

**UNITED STATES DEPARTMENT OF LABOR**

L. B. Schwellenbach, *Secretary*

**BUREAU OF LABOR STATISTICS**

Ewan Clague, *Commissioner*



**Union Agreements in the  
Cotton-Textile Industry**



***Bulletin No. 885***

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## Letter of Transmittal

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UNITED STATES DEPARTMENT OF LABOR,  
BUREAU OF LABOR STATISTICS,  
*Washington, D. C., September 6, 1946.*

**THE SECRETARY OF LABOR:**

I have the honor to transmit herewith a report on union agreements in the cotton-textile industry. The report is based on an analysis of 45 basic collective bargaining agreements which were in effect in 1945.

This bulletin was prepared by Rose Theodore, under the immediate supervision of Philomena Marquardt of the Industrial Relations Branch, Boris Stern, Chief.

**EWAN CLAGUE, Commissioner.**

Hon. L. B. SCHWELLENBACH,

*Secretary of Labor.*

(III)



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**Bulletin No. 885 of the**  
**United States Bureau of Labor Statistics**

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(VI)

# Union Agreements in the Cotton-Textile Industry<sup>1</sup>

## *Extent of Collective Bargaining*

Approximately a third of the 407,000 wage earners in the cotton-textile industry are now covered by union agreements, including almost 70 percent of the workers in the northern cotton mills, and somewhat less than 20 percent in the southern mills.<sup>2</sup> The largest unions in the industry are the Textile Workers Union of America (CIO) and the United Textile Workers of America (AFL).<sup>3</sup> The former represents more than four-fifths of the workers under agreement; the latter almost one-fifth.

## *Coverage and Duration of Agreements*

Based on an analysis of 45 cotton-textile agreements on file in the Bureau of Labor Statistics and in effect in 1945, this study embraces more than 80,000 employees, or 60 percent of the workers covered by the 140 agreements in effect in the industry. About half of the

<sup>1</sup>The cotton-textile industry, as defined by the 1939 Census of Manufactures, consists of 4 groups: Cotton broad woven goods, cotton narrow fabrics, cotton yarn, and cotton thread. These 4 groups are considered jointly in this article.

During the nineteenth century cotton-textile manufacture was concentrated in New England, but since 1900 the industry has experienced steady expansion in the South. The 1939 Census of Manufactures shows that three-fourths of the industry's workers are employed in the Southern States and the remainder in the New England and Middle Atlantic areas, in 1,248 establishments. The majority of establishments employ less than 500 workers each; the bulk of employment is found in the larger mills. Those employing 500 or more workers each account for about two-thirds of the industry's employment. Prior to the war, approximately one-fifth of the workers were under 20 years of age and less than 5 percent were 60 years or over. Traditionally, about half of the workers in this industry have been women.

Relatively few jobs are skilled, and those consist principally of weavers and jobs associated with machine set-up and maintenance. Most operations are so subdivided that the bulk of employees are required only for routine attendance of automatic units. The most important group of semiskilled workers is the spinners.

<sup>2</sup>The number of wage earners in the cotton-textile industry was estimated at 407,000 in September 1945. Employment had increased steadily since 1939, owing to war demands, to a peak of 541,400 in 1942, the decline after that date being due principally to shifting of workers to war plants. By 1943, 75 percent of the cotton industry was producing cotton goods required for the war effort. Almost all producers of combed and carded yarns had converted to the manufacture of coarser varieties. The mills are now reconverting to meet the demand for cotton goods for civilian use.

The Bureau's figures are based upon plants classified by the Census as falling within all branches of the cotton-manufacturing industry located in the entire Northern area (all States except those in the South, which includes Alabama, Arkansas, Georgia, Mississippi, North Carolina, South Carolina, Oklahoma, Tennessee, Texas, Virginia, Kentucky, and Louisiana, insofar as the BLS tabulations for the cotton-goods industry are concerned), including many small plants in outlying areas; the figures therefore tend to minimize the extent of union organization in the leading cotton broad goods branch of the industry dominated by the large mills concentrated chiefly in the New England area.

<sup>3</sup>For a history and discussion of unionization in this industry, see *The Cotton Mill Worker*, by Herbert J. Lahne, Farrar and Rinehart, New York, 1944.

workers under the agreements included in this sample are employed in northern mills, the remainder in southern; more than 85 percent are under CIO agreements and 15 percent under AFL. Two agreements cover more than a fourth of the total workers under the agreements analyzed. One of these, negotiated by the New Bedford Cotton Manufacturers Association and the Fall River Textile Manufacturers Association, jointly, includes 19 companies and 17,500 employees; the other, negotiated by the Riverside and Dan River Cotton Mills, Inc., covers 2 mills and 10,500 workers. Of the remaining agreements, 27 cover between 1,000 and 5,000 workers; 14, between 500 and 1,000; and 2, fewer than 500. Two agreements, in addition to the Riverside and Dan River agreement, each cover 2 mills of the signatory companies.

More than half of the agreements were signed by management and the international as well as the local union. The others were signed by either the company and the local, or the company and the international union.

Twenty-five agreements, covering over 50 percent of the employees, were originally negotiated for a period of 1 year; while 15, covering over 40 percent of the employees, were to continue in force for periods varying from 15 months to 2 years (in 1 instance for 2 years or until 2 months after the end of the war, whichever is longest). Four agreements were negotiated for periods of less than 1 year. The remaining agreement (negotiated in 1935) has no definite termination date, continuing in effect until canceled by mutual consent, or by either party on 60 days' notice.

More than three-fourths of the agreements are automatically renewed from year to year unless notice of intention to change or terminate is given by either party. Notice may be given from 30 to 60 days before expiration, according to the contract involved, but 30 days is the period most frequently specified. Two of the agreements require a 60-day notice to modify and a 30-day notice to terminate. Two agreements are renewable for 1 year only; 1 continues after the first year until canceled on 60 days' notice. Six agreements make no provision for renewal.

The terms and conditions of 4 agreements are binding upon any successors or assignees of the signatory parties. In 2 agreements this applies to the signatory company only; in another it applies only if the succeeding union is under the same national affiliation (AFL). An eighth agreement specifies that it continues in effect if the name of the union is changed.

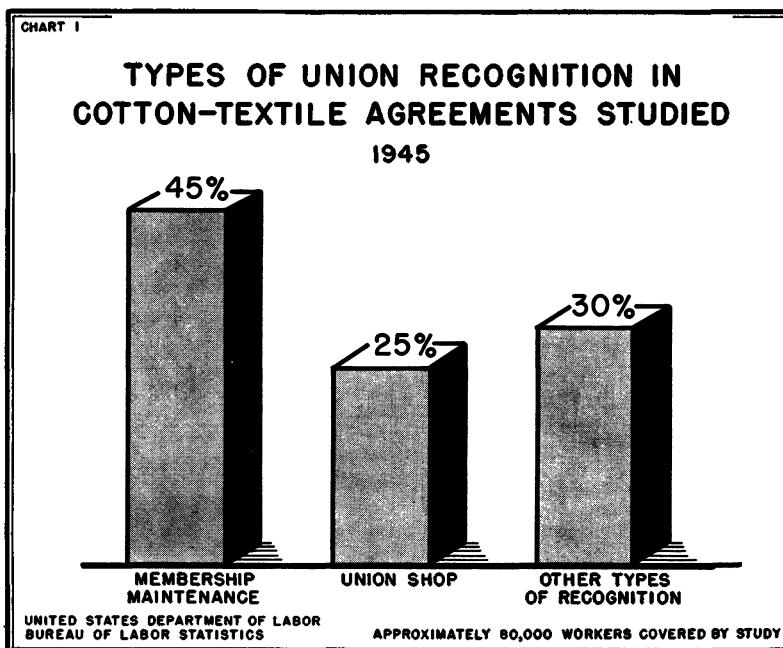
Supervisors, foremen, and office and clerical employees are excluded in all instances, with "second hands" (assistant overseers) specifically excluded in about half of the agreements. In addition,

many agreements exclude such occupational groups as technicians, laboratory employees, timekeepers, truck drivers, yardmen, and sales force, and less frequently plant-protection employees.

### *Union Recognition*

#### MAINTENANCE OF MEMBERSHIP

Of the 45 agreements analyzed, 19, covering approximately 45 percent of the workers, contain maintenance-of-membership clauses. Under these, employees are not required to join the union, but those who are members of the union or who may subsequently become members, must maintain their membership in good standing as a condition of employment.



In addition, 1 agreement states that maintenance-of-membership provisions shall remain in effect for a 3-year period, although the agreement is negotiated for only 1 year, with yearly renewals unless notice is given. Only 3 of the agreements, including the Riverside and Dan River agreement, provide an escape period (15 days) before the membership-maintenance provision becomes effective; during this period employees may revoke their union membership. In addition to providing for maintenance-of-membership, 2 of the agreements

specify that union members shall be given preference in the hiring of new employees. Arbitration of disputes over union membership of any employee is specifically provided in 4 instances.

#### A

All employees who 15 days after the date of the execution of this contract are members of the union in good standing in accordance with the constitution and bylaws, and all employees who become members after that date, shall, as a condition of employment, maintain their membership in the union in good standing for the duration of this contract.

#### B

Each employee who is a member of the union upon the date of the execution of this agreement, and each employee who thereafter voluntarily becomes a member of the union, shall, as a condition of continued employment by the company during the life of this agreement or any renewal thereof, remain a member of the union in good standing during the life of this agreement or any renewal thereof.

#### CLOSED OR UNION SHOP

While none of the agreements analyzed grants a closed shop,<sup>4</sup> 8 covering 25 percent of the employees, establish union-shop conditions. Under these agreements, the employer has control over the hiring of new employees but nonmember recruits must join the union within a specified time—usually 30 days, but varying from 2 to 6 weeks. In 2 of the agreements, the union-shop provisions are modified by exempting all presently employed nonmembers from the requirement to join the union, but requiring those who are already union members to maintain their membership during the term of the agreement. In another—the New Bedford and Fall River—the employer is required to give preference to union members in hiring new employees; if such workers are not available, the employer may hire nonmembers from any source, provided they join the union within 30 days.

#### *Union Shop With Preferential Hiring*

(See Appendix A, Agreement No. 1, paragraphs 7 and 8.)

#### *Union Shop*

All employees of the company covered by this agreement on the effective day hereof must, within 30 days from said date become members of the union in

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<sup>4</sup> The New Bedford Manufacturers Association has informed the Bureau that they consider the New Bedford and Fall River Associations "have a closed [shop] contract for those employees [for] whom they [the union] are the certified bargaining agent." The Bureau's definition of the closed shop varies somewhat from that understanding. Its definition is that under closed-shop agreements all employees are required to be members of the appropriate union at the time of hiring, and they must continue to be members in good standing throughout their period of employment. Under a union-shop agreement, new employees need not be union members when hired. They must, however, become members within a specified time, usually 30 to 60 days, as a condition of continued employment. When a union-shop agreement, in addition to requiring that all employees join the union within a specified probationary period, states that union members shall be given preference in hiring, it differs very little in effect from the closed-shop agreement.

good standing as a condition of employment for the duration of the agreement. All employees hired after said date must become members of the union within 30 days from the date of the commencement of their employment and must thereafter remain members of the union in good standing as a condition of employment for the duration of the agreement.

#### SOLE BARGAINING

Seventeen agreements, covering almost 30 percent of the employees, grant the unions sole bargaining rights for the workers covered. Another agreement limits the union to bargaining for its members only.

##### A

The company agrees to recognize the union as the sole and exclusive collective bargaining agency in all matters pertaining to wages, hours, or other conditions of employment for all employees of the company, except executives, superintendents, overseers, foremen, technical, clerical, watchmen, supervisory, and office employees.

##### B

The employer recognizes the union as the sole bargaining agent for all the production, maintenance, and shipping-room employees, excluding executive officers, foremen, supervisors, office employees, watchmen, and guards.

#### UNION ACTIVITY ON COMPANY PROPERTY

Union activity or solicitation of membership on company time is specifically prohibited in approximately two-thirds of the agreements. In addition, several of these agreements also prohibit such solicitation on company property.

In a number of agreements, access to company property is granted the union representative or business agent to investigate working conditions, to negotiate grievance disputes, and to carry out the provisions of the agreement.

##### A

The union agrees that there will be no solicitation or collection of dues on the property of the company. The union further agrees that there will be no solicitation of union membership in any manner which will interfere with the production or the proper operation of the mill.

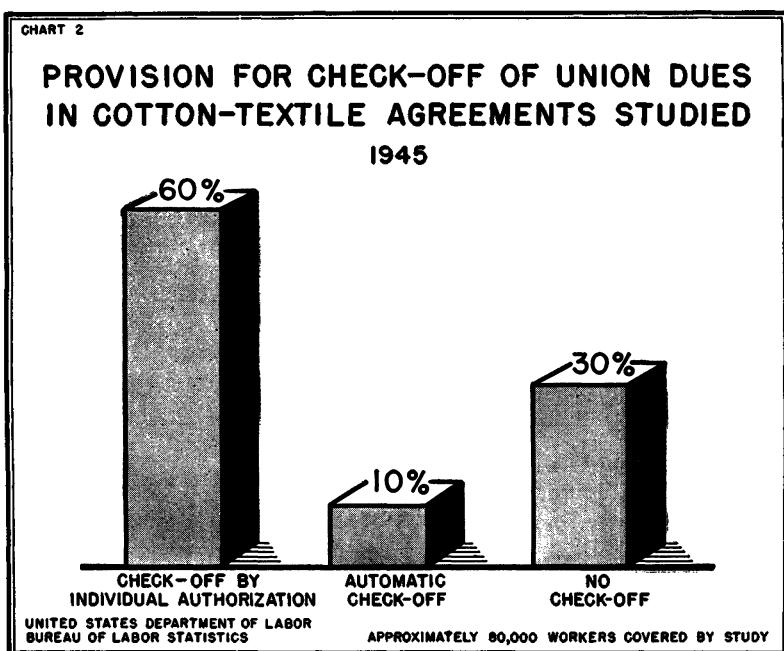
##### B

The union agrees that there shall be no solicitation of union membership during the actual working hours of the persons concerned.

#### COLLECTION OF UNION DUES

Provision for some form of check-off of union dues by the company is made in 32 agreements, including almost 70 percent of the employees. However, only 7 of these, covering a small portion of the workers, establish automatic check-off. Of the 7 agreements, 5 provide for maintenance-of-membership and 2 for a union shop.

In the remaining 25 agreements, the deduction of an employee's union dues from his pay is made only by individual authorization. Seven of these further state that an employee's check-off authorization is not revocable during the term of the agreement; in addition, 7 extend this provision for the term of any renewal of the agreement unless notice of intent to revoke is given within a specified time prior to the renewal. In the case of factories producing cotton duck urgently needed for the war, the union agreed in a supplement to one of these agreements, to delay action in the event any members decline to renew check-off authorization and to withhold possible expulsion for this reason. This modification was to continue in effect for 6 months, at the end of which time the union agreed to review the situation with the company before taking any action in regard to possible expulsions. The union, however, reserved the right to resume its regular procedure at any time in the event the war requirements for the material were reduced.



The maximum amount to be deducted, ranging from 25 to 50 cents a week, is specified in 12 instances. Under 6 agreements, union dues are not to be checked off for any week the employee does not earn pay, and under another agreement, for any week in which the employee earns less than \$5.

Several agreements prohibit collection of dues on company property or company time, while only one specifically permits collection of dues during working hours providing this does not interfere with production.

*Automatic Check-Off*

**A**

The union will furnish the company with a certified list of its members as of the date of this agreement and will thereafter furnish additional names as new members are taken into the union. If any employee on such list asserts that he or she is not a member of the union, or if any dispute arises as to whether an employee is or is not a member of the union in good standing, the dispute shall be adjudicated by an arbiter appointed under the provisions of section — of this contract.

The company shall each week deduct from the wages of members of the union their union dues and turn same over weekly to the financial secretary of the local union. The local union will notify the company, over the seal and signature of its principal officers, of the amount of weekly dues to be deducted. No dues deductions will be charged to any employee in any week in which said employee does not earn pay.

**B**

The employer hereby agrees to deduct weekly from the wages of each employee the union dues payable by each employee to the union. It is understood and agreed that the union dues payable by members of the union shall be — cents per week. The employer hereby agrees to pay over to the union on each and every pay day the total sum of union dues collected.

*Check-Off by Individual Authorization*

**A**

The company agrees that during the life of this agreement and any renewal thereof it will deduct weekly from the wages due any employee the union dues of such employee, upon the filing with the agent of the company of a written request for such deduction, signed by such individual employee. The company shall, on or about the 10th of each month, pay over the amount of such deductions made the preceding month to the union or its designee, against its written receipt in the name of the union \* \* \*. Such authorizations shall be irrevocable during the life of this agreement and any renewal thereof.

**B**

The employer will recognize and honor authorizations signed by individual union members, directing and empowering the employer to deduct weekly from the pay of such union members and transmit monthly to the financial secretary of local — union dues in accordance with the written authorization card, which shall be in the following form :

\_\_\_\_\_, 1943.

I, the undersigned, an employee of the —, hereby authorize and direct the — to deduct from my wages — cents a week as my membership dues in the Textile Workers Union of America, CIO, Local —, for each week in which I draw a pay, and to pay the same to Local —. This authorization shall be

irrevocable during the term of the contract between \_\_\_\_\_ and the Textile Workers Union of America, CIO, or any renewal thereof subject to terms of said contract.

This card is signed voluntarily, and I understand that my employment does not depend upon my signing it.

Name \_\_\_\_\_.

Address \_\_\_\_\_.

Soc. Sec. No.

Witness:

### *Wage Provisions<sup>5</sup>*

#### MINIMUM RATES

The New Bedford-Fall River Associations agreement which was recently negotiated specifies 65 cents an hour, exclusive of learners and handicapped workers. In the remaining 8 agreements which give plant-wide minimum rates, the minima range from 47½ to 54½ cents an hour; 1 specifies a differential of 5 cents an hour between rates for males and females. The minimum rate does not apply to learners and handicapped workers under 2 of the 5 agreements.

Wage regulations in the textile industry were first inaugurated by minimum wage orders issued by the Wage-Hour Division of the United States Department of Labor under the Fair Labor Standards Act. By April 1942 the minimum wage in the southern textile industry was 40 cents an hour. Before the end of 1942, the National War Labor Board had brought the minimum in a majority of textile plants to 47½ cents an hour in a decision awarding an across-the-board increase of 7½ cents.

