

UNITED STATES DEPARTMENT OF LABOR

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Union Agreements in the Petroleum-
Refining Industry in Effect
in 1944



Bulletin No. 823

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Letter of Transmittal

UNITED STATES DEPARTMENT OF LABOR,
BUREAU OF LABOR STATISTICS,
Washington, D. C., April 5, 1945.

The SECRETARY OF LABOR:

I have the honor to transmit herewith a report on union agreements in the petroleum-refining industry. The report is based on a study of 21 union agreements in effect during all or most of 1944. Almost 60 percent of the employees working in the petroleum-refining industry were working under the terms of these agreements.

This report was prepared by Philomena Marquardt under the general supervision of Florence Peterson, Chief of the Industrial Relations Division.

A. F. HINRICHS, *Acting Commissioner.*

HON. FRANCES PERKINS,
Secretary of Labor.

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Union Agreements in the Petroleum-Refining Industry in Effect in 1944

General Characteristics of the Industry

The petroleum-refining industry as used in this report includes establishments primarily engaged in producing gasoline, fuel oils, lubricating oils, and illuminating oils from petroleum.

Availability of crude petroleum is probably the chief factor influencing the location of the petroleum-refining industry, although access to the market is also an important consideration. Tankers and pipe lines are the chief types of transportation used to bring the crude petroleum to refineries and the refined products to the markets.

According to the 1939 Census of Manufactures there were 485 refineries located in 36 States, but two-thirds of them were located in 9 States—California, Indiana, Kansas, Louisiana, New Jersey, Oklahoma, Pennsylvania, Texas, and Wyoming. In August 1944 the refineries in those States employed about 80 percent of the wage earners in the industry, with slightly more than 40 percent concentrated in California and Texas.

While the petroleum-refining industry includes a large number of small plants, a few establishments employ a relatively large proportion of the total workers in the industry. According to the 1939 Census, almost three-fourths of the plants, with approximately 15 percent of the total workers, employed less than 100 workers each. Slightly less than one-fourth of the plants, with almost 50 percent of the total wage earners, employed between 100 and 1,000 wage earners. Only 16 out of 485 plants in the industry employed over 1,000 wage earners, but they had two-fifths of the total workers.

Although production in this industry has greatly increased since 1939, because of technological developments, employment has increased only moderately. In August 1939 there were approximately 73,800 wage earners in this industry; by August 1944 the number had grown to 91,000.

Extent of Union Organization

Between 50,000 and 60,000 wage earners, representing about 65 percent of the total employed in the petroleum-refining industry, are covered by agreements with affiliated unions. Unionization on a fairly extensive scale in this industry is a development of recent years. In 1917 the International Association of Oil Field, Gas Well & Refinery Workers of America was organized in California and Texas and chartered by the American Federation of Labor in 1918. Membership

reached a peak of 24,800 in 1921, but declined sharply as employee associations confined to single companies developed in the industry; by 1933 the union was practically dormant. A vigorous membership drive in 1934 produced the first organization of workers in this industry on a national scale. In 1935 the union became a charter member of the Congress of Industrial Organizations, and in 1937 the name was changed to the Oil Workers International Union. A few agreements covering operating and maintenance workers in petroleum refineries have been signed with A. F. of L. unions,¹ the most important being the International Union of Operating Engineers. However, none of the unions except the Oil Workers have as many as 5 percent of the workers who are estimated to be under union agreement in this industry. A considerable number of the workers are under agreements negotiated by unions which have members in only one company.

Coverage and Duration of Agreements

The following discussion is based on an analysis of 21 agreements in effect in 1944,² which cover almost 60 percent of the employees in the petroleum-refining industry who are working under agreements.

A few of the agreements used in this study cover the operations of a company in one or more States but the agreement of the Sinclair companies (Sinclair Refining Co., Sinclair Prairie Oil Co., Sinclair Wyoming Oil Co., Repollo Oil Co., and Sinclair Prairie Oil Marketing Co.) is the only agreement in the industry which has been negotiated on a nation-wide basis. It covers about 8,000 workers employed in 10 refineries (in 7 States), on the pipelines, and in the drilling and producing activities of the Sinclair companies. An analysis of the national agreement alone is included in the study; no attempt has been made to include the many supplementary agreements (primarily dealing with seniority arrangements) negotiated with the various local committees of the union.

Five of the agreements, covering about 40 percent of all those working under the agreements analyzed, include workers engaged in the drilling and producing of crude petroleum as well as its transportation in pipelines or by other methods, in addition to workers engaged in refinery operations. This study excludes those portions of the agreements which make specific provisions for other than refinery

¹ For example, the Shell Oil Co. (Wood River, Ill.) has agreements with the metal-trades unions covering operating and maintenance employees, as well as with the International Union of Operating Engineers for operating employees and with an A. F. of L. federal labor union covering guards and watchmen.

² The plants covered in this report are listed below. All agreements were made with the Oil Workers International Union (C. I. O.).

Ashland Oil & Refining Co.—Ashland, Ky., Leach, Ky., and Kenova, W. Va.

Champlin Refining Co.—Oklahoma City, Okla.

Cities Service Oil Co.—East Chicago, Ind., Linden, N. J.

Deep Rock Oil Corp.—Cushing, Okla.

Gulf Oil Corp.—Port Arthur, Tex.

Humble Oil & Refining Co.—Ingleside, Tex.

Pan American Refinery—Texas City, Tex.

Pennzoil Co.—(Rouseville) Oil City, Pa.

Pure Oil Co.—Cabin Creek, W. Va.

Richfield Oil Corp.—Los Angeles, Calif.

Shell Oil Co.—State of California (Martinez, Wilmington-Domingues, Coalinga Coastal Division, San Joaquin Division, Los Angeles Basin Division), Houston, Tex.

Sinclair Oil Corp.—Covering plants in Marcus Hook, Pa., Kansas City and Coffeyville, Kans., East Chicago, Ind., Houston, Corpus Christi, and Fort Worth, Tex., Sand Springs, Okla., Sinclair, Wyo., Wellesville, N. Y.

