

Union Security and Checkoff Provisions in Major Union Contracts 1958-59

Bulletin No. 1272

UNITED STATES DEPARTMENT OF LABOR
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December 1959 and January 1960 issues.

This study deals with the prevalence of different types of union security and checkoff provisions in major collective bargaining agreements. Virtually all agreements covering 1,000 or more workers, exclusive of railroad and airline agreements, were analyzed. The 1,631 agreements in this category covered approximately 7.5 million workers, or almost half of the estimated total agreement coverage in the United States, outside of the railroad and airline industries. The provisions of these agreements do not necessarily reflect policy in smaller collective bargaining situations. The agreements studied were part of the file of current agreements maintained by the Bureau of Labor Statistics for public and governmental use in accordance with section 211 of the Labor Management Relations Act of 1947.

This report was prepared in the Bureau's Division of Wages and Industrial Relations by Rose Theodore, under the supervision of Harry P. Cohany.

	Page
Union security provisions -----	1
Scope of study -----	1
Union shop -----	2
Maintenance of membership -----	4
Sole bargaining -----	5
The agency shop -----	5
Regional and State variations -----	6
Saving clause -----	6
Hiring provisions -----	8
 Union checkoff provisions -----	 11
Scope of study -----	11
Prevalence -----	12
Checkoff authorization -----	15
Cost of checking off union dues -----	16

Union Security and Checkoff Provisions in Major Union Contracts, 1958-59

Union Security Provisions

STRONG UNION SECURITY CLAUSES in collective bargaining agreements have traditionally been an important objective of unions in the United States. In recent years, relative stability has marked the collective bargaining front, and union concern has shifted to combating State "right-to-work" laws which ban all forms of union security provisions. Meanwhile, negotiators of collective bargaining agreements, increasingly mindful of Federal and State requirements and National Labor Relations Board rulings, have shown a tendency to dress union security provisions in legalistic language or, in some cases, to strip them of any exact meaning.

The Labor Management Relations (Taft-Hartley) Act of 1947, applicable to industries affecting interstate commerce,¹ prohibits the closed shop but permits union shop and maintenance of membership clauses. However, State legislation, which is given precedence over provisions of the LMRA with regard to union membership under section 14(b) of the act, outlaws any requirement of union membership as a condition of employment in 19 States.² Two of these "right-to-work" laws were enacted recently—Indiana in 1957 and Kansas in 1958.³

Within this framework, closed shop provisions are now found in relatively few agreements covering 1,000 or more workers. On the other hand, during the past 5 years, union shop provisions, the predominant form of union security, have continued to spread among major agreements. However, this increase has come entirely at the expense of maintenance of membership provisions, since the proportion of agreements without any form of union security has not changed since 1954. In an analysis of 1,631 major collective bargaining agreements in effect in 1958-59, covering 7.5 million workers, the Bureau of Labor Statistics found that 74 percent of the workers were covered by agreements providing for a union shop (including a small number of closed shop agree-

ments), 7 percent by maintenance of membership provisions, and 19 percent by agreements recognizing the union as sole bargaining agent but containing no requirement regarding union membership. The proportions found by the Bureau in a study of agreements in effect in 1954⁴ were 64, 17, and 19 percent, respectively (chart).

Scope of Study

For its 1958-59 analysis of union security provisions, the Bureau studied 1,631 collective bargaining agreements, each covering 1,000 or more workers, or virtually all agreements of this size in the United States, exclusive of those relating to railroads and airlines.⁵ The total of 7.5 million workers covered represented almost half of all the workers estimated to be under agreements in the United States, exclusive of railroad and airline agreements. Of these, 4.7 million workers, covered by 1,054 agreements, were in manufacturing, and 577 agreements applied to 2.8 million

¹ The railroad and airline industries come under the provisions of the Railway Labor Act, which was amended in 1951 to permit negotiation of union shop agreements.

² Alabama, Arizona, Arkansas, Florida, Georgia, Indiana, Iowa, Kansas, Mississippi, Nebraska, Nevada, North Carolina, North Dakota, South Carolina, South Dakota, Tennessee, Texas, Utah, and Virginia. Another State, Louisiana, has a "right-to-work" law limited to agricultural laborers and workers engaged in the processing of certain agricultural products; this law was passed in 1956, after a 1954 "right-to-work" law, general in application, was repealed.

³ In the 1958 elections, right-to-work proposals were rejected by voters in 5 States. See State Right-to-Work Legislative Action in 1958 (in Monthly Labor Review, December 1958, pp. 1380-1381).

⁴ See Union-Security Provisions in Agreements, 1954 (in Monthly Labor Review, June 1955, pp. 649-658). For earlier studies, see Union Status Provisions in Collective Agreements, 1952 (in Monthly Labor Review, April 1953, pp. 383-387); Union Status Under Collective Agreements, 1950-51 (in Monthly Labor Review, November 1951, pp. 552-558); Union-Security Provisions in Agreements, 1940-50 (in Monthly Labor Review, August 1950, pp. 224-227); and Extent of Collective Bargaining and Union Recognition, 1946, BLS Bull. 909 (1947).

⁵ The Bureau does not maintain a file of railroad and airline agreements; hence their omission from this study.

workers in nonmanufacturing establishments. Seventy-five percent of the agreements were in force after January 1, 1959; the rest had expired during the period June–December 1958.

Overall results of the study were not significantly affected by agreements in the 19 “right-to-work States,” since such agreements represented only about 10 percent (164) of the contracts examined and only slightly over 5 percent of all workers involved. Moreover, the recently enacted laws in Indiana and Kansas did not affect the agreements in effect at the time of their enactment.

Union Shop

Provisions for a union shop and its variations, including, for purposes of this study, the closed shop, were found in 71 percent (1,162) of the 1,631 agreements analyzed, covering 74 percent of the workers (table 1). Excluding the 164 contracts in “right-to-work” States, the percentage of union shop agreements and of workers covered would be increased to 78 percent.

The union shop provisions were of three major types, with the following requirements:

1. All employees in the bargaining unit are required, as a condition of employment, to be or become union members within a specified time⁶ after the effective date of the agreement or of hiring. A typical clause read as follows:

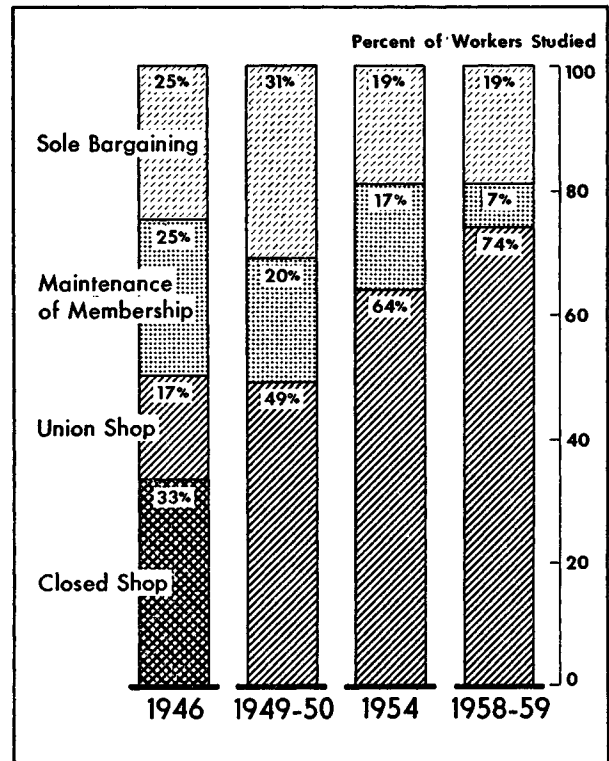
All the present employees shall, on and after the 30th day from the date hereof, as a condition of continued employment maintain their membership in the union during the life of this agreement by paying their current dues and initiation fees. All new employees shall, as a condition of continued employment, 30 days after the date hereof or the date of their employment, whichever is the later, become and remain members of the union in good standing during the life of this agreement by paying their current dues and initiation fees.

More than three-fourths of the 1,162 union shop agreements were of this type (table 2).