The War Labor Board's decision furnished the pattern for numerous wage decisions in the textile industry, and also was a determining factor in the establishment of a minimum-wage bracket for textile labor of 47½ cents by the Atlanta Regional Board. Later the Atlanta Board raised this to 50 cents. The Boston Regional Board set brackets on the basis of piece rate and hourly rate earnings for cotton. The lowest bracket was 52.03 cents. The New England Regional Board has set no brackets for cotton textiles, but has proceeded on a case-to-case basis.

In National War Labor Board cases affecting 50,000 workers in 23 southern cotton-textile companies, and more than 50,000 workers employed in 25 New England cotton and rayon and 6 New York-Pennsylvania rayon companies, the Director of Economic Stabilization approved a new minimum wage on April 7, 1945.

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<sup>5</sup> For additional information on wages and earnings in the industry, see *Monthly Labor Review*, October 1944, *Earnings in Cotton-Goods Manufacture During the War Years*; and *Monthly Labor Review*, December 1941, *Hours and Earnings in Manufacture of Cotton Goods*, September 1940 and April 1941.

Under this ordinance a 55-cent minimum was established for all employees except learners and handicapped persons. Previously the Board had applied 50 cents an hour as the minimum and employers had been authorized to raise wages to 50 cents an hour without applying to the Board for approval. The union (Textile Workers Union of America, CIO) had asked for a 60-cent minimum.

A wage increase of 5 cents an hour was ordered for all employees involved in these cases who were classified in occupations for which the prevailing rate was more than 50 cents an hour.

The Board found that in the wage-rate structure of most of the companies involved the differentials between unskilled, semiskilled, and skilled occupations were too narrow for the maintenance of efficient production and were an important factor in causing the critical shortage of war and civilian textiles. The companies and the union were directed to establish through collective bargaining a more balanced wage-rate structure, providing reasonable differentials above the minimum rate. Guide posts were established by the Board for key occupations in all three cases. The lowest guide rate in the southern and New York-Pennsylvania cases was set at 55 cents an hour for common labor. The lowest in New England was 57 cents for scrubbers and sweepers. Top guide posts (for loom fixers) were \$1.02 in the New England and New York-Pennsylvania cases and 90 cents in the South.

Sixteen of the companies included in this study (covered by 10 agreements, including the Fall River Association agreement, which at that time did not include the New Bedford Association) were parties to the National War Labor Board New England wage dispute, and 6 companies were parties to the southern case. Wage clauses in these agreements were therefore superseded by the War Labor Board directives.

Only 11 of the agreements analyzed contain wage rates and, of these, 2 give plant-wide minima with specific occupational rates above the minimum, 2 give occupational rates only, and 7 only plant-wide minima. Among the agreements providing for plant-wide minima, the New Bedford-Fall River agreement, negotiated subsequent to the WLB directives, grants an 8-cents-an-hour increase over "present" rates or, as an alternate, the schedule of rates as determined by the Northern Textile Commission (whichever is higher), with piece and incentive rates to be adjusted accordingly.

The majority of the 34 remaining agreements provide that present rates are to be maintained (in some instances unless changed by machinery provided for in the agreement) or that they be increased by a specified amount. The Riverside and Dan River agreement, which does not contain wage rates, states that wage provisions are omitted pending the settlement of the minimum wages issue and a general wage increase.

**OCCUPATIONAL RATES**

Detailed occupational rates are found in only 4 agreements for which wage-rate details were available. Occupational rates in 2 agreements range from 52.03 cents to \$1.043 per hour and \$20.81 to \$41.72 per week. In the remaining 2 agreements, 1 lists hourly rates of 47 $\frac{3}{4}$  to 78 $\frac{1}{2}$  cents, while the other lists hourly rates of 48.0 to 86.3 cents and pieceworkers' base rates of \$21.92 to \$25.41 weekly.

**PIECE RATES**

Ten of the agreements outline methods of setting piece rates and provide for some form of union participation in their establishment. Other agreements indicate that piece-rate systems are employed but no details are given. Under the New Bedford-Fall River agreement, piece rates are to be set at a point where 60 percent of all pieceworkers (exclusive of learners) in the same department on the same type of work earn a standard base pay on "full jobs" for a 40-hour week.<sup>6</sup> If this percentage of workers is unable to earn the standard pay in any week, their pay is adjusted accordingly. A penalty of 5 percent of base-rate pay for the period, plus make-up pay, is invoked if the employer fails to adjust the pay. The agreement further provides that if 60 percent of the employees are unable to earn the standard base-rate pay for 8 consecutive weeks, the piece rate is to be reviewed and upward adjustment made to enable employees to earn the base rate, unless the company and the union mutually agree otherwise. Either the union or the company may institute a grievance concerning any established piece rates.

*Changes in Piece Rates*

The New Bedford-Fall River agreement provides that changes in basic methods of pay may be made by mutual consent or by arbitration award. On any change of construction or product, piece rates are not to be set finally until after a trial period, the length of which is to be agreed upon in each instance. During this trial period, minimum earnings are to be the average earnings on previous jobs.

*Guaranteed Earnings to Piece Workers*

The New Bedford-Fall River agreement guarantees each individual pieceworker (exclusive of learners and handicapped workers) weekly earnings equal to the minimum weekly full-time, full-job rate of pay, amounting to 100 percent of present base rates; where established practice in a particular mill sets a higher minimum, the higher minimum applies.

<sup>6</sup> In any industry, when the actual hourly earnings 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.

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U. S. DEPARTMENT OF AGRICULTURE PHOTO BY FORSYTHE

Fig. 1.—View of the first roving process—the slubber

*Miscellaneous Piece-Rate Provisions*

Five agreements follow the New Bedford-Fall River pattern for establishing piece rates, except that 4 weeks is specified instead of 8, before a review is made following employees' failure to earn the standard rate. Further, there is no provision for a penalty should the company fail to adjust earnings. Two other agreements provide for trial periods (one 15 days and the other 30 days) after new rates are set up, before arbitration may be requested. Another agreement guarantees minimum earnings for various jobs, but this minimum is automatically reduced for any employee who fails to earn it for a specified period. The tenth agreement merely provides that any grievance arising out of a shortage of auxiliary help which impairs the operator's earnings is subject to arbitration.

*Piece-Rate Systems*

(See Appendix A, Agreement No. 1, paragraphs 19 to 30.)

**WORK ASSIGNMENTS**

Provisions for changes in work assignments are included in 35 agreements, covering 90 percent of the employees under the agreements analyzed. Although all of the 35 grant the employer the right to institute new work assignments or change existing assignments, nearly all of these stipulate that advance notice must be given to the union, after which the new assignments are subject to a trial period ranging from 20 days to 6 weeks, but most commonly 4 weeks. These provisions are limited in many instances to technological or other than routine changes. The amount of notice to be given, specified in a number of the agreements, ranges from 7 days to 2 weeks. The New Bedford-Fall River agreement provides that the employer shall notify the union of any proposed technological changes, giving details, including anticipated earnings, and that both parties shall meet for discussions at least 2 weeks prior to the change. A number of other agreements follow this pattern in general, although not in as much detail.

Provisions protecting the employee against any reduction in his average hourly earnings during the trial period are included in a number of agreements, including the Riverside and Dan River agreement.

Work assignments are subject to arbitration after a trial period, under 29 agreements covering over 80 percent of the employees; in some of these, the regular grievance procedure must be followed before arbitration may be requested.

Two agreements prohibit reopening of work assignments for either 6 months or 1 year after negotiation or arbitration.

(See Appendix A, Agreement No. 1, paragraphs 39 to 47.)

**INTERIM WAGE CHANGES**

Provisions for general wage changes during the term of the agreement are included in almost all instances. Under 20 agreements a general revision of wages may be requested by either party at any time, although some of these prohibit further reopening of the question for a specified time after an adjustment or arbitration award has been made. Usually, written notice of from 5 to 30 days, outlining the proposed changes, is required. Two of these agreements further provide for automatic adjustment in the event of a general wage change in the industry.

Under 11 agreements, general wage changes are permitted at specified intervals, at the request of either party—all semiannually, except 1 which permits changes quarterly. Provision is made also in 2 of these agreements for automatic adjustment if there is a general increase or decrease of wages in the industry; in 1 of these the strike prohibition is lifted if reductions are made without the union's written approval. Under 1 agreement, both parties are to negotiate immediately in the event of a general revision of rates in the competitive cotton-textile industry, while another stipulates that any reduction must be by mutual consent. Four others provide only for automatic adjustment of rates—2 in the event of an increase or decrease and 2 in the event of an increase only.

Arbitration of general wage changes is provided under most of these agreements, although it is specifically prohibited in 4.

*At Request of Either Party***A**

Either party to this agreement may propose to the other at any time adjustments in rates of pay or wages by giving to the other party written notice of the adjustments proposed, setting forth in detail the grounds and reasons why such adjustments should be made, whereupon the parties will meet promptly for discussion and will endeavor in good faith to reach an agreement. If an agreement is not reached within 15 days from the service of the written notice aforesaid, then either party may demand arbitration of the issue or issues as provided in section 5 of this agreement.

**B**

The question of a general wage increase or general wage decrease may be reopened by any of the parties hereto at any time during the term of this agreement.

*At Specified Intervals***A**

(See Appendix A, Agreement No. 1, paragraph 36.)

**B**

Wages may be subject to review on February 1 and August 1 during each year this agreement shall be in effect, provided that the party requesting a review shall give the other party written notice at least 2 calendar months prior to the

review date. If such notice is given, the parties will forthwith and within the next 30 days, negotiate the question as to whether there shall be a revision of wages and, if so, the details of such revision.

*Automatic*

**A**

Either party hereto shall have the right at any time to request that a general increase or general decrease in wages be put into effect, but no increase or decrease shall be put into effect unless a general increase or decrease in wages in the cotton-textile industry in New England has occurred. If such general increase or decrease in the cotton-textile industry in New England does occur, it shall be put into effect immediately by the employer.

**B**

The company shall put into effect any general increase or decrease in wages which, during the life of this contract, becomes generally effective in the New England cotton-textile industry. Otherwise, there shall be no changes in wages during the life of this contract except through negotiations between the company and the union. Such negotiations may be instituted by either party by notice in writing.

**C**

The parties hereto recognize that the employer is operating in a highly competitive field, and, therefore, changes in wage rates shall be based upon competitive conditions. If there shall be a general increase in wage rates in the northern cotton and rayon weaving industry during the 6 months next following the execution of this contract and such general increase shall be in excess of the increase made by the employer effective as of ——, the employer shall make whatever further increase may be necessary to make its total rate of increase during —— to that time conform to the rate of such general increase.

MISCELLANEOUS WAGE PROVISIONS

*Waiting Time*

Twelve agreements, covering over half of the employees, make some provision for payment for time spent waiting for material or machinery adjustments, or for other causes which are no fault of their own. Usually such employees are paid their regular basic rate for this "dead" time. The New Bedford-Fall River agreement provides for arbitration of any grievance over waiting time and states that a more specific waiting-time provision be implemented, based on present practices in Fall River.

**A**

If employees are forced to wait for work through no fault of their own, no wage reduction shall be made by reason of such idleness. Piecework employees so waiting for a period exceeding 15 minutes shall be paid during time of waiting at their average hourly rate of pay for the previous pay period.

**B**

Where employees are required to remain on their job while waiting for material or because of power shut-down, break-down of machinery, or stoppage in the manufacturing processes due to other abnormal working conditions for

which the employees are not responsible, the employer agrees to pay for the time so lost at the employee's hourly rate of pay in the case of day workers, and at the employee's average hourly earnings in the case of pieceworkers.

#### *Equal Pay for Equal Work*

Ten of the agreements, covering over half of the employees, expressly prohibit different rates for women performing the same work as men. Most of these also prohibit any distinction on the basis of race or other factors not related to the employee's productive capacity. Only one agreement provides a sex differential.

#### A

The principle of equal pay for equal work shall apply. No distinction in compensation shall be made on the basis of sex, race, or other factors not related to the employees' productive capacity.

#### B

(See Appendix A, Agreement No. 1, paragraph 37.)



U. S. DEPARTMENT OF AGRICULTURE PHOTO BY FORSYTHE

Fig. 2.—Intermediate roving process with operator inspecting rolls

#### BONUSES

Extra compensation in the form of a bonus based on a percentage of the net profit, after taxes and other deductions are made, is granted employees under one agreement.

The amount of extra compensation payable to eligible employees shall be based upon the net profits of the company after all charges, but before deduction of

Federal income and excess-profit taxes, as determined by certified audit, for each 6 months' period of the fiscal year beginning \_\_\_\_\_ and ending \_\_\_\_\_.

After deduction of the sum of \$300,000 from the net profits of the company, the following scale of percentages of the balance of the net profits shall be the amount payable to all eligible employees as extra compensation:

33½ percent on first \$550,000	15 percent on next \$100,000
25 percent on next \$100,000	10 percent on next \$100,000
20 percent on next \$100,000	5 percent on balance

The company guarantees to pay each week to all eligible employees as extra compensation (in addition to their regular pay checks) the sum of 10 percent of their regular pay checks for the first 6 months of the fiscal year beginning \_\_\_\_\_ and ending \_\_\_\_\_. The guaranteed percentage of extra compensation to be paid weekly for the 6 months' period beginning \_\_\_\_\_ and ending \_\_\_\_\_ shall be subject to later determination but not later than \_\_\_\_\_. The balance of any sums due to eligible employees as extra compensation after payment of the above shall be payable as soon as practicable after the end of each quarter.

The total amount of the earnings of all eligible employees for each 3-month period (inclusive of time and one-half for all overtime earnings but exclusive of third shift bonuses) shall be the basis for the determination of the extra compensation for each such employee.

The company shall make available to the union as soon as completed, copies of the certified audits for the year showing the total amount paid out as extra compensation under this agreement and the number of employees eligible for the same; and it is agreed that all information concerning said audits of the company shall be submitted and accepted as confidential.

#### TRANSFER RATES

Several agreements which make provision for temporary transfer of employees to other jobs, protect such employees by stipulating that the employee shall suffer no reduction in earnings and that the higher rate of the two jobs is to be paid.

#### A

The company may make temporary transfers from one department to another or from one job to another of not longer than 3 weeks' duration, provided, however, that the higher rate of pay of the two jobs involved shall prevail and said employee shall not suffer a reduction in earnings as a result of such temporary transfer.

#### B

(See Appendix A, Agreement No. 1, par. 35.)

#### LEARNERS' RATES

Nine agreements prescribe rates below the minimum for learners. Under 6, including the New Bedford-Fall River Associations agreement, the learning period is 6 weeks, after which time employees receive the minimum rate for regular employees. Those on piecework are to receive the piece rate if earnings exceed the established hourly minimum for learners. Of the remaining 3 agreements, one establishes a 32½-cent minimum for learners for a 6-week period; another

guarantees 80 percent of the minimum rates for 6 weeks, and 80 percent of the rates in effect if the employee is transferred to a new job requiring further learning for a maximum of 6 weeks. (This applies to "permit" members only—union members are paid the full minimum rates.) In the third agreement, learners' pay begins at 42.5 cents per hour for the first 30 days and increases at intervals to 48 cents (the minimum wage) after 120 days.

#### A

New employees without previous knowledge or without sufficient training, skill, and ability to perform any particular job shall be regarded as apprentices and when hired shall work for a probationary period consisting of the first 6 weeks of employment. During the first 6 weeks of employment, apprentices shall be paid at the rate of — an hour. If, at the end of such period the apprentice is not, in the opinion of the management, considered qualified for assignment to regular employment, the same shall be considered as just cause for discharge. If the apprentice is considered qualified for assignment to regular employment, he or she shall be paid the regular rate for the work done.

Wages for apprentices on piecework shall be figured at established rates with a guaranty of the minimum wage above provided for.

#### B

The guaranteed earnings for all learners for a period of 6 weeks will be 80 percent of the minimum rates in effect on —.

The guaranteed earnings for all employees who have served his or her 6-week learning period and are transferred to a new job where a further learning period is required will be 80 percent of the rates in effect in accord with this agreement. It is understood, however, that no employee will be required to serve a further learning period in the same or similar job. This provision shall apply, however, to "permit members" only. Members of the union shall be paid the full minimum rates provided for in this agreement.

#### INSURANCE BENEFITS

Under the New Bedford-Fall River agreement, each member mill is required to maintain, at its expense, the group insurance plan currently in operation. Former agreements with these associations outlined the following benefits:

*Life insurance.*—\$500 (\$500 additional if death is due to accident).

*Hospitalization.*—Limit, 31 days; \$4 daily with \$20 special benefits.

*Sickness and accident benefits.*—Cover nonoccupational accidents and diseases not already covered by workmen's compensation. Maximum: 13 weeks for any one continuous period of disability; 6 weeks for one pregnancy; \$10.50 a week.

*Dismemberment benefits.*—Principal sum \$500, varying with extent of injury.

Identical insurance benefit plans are provided in 3 other agreements covering New England mills.

The New Bedford-Fall River agreement, in addition, provides for

a committee representing the associations and the union, with an impartial arbitrator, if necessary, to suggest changes in the plan then in effect (at no greater average cost to employee), which were to be adopted by the employer on January 1, 1946. The union was granted the right to request further revision of the program on August 1, 1946, with provision for arbitration in case the parties failed to agree. This agreement also provides for the cancellation of any benefit provision should a Federal or State social security law impose a charge on the employer for a parallel benefit. Two other agreements refer to group insurance plans, but the details of the plans are not specified.

#### SAFETY AND HEALTH

Several agreements contain clauses stating that the employer will make "reasonable provisions" for the safety and health of the employees, two specifying that compliance with State laws is sufficient.

##### A

The mill shall continue to make reasonable provisions for the safety and health of its employees during the hours of employment. Compliance with the rules and regulations of the North Carolina Department of Labor shall constitute compliance with this provision.

The mill will welcome any practical suggestions from the union as to safety and health conditions in the mill. The union shall cooperate with the mill in maintaining its present policies, rules, and regulations as to safety and health and such reasonable rules and regulations as the mill may hereafter provide for keeping the plant and premises clean, sanitary, and safe.

##### B

The company agrees to make all reasonable provisions for the safety and health of the employees during the hours of their employment. The union agrees to promote in every way possible the realization of the responsibility of the individual employee with regard to preventing accidents to himself or his fellow employees during the hours of their employment.