Standard Oil Co., #2 Refinery—Cleveland, Ohio.

Texas Company—Lawrenceville, Ill., Lockport, Ill., Port Arthur, Tex.

Tidewater Associated Oil Co.—Oklahoma and Kansas.

Union Oil Co.—State of California (Wilmington, Los Angeles & Oleum Refineries).

Wilshire Oil Co.—State of California.

employees. It is not possible, however, to estimate the number of nonrefinery employees covered by these 5 agreements.

All but one of the agreements were originally negotiated for a 1-year period to continue until terminated by written notice of 30 days. Renewal negotiations must be carried on during these 30 days under the terms of 7 agreements. The agreement which was negotiated for 2 years, provides a 45-day period for negotiations.

Maintenance workers as well as operating employees are covered under the terms of most of the agreements. Supervisory employees are not covered by any of the agreements and clerical employees by only one (Union Oil). Technically trained employees, such as chemists and engineers, are excluded from the provisions of all but one agreement (Cities Service, East Chicago). A few exclude certain types of skilled craftsmen, such as electricians, brickmasons, boiler-makers, etc., because separate agreements have been made with other unions to cover those employees. Six agreements specifically exclude watchmen, guards, or other plant-protection employees from the terms of the agreements. Shell Oil (Houston), has a supplement covering plant-protection men; Sinclair permits such supplements to be signed locally.

Union Status

Union-shop conditions, under which employees must become union members within a stated period after hiring, are specified in 3 agreements covering about a tenth of the workers.

Nine agreements, covering over two-thirds of the workers and including the Sinclair agreement, require "maintenance of membership" for employees who were members when the agreement was signed or who become members during the life of the agreement. Two of these agreements require the company to give preference to union members when hiring new employees.

Sole bargaining rights are granted to the workers under the 9 remaining agreements and 2 of these also provide that union members are to be given preference in hiring.

COLLECTION OF UNION DUES

Check-off by individual authorization, with the privilege of cancellation, is provided under 16 of the agreements, while automatic check-off is specified in 1 (Ashland). No provision for deduction of dues is made under 4 agreements, and 3 of these specifically forbid the collection of dues during working hours while the fourth makes no mention of union dues. An agreement with one of the smaller companies limits the voluntary deductions to \$2 per month while 5 agreements provide for the check-off of initiation fees as well as monthly union dues.

One agreement stipulates that the employee's wife must also sign the request for check-off of union dues. Two others (Pennzoil and Humble) specify that all money due the company and all benefit-plan deductions must be made before any union dues may be checked off.

ACTIVITIES AFFECTING UNION STATUS

Discrimination by the company against any union member or any other employee is specifically forbidden by 12 agreements, and 5 in-

clude statements forbidding union intimidation or discrimination against any employee.

The right to hire, suspend, or discharge for just cause; the right to make and place in effect its decisions; and the right to continue benefit plans already in operation are among management prerogatives specifically retained under 5 agreements. Several specify that management has the right to fill, without regard to seniority, temporary vacancies caused by vacations, sickness, or emergencies.

Permission for union officials to enter the plant during working hours in order to settle grievances or to consult with employees on other matters is specified in 6 agreements; 3 of these restrict the time of such visits to daylight hours.

The agreement of Standard Oil of Ohio (Cleveland) specifies that before "questionnaires or new forms of any description" are given to employees to fill out, the union committee shall be informed of their nature.

Bulletin boards for the use of the union must be provided by the company under all but 1 agreement which permits the union to erect its own on company property. Nine agreements restrict the material which may be posted, either by specifying the types of notices or by requiring management approval of posted material.

*Wage Provisions*³

None of the 21 agreements provide for incentive systems of wage payments. Plant-wide minimum wage rates for the different job classifications covered are listed in only 7 agreements which also specify beginners' rates below the minima for a stipulated period, ranging from 60 days to 6 months. Two others merely state that the rates shown on the records of the company shall be continued, and 7 more provide that the employee shall be paid the wage rate for the job classification on which he is working. The lowest minimum-wage rate specified for laborers is 74 cents per hour; most of the minimum rates are 86 cents or more: the highest is 95½ cents. Only 2 of the 21 agreements specify wage rates for women, and since neither of these mention rates for men it cannot be determined whether or not there is a sex differential.

INTERIM WAGE ADJUSTMENTS

According to 18 agreements the general wage scales may be brought up for reconsideration during the life of the agreements; usually 30 days' written notice is required. Three agreements call for changes in wage rates whenever they fall below the rates for comparable work in other refineries in the area. One agreement requires an annual review of the rates. Most of the agreements permitting interim wage adjustments say that changes will be considered at any time, but two specify that changes in wage rates will be considered if there are "substantial economic changes."

Present classifications may not be eliminated or new ones created without conferring with the union committee under the terms of 9 agreements. Five of these provide that if there is any disagreement

³ For a more detailed discussion of wages in petroleum refineries, including nonunion plants, see *Earnings in Southwestern Petroleum Refineries*, April 1943, *Monthly Labor Review*, January 1944 (reprinted in *Bulletin No. 762*).

it shall be referred to the grievance machinery or directly to arbitration. However, 2 of the 5 stipulate that if no agreement is reached within 60 days the entire agreement "shall be of no further force or effect whatsoever."

SEVERANCE PAY

Only 3 agreements make provision for severance pay when an employee's services are terminated through no fault of his own. The Sinclair agreement provides for 1 week's pay after 1 year's service, 2 weeks' after 2 years, 3 weeks' after 5 years, and 4 weeks' after 10 years. An Ashland company employee receives \$10 for each year of service after January 1, 1942, when he is laid off for 30 days or more. The Union Oil agreement gives no details of its plan which is subject to modification at any time by the company.

MINIMUM CALL AND CALL-BACK PAY

Over three-fourths of the agreements require payment for a minimum number of hours to employees who report at their usual hour without having been notified that no work will be provided. The reporting pay most frequently specified is 4 hours' pay, although a fourth of the agreements having such clauses provide for 2 hours' pay and a few for 3 hours' pay.