2. Approximately a fifth of the union shop agreements (224) modified the union shop by exempting certain groups in the bargaining unit

⁶ The time allowed was generally 30 days, which is the minimum specified by the LMRA. A few agreements merely provided for a union shop “to the extent permitted by law,” as in the national anthracite and bituminous coal agreements, which read in part: “. . . It is further agreed that as a condition of employment all employees should be or become members of the United Mine Workers of America, to the extent and in the manner permitted by law. . . .”

Union Security Provisions in Major Collective Bargaining Agreements¹



¹ The 1946 estimates relate to the proportion of all workers under agreement covered by each type of union status. Closed and union shop clauses are not shown separately for subsequent years. Bureau reports issued since passage of the Labor Management Relations Act have classified closed shop as a type of union shop.

from membership requirements. The exemptions, in most instances, applied to employees who were not members on the effective date of the agreement. In a few cases, only employees with relatively long service were exempted; in some instances, the exemption applied only to members of religious groups with prohibitions on membership in a labor organization.

3. Under a closed shop provision, all employees must be members of the union before beginning work. Usually such agreements provide that only union members may be hired. However, if no union members are available, other workers may be hired provided they join the union prior to or shortly after starting work. The closed shop was found in 45 (less than 4 percent) of the 1,162 agreements designated as union shop agreements, principally in local trade or service industries not subject to the LMRA. For example:

Each employer hereby agrees to employ none but members of the union in good standing in his [establishment]

now owned, operated, and/or maintained by him in the city of New York or in any [establishment] which he may acquire, operate, and/or maintain in the city of New York at any time during the term of this agreement.

Each employer agrees to hire all employees through the office of the union.

The union agrees to supply each employer with competent employees within 48 hours after a request therefor. In the event that the union shall fail to supply any employer with competent employees within 48 hours after a request therefor, said employer shall have the right to procure in any other way the help needed, provided however, that such new employee or employees, before starting work, shall apply for membership in and receive working cards from the said union, said cards to be signed by a duly authorized representative of said union. It is specifically understood and agreed that the union may refuse for cause to issue working cards to any such new employees who are not members of the union.

Since 1954, the date of the Bureau's previous survey of union security provisions, the proportion of workers covered by union shop agreements increased from 64 percent of the total to 74 percent. A major factor accounting for this increase

was the action taken by major steel producers and the United Steelworkers of America in 1956, replacing membership maintenance with a modified union shop. This pattern was followed in some agreements in related industries.

Another significant development, though not affecting the proportion of union shop provisions, took place in mid-1955 when the Automobile Workers negotiated full union shop provisions in major contracts in the automobile industry, replacing the modified union shop which had been in effect since 1950. The provisions in the earlier automobile agreements, in addition to exempting from membership requirements nonunion employees when the agreements became effective, also permitted new employees to withdraw from the union after maintaining membership for 1 year. In the present study, only 17 modified union shop agreements, covering 95,000 workers, contained such escape clauses. These agreements represented approximately 8 percent of the modified union shop agreements and workers covered, com-

TABLE 1. UNION SECURITY PROVISIONS IN MAJOR COLLECTIVE BARGAINING AGREEMENTS, BY INDUSTRY, 1958-59¹

Industry	Number studied		Union shop		Membership maintenance		Sole bargaining ²	
	Agreements	Workers (thousands)	Agreements	Workers (thousands)	Agreements	Workers (thousands)	Agreements	Workers (thousands)
All industries.....	1, 631	7, 472. 0	1, 162	5, 532. 6	125	546. 8	344	1, 392. 6
Manufacturing.....	1, 054	4, 659. 7	776	3, 668. 3	94	358. 3	184	633. 1
Ordnance and accessories.....	13	31. 1	7	19. 5	2	4. 4	4	7. 3
Food and kindred products.....	114	351. 3	92	297. 2	7	20. 6	15	63. 5
Tobacco manufactures.....	12	32. 0	3	5. 2	1	1. 3	8	25. 6
Textile mill products.....	38	97. 2	21	53. 7	3	6. 4	14	32. 2
Apparel and other finished products.....	45	472. 7	44	471. 5	-----	-----	1	1. 2
Lumber and wood products, except furniture.....	11	36. 8	10	33. 3	-----	-----	1	3. 5
Furniture and fixtures.....	18	32. 6	15	26. 1	2	3. 6	1	3. 0
Paper and allied products.....	43	101. 2	34	88. 0	-----	-----	9	13. 3
Printing, publishing, and allied industries.....	36	72. 9	34	70. 5	-----	-----	2	2. 4
Chemicals and allied products.....	46	97. 8	18	34. 4	8	21. 2	20	42. 3
Petroleum refining and related industries.....	17	60. 3	2	2. 7	2	3. 2	13	54. 4
Rubber and miscellaneous plastics products.....	25	132. 2	23	130. 1	-----	-----	2	2. 1
Leather and leather products.....	21	73. 3	18	68. 7	2	3. 4	1	1. 3
Stone, clay, and glass products.....	32	95. 9	28	88. 3	3	5. 6	1	2. 0
Primary metal industries.....	124	729. 8	101	676. 6	10	16. 9	13	36. 3
Fabricated metal products.....	57	163. 8	50	151. 7	2	2. 7	5	9. 4
Machinery, except electrical.....	125	354. 9	94	293. 6	13	22. 4	18	38. 9
Electrical machinery, equipment, and supplies.....	108	474. 2	70	241. 4	13	70. 5	25	162. 4
Transportation equipment.....	129	1, 134. 8	85	857. 4	19	156. 5	25	121. 0
Instruments and related products.....	25	58. 2	14	30. 7	7	20. 0	4	7. 6
Miscellaneous manufacturing industries.....	15	27. 0	13	23. 2	-----	-----	2	3. 8
Nonmanufacturing.....	577	2, 812. 3	386	1, 864. 3	31	188. 5	160	759. 5
Mining, crude petroleum, and natural gas production.....	16	261. 2	11	253. 2	-----	-----	5	8. 1
Transportation ³	109	591. 5	76	481. 9	6	14. 7	27	94. 9
Communications.....	74	572. 0	5	17. 4	13	137. 2	56	417. 5
Utilities: Electric and gas.....	75	194. 9	44	114. 8	7	25. 2	24	54. 9
Wholesale trade.....	12	23. 2	11	22. 2	-----	-----	1	1. 0
Retail trade.....	65	172. 6	60	165. 4	3	5. 2	2	2. 0
Hotels and restaurants.....	33	165. 7	28	136. 7	1	5. 0	4	24. 0
Services.....	48	142. 0	41	142. 9	1	1. 3	6	27. 9
Construction.....	138	646. 9	105	521. 7	-----	-----	33	125. 3
Miscellaneous nonmanufacturing industries.....	7	12. 4	5	8. 3	-----	-----	2	4. 1

¹ Each agreement included in this tabulation covered 1,000 or more workers. Provisions in these agreements may not be representative of provisions covering smaller establishments.

² Includes 8 agreements with provision for preferential hiring but no explicit statement as to nondiscrimination between members and nonmembers of the union, and 4 agreements with provision for an agency shop.

³ Excludes railroad and airline industries.

NOTE: Because of rounding, sums of individual items may not equal totals.

TABLE 2. VARIATIONS IN TYPES OF UNION SECURITY PROVISIONS IN MAJOR COLLECTIVE BARGAINING AGREEMENTS, BY TYPE OF HIRING CLAUSE, 1958-59

Union security provision	Total		Hiring provision				No hiring provision	
			Preferential hiring ¹		Consideration to union in hiring ²			
	Agreements	Workers (thousands)	Agreements	Workers (thousands)	Agreements	Workers (thousands)	Agreements	Workers (thousands)
All agreements studied.....	1,631	7,472.0	125	391.9	232	1,466.8	1,274	5,613.3
Union shop.....	1,162	5,532.6	112	326.6	191	1,261.4	859	3,944.7
Employees must be union members before date of employment ³	45	121.9	45	121.9				
Union shop—all employees required to join within a specified time.....	893	4,244.9	63	198.6	177	1,158.5	653	2,887.8
Modified union shop—certain groups exempted from membership requirements ⁴	221	1,160.9	4	6.1	14	102.9	203	1,051.9
Modified union shop plus agency shop for the exempted groups.....	3	5.0					3	5.0
Maintenance of membership.....	125	546.8	5	15.0	3	6.2	117	525.6
Maintenance of membership only ⁴	117	499.8	5	15.0	3	6.2	109	478.6
Maintenance of membership and agency shop ⁴	8	47.0					8	47.0
Sole bargaining.....	344	1,392.6	8	50.3	38	199.3	298	1,143.0
Sole bargaining plus preferential hiring ¹	8	50.3	8	50.3				
Sole bargaining plus agency shop.....	4	19.7			1	15.0	3	4.7
Sole bargaining plus harmony clause.....	11	23.4			4	7.1	7	16.3
Sole bargaining only.....	321	1,299.2			33	177.2	288	1,122.0

¹ No explicit statement as to nondiscrimination between members and nonmembers of the union.

