

# Labor-Management Contract Provisions 1953

Prevalence and Characteristics of  
Selected Collective-Bargaining Clauses

Bulletin No. 1166

UNITED STATES DEPARTMENT OF LABOR

James P. Mitchell, *Secretary*

BUREAU OF LABOR STATISTICS

Ewan Clague, *Commissioner*





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Holiday Provisions  
Paid Time for Washup, Cleanup, and  
Clothes Change  
Paid Rest Periods

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

From the Monthly Labor Review of the Bureau of Labor Statistics,  
September 1953, and February, April, and May 1954 issues.

## Letter of Transmittal

UNITED STATES DEPARTMENT OF LABOR,  
BUREAU OF LABOR STATISTICS,  
*Washington, D. C., May 6, 1954.*

The SECRETARY OF LABOR:

I have the honor to transmit herewith a report on the prevalence and characteristics of certain types of provisions contained in collective-bargaining agreements. The report is divided into four sections—each dealing with a particular field covered in collective bargaining: Premium Pay for Weekend Work; Holiday Provisions in Union Agreements; Paid Time for Washup, Cleanup, and Clothes Change; and Paid Rest Periods.

These studies were based upon analysis of a representative sample of over 1,600 collective bargaining agreements selected from the Bureau's file of contracts.

This report was prepared by members of the staff of the Division of Wages and Industrial Relations.

EWAN CLAGUE, *Commissioner.*

HON. JAMES P. MITCHELL  
*Secretary of Labor.*

## Preface

The Bureau of Labor Statistics has for many years made studies of labor-management problems and practices. Maintenance of an extensive file of current union agreements, selected to represent the various industries and unions in all parts of the country, is a regular part of the Bureau's activities in this area. Employers, unions, and many Government agencies call upon the Bureau for information and analyses based on these basic industrial relations documents. To assist in the distribution of agreement information and to provide data relating to labor practices established through collective bargaining, the Bureau prepares studies of contract provisions based on a significant number of agreements selected from the file. Most contract provisions of general interest are covered in this manner over a period of several years. These studies, which generally appear first in the Monthly Labor Review, are gathered together periodically in bulletins in recognition of their wide use in labor-management relations.

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# Premium Pay for Weekend Work, 1952

An Analysis of Collective Bargaining Practices for Payment of Extra Compensation for Work on Saturday and Sunday or on the Sixth and Seventh Days of the Workweek

JOSEPH W. BLOCH AND WILLIAM PASCHELL\*

RECOGNITION of Saturdays and Sundays as holidays finds expression in collective bargaining agreements as a provision for the payment of a substantial premium for all work performed on Saturday and Sunday or on the sixth and seventh day of the workweek, or as a provision for more liberal practices than are legally required for overtime work in order to take account of the special nature of weekend work. The desire to limit the workweek to 5 days, which is a related practice, may also be expressed in agreements as an outright restriction on any work beyond the normal 5-day week. An analysis of 1,674 agreements in effect during 1952, which covered 5,734,000 workers,<sup>1</sup> revealed that specific reference to Saturday work and provision for premium pay were incorporated in almost half of the agreements. Over two-thirds of the agreements provided premium pay for Sunday work. Many additional agreements established as premium days the sixth and seventh day rather than Saturday and Sunday by identification, while others made such provision only for workers on off-standard schedules in which Saturday and Sunday were regular workdays.

Premium rates typically specified were time and one-half for Saturday or sixth-day work and double time for Sunday or seventh-day work. The magnitude of these premiums as compared, for example, with shift differentials<sup>2</sup> indicates that they were designed not only as a reward to employees for work on days normally considered as rest days, but as a deterrent to employers in scheduling work

on these days. In these respects, premium pay for weekend work and premium pay for overtime have much in common.

Legal requirements and contract provisions relating to the payment of premium rates for overtime work generally establish Saturday and Sunday, or the sixth and seventh day, in effect, as premium days for the regularly employed worker on a normal work schedule. The Fair Labor Standards Act requires the payment of time and one-half for hours in excess of 40 a week to covered workers, without reference to the day on which the overtime hours are worked. Since an 8-hour day, 5-day week (Monday through Friday) is the most typical work schedule, weekend work would be on a premium basis for workers who had lost no time during the week. This would also be true when union agreements provide for weekly overtime in establishments not covered by the act or for a workweek of less than 40 hours.

Union agreements providing premium rates for Saturday or Sunday, or the sixth or seventh day, however, modify or liberalize legal and contract overtime requirements in one or more of the following ways: (1) By requiring the payment of premium rates for all work on these days regardless of the amount of time put in by the individual

\*Of the Bureau's Division of Wages and Industrial Relations.

<sup>1</sup> The agreements in the study were selected from the Bureau's current file of union contracts on the basis of industry, union, and regional representation. Agreements for the airline and railroad industries (except for Railway Express Agency) are not collected by the Bureau.

<sup>2</sup> See Shift Operations and Differentials in Union Contracts, 1952, Monthly Labor Review, November 1952 (p. 495).

employee during the week; (2) by requiring some work, but less than full time, during the week to qualify the worker for premium rates; (3) by recognizing holidays and certain excused absences during the week as time worked for the purpose of qualifying for weekend premiums; and (4) by requiring the payment of premium rates in excess of time and one-half. The pyramiding of premium rates for weekend work on top of weekly overtime premiums is generally prohibited.

In terms of expenditures by employers and income to workers, the impact of providing premium pay for weekend work varies substantially among establishments. Where weekend work is rare, the presence or absence of an agreement provision relating to such work is of relatively little significance. On the other hand, where 6- or 7-day operations must be maintained the obligation to pay premium rates for weekend work is of considerable consequence to employers and to the workers involved. Between these extremes are a wide variety of conditions which may lend impor-

tance to premium pay provisions at particular periods of the year or under circumstances which are not typical of the regular operations of an establishment.

Collective bargaining on premium pay for weekend work ordinarily attracts less public attention than many other issues, particularly when continuous operations are not involved. This issue, however, came into widespread prominence in the steel dispute of 1952. The CIO Steelworkers had requested, among other demands, the institution of time and one-half for Saturday work and double time for Sunday work (premium pay for the sixth and seventh day was already provided by the agreements). Since the entire steel dispute was referred to the Wage Stabilization Board for hearings and recommendations, company and union arguments on this issue were publicly developed in considerable detail. In brief, the steel companies emphasized the amount of work performed on Saturday and Sunday on a continuous-process basis and the cost of providing premium pay for

TABLE 1.—Premium pay provisions for weekend work in collective bargaining agreements, 1952

Industry group	Number studied		Percent covered by provisions for premium pay on—							
			Saturday		Sunday		Sixth day		Seventh day	
	Agreements	Workers (in thousands)	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries.....	1,674	5,734.0	47.7	38.5	69.8	63.6	23.8	36.6	29.0	40.5
<i>Manufacturing</i> .....	1,189	3,784.1	57.9	48.4	75.8	70.6	28.1	39.4	35.1	46.3
Food and kindred products.....	121	313.9	31.4	34.5	71.1	90.1	9.9	4.9	28.1	13.4
Tobacco.....	14	34.8	42.9	17.4	78.6	82.3	21.4	7.9	21.4	7.9
Textile mill products.....	131	227.0	57.3	68.6	57.2	64.5	49.6	46.7	51.9	51.1
Apparel and other finished textile products.....	57	373.3	31.6	16.3	12.3	1.2	3.5	.3	7.0	6.5
Lumber and timber basic products.....	32	23.3	34.4	57.2	62.5	77.3	15.6	20.9	15.6	10.1
Furniture and finished wood products.....	35	62.4	74.3	88.6	77.2	89.7	31.4	21.4	48.6	27.7
Paper and allied products.....	57	88.5	38.6	18.7	91.2	96.6	8.8	3.1	7.0	3.1
Printing and publishing.....	57	50.3	52.6	58.4	70.2	84.8	19.3	13.7	14.0	2.0
Chemicals and allied products.....	55	74.8	49.1	49.7	58.2	57.1	45.5	42.0	63.6	60.8
Petroleum and coal products.....	20	64.7	15.0	18.6	30.0	36.1	15.0	17.7	35.0	36.0
Rubber products.....	24	128.0	33.3	8.4	83.3	96.8	33.3	6.2	16.7	2.6
Leather and leather products.....	28	52.6	46.4	28.9	57.2	31.3	17.9	17.0	32.1	21.4
Stone, clay, and glass products.....	49	82.4	24.5	40.8	71.4	86.6	24.5	15.9	36.7	47.7
Primary metal industries.....	56	443.2	55.4	8.6	75.0	14.6	39.3	87.6	42.9	88.6
Fabricated metal products.....	86	120.0	86.1	85.7	87.2	72.6	20.9	30.5	22.1	34.4
Machinery (except electrical).....	134	293.3	82.1	68.6	91.1	97.0	35.8	53.5	43.3	54.1
Electrical machinery.....	68	326.8	79.4	83.3	91.2	95.2	39.7	38.8	45.6	58.6
Transportation equipment.....	95	947.8	80.0	63.7	93.7	97.5	32.6	56.6	44.2	64.2
Instruments and related products.....	22	36.7	68.2	81.2	90.9	83.8	27.3	19.9	45.5	39.3
Miscellaneous.....	48	40.3	81.3	80.3	83.4	71.2	31.3	29.3	35.4	34.7
<i>Nonmanufacturing</i> .....	485	1,949.9	22.7	19.4	60.2	49.8	15.2	31.2	14.2	29.3
Mining, crude petroleum, and natural gas production.....	28	400.9	17.9	.6	39.3	17.0	10.7	96.1	14.3	96.2
Transportation <sup>1</sup> .....	100	335.9	26.0	28.6	50.0	40.0	9.0	14.6	15.0	14.2
Communications.....	57	432.7	5.3	10.3	86.0	88.9	12.3	12.6	6.3	6.9
Utilities—electric and gas.....	41	120.2	7.3	12.3	53.7	42.3	34.1	30.3	46.3	34.6
Wholesale trade.....	35	33.8	34.3	35.5	80.0	54.2	5.7	1.7	11.4	3.3
Retail trade.....	81	116.1	6.2	5.1	65.4	56.4	19.8	29.2	11.1	15.7
Hotels and restaurants.....	20	94.7	5.0	(2)	5.0	(2)	25.0	28.4	40.0	28.9
Services.....	66	108.8	27.3	17.0	51.5	33.1	9.1	13.6	7.6	12.6
Construction.....	45	297.4	82.2	62.0	88.9	71.6	4.4	2.2	4.4	2.2
Miscellaneous.....	12	9.4			33.4	2.7				

<sup>1</sup> Excludes railroad (except for Railway Express Agency) and airline industries.

<sup>2</sup> Less than 0.1 of 1 percent.

such work. The union maintained that the amount of weekend work and costs could be reduced to a minimum by rescheduling operations and pointed to the existence of equivalent premium pay practices in other continuous-process industries. The WSB, with an especially strong dissent from employer members on this issue, recommended the payment of time and one-quarter for Sunday work, but made no recommendations for Saturday work. The agreements subsequently negotiated throughout the industry, however, made no change in premium pay provisions, i. e., premium rates continued to be paid for sixth and seventh day but not for Saturday and Sunday work as such.

### Saturday and Sunday Premium Pay

Specific reference to Saturday work and provisions for premium pay were found in about 48 percent of the 1,674 agreements studied (table 1). The practice was more common in manufacturing than in nonmanufacturing where 6- or 7-day operations are more generally maintained. Agreements simply providing for premium overtime pay for work in excess of the basic workweek, without reference to Saturday work as such, were excluded from these tabulations, since a strict interpretation of such provisions strips Saturday work of special significance other than that which accrues to any overtime work.<sup>3</sup>

One-sixth of the agreements which provided premium pay for Saturday work hedged the provision with certain restrictions in the form of minimum work requirements (table 2). That is, instead of providing premium rates for all Saturday work regardless of the time worked during the week—which the study showed to be the predominant practice—these agreements required that each employee work a certain number of days or hours during the week in order to be eligible for premium pay on Saturday. These minimum work requirements ranged up to 40 hours. Evidence that even under such restrictions Saturday work received special consideration was found in supplementary clauses providing that, for the purpose of Saturday pay eligibility, time lost during the week for specific reasons would count as time worked. Among these excused absences were those due to holidays, injury or illness incurred at work, jury duty, official union business, death in the family, and voting. None

of these absences need to be taken into account under overtime pay requirements of the Fair Labor Standards Act.

