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1425-15

Hours, Overtime and Weekend Work



Major Collective Bargaining Agreements

U. S. Department of Labor
Bureau of Labor Statistics
Bulletin 1425-15

1974

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Agreement

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Hours, Overtime and Weekend Work

Major Collective Bargaining Agreements

U. S. Department of Labor
Peter J. Brennan, Secretary

Bureau of Labor Statistics
Julius Shiskin, Commissioner

Bulletin 1425-15

1974



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Preface

This bulletin is one of a series of studies prepared by the Bureau of Labor Statistics designed to survey in depth the entire scope of the collective bargaining agreement. Other publications in the series are listed at the back of this bulletin.

Collective bargaining provisions which establish regular hours of work, hours subject to overtime and weekend premium pay, premium pay rates, and the various rules related to hours of work and overtime are analyzed in this bulletin. These provisions, like wage provisions, are among the most basic in the agreement. Most of the workers covered by the agreements are ensured of minimum standards for weekly hours of work and overtime premium pay under the Fair Labor Standards Act of 1938, as amended. These minimum standards serve as a basis for the negotiation of more liberal terms that, in one form or another, appear in most collective bargaining agreements.

Virtually all collective bargaining agreements in the United States covering 1,000 workers or more, exclusive of those in railroads, airlines, and government, provide the basis for this bulletin; it does not necessarily reflect practices under smaller agreements. All agreements studied are maintained as part of a current file for public and government use under Section 211 of the Labor-Management Relations Act of 1947.

The interpretation and classification of contract clauses found in this bulletin represent our understanding as outsiders and is not necessarily that of the parties who negotiated them. The clauses, identified in an appendix, are not intended as model or recommended clauses.

This bulletin was prepared in the Division of Industrial Relations, Office of Wages and Industrial Relations, by Winston L. Tillery, assisted by Bernard J. Hause, Homer R. Kemp, Jr., and Carl A. Batlin, under the general direction of Leon E. Lunden, Project Director.

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Chapter I. Introduction

A fundamental section of most collective bargaining agreements establishes the basic daily and weekly hours of work, and the conditions under which employers will pay overtime or weekend premium rates. A workweek of 40 hours has been the legal standard for most American workers since 1938, when the Federal Fair Labor Standards Act was passed. In general, the law requires employers engaged in interstate commerce to pay their employees one and one-half times the regular wage rate for all work over 40 hours a week.¹

Although most collective bargaining agreements do not exceed FLSA standards for weekly overtime as such, within the FLSA framework negotiators have developed rules requiring daily overtime pay after 8 or fewer hours, and premium pay for work on Saturdays, Sundays, or equivalent rest days. Many agreements do require weekly overtime pay after less than 40 hours, a premium higher than time and one-half, or both. Many count certain absences as time worked in computing overtime hours. The agreements also commonly establish rules governing the distribution of overtime work, the right of employees to decline such work, and many other conditions not covered by the FLSA or other laws. These rules are discussed in this bulletin.

Scope of study

For this study the Bureau examined 1,690 major collective bargaining agreements, each covering 1,000 workers or more, or nearly all agreements of this size, excluding railroads, airlines, and government, in the United States. The contracts covered approximately 7.4 million workers, or almost half the total under collective bargaining agreements outside the excluded industries. Of these, 879 agreements, covering about 3.7 million workers, were in manufacturing industries, and 811, covering almost the same number of workers, were in non-manufacturing. All agreements were in effect in mid-1972, with the majority remaining in effect during 1973 and later.

All the agreements were examined for the basic hours, overtime, and weekend provisions. A sample of

433 of the agreements, or approximately one in four, based on descending order of worker coverage within industries, was selected for a more detailed analysis of various aspects of these provisions.

Where possible, comparisons have been made with a Bureau study of agreements in effect in 1956-57—Premium Pay for Night, Weekend, and Overtime Work in Major Union Contracts (BLS Bulletin 1251, June, 1959). Significant changes are discussed.

As far as possible the present study has been limited to an analysis of the hours and overtime provisions applicable to single shift or daytime shift workers, or to provisions covering employees on multiple shift or rotating shift operations which establish an identical number of hours for all shifts, and (usually) a wage differential for the less desirable schedules. In agreements that establish differing numbers of hours, usually scheduling evening or night shift workers for shorter periods, only the terms applicable to the day shift workers are included in the study. Shift differential payments are not within the scope of this study.

Clauses quoted in this bulletin were selected to illustrate either typical procedures or the variety of ways in which negotiators handled a specific situation. The clauses are numbered, and the agreements from which they were taken are identified in appendix B. Appendix A contains several complete hours, overtime and weekend provisions, to show how the various parts of the clauses are integrated in an agreement. Minor editorial changes were made to enhance clarity or to eliminate irrelevant wording.

