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Selected Collective Bargaining Clauses

Bulletin No. 1181  
UNITED STATES DEPARTMENT OF LABOR  
James P. Mitchell, *Secretary*

BUREAU OF LABOR STATISTICS  
Aryness Joy Wickens, *Acting Commissioner*





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## Prevalence and Characteristics of Selected Collective Bargaining Clauses

Military-Service Payments  
Paid Jury Leave  
Paid Leave on Death in Family  
Reporting and Call-Back Pay

**Bulletin No. 1181**

June 1955

**UNITED STATES DEPARTMENT OF LABOR**

**James P. Mitchell, Secretary**

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## 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.

The studies included in this bulletin were based upon analysis of a representative sample of over 1,700 collective bargaining agreements (covering over 6 million workers) selected from the Bureau's file of contracts.

These reports were prepared by members of the staff of the Division of Wages and Industrial Relations.



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# Military-Service Payments in Union Agreements, 1953

EMPLOYER PAYMENTS to workers entering the Armed Forces or for time off for National Guard or Reserve Corps duty (other than active military service) were provided for in about a tenth of the 1,737 labor-management agreements (covering over 6 million workers) analyzed by the Bureau of Labor Statistics.<sup>1</sup> Moreover, some employers, as a matter of company policy, may make such payments even though no provision of this type is incorporated in their labor agreements. Of the agreements having such provisions, 105 granted military bonuses to workers entering the Armed Forces, 56 provided pay to employees on short tours of temporary (active) duty, and 21 provided for both types of payments.<sup>2</sup> (See table 1.)

Payments to employees entering regular or temporary military service were provided by 138 manufacturing and 44 nonmanufacturing agreements, or about 10 percent of those analyzed in each industry division. Such allowances were most frequent in the communications (44 percent of the agreements studied), electrical machinery (31 percent), and chemicals and allied products (23 percent) industry groups.

Military-service allowances in agreements are of three basic types: a flat bonus or lump-sum payment, expressed either as a specified dollar amount or as a multiple of a week's or month's pay; an

<sup>1</sup> The agreements in the study, current as of January 1, 1953, or later, were selected from the Bureau's current file of union contracts on the basis of industry, union, and geographic representation. Agreements for the airline and railroad industries are not collected by the Bureau and, therefore, are not included in the study.

<sup>2</sup> Payments of accrued vacation pay to inducted employees are not covered in this report.

TABLE 1.—Types of military-service payments provided in collective bargaining agreements, 1953, by industry group

Industry group	Number studied		Agreements with pay provisions for—					
	Agreements	Workers (thousands)	Regular military service only		Temporary (active) duty only <sup>1</sup>		Regular military service and temporary (active) duty	
			Agreements	Workers <sup>2</sup> (thousands)	Agreements	Workers <sup>2</sup> (thousands)	Agreements	Workers <sup>2</sup> (thousands)
All industries.....	1,737	6,366.7	105	224.8	56	249.4	21	127.3
<b>MANUFACTURING</b> .....	1,267	4,304.3	90	175.4	38	119.5	10	23.4
Food and kindred products.....	120	309.3	2	1.9	3	6.6	1	2.0
Tobacco manufactures.....	14	32.7	—	—	—	—	—	—
Textile-mill products.....	113	182.0	8	22.7	1	4.0	—	—
Apparel and other finished textile products.....	54	364.4	1	.5	—	—	—	—
Lumber and timber basic products.....	26	21.6	1	.3	—	—	—	—
Furniture and finished wood products.....	32	55.2	1	.5	—	—	—	—
Paper and allied products.....	46	95.9	—	—	4	6.6	2	3.4
Printing and publishing.....	46	46.6	3	2.3	—	—	—	—
Chemicals and allied products.....	70	97.8	13	17.3	2	4.2	1	1.4
Petroleum and coal products.....	24	67.3	1	1.5	1	11.3	3	12.5
Rubber products.....	20	131.7	1	.9	—	—	—	—
Leather and leather products.....	30	53.0	2	1.0	—	—	—	—
Stone, clay, and glass products.....	50	102.9	3	21.1	—	—	—	—
Primary metal industries.....	99	596.9	7	9.4	1	2.4	1	.5
Fabricated metal products.....	96	178.9	8	10.4	2	2.2	—	—
Machinery (except electrical).....	164	341.6	14	31.1	3	9.1	1	1.4
Electrical machinery.....	78	375.5	13	25.5	10	51.5	1	2.2
Transportation equipment.....	114	1,162.0	3	8.5	7	16.0	—	—
Instruments and related products.....	24	44.0	4	15.6	—	—	—	—
Miscellaneous manufacturing.....	43	45.0	5	4.9	3	5.3	—	—
<b>NONMANUFACTURING</b> .....	470	2,062.4	15	49.4	18	129.9	11	103.9
Mining, crude-petroleum, and natural-gas production.....	33	514.2	1	1.1	—	—	—	—
Transportation <sup>3</sup> .....	85	218.3	1	1.2	—	—	—	—
Communications.....	63	504.8	8	39.7	10	96.6	10	100.3
Utilities: electric and gas.....	60	154.9	3	6.0	7	32.2	1	3.6
Wholesale trade.....	22	23.0	—	—	—	—	—	—
Retail trade.....	63	124.2	—	—	—	—	—	—
Hotels and restaurants.....	25	105.9	—	—	—	—	—	—
Services.....	61	122.1	2	1.4	—	—	—	—
Construction.....	53	273.0	—	—	—	—	—	—
Miscellaneous nonmanufacturing.....	5	22.0	—	—	1	1.1	—	—

<sup>1</sup> By members of the National Guard, State Militia, Naval Militia, and reserve components of the Armed Forces.

<sup>2</sup> Total number of workers in bargaining units covered by contracts providing military-leave payments for regular service or temporary (active) duty.

<sup>3</sup> Excludes railroad (including Railway Express Agency contracts) and air line industries.

allowance graduated according to length of company service (and, occasionally, according to the employee's marital status); or payment, for a limited period, of the difference between military pay and the employee's regular pay with the company (salary continuation plan).<sup>3</sup> A lump-sum payment, whether the same for all employees or graduated according to length of service, was the most common type of payment for extended service in the Armed Forces. In contrast, wage or salary continuation plans were invariably used for paid annual or special short-term (emergency) tours of reserve or military duty.

<sup>3</sup> Some agreements covering newspaper publishing provide, in addition to a military-service bonus, for payment of dismissal pay to an employee who suffers physical disability while in the armed services "which renders him incapable of resuming his employment . . ." or to the beneficiary of an employee who dies while in service. In calculating the amount of dismissal pay, credit is given for time served in military duty.

TABLE 2.—Maximum amounts of military-leave payments under collective bargaining agreements, 1953, for employees entering the Armed Forces, by type of payment

Maximum amounts payable	Type of payment							
	Fixed bonus		Amount graduated by length of service		Salary continuation or "make-up" plan		Other	
	Agreements	Workers <sup>1</sup> (in thousands)	Agreements	Workers <sup>1</sup> (in thousands)	Agreements	Workers <sup>1</sup> (in thousands)	Agreements	Workers <sup>1</sup> (in thousands)
All agreements.....	66	115.4	35	85.7	22	148.2	3	2.8
Dollar amounts:								
\$21.00.....	1	.9						
\$25.00.....	2	1.0						
\$35.00.....	1	.4						
\$40.00.....	1	1.0						
\$50.00.....	3	4.9						
\$60.00.....	1	.2						
\$75.00.....	2	3.4						
\$100.00 <sup>2</sup> .....	2	2.7						
\$150.00.....	2	1.8						
\$1,000.00.....			1	.3				
Based on pay multiple:								
16 hours' pay.....	1	.7						
1 week's pay.....	25	57.8	1	.6				
2 weeks' pay <sup>2</sup> .....	7	9.3	10	22.8				
3 weeks' pay.....	1	1.0						
4 weeks' pay <sup>3</sup> .....	6	4.8	13	36.8				
8 weeks' pay <sup>3</sup> .....			3	7.3	1	1.0		
13 weeks' pay <sup>3</sup> .....			1	1.4				
1 month's pay <sup>3</sup> .....	9	22.6	2	1.2	2	6.8		
2 months' pay <sup>2,3</sup> .....	1	1.5	2	12.4				
3 months' pay <sup>3</sup> .....					18	140.1		
4 months' pay.....					1	.3		
6 months at half pay.....	1	1.4						
Other.....			2	2.9			3	2.8

<sup>1</sup> Total number of workers in bargaining units covered by contracts providing military-leave payments for regular service in the Armed Forces.

<sup>2</sup> Includes 1 agreement in which one-half the payment was made upon induction, the remainder after the returning veteran completed a specified period of active service with the company.

<sup>3</sup> Although 4, 8, or 13 weeks are commonly construed as referring to 1, 2, or 3 months, respectively, they have been listed separately to indicate the varied agreement terminology used in expressing such allowances. For example, some agreements equated 1 month with 170 or 173 hours' pay and 1 defined it as 4½ standard weeks' pay.

<sup>4</sup> Includes 1 agreement with 200 workers which also varied the payment according to the employee's marital status.

<sup>5</sup> Includes 1 agreement which graduated the military-leave bonus up to 40 hours' pay and, in addition, granted 10 hours' pay for each additional 12 months' company service over 23 months; and another agreement in which

## Regular Military Duty

In the 126 agreements which provided for military-service payments beyond accrued wages or salary to drafted or enlisted employees, fixed or uniform payments were almost twice as frequent as allowances graduated according to length of service and three times as frequent as wage or salary continuation plans (table 2).