The minimum pay guaranteed to an employee who is called back to work outside of regular hours, but who finds no work available, varies from 2 hours' pay at regular rates to 1 full day's pay, with about two-thirds providing a guaranty of 4 hours' straight-time pay. If any work is performed, about 50 percent of the agreements require the payment of time and a half, while about a third of them require the payment of the penalty rate only after a specified number of hours. One agreement requires payment at the regular rate for 1 hour more than the employee works, and another calls for a minimum of 4 hours at time and a half.

SHIFT ARRANGEMENTS AND SHIFT DIFFERENTIALS

Because it is necessary to keep refinery equipment in continuous operation, arrangements are made in all the agreements for shift work. However, provisions for premium pay for night work and for rotation of shifts are not common. Employees who work on the night shift at Union Oil receive premium pay of 10 cents per hour except where shifts are rotated, while Humble Oil provides 3 cents per hour for repair and maintenance men on the night shift.

Only 4 agreements make specific provision for the rotation of shifts, and 2 of these and 8 others allow employees to exchange shifts upon approval of the foreman. Four specify that management is to give the employee advance notice of shift changes, and one of these (Union Oil) requires the payment of time and a half for the first day on a new shift if the employee did not receive at least 40 hours' notice of the shift change. The Sinclair agreement provides that if an employee is temporarily shifted from one hourly schedule to another he receives time and a half for the first day. The Texas (Port Arthur) agreement makes the same premium payment to hourly day employees when

16 hours' notice of the change was not given. In addition, the Sinclair agreement provides for the payment of time and a half for the first day back on his regular schedule if he has been kept off it for 7 days or more.

TRANSFER RATES

Clauses specifying rates for employees temporarily transferred to jobs paying higher or lower rates are included in all but 1 agreement. Employees temporarily shifted to higher-classified jobs immediately receive the higher scale under 19 agreements. One of these gives a minimum of 4 hours' pay at the higher rate and another provides the higher rate for the rest of the day. One specifies that he shall receive 4 hours' pay at the higher rate if he works up to 4 hours; if he works 4 hours or more he receives 8 hours' pay. The remaining 16 agreements require the payment of the higher rate as long as the employee remains on the higher-rated job. Under the Texas (Lawrenceville) agreement, if the company requires an employee to transfer from one plant to another, he continues to receive his regular rate, unless a higher rate is paid in the new plant.

When an employee is temporarily transferred to a lower classified job, 13 agreements provide that he shall be paid the rate of his former classification. Four permit the immediate payment of the lower rate if the employee has received sufficient notice. Six of the 13 specify the length of time that the old rate shall be paid, ranging from "the balance of the day" to 2 weeks.

When an operating unit is closed down for normal clean-out and inspection, 8 agreements provide that the regular employees on that unit continue to receive regular pay and may be assigned to other work.

MISCELLANEOUS PAY PROVISIONS

Protective equipment or clothing for employees working with acids and caustics is provided by the company under 9 agreements, and a 5-cent differential to pay for such clothing is stipulated under another.

Six agreements provide payment of regular wages to employees while serving on jury duty and 5 state that the company shall pay the difference between regular wages and jury pay.

Transportation furnished by company.—When an employee reports to his regular place of employment and is then ordered to report to another place, 11 agreements require the company to supply transportation. Seven of these and 2 others, require the company to furnish transportation for workers who have to work overtime after regular means of transportation have stopped. One of the latter, Shell (Houston), provides that if company transportation is not available within 30 minutes, the employee will be paid time and a half for the waiting time.

When an employee is temporarily or permanently transferred to another district, 4 agreements provide that the employer shall pay his transportation and in the case of permanent transfer, for the transportation of his family and his household goods.

Hours and Overtime

Several of the 21 agreements provide different work schedules for shift men (those employed for specified periods during continuous operations) and for day men (all employees other than shift men).

All except 3 of the 21 agreements require the payment of time and a half after 8 hours per day or 40 hours per week. Of the 2 agreements which were negotiated before the war, 1 stipulates that overtime shall be paid after 6 hours per day for all employees and the other that daily overtime shall be paid after 8 hours for all employees but weekly overtime after 36 hours for day men and after 72 hours⁴ in 2 weeks for shift men. The third agreement provides overtime after 8 hours for day men only and after 40 hours for all employees. Double time is paid to shift men after 12 hours of continuous work by Cities Service Co. in East Chicago.

The customary 36-hour week in petroleum refining has been extended for the duration to 40 hours under 11 agreements, to 44 hours under 1, and to 48 hours under 9.

Participation by the union in any changes in hours is required under the terms of 11 agreements, while 10 specify that the company and the union shall negotiate shorter hours when the critical labor shortage ends.

Meals.—After the employee has worked a specified amount of overtime, 16 agreements require the company to furnish a meal and allow time to eat it. Thirteen of these specify that the meal must be supplied a certain number of hours after regular quitting time, from 1 to 2½ hours, with 60 percent requiring 2 hours. Two of them specify that he must work 6 hours after his last lunch period, and the remaining agreement (Sinclair) simply says that he must work past his regular meal time before the company is required to furnish a meal. Five of these 16 agreements specify that the company shall supply an additional meal at regular intervals, most of them allowing for 4-hour intervals; and 3 state the minimum amount that must be paid by the company for the meal.

Time for cleaning up.—Time to clean and return tools or equipment is paid for under 11 agreements and account is taken of the distance from the work as well as the nature of the tools. In addition, Humble Oil pays workers engaged in unusually dirty work for "reasonable time" to bathe and clean themselves.

Lunch and rest periods.—Time and a half for work during the regular lunch period is paid under 4 agreements. Five of the 21 agreements refer to relief periods; 4 forbid operating employees to leave their work until relieved or to leave without notifying their supervisors, while the fifth (Pure Oil) specifies that "reasonable periods" shall be allowed all employees working in occupations where they cannot leave their stations unless relieved by someone.

