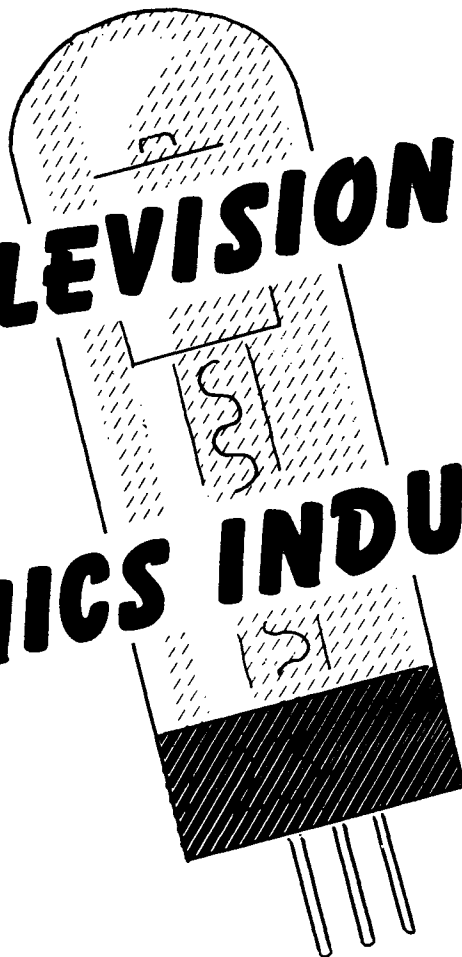


Collective Bargaining

RADIO, TELEVISION, AND ELECTRONICS INDUSTRY



Bulletin No. 1089

UNITED STATES DEPARTMENT OF LABOR

Maurice J. Tobin - Secretary

BUREAU OF LABOR STATISTICS

Ewan Clague - Commissioner

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Letter of Transmittal

UNITED STATES DEPARTMENT OF LABOR,
Bureau of Labor Statistics,
Washington, D. C., June 4, 1952.

The Secretary of Labor:

I have the honor to transmit herewith a report on labor-management agreement provisions and practices in the radio, television, and electronics industry which is based primarily upon an analysis of forty agreements negotiated by unions and employers in the industry.

This report was prepared in the Bureau's Division of Wages and Industrial Relations, under the direction of Anna Bercowitz and Theodore W. Reedy, by William S. Gary and Dorothy R. Kittner.

Ewan Clague, Commissioner.

Hon. Maurice J. Tobin,
Secretary of Labor.

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Collective Bargaining in the Radio, Television, and Electronics Industry

As the producer of electronic equipment vital to modern warfare, the radio, television, and electronics industry is now one of the Nation's principal defense industries. The output of this versatile industry embraces also a wide range of products for peacetime communication and home use. ^{1/} Its newest product, television, has increasingly drawn public attention toward this industry.

Three principal unions have negotiated for the workers in this industry: the International Brotherhood of Electrical Workers (AFL), International Union of Electrical, Radio, and Machine Workers (CIO), and the United Electrical, Radio, and Machine Workers of America (Ind.). In addition, such unions as the International Association of Machinists (AFL), United Automobile, Aircraft, and Agricultural Implement Workers of America (CIO), and the Communications Workers of America (CIO) are known to have signed contracts. Two-thirds of their contracts analyzed in this bulletin had union shop provisions. About as many carried health and insurance programs.

THE INDUSTRY

Development of the Industry

Before World War I, telegraph and radio telephone transmitters and receivers were manufactured principally for commercial use. Following the first American commercial broadcasting for general reception in Pittsburgh, Pa., in 1920, when less than 5,000 factory-made home-receivers were in operation, public interest in radio increased greatly.

^{1/} The radio, television, and electronics industry, as defined for this study, embodies the manufacture of home radio and television receivers, radar and related detection apparatus, and phonographs. The industry corresponds with Standard Industrial Classification No. 3661: Radios, radio and television equipment (except radio tubes), radar, and related detection apparatus and phonographs. It includes "Establishments primarily engaged in manufacturing radio and television receiving and transmitting equipment, electrical and magnetic field detection apparatus, light and heat emission detecting apparatus, object detection apparatus (radar) and other apparatus and products associated with radio equipment, including miscellaneous radio parts; phonographs and accessories (except records) and public address and music-distribution apparatus."

By 1924, almost 2 million homes had radio receiving sets. Technological changes, which increased the usefulness and ease of operation of the receivers, aided in the industry's growth. In 1925, the loud-speaker was introduced, replacing earphones. In 1926, the all-electric set replaced the cumbersome battery-operated equipment. In the 1930's, compact table models and the built-in antenna became popular. At the same time, mass production resulted in lowered prices and brought radio sets within the financial reach of most families.

World War II brought about an unprecedented demand for military electronic equipment, causing even greater expansion in production and employment in the industry. The introduction of television and renewed interest in phonograph recordings resulted in a less severe reduction in the industry during the postwar period than might have occurred.

Size and Location of the Industry

The 1947 Census of Manufactures reported a total of 857 plants with 178,600 employees engaged in the production of radio and related products.

A few large manufacturers produce the majority of radio and television sets and commercial and military electronic equipment. In 1947, the Census of Manufactures reported that 5 percent of the establishments, each employing 1,000 or more workers, accounted for more than 50 percent of the total employees in the industry. Establishments with more than 250 employees accounted for 83 percent of the total employment although they represented only 17 percent of the total number of plants. More than two-thirds of the plants had less than 100 workers each and accounted for a little over 5 percent of total employment.

Geographically, these plants were concentrated north of the Ohio and Potomac rivers, and east of the Mississippi river. Only 13 percent of the plants and less than 7 percent of the employees were located in the South and West. Much of the production and employment was centered in the New York, Philadelphia, and Chicago metropolitan areas.

Employment and the Labor Force

Production workers constituted 80 percent of the employees reported by the Census of Manufactures, accounting for 142,500 of the total of 178,600 workers.

The great majority of these workers were either semi-skilled or unskilled. The equipment was produced on assembly lines, and the operations were broken down to the point where few complex tasks were required. Skilled workers were employed in such operations as tool-and-die makers, set-up men, maintenance workers, machine adjusters, and inspectors. Some plants producing complex military and commercial equipment and products made on a custom basis employed a larger proportion of skilled workers than other types of plants.

Employment of production workers averaged 142,400 in 1947, declined in 1948 and 1949, and then rose to 163,100 in 1951 (table 1). The increase was due largely to expanded military equipment production, plus a greater output of radio and television sets to supply an expected expansion in the market.

Table 1.—Number of production workers in the radio, television, and electronics industry, 1947-1951

Year	Production workers
1947 ^{1/}	142,400
1948	123,000
1949	112,700
1950	159,000
1951	163,100

^{1/} Data for previous years not comparable; television and some other related products such as radar were not previously produced in volume.

Women comprise a majority of the industry's production workers. In September 1950, 58 percent of the plant workers were women.