Related studies

Most closely related of the present series of agreement analyses is Bulletin 1425-9 — Major Collective Bargaining Agreements: Vacation and Holiday Provisions—specifically, the holiday section. In most agreements, work on holidays is paid for at premium rates, as is most work on weekends, as noted in the present study. In many agreements holiday and weekend work are subject to similar rules and restrictions. The hours, overtime, weekend, and holiday provisions often appear in the same section of the agreement.

Several other bulletins in the 1425 series indirectly or broadly relate to the present one. Clauses defining

¹ The law has been modified several times to cover employer categories previously excluded.

management rights, including the scheduling of hours and overtime, were analyzed in Management Rights and Union - Management Cooperation (Bulletin 1425-5). Guarantees of minimum daily or weekly hours of work were studied in Supplemental Unemployment Benefit Plans and Wage-Employment Guarantees (Bulletin 1425-3). Sections on limitations on overtime during layoffs, and shortened working hours to avoid layoffs are included in Layoff, Recall, and Worksharing Provisions (Bulletin 1425-13).

A related bulletin not in the series is Premium Pay Provisions for Weekend Work in Seven Continuous-

Process Industries, 1966 (Bulletin 1480). The earlier Bulletin 1251 - Premium Pay for Night, Weekend, and Overtime Work in Major Union Contracts - has already been mentioned.

Prevalence of hours and overtime provisions

Virtually all of the 1,690 agreements examined referred to regular hours of work, overtime hours and rates, or both. (See table 1.) About 7 percent of the agreements referred to overtime hours only, with no direct reference to regularly scheduled straight-time hours.² One percent of the agreements referred to regular hours only, without mentioning overtime. More than 75 percent of the agreements in all industries except services contained both hours of work and overtime provisions. The prevalence of weekend work provisions is discussed in a later section.

²These usually specified daily and weekly hours, but indicated that hours cited were for use in computing overtime only. Therefore, in a technical sense the provisions could not be defined as establishing basic daily or weekly schedules, although that may have been their intent.

Chapter II. Regularly Scheduled Hours of Work

Of the 1,690 agreements examined, 1,524, or more than 90 percent, specified the regularly scheduled or basic daily or weekly hours of work, or both.¹ The provisions applied to nearly 6.1 million workers, or 82 percent of the 7.4 million workers covered by all agreements studied. (See table 2.)

Daily and weekly hours

Both daily and weekly hours were specified in 92 percent of the agreements referring to basic hours of work. Almost three-quarters of these stipulated the same 40-hour basic, or straight-time workweek established under the Fair Labor Standards Act but, unlike the FLSA, they also divided the basic workweek into five 8-hour days. Another 147 agreements—about 10 percent of those setting daily and weekly hours—established basic hours shorter than 8 and 40. Provisions setting hours in excess of 8 daily or 40 weekly were rare.

A small proportion of the agreements having daily and weekly hours provisions varied the hours with the employees' occupation or type of work performed, or with location or season of the year. A fairly common occupational arrangement set 8 daily and 40 weekly hours for production and maintenance workers, with fewer hours for clerical employees.

The sole reference to work schedules was to daily hours in about 6 percent of the agreements. Most of these contracts established a basic 8-hour day, with a few setting a 7-hour day or varying daily hours by occupation or other conditions. About 1 percent of the agreements establishing regular weekly hours only—usually 40 hours—and a similarly small proportion provided no information on basic hours, but established a 5-day workweek.

Many of the basic hours clauses stated that the provision should not be interpreted as either a guarantee of work or a limitation on scheduling:²

- (1) The normal work day shall be 8 hours and the normal work week shall be 40 hours, being the normal time worked at straight time rates. Nothing

¹The hours indicated as basic almost always indicate the maximum straight-time hours, or hours beyond which the employer must pay a premium rate.

in this section is a guarantee of work or any number of hours of work, or a limitation on scheduling the work.

Provisions, usually brief, establishing the exact times the workday or workweek was to begin or end, i.e., defining the 24-hour day and 168-hour week, were common to many agreements. These definitions may help prevent or settle disputes over the computation and allocation of hours and pay:

- (2) A work day shall be defined to be from 7:30 a.m. to 7:30 a.m. A work week shall be defined to be from 7:30 a.m. Monday to 7:30 a.m. the following Monday.
- (3) The work week shall consist of 7 consecutive days of 24 hours each beginning at the end of the Friday evening shift and ending at the conclusion of the evening shift on the following Friday.
- (4) For the purpose of this agreement the term "workday" shall be a period of 24 hours following the starting time of the employee regular shift.
- (5) For the purpose of timekeeping, a work week shall begin and end at midnight, Sunday night.