SATURDAY, SUNDAY, AND HOLIDAYS

Prior to Executive Order 9240⁵ it was not customary in this industry to pay penalty rates for work done on Saturday or the sixth

⁴ Under Fair Labor Standards Act all workers must be paid at one and a half times their regular rate, after 40 hours per week but not after 8 hours per day. Under the Walsh-Healy Public Contracts Act all employees are paid time and a half after 8 hours per day or 40 hours per week.

⁵ "On all work relating to the prosecution of the war," Executive Order 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 and permits the payment of time and a half for the sixth consecutive workday when such payment is specified in collective agreements.

day. Although 11 of the agreements require time and a half rates to day men for Sunday work, these agreements have been superseded by Executive Order 9240.

Pay for holidays on which no work is done, although they are part of the regular work schedule, is not general in the petroleum-refining industry. Five agreements, covering about two-fifths of the workers, provide pay for Christmas Day. Four of them provide for additional paid holidays—2 for 2 holidays, 1 for 4, and 1 for 5 holidays for day men only.

Although some of the 21 agreements provide premium rates of double time for holidays worked and some specify time and a half for more or less than 6 holidays, these provisions are all superseded by Executive Order 9240 which requires the payment of time and a half for work done on New Year's Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas, and either Memorial Day or one other holiday of greater local importance, and prohibits premium pay for any other holiday.

If the holiday falls on Sunday, 9 agreements provide the holiday rate for work on the Monday following.

Paid Vacations and Sick Leave

ANNUAL PAID VACATIONS

Annual paid vacations are provided under all the agreements. A single vacation period, after a qualifying period of service, is specified by two agreements; graduated plans, under which more extended vacations are allowed to employees with additional service, are provided in the remaining 19 agreements. Both the single-period vacation clauses and all of the graduated plans allow 1 week's vacation after 1 year's service.

Of the graduated plans, 6 provide a maximum of 2 weeks' vacation after 2 years' service, while 4 require more service for 2 weeks' vacation—two specifying 3 years, one 4 years, and one 5 years. The remaining 9 graduated plans provide 2 weeks after 2 years' service, but have longer vacations for those with greater service: 2 provide a maximum of 3 weeks after 15 years' service; 1 provides 3 weeks after 25 years' service; and 6 have an unusual arrangement which adds to the 2 weeks after 2 years' service, 1 or more weeks of vacation every fifth year (during the anniversary year only), beginning in 1 plan after the 10th, in 4 after the 20th, and in 1 after the 25th year of employment. For example, a Texas (Lawrenceville, Lockport, Port Arthur) employee would receive 3 weeks' vacation during his 20th year, 4 weeks during the 25th year, and 5 weeks during his 30th year, and every 5th anniversary year thereafter. Union Oil employees receive the maximum vacation—6 weeks in the 35th year and each 5 years thereafter.

In addition to a service requirement for vacation eligibility, only one of the agreements provides that an employee must have actually worked a specified minimum time during the preceding year to be eligible for a week's paid vacation. This agreement specifies that if less than 1,404 hours is worked, vacation pay is based on the proportion of time worked out of 1,872 hours, using a 44-hour week without

overtime, as the basis for calculating the rate of vacation pay. Seven other agreements automatically reflect absences from work in that they base vacation pay on the amount of time worked during the year—1 on the number of days worked out of 365 and the other 6 on the number of months worked out of 12, disregarding absences of less than 1 month. One of the 7 agreements bases vacation pay on the average earnings for each 40-hour week for the 3 months immediately preceding the vacation; another uses 48 hours straight time as the basis for calculation; 3 specify that no overtime shall be included in calculating vacation pay; while the 2 remaining agreements and 3 others base vacation pay on the average earnings over a specified period of time.

Vacation pay in lieu of a vacation is permitted by 2 agreements and forbidden by 1. If an employee leaves for military service, is laid off, or leaves for any other reason beyond his control, before taking his vacation, all agreements provide that he shall receive the vacation pay he has earned.

If a Pennzoil employee leaves the company within a month after returning from his vacation, he forfeits the wages paid him during the vacation period.

Vacations are not cumulative under 6 agreements. Seniority determines the assignment of vacation periods under 10 agreements, the employer has the option to determine the time in 6 cases, and 5 provide the employee with an opportunity to request the time he prefers. However, in all these agreements it is specified that vacations are to be scheduled so that they will not interfere with the operation of the business.

SICK LEAVE

Specific provisions for paid sick leave are included in 12 agreements, covering about a third of the workers under the 21 agreements, although no details of the eligibility requirements or length of leave are stated in 2 agreements. One of the latter merely states that the employee shall receive regular pay minus workmen's compensation; the other that sick leave pay shall be based on total earnings for the 48-hour week.

Three agreements allow for a single period of sick leave. Ashland provides for 1 week at regular pay after 1 year's service, with accumulation to a maximum of 8 weeks, while Cities Service (East Chicago) permits 3 weeks at two-thirds of full-time pay after a 3-day waiting period, and accumulation up to 12 weeks. Pan-American provides 12 days' straight-time pay after 1 year, with no accumulation, and requires a 3-day waiting period. For occupational sickness or injury, workmen's compensation is deducted from sick-leave pay.

The following table gives a detailed outline of the 7 graduated sick-leave plans. All stipulate that medical evidence of illness must be presented before payments will be made and the Wilshire agreement does not allow for paid sick leave before or after a holiday. Six of the graduated and 1 of the single-period plans specify that employees are not entitled to sick-leave payments under certain circumstances, e. g., when illness results from intoxication, drugs, venereal disease, etc.