*Type of Payments.* The fixed bonus type of payment was expressed either as a flat sum or, more commonly, as an amount equal to one week's pay or more. Fixed dollar allowances ranged from \$21 to \$150 in the 15 agreements with such provisions. No single amount predominated. One week's pay was specified in half the 51 agreements which granted workers a fixed military-service allowance as a multiple of a week's earnings, al-

a "Military Service Award" was graduated up to a \$40 maximum, depending upon the time of year the employee left for service: \$10 awarded if inducted after summer vacation money paid and before Oct. 1; \$20 if inducted between Oct. 1 and Jan. 1; \$40 if inducted after Jan. 1.

<sup>6</sup> Includes 1 agreement which (in addition to providing 1 week's pay to employees who complete probation but have less than 1 year's service) paid employees with more than 1 year's service \$10 per month for military service performed outside United States limits and \$5 per month for military service performed within the United States, "until discharge, total disability, death, cessation of hostilities or armistice, whichever shall first occur"; 1 which granted 2 weeks' pay at the start of the employee's military leave, plus monthly payments for 12 months amounting to 10 percent of the employee's base monthly pay; and 1 agreement which stated that present military-leave pay practices would be continued.

though the range of such payments varied from 16 hours' pay to 3 months' pay, or its equivalent. An example of a fixed or uniform military-service bonus provision follows:

If any regular employee eligible for vacation is inducted into the service of the Armed Forces of the United States, the company shall pay him at the time he leaves his employment, a sum equal to 1 week's pay, plus his accrued vacation pay, if any.

Payments graduated according to an employee's length of service at the time of induction were provided in 35 agreements. Most commonly, the maximum amounts payable were not to exceed 4 weeks' or 1 month's pay (15 agreements) and 2 weeks' pay (10 agreements). An illustrative clause follows:

An employee who has left to enter the military service of the United States under the provisions of the Federal Selective Service Act then in effect shall be paid extra compensation based on length of service with the employer as follows, provided he shall apply therefor within 90 days after the date of leaving and shall furnish a certification of his commanding officer that he has reported for duty within 30 days after the date of such leaving:

Less than 6 months' continuous service prior to date of leave of absence.	No extra compensation.
6 months to less than 1 year of continuous service prior to date of leave of absence.	2 weeks' pay.
1 year to less than 2 years of continuous service prior to date of leave of absence.	3 weeks' pay.
2 or more years of continuous service prior to date of leave of absence.	4 weeks' pay.

In one graduated-pay plan, the payments were expressed in dollar amounts: from \$500 to employees with 1 year's service up to \$1,000 for employees with at least 5 years' service. The allowance was payable in 4 equal installments: upon induction, 60 days after such date, 6 months after such date, and 1 year after such date. Employees with more than 6 months' but less than 1 year's service were to receive a week's pay upon induction. Such payments, however, were to be made only in the event of war and were not applicable to employees "called to the armed services of the United States pursuant to a universal military training statute."

Another graduated bonus schedule, in a chemical industry agreement, added the factor of marital status to length of service in determining the maximum amount of the military-leave allowance, as follows:

In accordance with the company's policy, the company will pay single men who are called for armed service as follows:

. . . Single men with 3 or more years' employment. 4 weeks' pay.

Married men will receive the following separation bonus:  
. . . Married men with 3 years' but less than 10 years' employment. 6 weeks' pay.

Married men with 10 or more years' employment. 8 weeks' pay.

Twenty-two agreements, primarily in the communications industry, provided that the employer was to make up the difference between the employee's regular pay and his military pay for a limited period of time. With but 4 exceptions, this period was limited to a maximum of 3 months; in the 4 exceptions, the interval specified ranged from 1 to 4 months. In almost every case, the maximum salary continuation or "make-up" period varied with length of service. For example:

Employees with less than 1 year of net credited service who are granted leaves of absence . . . will receive, where their company pay is greater, the difference between their company pay in effect at the time the leave was granted and their Government pay for the first 2 weeks of military service.

Employees with 1 year or more of net credited service who are granted leaves of absence . . . will receive, where their company pay is greater, the difference between their company pay in effect at the time the leave was granted and their Government pay for the first 3 months of military service.

The circumstances surrounding the employee's entry into service constituted another factor in determining the duration of the make-up period, under several communications agreements. For example, make-up pay was limited to 2 weeks for employees with less than 1 year's service and also for those employees with more than 1 year's service who are: (1) subject to induction under the Selective Service Act of 1948, as amended, and who enlist for the minimum allowable period, but not over 4 years, prior to classification by their draft boards in a group currently being inducted; (2) aged 18-19 and who enlist for the

minimum period set for this age group; or (3) reservists who apply for active duty on their own initiative. Make-up pay up to 3 months was provided for the following groups of employees with over 1 year's service: (1) Those inducted under the Selective Service Act of 1948, as amended; (2) those subject to such induction who enlist in the Armed Forces for the minimum allowable period, but not over 4 years, after classification by their draft boards in a group currently being inducted; or (3) reservists ordered or called into active service not on their own volition.

*Dependents' Allowances.* Payments to dependents of regular employees on leave of absence for active military service were provided in 17 agreements, almost all of which were in the communications industry. Such payments were in addition to the employee's military-leave bonus. Dependents' allowances generally consisted of the difference between the employee's regular pay and military pay, for a period not to exceed 3 months. Dependents were usually defined as wife, children under 18, and parents. Allowances could be paid on behalf of dependents other than wives or children. Submission of satisfactory evidence of dependency in such cases was required in many agreements, and the maximum period of make-up pay could be less than that for wife and children, for example:

Employees having wives, or dependent children under 18 years of age, at the start of their leaves will receive for a further period of 3 months, while on such leaves, the difference between their company pay and their Government pay. For this purpose the amount of Government pay shall be determined as of the beginning of such additional 3 months' period, and shall include all allowances specified . . . plus any other family allowances provided by law.

Employees having only dependents other than wives or children under 18 years of age at the commencement date of their leave, will, upon submission of satisfactory evidence of such dependency receive special payments from the company which may be less than, but shall not exceed, those stated in [the] paragraph above.

A benefit plan for dependents in a chemical industry agreement, provided for a monthly military-service allowance not to exceed the lesser

of "(1) the employee's monthly contribution to the support of his named dependents at the time of his entry into military service, or (2) 50 percent of the employee's company pay, or (3) the difference between the employee's company pay and his Government pay." Company pay was based on the employee's regular rate (excluding overtime payments) and the normal work schedule in effect as of the last day of active company service preceding entry. Government pay included "base pay plus any allowances for rent, subsistence, service, ratings, or special qualifications, but exclud[ing] allowances for travel, uniform, etc.," and "any unemployment benefits and payments by State and Federal Governments to or for the support of dependents which are not a part of the regular pay of members of the Armed Forces. Credit will be taken by the company for dependency payments by the Government on the basis of the employee's rank as of the date of entry into active military service, or as of the last preceding January 1, or July 1, whichever is later." Dependents included (1) wife; (2) children who are under 18, or totally and permanently disabled, or receiving more than half of their total support from the employee; and (3) parents.

*Computation of Benefits.* Only 1 out of every 4 agreements which provided for payment other than as a specific dollar amount clearly described the method of calculating the rate of pay on which the military bonus was based. The pay base, where defined, was most often the employee's average earnings for some prior period, ranging from the two payroll periods immediately preceding the military leave to the four most recent social security "quarters."

A few agreements referred to "average hourly earnings" without indicating the period for calculating such earnings. Although only one agreement used the phrase "average straight-time earnings," overtime premiums, shift differentials, and similar payments were ordinarily excluded in determining the pay base. Some communications industry contracts, however, included premium payments in company pay when calculating the difference between company pay and military pay. Government pay, in these cases, was generally defined as including "basic pay,

pay for special or hazardous duty, and for employees with dependents, the difference between his quarters allowance and the quarters allowance established for a member of the Armed Forces of equal rank without dependents."

The employee's rate or base pay, rather than earnings, was specified in a few agreements, which referred to "regular straight-time rate"; "base pay"; a "standard week's pay"; or "normal full pay", i. e., the employee's rate times the normal hours in effect on the last workday.

The calculation of military-service bonuses for incentive workers was specifically described in only three agreements. One specified use of the employee's "guaranteed rate"; another, his "base rate" plus cost-of-living allowances; and the third, average earnings exclusive of overtime for the calendar quarter year preceding that during which the employee qualified for military pay.

*Eligibility.* A minimum period of employment with the company was a qualifying condition in four-fifths of the contracts providing for military-service payments. Thus, temporary and probationary workers were ordinarily excluded. Eligibility was related to the hiring date and dependency status requirements in one agreement. An employee hired on or before September 30, 1948, and who had "completed 52 weeks' aggregate service with the employer without loss of seniority previous to entering the active service" was considered eligible for induction pay. However, an employee hired subsequent to that date was eligible, provided he had "one or more persons wholly dependent upon him as a source of livelihood as of the date he terminates his active employment with the company for the purpose of entering active service."

The bonus was payable only in the event of a "shooting war" in a few instances, one agreement specifically providing for payment of the bonus to "any employee on military leave at the time a shooting war begins." This same agreement also stated that "employees taken into military service because of a universal military-training program, but not subject to service in combat, shall not be eligible for the above benefits whether or not the United States is in a shooting war."

Military-service allowances generally are paid, or payments commence, immediately after proof of enlistment or induction has been established with the company. In some instances, the payment was to be withheld until after the employee reported to his first duty station and his commanding officer so certified to the company. In three contracts, half the bonus was paid upon induction or after completing a minimum period of military service; the balance, after the employee had returned to the company and continued in its employ for a specified time.