#### *Hours, Shift Provisions, and Overtime*

##### HOURS AND OVERTIME

The cotton-textile industry worked on a 48-hour week from May 14, 1944, to August 18, 1945, under War Manpower Commission orders, but this was not mentioned in the agreements analyzed. The Fair Labor Standards Act, however, requires payment of overtime for all hours worked in excess of 40 per week.<sup>7</sup>

All but two agreements (which contain no reference to hours or overtime) limit the normal workweek to 40 hours. Forty specify that the normal workday shall consist of 8 hours. Several permit a shorter

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<sup>7</sup> Under the Fair Labor Standards Act all workers must be paid at one and a half times their regular rate after 40 hours per week. It is not mandatory under the Fair Labor Standards Act to pay overtime after 8 hours per day.

workday and make-up time on Saturday in those departments where, by reason of State laws regulating the hours of work for women, the full 40 hours cannot be regularly scheduled from Monday through Friday. In many States, however, laws were amended to permit relaxation of these restrictions for the duration of the war.

Overtime pay at the rate of time and a half for all work in excess of 8 hours per day or 40 per week is specified in 30 agreements, covering over 85 percent of the employees, and for over 8 hours per day in 9 agreements. (One of the agreements in the first group, the New Bedford-Fall River agreement, also grants overtime pay for all hours worked in excess of any regularly scheduled shifts of less than 8 hours; another excepts dye-house and bleachery employees, who receive overtime only on all hours in excess of 10 a day.) Less than half of these agreements, covering approximately a third of the employees, exclude maintenance employees (and in a few instances shipping and stock clerks) from provisions regarding daily overtime and limit overtime pay to all time worked over 40 hours per week. An exception is made, however, in one instance, when work falls under the provisions of the Walsh-Healy Act.<sup>8</sup>

The remaining 4 agreements provide for payment of time and a half to all employees covered by the agreement for hours in excess of 40 per week.

A number of agreements make special provision for overtime pay for maintenance men for work outside their regular hours. Several, including the New Bedford-Fall River Associations agreement, grant time and a half for all hours up to 10 p. m. and double time from 10 p. m. to the regular starting time; one grants time and a half for emergency work between 6 p. m. and 7 a. m.; another, time and a half to first shift maintenance employees for all hours up to 11 p. m. and double time after 11 p. m., and on the second shift, time and a half up to 7 a. m. and double time after 7 a. m.

One agreement specifies that if any change in the laws permits a longer workday or workweek without overtime pay the present overtime provision becomes null and void, and pending renegotiation the company may operate in accordance with the new law. This agreement also excludes from application of the overtime provision any employees not covered by the Fair Labor Standards Act.

## A

The 8-hour day and 40-hour week shall be continued. The workweek shall commence on Monday morning and shall end on Friday evening, except for the third shift, whose workweek shall end on Saturday morning, and maintenance

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<sup>8</sup> Under the Walsh-Healy Public Contracts Act on certain types of contracts all employees are paid time and a half after 8 hours per day or 40 hours per week.

and nonproduction employees who have varied regularly scheduled workweeks of 5 consecutive days. Watchmen and firemen shall continue their presently scheduled workweek of 5 days.

All employees who may work more than 8 hours in any 1 day or more than 40 hours in any 1 week, shall be compensated at the rate of one and one-half times the regular hourly wage rate but without duplication.

## B

(See Appendix A, Agreement No. 1, paragraphs 48 to 51.)

### PAY FOR WEEK-END WORK

Premium rates for week-end work are specified in 31 agreements, covering 90 percent of the employees. Of these agreements, 26, in accordance with Executive Order 9240, provided double time for the seventh day worked in a workweek, and all but 2 provided time and a half for the sixth day worked.<sup>9</sup> Three of these agreements limited this provision to the war emergency and provided for the restoration of premium pay on Saturday and Sunday as such (time and a half for Saturday and double time for Sunday) when Executive Order 9240 was rescinded. All 5 agreements exclude maintenance workers if their regular workday falls on Saturday or Sunday, but provide time and a half for the sixth day and double time for the seventh. Four agreements call for renegotiation of the premium pay provision after the emergency. Of the remaining agreements, 1 indicated that premium pay provisions for Saturday and Sunday and sixth- and seventh-day work were under dispute and had been submitted to the War Labor Board; the others made no mention of premium pay for week-end work.

Several agreements specifically state that if no work is performed on a holiday, the day is counted as a day worked in computing the sixth day in a workweek.<sup>10</sup> A few agreements also make this provision in the event an employee loses time at the company's request; others stipulate that no employee shall be laid off during a workweek for the purpose of shifting that employee to Saturday or Sunday work, or to the sixth or seventh day, without overtime.

## A

**Employees agree to work on the sixth and seventh day of the week if requested or scheduled. Unless the worker has been absent at his or her own request, or for causes beyond the control of the company, and when not in conflict with governmental orders, time and one-half will be paid for all work done on the**

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<sup>9</sup> "On all work relating to the prosecution of the war," Executive Order 9240 (which was rescinded on August 21, 1945) prohibited premium pay for Saturday and Sunday work as such and made the payment of double time for the seventh consecutive day of a regularly scheduled workweek mandatory.

<sup>10</sup> Under Executive Order 9240, even when no work was performed on a holiday, this day was counted as a day worked in computing the sixth day in a workweek, unless the agreement had a provision to the contrary.

sixth and double time will be paid for all work done on the seventh day of the workweek. Any changes in the regular work schedules shall be by mutual agreement.

### B

(See Appendix A, Agreement No. 1, pars. 52 to 55, 57, and 59.)

#### HOLIDAYS

None of the agreements analyzed provide pay for holidays not worked. Unpaid holidays, varying from 3 to 10—most commonly 6—were listed in 42 of the 45 agreements. Penalty rates for work on such holidays were provided in 33, of which 26 conformed to Executive Order 9240, providing that time and a half be paid on 6 designated holidays.<sup>11</sup> In addition, 3 of the 26 agreements provide for the resumption of time and a half on 10 holidays, instead of 6, after the emergency. Five agreements provide for time and a half on designated holidays, varying from 3 to 8. The New Bedford-Fall River agreement, signed after Executive Order 9240 was rescinded, provides for time and a half on 10 holidays. The remaining agreement established double-time rates for 7 holidays, but this provision was superseded during the time Executive Order 9240 was in effect. Several agreements, with smaller mills, exclude from the premium rate firemen and watchmen, or employees whose duties call for work on holidays.

### A

Time and one-half will be paid for all work performed on the following holidays: New Year's Day, May 10th, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. Should any holiday fall on Sunday, the following Monday shall be observed, and holidays shall be counted as days worked for the purpose of computing overtime.

### B

(See Appendix A, Agreement No. 1, par. 56.)

#### SHIFTS

The National War Labor Board, on February 20, 1945, issued a directive order covering 23 southern cotton-textile companies, granting a premium of 5 cents per hour for all hours worked on the third shift, retroactive to October 1, 1944. Agreements for 6 of the 23 companies are included in this study and none contain a provision for shift differentials.

Shifts are mentioned in a small number of the agreements; only 4 specifically provide for wage differentials and in each instance for only the third shift. Of these, the New Bedford-Fall River agreement provides for a 7-cents-per-hour differential for the third shift; 1 pro-

<sup>11</sup> Executive Order 9240 required the payment of time and a half on New Year's Day, the Fourth of July, Labor Day, Thanksgiving Day, and either Memorial Day or 1 other holiday of greater local importance, and prohibited premium pay for any other holiday.

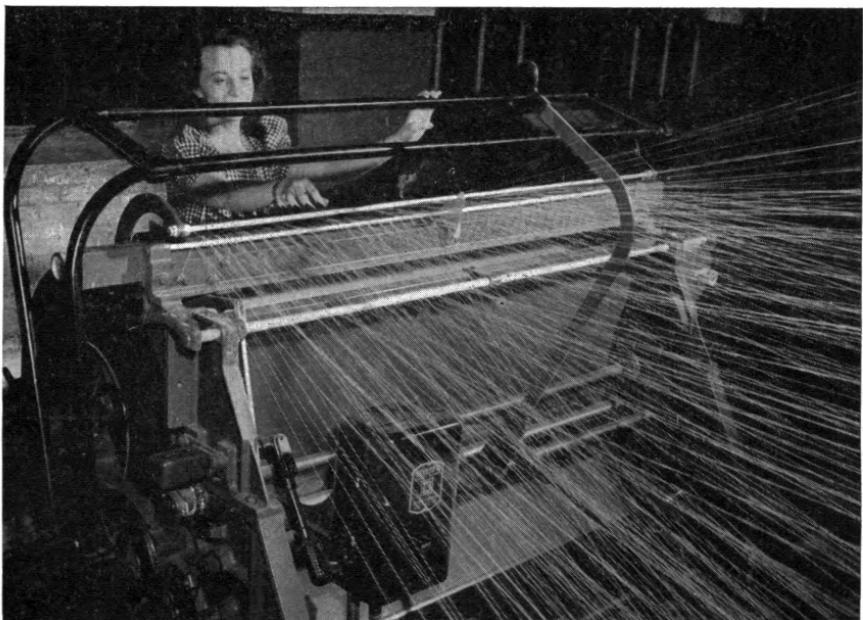
vides for a 10-percent differential if an "emergency" third shift is necessary; another, time and a quarter for straight time to weavers and 12 percent over their regular rates to others than weavers; and the fourth, 8 hours' pay for 7 hours' work.

### A

(See Appendix A, Agreement No. 1, par. 32.)

### B

Each shift shall have a scheduled workday of not more than 8 hours, and a scheduled workweek of not more than 40 hours, during which regular rates of pay shall apply, except as to the third shift workers, who shall be paid 8 hours' pay for each shift, which is 7 hours.



U. S. DEPARTMENT OF AGRICULTURE PHOTO BY FORSYTHE

Fig. 3.—The warp threads in a high-speed warper

### *Paid Vacations*

Paid vacations are provided in 33 agreements, covering approximately 90 percent of the workers under the 45 agreements analyzed. The maximum vacation pay varies from less than 1 week to 2 weeks, depending on length of service. In addition, 1 of the agreements included in this analysis which contains no vacation provision is affected by a recent decision of the War Labor Board, granting paid vacations to 11 southern companies. The directive order grants 1 week's vacation with pay to employees with 1 year of service, unless a more liberal plan was contained in an expired agreement with the

company involved. The vacation allowance is to be computed as 2 percent of the employee's total earnings during the previous year, and during the war employees were to receive vacation pay in lieu of vacation time off if the company "requires their services in the interest of war production."



Twenty-five agreements, covering over 75 percent of the workers under agreements granting paid vacations, provide for a maximum of 1 week's paid vacation.<sup>12</sup> Twenty-three of these have a service requirement of 1 year and 2 require 3 months, for 1 week's vacation pay. Pay for 1 week's vacation is based on 2 percent of annual earnings in 13 agreements; in 5 agreements, on 40 times the regular rate or average piece rate; in 3, on the number of hours per week the mill is scheduled, times the regular rate or average piece rate; on 40 times average hourly earnings in 2 agreements; on average hourly earnings over a specified period in 1 agreement; and on average weekly pay for a basic 40-hour week in another.

In addition, 3 of these 25 agreements have graduated vacation schedules, granting vacation pay after 3 months' service. In two instances pay is prorated from the equivalent of 1½ days' pay after 3 months, and in the other with a flat rate ranging from \$6 to \$18 for 3 to 9 months' service.

The remaining eight agreements have graduated vacation plans and grant a maximum of 2 weeks' paid vacation after 5 years' service, with 1 week's vacation after 1 year. In addition, the New Bedford-

<sup>12</sup> In addition, 2 of the 25 agreements providing for a maximum of 1 week's paid vacation are affected by a recent decision of the New England Regional War Labor Board, covering 11 New England cotton and rayon mills and granting 2 weeks' paid vacation to employees with 5 or more years' service. However, this directive order was not to become effective until the question of price ceilings involved had been decided by the OPA and/or the Director of Economic Stabilization.

Fall River agreement grants vacation pay after 3 months. Seven of these agreements base vacation pay on 2 percent of the employee's annual earnings for 1 week's vacation and 4 percent for 2 weeks, with an additional provision in 1 agreement granting 3 percent for 1½ weeks' vacation to employees with 3 years' service; the other agreement grants the vacation "with full pay."

Compensatory pay in lieu of vacations is provided for in 28 of the agreements, in 24 at the company's option, in 3 at the employee's option, and in the remaining agreement by mutual consent.

#### A

All regular employees who have been with the company continuously for 1 year or more as of July 1, 1943, shall receive either 1 week's vacation with pay or 1 week's pay in lieu of a vacation. This week's pay will be on the basis of a 40-hour week at the hourly rate worker's hourly basis and the piece rate workers' standard rate.

#### B

(See Appendix A, Agreement No. 1, pars. 98 to 101.)

#### C

(a) Each employee who shall be in the employ of the employer on July 1, 1945, and who shall as of that date have been in such employ for 1 year and less than 3 years, shall be entitled to a vacation of 1 week with vacation pay amounting to 2 percent of his "annual straight-time pay," as hereinafter defined in subdivision (d) of this section, for the period commencing with July 1, 1944, and ending June 30, 1945. If the company fails to provide 2,000 hours of work to any employee qualifying under this subdivision (a) during said year and such employee had been available for work at all times during such year for the company, then the vacation pay of such employee under this subdivision shall not be less than 40 times his average hourly straight-time earnings.

(b) Each employee who shall be in the employ of the employer on July 1, 1945, and who shall as of that date have been in such employ 3 years and less than 5 years, shall be entitled to a vacation of 1½ weeks with vacation pay amounting to 3 percent of his "annual straight-time pay," as hereinafter defined in subdivision (d) of this section, for the period commencing with July 1, 1944, and ending June 30, 1945. If the company fails to provide 2,000 hours of work to any employee qualifying under this subdivision (b) during said year and such employee has been available for work at all times during such year for the company, then the vacation pay of such employee under this subdivision shall not be less than 60 times his average hourly straight-time earnings.

(c) Each employee who shall be in the employ of the employer on July 1, 1945, and who shall, as of that date, have been in such employ 5 years or more, shall be entitled to a vacation of 2 weeks with vacation pay amounting to 4 percent of his "annual straight-time pay," as hereinafter defined in subdivision (d) of this section, for the period commencing with July 1, 1944, and ending June 30, 1945. If the company fails to provide 2,000 hours of work to any employee qualifying under this subdivision (c) during said year and such employee has been available for work at all times during such year for the company, then the vacation pay of such employee under this subdivision shall not be less than 80 times his average hourly straight-time earnings.

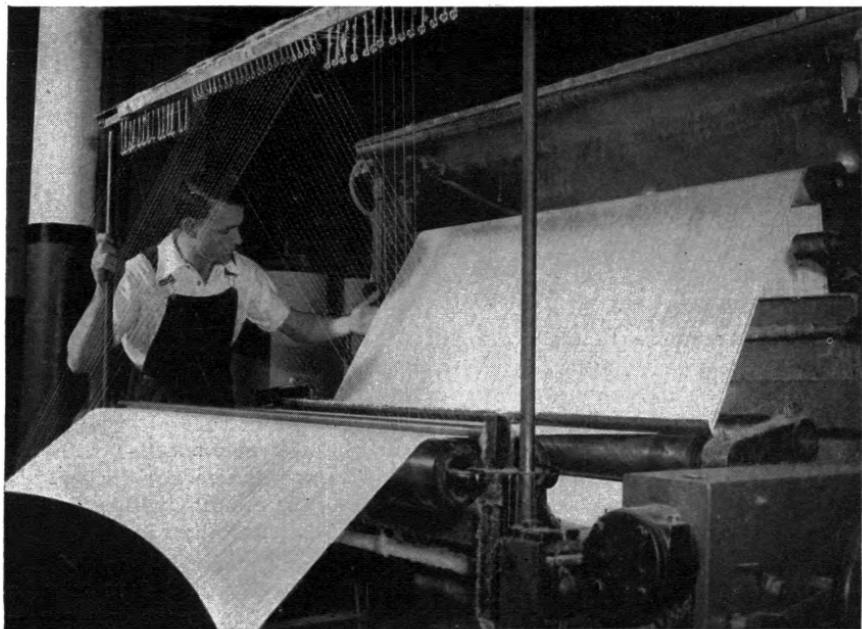
(d) "Annual straight-time pay" means the total actual earnings of such employee for all hours worked during said period July 1, 1944, to June 30, 1945, including overtime hours worked but computed only on a straight-time basis.

(e) Inasmuch as this contract also covers the calendar year 1946, the foregoing provisions of this section shall likewise apply to the vacation for the calendar year 1946 except that the employment date will be July 1, 1946, instead of July 1, 1945, and the yearly period July 1, 1945, to June 30, 1946, instead of July 1, 1944, to June 30, 1945.

Claims for vacation pay or grievances with respect to vacation pay must be presented in writing to the personnel office of the employer within 30 days after the general payment of such vacation pay is made, and claims for vacation pay shall be deemed waived unless presented in said 30-day period.

### *Leave of Absence*

The majority of the agreements make provision for retention of seniority rights during leave of absence for specified reasons—sick leave, maternity leave, military leave, leave for union business, and for personal reasons.



U. S. DEPARTMENT OF AGRICULTURE PHOTO BY FORSYTHE

Fig. 4.—Cotton warp entering and leaving a size box on a slasher

While the Nashua Manufacturing Co., Nashua Division, agreement specifically states that seniority is cumulative during leave of any employee to act as business agent for a maximum of 1 year and another agreement states that it is cumulative during a maximum absence of 6 months for hospitalization, confinement, or any serious operation,

it is not clear in any of the others (except for military leave, when seniority is usually cumulative) whether seniority is cumulative or merely retained. The agreements generally state that leaves will be granted under certain conditions "without loss of seniority."

Leaves are limited to a specified time in almost all instances, although renewal privileges are often granted. Sick and maternity leaves are most commonly granted for duration of illness, for "reasonable duration," or for 12 months. Leaves for union business are generally granted for the duration of the employee's term as union officer, for "reasonable duration," or for 1 year. A maximum of 30 days is usually granted employees on leave for personal reasons, with privilege of renewal. Refusal to grant leave, or discrimination among employees, is subject to grievance and arbitration procedure under the New Bedford-Fall River agreement.