Provisions for Graduated Sick-Leave Plans in 7 Agreements

Company, and service requirement	Sick-leave period, and rate of pay	Waiting period	Maximum accumulation permitted
Cities Service (Linden):			
60 days.....	3 weeks, with pay at 35 percent of hourly rate. ¹	} 3 days; pay retroactive.	9 weeks.
6 months.....	3 weeks, with pay at 70 percent of hourly rate. ¹		
Deep Rock Interstate:			
1 year.....	72 hours, with half pay.....	} 1 day.....	Not mentioned.
2-5 years.....	144 hours, with half pay.....		
Over 5 years.....	288 hours, with half pay.....		
Pennzoll:			
13 weeks immediately before illness: Total service of—			
1-5 years.....	40 hours, with half straight-time pay. ²	} Not mentioned..	None permitted.
5-10 years.....	80 hours, with half straight-time pay. ²		
Over 10 years.....	120 hours, with half straight-time pay. ²		
Richfield:			
1 year.....	1 week, with full pay, and 2 weeks, with half pay. ¹	} Not mentioned..	None permitted.
Thereafter, for each year up to the 12th.	1 week additional, with half pay ¹ ..		
12 years and over.....	1 week, with full pay, and 13 weeks with half pay. ¹		
Shell (California):			
1 year.....	4 weeks, with half pay ¹	} 3 days.....	None permitted.
Thereafter for each year up to the 10th.	1 week additional, with half pay ¹ ..		
10 years.....	13 weeks, with half pay ¹		
Standard (Cleveland):			
6 months.....	1 week, with full pay ^{1 2}	} Not mentioned..	Not mentioned.
1 year.....	2 weeks, with full pay ^{1 2}		
2-4 years.....	1 month, with full pay ^{1 2}		
4-6 years.....	2 months, with full pay ^{1 2}		
6-8 years.....	3 months, with full pay ^{1 2}		
8-9 years.....	4 months, with full pay ^{1 2}		
9-10 years.....	5 months, with full pay ^{1 2}		
10 years and over.....	6 months, with full pay ^{1 2}		
Wilshire (California):			
1 year.....	5 days, with pay at regular rate.....	} Not mentioned..	5 days in 1 year.
2 years.....	10 days, with pay at regular rate.....		
3 years.....	15 days, with pay at regular rate.....		

¹ In cases of occupational injury or sickness, deductions are made for workmen's compensation payments.

² Absences due to occupational injury or sickness covered by workmen's compensation laws are not paid for under this plan.

³ In cases of nonoccupational injury or sickness, deductions are made for benefits provided by the Employees Mutual Benefit Association, or which would be provided if the employee were a member.

Leave of Absence

All but two of the agreements expressly grant leave for union business and those two grant leaves for any "reasonable purpose"; it may, therefore, be assumed that such leaves might be used for union business. Time limits, ranging from 14 days to 1 year, which may be extended by the company, are specified in those agreements providing leave for union activities. Eight limit the number of employees who may be absent at one time, the number varying from 1 for a long leave to 10 for short leaves. One agreement permits 5 employees to be absent for 2 weeks, 2 for 180 days, but only 1 for a year. Sufficient notice, so that the absence of the employee will not disrupt operations in the department, is required under 3 agreements, while 2 specify that employees who have been deferred by Selective Service as essential war workers may not have leave for union business. Employees returning after leave are restored to their jobs "without loss of seniority" or "without affecting seniority," the Sinclair and Stand-

ard (Cleveland) agreements specifically stating that seniority shall accumulate during the employee's absence.

Leave for other than union business is specifically provided in 12 agreements. Most of the agreements say that leave shall be given for a "reasonable time" or "subject to company regulations," although 5 specify the time, which ranges from 2 weeks to 6 months. A few specifically forbid the employee to accept any outside employment during leave unless he has received company permission ahead of time. Most of the agreements say that personal business leave "does not affect" seniority.

Seniority, Lay-Off, and Promotions

SENIORITY

Seniority provisions granting preferential treatment in promotion, lay-off, and rehiring, based on length of service, are found in all of the 21 agreements, and in all but 1 the unit to which seniority applies is defined. Sixteen agreements have both plant and department seniority; the other 5 use various combinations of classifications—plant, division, and company-wide seniority.

Before an employee can accumulate any seniority a probationary period ranging from 60 days to 6 months is required by most agreements, with about half of them specifying 6 months. One (Deep Rock) requires 432 hours in 180 consecutive days. All agreements provide that after serving the probationary period, seniority dates from the hiring date.

In petroleum refining there is a natural progression from the lower level jobs requiring considerable physical effort to the higher level jobs requiring ability and skill. It is customary for new men to start in the labor pool or yard gang. As the employee acquires seniority, he is upgraded into the lowest classified job in a department and upgraded thereafter to the more skilled jobs. While progressing from one classified job to another, and from one department to another, an employee acquires seniority in the different classifications or departments and also retains his seniority in the labor pool. His department seniority dates from his transfer to the department, while his company or plant seniority dates from his employment by the company. If he is laid off from his classified job in one of the departments, he can displace any junior employee in any department in which he has previously acquired seniority or in the labor pool.

The usual way in which an employee acquires training and experience and demonstrates his ability to handle the next highest job in his department is through acting as a relief worker during vacations, leave of absence, days off, or illness of the man regularly assigned to the job. During such temporary transfers to higher jobs, the employee accumulates seniority in his own job. In a few agreements, provision is made for the worker to bid for relief jobs. Whether or not this is done, the senior man in line for the next promotion to the temporary vacancy is given the first preference. The Standard Oil (Cleveland) agreement provides for a bidding pool of 10 men to fill temporary or permanent vacancies in the higher level jobs. This pool is composed of "extra board" men selected from the lower level jobs on the basis of plant seniority. During vacations, process employees on each shift move

up along the line of promotion and an extra man is brought in, on the basis of seniority, at the bottom of the line.

The Ashland agreement provides that one or more men shall be carried on the extra board for each seniority group and shall be trained for the lowest classified job in that group by working part time with an experienced man for a period to be determined by the company. Most of the time they continue to work at their regular classification and are paid their regular rate or a training rate of 90 cents an hour, whichever is greater. When men from the extra board fill in for vacation, illness, or other relief, they get the regular rate for that temporary job.

This system of upgrading and retracking follows a definite job-progression scheme, with detailed charts showing these arrangements as part of the agreement; usually the men have the right to choose the department in which they wish their seniority to accumulate, and they then progress through the various classified jobs in that department.