Industry distribution of daily and weekly hours

The 8-hour day and the 40-hour week prevailed in most industries. (See tables 3 and 4.) A working schedule of less than 8 hours a day, or 40 hours a week, was the predominant pattern in three manufacturing industries, and was found with some frequency in several other industries. A 7½-hour day, 37½-hour week was relatively standard in the tobacco industry, and most apparel agreements established a 7-hour day, 35-hour week; half the printing agreements also set a 7-35 schedule, while most of the remainder in printing

²The terms "regular," "basic," "normal," and so forth, applied to working hours, do not necessarily indicate the number of hours actually scheduled or worked. The hours actually worked tend to vary with circumstances. During periods of strong demand for a product or service, for example, employers may schedule considerable overtime and weekend work, while during slow periods they may schedule short hours as alternative to layoffs. For a discussion of the latter situation see Major Collective Bargaining Agreements: Layoff, Recall and Work-sharing Procedures (BLS Bulletin 1425-13), chapter II, pp. 3-28.

provided schedules of less than 40 hours a week. A 7-hour day or 35-hour week was established by more than 10 percent of the construction agreements. A small number of construction agreements established a 36-hour workweek of 8 hours Monday–Thursday and 4 hours Friday. A few shorter hour provisions were found in other industries, including hotels and restaurants, and communications. Few agreements contained regular schedules greater than 8 hours a day or 40 hours a week.

Some retail food agreements provided for a 5-day, 40-hour week which could consist of unequal daily hours. The variation in hours reflects the need to keep the meat counter attended during all hours that the store is open, and to have more meat cutters available during peak sales hours and sales days:

- (6) The regular workweek for full time employees shall consist of 40 hours to be worked in either:
- (a) 5–8 hour days.
 - or
 - (b) 3–8-hour days, 1 short and 1 long day. The short day shall consist of 5 or 6 hours; the long day of 10 or 11 hours in accordance with applicable law.

Variations in hours of work according to occupation, type of work performed, or location appeared primarily in nonmanufacturing industry agreements. A minority of the agreements in the food processing industry varied hours according to the season, reflecting the seasonality in canneries and frozen food processing plants:³

- (7) The working hours per week on which the minimum wage is predicated shall be 40 hours within 5 days of the week for captains, hostesses and all tip classifications covered by this agreement, and 35 hours in 5 days of the week for all non-tip classifications covered by this agreement.

- (8) (A) For Alameda, Contra Costa, Marin, San Francisco and San Mateo Counties, 8 hours worked between 8 a.m. and 4:30 p.m. shall constitute a regular day's work, Monday through Thursday. On Friday, 4 hours worked between 8 a.m. and 12 noon shall constitute a regular day's work.

Four and one-half days, Monday through noon on Friday, shall constitute a regular week's work.

All hours worked in excess of 36 in 1 week shall be paid for at the overtime rate.

(B) For all other counties listed in Section 1A hereof except Monterey, San Benito, Santa Clara and Santa Cruz, 8 hours between 8 a.m. and 5 p.m. except as provided under shift work, excluding meal period, shall constitute a regular day's work at straight time rates, unless otherwise agreed upon by

the parties hereto. Any employee who works more than 5 hours without a meal period shall be paid for all work in excess of said 5 hour period (at the applicable overtime rate) until a meal period is provided (such pay shall be reckoned by the hour and a half hour).

The regular work week shall consist of 40 hours Monday through Friday at straight time.

(C) Monterey, San Benito, Santa Cruz and Santa Clara Counties shall observe a 38 hour work week effective August 1, 1971, consisting of 8 hours per day, Monday through Thursday, and 6 hours on Friday. Effective June 16, 1972, the work week for these Counties shall be 36 hours and the work day and work week shall thereafter be the same as provided for those counties in Subsection A above.

- (9) The processing season shall include any week in which fresh fruit or vegetables are processed or packed.

During the off-processing season the workday shall be 8 hours and the workweek 40 hours. Time and 1/2 shall be paid for all hours worked in excess of 8 hours a day or 40 hours a week. During the off-processing season, Saturday work shall be compensated at overtime rates.

During the processing season the workday shall be 8 hours. The workweek shall be 48 hours during the two periods referred to in Section 7 (c) and 7 (d) of the Fair Labor Standards Act, and 40 hours in any other week. Time and one-half (1 1/2) will be paid for all hours worked in excess of 8 hours a day, and double (2) time will be paid for all hours worked in excess of 12 hours in any one day; or time and one-half (1 1/2) will be paid for all hours worked in excess of the applicable 40 or 48 hours worked per week.