#### A

(See Appendix A, Agreement No. 1, par. 88.)

#### B

An employee may, upon request and with the approval of the industrial relations manager and the overseer of the employee's department, be granted a leave of absence, not to exceed 6 months and subject to renewal, without loss of seniority providing he returns to work at the end of the leave of absence or is granted a renewal by the company. An employee who fails to return at the end of his leave will be considered as having quit. Leave of absence of 12 months may be granted pregnant employees. No leave of absence, including renewal, shall exceed 1 year, except under (c) below.

Leaves of absence will be granted for any of the following reasons:

- (a) Employee's own illness or disability.
- (b) Illness or death in the employee's immediate family.
- (c) Military duty. An employee leaving the service of the company to serve the Federal Government in its armed forces or in Federal mobilization for war purposes pursuant to resolutions and/or acts in connection with the national defense or war effort, shall retain and accrue his seniority during such service, provided he makes application to return to the company within 90 days after he has received an honorable discharge and is physically capable of performing the work assigned to him.

(d) Personal reasons. A leave of absence not to exceed 30 days may be granted upon request of the employee and recommendation by the overseer of the employee's department.

A leave of absence will be granted an employee to carry on union activity for the United Textile Workers of America; upon termination of such leave, he shall be returned to his former job or like position without loss of previous-service credit, together with accumulative service, and at the prevailing rate of pay.

It is further agreed that the shop committeeman will receive written notice of any leave of absence granted in his department.

## C

Employees wishing to secure leave of absence shall request the same from the overseer of his or her department, in writing, and the overseer shall immediately furnish the shop steward of that department a copy of the request and a statement of his decision. The request shall state for what purpose and to what date the leave is desired, which shall not exceed 30 days' duration, except in cases of illness or pregnancy, in which cases leaves of absence shall be granted for the duration of illness. Employees absent for longer than a reasonable period of time for a stated illness may be required to furnish a certificate from a reputable physician showing proof of continued illness; however, such certificate shall be required no more than once in any 90-day period. Leaves of absence shall be granted to business representatives of the local union for the duration of their elected period. Leave of absence shall also be granted to any employee selected to represent the national union so long as they remain in that capacity. Any employee failing to report back on or before the expiration date of any leave of absence without justified cause shall waive all right to his or her seniority. Applications for extension of leave of absence shall be made in the same way as original application.

*Seniority Provisions*

All of the agreements contain seniority provisions granting preferential treatment based on length of service, in some instances in conjunction with other factors. Seniority rights are applied to lay-off and rehiring in all of the agreements except two covering approximately 2,000 employees, one limiting application to lay-off and the other to rehiring. According to agreements covering 90 percent of the employees, promotions are governed solely by seniority, while in others seniority is considered along with other factors, such as ability, experience, etc. Other benefits of seniority under these agreements include preference in transfer and choice of shifts.

## SENIORITY UNIT

The unit to which seniority applies is defined in all but two of the agreements covering 2,000 employees. The most recurrent type is company-wide seniority (length of service with the company) applied either by department, occupation, or occupation-within-the-department. Employees transferring from one unit to another transfer all previously earned seniority rights. This type of seniority provision occurs in 19 agreements covering 40 percent of the employees. Practically all of these provisions specify that a combination of company-wide seniority applied by one of the units mentioned is to be used for lay-off and rehiring, and frequently for promotions, with a few specifically stating that straight company-wide seniority is to be used for all other matters. A few vary the combination, using company-wide seniority by department in lay-off and rehiring and company-wide seniority by occupation in promotions.

In contrast, department-wide, occupation, or occupation-within-the-department seniority is provided for in the remaining 24 agreements. Of these, 8 agreements covering 12 percent of the employees under the agreements analyzed provide for seniority by occupation; 13 covering 19 percent for seniority by department; and 3 covering 29 percent for seniority by occupation-within-the-department. Under such provisions the employee's length of service with the company is not counted. In some agreements, employees transferring to another department or occupation lose previously earned seniority rights and start at the bottom of the list. Sometimes the loss is immediate and again seniority may be retained in the old unit for a specified time, most commonly 30 days or 12 months, but varying from 30 days to 12 months, after which the transferred employee acquires seniority rights in the new unit, retroactive to the date of transfer. In others, employees retain their seniority in the former occupations or departments, and start at the bottom of the seniority list in the new departments or occupations, unless they had previously earned seniority rights in these same units. Where seniority is retained, employees laid off by seniority in one unit may displace workers with less length of service in other units where they still have seniority rights.

#### PROBATIONARY PERIOD

Approximately 80 percent of the workers under the agreements analyzed are required to serve a probationary period before acquiring seniority rights. The acquisition of seniority, in practically all instances, is retroactive to the beginning of the probationary period, which is most commonly 6 weeks, although it varies from 15 days to 6 months.

#### PREFERRED STATUS FOR SPECIAL GROUPS

According to agreements covering approximately 65 percent of the employees, top seniority, for purposes of lay-off and rehiring only, is granted members of the shop committee, shop stewards, and in some instances union officials.

#### LAY-OFF AND REHIRING

##### *Work Sharing*

Two agreements specifically provide for sharing of work before lay-offs of permanent employees. One specifies sharing among permanent employees (i. e., those not hired as temporary employees and who have completed their probationary period) until a minimum of 24 hours is reached; the other stipulates that work shall be shared until a minimum of 32 hours a week for 6 consecutive weeks is reached, after which lay-offs are to be made until the average workweek for

those retained is 40 hours. A third merely requires that a reasonable effort be made to share the work among employees doing similar work in the department.

#### *Application of Seniority*

Seniority is the determining factor in lay-off and rehiring in 32 agreements covering over two-thirds of the employees. A number of these agreements make an additional stipulation that seniority shall govern in lay-off and rehiring only if the employee is qualified to do the job. One agreement specifies that if the seniority rules "work a hardship on families living close to their jobs" the company is "granted a reasonable tolerance" and such cases are taken up by the shop committee. In one instance, it is specifically stated that if the employer departs from seniority the union and employee with highest seniority may demand arbitration.

Another method of determining workers to be selected for lay-off and rehiring is outlined in six agreements (including the Riverside and Dan River Cotton Mills) covering almost two-thirds of the remaining employees. Under these agreements, seniority is given consideration in determining the order of lay-off and rehiring only if other factors, such as ability and efficiency, are equal. According to the seven remaining agreements, seniority is given due consideration along with experience, competence, skill, and efficiency.

#### *Retention of Seniority in Lay-Off*

Eighteen agreements, covering almost a third of the employees, make specific provision for retention of seniority during lay-offs. Nine of these specify a time limit; in five agreements 1 year is the maximum, with the additional provision in one that if the employee is employed elsewhere during the lay-off period he forfeits his seniority; in three the maximum is 6 months; and in the remaining agreement, 3 months.

#### PROMOTIONS

Seniority rules governing promotions are outlined in 34 agreements, covering 90 percent of the employees. In 5 of these agreements, covering almost 35 percent of the employees, seniority is weighted with other qualifications, such as experience, skill, and competence to do the job. Under the New Bedford agreement, included in this group, vacancies are to be filled within 30 days by workers with experience in the vacant job; if not filled in that time, seniority and ability rule. Two of these agreements provide that if promotions are made by management on grounds of qualifications, without regard to seniority, the union and employees with higher seniority may request a statement of the reasons for disregarding seniority.

In 17 agreements, covering over 35 percent of the employees in this group, promotions are based strictly on seniority. As in lay-off and rehiring, most agreements stipulate that ability to do the job is essential. One of the agreements specifies, however, that if promotion is made without regard to seniority, the union and the employee with the highest seniority may demand arbitration. In addition, a trial period of from 4 to 6 weeks is generally specified. In one instance, the company's judgment of an employee's ability to do the job after the trial period is subject to arbitration.

In the 12 remaining agreements, covering another 30 percent of the employees in this group, seniority is the determining factor when other qualifications are substantially equal. Six of these agreements provide for arbitration of the application of these promotion provisions.

Although some agreements do not mention arbitration in connection with promotions, since most agreements provide grievance and arbitration machinery for settlement of any disputes arising out of the application of the agreement, disputes over promotions are undoubtedly included in this procedure.

Practically all of the agreements provide that in making promotions to supervisory positions, including second hands, seniority shall not be considered. Such promotions are entirely within the jurisdiction of the employer. The New Bedford-Fall River agreement excludes such promotions from grievance procedure, but provides for retention and accumulation of the promoted employee's seniority in his former unit for 90 days. Another agreement, covering a small mill, provides for indefinite retention of an employee's seniority on his old job after such a promotion.

#### **LOSS OF SENIORITY RIGHTS**

Agreements covering approximately 70 percent of the employees specify that seniority rights are forfeited in case of discharge or quits, or because of unjustified absence or failure to report at the expiration of leave of absence. Under agreements covering approximately 60 percent of the employees, seniority rights are forfeited by employees who fail to return to work after lay-off within a specified time after recall, varying from 24 hours to 1 week. In some instances, seniority rights are forfeited also if an employee works elsewhere and this work interferes with his job, and if an employee violates the no-strike provision.

#### **POSTING OF SENIORITY LIST**

Agreements covering approximately 70 percent of the employees specifically require that seniority lists be posted by the company. In most of these agreements, the employee is granted the right to appeal his seniority listing, generally within 30 days.

## GENERAL

Flexibility in the operation of the seniority provisions is provided in 5 agreements covering over 30 percent of the workers. These state that the employer and the union "by mutual agreement from time to time, may make variations in the application and departure from the strict requirements thereof."

*Seniority***A**

Seniority is defined as the length of an employee's service with the company dating from the date of last employment, except as otherwise provided herein; the purpose of which is to provide a declared policy of right of preference measured by such length of service.

It is mutually agreed that seniority within departments in lay-offs and recalls shall prevail, provided the employee retained or returned is qualified, or has demonstrated an ability to qualify, to fill the position. Members of the general shop committee and the president of the local union shall head the seniority roster in their respective departments for the purposes of lay-offs and recalls.

A job other than a supervisory one becoming open as a permanent vacancy shall be posted immediately on the room bulletin board by the overseer in that department for a period of 3 working days. The senior employee within the department who is qualified, or has demonstrated an ability to qualify, to perform the work and bidding on the job in writing (in duplicate) within such time (copy to overseer and copy to shop steward) shall be assigned to the job immediately. The shop steward shall be promptly notified to whom the job is assigned. During the 3-day period while the job is posted, the company shall temporarily fill the job as provided in subsection (d) hereinafter. If, within a reasonable time, the employee assigned to the job fails to qualify to perform the work, he or she will be removed and placed on the spare floor of the department. Except for justified causes, no employee with a regular job may give up his job and go to the spare floor.

A temporary vacancy shall be offered to the senior spare employee of the department who is qualified and available to fill such temporary vacancy. If the senior spare employee declines the vacancy, it shall be offered to the other qualified and available spare employees in the order of their seniority standing. Should none of such spare employees wish the temporary vacancy, then the company may require the one with lowest seniority standing to fill the vacancy and remain on the vacancy until the return of the regular employee or until such spare employee absents himself or herself. If any spare employee thinks that he or she has not been assigned a job in accordance with his or her seniority, the grievance shall immediately be called to the attention of the shop steward and the employee's immediate supervisor for proper adjustment. It is understood and agreed that the company may limit the number of spare employees in any department or shift. It is understood and agreed that any spare employee assigned to a temporary vacancy shall remain on the vacancy until the return of the regular worker or until he or she absents himself or herself.

Permanent transfers of employees from one department or plant to another department or plant will only be made by mutual consent of the employee affected and the company. Such transferred employees shall retain their seniority in the department transferred from; but shall begin in the department transferred to as junior employees, except where such employees already had accumulated seniority.

The company may, if necessary, make temporary transfers of employees from one job to another or from one department or plant to another of not longer than a week's duration; provided, however, that the higher rate of pay of the two jobs involved shall prevail, and under no circumstances shall an employee suffer a reduction in earnings as a result of such transfer. Such transfers shall be made without prejudice and shall take into consideration seniority and the wishes of the employees involved. Should none of the employees involved desire such transfer, the company may require those with least seniority to accept such transfers.

New jobs or vacancies in any department shall be offered to those employees who have been laid off before hiring new employees for such jobs; provided such laid off employees are qualified to fill such jobs. Notice to the business agent of the local union shall be deemed sufficient. Such employee so notified shall report for work within 1 week from service of notice or forfeit his right to that job.

The company will post and maintain on the bulletin board in each department the seniority roster for that department showing the current seniority standing of each employee and will furnish the business agent copies of all such rosters. The company will correct these rosters at least every 30 days. Any appeals from the seniority rosters as posted shall be made through the regular grievance procedure within 30 days of the posting; otherwise, the rosters will be considered final, indisputable errors excepted.

If an employee becomes physically incapable of performing his regular work through accident, sickness, or other cause, the company shall, if the employee so desires, give him such other available work as he is capable of performing. If this should result in the displacement of another employee, the one with lowest seniority standing in the classification and shift to which the handicapped employee is assigned shall be the one displaced.

For the purposes of establishing seniority, all new employees shall be considered probationary employees for the first 6 weeks of their employment. After 6 weeks' service with the company, such employees shall have seniority dating from the date of their employment.

## B

Seniority shall be determined in accordance with the following rules:

Seniority shall be by job classifications, and shall be based upon length of continuous service in each job classification. Periods of lay-off shall not interrupt continuous service. Continuous service in the yarn spinning mill shall in no case be considered as commencing prior to \_\_\_\_\_.

New employees shall have no seniority rights during the first 6 weeks of their employment. At the end of that period their seniority shall date from the date of employment.

Members of the union shop committee and officers of the local union shall have top seniority, for purposes of lay-off and recall only, in their respective job classifications during their respective terms of office.

An employee shall lose all seniority rights if he or she (a) quits or terminates his or her employment, or (b) is discharged. An employee who does not report for work immediately if available, but in any event within 72 hours after notice of recall, shall be considered as having terminated his or her employment, provided that illness incapacitating the employee for work, or extended absence from home at the time of recall, shall be sufficient excuse for not reporting if the company is informed of the excuse within 48 hours after receipt of notice of recall. An employee who is proved to have been employed elsewhere during an unauthorized absence from work, or during a permitted leave of absence, shall

be considered as having terminated his or her employment. An employee who quits or terminates his or her employment or is discharged shall, if rehired, be considered for all purposes as a new employee.

An employee who is transferred from one job classification to another (in accordance with section D of this article) shall not be entitled to seniority rights in the classification to which he or she is transferred for a period of 1 year. During that period the employee shall, for purposes of lay-off and recall only, retain seniority rights in the classification from which he or she was transferred. At the end of that period the employee shall be entitled to seniority rights in the classification to which he or she was transferred, accrued from the date of transfer, and shall lose all seniority rights in the classification from which he or she was transferred.

A seniority list shall be prepared for each job classification, with the names of employees thereon in order of their seniority in accordance with section A of this article. Each list shall be furnished to the union and shall be revised twice each year. Any grievance with respect to any list shall be submitted to the company within 30 days after the list shall have been furnished to the union.

All lay-offs in each job classification shall be made in the order established by the seniority list, upon the basis of "last in—first out." All recalls following lay-off shall be made upon the basis of "last out—first in."

When an employee is transferred by the company to higher skilled or higher paid jobs in the same department which have a functional relationship, the transfer shall be made upon the basis of seniority and other necessary qualifications to perform the work required. When such transfers are made by management on grounds of qualification to perform the work required, without regard to seniority, the union and the employee or employees with higher seniority than the employee transferred shall be entitled upon request to a statement of the reasons for disregarding seniority.

Vacancies which may occur in any operation which is operated on a shift basis shall be filled by employees in accordance with their seniority ratings as follows: Should a vacancy occur on the first shift, the worker on the second shift having the highest seniority for that operation who desires to make the transfer shall be assigned to the job; should a vacancy occur on the second shift, the same procedure shall be followed and the assignment shall be made from amongst the third shift workers. The order in cases of shift transfers shall be from the third shift to the second shift to the first shift. Each employee desiring to be transferred from one shift to another shall notify his overseer of such desire, and each overseer shall keep a permanent list by operation of the employees desiring to make such transfer. After the transfer has been offered to all on the list, vacancies may be filled from any source. The provisions of this section shall not apply to temporary employment or transfers made necessary by the absence of regular employees of the first or second shifts.

Promotions of employees to jobs outside the bargaining unit (for example, to second hand) shall be at the sole discretion of management, shall not be restricted in any way by seniority, and shall not be the subject of a grievance, dispute, or arbitration hereunder.

To assure flexible, fair, and equitable application of the foregoing seniority provisions, the company and the union, by mutual agreement from time to time, may make variations in the application and departure from the strict requirements thereof.

## C

(See Appendix A, Agreement No. 1, pars. 79 to 87.)

*Veterans*

Thirty-five of the agreements analyzed, covering over 80 percent of the employees, make specific provision for reemployment and seniority rights of employees who volunteer or are drafted for military service, and several include those drafted for labor service. As stated previously, the majority of these agreements specify that seniority during such leave is cumulative and generally state that the employee will be returned to his former or an equivalent position, provided that working conditions permit, that he is still qualified to perform his duties, and that he applies within 40 to 90 days—usually 60 days.

The New Bedford-Fall River agreement makes special provision for disabled employee-veterans—such employees to be placed and retained on any jobs for which they are capable or may be trained, on the basis of plant-wide seniority.

In addition, this agreement provides that any nonemployee veteran who was not employed by any company for 90 days immediately preceding his entry into military service, or who, although employed elsewhere, has acquired physical handicaps in military service, will receive seniority credit for the period of military service subsequent to May 1, 1940, provided he is not employed for the purpose of displacing another employee, and he has completed his probationary period.

This agreement also stipulates that a veterans' committee shall be created, composed of representatives of the employer associations and the union, to formulate advisory plans for the assistance, guidance, and training of veterans, as well as for all other matters affecting them.

One agreement grants a special bonus of 4 weeks' additional pay to employees entering military service, while another provides for quarterly reimbursement to any employee purchasing National Service Life Insurance for the amount of premium on an equivalent amount of insurance that the employee had under the company group plan. The same agreement also provides payment of mutual aid benefit weekly dues for eligible dependents of employees. In a number of agreements, including the New Bedford-Fall River and the Riverside and Dan River agreements, earned vacation pay is granted.