A more common restriction on the application of premium pay provisions for Saturday work was the exemption of employees who were regularly required to work on Saturdays and Sundays. Approximately a third of the agreements with Saturday provisions excluded workers on continuous-process or 7-day operations, or certain occupational groups such as guards, watchmen, and powerhouse workers, for whom Saturday or Sunday would be a regular workday (table 3). Union agreements generally do not describe the nature of plant operations; hence, for those agreements which did *not* exempt continuous-process or 7-day operations or specific workers, it was not possible to determine what proportion covered some workers regularly scheduled to work on Saturday or Sunday.

The vast majority of the agreements with Saturday pay provisions specified a premium rate of time and one-half (table 2). The rest were about evenly divided between the payment of double time and other arrangements; the latter included a combination of time and one-half and double time (depending upon the number of hours worked on Saturday) and the establishment of a fixed hourly wage for Saturday work.

Wide differences appear among industry groups in the prevalence of Saturday pay provisions and in the restrictions placed upon the application of these provisions (tables 1 and 2). In part, these differences are accounted for by a preference in some industries for handling weekend pay premiums on the basis of the sixth and seventh day of work rather than Saturday and Sunday as such. Although the incidence of Saturday work varies among industries, this factor alone is not adequate to explain the remaining differences. The explanation, indeed, is not found in the

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<sup>3</sup> In such situations, it may be actual plant practice to pay premium rates to all employees called to work on Saturday or other premium days, without requiring that each employee qualify for overtime pay by having worked the full basic week. Where weekend work is infrequent and where the number of workers who may have failed to fulfill requirements for overtime pay is small, such a practice may be adopted voluntarily both for morale purposes and for administrative convenience. In this connection, it is essential to bear in mind that a study of agreement provisions cannot take into account industrial relations practices which may be determined by unwritten rules developed through a long bargaining history or by an informal liberalization of precise agreement terms.

TABLE 2.—Premium rates for work on Saturday and Sunday in collective bargaining agreements, 1952

Industry group	Number with premium pay provision		Number with specified minimum work requirements		Premium rate paid					
	Agreements	Workers (in thousands)	Agreements	Workers (in thousands)	Time and one-half		Double time		Other	
					Agreements	Workers (in thousands)	Agreements	Workers (in thousands)	Agreements	Workers (in thousands)
<b>SATURDAY WORK</b>										
All industries.....	708	2,209.9	134	433.5	692	1,880.5	51	230.5	155	98.9
<i>Manufacturing</i> .....	688	1,850.9	124	421.0	686	1,685.5	21	89.5	41	55.9
Food and kindred products.....	38	108.3	14	14.5	38	108.3				
Tobacco.....	6	6.1			4	2.9			2	3.2
Textile mill products.....	11	155.6	19	38.5	75	155.6				
Apparel and other finished textile products.....	18	57.2	6	5.0	18	57.2				
Lumber and timber basic products.....	11	13.4	3	2.6	8	11.2		1.1	1	1.1
Furniture and finished wood products.....	26	55.3	10	6.1	25	25.3	1	30.0		
Paper and allied products.....	22	16.5	4	1.9	20	15.5			2	1.0
Printing and publishing.....	30	29.4	3	3.1	9	9.5	7	13.3	14	6.6
Chemicals and allied products.....	27	37.2	2	3.5	23	30.2			4	7.0
Petroleum and coal products.....	3	12.0			3	12.0				
Rubber products.....	8	10.8	4	5.8	8	10.8				
Leather and leather products.....	13	15.2	2	.4	13	15.2				
Stone, clay, and glass products.....	12	33.7	2	.6	11	32.3			1	1.4
Primary metal industries.....	31	38.1	2	1.5	31	38.1				
Fabricated metal products.....	74	102.9	10	18.9	71	96.3	2	6.3	1	.3
Machinery (except electrical).....	110	201.1	20	28.0	100	184.1	3	4.8	7	12.2
Electrical machinery.....	54	272.4	3	11.1	50	264.2			4	8.2
Transportation equipment.....	76	603.6	13	269.0	65	554.7	6	34.0	5	14.9
Instruments and related products.....	15	29.8	3	6.4	15	29.8				
Miscellaneous.....	39	32.3	4	4.1	39	32.3				
<i>Nonmanufacturing</i> .....	110	379.0	10	12.5	66	195.0	30	141.0	14	43.0
Mining, crude petroleum, and natural gas production.....	5	2.6	1	.5	5	2.6				
Transportation <sup>1</sup> .....	26	96.1	3	1.6	13	53.5			13	42.6
Communications.....	3	44.5			3	44.5				
Utilities: electric and gas.....	3	14.8			2	6.3	1	8.5		
Wholesale trade.....	12	12.0			11	11.9	1	.1		
Retail trade.....	5	6.0	2	3.8	4	4.5	1	1.5		
Hotels and restaurants.....	1	( <sup>2</sup> )	1	( <sup>3</sup> )	1	( <sup>3</sup> )				
Services.....	18	18.5	2	3.6	14	17.1	3	1.0	1	.4
Construction.....	37	184.5	1	3.0	13	54.6	24	129.9		
Miscellaneous.....										
<b>SUNDAY WORK</b>										
All industries.....	1,169	3,644.0	77	234.4	251	746.9	842	2,666.8	476	230.3
<i>Manufacturing</i> .....	877	2,672.8	67	160.1	154	549.8	695	2,248.7	48	74.3
Food and kindred products.....	86	282.6	8	9.4	24	114.8	56	156.5	6	11.3
Tobacco.....	11	28.7			11	28.7				
Textile mill products.....	75	146.3	8	10.7	11	12.1	59	125.6	5	8.6
Apparel and other finished textile products.....	7	4.2			1	.7	5	3.1	1	.4
Lumber and timber basic products.....	20	18.0	4	2.5	7	3.6	9	12.4	4	2.0
Furniture and finished wood products.....	27	56.1	2	.6	1	.7	24	54.7	2	.7
Paper and allied products.....	52	85.6	5	3.2	17	48.8	34	36.5	1	.3
Printing and publishing.....	40	42.6	3	3.1	3	1.2	34	38.9	3	2.5
Chemicals and allied products.....	32	42.7	2	3.5	9	10.6	16	19.3	7	12.8
Petroleum and coal products.....	6	23.3	1	7.8	3	13.5	3	9.8		
Rubber products.....	20	123.9					19	123.5	1	.4
Leather and leather products.....	16	16.4	3	2.3	7	5.2	8	10.9	1	.3
Stone, clay, and glass products.....	35	71.4	1	.2	23	60.7	8	8.2	4	2.5
Primary metal industries.....	42	64.7	3	4.1	4	4.2	34	57.1	4	3.4
Fabricated metal products.....	75	87.2	6	6.9	4	3.7	70	79.5	1	4.0
Machinery (except electrical).....	122	284.6	7	15.6	10	30.0	110	251.8	2	2.8
Electrical machinery.....	62	311.0	1	13.0	4	9.1	57	300.7	1	1.2
Transportation equipment.....	89	924.1	6	60.4	2	25.1	84	878.7	3	20.3
Instruments and related products.....	20	30.7	3	4.5	2	4.1	18	26.6		
Miscellaneous.....	40	28.7	4	2.3	2	1.7	36	26.2	2	.8
<i>Nonmanufacturing</i> .....	292	971.2	10	84.3	117	397.1	147	418.1	28	156.0
Mining, crude petroleum, and natural gas production.....	11	68.0	2	60.2	7	6.7	4	61.3		
Transportation <sup>1</sup> .....	50	134.5	2	10.3	20	49.2	17	42.5	13	42.8
Communications.....	49	384.9	2	6.0	39	266.8	2	16.9	8	101.2
Utilities: electric and gas.....	22	50.9			9	19.5	10	23.7	3	7.7
Wholesale trade.....	28	18.4			9	12.6	18	4.5	1	1.3
Retail trade.....	53	65.4	3	4.8	19	21.5	31	40.9	3	3.0
Hotels and restaurants.....	1	( <sup>2</sup> )					1	( <sup>3</sup> )		
Services.....	34	36.0			8	7.3	26	28.7		
Construction.....	40	212.9	1	3.0	4	13.3	36	190.6		
Miscellaneous.....	4	.2			2	.2	2	( <sup>3</sup> )		

<sup>1</sup> Of the 55 agreements in this category, 35 provided time and a half for work at the beginning of the day (usually the first 4 hours) and double time thereafter; 3 agreements specified a double time rate, except for specified groups of workers such as maintenance men who were paid time and a half; 1 agreement specified a time and a quarter premium rate; and 16 agreements provided a fixed hourly premium.

<sup>2</sup> Excludes railroad (except for Railway Express Agency) and airline industries.

<sup>3</sup> Less than 50 workers.

<sup>4</sup> Of the 76 agreements in this category, 50 provided a premium rate of double time with exceptions: time and a half paid for certain groups of workers whose regular work schedule called for Sunday work or time and a half if certain requirements were not met, e. g., Sunday to be the seventh day worked; 18 agreements specified a fixed hourly premium; in the remaining 8 agreements the premium rate varied from time and a quarter to triple time.

agreements, but, rather, in the history of labor-management relationships, industry techniques and practices, unwritten working rules which supplement agreement clauses, and other factors that lie behind each agreement.<sup>4</sup>

TABLE 3.—*Exclusion of regularly scheduled work<sup>1</sup> from eligibility for Saturday and Sunday premium pay*

Type of provision	All industries		Manufacturing		Nonmanufacturing	
	Agreements	Workers (in thousands)	Agreements	Workers (in thousands)	Agreements	Workers (in thousands)
Saturday work—						
With premium pay provisions	798	2,209.9	688	1,830.9	110	379.0
Excluding regularly scheduled work <sup>2</sup>	259	885.7	251	868.7	8	17.0
Sunday work—						
With premium pay provisions	1,169	3,644.0	877	2,672.8	292	971.2
Excluding regularly scheduled work <sup>2</sup>	358	1,444.3	319	1,382.7	39	61.6

<sup>1</sup> Includes continuous-process workers, workers on 7-day operations, or workers regularly scheduled to work on weekends.

<sup>2</sup> These agreements are included in total with premium pay provisions.

Recognition of Saturday as a day of rest or a premium-rate day is of relatively recent origin compared with acceptance of Sunday as a non-work day. Continuous-process manufacturing industries and essential services such as public utilities must operate on Sunday, but employment for the day is generally held to minimum needs. While some establishments, particularly those dealing with the recreational outlets of the public, may have their peak business on Sundays, many others would not consider work on Sunday except in emergencies. The special consideration given to Sunday work, as compared with Saturday work, is reflected in union agreements in at least three ways: (1) The greater prevalence of clauses requiring premium rates for Sunday work, (2) the smaller proportion of agreements specifying minimum work requirements for eligibility for Sunday pay, and (3) the higher premium rate generally paid for Sunday work.

Close to 70 percent of the agreements studied contained provisions establishing Sunday as a premium-rate day (table 1). The contrast between the prevalence of Sunday pay and Saturday pay provisions was greater in nonmanufacturing, where premium pay for Sunday was found in almost three times the number of contracts providing for Saturday premiums. General overtime

provisions, discussed previously in connection with Saturday work, also apply to Sunday work beyond a full workweek. Although most of the agreements without a Saturday pay provision may possibly be construed as agreements in which the parties were satisfied to apply regular overtime eligibility rules to Saturday work, it is reasonable to assume that many of the agreements without a Sunday pay provision simply discounted the possibility of work on Sunday or did not permit such work.

Less than 10 percent of the agreements with Sunday pay provisions specified that eligibility for Sunday pay was contingent upon the employee's performance of a certain amount of work during the week (table 2). About three times that many, or about the same proportion as in the case of Saturday pay provisions; excluded employees regularly scheduled to work on Sundays from premium pay eligibility (table 3).

Double time was specified for Sunday work in about 70 percent of the premium pay agreements and time and one-half in 21 percent (table 2). The remaining provisions were largely combinations of double and time and one-half rates.

### Sixth- and Seventh-Day Premium Pay

Provisions requiring the payment of premium rates to some or all employees for work on the sixth day of the workweek appeared in approximately 24 percent of the agreements studied (table 1). A slightly higher proportion of the agreements named the seventh day as a premium rate day.<sup>5</sup>

<sup>4</sup> Agreements in the men's clothing industry provide a case in point. Association agreements covering the major producing centers, which were included in this study, made no provision for premium pay for Saturdays as such. The overtime provision in the agreement covering the Rochester market, for example, read as follows: "The hours of work shall be thirty-six (36) hours per week, which hours shall be divided into five (5) working days per week, namely, Monday through Friday, inclusive. Any hours worked in excess of thirty-six (36) hours per week shall be paid at the rate of time and one-half, or piece rate and one-half."