² Agreements provided for hiring on a nondiscriminatory basis.

³ This is the closed shop, which was outlawed in establishments covered by the Labor Management Relations Act. Although these figures are indicative of the prevalence of the closed shop in major agreements, they are not necessarily representative of all agreements because of the underrepresentation in this study of agreements covering small establishments.

⁴ Includes agreements with escape clause, which permits members to withdraw from the union at specified periods (usually after 1 year) during term of agreement.

NOTE: Because of rounding, sums of individual items may not equal totals.

pared to 20 percent of the modified union shop agreements and almost 50 percent of the workers covered in the Bureau's study of agreements in effect in 1954. Virtually all 17 agreements permitted employees to withdraw from the union after 1 year of membership or provided for the exercise of this option annually at specified periods.

The frequency of union shop provisions in the 1958-59 agreements studied was slightly higher in manufacturing than in nonmanufacturing industries. Union shop provisions representing over 90 percent of the major agreements or workers covered were found in 11 industries: apparel; lumber; printing and publishing; rubber; leather and leather products; stone, clay, and glass products; primary metals; fabricated metal products; mining and crude petroleum production; wholesale trade; and retail trade. Union shop coverage of 25 percent or less was found in only 3 industries: tobacco; products of petroleum and coal; and communications.

Three-fourths of the major agreements negotiated by AFL-CIO affiliates, as against slightly

more than one-half of those negotiated by unaffiliated unions, provided for a union shop.

Maintenance of Membership

Membership maintenance provisions have become relatively insignificant as a type of union security during the post-World War II years. Only 125 of the 1958-59 agreements analyzed, covering 547,000 workers, contained maintenance of membership provisions. This represented less than 8 percent of all major agreements and 7 percent of the workers covered, compared to the Bureau's estimate of 25 percent of all workers under agreement in 1946 (chart).

Under maintenance of membership clauses, the employee is not required to join the union. However, those who are members when the clause becomes effective, or who later choose to become members, are required to maintain their membership as a condition of employment, usually for the term of the contract or, less frequently, for shorter periods. Although the union is granted some measure of security under maintenance of mem-

bership provisions, it must undertake the job of recruiting new members and of retaining members when an escape clause is provided for withdrawal from the union. Usually such agreements provide for an escape period (e.g., 10 to 30 days) immediately following the signing of the agreement and/or prior to its expiration or renewal. In either case, employees are given a choice of withdrawing from the union or retaining their membership for the period specified.

Approximately three-fourths of the 125 agreements with membership maintenance provided for an escape period immediately prior to the effective date or the expiration or renewal of the contract. Escape periods during the term of the contract were provided by 18 agreements. These permitted resignation from the union after 1 year or at annual periods, or in a few instances, after a year and a half.

Sole Bargaining

One-fifth (344) of the agreements analyzed for union security provisions limited the union's status to sole bargaining rights, which is inherent in virtually all collective bargaining agreements in the United States. Under such contracts, the union is recognized as the exclusive bargaining agent for all employees, union and nonunion, in the bargaining unit, but union membership is not required as a condition of employment for any worker.

Eleven agreements providing for sole bargaining incorporated a statement of the company's policy of encouraging union membership for all employees, often referred to as a "harmony clause." An example follows:

The union agrees that it will accept into membership employees regularly hired by the employer and it will not force any unusual requirements for their admission to membership in the union.

The employer states to the union that it has no objection to and it believes that it is in the best interests of the employees, the union, and the employer, that all employees within the unit become and remain members of the union. The employer agrees to cooperate with the union in the achievement of that objective within the limits permitted by law.

About a sixth of the agreements negotiated by AFL-CIO affiliates provided for sole bargaining rights only. The corresponding proportion for unaffiliated unions was almost two-fifths.

The Agency Shop

Agency shop provisions were found in 15 of the 1,631 agreements examined (table 2). Under such arrangements, all workers who do not wish to join the union are required to pay a fixed sum monthly, usually the equivalent of union dues, to help defray the union's expense in acting as their bargaining agent.

Interest in the agency shop has been increasing in recent years, particularly in some States which have enacted laws banning union membership as a condition of employment. Since some of these "right-to-work" laws merely prohibit conditioning employment on union membership, while others, in addition, contain a proscription on conditioning employment on payment of dues, fees, or charges to a union, the validity of the agency shop in "right-to-work" States may depend largely on the manner in which such laws are written. Authorities in a few of these States have issued rulings upholding the legality of the agency shop.⁷

Several new agency shop provisions were negotiated in 1958. Of note was the Corn Products Refining Co. multiplant agreement with the Oil, Chemical and Atomic Workers Union.⁸

Of the 15 agency shop clauses included in this study, 3 were combined with a modified union shop, i.e., employees who were exempted from the union shop provision and who did not join the union were required to pay the equivalent of union dues, as in the following example:

1. Subject to the limitations of section 8A (3) and 8B (2) of the Labor Management Relations Act, 1947, as amended, the following will govern:

(a) Present employees who are now members of the union, or who hereafter become members, shall as a condition of continued employment maintain their membership in good standing for the duration of the contract.

(b) New employees hired after the execution date of the contract shall, as a condition of employment, become union members in good standing within not more than 30 calendar days after the date of their hiring; and these

⁷ For instance, in June 1959, the Indiana appellate court upheld a decision of an Indiana superior court that agency shop contracts did not violate the "right-to-work" act adopted in that State in 1957. On the other hand, the attorney general of Nevada, in an opinion rendered in September 1958, ruled that agency shop clauses violated the "right-to-work" law in Nevada; this reversed a previous attorney general's opinion rendered in 1952.

⁸ This agreement exempts employees in a Texas plant from the agency shop provision because of a "right-to-work" law in that State.

new employees shall, as a condition of continued employment, maintain their membership in the union in good standing for the duration of the contract.

2. Present employees who are not union members, and who do not in the future make application for membership shall, as a condition of employment, pay to the union each month a service charge as a contribution toward the administration of this agreement in an amount equal to the regular monthly dues.

Eight agreements which provided for membership maintenance included an agency shop arrangement for nonmembers. The remaining four agency shop clauses were found in sole bargaining agreements, which gave further recognition to the union's responsibility to bargain for all employees by requiring nonmembers to pay the equivalent of monthly dues.

Regional and State Variations

Excluding 251 multiplant agreements which covered more than one geographical region, the highest concentration of union shop clauses was found in major agreements in the Middle Atlantic region (83 percent), closely followed by the East North Central and the Pacific regions (78 percent), and New England (77 percent). (See table 3.) In the southern regions, where States with "right-to-work" laws predominate, the proportion of union shop agreements was as follows: South Atlantic, 30 percent; East South Central, 19 percent; and West South Central, 24 percent. Seventy-two percent of the interregional agreements provided for the union shop.

Saving Clause

Because of Federal and State regulations, many agreements include a general saving clause—usually a statement to the effect that provisions of the agreement found to be in conflict with the law will become invalid. Generally, these clauses refer to the actual provisions of the agreement, as in the following:

Should any Federal or State law or regulation, or the final decision of any court or board of competent jurisdiction, affect any practice or provision of this contract, the practice or provision so affected shall be made to comply with the requirements of such law, regulation, or decision for the localities within the jurisdiction; otherwise all other provisions of and practices under this contract shall remain in full force and effect. Any changes made under this article shall be discussed jointly by the company and the union before written revisions are issued.

Another type of saving clause, commonly found in International Typographical Union agreements in the printing industry, also extends to the union's general laws which are typically incorporated into the agreement:

. . . the union's general laws . . . not in conflict with Federal or territorial (State) law or this contract shall govern relations between the parties on conditions not specifically enumerated herein.