**A**

The company agrees that if an employee is inducted into the service of the armed forces of the United States as a result of enlistment, draft, or otherwise, or labor service under the selective draft or conscriptive service, and if the employee applies for his former job within 60 days after his honorable discharge or other satisfactory completion of service, the company, if such employee is still qualified to perform the duties of such job and if working conditions then

permit, will restore the employee to his former or a substantially similar job. No employee shall lose seniority rating by reason of service in the armed forces, or in the selective draft of the United States, and time spent in such service by an employee shall be counted as time worked for the company for the purpose of determining seniority standing.

**B**

(See Appendix A, Agreement No. 1, par. 98 to 97.)

*Adjustment of Disputes***GRIEVANCE PROCEDURE**

All of the agreements establish formal grievance machinery for the adjustment of disputes, and all but one provide for arbitration of unsettled grievances. Most of the agreements define grievances very generally as any dispute which may arise between the company and the employees or union or any dispute regarding the interpretation and application of the agreement. A very few specifically exclude from grievance procedure any dispute over a general increase or decrease in wages, or changes in the terms of the agreement.

Most of these agreements give detailed procedure for handling grievances, and in general follow the same pattern. Under the terms of 22 agreements, covering over half of the employees, the grievance is presented to the overseer or foreman by the employee or employees involved and the shop steward or shop committee. Under 12 agreements, covering nearly a fourth of the employees, the steward or committee alone presents the grievance. Under 8 agreements the employee alone takes up the grievance with the overseer or foreman; under 2 the aggrieved employee is granted the option of presenting the matter alone or being accompanied by his steward or union committee; under another—the Riverside and Dan River agreement—the employee alone, or with the steward, or the steward alone may present the grievance.

If grievances are not satisfactorily adjusted with the overseer or foreman, they are taken up with higher company officials, usually by the department committee and then by the general mill committee; in some instances local union representatives are called in. The majority of the agreements provide that if a grievance is still unadjusted a final attempt at agreement may be made by discussions between national union representatives and top company officials before resort is made to arbitration. A few agreements give the union the option of calling in national union representatives at the final grievance meeting. Several agreements further provide that a textile technician, appointed by the United States Conciliation Service, may be called in either by mutual consent or by either party, to assist in settlement before arbitration.

Under 25 agreements, covering 70 percent of the employees, the grievance must be put into writing at some or all stages of the procedure. Some agreements limit the number of employees composing the shop committee—usually a total of 5, or 1 from each department.

In order to expedite the disposition of grievances, and forestall prolonged delay at any one step, 34 agreements, covering approximately 90 percent of the employees, impose time limits on some or all stages in the grievance procedure. In the majority of the agreements in this group the time limit is imposed on all stages. Regular meetings (usually semimonthly) between company officials and department or general shop committees are provided for in 20 agreements, covering over half of the employees under the agreements analyzed.

*Payment for time spent during grievance meetings.*—Payment for time spent during specific steps (usually the first two) of the grievance procedure is granted to shop stewards, union committees, and sometimes the employee involved, under seven agreements, covering 36 percent of the employees; while such payment is granted for all stages under four agreements, covering 7 percent of the employees. Three agreements, covering 10 percent of the workers, expressly state that time granted for adjustment of grievance will be without pay. The remaining agreements do not indicate whether such time is to be with or without pay.

## A

Should an employee have any grievance, an earnest effort shall be made to adjust such grievance immediately in the following manner:

*Step No. 1.*—Between the shop steward and aggrieved employee on the one side, and the overseer in the department in which the aggrieved employee is employed on the other side.

*Step No. 2.*—If the grievance is not adjusted under step No. 1 within 3 working days after its presentation to the overseer, it shall be reduced to writing, dated, and signed by the employee involved and the shop steward. The grievance shall then be discussed between the shop committee for the mill in which the dispute arose and the union business agent, on the one side, and the superintendent or a representative of the mill (and such assistance as he may desire) on the other side.

*Step No. 3.*—If the grievance shall not have been adjusted within 5 working days after its presentation to the superintendent of the mill in accordance with step No. 2 it shall be taken up between a representative of the union on the one side, and the agent or a representative of the company on the other side.

Any grievance not adjusted in accordance with the foregoing procedure within 15 working days after its presentation to the overseer (unless a mutually agreeable extension of time is agreed upon) may be submitted by either party to arbitration in accordance with article IX hereof. If not referred to arbitration within 15 working days after step 3 of the grievance procedure is exhausted, the issue shall be considered as closed, unless mutually agreed otherwise.

Where steps 1 and 2 of the grievance procedure take place during working hours, the company will pay on a straight-time basis for time actually lost by the shop steward, the union committeemen, and the employee involved. The company

shall not be bound to pay for the time lost in attending to steps 3 and 4 of the grievance procedure.

The company shall have the right to initiate proposals within the framework of this agreement, to present grievances, and to submit issues to arbitration.

### B

It is understood that casual corrections and necessary routine changes are not subject to the grievance procedure unless application of such matters creates a grievance.

Grievances arising out of the operation or interpretation of this contract, or concerning wages (other than general wage increase or decrease proposals as provided in section 9), hours, or other conditions of employment, shall be settled in the following manner:

The employee or employees involved and the shop steward of that department shall jointly discuss the matter with the overseer and/or his assistant in an endeavor to settle the matter satisfactorily to the union.

If the grievance is not settled as provided in the preceding paragraph, the complainant shall then present it in writing to the plant superintendent and the shop steward within 5 days. The company agrees that when such notice is received, the plant superintendent will meet with the aggrieved employee or employees and the shop steward promptly at a mutually satisfactory time and place, other than during the working hours of those involved, and attempt to adjust the grievance.

If they fail to reach a satisfactory adjustment, the general shop committee shall, if it decides the grievance has merit, attempt to adjust the matter with plant management. Plant management's answer on matters in question shall be furnished the union in writing within 3 days of such conference.

If they fail to reach a satisfactory adjustment, the general shop committee may refer the grievance to a representative of the Textile Workers Union of America, who, with the general shop committee, shall attempt to adjust it with the executive management of the company.

The company agrees that plant management will hear grievances every 2 months once each month on regular stated days; and that any grievances presented to either management in writing 2 working days ahead of such grievance hearing date, will be heard on the next grievance hearing day; and if not presented 2 working days ahead of the next grievance day, said grievance will then be heard on the following grievance day. The management will thereupon make prompt decision and give the union its answer in writing, which shall be within 3 days unless the necessary investigation will take a longer period of time, in which event the local union will be advised.

### C

When an employee has a grievance he or she should report it to the foreman with or without the shop steward of the union. The foreman shall act upon the grievance as promptly as possible and report his action on the grievance to the shop steward and to his (the foreman's) immediate superior and the final decision shall be sent by his superior to the office of the personnel department.

If the aggrieved employee feels the grievance has not been satisfactorily adjusted, then the complaint shall be put in writing and the business agent shall contact the personnel agent, who will endeavor to adjust the grievance by calling in the foreman's superior for explanation and conference.

If the foregoing steps No. 1 and No. 2 fail to adjust the grievance, the local business agent and/or international representative of the union shall be granted access to the mill for the purpose of investigating such grievance, and he may be accompanied during such access by a representative of the employer.

If, then, the business agent feels that the grievance has not been satisfactorily adjusted it shall be taken up between the union and management.

The employer agrees to pay for time lost to such of its employees who are representatives of the union, while in attendance at grievance meetings with management. Such compensation shall be equivalent to the amount such employee would have earned had he remained on his job instead of attending the grievance meeting. If such meetings last beyond the end of the normal shift of such employee, he shall be paid on a straight time basis for the additional hours beyond his normal shift if such additional hours have not been allowed for in his normal shift.

#### D

(See Appendix A, Agreement No. 1, pars. 61 to 67.)

#### ARBITRATION

All but one of the agreements analyzed provide for impartial arbitration of disputes still unsettled after exhaustion of the grievance machinery. Arbitration is invoked at the request of either party except in one instance, where it is invoked only at the request of the union.

A number of agreements specifically exclude from arbitration questions involving any change in the terms and conditions of the agreement, or state that the arbitrators shall have no power to modify or add to its terms. Five agreements exclude general wage changes from arbitration, four exclude promotions to supervisory positions, and two, including the Riverside and Dan River agreement, also exclude promotions to nonsupervisory positions. Several agreements which include maintenance-of-membership clauses stipulate that any dispute arising under these provisions is to be referred to arbitration, in one instance to an arbitrator appointed by the National War Labor Board if the dispute arose prior to or during the 15-day escape period.

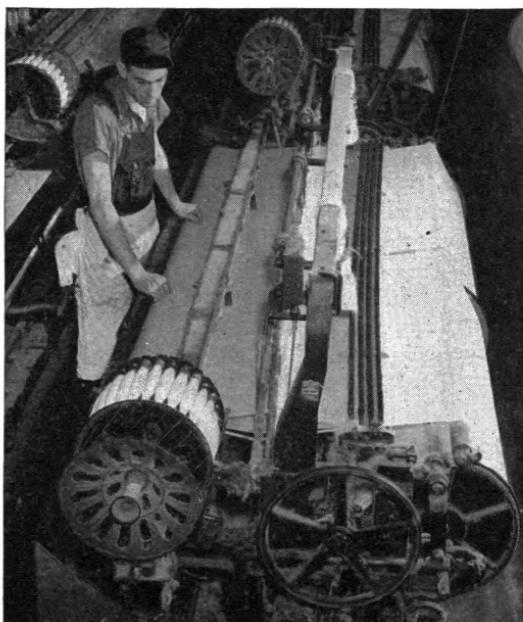
Of the 44 agreements which provide for arbitration of unsettled disputes, 37, covering approximately 60 percent of the employees, stipulate that the arbitrator or arbitration board is to be selected at the time of the dispute.

Three agreements, including the New Bedford-Fall River, designate an outside individual to act as permanent impartial arbitrator for the duration of the agreement. Three agreements designate the state boards of arbitration, and the remaining agreement names the National War Labor Board for final arbitration.

Most frequently, unsettled disputes are referred to a single arbitrator, this provision occurring in 16 agreements, covering nearly half of the employees. (One of these agreements also provides for a tripartite board for disputes over wage provisions.)

Nine agreements grant the parties the option of using either a single arbitrator or a board of 3—this to be decided by mutual agreement in all instances except 2. Under the New Bedford-Fall River agreement either party may request a tripartite board with the permanent arbitrator as chairman, and under the other a board is set up only if the parties are unable to agree on a single arbitrator in 2 weeks.

Under nine agreements a tripartite board, composed of one member chosen by each party, with the third jointly selected, is to be set up at the time of the dispute. Seven agreements provide for a bipartisan board, with a third member to be chosen if the board fails to come to a decision within a specified time. As mentioned previously, three agreements refer unsettled disputes to State boards of arbitration.



U. S. DEPARTMENT OF AGRICULTURE PHOTO BY FORSYTHE

Fig. 5.—Broadloom weaving

Most agreements make some provision for an outside agency to select an impartial arbitrator in the event the two parties are unable to agree on a selection within a specified time, varying from 24 hours to 15 days. Usually the American Arbitration Association or the United States Conciliation Service—in one instance the Regional War Labor Board—is designated. When disputes involve technical questions, a number of agreements specify either that the arbitrator be a textile technician appointed by the Conciliation Service or that he avail himself of the services of a technician from the Conciliation Services staff.

In addition to imposing time limits on the selection of arbitrators, a number of agreements limit the time in which either party may request arbitration, and some specify the time during which negotiations must begin. A small proportion stipulate that a decision must be rendered within a specified time after hearings are completed, usually 10 days, while some merely state that a decision shall be rendered as promptly as possible.

#### A

Any dispute, difference, disagreement, or controversy of any nature or character, whether or not a grievance, between the union and the company, which has not been satisfactorily adjusted within 15 working days after the initiation of conferences between representatives of the union and the company, shall be promptly referred to arbitration by either party hereto as follows:

Within 5 working days after receipt of written notice of a demand for arbitration sent by either party to the other, the parties shall mutually agree upon a single arbitrator who shall hear and decide the dispute. If the parties shall fail to agree upon a single arbitrator within the aforesaid 5-day period, then and in that event the arbitrator shall be appointed by the Director of the United States Conciliation Service. The arbitrator shall hold hearings upon the issue, make such investigations as he shall deem necessary to a proper decision, and render his decision in writing, which shall be final and conclusively binding upon the parties hereto. The costs of the arbitration shall be shared equally by the union and the company.

It is understood and agreed that questions involving changes in the terms and provisions of this agreement shall not be subject to the foregoing grievance procedure or arbitration hereunder.

#### B

If the company's decision made as above provided is not satisfactory to the union, the union may make demand in writing for arbitration as hereinafter provided. Said demand for arbitration must be made within 10 days of the date of the company's decision, and failure to make said demand in writing within said time shall be an abandonment of said grievance, and no further action thereon can be taken.

The parties hereto may, by mutual consent, prior to arbitration as hereinafter provided, request the Conciliation Service of the United States Department of Labor to send a conciliator and/or one of its textile technicians to assist in a settlement of the grievance. In the event such request is made, the right of arbitration shall be postponed until the conciliation has become effective, or until either party hereto may elect to refer the matter to arbitration and so indicates by a demand in writing.

#### C

Should any disagreement arise between the parties hereto as to hours, wages, or working conditions or as to the interpretation or application of this agreement, or as to whether either of the parties has failed or is failing to comply with this agreement, and such disagreement is not satisfactorily settled by negotiation within a reasonable time after it has first been brought to the attention of both parties, either party may require that the disagreement be referred to arbitration by requesting the same in writing. Such disagreement shall be sub-

mitted for arbitration to the New York State Mediation Board, which shall appoint an arbitrator whose decision shall be final and binding on both parties.

**D**

(See Appendix A, Agreement No. 1, par. 69 to 73.)

### *Provisions Governing Discharge of Workers*

A large majority of the agreements, covering approximately 75 percent of the employees, specify that workers may be discharged only for "just" or "reasonable" cause. A number of these, in addition, include a list of specific causes for justifiable discharge—for example, inefficiency, insubordination, persistent infraction of company rules, and engaging in slow-downs, strikes, and picketing. Several other agreements merely state that workers may be discharged for one or more of the reasons mentioned above. Only two agreements, the New Bedford-Fall River and the Nashua Manufacturing Co., Nashua Division, specifically provide for notice prior to discharge. Under both agreements the employee is suspended for a period of 7 days, during the earlier part of which an appeal may be made. If the employee is discharged and later reinstated through grievance and arbitration procedure, he is to receive, under the New Bedford-Fall River agreement, such compensation for time lost as is determined by the impartial arbitrator; under the Nashua agreement, he is to receive back pay to cover the period of suspension, as well as discharge.

The right to appeal discharge cases through grievance and arbitration procedure is specifically granted the union in agreements covering over three-fourths of the employees in this group. In the remaining agreements, it can be assumed that discharge cases may be appealed through the regular grievance and arbitration machinery, since any dispute may be appealed. In most instances where provision is made for appeal, protest must be presented to the company within a specified time after discharge, usually within 5 days or 1 week.

Agreements covering over two-thirds of the employees in this group specify that employees found to be unjustly discharged must be reinstated with back pay either for all time lost or "for time lost as may be determined" by the arbitrator, and in one instance for time lost unless contrary to the decision of the arbitration board.

**A**

The right to discharge employees shall remain in the sole discretion of the company, except that no discharges shall be made without just cause—just cause to mean, among other things, inefficiency, insubordination, or persistent or serious infraction of rules relating to the health or safety of other employees, or of rules reasonably promulgated by the management relating to the actual operation of the plant, or engaging in a strike or group stoppage of work of any kind, slow-

down strike, sabotage, picketing, or failure to abide by the terms of this agreement or by the award of the arbitrator.

In the event that an employee shall be discharged by the company, and such employee believes that he has been dealt with unjustly, such discharge shall constitute a case arising under the method of adjusting grievances herein provided. In the event it should be decided under the rules of this agreement that an injustice has been dealt an employee with regard to the discharge, the company shall reinstate such employee with such compensation for the time lost as may be determined. All such cases of discharge shall be brought to the attention of the company within 1 week of the date of discharge and disposed of within the time limits set in articles VIII and IX.

## B

No employee shall be discharged except for just cause—just cause to mean, among other things, inefficiency, insubordination, or persistent or serious infraction of rules relating to the health or safety of other employees, or of rules reasonably promulgated by the management relating to the actual operation of the plant, or engaging in a strike or group stoppage of work of any kind, slowdown, strike, sabotage, picketing, or failure to abide by the terms of this agreement or by the award of the arbitrator.

No employee shall be discharged without first being suspended and notified that a discharge is under consideration. Such suspension shall become automatically a discharge (unless otherwise directed by the official of the employer designated for this purpose) within seven regularly scheduled working days of the employer's mailing to the union written notice of the suspension and of the specific reason or reasons therefor.