In September 1952, however, the national agreement (not included in this study), by which uniform wage changes are put into effect in all markets simultaneously, was expanded to cover many supplementary wage practices including a provision for premium pay for all Saturday work. That the inclusion of this provision did not bring about a change in existing practices in major centers, but merely formalized a practice already in effect, might be inferred from the fact that trade and union papers announcing the new national agreement did not list Saturday pay as a new provision.

<sup>5</sup> The total number of agreements making provision *either* for Saturday and Sunday premium pay *or* for sixth- and seventh-day premium pay, or, conversely, the number with *no* premium rate days, cannot be obtained from the data presented in this study because of the appearance of both types of provisions in many agreements.

TABLE 4.—Premium rates for work on sixth and seventh day in collective bargaining agreements, 1952

Industry group	Number with premium pay provisions		Number with specified minimum work requirements		Premium rate paid					
					Time and one-half		Double time		Other	
	Agreements	Workers (in thousands)	Agreements	Workers (in thousands)	Agreements	Workers (in thousands)	Agreements	Workers (in thousands)	Agreements	Workers (in thousands)
<b>SIXTH-DAY WORK</b>										
All industries.....	398	2,100.1	236	1,569.2	387	2,088.5	4	6.5	17	5.1
<i>Manufacturing</i> .....	554	1,492.8	306	1,091.5	327	1,485.0	2	2.9	5	4.5
Food and kindred products.....	12	15.3	7	13.8	11	15.0			1	.3
Tobacco.....	3	2.7	3	2.7	3	2.7				
Textile mill products.....	65	106.1	51	58.0	65	106.1				
Apparel and other finished textile products.....	2	1.2	2	1.2	2	1.2				
Lumber and timber basic products.....	5	4.8	4	4.4	4	4.4	1	.4		
Furniture and finished wood products.....	11	13.3	7	6.4	11	13.3				
Paper and allied products.....	5	2.8	4	2.5	5	2.8				
Printing and publishing.....	11	9.4	2	3.4	9	6.9	1	2.5	1	(*)
Chemicals and allied products.....	25	31.4	18	23.9	25	31.4				
Petroleum and coal products.....	3	11.4	3	11.4	3	11.4				
Rubber products.....	8	7.9	5	4.0	8	7.9				
Leather and leather products.....	5	8.9	3	2.3	5	8.9				
Stone, clay, and glass products.....	12	13.1	11	12.5	12	13.1				
Primary metal industries.....	22	388.2	21	386.4	22	388.2				
Fabricated metal products.....	18	36.7	7	8.3	17	36.4			1	.3
Machinery (except electrical).....	48	156.8	18	75.5	47	155.8			1	1.0
Electrical machinery.....	27	126.9	6	19.5	26	124.2			1	2.7
Transportation equipment.....	31	536.2	20	443.6	31	536.2				
Instruments and related products.....	6	7.3	2	1.2	6	7.3				
Miscellaneous.....	15	11.8	12	10.3	15	11.8				
<i>Nonmanufacturing</i> .....	64	607.9	50	477.9	60	605.5	2	5.6	2	.8
Mining, crude petroleum, and natural gas production.....	3	385.3	3	385.3	3	385.3				
Transportation <sup>1</sup> .....	9	49.0	2	2.1	8	46.6	1	2.4		
Communications.....	7	54.4	5	32.1	7	54.4				
Utilities: electric and gas.....	14	36.4	5	9.0	14	36.4				
Wholesale trade.....	2	.6			2	.6				
Retail trade.....	16	34.0	4	5.3	13	32.0	1	1.2	2	.8
Hotels and restaurants.....	5	26.9	5	26.9	5	26.9				
Services.....	6	14.8	5	14.2	6	14.8				
Construction.....	2	6.5	1	3.0	2	6.5				
Miscellaneous.....										
<b>SEVENTH-DAY WORK</b>										
All industries.....	486	2,323.4	318	1,669.6	59	531.7	427	1,791.7		
<i>Manufacturing</i> .....	417	1,751.8	279	1,218.0	26	590.8	391	1,561.0		
Food and kindred products.....	34	42.2	24	21.7	2	2.0	32	40.2		
Tobacco.....	3	2.7	3	2.7			3	2.7		
Textile mill products.....	68	116.1	53	66.2	4	12.8	64	103.3		
Apparel and other finished textile products.....	4	24.2	4	24.2			4	24.2		
Lumber and timber basic products.....	5	2.4	3	1.2	1	.1	4	2.3		
Furniture and finished wood products.....	17	17.3	14	11.1			17	17.3		
Paper and allied products.....	4	2.8	3	2.5			4	2.8		
Printing and publishing.....	8	1.0	1	.3	5	.5	3	.5		
Chemicals and allied products.....	35	45.5	28	37.9	2	.6	33	44.9		
Petroleum and coal products.....	7	23.3	7	23.3			7	23.3		
Rubber products.....	4	3.4	2	1.2			4	3.4		
Leather and leather products.....	9	11.2	6	4.0	1	.6	8	10.6		
Stone, clay, and glass products.....	18	39.3	18	39.3	1	.5	17	38.8		
Primary metal industries.....	24	392.4	21	388.4	7	371.6	17	20.8		
Fabricated metal products.....	19	41.3	12	16.5	1	.7	18	40.6		
Machinery (except electrical).....	58	158.6	29	89.5			58	158.6		
Electrical machinery.....	31	191.6	9	26.5			31	191.6		
Transportation equipment.....	42	608.2	22	438.8			42	608.2		
Instruments and related products.....	10	14.4	7	10.8	1	1.0	9	13.4		
Miscellaneous.....	17	13.9	13	11.9	1	.4	16	13.5		
<i>Nonmanufacturing</i> .....	69	571.6	59	451.6	33	140.9	36	490.7		
Mining, crude petroleum, and natural gas production.....	4	385.6	4	385.6	1	.3	3	385.3		
Transportation <sup>1</sup> .....	15	47.6	9	4.0	10	43.8	5	3.8		
Communications.....	3	29.8	1	7.0	3	29.8				
Utilities: electric and gas.....	19	41.7	7	12.5	4	17.6	15	24.1		
Wholesale trade.....	4	1.1	1	.1	1	.2	3	.9		
Retail trade.....	9	18.2	5	3.4	5	16.0	4	2.2		
Hotels and restaurants.....	8	27.3	7	22.8	3	16.4	5	10.9		
Services.....	5	13.8	4	13.2	5	13.8				
Construction.....	2	6.5	1	3.0	1	3.0	1	3.5		
Miscellaneous.....										

<sup>1</sup> Of the 7 agreements in this category, 4 provided time and a half for the first 4 hours worked and double time thereafter; 3 agreements provided a cents-per-hour premium.

<sup>2</sup> Less than 50 workers.

<sup>3</sup> Excludes railroad (except for Railway Express Agency) and airline industries.

In cases where a Monday-through-Friday work-week applies to all workers, there is no real distinction between providing premium pay for work on Saturday and Sunday, as such, and establishing the sixth and seventh days as premium days.

TABLE 5.—Provisions for sixth- and seventh-day premium pay limited to workers on off-standard schedules <sup>1</sup>

Type of provision	All industries		Manufacturing		Nonmanufacturing	
	Agreements	Workers (in thousands)	Agreements	Workers (in thousands)	Agreements	Workers (in thousands)
Sixth-day work—						
With premium pay provisions.....	398	2,100.1	334	1,492.2	64	607.9
Limited to off-standard schedules <sup>2</sup> .....	150	398.8	143	384.2	7	14.6
Seventh-day work—						
With premium pay provisions.....	486	2,323.4	417	1,751.8	69	571.6
Limited to off-standard schedules <sup>2</sup> .....	214	1,025.8	199	1,006.3	15	19.5

<sup>1</sup> Includes continuous-process workers, workers on 7-day operations, or workers on a regular weekly schedule that differs from the standard for the plant as a whole.

<sup>2</sup> These agreements are included in total with premium pay provisions.

More commonly, however, provisions of the latter type apply only to the sixth and seventh *consecutive* day worked, and thereby establish minimum work requirements with which employees must comply before becoming eligible to receive premium rates. About 60 percent of the agreements with sixth-day provisions specified some such

minimum work requirements (table 4). The proportion with respect to seventh-day premiums was approximately 65 percent. As in the case of minimum work requirements for eligibility for Saturday and Sunday premium pay, it was not uncommon to count as time worked workdays lost due to specified reasons.

Many of the agreements with sixth- and seventh-day clauses also make provision for the payment of premium rates on Saturday and Sunday. In such cases, the sixth- and seventh-day provisions typically apply to employees on off-standard work schedules in which Saturday and Sunday may be regular workdays. Approximately 38 percent of the agreements with a sixth-day provision limited its application to continuous-process workers, workers on 7-day operations, or workers such as guards and watchmen whose regular weekly schedule differed from the standard for the plant as a whole. Seventh-day provisions applied only to such workers in 44 percent of the agreements (table 5).

In almost all agreements making provision for sixth-day premium pay, the rate paid was time and one-half (table 4). Double time was specified as the seventh-day premium in all but a small proportion of the cases. The major exception to the prevailing practice with regard to seventh-day premium pay was found in basic steel agreements, where time and one-half was the specified rate.

# Holiday Provisions in Union Agreements in 1952-53

ABRAHAM WEISS AND DENA G. WOLK\*

PROVIDING pay for holidays on which no work is performed is now a common feature of union agreements, occurring in about 9 out of every 10 agreements studied by the Bureau of Labor Statistics. Holiday pay provisions permit workers to observe days of national or religious significance without loss of income. When operating or production conditions require some or all employees to work on recognized holidays, it is also common practice for employers to pay a premium for that work. Employees generally regard holiday work as a personal sacrifice deserving special reward. At the same time, the requirement of premium pay for holiday work in union agreements is designed to deter the scheduling of holiday work.

The practice of granting paid holidays to production workers has grown rapidly. Prior to World War II, paid holidays for wage earners in manufacturing, construction, and mining industries were found in few agreements.<sup>1</sup> Under the wage control program in effect during the war, War Labor Board policy permitted approval of voluntary applications for pay for as many as 6 holidays not worked. Especially in view of the fact that wage-rate adjustments were tightly controlled, many unions and employers negotiated holiday pay clauses. The practice continued to spread during postwar years. In late 1946 and in 1947, major agreements in mass-production industries such as meatpacking, automobiles, rubber, and textiles provided paid holidays for the first time. A Bureau of Labor Statistics study of union agreements in effect during 1950 revealed that 73 percent contained paid holiday provisions.<sup>2</sup>

By early 1952, most major American industries

had adopted, or through collective bargaining had agreed to, the practice of paying wage earners for some holidays. In 1952, the demand for paid holidays became an issue in the prolonged steel stoppage. Prior to that time, production workers in the basic steel industry did not receive pay for holidays not worked and those who worked on holidays were paid at the rate of time and one-half. The recommendation of the Wage Stabilization Board for 6 paid holidays was eventually incorporated in the settlement between the United Steelworkers of America (CIO) and 6 major steel companies.

Notwithstanding the prevalence of provisions for paid holidays in union agreements, issues relating to paid holidays continue to arise frequently in collective bargaining. Commonly included among these issues are the number of paid holidays, the rate for work on paid holidays, eligibility requirements for receiving holiday pay, and the practice to be followed when a holiday falls on a Saturday or on another nonwork day.

## Prevalence of Paid Holiday Provisions

Analysis of 1,709 agreements, which were current as of July 1952 or later and which covered about 6 million workers, showed that 89 percent of them included provision for paid holidays<sup>3</sup> (table 1). These 1,516 agreements with paid holidays covered about 5 million workers,<sup>4</sup> or 83 percent of the total covered by the study. This group included 266 agreements which also provided for observance of 1 or more unpaid holidays.

Paid holidays were more common in manufacturing than in nonmanufacturing industries. In 6 of the 20 manufacturing industry groups (tobacco, petroleum and coal products, rubber, leather, electrical machinery, and miscellaneous manufacturing), all of the agreements analyzed

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<sup>1</sup> Vacation and Holiday Provisions in Union Agreements, Bureau of Labor Statistics Bull. 743, 1943, (p. 6).

<sup>2</sup> Holiday Provisions in Union Agreements, 1950, Monthly Labor Review, January 1951 (p. 24).