### Temporary (Active) or Emergency Duty

Allowances for employees on annual temporary or emergency duty with the reserve components of the Armed Forces, the State Militia, the Naval Militia, or the National Guard, were found in only 77 agreements of the 1,737 analyzed (table 3). Two out of every 5 of these contracts (31) allowed pay for time off for emergency duty as well as for regular annual reserve tours of duty. Most of these latter agreements were in the communications industry.

TABLE 3.—Duration of paid military leaves of absence for temporary (active) duty, on annual or emergency basis, provided by collective bargaining agreements, 1953

Duration	Annual temporary (active) duty <sup>1</sup>		Emergency duty <sup>2</sup>	
	Agreements	Workers <sup>3</sup> (thousands)	Agreements	Workers <sup>3</sup> (thousands)
Number with provision <sup>4</sup> .....	75	371.9	33	209.6
1 week.....			1	1.8
2 weeks <sup>5</sup> .....	64	311.7	21	169.4
3 weeks.....	3	12.2		
4 weeks.....			1	2.5
Up to 1 month.....			1	2.8
30 days.....			1	20.4
Time allowance covers both annual training period and emergency duty <sup>6</sup> .....	4	8.4	4	8.4
Other <sup>7</sup> .....	4	39.6	4	4.3

<sup>1</sup> By members of the National Guard, State Militia, Naval Militia, and reserve components of the Armed Forces.

<sup>2</sup> By members of the National Guard, State Militia, or Naval Militia called out in local emergencies.

<sup>3</sup> Includes all employees covered by agreements with such provisions.

<sup>4</sup> Totals are not mutually exclusive, since each include 31 agreements compensating both emergency duty and annual temporary (active) reserve duty.

<sup>5</sup> Also includes agreements which allowed 15 calendar days or 10 "working" days.

<sup>6</sup> One agreement permitted 30 days; 2, 31 days; and 1, up to 3 months each year.

<sup>7</sup> Includes agreements which gave no definite time allowance, referred to a company peacetime training policy without further details, or stated that present practices would continue in effect.

Most commonly, temporary reserve-duty pay amounted to the difference between the employee's regular company pay and his reserve pay, for a period of 2 weeks annually, as in the following clause:

Employees serving temporarily in military units under the jurisdiction of the U. S. Army, U. S. Navy, U. S. Marine Corps, U. S. Coast Guard (Enlisted Reserve Corps and Reserve Officers' Training Corps), and . . . State National Guard, shall, upon proper presentation of evidence of such service, be reimbursed for the difference in pay which they would have earned on their regular jobs and the pay which they receive for such service for a period not exceeding 10 workdays.

In only scattered instances were such payments to be granted for more than a 2-week period. Four agreements provided "make-up" pay to cover both the annual reserve duty and any emergency calls. In 3 of these cases, the period of make-up was not to exceed 1 month and in the fourth, 3 months.

All employees were eligible to receive military reserve or emergency active military duty pay in about two-thirds of the 77 agreements. Of those which set minimum eligibility requirements, most excluded temporary or casual employees, although five communications industry agreements included

temporary employees having one or more years' service since their date of hire or rehire, whichever was later. Minimum company service of 1 year was specified, generally, in the other agreements; a few imposed the additional requirement that the employee must have been a reservist for at least 3 or 6 months prior to his active-duty call.

Most of the agreements were not explicit as to whether the paid short-term military leave of absence was granted in addition to the regular vacation period. Some contracts stated that the paid military leave granted was in addition to the vacation allowance; a few provided that such paid leaves replaced any corresponding vacation period to which an employee was otherwise entitled. Others provided that employees entitled to 2 weeks' vacation but who spent this vacation in military training duty were to be granted an additional week of vacation with pay; however, employees normally entitled to 3 or more weeks of vacation were not eligible for additional vacation with pay for military training.

—ABRAHAM WEISS and MORTON LEVINE  
Division of Wages and Industrial Relations

## Union Contract Provisions for Paid Jury Leave

JURY SERVICE is basically a compulsory duty. To protect employees from loss of income while absent from work to serve as jurors, paid jury leave is provided by a number of collective bargaining agreements. Such provisions are akin to those providing pay allowances or bonuses to employees called for short-term military service<sup>1</sup> in that they reduce a worker's financial sacrifice while he fulfills his civic duty.

An analysis of 1,736 agreements, effective during 1953 and covering 6,365,500 workers,<sup>2</sup> showed that 317 or 18 percent had a provision assuring employees of an amount at least equal to their regular pay for the time spent in jury service. In most cases, the employer agreed to pay the difference between jury fees and workers' earnings. However, the practice of paying salaried employees while absent on jury duty is fairly common in American industry.<sup>3</sup> In petroleum refining, communications, and utilities, over half of the agreements studied provided paid jury leave.

### Amount of Pay

Of the 317 agreements providing paid jury leave, 223 compensated employees for the difference between the fees received for jury service and their regular wages (see table).

An employee who is required to be absent from work for jury service shall receive whatever straight-time pay he would have otherwise received up to and including 40 hours in any 1 week, less the amount of jury pay which he received for the same period . . .

In 21 agreements employees were permitted to retain their court fees in addition to receiving their regular pay. This more liberal type of provision was found almost exclusively in agreements in communications, utilities, and petroleum refining.

In the event an employee is called for jury service, he will receive for time so spent during his scheduled working hours his normal earnings without deduction for jury fees received, if any.

In 73 agreements the exact amount to be received by the employee was not clearly specified.

<sup>1</sup> See Military-Service Payments in Union Agreements, 1953, Monthly Labor Review, July 1954 (p. 771).

<sup>2</sup> The agreements in the study, current as of January 1, 1953, or later, were selected from the Bureau of Labor Statistics current file of union contracts on the basis of industry, union, and geographic representation. Agreements for the airline and railroad industries are not filed with the Bureau.

<sup>3</sup> See Time Off With Pay. (In Management Record, National Industrial Conference Board, New York, July 1954, p. 258.)

Such agreements provided that an employee would receive "time off with pay"; would "suffer no financial loss"; or would "get his regular rate." Three-fourths of the agreements providing paid jury leave in the communications industry had this type of clause. Besides providing pay for actual jury service, a few agreements stipulated pay for time spent in qualifying for jury duty.

### Qualifications for Jury Leave

Forty-two agreements specifically required that the employee return to his job upon completion of jury service in order to collect jury-leave pay. An additional 17 agreements had more detailed stipulations as to when the worker was to report: Some required that employees report if dismissed in time for 4 or more hours of work; others, if they could work 2 or more hours; still others, if dismissed before noon. Some agreements specified that employees excused from jury duty for 1 or more days were to come to work during that time.

Two agreements specified that workers could work part time during time outside of jury service if regular work were available.

Employees shall be permitted to work part time for the company outside their regular jury service if the nature of their regular work available is such as will permit this practice. Such employees shall be paid their regular straight-time wages for such time actually worked. During the time employees are absent on jury duty, the company will make up to them the difference, if any, between the jury pay and their straight-time wages from the company. . . .

Under some agreements night shift employees serving on jury duty were to be assigned to the day shift during their period of service. Thus, as nominal day shift workers they were eligible for paid jury leave.

In 67 agreements evidence of jury service and receipt of fees, or certification by a judge or court officer were the most commonly cited provisions qualifying an employee to collect pay for time spent serving as a juror.

. . . An employee who is absent from the plant because of jury duty shall, within 2 weeks after completion of said duty, be paid by employer . . . upon presentation of proper evidence as to jury service and the amount of compensation received . . .

Thirty-nine contracts required prior notice to the employer.

. . . Any employee who is called for jury duty, and who before reporting for jury duty, gives the company 5 days prior notice thereof, shall be paid by the company for each day he is paid for jury service . . .

## Paid jury leave provisions in collective bargaining agreements, by industry group, 1953.

Industry group	Number studied		Number with provisions		Percent with provisions		Number covered by provisions allowing—					
	Agreements	Workers (thousands)	Agreements	Workers (thousands)	Agreements	Workers	Difference between regular pay and jury fee		Regular pay plus fee		Other <sup>1</sup>	
							Agreements	Workers (thousands)	Agreements	Workers (thousands)	Agreements	Workers (thousands)
All industries.....	1,736	6,365.5	317	1,159.8	18.0	18.0	223	625.8	21	148.9	73	385.1
<b>MANUFACTURING</b> .....	1,267	4,304.3	224	702.3	18.0	16.0	188	564.8	7	37.3	29	100.2
Food and kindred products.....	120	309.2	45	106.0	38.0	34.0	45	106.0				
Tobacco manufactures.....	14	32.7	3	1.1	7.0	2.0	1	.7			2	.4
Textile-mill products.....	113	182.0	16	50.6	14.0	28.0	16	50.6				
Apparel and other finished textile products.....	54	364.4										
Lumber and wood products (except furniture).....	26	21.6	2	.3	8.0	1.0	2	.3				
Furniture and fixtures.....	32	55.1										
Paper and allied products.....	50	95.9	6 <sup>1</sup>	9.4	12.0	10.0	6	9.4				
Printing, publishing, and allied industries.....	46	46.6	3	1.1	7.0	2.0	1	.7			2	.4
Chemicals and allied products.....	70	97.8	28	50.0	40.0	51.0	25	47.9	1	4	2	1.7
Products of petroleum and coal.....	24	67.2	17	58.7	71.0	87.0	5	6.4	6	36.9	6	15.4
Rubber products.....	20	131.7	3	6.1	15.0	5.0	3	6.1				
Leather and leather products.....	30	53.0	3	2.8	10.0	5.0	3	2.8				
Stone, clay, and glass products.....	50	102.8	6	19.0	12.0	18.0	4	7.1			2	11.9
Primary metal industries.....	99	596.9	11	12.7	11.0	2.0	9	10.7			2	2.0
Fabricated metal products.....	96	178.9	8	14.8	8.0	8.0	7	14.5			1	.3
Machinery (except electrical).....	164	341.6	23	70.3	14.0	21.0	21	69.0			2	1.3
Electrical machinery.....	78	375.5	28	160.5	36.0	45.0	18	105.3			10	64.2
Transportation equipment.....	114	1,162.0	10	87.1	9.0	7.0	10	87.1				
Instruments and related products.....	24	44.0	5	24.2	21.0	55.0	5	24.2				
Miscellaneous manufacturing.....	43	45.0	10	19.6	23.0	44.0	8	16.6			2	3.0
<b>NONMANUFACTURING</b> .....	469	2,061.2	93	457.5	20.0	22.0	35	61.0	14	111.6	44	284.9
Mining, crude-petroleum, and natural-gas production.....	33	514.2	3	4.2	9.0	1.0					3	4.2
Transportation <sup>2</sup> .....	85	218.2	7	17.4	8.0	8.0	7	17.4				
Communications.....	63	504.8	36	330.6	57.0	65.0	2	1.5	7	96.1	27	233.0
Utilities: electric and gas.....	60	154.9	34	81.8	57.0	53.0	15	19.5	7	15.5	12	46.8
Wholesale trade.....	21	21.8	6	3.9	29.0	18.0	4	3.0			2	.9
Retail trade.....	63	124.2	5	18.5	8.0	15.0	5	18.5				
Hotels and restaurants.....	25	105.9										
Services.....	61	122.1	2	1.1	3.0	1.0	2	1.1				
Construction.....	53	273.0										
Miscellaneous nonmanufacturing.....	5	22.0										