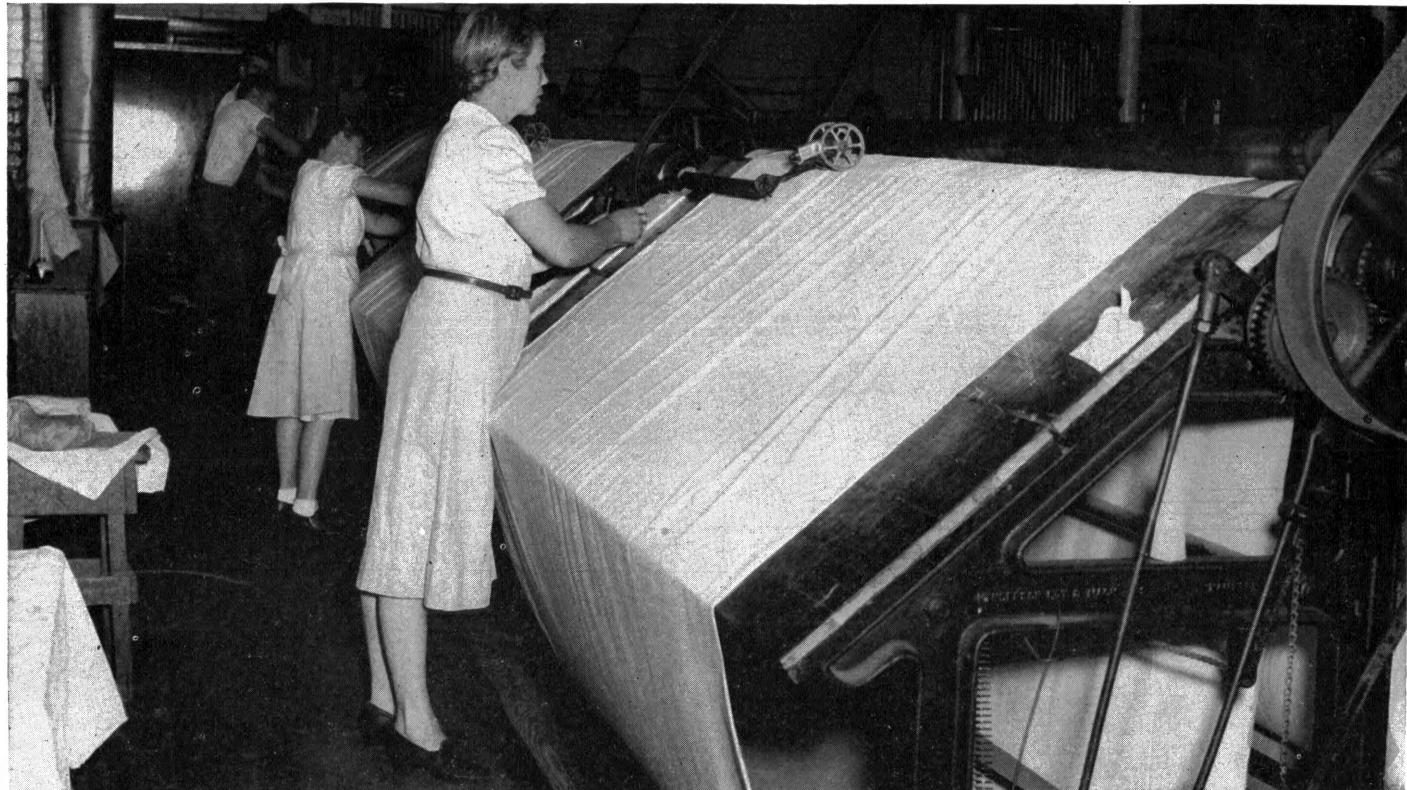
A grievance alleging such suspension is unjust or discriminatory must be mailed to the employer official above referred to within three regularly scheduled working days of the union's receipt of the employer's written notice of the suspension and of the specific reason or reasons therefor. If the employer official above referred to specifically directs that such suspension shall not become a discharge, the employee involved shall be given pay for all time lost by reason of the suspension.

However, it is distinctly understood that an employee must leave the property of the employer immediately upon suspension. It is further understood that failure of the employee to do so promptly and in an orderly manner shall in itself be sufficient grounds for the suspension becoming a discharge, regardless of the justice or merits of the suspension itself.

Any such suspension (and a resultant discharge) case may be referred to arbitration under this agreement and, if the arbitrator finds that the employee was unjustly suspended and discharged, the employee shall be reinstated with pay for all time lost by reason of the suspension and discharge.

### *Strikes and Lock-Outs*

All of the agreements analyzed restrict stoppages of work to some extent. In fact, 42 of the 45 analyzed prohibit stoppages for the duration of the agreement except in several instances under specific conditions. Six of these grant the union the right to abrogate the strike provision in the event the company fails to comply with the arbitration award or, in 2 instances, if the company refuses arbitration. On the other hand, 3 of the 6 add that the company may cancel the agree-



U. S. DEPARTMENT OF AGRICULTURE PHOTO BY HUNTON

Fig. 6.—Inspecting and cleaning the finished cloth

ment if the union refuses compliance, and another if the union violates the no-strike provision. Three agreements permit stoppages because of disagreement over a general wage change, provided that firemen and sufficient crew remain on duty to provide fire and other necessary protection. Another agreement releases the union from the strike provision if the company reduces wages without written approval of the union.

The remaining 3 of the 45 agreements (including the 1 which has no arbitration provision) prohibit stoppages of work until exhaustion of the grievance machinery. One of these further prohibits stoppages until the United States Conciliation Service has attempted to settle the dispute and the strike has been authorized by the international union. Another 1 of these 3 agreements abrogates the provision if the company increases the "full-time workweek" or reduces the rates of pay.

In the event of unauthorized strikes, 24 agreements, covering approximately 65 percent of the employees, provide for some action by either the union or the company. Under 10 agreements, employees participating in an unauthorized stoppage or slow-down are subject to dismissal; under another, only engineers, firemen, or watchmen participating are subject to discharge. One agreement penalizes employees violating the no-strike clause by loss of seniority, another by loss of seniority for 3 months if 25 percent participate and for 6 months if over 25 percent participate. Under the remaining agreements in this group, the union agrees to "endeavor to secure a return of the strikers to work" or to order such employees to return to work.

#### A

There shall be no strikes, walk-outs, stoppages, or slow-downs of work by the union or any of its members, nor any lock-outs by the company during the life of this agreement. In the event that any employees strike or walk out or engage in a stoppage or slow-down of work, the union agrees that it will immediately order all such employees to return to work and any employees who engage in such action and fail to comply with the order of the union within 24 hours shall be automatically discharged.

#### B

It is hereby agreed that there shall be no strikes, stoppages of production of any kind, or lock-outs during the term of this agreement or any renewal thereof. The union agrees that it will not call nor sanction any strike or stoppage of production by any of its members. The union hereby reserves the right to sanction a strike in the event the employer shall refuse to comply with any decision or award duly rendered by the board of arbitration and the employer may cancel this contract if the union or union members shall refuse to comply with any decision or award duly rendered by the board of arbitration.

**C**

It is agreed that, until after all reasonable efforts have been made through collective bargaining to settle disagreement between the company and the members of the union, and until the Conciliation Service of the United States Department of Labor has been given ample opportunity to perform the duties of its office, there shall be no strikes, walk-outs, slowing down of work, or cessation of work by any of the members of the union and no lock-outs by the company against the members of the union, provided that in case of a strike either authorized or unauthorized, the company shall be under no obligation to start the mill up until such a time as it desires, or to start the mill up at all.

Any employee or employees who may be guilty of violating any of the provisions of this section shall be subject to discharge if disciplinary measures shall prove of no avail, and the union agrees that in no event shall the union permit or sanction any strike, slowing-down, or stoppage of any work of any kind until the procedures provided for in section II (grievance procedure) or III (arbitration procedure) hereof, as the case may be, have been complied with, and all efforts of harmonious settlement, including the provision for United States Department of Labor Conciliation Service, have been exhausted, and until after such strike, slowing-down, or stoppage of work shall have been approved by the authorized officers of the United Textile Workers of America.

## Appendix A

Two agreements are presented in full on the following pages—one negotiated by the Textile Workers Union of America (CIO) and one, by the United Textile Workers of America (AFL). Both are quoted verbatim except for omission from Agreement No. 1 of exhibits A and C, which list names of member mills and wage rates, respectively. The companies and the unions have granted permission for publication of these agreements as illustrative of agreements in their entirety, in contrast to the presentation in the text of parts of agreements dealing with particular subjects.

### Agreement No. 1.—Textile Workers Union of America (CIO)

[1] Agreement entered into this ——, by and between —— Association and —— Association (all of which are hereinafter referred to collectively and severally as "the employer"), party of the first part; and Textile Workers Union of America (CIO) (hereinafter referred to as "the union"), party of the second part,

#### WITNESSETH

[2] In consideration of the mutual covenants herein contained, the parties hereto agree as follows:

#### ARTICLE I.—*Purpose and scope of the agreement*

[3] (a) The purpose of this agreement is to provide orderly collective bargaining relations, to secure prompt and equitable disposition of grievances, to establish fair wages, hours and other working conditions, to maintain a harmonious relationship between the union and the associations and their member mills, to prevent strikes and lock-outs, and to promote the stability and prosperity of the textile industry in —— and ——, for the benefit of all who are dependent on that industry.

[4] (b) This agreement shall apply uniformly to all mills signatory to this agreement and to all mills which now are or which hereafter, during the life of this agreement, shall become members of either association. Notwithstanding the withdrawal, resignation, suspension or expulsion of any member mill from either association the member mill involved shall continue to be bound by the terms of this agreement for the full term hereof and all obligations of such member mill to the union and to the association shall remain unimpaired. As used herein, the term "mill" or "member mill" shall include the successor of such a mill.

#### ARTICLE II.—*Recognition and union security*

[5] (a) *Recognition.*—The —— Association and the —— Association hereby recognize the union as the sole and exclusive representative for the pur-

poses of collective bargaining with respect to wages, rates of pay, hours of work, and other conditions of employment for those employees at their mills in \_\_\_\_\_, and \_\_\_\_\_, described under the name of each such mill in exhibit A appended to this agreement and made part of this article.

[6] The terms "employee" and "employees," as used in this agreement, refer to each employee and all employees of each company, respectively, for whom the union is recognized as the exclusive representative for the purposes of collective bargaining in accordance with this article II.

[7] (b) *Union shop.*—All present employees shall be required to join the union within 30 days from the date of this agreement and shall remain members in good standing in the union as a condition of employment. All new employees shall be required to join the union within 30 days from the date of their employment and shall remain members in good standing in the union as a condition of employment.

[8] (c) *Preferential hiring.*—It is further agreed that in hiring new employees the employer shall give preference to union members but in the event union members are not available, new employees may be hired from any source.

[9] (d) *Check-off of union dues.*—Upon the filing with the office of the treasurer of the member mill of a written request for such deduction, signed by the individual employee, the member mill will, during the full term of this agreement and any extension or renewal thereof, deduct weekly from the wages of each employee who is a member of the union, union dues and initiation fees in such amounts as shall be fixed pursuant to the bylaws of the local and the constitution of the union. The total amount so deducted during each month shall be remitted to the union or its designee, not later than the tenth day of the succeeding month. The form of such written requests for the deduction of dues shall be as set forth in exhibit B appended to this agreement.

[10] No deduction under a check-off authorization shall be made on account of assessments or back dues.

[11] Should any employee who has signed a check-off authorization leave the employ of any member mill for any reason, his signed check-off authorization card shall be delivered by the member mill to its association which shall, upon notice from the union, deposit same with any member mill of either association which shall thereafter employ said employee, and such member mill shall comply with the terms of this subsection and the check-off authorization card.

[12] (e) *Union activity.*—The union agrees that there will be no solicitation or collection of dues on the property of any employer. The union further agrees that there will be no solicitation of union membership in any manner which will interfere with the production or the proper operation of the mill.

[13] (f) *Bulletin boards.*—Each member mill of the associations agrees to provide space on its bulletin board for the posting of official notices relating to union meetings and other union affairs.

[14] (g) *Access to premises.*—A representative or representatives of the union shall have access to the plants of members of the associations for the purpose of adjusting grievances, negotiating the settlement of disputes, investigating working conditions, and generally for the purpose of carrying into effect the provisions and aims of this agreement. Whenever possible he shall make an appointment in advance for such visits. In any event the representative of the union shall on arrival at the plant clear through the regular channels of the company for receiving visitors and may be accompanied by a representative of the employer on any visit into the plant.

**ARTICLE III.—Wages**

[15] (a) *Minimum wage.*—Sixty-five cents per hour shall be the minimum for all employees except learners and handicapped persons. Present practices in member mills shall govern learners' wages, but in no event shall an employee (other than a handicapped person) be paid less than 65 cents per hour after 6 weeks. Where the learner earns on piece rates more than the established hourly rate for learners he shall receive his piece rate earnings.

[16] It is hereby agreed that effective November 4, 1945, the present rates of pay or the schedule of rates as determined by the Northern Textile Commission and such rates of pay negotiated by the parties pursuant to said schedule, to establish a balanced wage structure, whichever is higher, shall be increased by 8 cents per hour. The rates of pay for piece and incentive jobs shall be adjusted immediately to incorporate said increase of 8 cents per hour.

[17] (b) *Hourly rates.*—The hourly rates for the various job classifications shall be as shown in exhibit C annexed to this agreement.

[18] (c) *Piece rates.*—The following principles and procedures shall govern piece rates.

[19] (1) *Standard base rates of pay.*—The associations and the union have agreed that the standard base rates of pay for each job classification shall be as shown in exhibit C, annexed to this agreement. The standard base rate of pay in each case refers to a 40-hour week.

[20] (2) *Relation of standard base rates of pay to piece rates.*—Piece rates shall be set at such a point that 60 percent of all piece rate workers (exclusive of learners) in the same department and on the same type and method of work will earn the standard base pay on full jobs for a full 40-hour week.

[21] (3) *Procedure to be followed when less than 60 percent earn the standard base rate of pay.*—Where, in any week, a piece rate already established does not enable 60 percent of the piece workers (exclusive of learners) in the same department and on the same type and method of work, on full jobs, to earn a standard base rate of pay, an adjustment in the pay of all the employees involved shall be made so that each will receive the amount he would have received had the piece rate been so established as to enable 60 percent to earn the standard base rate of pay. If it is proved that any employer has not properly adjusted the pays as agreed in this paragraph, all piece rate workers concerned shall receive the proper percentage of make-up plus a penalty of 5 percent of the base pay retroactively to cover the period during which the adjustment has not been properly made.

[22] *Example.*—In order that the adjustment procedure may be clearly understood a hypothetical example is described in the following:

[23] Assume that the job classification under consideration embraces weekly earnings of 10 operatives on activities scheduled with a \$30 weekly standard base rate of pay. Analysis of the pay roll shows earnings of 5 highest pays to range from \$30 to \$34, while the sixth highest earning is \$29, the other 4 being below this figure.

[24] This hypothetical case is typically qualified for adjustment. The process of calculating the rate of adjustment involves establishing the relation between the sixth weekly earning and the standard base rate of pay. In this example the percentage of spread or make-up amounts to 3.4 percent.

[25] The percentage relationship is calculated by dividing the full job earning of the sixth (or sixtieth percent of the whole group) into the standard base rate of pay for the job classification under consideration.

[26] The process of adjustment involves multiplying the earnings of all operatives in the group by 103.4 percent thus bringing the group earnings into line with the principles of this agreement.

[27] (4) *Procedure to be followed in adjusting piece rates.*—If 60 percent of the piece-rate workers (exclusive of learners) in the same department and on the same type and method of work do not earn the standard base rate of pay for 8 consecutive weeks the piece rate concerned shall be considered subject for review and upward adjustment by an amount which will enable the said 60 percent to earn the standard base rate of pay, unless the union and the individual mill management mutually agree otherwise.

[28] (5) *Wage information.*—Upon the request of the union, the employer agrees to submit the low, high, and average hourly earnings, exclusive of overtime and bonus payments, of piece and incentive rate employees by job classification and the number of employees in each job classification. Such requests shall not be made more frequently than once each quarter.

[29] The employer will provide the union, and keep up to date, a list of all rates, classifications, and job descriptions in effect in the mill. Any changes effected in exhibit C through negotiations or arbitration, pursuant to the provisions of this article, shall be reduced to writing and attached to exhibit C as an amendment thereto.

[30] (d) *Changes in piece rates.*—In changing piece rates or establishing new piece rates the general principle shall be that piece rates shall be so set as to produce expected average hourly earnings equal to those being currently paid on the job, but the union or the employer may institute a grievance, subject to arbitration, that the piece rate in effect immediately prior to such change or the new piece rate was improperly set under all the circumstances or yields earnings on the changed or new job that create gross inequalities within that classification. On any change of construction or product which is paid on a piece rate basis, it is understood that a trial period, the length of which shall be agreed upon in each instance (during which not less than the average earnings on the previous job shall be paid) shall be allowed before the piece rates are finally set in order to permit the operation to become settled, and the normal average efficiency to be established. Either the union or the employer may institute a grievance concerning any established piece rate. Changes in basic methods of pay may be made by mutual written consent of the parties or by arbitration award.

[31] (e) *Guaranteed individual minimum earnings.*—The union and the associations have agreed that all job classifications shall carry minimum weekly full time, full job rates of pay amounting to 100 percent of the present base rates of pay. Each individual employee working at piece rates shall be guaranteed weekly earnings equal to this minimum weekly rate, except where established practice in a particular mill has set a higher minimum, in which case the higher minimum shall apply. The guarantee of minimum earnings to piece rate workers shall not apply to learners or handicapped employees.

[32] (f) *Third shift premium.*—A premium of 7 cents per hour shall be paid for all hours worked during the third shift hours. Employees who work any time on a shift other than their own shall receive the applicable shift premium for such time. Shift premiums shall be deemed part of the regular rate of pay in the calculation of overtime under the provisions of this agreement.

[33] (g) *Reporting pay.*—Any employee ordered to report for work and reporting at the regular hour shall be guaranteed a minimum amount of work or pay in lieu thereof. In the case of employees on the first and second shifts the guaranteed work (or pay in lieu thereof) shall be 4 hours; in the case of employees

on the third shift, it shall be the full shift. This guaranty shall not apply where the mill's failure to provide work arises from an emergency shut-down due to causes beyond the company's control. Where an employee has been working for the mill regularly, he shall be considered as being ordered to report for his next regular workday unless, prior to quitting time on the day preceding, notice has been given that he shall not report. Management shall have the right to require any employee entitled to reporting time to perform work other than that regularly performed by him, provided that such an employee shall be paid at the rates of pay pertaining to such work or at his regular rates of pay, whichever is higher. For purposes of this article the regular rate of pay of an employee working at piece rates shall be considered to be the standard base rate for his job classification, and reporting time shall be calculated accordingly.

[34] (h) *Waiting time.*—Each employer recognizes that excessive waiting time that is within the control of the mill may be the subject of a grievance and that in any arbitration the matter of compensation for such excessive waiting time may be determined. The parties shall implement this provision by a more particular agreement as to waiting time, such agreement to be based on the practices now prevailing in \_\_\_\_\_.

[35] (i) *Transfers.*—Employees who are temporarily transferred at the request of the employer to work on jobs other than their regular occupations shall receive the rates of pay applicable thereto, or their straight-time average hourly earnings for the preceding 6 weeks on their regular job, whichever is higher.