<sup>3</sup> The agreements in the study were selected from the Bureau's current file of union contracts on the basis of industry, union, and regional representation. Agreements for the airline and railroad industries (except for Railway Express Agency) are not collected by the Bureau and therefore are not included in this study. No agreement negotiated in the fall of 1953 or later was included in this study.

For seasonal industries, the number of workers covered represents those seasonal, short-term workers employed at the peak of the season, in addition to regular, year-round employees.

<sup>4</sup> The number of employees who actually receive holidays under these provisions may be smaller, because of various eligibility requirements.

TABLE 1.—Distribution of collective-bargaining agreements with paid holiday provisions and workers covered, 1952-53, by industry group

Industry group	Number studied		Percent with paid holiday provisions	
	Agreements	Workers (in thousands)	Agreements	Workers
All industries.....	1,709	5,986	89	83
<b>Manufacturing.....</b>	<b>1,208</b>	<b>3,977</b>	<b>93</b>	<b>96</b>
Food and kindred products.....	125	312	90	95
Tobacco.....	14	28	100	100
Textile mill products.....	134	208	86	94
Apparel and other finished textile products.....	54	462	93	99
Lumber and timber basic products.....	35	15	66	62
Furniture and finished wood products.....	35	59	91	95
Paper and allied products.....	54	82	98	99
Printing and publishing.....	59	45	97	98
Chemicals and allied products.....	68	76	99	99
Petroleum and coal products.....	21	67	100	100
Rubber products.....	22	125	100	100
Leather and leather products.....	27	52	100	100
Stone, clay, and glass products.....	47	79	94	97
Primary metal industries.....	70	571	94	99
Fabricated metal products.....	84	139	96	98
Machinery (except electrical).....	129	302	98	97
Electrical machinery.....	66	317	100	100
Transportation equipment.....	98	967	86	91
Professional and scientific instruments.....	21	35	96	97
Miscellaneous manufacturing.....	45	36	100	100
<b>Nonmanufacturing.....</b>	<b>501</b>	<b>2,009</b>	<b>78</b>	<b>57</b>
Mining, crude-petroleum and natural-gas production.....	32	504	72	3
Transportation.....	112	321	77	62
Communications.....	58	468	97	96
Utilities: gas and electric.....	50	128	100	100
Wholesale trade.....	38	16	84	96
Retail trade.....	72	109	93	94
Construction.....	44	255	20	41
Services.....	65	106	78	91
Hotels and restaurants.....	19	96	37	46
Miscellaneous nonmanufacturing.....	11	6	73	6

<sup>1</sup> Excludes railroad (except for Railway Express Agency) and airline industries.

contained provisions for paid holidays. Such provisions were least common in the lumber and wood products industry (66 percent of the agreements); in all but 2 of the remaining manufacturing industries, at least 90 percent of the agreements provided for paid holidays. In nonmanufacturing, on the other hand, in only 3 of the 10 industry groups (communications, retail trade, gas and electric utilities) did 90 percent or more of the agreements contain paid holiday provisions. Less than one-fourth of the agreements in construction, and slightly over one-third of those covering hotels and restaurants provided paid holidays.

No reference to holidays, whether paid or unpaid, was made in 2 percent of the agreements analyzed.

### Number of Paid Holidays

Union agreements generally name the days to be observed as paid holidays. Chief among the

observed holidays are New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. Religious and regional or local holidays also are often recognized in union agreements. Practice with regard to designating election day as a holiday varies considerably in union agreements and in company policies; some agreements honor the day only in Presidential election years. Where the day is recognized, practice may range from granting time off for voting to full-day observance as a paid holiday. Because of these factors, such election days as were named were not included in determining the number of paid holidays provided, for purposes of this study.

Six holidays with pay were specified in 53 percent of the agreements with paid holidays (table 2) or approximately 48 percent of the total number of agreements studied (chart). More than 6 paid holidays were provided in a third of the agreements with paid holiday provisions.

Although paid holiday provisions were more prevalent in manufacturing than in nonmanufacturing industries, agreements in the latter category

### Paid Holidays Provided in Collective-Bargaining Agreements, 1952-53

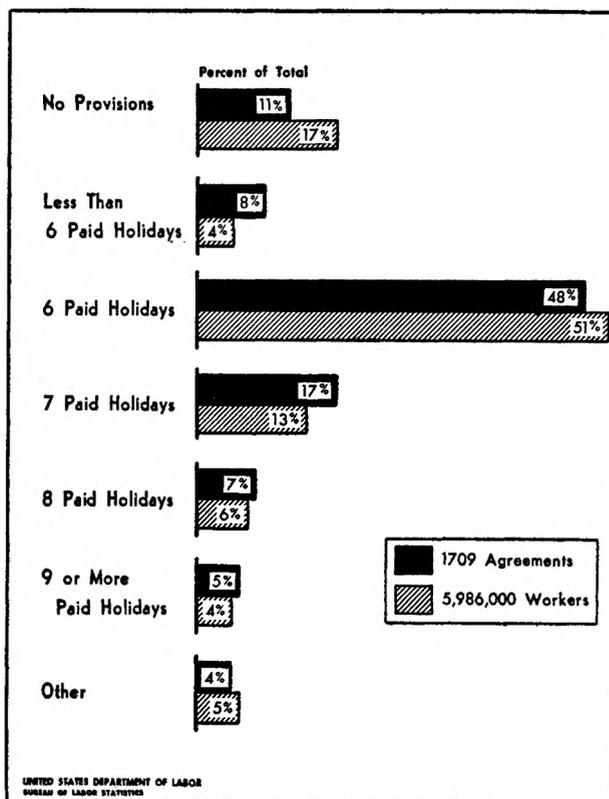


TABLE 2.—Number of days specified<sup>1</sup> by collective bargaining-agreements providing paid holidays, 1952-53, by industry group

Industry group	Number having paid holidays		Percent of agreements and workers having—											
	Agreements	Workers (in thousands)	Less than 6 paid holidays		6 paid holidays		7 paid holidays		8 paid holidays		9 or more paid holidays		Other provisions <sup>2</sup>	
			Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries.....	1,516	4,988	9	6	53	60	19	15	8	7	6	5	5	7
<b>Manufacturing</b> .....	<b>1,127</b>	<b>3,838</b>	<b>9</b>	<b>4</b>	<b>60</b>	<b>71</b>	<b>18</b>	<b>14</b>	<b>6</b>	<b>5</b>	<b>3</b>	<b>1</b>	<b>4</b>	<b>5</b>
Food and kindred products.....	113	295	6	3	33	17	18	31	33	47	8	2	2	( <sup>1</sup> )
Tobacco.....	14	28	14	17	79	82	7	1	5	-----	-----	-----	1	( <sup>1</sup> )
Textile mill products.....	115	196	32	26	53	69	14	5	-----	-----	-----	-----	1	( <sup>1</sup> )
Apparel and other finished textile products.....	50	457	30	9	32	61	2	( <sup>1</sup> )	-----	-----	2	( <sup>1</sup> )	34	30
Lumber and timber basic products.....	23	9	43	20	48	70	9	4	-----	-----	-----	-----	-----	-----
Furniture and finished wood products.....	32	57	19	7	62	83	13	6	3	2	-----	-----	3	2
Paper and allied products.....	53	81	6	9	75	84	19	7	-----	-----	-----	-----	-----	-----
Printing and publishing.....	57	44	7	1	60	50	16	17	11	20	5	11	1	1
Chemicals and allied products.....	67	76	3	1	58	63	30	26	3	4	6	6	-----	-----
Petroleum and coal products.....	21	67	5	16	19	4	57	74	9	2	5	2	5	1
Rubber products.....	22	125	-----	-----	92	99	4	1	-----	-----	4	( <sup>1</sup> )	-----	-----
Leather and leather products.....	27	52	15	12	59	53	19	16	-----	-----	-----	-----	7	19
Stone, clay, and glass products.....	44	77	7	6	82	83	11	11	-----	-----	-----	-----	-----	-----
Primary metal products.....	66	567	2	( <sup>1</sup> )	88	98	10	2	-----	-----	-----	-----	-----	-----
Fabricated metal products.....	81	137	-----	-----	68	78	20	14	7	4	3	1	2	3
Machinery (except electrical).....	127	293	-----	-----	70	73	17	17	9	6	2	1	2	3
Electrical machinery.....	66	317	2	( <sup>1</sup> )	47	39	45	59	1	( <sup>1</sup> )	5	2	-----	-----
Transportation equipment.....	84	890	2	1	82	88	6	4	4	2	-----	-----	6	5
Professional and scientific instruments.....	20	34	-----	-----	55	58	40	25	-----	-----	5	17	-----	-----
Miscellaneous manufacturing.....	45	36	9	7	48	50	24	24	4	8	8	9	7	2
<b>Nonmanufacturing</b> .....	<b>389</b>	<b>1,150</b>	<b>9</b>	<b>11</b>	<b>34</b>	<b>25</b>	<b>23</b>	<b>20</b>	<b>12</b>	<b>14</b>	<b>14</b>	<b>19</b>	<b>8</b>	<b>11</b>
Mining, crude-petroleum and natural-gas production.....	23	16	9	5	74	57	13	32	-----	-----	-----	-----	4	6
Transportation <sup>4</sup> .....	86	199	12	7	41	28	8	9	5	21	21	27	13	8
Communications.....	56	451	5	10	16	29	39	31	15	10	23	19	2	1
Utilities: gas and electric.....	50	128	8	4	22	12	14	8	24	18	28	44	4	14
Wholesale trade.....	32	15	3	( <sup>1</sup> )	38	9	41	74	12	12	3	3	3	2
Retail trade.....	67	103	4	4	31	32	40	37	13	6	4	15	8	6
Services.....	51	96	13	15	27	26	24	9	20	44	6	1	10	5
Other nonmanufacturing.....	24	142	21	34	54	12	-----	-----	4	( <sup>1</sup> )	4	( <sup>1</sup> )	17	54

<sup>1</sup> Excludes election day, where specified.<sup>2</sup> Includes agreements in which holidays varied from year to year, or on the basis of local custom, or by length of service, or where number of holidays was not specified.<sup>3</sup> Less than 0.5 percent.<sup>4</sup> Excludes railroad (except for Railway Express Agency) and airline industries.

tended to provide more paid holidays. Provision for more than 6 paid holidays appeared in almost half of the agreements in nonmanufacturing industries as against slightly more than one-fourth in manufacturing. Within industry groups, with a few exceptions—notably rubber; stone, clay, and glass; primary metals; and transportation equipment—variations in the number of paid holidays provided indicated the absence of a prevailing practice.

### Rates of Pay for Work on Paid Holidays

Of the agreements with paid holidays, 53 percent provided for a total of double time for work on such days, that is, pay for the holiday in addition to straight time pay for all hours worked. Twenty percent of the agreements calling for paid holidays provided for time and one-half for holiday hours actually worked, in addition to straight time for the holiday, resulting in an "effective rate" of double time and one-half. A total allowance of

triple time for holiday work was found in 10 percent of the agreements with paid holidays.

Total holiday pay in excess of double time for work on a paid holiday occurred about twice as frequently in manufacturing (33 percent) as in nonmanufacturing (18 percent). Pay in excess of double time was found in at least one-third of the agreements in 10 of the 20 manufacturing industry groups studied—food; tobacco; textiles; furniture; paper; printing; chemicals; stone, clay, and glass; machinery (except electrical); and professional and scientific instruments. By contrast, in no non-manufacturing industry group did as many as one-third of the agreements specify payment in excess of double time for work on a paid holiday.

About 7 percent of the agreements contained no reference to rates of pay for work on a paid holiday. The absence of "premium pay" provisions was most common in the apparel and leather products industries agreements, probably reflecting a long-standing practice of not working on holidays. Holiday work premium pay provisions were also

generally not included in major agreements covering hotels and restaurants, which generally operate 7 days a week, including holidays.

As in the case of hotels and restaurants, a number of other industries operate every day, and, since holiday work must be shared by all employees, special pay or time-off arrangements may be provided for holiday work. A transportation industry agreement, for example, provides for the substitution of "another full day off with pay" in lieu of the holiday. Under the provisions of this contract, however, employees "by giving notice before the end of the next working day following the holiday, may elect to be paid at the rate of time and one-half for their holiday work, with minimum compensation equal to their regular rate of pay for 12 hours."

### Eligibility for Holiday Pay

Various types of eligibility requirements tend to limit the number of employees receiving pay for unworked holidays. Such limitations—in the form of service or attendance requirements or both—were designed, in part, to limit receipt of holiday pay to so-called "regular" or "permanent" employees and, in part, to discourage excessive absenteeism during holiday weeks which might adversely affect production operations.