Average Hourly Earnings

Average hourly earnings for production and related workers in the radio, television, and electronics industry rose from \$1.13 in 1947 to \$1.44 in 1951, or more than 27 percent (table 2). Hourly earnings averaged \$1.46 in December 1951. ^{2/}

A comparison of average hourly earnings of workers in the radio, television, and electronics field with those of the electrical machinery industry in general shows the former to have been consistently lower. In terms of increases in average hourly earnings, both groups increased more slowly than did the average of all-manufacturing industries between 1947 and 1951.

Table 2.—Average hourly earnings of production and related workers in the radio, television, and electronics; electrical machinery; and all-manufacturing industries, 1947-1951

Year	Radio, television, and electronics	Electrical machinery	All manufacturing
1947 ^{1/}	\$1.133	\$1.272	\$1.237
1948	1.238	1.388	1.350
1949	1.283	1.442	1.401
1950	1.323	1.480	1.465
1951	1.442	1.615	1.594

^{1/} Data for previous years not comparable.

^{2/} Because of the change in coverage by the development of television and radar, for example, data for years prior to 1947 are not comparable.

Unionization

Detailed analysis of union membership is virtually impossible because of the close interrelation between the radio, television, and electronics industry and the electrical machinery and equipment manufacturing industry as a whole. Organization of workers in this industry has taken place almost entirely since 1933. At that time, employees in several individual plants, encouraged by Section 7(a) of the National Industrial Recovery Act, banded together in local unions to negotiate with their employers. Several of these locals affiliated directly with the American Federation of Labor as federal labor unions. These federal labor unions joined with some independent locals to form an organization to present a united front for collective bargaining purposes. Upon direction of the AFL, this organization was dissolved in 1934, and a request of the AFL locals for organization of a national union was denied. Jurisdiction over the industry was given by the AFL to the International Brotherhood of Electrical Workers (IBEW), the International Association of Machinists, and other affiliated unions. 3/

In March 1936, a group of AFL and independent locals in electrical manufacturing (including the radio industry) met in Buffalo, New York and formed the United Electrical and Radio Workers of America (UE). This union joined the Congress of Industrial Organizations during the same year. 4/

The UE was expelled by the CIO late in 1949, and the International Union of Electrical, Radio, and Machine Workers (IUE) was chartered.

In 1951, the IBEW (AFL), the IUE (CIO), and the UE (Ind.) held the bulk of the contracts in the radio, television, and electronics industry. The extent to which other unions such as the International Association of Machinists (AFL) and the United Automobile Workers and the Communications Workers of America (both CIO) represent workers in this industry is not known.

NATURE OF THE AGREEMENTS

The Sample

This study is based on an analysis of 40 collective-bargaining agreements in the radio, television, and electronics industry in effect in mid-1951. The agreements covered 79,500 workers, or about 45 percent of the approximately 171,000 production and related workers in the industry as of April 1951.

3/ James B. Carey, "United Electrical, Radio, and Machine Workers Union," U. S. Department of Labor, Labor Information Bulletin, May 1940 (p. 1).

4/ In 1937, its jurisdiction was extended to include workers employed in machine shops and the manufacture of machine tools and dies, and the name was changed to "United Electrical, Radio, and Machine Workers of America."

These agreements were generally negotiated on a plant-by-plant basis. A few, however, representing about 10 percent of the workers covered by the study, related to two or more plants at different locations. One agreement was negotiated by an association on behalf of 20-odd member firms. All principal geographic areas in which the industry was located were represented by the agreements.

Each of the agreements covered 250 or more workers. Establishments of that size accounted for 83 percent of the total number of employees, although only 145, or 17 percent of the total number of establishments, were in that group. 5/

Every agreement covered production workers; a considerable number also included maintenance employees; and in a few agreements, plant protection or clerical workers were covered.

Duration, Cancellation, Renewal, and Extension of Agreements

Although the agreements ranged from less than 1 year to 5 years' duration, they usually were negotiated for more than 1 year (table 3).

Table 3.—Duration of agreements in the radio, television, and electronics industry, 1951

Duration	Number of agreements	Number of workers
Total agreements	40	79,500
Less than 1 year	1	600
1 year	7	20,400
More than 1 year, but less than 2	11	16,300
2 years, but less than 3 ...	16	33,300
3 to 5 years	4	6,200
5 years	1	2,700

About one of every four agreements could be **canceled** before the expiration date for specified reasons such as the violation of certain contract provisions, **nonagreement** on wage adjustment negotiations, or the occurrence of a strike or lock-out.

Most of the agreements were automatically renewed each year in the absence of notice by either party to terminate or amend the contract.

In a few cases, the agreements remained in effect until negotiations were completed or termination notice was given by either party, if renewal negotiations were under way and no settlement was reached before the contract's expiration date. Some agreements continued in effect for a designated period beyond the expiration date. On the other hand, a few agreements were terminated on the expiration date if no agreement had been reached by that time.

5/ Production and related workers accounted for about 80 percent of the total number of employees.

Reopening of Agreement for Reasons Other Than Wage Rates

Either party could request the reopening of the agreement for negotiation of such issues as paid vacations, paid holidays, life insurance, or hospitalization under the terms of 6 of the 40 agreements, and for the discussion of seniority or union security in 2 additional agreements. Such reopenings were generally permissible after specified periods. All of these 6 agreements were effective for periods of more than a year.

UNION AND MANAGEMENT SECURITY

Union Membership Requirements

Two-thirds of the agreements, representing a similar proportion of workers, contained union-shop provisions requiring all employees to become union members. New employees need not be members at time of hiring, but were required to join within a specified period, usually 30 days, and remain in good standing for the duration of the agreement (table 4). In a few of these agreements, workers who were not members on the effective date of the agreement were not required to join the union.

Table 4.—Union security and check-off provisions in the radio, television, and electronics industry, 1951

Type of provision	Union security		Check-off	
	Number of agreements	Number of workers	Number of agreements	Number of workers
Total agreements	40	79,500	34	70,300
Union shop	27	53,200	23	46,900
Maintenance of union membership	3	3,600	2	2,100
Sole bargaining	10	22,700	9	21,300

A majority of the remaining agreements simply provided for recognition of the union as the sole bargaining agent for all workers, both members and nonmembers.

Check-Off

The union security clauses were, in most cases, strengthened by check-off provisions (table 5). Upon written authorization by the workers, dues and other payments to the union were automatically deducted by the employer and transmitted to the union.

Table 5.—Check-off provisions in the radio, television, and electronics industry, 1951

Item	Number of agreements	Number of workers
Total agreements	40	79,500
With check-off provisions	34	70,300
Dues	10	30,100
Dues and initiation fees	13	21,200
Dues, initiation fees, and assessments	7	13,500
Dues, initiation fees, and fines	1	400
Dues and assessments	3	5,100
With no check-off provision	6	9,200

The authorization for check-off deductions was irrevocable for the term of the contract or for 1 year, whichever was shorter (Taft-Hartley Act limitation) in a third of the agreements covering a similar proportion of workers. In a few agreements, authorization could be revoked at any time. More than 40 percent of the agreements made no provision for revocation of the check-off.