Seniority for women employees is mentioned in only 2 agreements. One of these (Pennzoil) provides that they shall have seniority only among themselves in the lowest job classification in one department, and that men can displace them. The other also permits men to displace women in the one department where they have seniority, but it provides that if they are transferred to other departments, they carry their plant seniority with them. A few agreements mention other employees who do not come under seniority provisions, for example, trainees, gatemen and guards, and, in the Gulf agreement, employees under 21 years of age. These workers, however, are not excluded from the bargaining unit.

Loss of seniority.—Seniority rights are commonly lost by employees who quit, who are discharged, who fail to return within a specified time—from 24 hours to 15 days—when recalled to work after a lay-off, or who work elsewhere during a leave without company permission. Seniority is retained during periods of enforced lay-off, ranging from 90 days to 1 year. A few agreements relate the length of lay-off period during which seniority is retained to the employee's previous length of service. One agreement (Union Oil) has a graduated plan: 90 days' lay-off, without loss of seniority, after 1 year of service; 180 days, after 1 to 5 years of service; and 1 year's lay-off after more than 5 years of service.

Almost half the agreements limit the period of absence because of nonoccupational illness to 1 year, and specify that seniority shall accumulate during that time. Several agreements provide no time limits but merely state that there shall be no loss of seniority during periods of illness or during absence because of occupational injury.

Seniority lists are to be compiled and available at all times to the employee or his representative under the terms of all but 1 agreement. Six agreements require that the lists must be revised at specified intervals, ranging from 90 days to 6 months.

LAY-OFF AND REHIRING

When activities are curtailed, a man transferred from his classified job in one department may displace any junior employee in that department or in any department in which he has seniority, or in the labor pool. Lay-offs are thus normally made from the labor pool, with the employee being laid off from the higher classifications, only

if there are no junior men in the labor pool, or if an employee refuses to transfer to the labor pool, or, in a few cases, if he refuses a transfer to another division of the company. Consideration of ability is mentioned in only 3 agreements in connection with transfers to avoid lay-off but is not mentioned in connection with rehiring, probably because employees are returning to jobs on which they have already had experience.

Advance notice of lay-offs is required under 2 agreements: The Cities Service (Linden, N. J.) agreement provides that employees who have 4 months' seniority shall have approximately 2 weeks' advance notice of lay-off, while the Tidewater agreement requires 15 days' notice or 15 days' pay. One agreement (Deep Rock) requires a notice, with reason, if the company does not intend to rehire the employee and stipulates that the employee has 7 days in which to appeal to the grievance committee.

Only 3 agreements mention transfers to other jobs as a result of war conditions. One of these (Humble) provides that if wartime operating units are shut down when the emergency ends, the workers shall return to the jobs from which they came, but they cannot displace employees with more seniority than themselves. Humble employees have divisional seniority in the higher-level jobs and company-wide seniority in that or any "associated company" in the lower-level jobs.

The status of workers who are required to transfer to other jobs because of a labor draft is mentioned in 2 agreements (Deep Rock and Wilshire). One merely says that their seniority shall be governed by the provisions of the law, while the other provides for the accumulation of seniority and the return of the transferred employee to the job he had before leaving the company.

PROMOTIONS

The method of promotion to fill vacancies is outlined in all of the agreements. When a vacancy occurs it is generally posted for a specified period of time, and all men who wish to be promoted to that job must bid for the vacancy. First preference is given to the man in the next lowest job classification in the department in which the vacancy occurs. If he bids for the job and if he has "relatively the fitness and ability for the job" he is promoted to fill the vacancy. If he does not bid for the job or if the senior man is not qualified, the one with the next highest seniority who has applied for the promotion, and who has the necessary ability, will be promoted. Ability is determined by the company and the union committee under 3 agreements. In 1 agreement the establishment of a special examining board, consisting of 2 union and 2 company representatives, is provided for when the company decides an employee is not qualified for a higher job. Presumably the company is the judge of ability in the other plants, although 9 agreements specifically provide that any disagreement regarding ability shall be submitted to the grievance machinery.

Specific provision is made in 7 agreements for the promotion, regardless of seniority, of those with "unusual ability" or those who have "rendered meritorious service." Under several agreements, employees who refuse a promotion to which they are entitled by

seniority do not lose seniority, but the person who accepts the promotion acquires greater seniority.

As the basis for promotions within the lower-level group of jobs and from the lower-level to the higher-level jobs, 20 agreements use total accumulated time in the company's service at the refinery (sometimes called company seniority, but more often called plant seniority); the remaining agreement (Humble) uses company-wide service with "this or associated * * * companies." For transfers from one higher-level job to another within the department, departmental seniority is the basis in 18 agreements, and classified seniority in 2. One agreement apparently uses company seniority for transfers to both higher- and lower-level jobs.

The "staffing" of a new plant, a new unit, or a new process, is taken care of under 6 agreements by conferences between the company and the union committee; if no agreement is reached the matter is handled as a grievance. Five agreements provide that new unit jobs are bid for and filled like any other vacancy. The Wilshire agreement provides for the transfer of department seniority when employees are transferred from two specified departments to two newly organized departments. When any of the four departments are curtailed, employees may transfer to the other departments on the basis of their department seniority and they may "bump" any junior employees.

A trial period on the new job after a promotion is provided in 12 agreements, 3 of which permit the employee a "reasonable time under actual and competent supervision to establish fitness and ability to perform new duties." The fourth allows a "reasonable opportunity" to meet the requirements of the new job, and the fifth gives him "a fair trial." A definite trial period is stipulated in 7 agreements—30 days on the new job in 6 and 2 weeks in 1. All of the agreements make provision for a disqualified worker to return to his former job without loss of seniority and some provide aid in fitting himself for the next highest job, and others for transfer when there is a vacancy to a type of job for which he can qualify.

The requirement that the employee must remain on a new job for a certain length of time—ranging from 90 days to 6 months—tends to restrict the frequency of promotions under 8 agreements, most of which specify the latter period.