Somewhat over 300 of those agreements which provided paid holidays were selected at random to determine whether they imposed eligibility requirements limiting holiday pay. Various types of qualifying provisions were found in about 2 out of every 3 of the agreements. Of the agreements with qualifying provisions, 1 in 2 set an attendance requirement; 1 in 3, a combined attendance and length-of-service requirement; and 1 in 8, a length-of-service requirement only.

Examples of such provisions are:

To be entitled to pay for a particular holiday, an employee in all cases must have completed his probationary period of thirty (30) days, and have worked for the mill within the thirty days immediately preceding the holiday.

\* \* \* \* \*

(a) Subject to the provisions hereinafter set forth, employees shall be paid for the following legal holidays when no work is performed: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

(b) Eligibility requirements for holiday pay shall be as follows:

(1) An employee shall have completed his temporary period of employment as of the date of any such holiday.

(2) An employee shall have worked all of his scheduled hours on the scheduled workday preceding and the scheduled workday following any such holiday.

By far the most frequent attendance requirement was that an employee work both the (last scheduled) day before and the (first scheduled) day after a holiday.<sup>5</sup> This qualification was undoubtedly designed to minimize absenteeism during holiday weeks. Another type of attendance requirement, far less common, restricted holiday pay to employees who had worked some time (as little as 1 hour in 1 agreement) during the holiday week or the payroll period including the holiday, without necessarily having worked on the days before and after the holiday. A small group of agreements stressed work requirements; that is, the employee must have worked a specified number of weeks or shifts prior to the holiday or 1 day or more during a specified period immediately prior to the holiday.

A number of the agreements specified a length-of-service requirement as a condition of eligibility for holiday pay. One month was the most common service requirement, followed closely by prior periods of service of from more than 1 month to 3 months. Fewer than 10 percent of the agreements with service requirements specified qualifying periods in excess of 6 months.

*Waiver of Attendance or Work Requirements.* Many agreements recognize that conditions beyond the worker's control may make it impossible for him to fulfill the work or attendance requirements for holiday pay. For example, employees may not work the day before the holiday because of illness, an authorized leave of absence, or layoff. Unless absences of this type were excused, holiday pay would be forfeited.

In the random group of agreements analyzed, about 3 out of every 4 with such requirements listed the specific types of absences which would be excused and provided for holiday pay under such conditions. For example:

<sup>5</sup> No differentiation was made in the analysis of this group of 300-odd agreements between a requirement that employees work the last scheduled day preceding the holiday and that they work on the last scheduled day. This difference in language becomes important in cases where disputes arise as to whether work during part of the last scheduled day preceding the holiday meets the eligibility test for receipt of holiday pay.

TABLE 3.—Rates of pay for work on paid holidays provided in collective-bargaining agreements, 1952-53, by industry group

Industry group	Number with paid holiday provisions		Percent with no provision for work on paid holidays		Percent with pay rate for paid holiday work of— <sup>1</sup>							
	Agreements	Workers (thousands)	Agreements	Workers	Double time		Double time and one-half		Triple time		Other <sup>2</sup>	
					Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries.....	1,516	4,988	7	11	53	60	20	16	10	8	10	5
<b>Manufacturing</b> .....	1,127	3,838	6	10	52	60	22	15	11	12	9	3
Food and kindred products.....	113	295	4	(*)	45	37	21	33	19	26	11	4
Tobacco.....	14	28	14	17	42	20	7	2	37	61	-----	-----
Textile mill products.....	115	196	9	12	27	20	48	60	2	2	14	6
Apparel and other finished textile products.....	50	457	70	59	10	3	6	4	6	33	8	1
Lumber and timber basic products.....	23	9	4	1	40	43	13	13	13	26	30	17
Furniture and finished wood products.....	32	57	3	1	56	79	22	10	16	9	3	1
Paper and allied products.....	53	81	2	1	28	16	33	25	10	6	27	52
Printing and publishing.....	57	44	4	5	45	39	23	15	13	22	15	19
Chemicals and allied products.....	67	76	-----	-----	43	40	45	52	4	5	8	3
Petroleum and coal products.....	21	67	5	18	80	76	10	2	-----	-----	5	4
Rubber products.....	22	125	-----	-----	63	53	5	3	27	44	5	(*)
Leather and leather products.....	27	52	43	69	15	7	11	3	12	3	19	18
Stone, clay, and glass products.....	44	77	-----	-----	57	41	20	36	16	14	7	9
Primary metal industries.....	66	567	-----	-----	69	94	12	1	18	5	1	(*)
Fabricated metal products.....	81	137	-----	-----	73	80	11	4	6	6	10	10
Machinery (except electrical).....	127	293	2	1	60	66	20	15	15	16	3	2
Electrical machinery.....	66	317	-----	-----	66	63	21	33	11	3	2	1
Transportation equipment.....	84	890	1	2	79	88	8	2	11	7	1	1
Professional and scientific instruments.....	20	34	-----	-----	50	47	35	30	15	23	-----	-----
Miscellaneous manufacturing.....	45	36	2	1	67	68	25	28	4	2	2	1
<b>Nonmanufacturing</b> .....	389	1,150	8	10	58	44	14	8	4	1	16	37
Mining, crude-petroleum, and natural-gas production.....	23	16	-----	-----	92	95	4	2	-----	-----	4	3
Transportation <sup>4</sup> .....	86	199	8	1	49	49	13	2	5	4	25	44
Communications.....	56	451	-----	-----	91	94	5	2	-----	-----	4	4
Utilities: gas and electric.....	50	128	-----	-----	61	50	29	43	-----	-----	10	7
Wholesale trade.....	32	15	3	1	78	82	9	14	10	3	-----	-----
Retail trade.....	67	103	15	19	39	32	9	14	9	3	28	32
Services.....	51	96	20	23	37	38	21	22	2	2	20	15
Other nonmanufacturing.....	24	142	13	74	54	5	12	7	4	6	17	8

<sup>1</sup> Rate indicated includes holiday pay.

<sup>2</sup> Includes agreements which merely specified that overtime rates would be paid; or which provided for different rates depending on occupational group affected or holiday observed; or which provided equivalent time off; or which specified that local plant supplementary agreements would determine the rate. Also included in this category are a number of agreements

which specified a rate of time and one-half for work on paid holidays but which did not make clear whether or not regular holiday pay was included in the rate.

<sup>3</sup> Less than 0.5 percent.

<sup>4</sup> Excludes railroad (except for Railway Express Agency) and airline agreements.

(e) To be eligible for holiday pay as provided above, an employee must work the last regularly scheduled workday before the holiday and the first regularly scheduled workday after the holiday. The exceptions to this provision are [employee absences in the following circumstances]:

- (1) With supervisor's permission.
- (2) Sent out or told not to report.
- (3) On active jury duty.
- (4) Called before his draft board.
- (5) Accident on the job.
- (6) Death in his immediate family.

(7) An employee who has been actively employed by the Company during a thirty (30) day period immediately prior to the holiday will be eligible for holiday pay when absent on account of sickness provided the sickness is of such nature that requires hospital treatment, or if the employee is granted a written sick leave by the Company prior to the holiday.

As the following figures show, absence because of personal illness or accident or any absence "approved," "excused," or for "good cause" was

most frequently recognized as constituting exceptions to the specified work requirements. Employees on layoff when a holiday occurred nevertheless received holiday pay in a significant proportion of the agreements with work requirements. The same purpose was achieved in a number of agreements which prohibited layoffs (or re-scheduling of working hours) for the purpose of avoiding holiday pay.

Exceptions to specified work requirements	Number of agreements <sup>1</sup>
Total.....	316
Absence due to illness or accident.....	73
Absence "approved" or "excused" or for "good cause".....	71
If laid off or job closed down.....	44
Absence due to illness or death in family.....	36
Absence due to job-incurred injury or if receiving workmen's compensation.....	23
Absence on jury duty.....	11
Other.....	29

<sup>1</sup> Figures are nonadditive, since one agreement may include more than one type of waiver.

In virtually every case, employees who were scheduled to work on a holiday and who did not report for duty, or who accepted an assignment and failed to appear, were disqualified for holiday pay.

### Pay for Holidays Not Scheduled as Workdays

Holiday pay clauses in union agreements, when originally introduced, were simple in character. In general, they merely listed the holidays for which employees would be paid. In the intervening years, however, holiday provisions have tended to become increasingly complex, reflecting the problems which have arisen in adapting the holiday pay concept to large numbers of wage earners as contrasted with salaried office employees.

Within the past few years a new concept of holiday pay has been advanced; namely, that employees should receive pay for stated holidays even when observance of such holidays involves no loss of earnings because they occur on days when employees would not otherwise work. This is recognized by agreements which, in effect, guarantee employees pay for a designated number of holidays as an earned or vested right; or which specify that eligible employees shall receive holiday pay even if the holiday falls on a non-scheduled workday, as, for example, Saturday; or that employees on vacation during a period which includes a holiday shall receive holiday pay, or an extra day of vacation with pay, etc.

*Holidays Falling During Vacation Period.* For plants which do not schedule a vacation shutdown of operations, vacations may be spread over many months, if not most of the year so that a paid holiday may fall during some employees' vacations. Under such circumstances, unless an employee is paid for holidays falling during his vacation, an inequity may arise, because an employee whose vacation period does not include a holiday receives both holiday and vacation pay. For plants which shut down for vacation purposes also, the vacation period may, of course, include a paid holiday.

Of the special group of slightly more than 300 agreements examined, about 85 percent made allowance for holidays falling during an employee's

vacation. Somewhat under half provided an additional day's pay for the vacation holiday without extending the vacation period. The next most common practice (slightly under one-third) was to extend the vacation period for an additional day (with pay). Other provisions allowed employees a day off at some later date, the time to be mutually agreed upon; or permitted employees, at their option, a choice of holiday pay or an additional day of vacation.

*Holidays Falling on Saturday.* Holidays which fall on Saturday, normally a day not worked, constitute a collective-bargaining problem, somewhat similar to vacation holidays.<sup>6</sup> The issue of whether employees should be paid for Saturday holidays has been submitted to arbitration with some frequency during the last few years. Unions have maintained that pay for holidays constitutes a sort of annual benefit to employees, regardless of the day of the calendar week on which the holidays occur; or that the holiday pay is considered part of the general wage increase agreed upon in negotiations and should be paid to all eligible employees. The opposite view is that the purpose of holiday pay is to protect employees from loss of wages they normally would have earned during their regularly scheduled workweek had the holidays not occurred. Hence, it is argued, Saturday holidays—when Saturdays are not customarily worked—involve no loss of earnings to workers.

Of the group of 300-odd agreements examined, about 1 out of 8 specifically referred to Saturday holidays,<sup>7</sup> and most of these specified pay for the Saturday holiday. Others designated another day off or allowed an option of 1 day's pay or another day off.

<sup>6</sup> No attempt was made to tabulate practices relating to holiday pay when the holiday occurs on any day other than Saturday on which an employee is not regularly scheduled to work. It is recognized, however, that such situations do arise in plants in which not all employees work the same days of the week, e. g., Monday through Friday. The normal "days off" of some groups of employees may be Tuesday and Wednesday in cases where a plant operates 7 days a week.

Holidays falling on Sunday are almost universally observed on the following Monday or on any other day observed in the area or State.

<sup>7</sup> This may understate the proportion of agreements which recognized the principle of paid Saturday holidays, since no distinction was made between agreements which merely list a number of paid holidays, leaving undetermined the issue of payment for holidays falling on Saturdays, and those agreements—which are becoming increasingly prevalent—assuring payment for a designated number of holidays during the year, regardless of the day of the week on which they occur. Under the latter type of provision, there would probably be no reference to Saturday holidays, as such.

## Paid Time for Washup, Cleanup, and Clothes Change, 1952-53

PROVIDING for paid washup, cleanup, or clothes-changing time in collective-bargaining agreements is relatively uncommon.<sup>1</sup> In an analysis of 1,840 labor-management contracts covering over 6 million workers,<sup>2</sup> the Bureau of Labor Statistics found that only 310 agreements (about 17 percent) formally set aside a fraction of the paid workday for these personal or plant cleanliness functions; over a third of these agreements limited the provision to particular groups of workers.

The absence of a contractual provision granting employees time during paid working hours for washing, changing clothes, or cleaning up their work areas does not necessarily mean that the practice is not in effect. The practice may not constitute a plant problem and, therefore, it may not be deemed necessary to formalize maximum time allowances and other conditions. Workers in many plants wash and clean up prior to quitting time, even though the practice has not been recognized formally in either a collective-bargaining agreement or in plant rules or regulations. Even in plants where the practice is formalized, however, it may not be included in collective-bargaining agreements.