Saving clauses which relate to a specific provision of the contract are less prevalent than the general saving clause. For purposes of this study, only clauses relating to union security were tabulated. These were found in slightly over one-fifth of the agreements, covering almost two-fifths of the workers, and were classified into two categories: (1) clauses which provided for a different form of union security, either to become effective or to be negotiated, in event of a change in the law, and (2) those which stipulated that the union security provision would be inoperative if in conflict with (Federal or State) laws.

Illustrative clauses follow:

The following provision shall immediately be substituted in place of Article "13" hereof should the Labor Management Relations Act, 1947 (Taft-Hartley Law), be repealed or should said law be amended so as not to prohibit such provision: . . .

* * *

In the event that the union shop provisions of the Taft-Hartley Act, so-called the Labor Management Relations Act of 1947, shall be repealed or amended during the period of this agreement, then the parties hereto agree to renegotiate this Article III upon 30 days' written notice given by one party to the other of its desire for such renegotiation.

* * *

(4b) Anything herein to the contrary notwithstanding, an employee shall not be required to become a member of, or continue membership in, the union, as a condition of employment, if employed in any State which prohibits, or otherwise makes unlawful, membership in a labor organization as a condition of employment.

* * *

Any provisions of the Trade Agreement hereinabove mentioned which provides for union security or employment in a manner and to an extent prohibited by any law or the determination of any governmental board or agency, shall be and hereby is of no force or effect during the term of any such prohibition.

In general, specific saving clauses were more prevalent in agreements involving workers in States which banned union security provisions

TABLE 3. UNION SECURITY PROVISIONS IN MAJOR COLLECTIVE BARGAINING AGREEMENTS, BY REGION AND STATE, 1958-59¹

Region and State	Total		Union shop		Membership maintenance		Sole bargaining	
	Agreements	Workers (thousands)	Agreements	Workers (thousands)	Agreements	Workers (thousands)	Agreements	Workers (thousands)
All agreements studied.....	1,631	7,472.0	1,162	5,532.6	125	546.8	344	1,392.6
Interregional agreements ²	251	3,187.3	181	2,559.7	21	182.1	49	445.6
New England.....	116	322.9	89	224.6	10	22.8	17	75.5
Intraregion ³	7	52.5	5	32.0	1	1.6	2	20.5
Maine.....	9	17.5	7	12.2	2	5.3		
New Hampshire.....	5	8.8	3	5.4	2	3.4		
Vermont.....	2	2.2	1	1.1	1	1.1		
Massachusetts.....	48	115.7	39	99.1	2	7.1	7	9.6
Rhode Island.....	3	4.5	3	4.5				
Connecticut.....	42	121.8	31	70.4	3	6.0	8	45.4
Middle Atlantic.....	384	1,256.5	317	1,027.6	31	101.3	36	127.6
Intraregion ³	27	142.2	25	135.4	1	1.6	1	5.3
New York.....	178	630.7	148	525.8	13	39.5	17	65.5
New Jersey.....	67	176.1	53	150.5	9	46.0	5	9.7
Pennsylvania.....	112	307.5	91	246.0	8	14.3	13	47.2
East North Central.....	399	1,107.5	311	834.6	27	80.9	61	192.0
Intraregion ³	13	105.4	12	96.9	1	1.6	1	5.3
Ohio.....	93	221.7	70	136.7	8	13.2	15	71.8
Indiana.....	34	75.1	21	40.4	4	12.5	9	22.2
Illinois.....	125	404.7	98	321.8	10	44.8	17	38.2
Michigan.....	82	191.1	71	155.8	4	9.0	7	26.4
Wisconsin.....	52	109.5	39	83.0	1	1.5	12	25.0
West North Central.....	85	203.6	57	104.8	8	37.3	20	61.6
Intraregion ³	4	23.8	2	2.0			2	21.8
Minnesota.....	31	70.1	27	50.5	2	10.2	2	9.4
Iowa.....	10	21.5					10	21.5
Missouri.....	29	54.4	26	48.6	1	2.5	2	3.3
North Dakota.....								
South Dakota.....	1	2.5					1	2.5
Nebraska.....	3	3.2					3	3.2
Kansas.....	7	28.3	2	3.7	5	24.6		
South Atlantic.....	84	255.7	25	66.1	6	13.7	53	175.9
Intraregion ³	15	41.4	5	10.0			10	31.4
Delaware.....	1	1.5	1	1.5				
Maryland.....	18	56.4	13	41.3	4	9.7	1	5.4
District of Columbia.....	6	18.9	5	12.4			1	6.5
Virginia.....	16	49.9					16	49.9
West Virginia.....	4	9.1	1	1.0			3	8.1
North Carolina.....	6	16.1					6	16.1
South Carolina.....	5	8.7			1	1.3	4	7.4
Georgia.....	5	14.2					5	14.2
Florida.....	8	39.8			1	2.7	7	37.1
East South Central.....	43	94.1	8	14.2	3	3.3	32	76.7
Intraregion ³	2	9.1					2	9.1
Kentucky.....	12	20.0	8	14.2	1	1.3	3	4.6
Tennessee.....	16	34.8					16	34.8
Alabama.....	11	24.0			2	2.1	9	21.9
Mississippi.....	2	6.4					2	6.4
West South Central.....	50	132.1	12	34.5	2	7.2	36	90.5
Intraregion ³	5	19.1	2	8.1			3	11.0
Arkansas.....	2	2.9					2	2.9
Louisiana.....	15	38.2	10	26.4	1	1.2	4	10.7
Oklahoma.....	2	7.2			1	6.0	1	1.2
Texas.....	26	64.8					26	64.8
Mountain.....	24	45.2	10	22.0	1	1.8	13	21.4
Intraregion ³	2	2.7	1	1.4			1	1.4
Montana.....	3	9.0	3	9.0				
Idaho.....	2	4.6	2	4.6				
Wyoming.....								
Colorado.....	6	12.8	4	7.0	1	1.8	1	4.0
New Mexico.....	1	1.1					1	1.1
Arizona.....	3	5.3					3	5.3
Utah.....	5	7.3					5	7.3
Nevada.....	2	2.4					2	2.4
Pacific.....	195	867.2	152	644.8	16	96.5	27	125.9
Intraregion ³	8	63.5	7	48.5			1	15.0
Washington.....	23	63.0	21	57.5			2	5.5
Oregon.....	9	19.1	7	12.3			2	6.8
California.....	152	716.4	115	522.5	16	96.5	21	97.5
Alaska.....	3	5.2	2	4.1			1	1.1

¹ Each agreement included in this tabulation covered 1,000 or more workers. Provisions in these agreements may not be representative of provisions covering smaller establishments.

² Each of these agreements covers 2 or more plants located in different regions.

³ Each of these agreements covers 2 or more plants located in different States in the same region.

NOTE: Because of rounding, sums of individual items may not equal totals.

(table 4). Almost three-fourths of the company-wide or association agreements which covered plants in States with and without "right-to-work" laws contained saving clauses exempting workers in "right-to-work" States from the union security provisions. Of the agreements covering plants in "right-to-work" States exclusively, one-fourth contained specific saving clauses. Most of the latter agreements were limited to sole bargaining rights, and the saving clauses, in most instances, provided for a different form of union security in event of a change in the law.

Specific saving clauses were more prevalent in union shop agreements, accounting for almost one-half of the workers under this type of union security. The majority of these workers were cov-

ered by master agreements which exempted those in "right-to-work" States from the union shop arrangement. Agreements covering approximately one-fourth of the workers under membership maintenance and one-sixth under sole bargaining included saving clauses.

Hiring Provisions

The LMRA insures the employer's prerogative to hire employees by banning hiring arrangements which restrict employment to those holding membership in the union at the time of hiring. However, the act does not bar hiring through a union-operated hiring hall, so long as nonunion applicants are not discriminated against.