<sup>1</sup> Agreements were not clear as to whether pay for jury leave was to include or exclude jury fees. They referred to "time off with pay," "guaranteed pay for time lost," "pay for time spent on jury duty," and similar provisions without clarifying statements regarding jury fees.

<sup>2</sup> Excludes railroad and airline industries.

Eligibility for paid jury leave hinged on length of service in some cases.

... All regular full-time employees who have 6 months or more of continuous service shall be reimbursed for jury duty.

### Other Provisions

Because it is difficult to foretell the duration of jury service, most agreements contained little on the subject of time limitations. However, 34 agreements placed a limit on either the number of days or the number of calls to jury service, or both, for which employees could be paid during a specified period of time.

When an employee has been absent from work because of jury service for a period not in excess of 10 working days, he shall be paid his regular rate of pay and will not be required to reimburse the company with his jury pay.

... The company shall in no event be obligated to make any payment under this provision with respect to jury service more frequently than once in any 24 months, nor for jury service exceeding 4 weeks on any one call ...

In the majority of agreements no mention was made of the treatment of time spent on jury duty

in the computation of overtime pay eligibility. Thirteen contracts allowed time out for jury duty to be considered as time worked for overtime pay purposes; 15 explicitly prohibited including time spent on jury service in total time worked for the purpose of overtime pay computation.

Some contracts contained specific provisions prohibiting pay for jury duty performed while an employee is on vacation, on layoff or leave status, or on holiday leave. However, a few contracts allowed holiday pay to employees engaged in jury service, if such service occurred during a week in which there was a paid holiday.

Pay for serving as a court witness in addition to pay for jury duty was provided in 50 contracts. In most instances the amount of pay was the same for both; where there was a difference, compensation for jury duty was higher than for other court service.

# Union Contract Provisions for Paid Leave on Death in Family

PAYING WORKERS for time lost or for time granted for personal or other reasons not immediately connected with the job has become a common policy over the past two decades. This is reflected in the current prevalence of such practices as paid vacations and paid sick leave or sickness and accident insurance benefits. Recognition of other needs for time off without loss of wages has been gaining increased attention in collective bargaining. One example, discussed in this article, is the provision for paid leave on the occurrence of death in the worker's family by approximately 1 out of 8 contracts recently studied by the Bureau.

Bargaining on paid absences due to death in the family generally entails consideration of how much time should be allowed and definition of the family unit. The underlying intent of most provisions of this type is to compensate employees for the scheduled working time necessarily lost rather than to establish a standard leave period. Thus, the majority of agreement provisions specified a maximum of allowable paid leave, usually 3 days, but not a minimum. A number of provisions, including some with a fixed period of allowable leave, also specified that leave was to be taken over a consecutive period of time or stipulated when leave was to begin or end. Some agreements provided that paid leave would be granted only if employees actually attended the funeral; a few required submission of proof.

## Length of Leave

Of 1,737 agreements analyzed, 218 provided for payment of wages lost due to death in the worker's family.<sup>1</sup> The agreements with such provisions applied to 12 percent of the 6.4 million workers covered by the survey. (See table 1.)

Provisions for leave on the occasion of death in the family were generally most prevalent in industries such as chemicals, communications, and utilities in which relatively high proportions of the workers covered by agreements are paid salaries. In the case of salaried workers, payment for time lost means that no deduction is

made; where hourly paid workers are concerned, clock hours usually must be adjusted to take account of excused and paid leave.

The allowances under leave provisions were basically of 2 types: (1) A fixed period of time, such as 2 or 3 days; or (2) a maximum period, allowing for variations in the length of leave depending upon individual circumstances or, in a few cases, upon supplementary agreement provisions. The majority of the agreements with leave provisions were of the latter type, with an "up to 3 days" limit prevailing (table 1). However, only a few of the 105 agreements which specified a maximum of 3 days' paid leave indicated the circumstances which would determine the actual amount of leave allowed. Among such factors were the employee's relationship to the deceased, the travel time required, and the time when an employee received notification of death, as in the following examples:

**Burial benefits:** In the event of the death of a member in the immediate family of any employee covered by this agreement, he shall be allowed a leave of absence for the death or funeral.

(a) For the purpose of this clause, immediate family shall be construed to mean brother, sister, father, mother, wife, or child; burial out-of-town shall mean beyond a 50-mile radius of the City of Louisville courthouse.

(b) Benefits paid shall be at straight-time pay and shall cover scheduled workdays, pay for which he would have received if on the payroll and working during that pay period.

	In town (day)	Out-of- town (day)
Brother or sister.....	1	2
Father or mother.....	1	2
Wife or child.....	2	3

The company agrees that, in the event of a death in an employee's immediate family, he shall be paid for any regularly scheduled workdays of 8 hours lost, not to exceed 3 days following notice of death through the day of the funeral.

One group of 29 agreements did not specify the maximum number of days that could be granted but stipulated that the amount of paid leave would be at the company's discretion. A number of these agreements indicated that a "reasonable" period of time would be allowed, depending upon the circumstances involved; for example:

An employee may be permitted to be absent without deduction in pay for a period that is reasonable and warranted on account of death in the employee's immediate family. In deciding the payment to be allowed in such cases, consideration will be given to the relationship between the employee and the deceased and also to the amount of time required in going to and returning from the place of the funeral service.

<sup>1</sup> The agreements in the study, current as of January 1, 1953, or later, were selected from the BLS file of union contracts on the basis of industry, union, and geographic representation. Agreements for the airline and railroad industries are not collected by the Bureau and, therefore, are not included in the study.

TABLE 1.—Prevalence of provisions for paid leave and amount of time allowed under collective bargaining agreements on account of death in worker's family, by industry group, 1953<sup>1</sup>

Industry group	Number studied		Number with provision		Percent with provision		Number of days allowed							
	Agreements	Workers (thousands)	Agreements	Workers (thousands)	Agreements	Workers	Two		Three		Up to three		Other <sup>2</sup>	
							Agreements	Workers (thousands)	Agreements	Workers (thousands)	Agreements	Workers (thousands)	Agreements	Workers (thousands)
All industries.....	1,737	6,366.7	218	759.3	12.6	11.9	14	36.5	41	114.5	105	292.4	58	315.7
<b>MANUFACTURING.....</b>	<b>1,267</b>	<b>4,304.3</b>	<b>132</b>	<b>341.7</b>	<b>10.4</b>	<b>8.0</b>	<b>11</b>	<b>33.0</b>	<b>29</b>	<b>42.1</b>	<b>80</b>	<b>227.0</b>	<b>12</b>	<b>39.6</b>
Food and kindred products.....	120	309.2	6	9.6	5.0	3.1			1	1.2	5	8.4		
Tobacco manufactures.....	14	32.7												
Textile-mill products.....	113	182.0	1	1.1	.9	.6					1	1.1		
Apparel and other finished textile products.....	54	364.4												
Lumber and wood products (except furniture).....	26	21.6	2	.5	7.7	2.4					2	.5		
Furniture and fixtures.....	32	55.1	2	.8	6.3	1.5			2	.8				
Paper and allied products.....	50	95.9	10	14.1	20.0	14.7			4	5.9	6	8.2		
Printing, publishing, and allied industries.....	46	46.6	1	.7	2.2	1.5								1 .7
Chemicals and allied products.....	70	97.8	36	59.7	51.4	61.0			8	8.2	26	48.8	2	2.7
Products of petroleum and coal.....	24	67.2	18	57.1	75.0	85.0			2	2.5	11	32.9	5	21.7
Rubber products.....	20	131.7	1	1.4	5.0	1.1							1	1.4
Leather and leather products.....	30	53.0												
Stone, clay, and glass products.....	50	102.9	13	31.0	26.0	30.1	8	13.9	3	5.2	2	11.9		
Primary metal industries.....	99	596.9	9	20.6	9.1	3.5			4	6.6	4	13.4	1	.6
Fabricated metal products.....	96	178.9	2	1.6	2.1	.9			1	1.1	1	1.5		
Machinery (except electrical).....	164	341.6	4	4.6	2.4	1.3			1	.3	3	4.3		
Electrical machinery.....	78	375.6	15	74.4	19.2	19.8	2	8.1	1	.9	12	65.4		
Transportation equipment.....	114	1,162.0	6	44.6	5.3	3.8	1	11.0	1	6.8	2	14.2	2	12.6
Instruments and related products.....	24	44.0	4	16.2	16.7	36.8					4	16.2		
Miscellaneous manufacturing industries.....	43	45.0	2	3.8	4.7	8.5			1	2.6	1	1.2		
<b>NONMANUFACTURING.....</b>	<b>470</b>	<b>2,062.4</b>	<b>86</b>	<b>417.5</b>	<b>18.3</b>	<b>20.2</b>	<b>3</b>	<b>3.5</b>	<b>12</b>	<b>72.4</b>	<b>25</b>	<b>65.4</b>	<b>46</b>	<b>276.2</b>
Mining, crude-petroleum and natural gas production.....	33	514.2	1	2.6	3.0	.5					1	2.6		
Transportation <sup>3</sup> .....	85	218.3	5	5.0	5.9	2.3	1	.6	1	.3	1	1.1	2	3.0
Communications.....	63	504.8	39	332.4	61.9	65.8			2	48.8	7	32.8	30	250.7
Utilities: gas and electric.....	60	154.9	30	54.4	50.0	35.1	2	2.9	6	7.3	13	27.4	9	16.9
Wholesale trade.....	22	23.0	4	2.2	18.2	9.6					2	1.1	2	1.1
Retail trade.....	63	124.2	3	16.0	4.8	12.9			3	16.0				
Hotels and restaurants.....	25	105.9												
Services.....	61	122.1	2	.5	3.3	.4					1	.4	1	.1
Construction.....	53	273.0												
Miscellaneous nonmanufacturing.....	5	22.0	2	4.4	40.0	20.0							2	4.4