Provisions for such time allowances have been included in collective-bargaining agreements in recognition of personal inconvenience to workers, factors of health and safety, and the practice or requirement that workers wear special clothing or uniforms. For example, some workers may need an unusually long period of time after the end of the shift to wash and clean up because of such factors as inadequate washing facilities, or size of the plant. Workers engaged in especially dirty jobs, or in handling toxic, corrosive, or other injurious materials often require adequate opportunity to wash or to change clothes before eating lunch, starting another job, or finishing the day's work. A change of clothes may also be required by Government regulations as, for example, in cases involving the preparation and handling of food products. In other instances, employers may require workers, as a condition of employment, to wear special clothing or uniforms which must be kept clean and which may not be worn

outside the plant. Where such clothes-change time is appreciable, it may be authorized on company time.

Wage stabilization policies during the past decade have recognized these time allowances not only as legitimate bargaining issues but as supplementary practices subject to regulation. During World War II, the policy of the National War Labor Board on cleanup periods in general, was not to order such provisions unless they represented past or existing practice in the plant.<sup>3</sup> In cases involving the "Big Four" meatpacking companies,<sup>4</sup> however, the Board noted that it was not the practice to pay for time spent in changing clothing. Nevertheless, the meatpacking companies were directed to "pay employees for time spent in changing work clothes where such time is 'appreciable', since regulations of Government and [the] peculiar nature of [the] industry require special clothing and change of various types of apparel on [the] premises of [the] plant." The New York Regional War Labor Board, in another case,<sup>5</sup> approved a clothes-changing time allowance inasmuch as the workers were required to change to and from special work uniforms by State health regulations and company rules.

The Wage Stabilization Board, in operation from January 1951 through February 1953, processed cases involving paid cleanup, washup, or clothes-change time under its General Wage Regulation No. 13, which specified industry or area practice as the criteria for approvability of fringe benefits.

<sup>1</sup> Paid cleanup time for the purpose of this study includes the following activities: (a) cleanup activities involving the workplace; (b) duties incident to finishing a day's work; e. g., completing "paperwork," making out reports, and returning tools to the tool crib; and (c) preparatory duties involved in starting the workday. Paid washup time refers solely to personal cleanup.

<sup>2</sup> The agreements in the study, current as of August 1952 or later, were selected from the Bureau's current file of union contracts on the basis of industry, union, and regional representation. Agreements for the airline and railroad industries (except for Railway Express Agency) are not collected by the Bureau and therefore are not included in this study.

<sup>3</sup> See case No. 111-16082-D, October 17, 1945 (made public November 6, 1945): *In re Douglas Aircraft Co., Inc. (Oklahoma City, Okla.)*, and *International Union, United Automobile, Aircraft, and Agricultural Implement Workers of America, Local 435 (CIO)*. War Labor Reports, Wage and Salary Stabilization (vol. 28, pp. 51, 58-59), Bureau of National Affairs, Washington, 1946.

<sup>4</sup> Cases No. 111-5544-D, 111-5760-D, 111-6000-D, 111-5763-D, February 20, 1945: *In re Swift and Co., Armour and Co., Wilson and Co., and Cudahy Packing Co. and United Packinghouse Workers of America (CIO)*. War Labor Reports, Wage and Salary Stabilization (vol. 21, pp. 653-655), Bureau of National Affairs, Washington, 1945.

<sup>5</sup> Case No. 111-6739-D, September 6, 1944: *In re Continental Baking Co. (Hoboken, N. J.) and Bakery and Confectionery Workers International Union, Local 256 (AFL)*. War Labor Reports, Wage and Salary Stabilization (vol. 18, p. 470), Bureau of National Affairs, Washington, 1945.

TABLE 1.—Extent of coverage of paid washup, cleanup, or clothes-changing time provisions in collective-bargaining agreements, 1952-53

Industry group	Number studied		Agreements with provisions for paid washup, cleanup, or clothes-changing time							
			Percent of total studied		Number		Applicable to all employees in bargaining unit		Applicable to some employees in bargaining unit	
	Agreements	Workers	Agreements	Workers <sup>1</sup>	Agreements	Workers	Agreements	Workers	Agreements	Workers <sup>2</sup>
All industries.....	1,840	6,261,200	16.8	12.5	310	782,100	195	450,700	115	331,400
Manufacturing.....	1,343	4,161,800	20.3	16.5	273	688,400	187	424,200	86	264,200
Food and kindred products.....	131	321,800	23.7	39.8	31	128,200	26	123,600	5	4,600
Tobacco.....	15	28,300	46.7	20.1	7	5,700	2	800	5	4,900
Textile-mill products.....	133	183,700	6.8	10.2	9	18,800	3	2,100	6	16,700
Apparel and other finished textile products.....	61	390,700	4.9	4.2	3	16,300	3	16,300		
Lumber and timber basic products.....	32	16,100	3.1	4.3	1	700			1	700
Furniture and finished wood products.....	42	63,300	19.0	9.8	8	6,200	7	5,700	1	500
Paper and allied products.....	56	88,200	14.3	11.5	8	10,100	1	1,000	7	9,100
Printing and publishing.....	52	47,200	1.9	5.3	1	2,500	1	2,500		
Chemicals and allied products.....	72	82,900	31.9	35.3	23	29,300	7	9,100	16	20,200
Petroleum and coal products.....	25	64,200	44.0	27.7	11	17,800	7	13,200	4	4,600
Rubber products.....	19	127,900	26.3	4.9	5	6,300			5	6,300
Leather and leather products.....	32	48,200	15.6	6.4	5	3,100	3	1,200	2	1,900
Stone, clay, and glass products.....	53	98,500	15.1	39.4	8	38,800	4	15,900	4	22,900
Primary metal industries.....	97	551,800	17.5	5.6	17	31,000	10	5,500	7	25,200
Fabricated metal products.....	110	176,100	19.1	14.0	21	24,700	20	23,800	1	900
Machinery (except electrical).....	160	334,100	26.3	13.7	42	45,800	39	42,900	3	2,900
Electrical machinery.....	74	344,700	20.3	27.1	15	93,400	10	16,700	5	76,700
Transportation equipment.....	105	1,110,900	32.4	16.2	34	180,500	23	116,500	11	64,000
Instruments and related products.....	26	44,500	26.9	39.8	7	17,700	6	16,700	1	1,000
Miscellaneous manufacturing.....	48	38,700	35.4	29.7	17	11,500	15	10,400	2	1,100
Nonmanufacturing.....	497	2,099,400	7.4	4.5	37	93,700	8	26,500	29	67,200
Mining, crude petroleum and natural gas production.....	36	512,900	2.8	.1	1	500			1	500
Transportation <sup>3</sup> .....	104	301,000	21.2	14.6	22	44,000			22	44,000
Communications.....	64	521,600								
Utilities: electric and gas.....	57	145,600	5.3	13.4	3	19,500			3	19,500
Wholesale trade.....	28	10,700								
Retail trade.....	67	116,400	4.5	2.1	3	2,500	2	2,300	1	200
Hotels and restaurants.....	22	98,100								
Services.....	65	119,100	1.5	.3	1	300	1	300		
Construction.....	47	252,000	14.9	10.7	7	26,900	5	23,900	2	3,000
Miscellaneous, nonmanufacturing.....	7	22,000								

<sup>1</sup> Total number of workers in bargaining units covered by contracts providing paid washup, clothes-changing, and/or cleanup time.

<sup>2</sup> Includes total number of workers in bargaining units covered by the

agreements providing paid washup, clothes-changing, and/or cleanup time.

<sup>3</sup> Excludes railroad (except for Railway Express Agency) and airline industries.

Section 3 (o) of the Fair Labor Standards Act of 1938, as amended, provides that in determining hours worked for minimum wage and overtime purposes, ". . . there shall be excluded any time spent in changing clothes or washing at the beginning or end of each workday which was excluded from measured working time during the week involved by the express terms of or by custom or practice under a bona fide collective-bargaining agreement applicable to the particular employee."

### Prevalence of Agreement Provisions

Approximately 1 out of every 6 agreements studied made provision for paid washup, cleanup, or clothes-changing time, or a combination of these allowances (table 1).<sup>6</sup> On the whole, the practice was more prevalent in manufacturing

<sup>6</sup> Provisions for 2 of the 3 types of allowances appeared in 29 agreements, and for all 3, in 1 agreement.

industries, particularly in the chemicals, tobacco, petroleum and coal products, rubber products, machinery, transportation equipment, instruments and related products, and miscellaneous manufacturing industry groups. In each of these industry groups, at least a fourth of the agreements analyzed contained such provisions.

Paid washup allowances occurred almost twice as often as cleanup time, and more than four times as frequently as allowances for clothes-changing time.

Slightly over a third of the agreements containing cleanup, washup, or clothes-changing time provisions limited these allowances to specific jobs, crafts, or departments (table 1). In the local transportation industry, for example, only operators were paid for time spent in getting ready for work and in making necessary reports, etc., prior to quitting work for the day. In other industries, where coverage of the provisions was

limited, they applied to groups of workers performing work considered to be a health hazard or extremely dirty, such as spray painters, employees working with irritating or unusually dirty materials, employees working with carbon black, and foundry workers.

### Paid Washup Time

Provisions for paid personal washup periods were found in some agreements in virtually every manufacturing industry group. However, slightly over half of the 195 agreements with such provisions were concentrated in the chemicals and allied products, fabricated metal products, machinery (except electrical), and transportation equipment industries. Only about 5 percent of the agreements providing paid washup time applied to nonmanufacturing establishments.

TABLE 2.—*Period of workday and total time allowed for washup, cleanup, and clothes changing in collective-bargaining agreements, 1952-53*

Allowances	Type of provision					
	Cleanup time		Washup time		Clothes-changing time	
	Agreements	Workers (in thousands)	Agreements	Workers (in thousands)	Agreements	Workers (in thousands)
Number with provision <sup>1</sup> .....	103	<sup>2</sup> 307.3	195	<sup>2</sup> 337.7	43	<sup>2</sup> 227.2
<i>Period of workday</i>						
Before starting work and before quitting.....	<sup>3</sup> 23	45.6	-----	-----	11	43.7
Before lunch and before quitting.....	5	24.8	65	104.4	1	2.1
Before lunch.....	-----	-----	4	3.5	-----	-----
Before quitting.....	61	205.8	89	157.7	3	2.4
After completing a specific job.....	1	2.8	3	9.0	2	2.0
Varies by occupation, job or department.....	-----	-----	4	7.3	-----	-----
Other <sup>4</sup> .....	13	28.3	30	55.8	26	177.0
<i>Total time</i>						
Less than 5 minutes.....	1	.3	3	2.1	-----	-----
5 minutes.....	19	71.6	40	54.1	-----	-----
More than 5 but less than 10 minutes.....	-----	-----	7	18.2	-----	-----
10 minutes.....	5	5.9	58	36.5	1	1.3
More than 10 but less than 15 minutes.....	-----	-----	2	.8	19	110.9
15 minutes.....	9	14.9	13	27.9	4	5.6
More than 15 minutes.....	13	19.4	6	7.3	2	2.2
Amount varies with occupation or job.....	8	23.6	21	27.0	-----	-----
Single time allowance for 2 or more types of provisions.....	11	39.9	16	45.9	5	4.9
"Reasonable," "sufficient," etc.....	22	96.2	6	13.3	3	2.3
Other <sup>4</sup> .....	15	35.4	23	54.6	9	100.0

<sup>1</sup> The total number of agreements and workers are nonadditive; 30 agreements in the sample contained more than one type of provision.

<sup>2</sup> Includes all employees covered by agreements with such provisions.

<sup>3</sup> Includes 22 transportation agreements; 19 of these cover local railway and buslines.

<sup>4</sup> Includes agreements which did not specify the scheduling or the amount of the time allowance, or both.

Washup time was limited to a single period immediately prior to the end of the day's work in 45 percent of the agreements with such provisions (table 2). Two periods—one before lunch and the other before quitting time—were provided in a third of the agreements.

A washup allowance of 10 minutes daily was specified in 30 percent of the contracts with this provision and one of 5 minutes in 20 percent (table 2). Of such agreements, about 10 percent allowed 15 minutes or more daily. The amount of time granted in some agreements varied with the employee's occupation or the nature of the job he was doing; other agreements provided "reasonable" or "sufficient" time for personal cleanup or merely referred to such activities without any details. An agreement covering the manufacture of electrical products provided for a half-hour weekly bath period to specified employees in addition to daily washup and clothes-changing time.