TABLE 4. UNION SECURITY PROVISIONS IN MAJOR COLLECTIVE BARGAINING AGREEMENTS IN STATES WITH AND WITHOUT "RIGHT-TO-WORK" LAWS, BY TYPE OF SAVING CLAUSE, 1958-59

Type of saving clause	Total		Union security provision					
	Agreements	Workers (thousands)	Union shop		Membership maintenance		Sole bargaining ¹	
			Agreements	Workers (thousands)	Agreements	Workers (thousands)	Agreements	Workers (thousands)
All agreements studied.....	1,631	7,472.0	1,162	5,532.6	125	546.8	344	1,392.6
Agreements with saving clause.....	359	2,824.8	283	2,478.0	19	125.2	57	221.9
All workers covered in States without "right-to-work" laws.....	1,295	4,595.8	1,028	3,619.6	101	355.7	166	620.5
Saving clause.....	201	880.6	181	786.7	5	14.7	15	79.2
Different form of union security effective or negotiated if law changes ²	141	674.0	131	616.1	1	1.2	9	56.7
Provision not operative if in conflict with law or in States where prohibited.....	60	206.6	50	170.6	4	13.5	6	22.5
No specific saving clause.....	1,094	3,715.3	847	2,832.9	96	341.1	151	541.3
All workers covered in States with "right-to-work" laws.....	164	410.9	23	44.1	8	18.6	133	348.2
Saving clause.....	41	114.2	4	6.6	3	9.8	34	97.9
Different form of union security effective or negotiated if law changes ²	34	100.3	1	2.5	1	2.7	32	95.1
Provision not operative if in conflict with law or in States where prohibited.....	7	14.0	3	4.1	2	7.1	2	2.8
No specific saving clause.....	123	296.7	19	37.5	5	8.8	99	250.4
Mixed State coverage—some workers in States with "right-to-work" laws.....	161	2,419.8	105	1,846.3	16	172.6	40	401.0
Saving clause.....	112	1,808.1	95	1,671.7	11	100.6	6	35.9
Different form of union security effective or negotiated if law changes ²	12	110.4	10	97.4	-----	-----	2	13.0
Provision not operative if in conflict with law or in States where prohibited.....	100	1,697.7	85	1,574.3	11	100.6	4	22.9
No specific saving clause.....	49	611.7	10	174.6	5	72.0	34	365.2
State coverage not known.....	11	45.5	6	22.6	-----	-----	5	22.9
Saving clause.....	5	21.9	3	13.0	-----	-----	2	8.9
Different form of union security effective or negotiated if law changes.....	4	14.9	3	13.0	-----	-----	1	1.9
Provision not operative if in conflict with law or in States where prohibited.....	1	7.0	-----	-----	-----	-----	1	7.0
No specific saving clause.....	6	23.7	3	9.6	-----	-----	3	14.1

¹ Includes 8 agreements with provision for preferential hiring but no explicit statement as to nondiscrimination between members and nonmembers of the union, and 4 agreements with provision for an agency shop.

² Includes several agreements which also specified that the provision was not operative in States where prohibited by law.

³ All of these agreements were negotiated in Indiana prior to June 25, 1957, the effective date of that State's "right-to-work" law.

NOTE: Because of rounding, sums of individual items may not equal totals.

TABLE 5. HIRING PROVISIONS IN MAJOR COLLECTIVE BARGAINING AGREEMENTS, BY COVERAGE IN STATES WITH AND WITHOUT "RIGHT-TO-WORK" LAWS, 1958-59

State coverage of agreements	Total		Hiring provision				No hiring provision	
			Preferential hiring ¹		Consideration to union in hiring ²			
	Agreements	Workers (thousands)	Agreements	Workers (thousands)	Agreements	Workers (thousands)	Agreements	Workers (thousands)
All agreements studied.....	1,631	7,472.0	125	391.9	232	1,466.8	1,274	5,613.3
Agreements with all or some workers covered in States with "right-to-work" laws.....	325	2,830.7	6	22.2	47	530.1	272	2,278.4
All workers covered in States with "right-to-work" laws.....	164	410.9	-----	-----	19	64.2	145	346.7
Mixed coverage—some workers in States with "right-to-work" laws.....	161	2,419.8	6	22.2	28	466.0	127	1,931.7
Agreements with all workers covered in States without "right-to-work" laws.....	1,295	4,595.8	119	369.7	180	922.1	996	3,304.0
Coverage not known.....	11	45.5	-----	-----	5	14.6	6	30.9

¹ No explicit statement as to nondiscrimination between members and nonmembers of the union.

² Agreements provided for hiring on a nondiscriminatory basis. NOTE: Because of rounding, sums of individual items may not equal totals.

Less than 10 percent (125) of the 1,631 agreements examined, including the 45 closed shop agreements, provided for preference to union members in hiring, in some instances through a union hiring hall. These agreements did not contain any explicit statement as to nondiscrimination between members and nonmembers. Many of the clauses were ambiguous and difficult to interpret. For instance, some required preference in employment to workers with previous training and experience in the industry and often referred to employment prior to 1947, when closed shop arrangements may have prevailed. Such clauses, even when incorporated in agreements otherwise limited to sole bargaining, could result in virtually closed shop conditions, since applicants with previous experience in industries with a history of extensive unionization would presumably be union members. For purposes of this study, clauses of this type were tabulated as sole bargaining with preferential hiring. However, these represented only a very small portion of the sole bargaining agreements.

Following is an example of more typical preferential hiring clauses in union shop agreements, which may, in practice, result in a closed shop.

The employer shall be the judge of the qualification of all employees, but in the filling of vacancies or new positions and in the employment of extra help, the employer shall employ such persons through the office of the union and shall give preference of employment to qualified members of the union who are in good standing. . . .

Provisions for consideration to union members, specifically on a nondiscriminatory basis, were

found in 14 percent (232) of the agreements. Usually union members were to be referred to the employer for job vacancies and were to be given equal consideration with other applicants, or referrals were made through a hiring hall operated by the union, or jointly by the union and management, for both union and nonunion workers, on a nondiscriminatory basis. For example:

When the employer needs additional men he shall give the local union equal opportunity with all other sources to provide suitable applicants, but the employer shall not be required to hire those referred by the local union.

* * *

The union will maintain a hiring hall and will solicit qualified workmen, both union and nonunion, in order to fill necessary requisitions for such workmen. The employer shall have the right to use the services of such hiring hall and may call upon the union to furnish such qualified workmen as he may require in the classifications herein mentioned. The union agrees that it will not discriminate against nonunion workmen in the operation of such hiring hall.

* * *

A provision for a nondiscriminatory, exclusive hiring hall shall be incorporated into this agreement consistent with the announced standards of the National Labor Relations Board and statement of its General Counsel on union hiring halls.

Distribution of hiring clauses in States with "right-to-work" laws and States without such laws is shown in table 5. Both types of hiring clauses were more prevalent in States which did not have "right-to-work" laws.

Union Checkoff Provisions

A CHECKOFF SYSTEM is a procedure by which the employer regularly deducts union dues and, in many cases, other financial obligations to the union from employees' pay for transmittal to the union. In the union's view, a checkoff arrangement eliminates the need to solicit individual members each month and insures financial stability. To the employer who agrees to such an arrangement, checkoff eliminates on-the-job interruptions caused by dues collection and, where a union shop prevails, safeguards operations against the discharge problems that would arise through dues delinquency.

Checkoff provisions in union contracts in the past were a controversial issue, and their growth represents, in some measure, a victory of efficiency over principle. According to earlier Bureau of Labor Statistics studies, the proportion of workers under agreements with checkoff provisions rose from 20 percent in 1942 to 40 percent in 1946, and to 78 percent by 1951.¹ It has remained at this level since. A Bureau study covering major contracts in effect in 1958-59 revealed 77 percent of the workers under agreements with checkoff provisions. Why a substantial proportion (29 percent) of major agreements do not contain checkoff provisions has not been studied. Undoubtedly, checkoff is not readily adaptable to collective bargaining situations in which small establishments predominate (perhaps another type of delinquency might arise here). In some industries, e.g., construction, employment is typically of short duration and the worker looks to the union for job leads—circumstances which provide the union member with sufficient reason to maintain his good standing without checkoff and without much solicitation. Beyond these situations, however, it can be presumed that objections on the part of employers to assisting

unions in dues collections, and a reluctance on the part of unions to abandon personal solicitations, which encourages closer contacts between union representatives and members, still persist, although in diminished strength.