<sup>1</sup>Twenty-five agreements had more than one arrangement for paid leave when family members died, and 14 also provided for other than family members. In the group of 25, usually a more liberal provision was specified for one family group ordinarily designated as "immediate" as against others sometimes identified as "other relations," "more distant relatives," "other members of the family not specifically mentioned," etc. For each of these 25 agreements the more liberal provision applicable on death in family is shown in this table.

<sup>2</sup>Six agreements specified 1 day's leave, 7 specified a maximum of 4 days, and 3 a maximum of 5 days' leave. Amount of allowable leave in 29 agreements was at the company's discretion. The remaining 13 agreements had miscellaneous provisions, including a few which merely stated paid leave for death in family would be allowed, without any reference to the number of days nor the circumstances which would determine the amount of leave.

<sup>3</sup>Excludes railroad and airline industries.

NOTE: Because of rounding, sums of individual items do not necessarily add to total.

Some agreements stated fixed leave provisions in terms of "calendar" or "consecutive days," or implied such terms by establishing the starting or ending day of the excused leave, as in the following examples:

A wage rate employee . . . who is excused from work because of death in his immediate family, shall be paid . . . for his scheduled working hours during the first 3 calendar days.

An employee who has 1 or more years of continuous service . . . and who is excused from work because of death in his immediate family shall be paid his regular rate of pay for his scheduled working hours excused during the first 3 days, starting on the day of death or on the day following the death.

Other agreements, however, expressed leave in

terms of a fixed number of days or "scheduled working days," without any qualifications restricting the leave to consecutive days, as in the following examples:

Any regular employee covered by this agreement shall be granted 3 days' leave of absence from work on account of death of his father, mother, sister, brother, son, daughter, husband or wife, son-in-law, or daughter-in-law with full pay at straight-time hourly rate.

An employee shall be given 3 scheduled working days off, at the rate established for his regular job classification, to attend the funeral of a member of the employee's immediate family. For the purpose of this provision, the "immediate family" of an employee shall mean his wife, husband, children, mother or father, brother or sister, mother-in-law or father-in-law, stepmother or stepfather.

## Other Leave Provisions

Some agreements imposed limits on the number of occasions upon which leave provisions could be utilized. Minimum and maximum yearly limits were provided in one agreement, as follows:

During a calendar year, any regular employee with 1 or more year's seniority losing time occasioned by serious illness or death of a member of employee's immediate family, on application to his appropriate supervisor, may be allowed for such purposes a minimum time off for as many as 3 days, if required, and a maximum of 14 days on the basis of 1 day off for each full year's service completed prior to January 1 of the current year.

Agreements sometimes provided for the accumulation of paid leave from year to year up to a specified limit for personal reasons, including death in the family, as in the following:<sup>2</sup>

For each month that employees on a weekly or monthly salary have worked 40 hours or more, they will be allowed 1 day's leave for personal, serious sickness, or death in the immediate family or household with pay for each month of service after April 15, 1937. When such leave is not used by the employee, it shall be accumulated from month to month and from year to year. Reasonable evidence as to the accuracy of the reason shall be presented to the company before such leave shall be allowed. The total time that can be accumulated will be 36 days at one time.

A few agreements incorporated a proviso similar to the following:

No more than 3 days' pay shall be given should more than 1 death occur in the family within any 3-day period.

In some agreements, employees were granted paid leave for death in the family only if certain requirements were met. Length-of-service requirements were stipulated in approximately a fourth of the 218 provisions. Commonly, 1 year's or 6 months' service was required; a few agreements specified that "permanent" or "regular" employees would be eligible; in 1 agreement, "full- and part-time" workers were covered.

One agreement gave employees a choice on the time period to be taken as follows:

... An employee will receive time off with pay during the period between death and burial, or during an established religious mourning period, up to a maximum of 3 days on which the employee would have been regularly scheduled to work. . . .

<sup>2</sup> This provision did not apply to hourly rated employees also covered by this agreement.

Approximately 1 of every 4 agreements incorporated a requirement for funeral attendance. For example:

... No pay allowance shall be granted in a case where because of distance or other cause, the employee does not attend the funeral of the deceased relative.

Some provisions specified that employees must submit proof of their relationship to the deceased. Nearly 10 percent of the agreements required proof of the family member's death as, for example, "the verification of death and relationship shall be made to the satisfaction of the company."

Advance notice to the company or notice "as soon as possible" was required in some agreements, and in a few instances notice had to be approved in advance by supervisory personnel.

Some agreements which allowed paid time off for personal bereavement also dealt with the problem of counting such time for purposes of general overtime. This problem was specifically resolved in 1 of every 5 agreements; the majority of the provisions excluded such time for purposes of computing weekly overtime payments. Some agreements also specified whether paid leave for death in family would count for purposes of premium pay for weekend work.<sup>3</sup> There was an almost even division between inclusion and exclusion for premium pay for the sixth and seventh day of the workweek.

TABLE 2.—Definition of family unit in collective bargaining agreement provisions for paid leave on death in worker's family, 1953

Relationship	Number with provision for full allowance		Number with provision for partial allowance <sup>2</sup>	
	Agreements	Workers (thousands)	Agreements	Workers (thousands)
Total	218	759.3	25	104.9
Spouse	201	650.7		
Parents	200	638.7		
Children	200	631.8		
Sister and/or brother	172	559.0	1	3.0
Parents-in-law	94	331.6	8	42.4
Members of family residing with employee	52	291.7	3	5.5
Grandparents	25	123.6	5	37.5
Sister-in-law and/or brother-in-law	14	317.3	7	39.7
Grandchildren	3	18.2	4	7.7
Son-in-law and/or daughter-in-law	2	8.1	4	34.3
Other <sup>1</sup>	29	102.9	12	66.1
Not defined	14	88.0		

<sup>1</sup> Figures are nonadditive, since agreements list more than one family member.

<sup>2</sup> Included are only those family members specified in 25 agreements for whom partial allowance was granted, usually a day or less. The previous column includes those family members in the 25 agreements for whom full leave allowance was granted.

<sup>3</sup> Included in the group with full allowance are foster parents; foster children; stepparents and stepchildren; stepbrothers and/or stepsisters; halfsister and/or halfbrother; aunts, uncles, cousins, and relationship by kinship or dependency. Included in the group with partial allowance are aunts and uncles, nieces or nephews, cousins, "close" relatives, and relationship by kinship or dependency.

### Defining the Family Unit

Almost all of the agreements with provisions for payment of time lost due to death in family, defined the family unit, presumably to prevent abuses or charges of discrimination. The definition invariably included spouse, parents, and children but varied considerably on the inclusion of other members of the family (table 2).

In 25 agreements, less paid leave was allowed

for deaths of "distant" than of immediate family members, as in this illustration:

The company agrees to pay wages up to 3 days to employees during absence from work when caused by death and attendance at funeral of wife, husband, child, parent, brother, or sister.

Full wages up to 1 day will be paid during absence caused by attendance at funeral of sister-in-law, brother-in-law, parent-in-law, or grandparents.

—WILLIAM PASCHELL AND DENA G. WEISS  
Division of Wages and Industrial Relations

## Reporting and Call-Back Pay in Collective Bargaining Agreements

UNDER THE TERMS of most collective bargaining agreements, employees who are scheduled to work and, in the absence of prior notice, report at the usual time in the expectation of working are guaranteed some work for the day or pay in lieu of work. The compensation paid employees in lieu of work in fulfillment of this guarantee is commonly called "reporting pay"<sup>1</sup> and is normally computed at the worker's straight-time rate.

Agreements frequently also provide separate "call-back pay" guarantees, which apply when employees report at management's request outside of regularly scheduled hours, or on an off day, or after they have completed their regular day's work and have left the place of employment. Call backs usually arise during emergencies and are often paid for at a premium rate since they provide off-schedule work.