### Paid Cleanup Time

Only 103 agreements provided a paid allowance for cleaning up or preparing the machine or work station. These agreements were concentrated chiefly in the tobacco manufacturing, petroleum refining, and transportation industries.

As might be expected, cleaning up the work station on company time was limited in most cases to the period immediately prior to quitting time (table 2). This was true in the petroleum refining industry, for example, as illustrated by the following clause:

Reasonable time shall be allowed for employees to return tools and other company equipment at the end of the shift on company time, taking due account of the distance of their work from the checking-in point and the nature of the tools to be handled.

An allowance prior to commencing work was specified, with one exception, only in transportation agreements, most of which covered local trolley or bus lines. These almost uniformly provided for a short preparatory period with pay prior to commencing runs as well as another period at the end of the workday for turning in receipts and completing reports.

Slightly more than a third of the agreements with cleanup-time provisions did not state speci-

cally the amount of time allowed for such activities, referring either to "reasonable" or "sufficient" time or containing no description whatsoever (table 2). About 20 percent of the agreements with paid cleanup-time provisions specified a 5-minute period for this purpose. More than 15 minutes was provided in about 13 percent of the agreements with such provisions.

### **Paid Clothes-Changing Time**

Forty-three agreements contained provisions for changing clothes on company time. Such provisions were found only in agreements for manufacturing industries, principally in those for meatpacking and industrial chemicals.

Most of the 43 agreements containing clothes-change provisions did not indicate the time of the workday when such activity was authorized (table 2). Although it may be assumed that in most cases time was allowed at the beginning of the workday and prior to the end of the shift, only a fourth of the agreements stated this explicitly. The meatpacking agreements, for example, typically allowed a total of 12 minutes each day for

changing clothes, usually before starting to work and at quitting time.

An agreement covering the manufacture of storage batteries permitted some employees to change work clothes before lunch as well as at quitting time, as in the following clause:

All male employees who are furnished dust uniforms are required to wash up and also change their outer clothing and shoes each day, before lunch and at quitting time. Employees on certain specified jobs must take one shower bath per week on company time.

It is a condition of continued employment that the time allotted for the purposes referred to above is used for such purposes and any failure to comply with these regulations will be cause for disciplinary action in accordance with the rules for hourly employees (revised).

No agreement specified less than 10 minutes per day for changing clothes (table 2). About 15 percent of the agreements, covering primarily small firms, provided a clothes-change allowance of 15 minutes or more. Instead of a time allowance, one agreement in the meatpacking industry granted employees a weekly bonus of \$1.50 to cover clothes changing and special clothing.

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## Paid Rest-Period Provisions in Union Agreements, 1952-53

PAID REST PERIODS during regular working hours were provided by nearly one-fourth (417) of a total of 1,842 collective bargaining agreements analyzed in a recent Bureau of Labor Statistics study. About 6.3 million workers were covered by the agreements analyzed; the agreements with paid rest-period provisions covered approximately 1.6 million workers, but many agreements limited the practice to specific categories within the bargaining unit.<sup>1</sup>

The benefits derived from granting paid rest periods to workers gained recognition during World War I. Many employers found that a rest period, breaking the monotony of repetitive operations, counteracted production-line fatigue and actually resulted in a higher volume and quality of total daily output and in reducing spoilage. Experience with paid rest-period provisions, during World War I and subsequently, led to their wider adoption. In recent years, paid rest periods have increasingly become a subject for collective bargaining.

Several factors contribute to the formalization of rest periods—primarily the psychological and physical demands of modern industry upon workers and the requirements of plant operation or discipline. Unrelieved fatigue, whether physical or mental, may adversely affect safety and the quality and quantity of output. From the psychological standpoint, monotony and routine tend to dull alertness; for physical health, a “break” from work is required by employees engaged in heavy manual labor and by those whose work pace is determined by the machine. The health and safety factors are also important in other kinds of jobs, for example, in the case of painters working in closed spaces where fresh air is not available.

The choice between allowing workers to take a rest period when and as long as they require it and formally setting aside a fixed period for that purpose depends largely upon requirements of plant operation or discipline in preventing abuses. Adoption of formal provisions often permits more efficient scheduling of plant operations, particu-

larly where constant attendance at machines and work stations is required. The need for formalizing the practice tends to grow correspondingly with increased size of establishment. The incorporation of a rest-period provision into a collective bargaining agreement is an act of formalization that also places some responsibility upon union officials to prevent abuses. Moreover, the development of provisions outlining the duration, scheduling, and other conditions of such time allowances tends to minimize disputes over these working conditions.

Even in plants covered by collective bargaining contracts, absence of a specific paid rest-period provision does not necessarily mean that this practice is not observed. Often, company policy permits rest pauses, but these practices may not be written into the agreement. Often, too, the nature of the work permits intermittent breaks for rest and relief—“coffee breaks,” timeout, smoking breaks, “spellout”—either on a formal or informal basis.

Actually, rest or relief periods without loss of pay are more common in American industry than is indicated by the Bureau’s findings based on analysis of union contracts. The Bureau’s study, for example, did not include “personal allowance” or “relief” time generally provided under wage-incentive systems in determining time or production standards. Many of the agreements which provided for rest periods specifically indicated, with respect to piece-rate or incentive workers, that time allowances for this purpose were included in calculating time standards or incentive rates.

Women must be given a rest period under the laws or minimum-wage orders effective in 8 States—Arizona, California, Colorado, Nevada, Oregon, Utah, Washington, and Wyoming. Most of these provide for a 10-minute rest period within a half-day’s work.<sup>2</sup>

<sup>1</sup> The agreements in the study, current as of August 1952 or later, were selected from the Bureau’s current file of union contracts on the basis of industry, union, and regional representation. Agreements for the airline and railroad industries (except for the Railway Express Agency) are not collected by the Bureau and therefore are not included. No agreement negotiated in the fall of 1953 or later was included in this study.

For seasonal industries, the number of workers covered generally includes short-term workers employed at the peak of the season, in addition to regular, year-round employees.

This survey does not include rest periods occurring or provided during nonregular or overtime hours.

<sup>2</sup> Summary of State Labor Laws for Women, 1953. Publication D-66. Women’s Bureau, U. S. Department of Labor (processed, July 1, 1953, p. 3).

TABLE 1.—*Proportion of collective bargaining agreements containing paid rest-period provisions, and workers covered, 1952-53,<sup>1</sup> by industry group*

Industry group	Agreements studied		Percent with paid rest-period provisions <sup>2</sup>	
	Number	Workers covered (in thousands)	Agreements	Workers covered <sup>3</sup>
All industries.....	1,842	6,268.4	22.6	25.4
<b>MANUFACTURING.....</b>	<b>1,345</b>	<b>4,169.0</b>	<b>24.4</b>	<b>24.8</b>
Food and kindred products.....	131	321.8	52.7	72.1
Tobacco.....	15	28.3	20.0	8.5
Textile-mill products.....	133	183.7	7.5	4.4
Apparel and other finished textile products.....	61	390.7	4.9	.3
Lumber and timber basic products.....	32	16.1	21.9	25.2
Furniture and finished wood products.....	42	63.3	47.6	20.3
Paper and allied products.....	56	88.2	21.4	32.8
Printing and publishing.....	52	47.2	1.9	.8
Chemicals and allied products.....	73	84.1	32.9	34.5
Petroleum and coal products.....	25	64.2	8.0	2.7
Rubber products.....	19	127.9	31.6	21.2
Leather and leather products.....	32	48.2	21.9	7.9
Stone, clay, and glass products.....	53	98.5	22.6	26.3
Primary metal industries.....	97	551.8	12.4	31.7
Fabricated metal products.....	110	176.1	34.5	39.1
Machinery (except electrical).....	160	334.1	16.9	22.6
Electrical machinery.....	75	350.7	32.0	18.7
Transportation equipment.....	105	1,110.9	26.7	22.6
Professional and scientific instruments.....	26	44.5	23.1	11.0
Miscellaneous manufacturing.....	48	38.7	35.4	34.7
<b>NONMANUFACTURING.....</b>	<b>497</b>	<b>2,099.4</b>	<b>17.9</b>	<b>26.6</b>
Mining, crude petroleum, and natural gas production.....	36	512.9	2.8	( <sup>4</sup> )
Transportation <sup>5</sup> .....	104	301.0	9.6	7.0
Communications.....	64	521.6	56.3	69.5
Utilities: electric and gas.....	57	145.6	1.8	2.4
Wholesale and retail trade.....	95	127.1	14.7	19.3
Hotels and restaurants.....	22	98.1	27.3	78.0
Services.....	65	119.1	27.7	42.9
Construction.....	47	252.0	6.4	7.1
Miscellaneous nonmanufacturing.....	7	22.0	.....	.....

<sup>1</sup> See footnote 1 to text.

<sup>2</sup> For number of agreements with paid rest-period provisions, and number of workers covered by those agreements, see table 5.

<sup>3</sup> Includes total number of workers in bargaining units covered by the agreements providing paid rest periods. Many contracts, however, restrict these provisions to women, particular occupational groups, specific workers or departments, etc.

<sup>4</sup> Less than 0.1 percent.

<sup>5</sup> Excludes railroads (except or Railway Express Agency) and airline industries.

## Prevalence of Paid Rest Periods, by Industry

In a comparison by industry group, manufacturing industries accounted for almost four-fifths of the 417 agreements with paid rest periods. Nearly a fourth of the manufacturing agreements studied, and slightly less than a fifth of the non-manufacturing agreements, contained such provisions (table 1).

Paid rest periods were provided in more than half of the agreements in the food and kindred products and communications industries. Meat-packing agreements accounted for the preponderance of such clauses in the food industry group.

The prevalence of rest-period provisions in communications could be attributed to the large proportion of women employed and the service requirements of that industry.

Between 30 and 50 percent of the agreements in six other industry groups—all in manufacturing—provided paid rest periods: furniture and finished wood products; chemicals and allied products; rubber products; fabricated metal products; electrical machinery; and the miscellaneous group.

## Types of Employees Covered

Although the 417 agreements with paid rest periods covered about 1.6 million workers, not all benefited by such allowances. A total of 371 of these agreements indicated the extent to which paid rest periods were to be given to all employees, to women only, or to employees in certain jobs or occupations only. Of these 371, a fourth restricted rest periods to women only or to employees in specific occupations or departments (table 2). Eleven percent of the agreements did not specifically define the employees covered by the clause; most of these stated only that present practices regarding rest periods would be continued during the term of the contract.

The specific occupations granted rest periods generally were on continuous operations requiring relief workers to tend machines or work stations, "highly fatiguing," or "continuous repetitive" jobs, painting in closed spaces, etc. Illustrative clauses follow:

TABLE 2.—*Paid rest-period provisions in collective bargaining agreements, 1952-53, by type of workers covered*

Types of workers covered	Number of—		Percent of—	
	Agreements	Workers (in thousands) <sup>1</sup>	Agreements	Workers <sup>1</sup>
Total with paid rest-period provisions.....	417	1,589.8	100.0	100.0
Type of workers indicated.....	371	1,212.9	89.0	76.3
All employees in bargaining unit.....	278	866.2	66.7	54.5
Women only.....	53	189.5	12.7	11.9
Specific occupations or departments.....	40	157.2	9.6	9.9
Type of workers not indicated.....	46	376.9	11.0	23.7
Present practices continued.....	33	297.4	7.9	18.7
Other provisions.....	13	79.5	3.1	5.0

<sup>1</sup> Total number of workers covered by agreements providing paid rest periods.

There shall be two 10-minute rest periods per turn on machine- and conveyor-paced operations, one on each half-turn.

\* \* \*

The Company shall continue its present practice of granting two 10-minute rest periods during a regular 8-hour shift on highly fatiguing operations.

\* \* \*

The principle of rest periods for all female employees will be recognized by the Company on all continuous, repetitive-type jobs.

Under several laundry agreements, rest periods were granted during the summer months only.

### Duration, Number, and Timing of Rest Periods

The total time allowance for rest periods was from 20 to 30 minutes per day or full shift in slightly over 60 percent of the 417 agreements with such provisions (table 3). This pattern was equally prevalent in manufacturing and nonmanufacturing industries.

Almost one-fifth of the agreements which contained references to rest periods gave no details as to the length of the period. A few varied the length of the rest period for different classifications of workers, or specified the duration of such periods, but in amounts which did not fall into common patterns.