Checkoff is permitted under the Labor Management Relations Act, but only on written authorization of the employee. A few of the State "right-to-work" laws include similar checkoff regulations. Under the LMRA, the employee's authorization may not continue for more than a year or the duration of the agreement, whichever is shorter, without an opportunity for withdrawal or renewal.

Scope of Study

For its 1958-59 analysis of checkoff provisions, the Bureau studied 1,631 collective bargaining agreements, each covering 1,000 or more workers, or virtually all agreements of this size in the United States, exclusive of those relating to railroads and airlines.² The total of 7.5 million workers covered represented almost half of all the workers estimated to be under agreements in the United States, exclusive of railroad and airline agreements. Of these, 4.7 million workers, covered by 1,054 agreements, were in manufacturing, and 577 agreements applied to 2.8 million workers in non-manufacturing establishments. Seventy-five percent of the agreements were in force after January 1, 1959; the rest had expired during the period June-December 1958.

¹ See *Extent of Collective Bargaining and Union Recognition, 1946*, BLS Bull. 909 (1947); *Union Status Under Collective Agreements, 1950-51* (in *Monthly Labor Review*, November 1951, pp. 552-556); and *Union-Security Provisions in Agreements, 1954* (in *Monthly Labor Review*, June 1955, pp. 649-658).

² The Bureau does not maintain a file of railroad and airline agreements; hence their omission from this study.

TABLE 1. CHECKOFF PROVISIONS IN MAJOR COLLECTIVE BARGAINING AGREEMENTS BY INDUSTRY, 1958-59¹

Industry	Total studied		Total with checkoff provisions		Items checked off									
					Dues only		Dues and initiation fees		Dues and assessments		Dues, initiation fees, and assessments		Other combinations	
	Agreements	Workers (thousands)	Agreements	Workers (thousands)	Agreements	Workers (thousands)	Agreements	Workers (thousands)	Agreements	Workers (thousands)	Agreements	Workers (thousands)	Agreements	Workers (thousands)
All agreements.....	1,631	7,472.0	1,163	5,728.7	376	1,545.2	469	2,114.4	29	84.1	273	1,938.9	16	46.2
Manufacturing.....	1,054	4,659.7	886	4,091.2	239	811.2	416	1,890.4	15	47.3	211	1,337.2	5	15.1
Ordinance and accessories.....	13	31.1	12	29.7	3	6.3	7	20.9			2	2.6		
Food and kindred products.....	114	381.3	86	317.6	17	32.7	45	213.9	3	15.8	21	55.3		
Tobacco manufactures.....	12	32.0	12	32.0	6	21.3	4	7.1			2	3.7		
Textile mill products.....	38	97.2	33	77.6	20	36.1	10	23.1	1	3.5	2	15.0		
Apparel and other finished products.....	45	472.7	23	285.7	5	78.6	3	11.8	3	6.9	12	188.5		
Lumber and wood products, except furniture.....	11	36.8	7	20.3	2	8.7	3	5.8			2	5.8		
Furniture and fixtures.....	18	32.6	11	19.0			7	11.2			4	7.8		
Paper and allied products.....	43	101.2	36	89.3	21	48.5	14	39.3			1	1.6		
Printing, publishing, and allied industries.....	36	72.9	8	13.5	3	5.1	4	6.5	1	2.0				
Chemicals and allied products.....	46	97.8	45	96.8	19	46.7	20	34.6			6	15.6		
Petroleum refining and related industries.....	17	60.3	15	43.9	13	40.3	2	3.6						
Rubber and miscellaneous plastics products.....	25	132.2	25	132.2	16	90.2	7	10.6	1	3.5	1	28.0		
Leather and leather products.....	21	78.3	15	57.5	7	24.9	3	21.3	1	4.5	4	6.8		
Stone, clay, and glass products.....	32	95.9	29	89.8	8	20.6	15	39.6			5	19.7	1	10.0
Primary metal industries.....	124	728.8	116	716.9	7	25.5	39	86.0	1	1.0	66	600.6	3	3.8
Fabricated metal products.....	57	163.8	46	134.3	6	15.1	20	39.1			20	80.1		
Machinery, except electrical.....	125	354.9	114	339.8	27	60.8	53	194.5	3	6.8	30	76.6	1	1.3
Electrical machinery, equipment, and supplies.....	108	474.2	97	447.8	23	119.5	65	295.5			9	32.8		
Transportation equipment.....	129	1,134.8	123	1,070.9	26	113.9	74	767.0	1	3.4	22	186.6		
Instruments and related products.....	25	58.2	21	63.9	7	12.0	13	32.9			1	9.0		
Miscellaneous manufacturing industries.....	15	27.0	12	23.0	3	4.9	8	16.6			1	1.5		
Nonmanufacturing.....	577	2,812.3	277	1,637.6	137	734.0	53	234.1	14	36.8	62	601.7	11	31.2
Mining, crude petroleum, and natural gas production.....	16	261.2	13	255.3	2	5.7	2	3.5			9	246.1		
Transportation.....	109	591.5	67	400.5	19	82.5	8	12.5	7	26.1	31	267.8	2	11.6
Communications.....	74	572.0	72	562.7	59	487.2	10	55.6			3	19.9		
Utilities: Electric and gas.....	75	194.9	49	114.8	35	81.2	6	18.3	4	5.7	4	9.8		
Wholesale trade.....	12	23.2	6	11.4	2	2.7	3	7.7			1	1.0		
Retail trade.....	65	172.6	25	80.4	12	51.2	8	19.1			3	7.3	2	2.9
Hotels and restaurants.....	33	165.7	14	105.5	2	13.5	5	69.2	1	2.5	4	25.2	2	5.1
Services.....	48	172.0	23	85.1	3	5.8	7	41.5	1	1.5	7	24.8	5	11.6
Construction.....	138	646.9	6	19.7	1	2.0	4	16.7	1	1.0				
Miscellaneous nonmanufacturing industries.....	7	12.4	2	2.3	2	2.3								

¹ Each agreement included in this tabulation covered 1,000 or more workers. Provisions in these agreements may not be representative of provisions covering smaller establishments.

² Excludes railroad and airline industries.

NOTE: Because of rounding, sums of individual items may not equal totals.

Prevalence

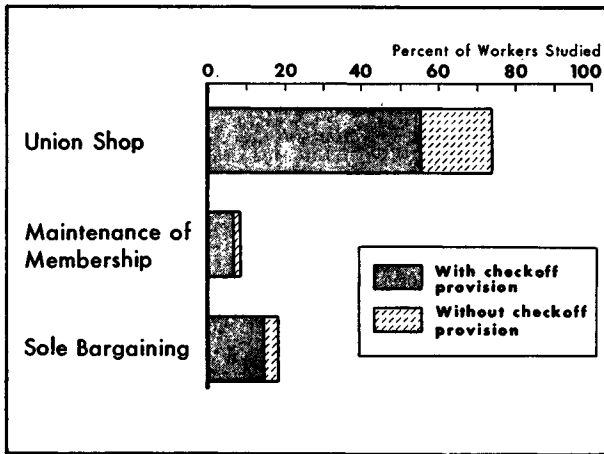
Seventy-one percent of the major agreements studied contained checkoff provisions (table 1). Of the 1,163 checkoff clauses, 469 provided for the deduction of dues and initiation fees, 273 specified dues, initiation fees and assessments, and 376 specified dues only. Other combinations, found in a few agreements, also included fines. Against the total of 1,631 agreements studied, 71 percent checked off dues; 46 percent, initiation fees; 19 percent, assessments; and 1 percent, fines. (See table 2).

Checkoff arrangements were far less prevalent in multiemployer or association agreements than

in agreements negotiated by a single company. About a third of the multiemployer agreements studied contained checkoff provisions, as against 9 out of 10 single employer agreements. This difference is reflected in table 1 where checkoff provisions are presented on an industry basis; the proportion of agreements with checkoff was lowest in industries such as construction, maritime, and printing, where multiemployer bargaining is the rule. For all nonmanufacturing industries, checkoff agreements accounted for 48 percent of the total, compared with 84 percent for manufacturing.