Union Activities in the Plant

International union representatives were permitted to visit the plant during working hours under terms of the majority of agreements. Their visits were usually confined to the adjustment of grievances and to discussion of the operation of various agreement provisions. Specific authorization for each visit generally had to be obtained. In a few of these plants, visits were subject to Government security regulations.

"The Company agrees to permit duly accredited representatives of the Union to visit its factory during working hours, provided that a Union Representative who is not an employee of the Company shall make application for and secure an authorization through the Union Office before entering the factory. All such visitors shall be subject to the security regulations governing admittance."

The use of bulletin boards to post notices pertaining to union activities such as meetings or social activities was generally permitted. Usually, however, management had to approve the contents of the notices.

Management Rights

Certain prerogatives of management were specified in virtually every agreement in the study. The most frequently listed rights are shown in table 6.

Table 6.—Management prerogatives included in collective agreements in the radio, television, and electronics industry ^{1/}, 1951

Management rights	Number of agreements	Number of workers
Manage and direct working force	24	48,800
Hire	18	28,500
Transfer	9	17,100
Promote	12	19,700
Demote	6	7,300
Lay-off	10	19,600
Suspend	12	20,200
Discharge for cause	34	57,700
Determine method of production ..	10	18,000

^{1/} Based on an analysis of 40 agreements representing 79,500 workers.

It was usually stated specifically that the exercise of these rights must not be inconsistent with other terms of the agreement or used for discriminatory purposes. One of the clauses safeguarding management prerogatives read as follows:

"The Management of the Company and the direction of its working forces, including the right to hire, transfer, promote, demote, discipline, establish reasonable rules of conduct, or discharge for cause, to increase or decrease the working force, as necessary, to make work assignments, the scheduling of hours and shifts, the products to be manufactured, the location of plants, the schedule of production, the methods, processes and means of manufacturing is vested solely in the Company, provided that this will not be used for purposes of discrimination against any member of the Union, and subject to the terms and conditions of this Agreement."

The causes for discharge were frequently specified in the agreements. They included unauthorized work stoppages, theft, deliberate creation of hazards of fire or safety and health, sabotage, intoxication, excessive absence, habitual tardiness, or violation of certain company rules. In a majority of agreements, representing about half of the workers in the study, the employee had the specified right to appeal his discharge through the regular grievance procedure but the early steps were frequently bypassed.

Discrimination because of race, creed, color, sex, religion or political beliefs was prohibited by specific clauses in approximately a third of the agreements, and two-thirds also repeated the legal obligation not to discriminate because of union membership.

JOB SECURITY: SENIORITY

Because employment fluctuations were of sufficient magnitude to make job security a matter of primary interest to the workers in this industry, seniority clauses were prevalent in the contracts. Under several agreements, length of service was the only factor considered in determining job tenure, promotion, or conditions of employment. In others, additional criteria, such as ability, skill, efficiency, and physical qualifications sometimes had varying importance.

Lay-Off

Length of service was given consideration in a reduction in force in virtually every agreement analyzed. It was the sole basis for retention in agreements representing more than a fourth of the workers in the study (table 7). More frequently, however, length of service was coupled with the provision that the employee must qualify for or have the ability to do the job.

Table 7.—Factors determining lay-offs in the radio, television, and electronics industry, 1951

Determining factor	Number of agreements	Number of workers
Total agreements	40	79,500
Length of service only	12	22,100
Length of service governed if employee qualified or had ability	18	28,600
Length of service secondary, applicable only if other factors were considered equal	<u>1</u> / 4	<u>1</u> / 2,900
Relative weight of length of service and other factors uncertain	3	8,100
No provision	3	17,800

1/ Included 1 agreement with 600 workers that allowed a worker with 10 years' seniority to be considered for retention on the basis of length of service, if he qualified for the job.

Promotion

In determining promotions, length of service was ordinarily given consideration only if a worker qualified. Approximately a third of the workers were covered by agreements specifying that where ability, efficiency, or other qualifications of two or more workers were considered to be equal, the one with greater seniority should be promoted (table 8).

Table 8.—Factors determining promotion in the radio, television, and electronics industry, 1951

Determining factor	Number of agreements	Number of workers
Total agreements	40	79,500
Length of service governed if employee qualified or had ability	12	18,300
Length of service secondary, applicable if other factors were considered equal	11	26,800
Relative weight of length of service and other factors uncertain	6	17,700
No provision	11	16,700

Military Service Leave

In general, agreements merely stated that the Selective Service Act will be complied with in its application to leave for military duty. The Act, as amended, allows for the accumulation of seniority while on duty in the Armed Forces.

"Any employee of the Company under this Agreement who shall be called or volunteer for military service in any branch of the United States armed forces when the United States is at war or during any duly declared national emergency in peace time, will be reinstated in the position held by such employee at the time of entering such military service and will be given credit for seniority for the time spent in such military service; provided, however, that such employee makes application for such reinstatement in the Company's service within 90 days after the termination of such military service."

Several agreements also granted reemployment rights to employees entering the Merchant Marine Service. 6/

Monetary bonuses were given to employees entering the military service under the terms of one of every four agreements--usually 1 week's pay or the difference between the military pay and the employee's base rate pay for a period of 1 month.

6/ U. S. Department of Labor, Veterans' Reemployment Rights, Question and Answer Handbook, October 1950, p. 2. Section 9 of the 1948 Act makes no provision for the reemployment rights of persons who entered the Merchant Marine. The reemployment rights conferred on merchant seamen under the older reemployment statutes were terminated on July 25, 1947, by Pub. Law 239, 80th Cong.

WAGES

Rate Structure

Clauses governing hourly rates of pay were found in every agreement. In addition, about three-fifths of the agreements, representing a slightly larger proportion of workers, provided for payment of piece (incentive) rates to some workers. Two of the latter type of agreements included provisions for a group or plant incentive bonus plan.

Determination of Incentive Rates

When new jobs were created or old ones changed, the new incentive rates were set by the company alone after conducting time studies under terms of more than half the agreements. The union generally had the right to challenge these rates and to request a restudy. If the rate was still unacceptable, the union could resort to the grievance machinery in an attempt to resolve the issue under about half of the agreements. In some cases, the preliminary stages of the grievance procedure were **bypassed**. A few specifically stated that the issue could be referred finally to arbitration.

In two agreements, the companies conducted training classes for union representatives relating to the principal issues and details of their incentive wage plans.

Job Evaluation Plans

Eighteen agreements contained references to job evaluation plans. These agreements represented half the workers.

In four agreements, the company and the union jointly negotiated the proper classification for new jobs. In 14, management generally placed the job in its proper classification and in 7 of these, the classification had to be made according to established principles. In one case, the National Metal Trades Association job-rating system was followed. Skill, **physical** fitness, mental effort, working conditions, ingenuity, experience, education and initiative were some of the factors considered.