Reporting pay guarantees are designed to compensate workers for part or all of the pay lost if no work is available and for the inconvenience and expense of coming to work on time. Reporting pay essentially penalizes management for failing to schedule work efficiently and for calling in more workers than are needed. In most cases, the employer avoids the penalty if he gives employees suitable advance notice not to report to work or if failure to provide work is due to causes beyond management's control, such as fire, "acts of God," and power breakdowns.

Call-back pay guarantees have a purpose similar to that of reporting pay in compensating employees for the inconvenience and expense of coming to work and in penalizing management for calling in employees who may not be put to work or for providing an insufficient amount of work. However, a waiver of the employer's liability through advance notice or the occurrence of events beyond his control generally does not apply to call-back situations, since employees are specifically requested to report for work which is usually of an emergency or special nature.

Reporting pay provisions are not new, although they have become more prevalent during the past decade. Studies by the Bureau of Labor Statistics during the 1920's indicated that such clauses existed in a number of collective bargaining agreements.<sup>2</sup> Collective bargaining on provisions for reporting or call-back pay deals primarily with such issues as the amount of the guarantee, the conditions under which it may be forfeited by employees, the amount of notice required of the employer to avoid guaranteed payment, and the conditions relieving the employer of obligation.

### Reporting Pay Provisions

Of 1,737 agreements studied by the Bureau of Labor Statistics, current during 1953 or later and covering almost 6½ million workers, slightly more than 80 percent included provisions for reporting pay.<sup>3</sup> Such provisions were found in agreements covering over 5 million workers, or about 79 percent of the total number of workers covered by the study (table 1).

Reporting pay provisions were much more prevalent in manufacturing than in nonmanufacturing industry agreements—90 percent and 54 percent, respectively. Several factors appeared to account for this difference. In many nonmanufacturing establishments, workers are commonly paid on a weekly salaried basis, which is in itself a type of pay guarantee, rather than on an hourly basis, as in manufacturing. Some nonmanufacturing establishments characteristically provide continuous service or keep their facilities open each working day, thereby assuring day-to-day stability in employment for regular employees.

*Amount of Guarantee.* The reporting guarantees, in work or in pay in lieu of work, ranged from 1 hour to a full day (table 2). Some agreements which provided less than a full day's reporting pay if no work was available allowed a greater amount (up to a full day's pay) if work was started or if the employee worked more than a specified number of hours (classified in table 2 as "graduated payments").

<sup>2</sup> BLS Bulletins 393, 419, 448, and 438, covering the years 1923-24, 1925, 1926, and 1927, respectively. For illustrations of reporting pay clauses in effect during these years, see Bulletin 468 (pp. 231 and 236).

<sup>3</sup> The agreements in this study were selected from the Bureau's file of current union agreements on the basis of industry, union, and geographic representation. Agreements for the airline and railroad industries are not collected by the Bureau and, therefore, are not included in the study.

<sup>1</sup> Other terms in use are "reporting allowance," "reporting time," and "call-in pay." The last mentioned term is sometimes applied to special or unscheduled calls to work, as on a holiday, or as an alternative to "call-back pay."

TABLE 1.—Collective bargaining agreements with reporting pay provisions, by industry group, 1953

Industry group	Number studied		With reporting pay provisions			
			Number		Percent	
	Agreements	Workers (in thousands)	Agreements	Workers (in thousands)	Agreements	Workers
All industries.....	1,737	6,366.7	1,399	5,016.1	80.5	78.8
Manufacturing.....	1,267	4,304.3	1,145	3,887.6	90.4	90.3
Food and kindred products.....	120	309.2	101	280.8	84.2	90.8
Tobacco.....	14	32.7	13	31.3	92.9	95.7
Textile mill products.....	113	182.0	109	179.1	96.5	98.4
Apparel and other finished products.....	54	364.4	39	178.8	72.2	49.1
Lumber and wood products (except furniture).....	26	21.6	22	14.1	84.6	65.3
Furniture and fixtures.....	32	55.1	30	23.9	93.7	43.4
Paper and allied products.....	50	95.9	49	93.1	98.0	97.1
Printing, publishing, and allied industries.....	46	46.6	29	33.7	63.0	72.2
Chemicals and allied products.....	70	97.8	66	94.3	94.3	96.5
Products of petroleum and coal.....	24	67.2	20	50.2	83.3	74.8
Rubber products.....	20	131.7	20	131.7	100.0	100.0
Leather and leather products.....	30	53.0	23	35.9	76.7	67.7
Stone, clay, and glass products.....	50	102.9	45	97.0	90.0	94.4
Primary metal industries.....	99	596.9	93	581.3	93.9	97.4
Fabricated metal products.....	96	178.9	90	174.0	93.7	97.3
Machinery (except electrical).....	164	341.6	155	324.8	94.5	95.1
Electrical machinery.....	78	375.5	71	340.5	91.0	90.7
Transportation equipment, instruments and related products.....	114	1,162.0	108	1,137.5	94.7	97.9
Miscellaneous manufacturing.....	43	45.0	39	42.0	90.7	93.3
Nonmanufacturing.....	470	2,062.5	254	1,128.5	54.0	54.7
Mining and crude petroleum production.....	33	514.2	27	441.6	81.8	85.9
Transportation <sup>1</sup> .....	85	218.3	65	157.3	76.5	72.1
Communications.....	63	504.8	10	121.6	15.9	24.1
Utilities: electric and gas.....	60	154.9	27	66.6	45.0	43.0
Wholesale trade.....	22	23.0	14	16.7	63.6	72.5
Retail trade.....	63	124.2	30	43.6	47.6	35.1
Hotels and restaurants.....	25	105.9	16	61.2	64.0	57.8
Services.....	61	122.1	25	48.6	41.0	39.8
Construction.....	53	273.0	39	168.9	73.6	61.9
Miscellaneous nonmanufacturing.....	5	22.0	1	2.4	20.0	10.9

<sup>1</sup> Excluding railroad and airline industries.

Among all industries, the most common reporting guarantee was 4 hours (or a "half shift," "half tour," or "half day") of work or pay, occurring in about 1 out of every 2 agreements analyzed. Guarantees of 2 hours and of 8 hours (a full shift) were each found in less than 10 percent of the agreements.<sup>4</sup> In two industries—printing and publishing,<sup>5</sup> and hotels and restau-

<sup>4</sup> An additional 4 percent of the agreements analyzed provided a guarantee of 8 hours' pay if any work was performed or if the employee worked more than a specified number of hours, usually 4.

<sup>5</sup> Although the printing and publishing industry showed the lowest proportion of reporting pay provisions among all the manufacturing industries, it showed the greatest proportion of agreements providing the highest pay guarantee (full day). Reporting pay provisions were more prevalent in the commercial printing agreements analyzed than in newspaper printing.

rants—a full day's guarantee was more common than any other provision.

Four-hour guarantees were more frequent in manufacturing than in nonmanufacturing agreements—or 61.5 and 17.9 percent, respectively. Eight-hour or full day guarantees, on the other hand, were more prevalent in nonmanufacturing.

In some instances, the reporting guarantee for evening or night shifts was higher than for the first or daytime shift. For example:

Any employee ordered to report to work and reporting at the regular hour shall be guaranteed 4 hours' work or 4 hours' pay in lieu thereof, provided that any employee ordered to report to work on any shift, the majority of hours of which fall between 9 p. m. and 6 a. m., and reporting at the regular hour shall be guaranteed work or pay in lieu thereof for the full shift.

A graduated reporting pay guarantee was provided in about 1 agreement in 10. These distinguished between situations in which no work was performed and the worker was sent home, and those in which work actually started. For example, under some agreements employees were assured 4 hours' pay (or work) for reporting on schedule, but 8 hours' pay if they worked more than 4 hours; or 2 hours' reporting pay even if no work was available, but 4 hours' guarantee if any work was performed; or 2 hours' pay for reporting, 4 hours if put to work, and 8 hours if they worked more than 4 hours.

In some cases the guarantee varied for different groups of employees, as in the following clause:

Every employee (other than those at the bottling plants) who may be . . . instructed to report for work, and who is furnished less than 8 hours' work, shall nevertheless receive at least 8 hours' pay at the proper rate; employees at the bottling plants, when . . . instructed to report for work, shall be furnished at least 7 hours' work at the proper rate.

A few agreements varied the amount of the guarantee according to length of service (the longer-service employees eligible to receive the greater payments) or according to the distance of the employee's home from the plant. Still others specified a flat sum.