The proportion of checkoff provisions varied relatively little as between agreements with union

Checkoff Provisions, by Type of Union Security, in Major Collective Bargaining Agreements, 1958-59



security clauses and those without. Checkoff arrangements were found in 76 percent of the sole bargaining contracts (no form of union security) covering 80 percent of the workers under such contracts; and in 70 percent of those with union security provisions (union shop and membership maintenance), representing 76 percent of the workers (table 2 and chart). However, the distribution of checkoff clauses varied by type of union security; 89 percent of the workers under

membership maintenance were covered by checkoff provisions, compared to 75 percent under union shop. About half of the checkoff arrangements under sole bargaining agreements were limited to dues checkoff; the corresponding proportion under some form of union security was about one-fourth (table 2).

Regional and State distribution of checkoff clauses, by combined types of payments specified, are shown in table 3. Checkoff arrangements were most prevalent in interregional agreements and the following four regions: New England, East North Central, South Atlantic, and East South Central. Eighty percent or more of the major agreements in these regions, covering a similar proportion of workers, provided for checkoff, in contrast to approximately 40 percent of the agreements in the Pacific region, where checkoff was least prevalent. State bans on union security clauses appear to have intensified efforts to include checkoff provisions. Thus, 85 percent of the workers under major agreements in States with "right-to-work" laws were covered by such provisions, as against 68 percent under agreements in States without such laws (table 4).³

³ None of the State "right-to-work" laws prohibits checkoff.

TABLE 2. CHECKOFF PROVISIONS IN MAJOR COLLECTIVE BARGAINING AGREEMENTS, BY TYPE OF UNION SECURITY, 1958-59

Type of checkoff provision	Total		Type of union security					
			Union shop		Membership maintenance		Sole bargaining	
	Agreements	Workers (thousands)	Agreements	Workers (thousands)	Agreements	Workers (thousands)	Agreements	Workers (thousands)
All agreements studied.....	1,631	7,472.0	1,162	5,532.6	125	546.8	344	1,392.6
No provision for checkoff.....	468	1,743.2	375	1,397.9	11	62.4	82	283.0
Number with checkoff.....	1,163	5,728.7	787	4,134.7	114	484.4	262	1,109.6
TYPE OF PAYMENT¹								
Dues ²	1,163	5,728.7	787	4,134.7	114	484.4	262	1,109.6
Initiation fees.....	757	4,091.0	567	3,387.7	67	243.9	123	459.4
Assessments.....	314	2,053.2	269	1,929.0	14	34.5	32	89.7
Fines.....	16	46.2	14	43.5			2	2.7
COMBINED TYPES OF PAYMENT								
Dues only.....	376	1,545.2	194	668.5	46	239.1	136	637.6
Dues and initiation fees.....	469	2,114.4	321	1,523.7	54	210.9	94	379.8
Dues and assessments.....	29	84.1	25	77.1	1	1.5	3	5.5
Dues, initiation fees, and assessments.....	273	1,938.9	233	1,821.9	13	33.0	27	84.0
Dues, initiation fees, and fines.....	4	13.5	4	13.5				
Dues, assessments, and fines.....	1	1.4	1	1.4				
Dues, initiation fees, assessments, and fines.....	11	31.3	9	28.6			2	2.7

¹ Nonadditive. These items may appear singly, or in combination, in one agreement.
² Includes agreements which also specified convention dues.

NOTE: Because of rounding, sums of individual items may not equal totals.

TABLE 3. CHECKOFF PROVISIONS IN MAJOR COLLECTIVE BARGAINING AGREEMENTS, BY REGION AND STATE, 1958-59¹

Region and State	Total studied		Total with checkoff		Items checked off									
					Dues only		Dues and initiation fees		Dues and assessments		Dues, initiation fees, and assessments		Other combinations	
	Agreements	Workers (thousands)	Agreements	Workers (thousands)	Agreements	Workers (thousands)	Agreements	Workers (thousands)	Agreements	Workers (thousands)	Agreements	Workers (thousands)	Agreements	Workers (thousands)
All regions.....	1,631	7,472.0	1,163	5,728.7	376	1,545.2	469	2,114.4	29	84.1	273	1,938.9	16	46.2
Interregional agreements ²	251	3,187.3	193	2,853.5	54	527.2	67	1,002.7	7	26.0	64	1,287.6	1	10.0
New England.....	116	322.9	93	257.1	44	122.3	35	106.5	3	6.1	11	22.4		
Intraregion ³	7	52.5	5	36.5	5	36.5	5	36.5						
Maine.....	9	17.5	8	16.3	6	12.4	2	3.9						
New Hampshire.....	5	8.8	5	8.8	4	7.5	1	1.3						
Vermont.....	2	2.2	2	2.2	1	1.1	1	1.1						
Massachusetts.....	48	115.7	35	84.6	13	29.6	11	32.3	3	6.1	8	16.7		
Rhode Island.....	3	4.5	2	3.5	2	3.5								
Connecticut.....	42	121.8	36	105.3	13	31.7	20	67.9			3	5.7		
Middle Atlantic.....	384	1,256.5	266	844.2	85	320.1	97	257.3	11	37.1	69	220.3	4	9.6
Intraregion ³	27	142.2	19	118.2	2	32.8	5	14.0	3	17.4	9	54.1		
New York.....	178	630.7	100	324.4	35	123.4	38	129.9	5	14.8	20	51.0	2	5.5
New Jersey.....	67	176.1	56	149.5	26	95.6	21	36.2			9	17.8		
Pennsylvania.....	112	307.5	91	252.2	22	68.4	33	77.3	3	4.9	31	97.5	2	4.1
East North Central.....	399	1,107.5	320	894.9	91	273.1	140	309.1	4	7.5	79	285.8	6	19.6
Intraregion ³	13	105.4	12	93.4	2	14.1	4	12.2	1	2.0	5	65.2		
Ohio.....	93	221.7	90	218.1	29	95.4	39	73.9	2	4.0	20	44.9		
Indiana.....	34	75.1	30	64.4	10	28.6	17	31.0			3	4.8		
Illinois.....	125	404.7	87	280.4	23	70.5	32	102.7			28	91.5	4	15.8
Michigan.....	82	191.1	72	172.0	18	46.9	36	61.7			16	59.7	2	3.8
Wisconsin.....	52	109.5	29	66.6	9	17.7	12	27.7	1	1.5	7	19.8		
West North Central.....	85	203.6	49	129.1	12	36.9	23	59.1	2	4.4	9	24.5	3	4.4
Intraregion ³	4	23.8	1	20.3	1	20.3								
Minnesota.....	31	70.1	15	29.8	4	6.0	4	5.0	2	4.4	4	12.3	1	2.1
Iowa.....	10	21.5	10	21.5	2	4.1	6	10.5			2	6.9		
Missouri.....	29	54.4	14	26.0	4	5.3	6	15.7			2	2.8	2	2.3
North Dakota.....														
South Dakota.....	1	2.5	1	2.5							1	2.5		
Nebraska.....	3	3.2	2	2.2	1	1.2	1	1.0						
Kansas.....	7	28.3	6	27.0			6	27.0						
South Atlantic.....	84	255.7	71	215.1	28	87.9	29	83.7	1	2.2	12	39.8	1	1.7
Intraregion ³	15	41.4	13	35.1	6	22.5	4	6.7			3	5.9		
Delaware.....	1	1.5												
Maryland.....	18	56.4	14	44.4	3	4.6	8	32.9	1	2.2	2	4.7		
District of Columbia.....	6	13.9	5	17.9	2	7.5	2	7.6			1	2.8		
Virginia.....	16	49.9	14	38.1	6	26.2	4	6.6			4	5.4		
West Virginia.....	4	9.1	4	9.1	2	6.2	2	2.9						
North Carolina.....	6	16.1	6	16.1	3	7.2	3	8.9						
South Carolina.....	5	8.7	5	8.7	2	3.0	3	5.7						
Georgia.....	5	14.2	3	12.2	1	1.2	1	9.3					1	1.7
Florida.....	8	39.8	7	33.8	3	9.6	2	3.2			2	21.1		
East South Central.....	43	94.1	37	73.8	14	27.8	15	32.1			7	12.9	1	1.0
Intraregion ³	2	9.1												
Kentucky.....	12	20.0	11	19.0	4	6.2	2	3.0			5	9.8		
Tennessee.....	16	34.8	14	26.7	8	18.2	6	8.6						
Alabama.....	11	24.0	10	21.8	2	3.5	5	14.2			2	3.1	1	1.0
Mississippi.....	2	6.4	2	6.4			2	6.4						
West South Central.....	50	132.1	38	93.7	17	39.3	14	38.4	1	1.0	6	15.0		
Intraregion ³	5	19.1	4	11.1	1	2.0			1	1.0	2	8.1		
Arkansas.....	2	2.9	2	2.9	1	1.8	1	1.1						
Louisiana.....	15	38.2	10	17.1	5	9.7	2	2.3			3	5.2		
Oklahoma.....	2	7.2	2	7.2	1	1.2	1	6.0						
Texas.....	26	64.8	20	55.5	9	24.7	10	29.0			1	1.8		
Mountain.....	24	45.2	15	30.1	7	15.6	6	12.3			2	2.3		
Intraregion ³	2	2.7	1	1.4			1	1.4						
Montana.....	3	9.0	2	7.0	2	7.0								
Idaho.....	2	4.6	2	4.6			2	4.6						
Wyoming.....														
Colorado.....	6	12.8	4	7.8	3	6.3	1	1.5						
New Mexico.....	1	1.1	1	1.1							1	1.1		
Arizona.....	3	5.3	2	4.3	1	1.1	1	3.3						
Utah.....	5	7.3	2	2.8	1	1.2	1	1.6						
Nevada.....	2	2.4	1	1.2							1	1.2		
Pacific.....	195	867.2	81	337.3	24	95.4	43	213.4			14	28.6		
Intraregion ³	8	63.5	5	31.5	3	11.0	2	20.5						
Washington.....	23	63.0	8	14.4	1	1.4	7	13.0						
Oregon.....	9	19.1	6	11.4	2	6.3	3	4.1			1	1.0		
California.....	152	716.4	61	278.9	17	75.6	31	175.8			13	27.6		
Alaska.....	3	5.2	1	1.1	1	1.1								