"The job rating system of the National Metal Trades Association shall remain in effect during the term of this contract. This system is based on a point schedule consisting of such factors as Education, Experience, Initiative, and Ingenuity, Physical Demand, Mental or Visual Demand, Responsibility for Equipment or Process, Responsibility for Material or Product, Responsibility for Safety of Others, Responsibility for Work of Others, Working Conditions and Unavoidable Hazards.....

"The Company agrees to submit to the Union a preliminary write-up of each new job which the Company plans to create. The Shop Committee shall advise the Company within one (1) week whether it approves the same. If not, the Shop Committee shall institute a grievance, which shall be settled in accordance with the standard grievance procedure..... The Company reserves the right to fill new jobs temporarily while awaiting final approval thereof. If a temporary job extends more than two (2) weeks and the job write-up is finally approved at a higher rate, then the employee who has been assigned to the job will receive the higher rate retroactive to the third Monday after his assignment to the job.

"If there is a change in the job content, the Company can submit a changed write-up, which is subject to grievance procedure....."

Usually, the results of the job evaluation were to be submitted to the union within 30 days after classification or assignment; but in a few cases, before the appropriate wage rate was put into effect. Two agreements, however, specifically stated that no change could be made in a job classification without the consent of the union. Under a majority of the agreements, the union had the right to appeal a classification within a specified period, usually 30 days after receipt of notice, through the regular grievance procedure. If no agreement was reached through these channels, the matter could be referred to arbitration.

Labor Grade Systems

About half the workers in the study were covered by labor grade systems included in 18 of the 40 agreements analyzed. Under such a system, all plant jobs which had approximately the same job "value" as determined under a job evaluation plan were placed in the same labor grade for which there was either a specified single rate of pay or a rate range. The number of labor grades ranged from 8 to 21.

Under terms of a majority of the agreements providing for labor grades, the wage rates within a specified labor grade were based on a rate-range system. Progression from the minimum to the maximum of the range was automatic, that is, based on length of service, in all but one agreement. In a few of these agreements, increases were automatic up to a **specified** labor grade or up to a specified rate within the labor grade; thereafter, increases were granted on merit.

Wide variations existed among agreements in the spread between the minimum and the maximum wage rate within each grade and the wage differential between the grades. The length of time required to attain the maximum rate of each grade also varied considerably.

Beginning or Hiring Rate

About one out of every five agreements specified either a flat rate for beginners or a differential between the hiring rate and the minimum job rate. The flat rates varied by as much as 20 cents an hour; the differentials could be as much as 10 cents an hour lower than the minimum job rate. Usually, a beginner's wages increased at the rate of 5 cents an hour at 30-day intervals until the minimum job rate was attained. Beginners covered by a few additional agreements received the minimum job classification rate.

Only two agreements specified differentials between the beginner's rate for female and male workers. In one case, the rate was 5 cents an hour lower; in the other, 15 cents.

Premium Pay

Daily and Weekly Overtime

The regularly scheduled hours of work as stated in every agreement analyzed was 8 hours daily and 40 hours weekly. Work in excess of 8 hours was compensated at least by time and a half the regular rate of pay. In some agreements, the overtime penalty rate was increased for work beyond a stipulated number of hours. One-third of these agreements, representing an equal proportion of workers, provided for double the regular rate of pay after 2 to 5 hours but more often after 4 hours of work beyond the regular 8-hour schedule.

A majority of the agreements specifically provided for payment of one and a half times the regular rate for work in excess of 40 hours weekly. 7/ Payment for daily and weekly overtime was not pyramided.

Overtime was generally distributed equally among the workers. In a few instances, however, workers with the greatest seniority were given preference.

Saturday, Sunday, Sixth, and Seventh Day Work

Penalty rates for work on week ends or on other than regularly scheduled days were also common. The rate for work on Saturday was time and a half the regular rate of pay in the 30 agreements with such provisions (table 9). In a few cases, a worker was eligible for the premium payment only for work in excess of 40 hours during the week immediately preceding Saturday. Usually, he received premium pay for work on Saturday regardless of the number of days worked during the week.

7/ The Fair Labor Standards Act requires the payment of at least one and a half times the regular rate for all hours worked in excess of 40 on goods entering interstate commerce.

Table 9.—Premium rates for work on Saturday, Sunday, sixth, and seventh day of workweek in the radio, television, and electronics industry 1/, 1951

Day of workweek	Number of agree-ments	Number of workers	Premium rate			
			Time and a half		Double time	
			Number of agree-ments	Number of workers	Number of agree-ments	Number of workers
Saturday	2/ 30	2/ 58,000	2/ 30	2/ 58,000	-	-
Sunday	3/ 36	3/ 70,200	1	600	3/ 35	3/ 69,600
Sixth day	13	35,700	13	35,700	-	-
Seventh day ...	18	49,800	-	-	18	49,800

1/ Based on 40 agreements covering 79,500 workers.

2/ 3 agreements with 4,200 workers required 40 hours' work during the week to qualify for premium payment.

3/ 1 agreement with 400 workers required 40 hours' work during the week to qualify for premium payment. Another with 3,500 workers required employees to work the 5 days of the regular schedule in addition to work on Saturday to qualify.

Nearly all the agreements analyzed called for double the regular rate of pay for work on Sunday. **Only one agreement covering 600 workers** called for the payment of time and a half for Sunday work. Except for two agreements, under which employees must have worked either 40 or 48 hours during the week to qualify for the Sunday premium payment, workers received the premium regardless of the number of hours or days worked during the preceding week.

Workers whose schedules did not conform to the regular Monday through Friday workweek usually received the extra compensation for work on the sixth or seventh day. For work on the sixth day, the agreements provided for a premium of time and a half; on the seventh day, double the regular rate of pay.

Shift Differentials

Special premiums were paid to most employees for work on other than the regular or day shift (**table 10**). The majority were covered by agreements which provided for one general night shift differential, usually at 10 percent above the regular hourly rate, for work on either the **second** or third shift.

The remaining workers received a higher differential for work on the third shift than for the second. These premiums varied considerably.

Table 10.—Shift differentials in the radio, television,
and electronics industry, 1951

Amount of differential	Number of agreements	Number of workers
Total agreements	40	79,500
With shift differential	38	77,100
General night shift hourly differential	27	58,400
5 cents	2	1,800
10 cents	3	4,800
5 percent	2	3,700
10 percent	<u>1/</u> 20	<u>1/</u> 48,100
Third shift hourly premium higher than second ...	11	18,700
5 cents, 2nd shift; 7 cents, 3rd shift	2	2,400
5 cents, 2nd shift; 10 cents, 3rd shift	3	4,200
7 cents, 2nd shift; 10 cents, 3rd shift	1	1,200
10 cents, 2nd shift; 13 cents, 3rd shift	1	2,300
5 percent, 2nd shift; 8 percent, 3rd shift	1	1,800
7½ percent, 2nd shift; 10 percent, 3rd shift ..	3	6,800
With shift operations but no reference to amount of premium	1	2,000
With no reference to shift operation	1	400

1/ One agreement with 2,200 workers provided that "Employees working night turn will receive an extra compensation of 10 percent of that portion of their earnings on night turn resulting from payment of their guaranteed rate minus 18 cents per hour when the regular quitting time is after 9 o'clock in the evening (9:30 p.m.) and up to and including 9 o'clock (9:00 a.m.) of the following day."