When the company selects a particular week as a week exempt under Section 7 (c) or 7 (d) of the Fair Labor Standards Act, that fact shall be designated at the start of each workweek. Notice thereof shall be given to employees by placing a notice on the bulletin board by the end of latest shift commencing on Wednesday of said week. The company when posting Wage and Hour Law exemption notices shall specify that during such exempt week overtime will be paid according to the terms of the union contract.

Scheduled days per week

Virtually all the agreements specifying the regular or basic workweek indicated a 5-day week, (See table 5.) The provisions often established a Monday through Friday schedule. Many, as in the last illustration, also specified the exact hours of work on these days:

- (10) The normal schedule of hours shall consist of 8 hours per day and 40 hours per week, Monday through Friday.

³ Because some sectors of the food processing industry are characterized by a short, intense processing season, the Fair Labor Standards Act does not require employers to pay overtime until after 48 hours during the busy season.

- (11) Seven hours shall constitute a day's work between the hours of 8:30 a.m. and 11:55 a.m. and from 12:30 p.m. to 4 p.m., 5 days a week, except Saturday, Sunday and Holidays. . . .

Many agreements, however, indicated the employee might be scheduled to work any 5 days of the week, or any 5 consecutive days. These often were found in industries in which some or all of the employees work on continuous operations, that is, operations such as most steel manufacturing which, if shut down, even temporarily, can be restarted only with much difficulty and expense. Many agreements indicated that the employee's workweek would not be split, that is, he would normally receive 2 consecutive days of rest. Some clauses however, indicated that the 5 working days need not be consecutive:

- (12) Forty hours, consisting of 5 days of 8 hours each in a calendar week, Sunday through Saturday, shall constitute a week's work as provided in this entire section. Employees other than those scheduled to work 6 days in a week shall receive 2 days off, not necessarily consecutive, in each calendar week.
- (13) The regular workweek for all inside employees shall consist of 5 consecutive working days. The regular work day, with the exception of drivers, shall be 8 hours per day and the regular workweek shall be 40 hours per week. . . .
The regular workweek for drivers shall be 40 hours to be worked within any 5-consecutive-day period.

Four-day week

Despite the publicity surrounding the 4-day, 40-hour week, particularly among smaller companies, only a handful of the major agreements made any reference to it. No agreement provided a 4-day, 40-hour week for all regular full-time employees. One stated only that a study would be made to determine the feasibility of the 4-day week. A few indicated that such workweek would be optional or was in effect in certain units:

- (14) The company shall have the option of scheduling work for its wholesale milk drivers on a 5-consecutive 8-hour day basis, Monday through Friday or Tuesday through Saturday, or on a 4-day a week, 10 hours a day basis. In the event the company schedules work for any of its drivers on a 4-day-a-week, 10-hours-a-day basis, such drivers must be scheduled to receive 2 of his 3 day's off consecutively between Saturday and Monday inclusive . . .

- (15) For employees assigned to 5, 8-hour days, time and one-half shall be paid for all hours worked in excess of 40 hours in a week or in excess of 8 hours in a day.

For employees assigned to 4, 10-hour days, time and one-half shall be paid for all hours worked in excess of 40 hours in a week or in excess of 10 hours in a day. An employee who works on the sixth report shall be paid time and one-half the straight time hourly rate for all work performed on that day. An employee who works on the seventh report shall be paid double the straight time hourly rate for all work performed on that day.

The scarcity of the 4-day, 40-hour week, in collective bargaining agreements may in large part be due to the difficulty of negotiating daily overtime provisions. Unions generally demand continuation of the usual provisions requiring overtime pay after 8 or fewer hours, while employers are reluctant to pay overtime for work within the basic 10-hour schedule required for the shorter workweek.

Although work on Saturdays, Sundays, or equivalent days off is common in many industries, often for considerable periods, only a handful of agreements set regular schedules in excess of 5 days a week:

- (16) Six days shall constitute a week's work. Eight hours shall constitute a day's work. All full-time employees shall receive 1 day off in establishments operating 7 days a week. No employee shall be required to be on 'standby' during his or her day off except by written authorization of his or her employer. All 'standby' time shall be paid for at his or her regular scheduled hourly rate for that day for each standby hour or fraction thereof.