*Amount of Notice Required.* As a general rule, employees notified in advance not to report for duty received no payment if they showed up for

TABLE 2.—Guarantees specified in reporting pay provisions of collective bargaining agreements, by industry group, 1953

Industry group	Number studied		Percent with reporting pay guarantees of—													
	Agreements	Workers (in thousands)	No provision		2 hours		3 hours		4 hours <sup>1</sup>		8 hours		Graduated payments <sup>2</sup>		Other <sup>3</sup>	
			Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries.....	1,737	6,366.7	19.5	21.2	7.5	12.0	4.0	1.9	49.8	50.8	7.7	6.3	9.4	6.6	2.1	1.2
Manufacturing.....	1,267	4,304.3	9.6	9.7	8.3	5.4	4.8	2.3	61.5	72.4	4.7	2.9	9.6	6.7	1.4	.5
Food and kindred products.....	120	309.2	15.8	9.2	9.2	8.0	2.5	.4	47.5	69.4	15.0	6.4	5.8	3.5	4.1	3.1
Tobacco.....	14	32.7	7.1	4.3	7.1	4.6	—	—	85.7	91.1	—	—	—	—	—	—
Textile mill products.....	113	182.0	3.5	1.6	6.2	3.2	2.7	1.5	71.7	79.8	—	—	16.0	13.8	—	—
Apparel and other finished products.....	54	364.4	27.8	50.9	1.9	.6	—	—	68.5	48.4	—	—	—	—	1.9	(*)
Lumber and wood products (except furniture).....	26	21.6	15.4	34.7	30.8	23.8	—	—	50.0	40.6	3.8	.8	—	—	—	—
Furniture and fixtures.....	32	55.1	6.3	56.6	—	—	15.6	6.9	75.0	36.0	—	—	3.1	.5	—	—
Paper and allied products.....	50	95.9	2.0	2.9	34.0	36.0	4.0	3.3	32.0	23.6	4.0	3.6	18.0	26.6	6.0	4.0
Printing, publishing, and allied industries.....	46	46.6	37.0	27.8	—	—	—	—	8.7	7.3	43.5	53.9	10.9	10.9	—	—
Chemicals and allied products.....	70	97.8	5.7	3.5	5.7	2.9	1.4	.7	67.2	80.8	8.6	8.1	11.5	4.0	—	—
Products of petroleum and coal.....	24	67.2	16.7	25.2	12.5	8.5	4.2	3.4	41.7	46.7	8.3	2.9	12.5	11.2	4.2	2.0
Rubber products.....	20	131.7	—	—	—	—	10.0	2.0	80.0	76.3	5.0	20.9	5.0	.8	—	—
Leather and leather products.....	30	53.0	23.3	32.3	23.3	10.1	13.3	5.1	36.6	52.3	—	—	3.3	.2	—	—
Stone, clay, and glass products.....	50	102.9	10.0	5.6	4.0	15.9	22.0	25.6	56.0	47.6	—	—	8.0	5.2	—	—
Primary metal industries.....	99	596.9	6.1	2.6	6.0	3.1	4.0	1.1	70.7	84.9	—	—	13.2	8.3	.1	(*)
Fabricated metal products.....	96	178.9	6.3	2.7	8.3	3.7	3.1	.7	71.9	84.9	1.0	1.3	8.2	5.9	1.0	.6
Machinery (except electrical).....	164	341.6	5.5	4.9	7.9	11.9	6.1	6.4	68.3	68.5	2.4	1.3	8.5	6.5	1.2	.4
Electrical machinery.....	78	375.5	9.0	9.3	9.0	11.0	7.7	2.0	67.9	74.6	3.8	2.1	2.6	.9	—	—
Transportation equipment.....	114	1,162.0	5.3	2.1	7.0	1.7	5.3	1.3	61.4	83.7	.9	1.9	19.3	9.3	.9	.1
Instruments and related products.....	24	44.0	4.2	1.2	8.3	7.3	—	—	70.9	64.3	—	—	16.7	27.2	—	—
Miscellaneous manufacturing.....	43	45.0	9.3	6.7	2.3	.4	—	—	76.7	78.8	2.3	7.8	4.6	2.9	4.6	3.5
Nonmanufacturing.....	470	2,062.5	46.0	45.3	7.9	26.5	1.5	1.2	17.9	5.9	14.0	12.3	8.6	6.0	4.0	2.8
Mining and crude petroleum production.....	33	514.2	18.2	14.1	9.1	80.4	3.0	.1	39.4	2.8	—	—	30.3	2.6	—	—
Transportation <sup>4</sup> .....	85	218.3	23.5	27.9	7.1	7.8	4.7	9.1	23.5	12.5	22.4	26.2	5.9	4.1	12.9	12.4
Communications.....	63	504.8	84.1	75.9	1.6	.2	—	—	—	—	9.5	16.8	4.8	7.0	—	—
Utilities: electric and gas.....	60	154.9	55.0	57.0	8.3	3.2	—	—	10.0	4.6	16.6	22.2	5.1	10.5	4.9	2.4
Wholesale trade.....	22	23.0	36.4	27.5	—	—	—	—	18.2	11.1	18.2	8.7	27.2	52.6	—	—
Retail trade.....	63	124.2	52.4	64.9	—	—	—	—	25.4	8.4	14.3	13.7	6.4	11.7	1.5	1.3
Hotels and restaurants.....	25	105.9	36.0	42.2	—	—	—	—	8.0	3.5	48.0	45.8	4.0	3.8	4.0	4.7
Services.....	61	122.1	59.0	60.2	3.3	1.0	3.3	4.3	24.6	27.5	3.3	1.9	4.9	3.6	1.6	1.5
Construction.....	53	273.0	26.4	38.1	37.7	40.2	—	—	15.2	8.0	3.8	1.5	13.2	11.2	3.6	1.0
Miscellaneous nonmanufacturing.....	5	22.0	80.0	89.1	—	—	—	—	—	—	—	—	—	20.0	—	10.9

<sup>1</sup> Includes guarantees of a "half shift," "half tour," or "half day." Includes 28 agreements (22 in the textile industry) covering over 65,000 workers, which provided a guarantee of 4 hours to first- and second-shift employees and 8 hours to third-shift employees.

<sup>2</sup> Includes agreements in which the amount of guaranteed time varied, depending on whether or not an employee was put to work upon reporting (e. g., 2 hours guaranteed for reporting and 4 hours if work was started; a full day's pay if more than 4 hours were worked).

<sup>3</sup> Includes 18 agreements providing guarantees in amounts other than those

shown, such as 1 hour (4 agreements), 2½ hours (1 agreement), 5 hours (7 agreements), and 6 hours (6 agreements); guarantee expressed in fixed monetary allowances; guarantees applicable to specified group only or varying among occupations; guarantees varying with employee's length of service or with distance from the plant; guarantees of a specified minimum number of hours' work or pay, but lesser guarantees if unavailability of work was due to breakdowns or emergencies, etc.

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

<sup>5</sup> Excluding railroad and airline industries.

work and found none available. However, out of 404 representative agreements<sup>6</sup> with reporting pay provisions which were analyzed in greater detail, only 214 explicitly stated that advance notice by the employer voided the reporting pay guarantee. What constituted adequate advance notice was specified in 71 of these agreements; it ranged from 1 hour prior to the start of the working day to notification either on the previous day or on or before the end of the worker's previous shift. The latter type of provision was most common, occurring in 33 of the 71 agreements. Notice of 2 hours was required in 12 agreements; 8 hours in 11 agreements; and from 1 to 16 hours in the remaining 15 agreements.

*Waiver or Modification of Guarantee.* The reporting guarantee was commonly not effective or was modified if the employer's failure to provide work or to furnish advance notice that work would not be available was due to causes or events beyond his control. Strikes, fire, flood, "acts of God," and power failure were instances of such factors. Waiver provisions of this type were included in four-fifths of the 404 agreements for which reporting pay provisions were analyzed in detail (table 3).

Most of the waiver clauses granted the employer complete release from payment of the minimum guarantee under specified conditions. Some, however, allowed a reduction in the amount under these or similar conditions, but not a complete waiver, as in the following clause:

No employee shall be called out to work for less than 4 hours. He shall be considered called out to work unless official notice is given not later than the previous day, except in cases of emergencies, accidents, fires, storms, floods, power breakdowns, and other causes clearly beyond the control of the company, in which event he shall be given not less than 3 hours' work.

In the following clause, a bonus of 1 hour's pay, in addition to time actually worked, was given employees if the company's failure to provide a full day's work was due to conditions beyond its control:

Unless an employee is notified not later than the previous day not to report for work, any employee regularly scheduled to work or who is notified to report for work, and who reports for work, shall be given a minimum of 8 hours' work, or a minimum of 8 hours' pay at straight-time hourly rates, if he actually commences work, but if he reports for work under such circumstances and is not put to work, he shall be paid a minimum of 4 hours' pay at straight-time hourly rates. The foregoing provision shall not apply

where an employee after reporting for work is prevented from starting work, or after commencing work is prevented from working a minimum of 8 hours because of breakdowns, stoppages of production, or other emergencies beyond the control of the company. In such cases the employees shall be paid only for the time actually worked plus 1 hour's pay at straight-time hourly rates commencing at the time the superintendent notifies the shop steward that an emergency exists which prevents the company from supplying further work to the employees.

It is a common practice to specify that the employer may assign employees to other work if their regular work is not available. Generally, employees refusing such reassignment or substitute work forfeit the guarantee. In some agreements, however, the employee was given the right to refuse other than his regular work, if it was not available, without forfeiting the minimum payment. An intermediate type of clause restricted the employee's reassignment to jobs which were within a designated number of labor grades or job classifications of his regular labor grade or job classification. For example:

If an employee shall be required by the company to report for work on any day and he shall report at the time and place at which he was required so to report, he shall be guaranteed a total amount of pay for that day equal to 4 times the standard hourly wage rate for the position for which he was required so to report, unless

(a) at his own request or because of his own fault, he shall not be put to work or shall not complete 4 hours of such work after having been put to work, or

(b) he shall be assigned to another position of at least equal job class which he shall be qualified to fill and shall refuse to work at such other position or because of his own fault shall not complete 4 hours of such work after having been put to work at such position.

Under several agreements, suspension of an employee for the day on account of disciplinary reasons, incompetence, or unsatisfactory work also relieved the employer of the obligation to provide a minimum payment.