Military Service

Clauses referring to the reemployment and seniority status of employees after their discharge from military service are found in all but 2 of the 21 agreements. Generally, the agreements follow the wording of the Selective Service Act, requiring that veterans apply for reemployment within a specified time, usually 40 days⁶ after honorable discharge, although a few allow a longer time, the maximum being Sinclair's 180 days. The accumulation of seniority during military service is specifically provided in 10 agreements, 2 of these also including men who have served in the Merchant Marine. Most of the other 9 agreements say that the employee's seniority "shall not

⁶ The act has been amended to permit application up to 90 days after honorable discharge. This extended period, of course, supersedes lesser periods provided in agreements negotiated before the act was amended.

be impaired"; however, a few say that the employee shall be restored to his former job.

The Sinclair agreement, which stipulates that seniority shall accumulate during military leave, provides that if the veteran's former job does not exist "he shall be placed in any position to which he is entitled in accordance with the seniority rules existing at his place of employment." The 3 Texas agreements provide that employees shall accumulate seniority while on military leave but shall "not be permitted to obtain any seniority advantage over any of the employees who, at the time he left the service of the company, had greater seniority in such department or classification." The Gulf agreement, on the other hand, specifies that the returning veteran "will be entitled to the same regular job he had immediately preceding the date his leave of absence began, displacing the employee in such classification who has the least plant seniority, regardless of the fact that his seniority may be less than that of the employee so displaced."

Under the Gulf agreement a special bonus is paid to employees entering military service after at least 1 year's service with the company. One month's pay is given after military service of 1 month and an additional month's pay when the employee returns to the company's employ within 60 days after discharge and with not less than 2 months' military service. The Humble agreement provides a lump-sum payment by the company of 2 months' "normal full pay" after 2 months' service in the armed forces. In addition, monthly payments are made to dependents (wife, minor children, and parents), in an amount which, when added to the State or Federal allowances, will equal 50 percent of the employee's regular pay. No payment is made to any dependents resulting from marriages after induction.

Working Rules

The maintenance of a "normal" or a "full crew," insofar as possible, is required under 9 agreements. Four of these and 6 others specify that the work shall be done by the craft or classification which covers that type of work, except in an emergency.

Contract work.—If there are employees available, 4 of the agreements prohibit the contracting out of work. When it is necessary to have the work done outside, 3 of these and another agreement require that the employer shall recommend to the contractor qualified employees who have been laid off. Two of the 3 agreements and 4 others require that all contracts with outside firms must contain a provision that wages shall be the same as in the union agreement and that time and a half shall be paid after 40 hours. One agreement merely specifies that the company shall give preference to contractors having the same wage rates and hours as the union agreement.

Working foremen.—The assignment of supervisors to classified jobs, except in an emergency, is specifically forbidden by 6 agreements. Two of these include only assignments which would result in pay reductions or lay-offs of classified men.

Learners and apprentices.—Apprenticeship or training programs are rarely mentioned in the agreements. The Pan-American agreement establishes a committee of 3 union and 3 company representatives to "study and consider adopting a program for training in the refinery." The Gulf agreement provides that there shall be no restriction on the

company's employment of technicians, students, and apprentices except that they shall not be allowed to replace regular employees on regular jobs. Under the Union Oil agreement the number of technical trainees is limited to the number of regular employees gaining experience on other jobs, while clerical trainees are limited to 2 at each refinery, only 1 of which may be from the "head office." The latter agreement also provides for a company-union committee for each job classification to develop a training program for operating employees.

Health and Safety

Clauses relating to health, safety, and sanitation are contained in all of the 21 agreements. Ten require the management to furnish protective clothing or equipment; 3 of these and 8 others provide for regular inspection of the refinery equipment, either by the union representative, company and union representatives, or by someone designated by the employer. Of the 8 agreements, 4 permit the employee to request a special inspection of equipment on which he is working when he thinks it necessary. About two-thirds of the agreements provide for cooperation between union and management to provide safe, sanitary, and healthful working conditions.

Three of the agreements, covering almost 40 percent of the workers, specify that no employee shall be required to perform any act which may result in injury or death. The Humble agreement provides that the company shall "continue to offer as heretofore adequate hospitalization at the company's expense for the care of employees injured in the line of duty and * * * to continue to offer as heretofore health supervision by a competent medical and surgical staff."

PHYSICAL EXAMINATIONS

Physical examinations or presentation of physical-fitness reports are mentioned in 20 agreements. Ten of them specify that the employee, as a condition of initial employment, shall be examined by a physician selected by the company, although 1 permits an employee who is dissatisfied with the results of the examination to present a statement of physical fitness from "any reputable physician satisfactory to the employer." Three other agreements require employees, as a condition of employment, to present reports from their own physicians. Four of the 7 agreements which do not require entrance examinations, require regular examinations by the company doctor as a condition of continued employment and a fifth encourages such physical check-ups. One provides that the company shall pay for a medical examination, at intervals agreed upon by the company and the union, of "those employees regularly engaged in sandblasting and any other work where there is danger to their health." Physical examinations are required in another plant, although the agreement merely says that disagreement over the results of a physical examination shall be subject to the grievance machinery.

Eight agreements, all of which require a physical examination before employment, require an examination after injury, illness, or frequent absences. One specifies that in "exceptional cases" or after frequent absences the company doctor is to conduct the examination.

Specific provisions for the arbitration of disputes over physical examinations given by the company doctor are contained in 9 of the 21 agreements analyzed. The board of arbitration is in each case composed of 3 physicians; 1 representing the employer, 1 the employee, and the third selected by the first 2.

Benefit Plans

Rights under existing benefit plans are incorporated in 13 agreements while 1 stipulates that the existing benefit plan shall not be part of the agreement. Ten mention specific types of benefit plans which are in effect. Among these are group insurance, annuities, stock-purchasing arrangements, and pension funds. Details about the plans, however, are not given.