[36] (j) *Wage revision.*—Either party hereto may request (1) a general revision, upward or downward, in rates of pay; and/or (2) a revision of any rate or rates of pay, but such request may not be made oftener than twice a year. Revisions in rates of pay shall become effective only on the first Monday after the first day of January or the first Monday after the first day of August; and shall continue in effect until the termination of this agreement or any renewal thereof unless changed by mutual agreement or under the provisions of this section. Requests for a revision in rates of pay under this section shall be in writing and shall be mailed or delivered to the other party not less than 30 days prior to the requested revision date. Upon the giving of such written notice, the parties shall immediately negotiate the request, and if they are unable to agree within 15 days after the receipt thereof, either party may require arbitration of the dispute under the provisions of article VII of this agreement.

[37] (k) *Equality.*—Women employees shall receive the same rates of pay as apply to men employees when they perform the same work as is performed by men.

[38] (l) *Effective date of wage increase provisions.*—Monetary benefits conferred by this agreement shall become effective November 4, 1945, except as may otherwise be expressly provided. All other terms of this agreement shall become effective upon the date hereof.

#### ARTICLE IV.—*Work loads and work assignments*

[39] The employer shall have the right to change or introduce machines, processes, and methods of manufacture for the purpose of insuring the efficient operation of the mill and utilizing the employees' working time most productively and without adversely affecting the workers' physical or mental condition or causing undue fatigue. Scientific job analyses, including time studies, may be prepared by the employer as the basis for establishing fair work assignments.

[40] All changes in work assignments shall be described as belonging in one of the following three classes:

[41] (a) *Routine changes.*—Routine changes are those which result from alterations in constructions of existing jobs and require no change in methods, machinery, or equipment.

[42] (b) *Technological changes.*—Technological changes are those which result from changes in equipment or machines used on the job.

[43] (c) *Other changes.*—All other changes are those which are neither routine nor technological in character.

[44] (1) *Routine changes.*—The employer shall have the right to institute routine changes as conditions require. Whenever requested by the union there shall be discussion of such changes between the union and management representatives. If any differences shall develop between the parties with respect to routine changes and which are not settled by mutual agreement, such differences shall be submitted for final and binding decision to arbitration, as herein-after provided in this agreement.

[45] (2) *Technological changes.*—Management shall first inform the union of the fact that a change is to be made, of the approximate date of its installation, the nature thereof, proposed duties and job assignment, and the expected earnings on a mutually agreed-upon form. The parties shall meet and discuss the proposal at least 2 weeks before the day fixed for the institution of such change. The employer will furnish all information which is necessary to a complete understanding of the proposed change.

[46] The employer may install the proposed change for a trial period of 4 weeks which may be extended by mutual agreement. During such trial period, the employees shall be paid no less than their previous average hourly earnings for the previous quarter, as established by the social security records. In the event final agreement during or subsequent to the trial period results in higher rates of pay, the employees shall be paid retroactively to the date of assignment to the job. Within 15 days of the expiration of the trial period, the union, if dissatisfied, may present a written statement of its grievances, and if same shall not be satisfactorily adjusted by negotiations between the parties within 5 days thereafter, the matter may be submitted by the union to arbitration for final and binding decision.

[47] (3) *Other changes.*—There shall be no changes in established work assignments unless mutually agreed upon or made in accordance with the following procedure: The employer or the union may request changes in established work assignments which are neither routine nor technological in character, and if, within 15 days after negotiations between the parties, upon such request, the parties shall be unable to agree, the matter may be submitted to arbitration by either party hereto for final and binding decision as to the proposed change and applicable rates of pay.

#### ARTICLE V.—*Hours, overtime, and holidays*

[48] (a) *Hours.*—The regular hours of work per shift shall be 8 hours per day and 40 hours per week from Monday through Friday, inclusive, except that in those departments where by reason of State laws regulating the hours of work for women the full 40 hours cannot be regularly scheduled from Monday through Friday, the regular hours of work may be less than 8 hours per day from Monday through Friday, and so many hours on Saturday as are necessary to make up 40 hours.

[49] (b) *Schedule of hours.*—Schedules showing the present regular hours of work per day and the regular days of work each week for each shift by departments as now agreed upon for each member mill shall be furnished to the union. Changes in the starting time and closing time of shifts established by such schedules shall be subject to agreement with the union, and failing agreement, to arbitration.

[50] (c) *Overtime.*—Overtime shall be governed by the following provisions:

[51] (1) *Excess hours.*—All hours worked in excess of 8 in any 1 day, all hours worked in excess of any regularly scheduled shift of less than 8 hours by employees so scheduled, and all hours worked in excess of 40 in any 1 week, without pyramiding however, shall be paid for at the rate of time and one-half. This section shall not preclude the employer from rescheduling shifts up to 8 hours.

[52] (2) *Work on Saturdays.*—Work performed on Saturday shall be paid for at the rate of one and one-half times the employee's regular rate of pay except in the following cases:

[53] (a) Those hours worked on Saturday as part of the regular schedule by employees in one of the departments referred to in section A above where State laws prevent scheduling a regular 40-hour week from Monday through Friday, inclusive;

[54] (b) Those hours worked on Saturday by the third shift as part of its regularly scheduled workweek of 40 hours; and

[55] (c) Where the work is performed by watchmen, guards, and firemen whose regularly scheduled workweek includes Saturday work.

[56] (3) *Holidays.*—One and one-half times the regular rates of pay shall be paid for all work performed on the following holidays: New Year's Day, Washington's Birthday, Patriot's Day (April 19), Memorial Day, Independence Day, Labor Day, Columbus Day, Armistice Day, Thanksgiving Day, and Christmas Day. If any of the above-mentioned holidays shall fall on a Sunday the succeeding Monday shall be deemed the holiday.

[57] (d) *Sunday work.*—Twice the regular rates of pay shall be paid for work performed on Sundays, except where the work is performed by watchmen, guards, and firemen whose regularly scheduled workweek includes Sunday work.

[58] (e) *Maintenance men.*—Any shift maintenance men called in to work outside of their shift hours shall receive time and one-half for all hours worked up to 10 p. m. and double time for all hours worked from 10 p. m. to their regular starting time.

[59] (f) *Watchmen, guards, and firemen.*—Watchmen, guards, and firemen shall be paid one and one-half times the regular rates of pay for work performed on the sixth day, and twice the regular rates of pay for work performed on the seventh day in their regularly scheduled workweek.

[60] (g) *Overtime not to be pyramided.*—Where particular work falls within 2 or more overtime classifications, only the highest single overtime rate shall be paid.

#### ARTICLE VI.—*Adjustment of grievances*

[61] Should an employee have any grievance, an earnest effort shall be made to adjust such grievance immediately in the following manner:

[62] (a) *Step No. 1.*—Between the shop steward accompanied by the aggrieved employee, in the employee's discretion, and the overseer of the department.

[63] (b) *Step No. 2.*—If the grievance is not adjusted under step No. 1 after its presentation to the overseer, it shall be reduced to writing, dated and signed

by the employee involved and the shop steward. The grievance shall then be discussed between the shop committee for the mill in which the dispute arose and the union business agent on the one side, and the representative of the plant (and such assistance as he may desire) on the other side.

[64] (c) *Step No. 3.*—If the grievance shall not have been adjusted within 7 days after its presentation to the overseer in accordance with step No. 1, it shall be taken up between a representative of the union on the one side, and a representative of the employer and representatives of the association of which the employer is a member on the other side.

[65] (d) *Step No. 4.*—Any grievance not adjusted within 15 days after its presentation to the overseer (unless a mutually agreeable extension of time is agreed upon) may be submitted by either party to arbitration in accordance with article VII hereof. If not referred to arbitration within 15 days after step 3 of the grievance procedure is exhausted, the issue shall be considered as closed, unless mutually agreed otherwise.

[66] (e) Where steps 1 and 2 of the grievance procedure take place during working hours, the company will pay on a straight-time basis for time actually lost by the shop steward, the union committeemen, and the employee involved. The company shall not be bound to pay for the time lost in attending to steps 3 and 4 of the grievance procedure.

[67] (f) A member mill or either association shall have the right to initiate proposals within the framework of this agreement, to present grievances, and to submit issues to arbitration.

#### **ARTICLE VII.—*No strikes or lock-outs; Arbitration***

[68] It is hereby agreed that the union will not initiate, authorize, sanction, support, nor engage in any strike, stoppage, or slow-down of work and that neither any member mill nor either association will lock out any employee or group of employees, since this agreement provides for the orderly and amicable settlement and adjustment of any and all disputes, differences, and grievances. In case of an unauthorized strike, the union agrees that it will loyally and in good faith endeavor to secure a return of the strikers to work to the end that the dispute may then be settled peaceably in accordance with the procedures set up herein.

[69] Any dispute, difference, disagreement, or controversy of any nature or character, whether or not a grievance, between the union and a member mill or either association, which has not been satisfactorily adjusted within 15 working days after the initiation of conferences between representatives of the union and the member mill and/or association, shall be promptly referred to arbitration by either party hereto as follows:

[70] Within 10 working days after receipt of written notice of a demand for arbitration sent by either party to the other the dispute shall be submitted to arbitration before Prof. Douglass V. Brown of the Massachusetts Institute of Technology as impartial arbitrator who shall act during the term of this agreement. The impartial arbitrator shall hold hearings upon the issue, make such investigations as he shall deem necessary to a proper decision, and render his decisions in writing which shall be final and conclusively binding upon the parties hereto. In case either party shall demand it, a 3-man board of arbitration shall be constituted. This board shall consist of Professor Brown as chairman, a representative chosen by the union, and a representative chosen by the association. A unanimous decision of this board shall be final and binding upon the parties. In the event of a failure to reach a unanimous decision,

the written decision of the impartial chairman shall be final and binding on the parties hereto. The expenses of the impartial chairman shall be shared equally by the parties.

[71] In the event of the decease, withdrawal, or incapacity of the impartial arbitrator named above, within 5 days the parties will by mutual agreement designate another in his place.

[72] It is understood and agreed that questions involving changes in the terms and provisions of this agreement shall not be subject to the foregoing grievance procedure or to arbitration hereunder.

[73] All notices sent by the union regarding grievances, arbitrations, negotiations, contract terminations, etc., shall be sent in duplicate, addressed to the mill affected and the association of which it is a member.

#### **ARTICLE VIII.—*Suspension; Discharge***

[74] (a) *Just cause*.—The right to discharge employees shall remain in the sole discretion of the employer, except that no discharge shall be made without just cause—just cause to mean, among other things, inefficiency, insubordination, or persistent or serious infraction of rules relating to the health or safety of other employees, or of rules reasonably promulgated by the management relating to the actual operation of the plant, or engaging in a strike or group stoppage of work of any kind, slow-down strike, sabotage, picketing, or failure to abide by the terms of this agreement or by the award of the impartial chairman.

[75] (b) *Procedure*.—No employee shall be discharged without first being suspended. The suspension shall become a discharge automatically, unless the employer shall indicate otherwise, on the seventh regularly scheduled workday after the employer has mailed to the union and the employee involved a notice of the suspension and automatic discharge with the specific reasons therefor. Said notice shall be entitled “Suspension-Discharge Notice” and shall be mailed within 2 regularly scheduled working days after the suspension.

[76] If the union considers the suspension and automatic discharge unjust, improper, or discriminatory, it shall mail the employer notice thereof within 5 regularly scheduled working days after receipt of the aforementioned “Suspension-Discharge Notice” and the matter shall thereupon constitute a grievance which may be adjusted in the manner provided in this agreement. If the impartial chairman finds that the employee was unjustly, improperly, or discriminatorily suspended and automatically discharged, he shall reinstate such employee with such compensation for time lost as the impartial chairman may determine.

[77] However, it is distinctly understood that an employee must leave the manufacturing premises of the employer immediately upon suspension. It is further understood that failure of the employee to do so promptly and in an orderly manner shall in itself be sufficient grounds for the suspension becoming a discharge, regardless of the justice or merits of the suspension itself.

[78] The provisions of this article shall not preclude or govern the adjustment of grievances over suspension which do not become discharges automatically and such suspensions shall be subject to adjustment in the manner provided by article VI and article VII of this agreement.

#### **ARTICLE IX.—*Seniority***

[79] (a) *Principles of seniority*.—The basic principle to be established is that of classified occupational seniority by departments.

[80] (b) *Transfers*.—Any employee transferred from one classification or department to another shall continue to accumulate seniority in his old classifi-

cation or department, and shall not be placed upon the seniority list of his new classification or department for a period of 12 months after such transfer. At the end of such period of 12 months the employee so transferred shall lose his seniority in his old classification or department and shall be placed upon the seniority list in his new classification or department, his seniority therein to accumulate from the original date of his transfer.

[81] (c) *Seniority lists.*—A seniority list shall be prepared for each job classification, with the names of employees thereon in order of their seniority. Each list shall be furnished to the union and shall be revised twice each year. Any grievance with respect to any list shall be submitted to the employer within 30 days after the list shall have been furnished to the union.

[82] (d) *Probationary employees.*—An employee shall acquire no seniority during the first 30 days of his employment in a member mill, but at the end of that time his seniority shall date from the beginning of his employment. Discharge of an employee during the first 30 days of his employment shall not be made the subject of a grievance.

[83] (e) *Lay-offs and recalls.*—In all cases of lay-offs and recalls following lay-offs, seniority as established by the applicable seniority lists shall govern. In cases of lay-offs, the last one in shall be the first one out, and in cases of recall, the last one out shall be the first one in.

[84] (f) *Shift transfers.*—Vacancies which may occur in any operation which is operated on a shift basis shall be filled by employees in accordance with their seniority ratings as follows: Should a vacancy occur on the first shift, the worker on the second shift having the highest seniority for that operation who desires to make the transfer shall be assigned to the job; but if no one on the same occupation on the second shift requests a transfer to fill the first shift vacancy, then the employee with the highest seniority on the third shift shall upon his request be transferred to fill the first shift vacancy; should a vacancy occur on the second shift, the same procedure shall be followed and the assignment shall be made from amongst the third shift workers. The order in cases of shift transfers shall be from the third shift to the second shift to the first shift. Each employee desiring to be transferred from one shift to another shall notify his overseer of such desire, and each overseer shall keep a permanent list by operation of the employees desiring to make such transfer. After the transfer has been offered to all on the list, vacancies may be filled from any source. The provisions of this section shall not apply to temporary employment or transfers made necessary by the absence of regular employees of the first or second shifts.

[85] (g) *Promotion.*—In the event a vacancy occurs in any production or maintenance department excluding supervisors (second hands and up) the vacancy shall be filled by a worker with experience in the vacant job. If the vacancy is not filled by an experienced worker within 30 days after it has occurred, then it shall be filled by promotion, on the basis of seniority and ability to perform the job, from the employees within the department in jobs having a functional relationship to the vacant job.

[86] (h) *Supervisors.*—If promotions are to be made to supervisory positions (second hands and up), they shall not be restricted by seniority, nor made the subject of a grievance. Seniority shall be retained and accumulate for any employee who has been promoted to a supervisory position, for a period of 90 days from the date of his promotion, for the purpose of determining his competency by management, or for the purpose of his election to return to his former job.

[87] (i) *Loss of seniority.*—An employee shall lose all seniority rights if he or she (a) quits or terminates his or her employment or (b) is discharged. An

employee who does not report for work immediately if available, but in any event within 72 hours after notice of recall, shall be considered as having terminated his or her employment, provided that illness incapacitating the employee for work, or extended absence from home at the time of recall, shall be sufficient excuse for not reporting if the employer is informed of the excuse within 48 hours after receipt of notice of recall. An employee who is proved to have been employed elsewhere during an unauthorized absence from work, or during a permitted leave of absence, shall be considered as having terminated his or her employment.

[88] (j) *Leaves of absence.*—Leaves of absence, without loss of seniority, for appropriate periods, subject to extension upon reasonable request, will be granted to employees in case of illness, pregnancy, or injury. Leaves of absence without loss of seniority will be granted to any employee selected or elected to act as a representative of the union. Leaves of absence may be granted by the employer for other reasons. The refusal to grant a leave of absence for the above specified or other reasons, or discrimination between employees in the grant or refusal of leaves of absence, shall be subject to the grievance procedure and arbitration clauses of this agreement.

[89] In order to avoid unnecessary grievances, the employer agrees to notify the union in writing once a week of any leaves of absence for periods in excess of 5 days requested by and granted to employees during the preceding week and of all extensions.

[90] (k) *Top seniority.*—Members of the union shop committee, shop stewards, and officers of the local union shall have top seniority, for purposes of lay-off and recall only, in their respective job classifications during their respective terms of office.

[91] (l) *Modification.*—To assure flexible, fair, and equitable application of the foregoing seniority provisions, either association and the union, by mutual agreement from time to time, may make variations in the application and departure from the strict requirements thereof.

[92] (m) *Notice to union.*—The employer shall furnish promptly to the union and its association on a mutually agreed upon form notices of new employees, quits, discharges, lay-offs, recalls, leaves of absence, and the reasons therefor.

#### **ARTICLE X.—*Employment and seniority of veterans***

[93] (a) *Employee veterans.* (1) Any employee, including probationers, who left his employment subsequent to May 1, 1940, to perform training or service in the land or naval forces or their auxiliary services or the merchant marine of the United States, hereinafter referred to as "military service," or who shall hereafter leave his employment for such purpose, while the United States is at war, shall be deemed an employee on leave of absence, and shall accumulate seniority credit.

[94] (2) Provided application is made within 90 days after being relieved from military service or if unable to work by reason of physical disability within 90 days from the time his disability ends, and he has not received a dishonorable discharge, he shall be restored to his former job or a job of like status and pay on the basis of his accumulated seniority, and shall be subject to the terms and conditions of this agreement.

[95] (b) *Disabled employee-veterans.*—An employee-veteran who returns with physical handicaps acquired in military service shall be placed and retained on any job he is capable of doing or may be trained to do on the basis of plant-wide seniority.

[96] (c) *Nonemployee-veterans.*—Any veteran of the present war (1) who was not employed by any person or company for a period of 90 days or more immediately preceding his entry into military service, or (2) who, although employed elsewhere than by the employer within the above-specified period, has acquired physical handicaps in military service, is hired by the employer herein after he is relieved from military service, and not dishonorably discharged, shall, upon having been employed for the probationary period provided for all new employees in this contract, receive seniority credit for the period of such military service subsequent to May 1, 1940; provided, however, (a) such non-employee veteran shall have been hired within 90 days from the time he is relieved from military service, or, if such veteran is unable to work by reason of physical disability during said period of 90 days, is hired within 90 days from the time his disability shall have ended; and (b) such non-employee veteran shall not be employed for the purpose of bringing about the displacement of another employee.