Premium Payments for Leadmen

Certain workers who perform their regularly assigned jobs with a minimum of supervision and who guide other employees in a particular group are known as group leaders or "**leadmen**." Only 12 agreements, covering about one-third of the workers in the study, included provisions pertaining to their rate of pay which was always higher than that of other workers in the group. In the majority of instances, they received a fixed premium based on the rate of the highest paid workers in the group (**table 11**). In a lesser number of cases, the premium was related to the rate of the leadman's own job.

Table 11.—Special premium rates for leadmen in the radio, television, and electronics industry, 1951

Premium rate	Number of agreements	Number of workers
Total agreements	40	79,500
With special rates for lead men	12	26,300
With premium based on highest rate in group	9	18,500
With fixed premium	7	14,600
5 cents an hour	3	1,600
10 cents an hour	<u>1</u> / 2	<u>1</u> / 3,300
15 cents an hour	1	1,600
Two steps above highest job rate in group	1	8,100
With graduated premium	2	3,900
5 percent hourly minimum, 15 percent maximum .	1	2,700
Other	1	1,200
With premium related to lead man's job	3	3,900
With fixed premium	2	1,700
10 cents an hour over top rate of regular job classification	1	400
10 percent an hour above rate of job classification	1	1,300
With graduated premium	1	2,200
5 to 10 percent of base hourly rate, depend- ing on work performed and size of group	1	2,200
With no provision for special rates	28	53,200

1/ In 1 agreement covering 400 workers, this rate was applicable to group leaders; senior leaders received 15 cents. The other agreement, covering 2,900 workers, provided that a leader was to receive 10 cents above his base time rate or 10 cents above the rate of the highest paid individual in his group, whichever was higher.

Call-Back or Emergency Work Premium Pay

Premium rates were paid not only for work in excess of the standard number of hours in the regular shift (overtime premium) but often for work performed outside the established starting and ending time, irrespective of the number of hours worked by the individual employee that particular day.

In this study, 11 agreements guaranteed payment for a minimum number of hours (usually 4) to workers called back after leaving the plant or for emergency work outside of the regular shift (table 12). Generally, payment was at the regular rate; in a few cases, at time and a half or double the regular rate. In a somewhat larger number of agreements, workers were not guaranteed a minimum payment, but received premiums in almost every case at time and a half the regular rate for work before or after their regular shift. In no case did a worker have to work a full shift to qualify for the premium.

Table 12.—Call-back or emergency work premium pay in the radio, television, and electronics industry, 1951

Type of provision	Number of agree-ments	Number of workers	Rate of pay applicable					
			Double the regular rate		1½ times regular rate		Regular rate	
			Number of agree-ments	Number of workers	Number of agree-ments	Number of workers	Number of agree-ments	Number of workers
Total agreements	40	79,500						
With provisions	24	64,600						
With guaranteed payment	11	27,200						
With call-back provision	8	24,200						
2 hours' guaranteed	2	4,400	1	1,200	1	900	1/ 1	3,200
4 hours' guaranteed	6	19,800	1	400			4	18,500
Emergency work outside of plant	3	3,000						
3 hours' guaranteed	1	1,200					1	1,200
4 hours' guaranteed	2	1,800					2	1,800
With no guaranteed payment	13	37,400						
Before or after regular hours <u>2</u> /.	13	37,400	1	8,100	3/ 12	3/ 29,300		
With no provision	16	14,900						

1/ Employees were also paid travel time.

2/ All of these agreements also provided for overtime payment for work in excess of the regular shift.

3/ One agreement with 400 workers guaranteed a minimum of 4 hours' pay at the regular rate to service and maintenance workers.

Other Types of Payments

Call-In or Report Pay

If a worker reported for work or was directed to report and found no work available, with few exceptions, he was guaranteed a minimum of 4 hours' pay (table 13).

Table 13.—Guaranteed call-in (report) pay
provisions in the radio, television,
and electronics industry, 1951

Guaranteed work or pay	Number of agreements	Number of workers
Total agreements	40	79,500
With work or pay guarantee	38	75,900
8 hours' pay	1	1,800
4 hours' pay	<u>1/</u> 31	<u>1/</u> 60,000
3 hours' pay	5	12,000
2 hours' pay	1	2,100
No work or pay guarantee	2	3,600

1/ In 5 agreements, covering 15,000 workers, employees were paid for full shift for more than 4 hours' work. Another agreement, with 700 workers, guaranteed the 4 hours' pay if some work was performed; 2 hours if no work was available.

In one agreement, the worker was guaranteed a full day's pay of 8 hours. In a considerable number of these agreements, he was also guaranteed a full day's pay if he worked more than 4 hours.

"An employee (a) reporting for work in the absence of notice not to report, or (b) an employee reporting for work who has been called in for an emergency, shall be guaranteed a minimum of four (4) hours' base rate pay or hourly wage rate. An employee (c) who works more than four (4) hours of his established shift in the absence of notice not to work, shall be guaranteed the base rate pay for the regularly scheduled number of hours in his established shift or eight (8) hours whichever is the lesser."

Dismissal Pay

Only three agreements provided for dismissal pay. In one case, workers with less than 5 years' service received 3 days' pay; those with

5 years' service, 5 days' pay; and those with more than 5 years' service, an additional day's pay for each added year. In another, workers with 2 to 5 years' service received 5 days' pay (exclusive of overtime); 5 or more, 10 days' pay. In the third instance, workers received 1 week's pay for each year of service up to 10 years, with additional payment up to and including 14 years, totaling 21 weeks. After 15 years' service, they received 3 weeks' additional pay for each year of service.

Other Related Payments

A considerable number of workers were also compensated for non-productive time such as rest periods, clean-up time, time lost because of jury duty, or other causes. As shown in table 14, the most commonly granted payment was for rest periods. A majority of these workers were granted 10-minute rest periods morning and afternoon.

About one out of four of the workers was paid for clean-up time ranging from 2 to 12 minutes daily.

Table 14.—Special types of payments in the radio, television, and electronics industry 1/, 1951

Type of payment	Number of agreements	Number of workers	Most common provision		
			Number of agreements	Number of workers	Provision
Rest periods	22	47,700	18	42,000	10 minutes each morning and afternoon
Clean-up time (personal or work station)	10	20,500	5	7,700	10 minutes daily
Jury duty	7	19,000	7	19,000	Difference between jury duty pay and normal earnings
Injury on the job	6	14,200	6	14,200	Payment for remainder of day at regular rate if sent home.
Death in immediate family	2	5,200	2	5,200	3 days
Dismissal pay	3	13,000	3	13,000	(<u>2/</u>)

1/ Not additive. Based on a study of 40 agreements covering 79,500 workers.