¹ Each agreement included in this tabulation covered 1,000 or more workers. Provisions in these agreements may not be representative of provisions covering smaller establishments.

² Each of these agreements covers 2 or more plants located in different regions.

³ Each of these agreements covers 2 or more plants located in different States in the same region.

NOTE: Because of rounding, sums of individual items may not equal totals.

TABLE 4. CHECKOFF PROVISIONS IN MAJOR COLLECTIVE BARGAINING AGREEMENTS, BY COVERAGE IN STATES WITH AND WITHOUT "RIGHT-TO-WORK" LAWS, 1958-59

State coverage of agreements	Total studied		Total with checkoff		Items checked off								Other combinations	
					Dues only		Initiation fees		Assessments		Initiation fees and assessments			
	Agreements	Workers (thousands)	Agreements	Workers (thousands)	Agreements	Workers (thousands)	Agreements	Workers (thousands)	Agreements	Workers (thousands)	Agreements	Workers (thousands)	Agreements	Workers (thousands)
All agreements.....	1,631	7,472.0	1,163	5,728.7	376	1,545.2	469	2,114.4	29	84.1	273	1,938.9	16	46.2
All workers covered in States without "right-to-work" laws.....	1,295	4,595.8	890	3,120.8	283	1,009.1	355	1,075.7	24	74.0	213	917.5	15	44.5
All workers covered in States with "right-to-work" laws.....	164	410.9	139	348.1	53	143.9	66	146.1	-----	-----	19	56.4	1	1.7
Mixed State coverage—some workers in States with "right-to-work" laws.....	161	2,419.8	131	2,245.5	38	383.8	48	892.6	5	10.1	40	959.0	-----	-----
Coverage not known.....	11	45.5	3	14.4	2	8.4	-----	-----	-----	-----	1	6.0	-----	-----

NOTE: Because of rounding, sums of individual items may not equal totals.

Checkoff Authorization

Of the 1,163 contracts with checkoff arrangements, 710 (61 percent) specified the length of time for which the authorization was to be effective (table 5). The term of authorization most frequently specified was for the duration of the contract or 1 year, whichever was shorter, during which time the authorization was irrevocable. This appeared in over half (363) of the 710 clauses, representing 44 percent of the workers. Over three-fourths (276) of these clauses also provided for automatic renewal of the authorization, unless the employee gave written notice of cancellation during a specified escape period at the end of the term of authorization. Nearly all of such clauses specifically stated that the automatic renewal would be effective from year to year, unless notice was given. Frequently, the agreement included a copy of the authorization form to be used, as in the following:

The authorization for the deductions . . . shall be in the following form:

Pursuant to this authorization and assignment, please deduct from my pay each month, while I am in employment within the collective bargaining unit in the company, monthly dues, assessments and (if owing by me) an initiation fee each as designated by the international secretary-treasurer of the union, as my membership dues in said union.

The aforesaid membership dues shall be remitted promptly by you to [union official].

This assignment and authorization shall be effective and cannot be canceled for a period of 1 year from the date appearing above or until the termination date of the current collective bargaining agreement between the company and the union, whichever occurs sooner.

I hereby voluntarily authorize you to continue the above authorization and assignment in effect after the expiration of the shorter of the periods above specified, for further successive periods of 1 year from such date. I agree that this authorization and assignment shall become effective and cannot be canceled by me during any such years, but that I may cancel and revoke by giving to the appropriate management representative of the plant in which I am then employed, an individual written notice signed by me and which shall be postmarked or received by the company within 15 days following the expiration of any such year or within the 15 days following the termination date of any collective bargaining agreement between the company and the union covering my employment if such date shall occur within one of such annual periods. Such notice of revocation shall become effective respecting the dues for the month following the month in which such written notice is given; a copy of any such notice will be given by me to the financial secretary of the local union.

A small group of agreements (30) merely stipulated that the authorization was irrevocable for the term of the contract. Another group (59) made the authorization irrevocable for 1 year. Over half (50) of the clauses in these two groups also provided for automatic renewal of the authorization, unless notice was given. The majority of these renewal clauses were effective from year to year.

TABLE 5. CHECKOFF AUTHORIZATION AND RENEWAL PROVISIONS IN MAJOR COLLECTIVE BARGAINING AGREEMENTS, 1958-59

Checkoff authorization	Total		With renewal provision ¹		Without renewal provision	
	Agreements	Workers (thousands)	Agreements	Workers (thousands)	Agreements	Workers (thousands)
Number with checkoff.....	1,163	5,728.7	326	1,619.7	837	4,109.0
Number with provision for term of authorization.....	710	3,913.2	326	1,619.7	384	2,293.5
Revocable at any time.....	156	744.9			156	744.9
Irrevocable for term of contract or 1 year, whichever is shorter.....	363	1,707.3	276	1,385.4	87	321.9
Irrevocable for 1 year.....	59	280.4	40	172.8	19	107.6
Irrevocable for term of contract.....	25	88.6	7	54.3	18	34.3
Irrevocable for term of contract or any renewal thereof.....	5	13.4	3	7.2	2	6.2
Checkoff consistent with Federal and/or State law.....	102	1,078.6			102	1,078.6

¹ After "escape" period during term of agreement. All of these clauses provided for automatic renewal of the authorization unless notice was given; all but a few specified renewal from year to year.

NOTE: Because of rounding, sums of individual items may not equal totals.

A checkoff provision which simply stated that it was to be consistent with Federal and/or State law was stipulated in 102 contracts, covering over one-fourth of the workers. No other details were given in the provision which follows:

The company will deduct out of the current net earnings payable to an employee covered by this agreement union

dues and initiation fees insofar as permitted by State or Federal laws, upon receipt of and in accordance with a duly executed authorization by the employee in the form agreed upon by the company and the union.

The remaining 156 clauses stipulated that the authorization was irrevocable at any time.

Cost of Checking Off Union Dues

Provisions for assessing the union for the expense incurred by the company in checking off dues, etc., are rare. This function is generally carried out by the employer without charge to the union, although only eight agreements, covering 1 percent of the workers, specifically stated that the company agreed to assume the cost of making dues deductions.

Only 12 agreements, covering 2 percent of the workers under checkoff arrangements, provided for payment by the union to the employer to cover the cost of checkoff; all but 2 were in the telephone industry. Most of these clauses specified payment of a fixed charge or percent. A few did not stipulate the cost to be paid, but merely stated that the union would reimburse the company for the expense incurred, or that the company would notify the union of the cost for this service.