Some agreements specified that an employee forfeited his reporting pay under the following illustrative conditions: if, after an absence of several days, he failed to notify the employer of his expected return, and found no work available when he reported for duty; if he failed to notify the personnel department where he could be reached; if he left the plant before notice was given to other employees; or if the company was unable to reach him in sufficient time. On the other hand, some agreements specified that an employee ab-

TABLE 3.—Causes for waiver of reporting pay guarantees specified in collective bargaining agreements, 1953<sup>1</sup>

Causes for waiver	Number of agreements
Total agreements analyzed.....	404
No waiver provisions.....	85
"Causes beyond company control".....	169
Natural disasters:	
Fire.....	77
Inclement weather (rain, storm, hurricane, cyclone).....	71
Acts of God.....	69
Floods.....	46
Other catastrophes.....	1
Breakdowns affecting plant operation:	
Power or utilities failure; fuel shortage; water failure.....	98
Breakdown of machinery or equipment; general breakdown.....	61
Emergency forcing shutdown of department or substantial part of plant.....	13
Accidents; general disaster.....	8
Strikes:	
Strikes; work stoppages; stoppage due to labor dispute.....	109
Labor dispute to which company is not a party.....	1
Embargo.....	1
War or sabotage:	
Act of an enemy agent; act of a public enemy; due to "the common enemy".....	6
War; act of war.....	2
Explosions; bombing.....	6
Riot or civil commotion.....	3
Material shortages and cancellation of orders:	
Shortage of material.....	1
Cancellation; delay by customers.....	5
Employee refusal to accept other work and other noncompliance:	
Employee rejection of alternative work assignments.....	70
Return to work after absence without prior notice.....	18
Release from work for disciplinary reasons or incompetence.....	14
Absent or unavailable for notice.....	10
Other:	
Insufficient number of employees reporting for work; "unexcused absences".....	7
Inability of company to give notice due to insufficient time.....	5
Action of any Federal, State, or local authority.....	2
Discontinuance of work by mutual agreement.....	1
Conditions for which employees or employer are not responsible.....	1

<sup>1</sup> Based on an analysis of 404 agreements with reporting pay provisions, representatively selected. The figures shown are nonadditive because agreements specify more than one cause.

sent from work, after due notice to the company, who was not notified of layoff during his period of absence, was to be paid the reporting allowance if he reported for work at the end of his leave.

### Call-Back Pay Guarantees

To minimize unnecessary calls back to work, to compensate employees for the inconvenience of returning to their work stations without being put to work, and to encourage compliance with the requests of management, many collective bargaining agreements provide for minimum "call-back" or "emergency report" guarantees. As in the case of reporting pay allowances, employees requested to report are guaranteed a specified number of hours of work or pay in lieu of work. In some agreements, travel allowances were also provided either as a supplement to or as part of these guarantees. Guarantees of pay for call-backs after hours on regularly scheduled days and the closely allied guarantee of payment for reporting to work on off-scheduled days may differ in their liberality.

In contrast with reporting pay guarantees, which are invariably computed at the employee's regular rate of pay, call-back guarantees are often computed at a premium or overtime rate of pay, usually time and one-half. Some agreements provided only for the payment of premium rates for all work performed on a call-back assignment without any guarantee; provisions of that type are not covered in this report.

*Call-Back on Regularly Scheduled Workdays.* Call-back provisions in union agreements are exceptionally varied and complex.<sup>7</sup> The range of those provisions was studied in an analysis of 190 selected agreements. These agreements covered approximately 686,000 workers in manufacturing and nonmanufacturing industries.

The minimum guarantee for "call-backs" occurring during off-schedule hours on regular working days ranged from 1 to 8 hours' work or pay. In three-fifths of the agreements, the guarantee was 4 hours (table 4). About one-fifth provided a minimum of 2 hours' pay. Guaranteed hours of work or pay exceeded 4 hours in

TABLE 4.—*Call-back guarantees and applicable rates of pay, selected agreements with provisions relating to call-backs on regularly scheduled workdays, 1953*

Rate of pay	Number of agreements	Number with call-back guarantees of—			
		2 hours	3 hours	4 hours	Other <sup>1</sup>
Total agreements analyzed.....	190	42	16	110	22
Regular rate.....	86	9	7	58	12
Overtime rate <sup>2</sup> .....	61	19	6	29	7
Regular rate or overtime rate, whichever is applicable.....	5	1	1	3	-----
Double time.....	7	6	-----	1	-----
Rate not specified.....	31	7	2	19	3

<sup>1</sup> Includes 9 agreements in which the guaranteed time varied, depending upon specified circumstances. e. g., 2 hours if recalled before 9 p. m.; 3 hours if called at or after 9 p. m. In 11 agreements the number of hours guaranteed differed from the categories shown, i. e., 1 hour, 2½ hours, 4½ hours, etc.

<sup>2</sup> Includes agreements specifying either "overtime rate" or "time and one-half." Two agreements specified time and one-half or double time, whichever is applicable.

relatively few agreements. Call-back provisions generally applied to all employees covered by the agreement; only in about 5 percent of the agreements studied was the provision limited to designated groups of workers, e. g., maintenance men, machine crews, and garage men.

A majority of the agreements which specified the rate of pay applicable to the call-back guarantee provided for computation at the employee's regular hourly rate; for example:

An employee required to report back to work will be guaranteed at least 4 hours' pay at his regular hourly rate (base rate plus 10-cent shift premium, if applicable). This guarantee applies only when he has left the plant and is required to report back to work.

However, if the employee was eligible for overtime pay for call-back hours under other terms of the agreement (e. g., having already worked 8 hours during the day), he would, of course, be compensated for time worked at the overtime rate of pay. Thus, if his regular rate of pay was \$2.00 an hour and he was guaranteed 4 hours of work at his regular rate on a call-back, or \$8.00, the guarantee would be fulfilled when he had earned \$8.00 at the applicable overtime rate. Call-back time may be explicitly defined in agreements as premium time, although the guarantee is expressed in terms of the employee's regular rate, as follows:

If an employee is recalled to work after completing his regular shift, he shall be paid for work performed during such recall at the rate of time and one-half or an amount equal to 4 hours' pay at straight time, whichever is the greater.

Many agreements provided for a call-back guarantee expressed in terms of the overtime rate,

<sup>7</sup> See, for example, BLS Report 65, *Hours and Premium Pay Provisions in Collective Bargaining Agreements in the Industrial Chemicals Industry, 1953* (processed), 1954 (p. 16).

whether or not the employee was eligible for premium pay under the overtime provisions of the agreement, as in this example:

Employees called out for special duty shall be paid for not less than 4 hours at the prevailing overtime rate, provided that when such emergency or call-out work continues to the beginning of the employee's next regular or scheduled work period, the guaranteed minimum number of hours shall not apply.

Call-back guarantees in 23 agreements covered "travel time" allowances either as part of or in addition to the guarantee. For example:

Each time an employee reports for work pursuant to a call-out he will be paid not less than 4 hours' straight time pay (including the travel allowance specified in Section 4 (e) of this Article.

Section 4 (e) provided:

(e) When an employee is called out for unscheduled overtime work, he shall be paid at the prevailing overtime rate for such time (not exceeding 30 minutes) as is necessarily consumed in traveling to the job.

Another agreement provided:

It is agreed between the company and the union that any employee who may be called in to work due to an emergency or on a machine breakdown at any time other than his regular shift shall be paid a minimum of 2 hours' pay at time and one-half plus ½ hour at straight time for traveling each way.

In some agreements, call-back guarantees varied according to specified circumstances; for example, in one agreement the guarantee was decreased if employees were not put to work after responding to a call-back; in another, the guarantee was increased if late hours were involved, as follows:

A minimum of 2 hours' pay at regular rates shall be allowed to all employees who are called back to work after having been released from their regular daily work provided they are called back before 9:00 P. M. If called back at 9:00 P. M. or later, a minimum of 3 hours' pay at regular rates shall be allowed.

In one agreement in the communications industry the number of hours guaranteed varied in accordance with: (a) size of the unit; (b) the relation of the call-back time to the regular schedule of hours worked; and (c) whether or not employees had left the plant. The agreement stipulated that—

... employees who report for special duty at the company's request 15 minutes or more after release at the completion of their regular scheduled tour (except on an authorized holiday) shall be paid at the rate of one and one-half times the Basic Hourly Rate for a minimum of 2 hours in exchanges of 2,500 or more stations, and 1 hour in exchanges of less than 2,500 stations. . . .

... employees who report for special duty at the company's request less than 15 minutes after release at the completion of their regular scheduled tour (except on an authorized holiday) shall be paid at the rate of one and one-half times the basic hourly rate for a minimum of 1 hour starting from the end of the scheduled tour, except that if employees so released have left the place of reporting or company premises at the time of such request for special duty, the minimum period specified in . . . [the] . . . paragraph . . . next above shall apply.

*Guarantees Applicable on Off-Schedule Days.* Guaranteed minimum payments for employees who are called for work assignments on nonscheduled days (Saturdays, Sundays, sixth and seventh days, holidays, "scheduled days off," etc.) are closely allied to the call-back guarantees for scheduled workdays, as both relate to work of a special or emergency nature arising outside of regular schedules. In many agreements, the same provision covers both types of call-back. In the absence of a provision specifically covering calls to work on off-schedule days, the agreement provisions that apply to reporting pay guarantees may also apply to guarantees on off-schedule days.

However, 24 of the 190 agreements studied included call-back guarantees for nonscheduled days which differed from and were generally more liberal than those for regular working days. In 4 of these agreements, an 8-hour guarantee was allowed for off-schedule work days. For example, 1 agreement which provided a minimum of 2 hours' pay on a regularly scheduled workday also specified:

Employees who are called out on their regular days off shall be guaranteed 8 hours' pay at the overtime rate of 1½ times the regular rate.

In 10 of the 24 agreements, more hours were guaranteed for call-backs on premium-rated days than on regular work days; 4 of these also provided for a higher rate of pay on premium-rated days. The same number of hours were guaranteed in 11 agreements for call-backs regardless of the days on which they occurred but the rate of applicable pay was higher for off-schedule days. In 3 agreements, the number of hours guaranteed on off-schedule days was less than those applying on regular working days but the applicable pay rate was higher.

—DENA G. WEISS AND CORDY HAMMOND  
Division of Wages and Industrial Relations