2/ Termination allowance varied in each agreement. Payments ranged from 3 days for less than 5 years' service to 21 weeks after 14 years, plus 3 weeks' additional pay for each year of service.

Wage Adjustment During Life of Agreement

Three-fourths of the workers in the study were covered by agreements providing for automatic wage increases or the reopening of the agreement for wage adjustments (table 15).

Table 15.—Wage adjustment provisions in the radio, television, and electronics industry, 1951

Wage adjustment provisions	Number of agreements	Number of workers
Total agreements	40	79,500
With provision for wage adjustments	28	61,600
With permissive wage reopening	16	28,600
At or after specified time	14	26,700
In event of change in cost-of-living	2	1,900
With automatic wage adjustment	8	16,200
Cost-of-living escalator clause plus deferred wage increase	4	5,600
Deferred wage increase	4	10,600
With combination automatic and permissive	4	16,800
Cost-of-living escalator clause and de- ferred wage increase plus permissive wage reopening after specified period	1	1,500
Cost-of-living escalator clause plus permissive wage reopening at specified time	1	8,100
Deferred automatic wage increase plus permissive wage reopening at or after specified time	2	7,200
With no provision for wage adjustments	12	17,900

Under the terms of 6 agreements, wages were adjusted automatically on the basis of changes in the Bureau of Labor Statistics' Consumers' Price Index. Three of the agreements followed the 1950 General Motors pattern under which wage rates are adjusted 1 cent an hour for each 1.14 point change in the CPI. One agreement adjusted wages on the same basis but only once during the life of the agreement. Two agreements revised wages according to the CPI but limited the amount of the increase.

"..... Also at the start of the second year of this agreement, the Bureau of Labor Statistics, U. S. Department of Labor, National Cost of Living Index for the contract year (September 1, 1950 - August 31, 1951)

shall be examined and for each three (3) point net increase in said index during that year, the regular base rates of pay as previously increased shall be increased one (1) cent per hour for the second year of this agreement; provided, however, such cost of living increase shall not in any event exceed a total of two (2) cents per hour for said second year of this agreement. It is understood that the floor on wages for purposes of computing the cost of living increase are the base rates at the start of the second year of this agreement which include all of the aforementioned hourly wage increases."

Eleven agreements, covering almost a third of the workers in the study, provided for automatic deferred wage or "annual improvement" increases, which generally amounted to 4 cents annually, but which ranged from $3\frac{1}{2}$ to 6 cents an hour. In one agreement, workers were given a 2-cent increase 6 months after the effective date of the agreement and a 4-cent increase at the end of the following 6 months. Five agreements also had automatic cost-of-living adjustment clauses.

In addition to the automatic wage adjustment clauses, a few agreements covering one out of every five workers also allowed permissive wage reopenings.

Automatic wage adjustment provisions were generally effective in agreements of 2 or more years' duration, whereas permissive wage reopening clauses usually were found in agreements of less than 2 years' duration.

FRINGE BENEFITS

Paid Vacations

Vacations with pay, or, in a few instances, payment in lieu of vacations, were granted to every worker in the study. The duration of the vacation period was, with one exception, contingent upon length of service (table 16). This one agreement provided for a uniform vacation plan under which every worker received a week's vacation with pay after completion of 1 year's service.

A majority of the workers were entitled to a maximum of 3 weeks' vacation with pay, after having worked for periods ranging from $7\frac{1}{2}$ to 20 years (usually 10 years).

Table 16.—Paid vacation plans: Maximum vacation period and service requirements in the radio, television, and electronics industry, 1951

Maximum vacation period and service requirements	Number of agreements	Number of workers
Total agreements	40	79,500
Agreements with graduated plans	37	75,700
2 weeks after 1 year	1	400
2 weeks after 2 years	1	300
2 weeks after 3 years	6	12,800
2 weeks after 5 years	6	11,100
2 weeks after 10 years	1	400
3 weeks after 7½ years	1	400
3 weeks after 10 years	7	21,700
3 weeks after 12 years	1	700
3 weeks after 15 years	6	11,600
3 weeks after 20 years	5	13,600
4 weeks after 25 years	2	2,700
Agreements with uniform plans	1	700
1 week after 1 year	1/ 1	1/ 700
Other	2/ 2	2/ 3,100

1/ In addition to the vacation, each employee on the active payroll at vacation time was entitled annually to an additional half-day off, with pay, for each month of perfect attendance during the 12 months immediately preceding the vacation period.

2/ One agreement with more than 2,700 workers granted vacation pay in lieu of vacation. Maximum payment for 3 weeks was attained after 15 or more years' seniority. In another agreement with 400 workers, no mention was made of the length of vacation. Payment, however, was made on a graduated scale. All employees with 1 to 5 years' service received a designated cash payment (presumably the equivalent of an average week's earnings); 5 to 10 years' service, one and a half times the initial sum; and for more than 10 years' service, double the sum. Female employees received \$10 less in all three categories.

Eligibility Requirements for Vacation

To be eligible for full vacation benefits, a worker had to be employed for a specified length of time. These periods ranged from 40 working days during the 3 months immediately preceding the vacation to 1 year. Certain absences such as compensable injuries, serious illness, or lay-off because of lack of work counted as time worked in meeting the necessary work requirements in agreements covering about one out of every five workers.

"No employee shall be eligible for vacation who during the twelve months preceding the vacation period (or during the first year of his service in the case of employees who have not completed a year of service

when the vacation period begins) has lost more days than are equivalent to 13 weeks from work for any reason other than compensable industrial injury or lay-off for lack of work."

On the other hand, in one of every four agreements covering a similar number of workers, the vacation allowance was reduced if certain minimum work requirements had not been met or the absences exceeded the maximum number allowable.

"If, however, such employees have failed to work thirty-nine (39) weeks in the aggregate, but have actually been at work for the company at least nineteen (19) weeks, in the aggregate, during such preceding period, they shall receive one week's pay at their straight time hourly rate as of July 29, 1951, for the regular workweek hours as defined in Section 3 of this article."

Vacation Pay to Separated Employees

Accrued vacation pay was commonly granted to workers laid off through no fault of their own, and in a few cases to those entering the military service.

"Any employee who has once qualified for a 'vacation' and who is thereafter laid off due to lack of work shall be entitled to a 'vacation payment' for that portion of the year during which he was employed, at the percentage rate applicable as of the date of such lay-off or leave of absence, as herein provided"

Computation of Vacation Pay

Compensation was generally based on 40 hours' pay at the regular rate of pay for each vacation week to which a worker was entitled, or on the average pay for a workweek during a designated period. A considerable number received a percentage of their annual earnings which, with one exception, included overtime payments. The percentages ranged from 2 percent (usually the equivalent of 1 week's pay) for 1 week's vacation, to 4 percent for 2 weeks' vacation and 6 percent for 3 weeks' vacation.