TABLE 3.—Total time allowance for paid rest periods per workday in collective bargaining agreements, 1952-53

Total time allowance <sup>1</sup>	Number of—		Percent of—	
	Agreements	Workers (in thousands) <sup>2</sup>	Agreements	Workers <sup>2</sup>
Total with paid rest-period provisions.....	417	1,589.8	100.0	100.0
Less than 10 minutes.....	1	.1	.2	( <sup>3</sup> ) 4.3
10 minutes.....	37	67.8	8.9	
More than 10, but less than 15 minutes.....	2	1.5	.5	.1
15 to less than 20 minutes.....	25	30.3	6.0	1.9
20 minutes.....	156	377.2	37.4	23.7
More than 20, but less than 30 minutes.....	19	58.4	4.6	3.7
30 minutes.....	80	379.5	19.2	23.9
Over 30 minutes.....	3	15.3	.7	1.0
Varies by occupation.....	13	142.2	3.1	8.9
Other <sup>4</sup> .....	81	517.5	19.4	32.5

<sup>1</sup> Indicates the total time allowance granted for rest periods during the workday or full shift.

<sup>2</sup> Total number of workers covered by agreements providing paid rest periods.

<sup>3</sup> Less than 0.1 percent.

<sup>4</sup> Includes agreements which specify the number of paid rest periods, but do not indicate the time allowance; agreements which merely state that present practices will be continued; that rest periods will be granted in accordance with the law or that reasonable or equitable rest periods will be granted; and agreements which refer to rest periods but give no details.

TABLE 4.—Number and frequency of paid rest periods per workday provided in collective bargaining agreements, 1952-53

Number and frequency of rest periods	Number of—	
	Agreements	Workers (in thousands) <sup>1</sup>
Total with paid rest-period provisions.....	417	1,589.8
Agreements specifying number of rest periods.....	337	1,108.4
One rest period.....	49	89.7
1st half-shift.....	28	37.0
2d half-shift.....	4	13.9
Timing not indicated.....	17	38.8
Two rest periods.....	280	978.1
1st and 2d half-shifts.....	230	809.6
Timing not indicated.....	50	168.5
Rest periods after specified number of hours worked.....	8	40.6
After every hour.....	2	9.5
After every 2 hours.....	4	9.6
After every 2½ hours.....	1	18.0
After every 3 hours.....	1	3.5
Agreements not specifying number of rest periods <sup>2</sup> .....	80	481.4

<sup>1</sup> Total number of workers covered by agreements providing paid rest periods.

<sup>2</sup> Includes agreements which vary the number of rest periods for different classifications or according to work schedules; those which specify total time allowance but not frequency; and agreements which merely state that present practices will be continued or refer to rest periods but give no details.

The most prevalent practice was to provide two rest periods per full shift. Over four-fifths of the agreements which specified the number of rest periods contained such a provision. About four-fifths of the 280 clauses specifying 2 rest periods made explicit provision for scheduling a rest period in each half-shift. The others mentioned two periods but did not indicate their timing (table 4).

Occasionally, rest periods were to be provided at set intervals: every hour, or, in some cases, every 2, 2½, or 3 hours, as in the following clause:

The practice of giving 5-minute rest periods out of every 2 hours shall continue wherever this is in effect in the plant at the present time.

Usually, the morning and afternoon rest periods were of equal length. In some cases, however, they were of unequal length, the shorter rest period occurring in the afternoon in nearly all such instances.

Employees working not more than 8 hours a day shall have a 15-minute rest period in the morning and a 10-minute rest period in the afternoon . . .

In cases where only one formal rest period was granted, over half of the agreements scheduled it for the first half-shift; a few specified the second work period; and the others failed to indicate the timing.

Ten-minute rest periods were most common, appearing in 55 percent of the agreements specifying the length of the rest period (329). Such periods were specified in about 1 out of every 2 manufacturing agreements providing paid rest periods, and 1 out of every 6 nonmanufacturing agreements (table 5). The proportions were reversed with respect to 15-minute rest periods for nonmanufacturing and manufacturing. The transportation and communications industries, particularly, made use of 15-minute rest periods.

### Rest-Period Scheduling

Scheduling of rest periods was discussed in about half of the agreements. Most commonly,

the rest-period time was to be set by the company, although some agreements provided for scheduling by joint decision of company and union. A few listed the specific time of the rest periods.

A number of agreements included provisions apparently designed to schedule the rest periods so as to break up the workday at relatively equal intervals. Some, for example, specified that rest periods were to be scheduled as nearly as possible midway in the half-shift. Others required that these time breaks occur not later than from 2½ to 3½ hours after start of the work period, or not earlier than from three-quarters of an hour to 2½ hours after the start. A few provided for staggering of rest periods, in order to prevent disruption of production or overburdening of cafeteria facilities. Illustrative provisions follow:

TABLE 5.—Duration and number of paid rest periods provided in collective bargaining agreements, 1952-53, by industry group

Industry group	Number with paid rest-period provisions		Distribution of agreements and workers according to rest-period provision												Other	
			5 minutes each				10 minutes each				15 minutes each					
	Agreements	Workers (in thousands)	1 rest period		2 rest periods		1 rest period		2 rest periods		1 rest period		2 rest periods		Agreements	Workers (in thousands)
			Agreements	Workers (in thousands)	Agreements	Workers (in thousands)	Agreements	Workers (in thousands)	Agreements	Workers (in thousands)	Agreements	Workers (in thousands)	Agreements	Workers (in thousands)		
All industries.....	417	1,589.8	1	0.6	10	30.2	27	37.3	153	373.8	17	23.3	79	373.7	130	750.9
<b>MANUFACTURING.....</b>	<b>328</b>	<b>1,032.1</b>	<b>1</b>	<b>.6</b>	<b>10</b>	<b>30.2</b>	<b>25</b>	<b>25.9</b>	<b>139</b>	<b>343.6</b>	<b>14</b>	<b>10.6</b>	<b>39</b>	<b>123.9</b>	<b>100</b>	<b>497.3</b>
Food and kindred products.....	69	232.1														
Tobacco.....	3	2.4			3	2.4	1	.2	28	128.4	1	.9	14	19.2	25	83.4
Textile-mill products.....	10	8.1							4	2.8			1	1.3	5	4.0
Apparel and other finished textile products.....	3	1.4					1	.6	2	.8						
Lumber and timber basic products.....	7	4.0					1	.8	4	2.1					2	1.1
Furniture and finished wood products.....	20	12.9					5	3.9	6	3.9	3	1.1			6	4.0
Paper and allied products.....	12	28.9					1	.2	3	13.9	2	3.1	2	2.0	4	9.7
Printing and publishing.....	1	.4													1	.4
Chemicals and allied products.....	24	29.0			1	.7	1	.2	11	13.8			10	13.3	1	1.0
Petroleum and coal products.....	2	1.8							2	1.8						
Rubber products.....	6	27.1							2	3.2			1	.9	3	23.0
Leather and leather products.....	7	3.8					2	.7	2	.9	1	.3			2	1.9
Stone, clay, and glass products.....	12	25.9							7	4.0					5	21.9
Primary metal industries.....	12	175.1					1	1.0	2	2.1	2	1.4			7	170.6
Fabricated metal products.....	38	68.9	1	.6	1	.3	2	2.0	17	13.5	2	1.3	4	32.0	11	19.2
Machinery (except electrical).....	27	75.6			2	1.2	2	1.4	9	12.8			5	18.5	9	41.7
Electrical machinery.....	24	65.4					2	1.2	16	52.7					6	11.5
Transportation equipment.....	28	251.0			2	25.3	4	10.9	9	75.8			2	36.7	11	102.3
Professional and scientific instruments.....	6	4.9					1	.3	3	2.5	1	1.1			1	1.0
Miscellaneous manufacturing.....	17	13.4			1	.3	1	2.5	12	8.6	2	1.4			1	.6
<b>NONMANUFACTURING.....</b>	<b>89</b>	<b>557.7</b>					<b>2</b>	<b>11.4</b>	<b>14</b>	<b>30.2</b>	<b>3</b>	<b>12.7</b>	<b>40</b>	<b>249.8</b>	<b>30</b>	<b>253.6</b>
Mining, crude petroleum, and natural gas production.....	1	.4					1	.4								
Transportation <sup>1</sup> .....	10	21.1							2	1.6			6	16.5	2	3.0
Communications.....	36	362.7							1	3.5			28	229.4	7	129.8
Utilities: electric and gas.....	1	3.5													1	3.5
Wholesale and retail trade.....	14	24.6							5	10.8	1	.7	1	1.8	7	11.3
Hotels and restaurants.....	6	76.5											1	.5	5	76.0
Services.....	18	51.1					1	11.0	5	6.8	2	12.0	4	1.6	6	19.7
Construction.....	3	17.8							1	7.5					2	10.3
Miscellaneous nonmanufacturing.....																

<sup>1</sup> Includes total number of workers in bargaining units covered by the agreements providing paid rest periods.

<sup>2</sup> Includes 55 agreements which refer to rest periods, but with insufficient or no details, and 33 which merely state that present practices will be continued. In the remaining 42 agreements the length of each rest period varies

as between morning and afternoon; or the length of each rest period is other than 5, 10, or 15 minutes; or the length of the rest period varies for different job classifications or categories of workers; etc.

<sup>3</sup> Excludes railroads (except for Railway Express Agency) and airline industries.

All employees coming under this Agreement shall be given a 10-minute rest and smoking period during the first half and second half of each shift. Each period to be taken at a time agreed upon by the Company and the Grievance Committee.

\* \* \*

Such rest periods may be staggered so as to cause a minimum interference with the operations of the plant, but no employee shall be required to take such rest period earlier than 1½ hours after the start of the shift or later than 1 hour before the lunch period.

Relatively few agreements required that employees work a specified number of continuous hours—varying from 1½ to 4 hours per half-shift or from 5 to 8 hours per shift—in order to qualify for the rest-period allowances. For example:

(a) A rest period of 10 minutes shall be allowed in the forenoon providing the employee is required to work 3½ hours or longer before the lunch period.

(b) A rest period of 10 minutes shall be allowed in the afternoon providing the employee is required to work 3½ hours or longer after the lunch period.

When employees are required to work hours less than those stated above no spellout or rest period shall be granted.

### Rest-Period Regulations

Rules designed to secure compliance with the time limits set for rest periods, or to maintain order and discipline so as to minimize interruptions to production, or general statements cautioning against abuse, were prescribed in about three-fourths of the agreements with paid rest-period provisions.

To insure against employees overstaying their rest period, some agreements required them to return to their workplaces within the time set. Signals designating the start and end of the rest period were occasionally mentioned. Other agreements, without referring to such mechanical details, included statements that rest-period privileges were not to be abused. If abuses were shown, rest periods could be discontinued, according to some contracts; in some, however, only if the abuse continued after the union had been apprised of the abuse or of possible cancellation of the rest period. Specific reference to discipline for exceeding the time limits or for violating other rest-period conditions was included in a few agree-

ments. Pay deductions for exceeding the designated time allowance were specified in two agreements—in one case amounting to slightly more, and in the other, slightly less, than the amount of pay for the length of the rest period. The instructions were in these words:

These rest periods may be discontinued at any time the employees may abuse the privilege, but before discontinuing them, the Company will consult with the Union.

\* \* \*

Employees shall be given a 10-minute rest period each day commencing at 9:30 a. m., ending at 9:40 a. m. Employees will stay on their jobs until a signal is sounded announcing the beginning of the period. During such rest period the employees shall be free to leave their workplace, smoke in the areas designated in the plant rules, and eat their lunch. A signal shall be sounded 2 minutes prior to the expiration of the period and employees shall be at their places of work when the final signal is sounded. The provisions for a rest period as herein set out are agreed to by the Company upon the understanding that the employees assume responsibility for return to their places of work by the expiration of the specified rest period, and if such privilege is abused by the employees to such extent that the same cannot be enforced by individual discipline the Company will call the matter to the attention of the Union, and if such abuses continue after the Union has received such notice the Company may discontinue rest periods.

To prevent undue crowding, confusion, or interference with other employees, or to avoid fire hazards, the following types of conditions often were specified: specific smoking or eating areas were designated; employees were required to remain on the premises, in their department, or on their floor (in one instance, this was limited to custodial employees); workers were barred from entering any department where other employees were at work; or a general restriction on unduly congregating or holding meetings was included. Two agreements required that employees refrain from interfering with or discouraging any employee who wished to work during the rest period. Several others provided that exceptions to the formal rest-period practices could be made by mutual agreement in individual cases.

—ABRAHAM WEISS AND ROSE THEODORE  
Division of Wages and Industrial Relation