[97] (d) *Veterans' committee.*—A veterans' committee, consisting of equal representatives of the associations and the union, shall be created. This committee shall consider and formulate advisory plans for the assistance, guidance, and training of veterans, as well as for all other matters affecting them.

#### *ARTICLE XI.—Vacations and vacation pay*

[98] (a) *Qualifications for and extent of vacations.*—Each employee in the employ of the employer on June 1, 1946, and on June 1 of each succeeding contract year, hereinafter called the "eligibility date," (1) who has been employed by the employer for 1 year or more but less than 5 years, immediately prior thereto, shall receive a vacation of 1 week with vacation pay equal to 2 percent of his or her total annual earnings for the full year immediately prior to the eligibility date; (2) who has been employed by the employer for 5 years or more, immediately prior to the eligibility date, shall receive a vacation of 1 week with vacation pay equal to 4 percent of his or her total annual earnings for the full year immediately prior to the eligibility date; and (3) who has been employed by the employer for 3 months or more but less than 1 year immediately prior to the eligibility date shall receive 2 percent of his or her total earnings for the period of employment as vacation pay.

[99] (b) *Vacation period.*—Vacations shall be scheduled during the period between June 15 and September 30. The vacation schedule shall be determined by the employer who shall, however, confer with the union before making it up.

[100] (c) *Payment of vacation pay.*—Vacation pay shall be paid to the employee (in addition to his or her regular earnings) during the week prior to the beginning of his or her vacation period. Employees who qualify for vacation and/or vacation pay hereunder but whose employment is terminated for any reason on or after the eligibility date shall receive their vacation pay immediately.

[101] (d) *Employees in military service.*—Any employee who being in the regular employ of the employer left his employment to enter directly into "military service" (as defined in article X) shall be entitled to vacation pay notwithstanding he left the mill prior to the eligibility date. Such pay shall be equal to 2 percent or 4 percent of his total actual earnings during the year preceding the eligibility date, in accordance with the provisions of section (a) above. An employee returning from military service reinstated in accordance with article X, and in the active service of the mill on the eligibility date, shall receive vacation pay either according to the provisions of section (a) above, or on the following basis, whichever is greater: In the case of employees of less than 5 years' service,

2 percent of the average earnings of his occupational group during the preceding year, and in the case of employees with 5 years' service or more, 4 percent of the average earnings of his occupational group during the preceding year. The provisions of this section shall apply only to employees who are in military service during the war.

#### ARTICLE XII.—*Insurance benefits*

[102] (a) *Insurance coverage.*—Each employer shall maintain, at its sole expense, its present group insurance plan. A committee composed of two representatives of the associations, two representatives of the union, and the impartial arbitrator (if necessary) shall explore the insurance contract for the purpose of improving the benefits and methods of the insurance program but the average cost per employee of the insurance in all the mills shall not be increased. Any changes or modifications in the present insurance plan recommended by the committee shall be adopted by the employer and maintained in force during the term of this agreement. The committee shall make its decision so that any changes or modifications may be put into effect on January 1, 1946.

[103] (b) *Revision.*—On August 1, 1946, the union may on 30 days' notice request a revision of the insurance program, and failing agreement, the matter shall be subject to arbitration.

[104] (c) *Government insurance.*—Should any Federal or State social security law be enacted and put into effect during the period of this agreement, providing benefits paralleling any of those contained herein and imposing the cost thereof upon the employer, then and to that extent only shall such paralleling benefit provided herein become inoperative and canceled in the policy of insurance and the employer shall be relieved of the cost thereof in order to avoid duplication of insurance costs.

#### ARTICLE XIII.—*Termination*

[105] This agreement shall continue in full force and effect until August 1, 1947, and for 1-year terms thereafter, unless written notice of termination shall be mailed by either party to the other at least 60 days prior to the end of the then current term, in which event this agreement shall terminate at the end of the then current term.

[106] In witness whereof, the parties hereto, by their duly authorized representatives, have set their hands and seals as of the day and year first above written.

#### EXHIBIT B

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[107] I, the undersigned, hereby accept membership in the Textile Workers Union of America and authorize and direct any member of the —— Association or —— Association which is or hereafter shall be my employer, to deduct from my pay union dues and initiation fee in the amount fixed pursuant to the constitution and bylaws of my union, and to forward same to Textile Workers Union of America, or its designee. This authorization and direction is valid while I am an employee of the employer named below or any member of either above named associations and the union is the recognized collective bargaining agency.

Signature of employee	Dept
Address	Mill
Witness	Social Security No.

**Agreement No. 2.—United Textile Workers of America (AFL)**

[1] This agreement, made and entered into this ——, by and between the —— and their successors, hereinafter referred to as the "company", and the United Textile Workers of America (AFL), and its local union ——, with principal offices in the city of Washington, D. C., hereinafter referred to as the "union."

[2] The term "employee" as used in this agreement means all employees of the company except supervisory personnel, clerical employees, watchmen, guards, laboratory employees, painters, carpenters, and outside employees. Outside employees include employees for the upkeep of grounds, employees of the —— Inn, the hospital, and the community house. Supervisory personnel includes overseers and second hands.

**WITNESSETH**

[3] Whereas, it is the desire of the parties to this agreement to continue to work together harmoniously and to promote and maintain relations between the company and the union which will serve to the best interest of all concerned, now therefore, the parties hereto agree as follows:

**SECTION 1.—*Recognition***

[4] (a) The company recognizes the union as the exclusive collective bargaining agent for all employees of the company eligible for membership as defined and certified by the National Labor Relations Board, and further defined in the preamble of this agreement. The company agrees to meet with and bargain with the accredited representatives of the union on all matters pertaining to hours of work, rates of pay, and other conditions of employment.

[5] (b) Neither the company nor any of its agents will exercise discrimination, intimidation, or coercion against members of the union on account of such membership. The company will not aid, encourage, promote, or finance any organization which purports to engage in collective bargaining.

[6] (c) It is mutually agreed that no employee will engage in any activity on company time that will interfere with the normal and efficient operation of his job.

[7] (d) It shall be mutually understood that the spirit and intent of subsections (b) and (c) is to reserve to the union the conduct of its affairs and to the employer the general responsibilities involved in the operation of the mill.

**SECTION 2.—*Maintenance of membership and check-off of union dues***

[8] (a) The company agrees that those employees who are members of the union and employed at the time this agreement is signed, or who may hereafter during the life of this agreement, become members, shall during the term of said agreement, as a condition of continued employment, remain members of the union in good standing, unless within 15 days after the signing of this agreement, such membership is revoked by written notice forwarded by registered mail to the —— and the financial secretary of United Textile Workers of America, local ——. Membership in the union shall be evidenced by a list prepared within 15 days of the signing of this agreement for the deduction of union dues. Names of employees hereafter joining the union shall be added to the list upon delivery to the company of a membership card signed by the employee involved.

[9] (b) The company shall deduct union dues from the weekly wages of all

union members and shall on or about the first of each month, turn the same over to the financial secretary of the local union. No deduction shall be made for any week in which employee does not work. The union agrees to furnish the company each week duplicate lists of its new membership for use in connection with said check-off.

#### SECTION 3.—*Job assignment*

[10] It is recognized and agreed that the best interest of the company, and of the employee, requires efficient job assignment. It is, therefore, agreed that rates and job assignments may be changed from time to time in order to obtain and maintain efficient and reasonable job assignments and machine and labor standards.

[11] It is agreed that the employer will notify the union of any proposed changes at least 1 week prior to the desired changes in rates or job assignments and such changes will be open for discussion.

[12] It is agreed that after discussion between the company and the union, if there are any questions which have not been settled to the complete satisfaction of both parties, the proposed changes will be accepted on a trial basis of 3 weeks. If after this trial period, further consideration is necessary or desirable, either the company or the union will notify the other party and prompt arrangements will be made for further discussion. If after 2 weeks from the end of the trial period no agreement has been reached, either party may demand that the Director of the United States Conciliation Service of the United States Department of Labor be requested to send a textile technician to conduct such studies as may be necessary and he will work with the representatives of both parties to effect an equitable and satisfactory settlement. If a satisfactory settlement is not reached, the matter will be settled in accordance with the arbitration provisions of this agreement.

[13] If a new style is introduced and runs out before the end of the 3 weeks' trial period, employees will be paid the rate of pay for the new style or that of their former assignment, whichever is the greater.

[14] It is agreed that where an employee is temporarily assigned to a job for the convenience of the company, such employee shall receive the rate of pay of his regular job assignment or that of the new assignment, whichever is the greater. The employee transferred will be confined to qualified employee with the least seniority and such employee must accept the assignment.

#### SECTION 4.—*Wages*

[15] If either the company or the union desires to make a change in the general wage level, proposal shall be made to the other party, in writing, setting forth in detail why such changes should be made. Representatives of the company and union will meet promptly for discussion and every effort will be made to negotiate an agreement. If an agreement is not reached within 2 weeks of service of written notice, then the issue may be submitted to the National War Labor Board for decision, and the decision of the National War Labor Board will be final and binding on both parties. If or when the National War Labor Board is dissolved, issues pertaining to general wage levels which cannot be agreed between the company and the union within 2 weeks of service of written notice will be arbitrated by a committee of three, including one representative of the company, one representative of the union, and the third permanent arbitrator as provided for in section 7 of this agreement.

**SECTION 5.—*Seniority***

[16] Preference will be given by the company in order of the seniority standing of employees in case of recall, transfer or lay-off from work, provided the employees have the necessary experience and training and are equally well qualified to perform the work on the particular job.

[17] Seniority rights of new employees will be established following a probationary period consisting of the first 6 months of continuous service. Seniority will then date from the beginning of the 6 months period. Seniority shall be the total continuous service record, but this record will be broken by quits, releases, or discharge for cause.

[18] In case of transfers from one department to another, regardless of whether from one department to another in the same mill, or from a department in one of the units of the —— Mills to a department in the other unit of the —— Mills, the transferee will not lose seniority in the department from which transferred, nor shall such transferee have any promotional seniority in the department to which transferred, until such transferee shall have worked 6 months in the department to which transferred. If, at the end of 6 months, the employee demonstrates ability to do work in the department to which transferred, such transferee will have all seniority in the old department transferred to the new department.

[19] In regard to transferring from one department to another, the transferee will not have any seniority in lay-off and send-outs until transferee has had 2 months in respective department.

[20] In accordance with the seniority provisions of this contract, it is interpreted that the employee will be allowed to make claim for, or advance to, a job on any shift in his department when an opening exists, provided—

[21] (a) The employee's seniority entitles him to claim right to such job.

[22] (b) It is optional with the employee or employees concerned.

[23] (c) The employee, in the opinion of the overseer, is qualified to fill the job. Where an employee with the highest seniority is not qualified to fill a job, the shop committee will be notified before the job is filled.

[24] An employee may bid for a job of a lower classification and qualified employee will be allowed to move to job of lower classification within 90 days. Provided, however, the parties hereto will cooperate to the end that production will not be adversely affected by the operation and/or application of this subsection.

[25] It is agreed that the company will post on bulletin boards all jobs of employees in the bargaining unit that become permanent vacancies within 7 days after each vacancy is established. Bids will be received for 7 days after job is posted and qualified employee will be awarded the job bid for on the first day of the workweek following this 7-day period. If no bids are received in the 7-day period, the company may fill the job as it sees fit, either with a new employee or qualified spare hand with the least seniority.

**SECTION 6.—*Leave of absence***

[26] An employee may upon request, and with the approval of the industrial relations manager and the overseer of the employee's department, be granted a leave of absence, not to exceed 6 months and subject to renewal, without loss of seniority providing he returns to work at the end of the leave of absence or is granted a renewal by the company. An employee who fails to return at the end of his leave will be considered as having quit. Leave of absence of 12

months may be granted pregnant employees. No leave of absence, including renewal shall exceed 1 year, except under (c) below.

[27] Leaves of absence will be granted for any of the following reasons:

[28] (a) Employee's own illness or disability.

[29] (b) Illness or death in the employee's immediate family.

[30] (c) Military duty. An employee leaving the service of the company to serve the Federal Government in its armed forces or in Federal mobilization for war purposes pursuant to resolutions and/or acts in connection with the national defense or war effort, shall retain and accrue his seniority during such service, provided he makes application to return to the company within 90 days after he has received an honorable discharge and is physically capable of performing the work assigned to him.

[31] (d) Personal reasons. A leave of absence not to exceed 30 days may be granted upon request of the employee and recommendation by the overseer of the employee's department.

[32] A leave of absence will be granted an employee to carry on union activity for the United Textile Workers of America; upon termination of such leave, he shall be returned to his former job or like position without loss of previous service credit, together with accumulative service, and at the prevailing rate of pay.

[33] It is further agreed that the shop committeeman will receive written notice of any leave of absence granted in his department.

#### *SECTION 7.—Negotiation procedure*

[34] Should differences arise between the company and employee as to the meaning and application of the provisions of this agreement, or if individual differences are not settled between the employee and his second hand, there shall be no suspension of work on account of such differences, but an earnest effort will be made to settle promptly in the following manner:

[35] (a) Between the department representative and second hand or overseer of the department.

[36] (b) Between a member, or members of the general committee, and the industrial relations manager or superintendent of the mill. If not settled within 2 days, then—

[37] (c) Between a member, or members of the general committee, and the industrial relations manager, superintendent, and production manager. If not settled within 2 days the complaint will be reduced to writing and submitted for settlement—

[38] (d) Between representative of the United Textile Workers of America and the production manager of the mill, or officials designated by the company.

[39] (e) If agreement cannot be reached within 16 days, then such differences in matters of working conditions, rate of pay, hours of work, and seniority may be submitted to a committee for arbitration, this committee to be appointed in the following manner: The union and company will each appoint one member. The third member will be Mr. ——, who will be known as a "permanent" arbitrator, and will act as chairman. The findings of this committee, together with its recommendation, will be final and binding upon both the company and the union. The cost of all arbitration proceedings will be divided equally between the company and the union.

#### *SECTION 8.—Strikes and lock-outs*

[40] There shall be no strikes or stoppages of work called by the union or lock-outs effected by the company during the life of this agreement.

#### **SECTION 9.—Vacation**

- [41] (a) Employees having 1 year's seniority and less than 5 years' seniority with the company as of June 1, 1946, as defined in paragraph (c) below, will receive 1 week's vacation pay at 2 percent of their total earnings for the year ending May 31, 1946.
- [42] (b) Employees having 5 years or more of seniority with the company as of June 1, 1946, as defined in paragraph (c) below, will receive 2 weeks' vacation pay at 4 percent of their total earnings for the year ending May 31, 1946.
- [43] (c) For eligibility under paragraph (a), an employee must have accumulated a minimum of 1 year's seniority with the company prior to June 1, 1946, and for eligibility under paragraph (b), an employee must have accumulated a minimum of 5 years' seniority with the company prior to June 1, 1946.
- [44] (d) Any employee who voluntarily quits or is discharged for cause before June 1, 1946, is not eligible for vacation pay.
- [45] (e) In the event it is necessary to continue uninterrupted production in order to meet scheduled requirements, vacation pay will be paid in lieu of time off.

#### **SECTION 10.—Union notices**

- [46] Bulletin boards will be made available to the union by the company for the posting of union notices, such notices to be submitted by the shop committee to the plant superintendent for posting.

#### **SECTION 11.—Workweek**

- [47] (a) The normal workday shall be 8 hours, and the normal workweek shall be 40 hours commencing at 11 p. m. Sunday. Time and one-half shall be paid for work performed in excess of 8 hours in 1 day or 40 hours in 1 week.
- [48] (b) Time and one-half shall be paid for all work performed on the sixth consecutive day worked in the workweek. The following absences shall be counted as days worked for the purpose of overtime payment.
- [49] (1) Days or parts of days lost by employees when unable to work on account of injuries sustained by accidents arising out of and in the course of their employment. It is further agreed that if any injury results in lost time of more than seven consecutive days, subsection (1) will not apply.
- [50] (2) Days or parts of days lost by employees when they report to work as required but are not put to work or are sent home before the end of the day for reasons beyond the employee's control.
- [51] (3) Days lost because of holiday shut-down on the holidays specified in this agreement.
- [52] (4) Days lost by employees when they are notified not to report for work and are required to work on the sixth day of the workweek. This subsection does not apply to spare hands hired subsequent to the signing of this agreement.
- [53] (c) Time and one-half shall be paid for all work performed on Sunday.

#### **SECTION 12.—Reporting time**

- [54] (a) Employees who report to work and are not given work shall be paid for 4 hours' time at regular rate.
- [55] (b) Employees who report to work and are given work shall be paid for a minimum of 4 hours' time at regular pay.

**SECTION 13.—*Waiting time pay***

[56] When waiting time occurs due to machine break-down, waiting on materials, or for other reasons which cannot be controlled by the employee, the employer will pay the employee 75 percent of the occupational wage when on standards, or piecework for down time exceeding 10 minutes.

**SECTION 14.—*Holidays***

[57] It is agreed that there shall be 6 holidays each calendar year, namely: New Year's Day, Easter Monday, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. Time and one-half shall be paid for all work performed on these 6 days.

**SECTION 15.—*Shift differentials***

[58] All employees who work on the third shift shall receive a bonus of 5 cents per hour in addition to their regular rate of pay.

**SECTION 16.—*Amendment, termination, and renewal***

[59] (a) This agreement shall be effective as of September 24, 1945, and shall continue in effect until September 24, 1946, and for yearly periods thereafter unless written notice is given by either party to the other party not less than 30 days but not more than 45 days prior to the expiration of any such yearly period, that it is desired to amend or terminate the agreement.

[60] (b) In the event that such notice is given, such proposed changes, modifications or amendments to the agreement shall be clearly set forth in writing and the parties shall within 10 days thereafter begin negotiations for a renewal or modification of this agreement. If negotiations are not completed prior to the expiration date, this agreement shall continue in force and effect thereafter subject to cancellation upon 30 days' notice by either party.

[61] (c) This agreement may be amended at any time by mutual agreement between the parties. If either party proposes amendment to this agreement during the life thereof, negotiations on such proposals shall begin within 10 days. If no settlement is reached, the provisions of this agreement shall continue in effect.

[62] (d) This agreement supersedes the agreement of September 4, 1944, between the parties which is hereby terminated.

[63] In witness whereof, the parties hereto having caused these presents to be executed by a duly authorized officer this 24th day of September 1945.