"All employees on the payroll as of May 31 of each year with less than five (5) years' seniority shall receive one (1) week's vacation with pay computed at 2 percent of employee's total earnings for the fiscal year ending May 31. All employees on the payroll as of May 31 of each year with over five (5) years' and less than ten (10) years' seniority shall receive two (2) weeks' vacation with pay

computed at 4 percent of employee's total earnings for the fiscal year ending May 31. All employees on the payroll as of May 31 of each year with ten (10) years' seniority or more shall receive three (3) weeks' vacation with pay computed at 6 percent of employee's total earnings for the fiscal year ending May 31."

Holidays

Paid Holidays Observed

Every worker in the study received at least six paid holidays, more than half received seven, and a few received eight. The most common holidays were New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. The seventh holiday was usually Washington's Birthday.

Eligibility for Holiday Pay

To be eligible for holiday pay, about half the workers had to meet service requirements ranging from 30 days (for the majority) to 6 months.

Most workers also had to meet minimum work requirements. Usually, the employee had to report for work the day before and the day after a holiday, or in some instances, some time during the holiday week. A few agreements allowed wider latitude; employees who performed work within the 15 days preceding or 15 days following a holiday were eligible for the holiday pay.

Absences such as those occasioned by death in the immediate family, service as a juror, or visits to the draft board, were usually excused and did not deprive the worker of holiday pay.

Pay for Work on Holidays

All workers in the study received special premium payments for holiday work (table 17).

Table 17.—Premium payment for work on paid holidays in the radio, television, and electronics industry, 1951

Premium payment	Number of agreements	Number of workers
Total agreements	40	79,500
Time and a half 1/	1	700
Double time (regular rate plus holiday pay)	18	39,500
Double time 1/	13	23,900
Double time and a half (time and a half regular rate plus holiday pay)	4	13,000
Double time and a half 1/	2	1,700
Triple time (double the regular rate plus holiday pay)	2	700

1/ There was no indication of this rate being in addition to or in lieu of, holiday pay.

With one exception, the premium was at least double the regular rate of pay, that is, 8 hours' pay plus straight-time pay for the hours worked. In many cases, it was not clear whether the payment of double time was in addition to or in lieu of holiday pay.

"All work done on any of the following holidays shall be paid for at double (2) the regular rates for the shift worked."

Holidays Falling on Off-Work Days

Holidays falling on Sunday were observed on Monday in agreements representing a fourth of the workers in the study. A few others called for the celebration of a Sunday holiday on the day observed by the Federal or State governments.

Two of every five workers received the benefit of an added day with pay or an extra day's pay for holidays occurring within their vacation period.

Several agreements also provided for holiday pay to employees laid off or recalled during the holiday week.

"Eligible employees who are laid off due to a reduction of force (terminated) prior to a holiday shall be paid for such holiday, provided they work the last scheduled work day, and further, provided such work day occurs during the same calendar week in which the holiday occurs. Employees on lay-off (terminated) who may be recalled and who work subsequent to the holiday, shall receive holiday pay for such holiday provided they complete

such first regular scheduled day of work in the same calendar week in which the holiday occurs.

"Eligible employees who are temporarily laid off prior to a holiday shall be paid for the holiday, provided they work the last scheduled work day prior to the holiday, either of which must fall during the same calendar week in which the holiday occurs."

Paid Sick Leave

Payment for absences caused by illness was rare in the industry. Only 5 agreements covering 1 of every 10 employees in the study granted payment for time so lost. Workers had to be employed for periods ranging from 30 days to 2 years before paid sick leave was granted. Under terms of two agreements, a maximum of 1 week's pay was granted annually to employees on sick leave, after a waiting period of 2 days. Two other agreements provided for a maximum of 2 weeks' pay with no stipulation as to length of waiting period. The fifth provided for payment of the difference between the amount received under the Workmen's Compensation Law and the amount to which the employee would have been entitled during the period of his disability, computed on the basis of a 40-hour week at his regular rate of pay. If, however, the disability was for a period of less than 8 days, the employee was paid for the full period of disability.

Health, Insurance, and Pension Plans

Notable progress has been made in recent years in establishing and expanding health, insurance, and pension plans under collective bargaining in the industry. Twenty-five of the 40 agreements analyzed, covering nearly 56,000 workers (about 70 percent of the workers in the study), provided for health and insurance programs, with 9 including retirement plans also (table 18).

Under the health and insurance plans, almost all workers were covered by life insurance, accident and sickness, hospitalization, and surgical benefits. Accidental death and dismemberment insurance and medical benefits were less frequently provided. The plans were financed solely by the employers under 15 agreements, covering 3 of every 5 workers with health and insurance benefits. Both employer and employee contributed to the program under seven agreements accounting for about a third of the workers. Information on the method of financing the plans was not available in the remaining three contracts.

The 9 agreements which included pension plans covered about 28 percent of the workers in the study. Five of these agreements specified that pensions were to be paid for entirely by the employer; two that the employer and the employees were to share the cost; and two covering a small number of workers did not specify financial arrangements.

Table 18.—Health, insurance, and pension plans in the radio, television, and electronics industry, 1951

Benefits	Number of agreements	Number of workers
Total agreements	40	79,500
Agreements with benefit plans	25	55,900
Health and insurance	<u>1/</u> 25	<u>1/</u> 55,900
Life insurance	20	50,700
Accidental death and dismemberment	7	19,400
Accident and sickness	20	53,300
Hospitalization	22	53,900
Surgical	22	53,900
Medical	10	16,100
Pension	9	22,600
Agreements with no benefit plans	15	23,600

1/ Figures are not additive because all workers were covered by more than one benefit. Information was not available on individual health and insurance benefits under three agreements.

ADJUSTMENT OF DISPUTES

The desire of the parties to maintain peaceful industrial relations was emphasized by the inclusion, in every agreement analyzed, of specific machinery for the handling of disputes arising from interpretation or application of agreement provisions. In some cases, the machinery was also applicable to such issues as working conditions, improper classification of jobs, or intraplant inequities.

Grievance Procedure

The aggrieved worker could carry his complaint through a series of appeals. Most agreements provided for more than a 2-step appeal procedure (table 19).

Table 19.—Number of steps in grievance procedure in the radio, television, and electronics industry, 1951

Number of steps	Number of agreements	Number of workers
Total agreements	40	79,500
1 step	1	700
2 steps	5	3,800
3 steps	17	39,700
4 steps	11	16,800
5 steps	6	18,500

Initially, the employee or his union representative, or both, and the foreman participated in the discussions of the problem (table 20).