Adjustment of Disputes

Formal machinery for the adjustment of disputes and for their final settlement through arbitration is established under all of the agreements. The word "grievance" is defined in only general terms in a few agreements, i. e., "disputes which may arise," but most of them specify that any dispute arising out of the interpretation, application, or violation of any provisions of the agreement may be submitted to the grievance machinery.

GRIEVANCE MACHINERY

The employee is granted the option under 16 agreements of presenting the grievance to the foreman alone or of being accompanied by a union representative, 3 require the union representative to accompany the employee while 2 stipulate that the employee alone must first present his grievance to the foreman. Eleven agreements provide that grievances which are not adjusted satisfactorily with the foreman shall be presented, usually in writing, to the union shop committee to see if they have merit before anything further is done. Most of the agreements provide that the union committee shall take up grievances with the company superintendent or other local representative of management, and, if they fail to settle the dispute, the national union president and the president of the company try to do so.

To avoid prolonged delay in the disposition of disputes, all but 3 agreements impose time limits on the various stages of the grievance machinery and many provide for regular meetings, usually monthly, between the union committee and management.

Four agreements specifically provide that the employee and his union representative shall be given an opportunity to see his record with the company and that if an unfavorable report is made on the record, the employee must be informed of it within a specified number of days or it cannot be held against him. Under one agreement, the name of the person making the accusation must also be noted in the record.

PAYMENT FOR TIME SPENT IN ADJUSTING GRIEVANCES

According to 11 agreements, members of the union committee, and under 4 of these all employees concerned, receive their regular

pay for time spent in adjusting grievances during working hours. One of these also provides time and a half for meetings after hours, including travel time. Of the 11, 2 limit payment to time spent in the regular monthly meetings, or special meetings called by the company, while 1 limits the pay to 8 hours per month and another limits the number of employees who will receive regular pay to 12.

Payment of \$3 to each member for not more than 2 meetings of the union committee per month is provided under 1 agreement, while another states that no payment shall be made for monthly or called meetings.

Of 4 agreements which make no specific mention of pay for regularly scheduled hours devoted to grievance adjustment, 2 provide overtime rates of pay for all such work after regular hours, and 1 of these specifies pay for a minimum of 1 hour. The other 2 require straight-time pay for grievance work after regular hours.

Discharge

Although a majority of the agreements state that the worker may be discharged for "just" cause, a few are more specific. Typical of these is the Tidewater agreement which states that "an employee who is inefficient, disregards operating rules and policies, or is insubordinate, is subject to immediate dismissal."

Appeal of discharge is specifically provided in 17 agreements, and under the other 4 it can be assumed that discharge cases may be submitted to the regular grievance machinery, since any dispute may be appealed. If the employee's discharge is found to be unjust, 9 agreements require that he be reinstated and paid for all time lost. Time limits for the appeal of discharge cases, ranging from 5 to 15 days, are provided in 15 agreements, and a few provide for especially speedy handling of such grievances.

Two agreements provide that before an employee can be discharged, he must be notified that a repetition of his offense will bring discharge. If the employee is physically capable of continuing his duties, 5 agreements forbid his discharge because of an accident unless it was caused by "negligence, carelessness, or malicious intent." One of these also provides that an employee shall not be discharged for 3 or less wage assignments or garnishees in 12 months.

Arbitration

Any dispute within the scope of the grievance machinery may be carried to arbitration if an agreement is not reached through one of the earlier steps of the procedure. When negotiations between the highest union and company officials fail to result in a settlement of disputes, 16 agreements, covering almost 85 percent of the workers under the agreements analyzed, provide for arbitration at the request of either party. Four agreements call for arbitration at the request of the union only, and 1 at the request of either the union or an individual employee.

The arbitration machinery is established by all but 3 agreements, which leave the exact procedure to be agreed upon when the matter is referred to arbitration. One of these provides that if agreement on

procedure cannot be reached, the Conciliation Service of the U. S. Department of Labor shall be asked to send an arbitrator.

When the need arises, 17 agreements provide for the establishment of an arbitration board consisting of 1 (in one case of 2) representative chosen by each side. If the bipartisan board is unable to reach a decision, the members select an impartial chairman to act as arbitrator. Eight of these 17 agreements provide that if agreement upon an impartial chairman cannot be reached, a Government agency, such as the Conciliation Service of the U. S. Department of Labor, the National War Labor Board, or the National Labor Relations Board, shall be requested to appoint an arbitrator. One of the agreements provides that disputes shall be referred directly to the Conciliation Service or NLRB to appoint an arbitrator without setting up any tripartite board.

The Sinclair agreement provides that grievances shall be submitted to an arbitration committee "for the particular plant or region in which such employee is employed." If the dispute cannot be settled by the local board it is referred to the president of the Sinclair Oil Corporation and the president of the Oil Workers International Union. If they cannot reach a decision, each selects 1 representative—the 2 representatives to act as a local arbitration board. If a decision cannot be reached within 10 days, the U. S. Department of Labor is asked to send a representative to serve as arbitrator. Disputes or disagreements which are general in character and which affect a large number of employees are referred directly to the president of the Sinclair Oil Corporation and the president of the Oil Workers International Union. If they cannot agree, they decide upon a method of arbitration.

Time limits are placed on the selection of the impartial chairman and the submission of the dispute to arbitration in 15 agreements. Most of them specify a time limit of from 2 to 30 days, with about half allowing less than 15 days for submission. A few merely say the grievance shall be submitted within a "reasonable time." One of the 15 requires that arbitration must be carried out within 15 days, and 2 others say that the decision shall be rendered "as soon as practicable."

Strikes and Lockouts

In 14 agreements, all of which provide arbitration machinery, strikes and lockouts are forbidden during the life of the agreement; 2 of these provide for a joint conference between the company and the union to deal with disputes involving only indirectly the employees covered. The 3 Texas agreements provide that the company and the union representatives shall meet within 30 days after giving written notice of the decision to strike. If no agreement has been reached within 60 days after the end of the 30-day period, then the employees have a right to strike. Four of the 21 agreements make no reference to strikes.