Table 20.—Participants in initial step in grievance procedure in the radio, television, and electronics industry, 1951

Participants	Number of agreements	Number of workers
Total agreements	40	79,500
Employee and foreman 1/	13	24,200
Employee, union representative, and foreman	5	7,500
Employee or union representative and foreman	4	12,600
Union representative and foreman 2/	18	35,200

1/ The presence of a union representative was usually optional.

2/ 10 agreements with 20,700 workers provided that the presence of the employee was optional.

Under terms of some of the agreements, however, disputes over such issues as dismissals, new wage rates, or union security usually bypassed the first step or two of the procedure.

At the final step prior to arbitration, almost half of the agreements covering about a third of the workers in the study called for the settlement of grievances by local union representatives and company officials, in some cases with the option of participation by international union representatives (table 21). Approximately a fourth of the agreements covering a somewhat smaller proportion of workers called for action by international union representatives and top plant or company officials. In some instances, disputes at the final stage of the procedure were handled by joint labor-management boards consisting of an equal number of representatives of management and labor. Three agreements provided for permanent joint boards and two, for temporary joint boards.

Table 21.—Participants in final step of grievance procedure in the radio, television, and electronics industry, 1951

Participants	Number of agreements	Number of workers
Total agreements	40	79,500
Agreements naming participants in procedure	39	78,700
Local union level and company officials	1/ 18	1/ 25,000
International union representative (with or without local union representative) and top plant or company officials	9	22,500
Joint labor-management board (permanent)	3	10,000
Joint labor-management board (temporary)	2	2,100
Other 2/	7	19,100
Agreement with only one step in procedure	1	800

1/ 3 agreements with about 8,600 workers provided for optional participation by representatives of the international union.

2/ Union representative and company officials, but no indication whether union representative was at local or international level.

A written notice of the complaint generally had to be filed at some stage of the grievance procedure, but most frequently before the second step.

The grievance appeal usually had to be filed within a specified period ranging from less than 1 week to 60 days after its occurrence in one of every four agreements representing a third of the workers. In a few instances, the time limitation varied with the type of complaint. For example, workers at one plant had to present dismissal grievances within 7 days, wage grievances within 60 days, and other types of grievances within 30 days. At another plant, wage grievances had to be filed within 30 days, and other grievances within 5 days. A number of agreements merely stated that the grievance was to be disposed of without unnecessary delay.

Plant union representatives were permitted time off, usually with pay, to investigate and present grievances under terms of a majority of the agreements. A third of the agreements, covering 33 percent of the workers, provided for compensation for all time so spent during working hours; another third, with 45 percent of the workers, specified part-time payment; the remaining agreements did not state clearly whether pay was allowed for time spent in handling grievances. In some cases, a limitation was placed on the number of representatives who could be allowed to take such time off.

Arbitration

Failure by the union and management to resolve disputes by their own efforts under the established grievance machinery was followed in almost every instance by resort to arbitration (table 22). In all but two agreements, which permitted arbitration only by mutual consent, it could be invoked by either party.

Table 22.—Arbitration machinery in the radio, television,
and electronics industry, 1951

	Number of agreements	Number of workers
Total agreements	40	79,500
With arbitration	37	76,500
Temporary single arbitrator ...	15	42,000
Temporary board, temporary impartial chairman	15	22,000
Temporary single arbitrator or arbitration board (at parties option)	2	2,600
Permanent single arbitrator ...	3	6,100
Permanent impartial chairman, temporary board	1	2,900
Not indicated	1	900
No provision for arbitration	3	3,000

Frequently, the arbitrator's jurisdiction was broadened to include disagreements over individual wage rates. In some agreements, arbitration included workloads or production standards and, in a few, general wage adjustments. By contrast, some agreements stipulated that such issues were nonarbitrable.

A single arbitrator was designated to handle disputes in about half the agreements covering three of every five workers; a tripartite board, in about two-fifths of the agreements representing about **one of every three workers**.

Usually, both the arbitrator and the arbitration boards were appointed on a temporary (ad hoc) basis to settle disputes as the need for arbitration occurred. Four agreements called for permanent impartial arbitrators to act on disputes occurring during the term of the contract. The majority of agreements provided for participation of an outside agency in the selection of the impartial chairman. Under agreements representing about a third of the workers, the outside agency was called upon immediately, and under those representing about half the workers, only after the parties have failed to agree upon an arbitrator. The agencies most frequently designated were the American Arbitration Association (14 agreements), the Federal Mediation and Conciliation Service, and a State or local agency (8 agreements each).

Expenses incidental to arbitration were generally shared by both parties.

Conciliation and Mediation

Resort to conciliation or mediation as a means of settling disputes was infrequent. Only three agreements covering a small percentage of the workers permitted conciliation or mediation, which may be resorted to if the regular grievance procedure proved to be ineffective. One agreement provided for this action to be taken only if the union and the company mutually could not agree to refer the dispute to arbitration by an impartial umpire or board. The other two agreements did not provide for arbitration. In each case, the Federal Mediation and Conciliation Service could be requested to mediate.

Work Stoppages

The final authority to call a strike was rarely vested in a local union. The constitutions of most of the international unions whose locals had negotiated agreements in the industry prohibited the calling of a strike until the international president or his representative had made an effort to adjust the dispute. In the event of failure, the international executive board or council could authorize the calling of a strike. Some of the constitutions, however, empowered the president, in cases of extreme emergency, to so act pending the approval of the executive board.

Practically all the agreements in the study banned strikes and lock-outs for the duration of the contract. In about a third, the ban was unqualified but in the others it could be waived (table 23).

Table 23.—Strike and lock-out provisions in the radio, television, and electronics industry, 1951

Type of provision	Number of agreements	Number of workers
Agreements with provisions	<u>1</u> / 38	<u>1</u> / 76,100
Ban on strikes and lock-outs, without qualification	12	17,200
No stoppage until grievance procedure has been exhausted	9	22,800
No stoppage unless either party refused to submit dispute to arbitration	1	8,100
No stoppage unless either party refused to abide by the arbitration award	11	33,500
No stoppage unless wage reopening deadlock occurred	9	25,600
No stoppage except over nonarbitrable issues	2	4,000
No stoppage unless either party violated contract	2	2,800
Agreements with no provisions	2	3,400

1/ Not additive.

Most frequently a work stoppage could be resorted to if either party failed to abide by the arbitrator's award or, in many cases, after the grievance procedure had been exhausted. However, three of the latter agreements did not provide for arbitration, and one provided for arbitration only by mutual consent. Some agreements permitted work stoppages only in case of a wage-reopening deadlock.

In some instances, strikes could be resorted to for a number of reasons. For example, strikes could be called under terms of agreements with three companies after the grievance machinery had been exhausted, if either party refused to abide by the arbitration award, or in the event of a wage reopening-deadlock.

Under terms of agreements representing slightly more than a fourth of the workers in the study, the union was absolved from liability in case of an unauthorized strike provided, generally, that it took the necessary action to end the work stoppage. A few agreements specifically stated that neither the company nor the union would sue over any labor matter.