Comparison with the 1957-58 study

A comparison of daily work schedules in the present study with similar data from agreements in effect in 1956-57 revealed relatively minor changes. The proportion of agreements establishing basic daily hours increased to 89.2 percent from 85.8 percent, although the worker coverage declined slightly, to 81.4 percent from 84.2 percent. The latter change may be due to a tendency for larger agreements to establish daily hours for purposes of determining overtime only; such provisions were counted in the overtime statistics, but not in daily hours statistics. The comparison also showed a

slight trend toward shorter daily hours schedules over the 15-year period:

Item	Percent			
	1956-57		1972-73	
	Agreements	Workers	Agreement	Workers
All agreements establishing daily hours	100.0	100.0	100.0	100.0
Less than 8 hours	7.8	8.0	10.0	10.3
8 hours	85.2	80.1	81.4	74.7
More than 8 hours . . . . .	.4	11.9	.2	.1
Other	6.8		8.5	15.1

¹ Separate percentages not available.

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

A comparison of weekly hours data yielded similar findings. Overall, the proportion of agreements establishing specific weekly hours of work rose to 85 percent from 83.2 percent, and worker coverage also increased, to 78.2 percent from 74.7 percent. As with daily hours clauses, the comparison revealed a very slight shift toward shorter weekly hours:

Item	Percent			
	1956-57		1972-73	
	Agreements	Workers	Agreements	Workers
All agreements establishing weekly hours	100.0	100.0	100.0	100.0
Less than 40 hours	8.4	9.9	10.9	10.8
40 hours	84.0	79.4	80.8	76.6
More than 40 hours	1.3	.4	.9	.6
Other	6.5	10.5	7.6	12.2

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

As in the 1956-57 study, the current study indicated that the vast majority of agreements established a 5-day workweek.

Schedules for part-time workers

Part-time workers are employed in significant numbers by many companies, particularly those in the retail trade, hotel and restaurant, and service industries. Of the sample of 433 agreements studied in detail, 20 established specific minimum or maximum working hours for part-time workers:

- (17) A part-time employee is one who, on a regular basis, works no less than 15 hours (12 hours in a

holiday week) and no more than 30 hours per week.

A part-time employee shall not work more than 5 days in any 1 week. . .

- (18) For part-time messengers, not less than 20 hours shall constitute their five-day work week. The work days need not be of equal length. The regular work schedule shall be posted by the company. Any such schedules of more than four but less than six hours in any one day shall include a fifteen minute paid time short relief. Schedules in excess of 6 hours in any one day shall be for a regular work day with normal relief periods. In view of the part-time status of such employees, time and one-half payment for sixth day assignment shall be paid only when any such employee actually has worked his regular 5-day assigned work week.

- (19) The normal workweek for part-time employees shall be at least 20 hours but less than 40 hours of work on not less than 4 days in each week.

Definitions setting both minimums and maximums serve to assure part-time workers of reasonably steady employment. At the same time, management was prohibited from assigning part-time workers—who usually are eligible for lower vacation, pension and holiday benefits than full-time employees—to full-time work with no change in status.

A number of provisions, not enumerated, defined part-time workers only as employees who work fewer than normal or regular daily or weekly hours:

- (20) "Regular part-time employee" is a regular employee whose normal assignment of work is less than the normal basic work week.

Limitations on schedule changes

Management's right to make unilateral changes in established work schedules often was restricted by agreement in various ways. Of the 433 sample agreements, 246 imposed such limitations, most commonly by requiring advance notice to the union or affected employees. (See table 6.)

- (21) Whenever possible, advance notice shall be given the division chairmen of general changes from the current operating schedule.
- (22) The employer must establish a regular starting time, then if the employer desires to change the established starting time, the employee(s) must be notified before the quitting time of the employee(s) regular workday of any change in the established starting time for the following day.

In over half the provisions, the company had to consult the union, or obtain its approval before a schedule change could be made:

- (23) The company shall designate the starting and stopping times of each shift; the lunch and rest periods for each shift; and, may stagger such times as between the various departments, and as between groups of employees or individuals within a department. Present practices will be continued and any proposed changes therefrom will be reported to and discussed with the union at least 5 plant working days before such changes are made. In no event will arbitrary changes be made by the company.
- (24) The employer shall arrange for starting time for work as is convenient to his operations and shall prepare a schedule showing the starting time for each employee and a copy shall be delivered to the union and to the shop steward. The starting time shall not be changed during the full term of this agreement unless mutually agreed to by the union and the employer.
- (25) The regular work week shall consist of 35 hours, to be worked in 5 days, 7 hours per day, commencing Monday morning and ending Friday afternoon. The schedule of hours now existing in each shop shall not be changed except by agreement between the union and the employer.

Thirty-nine agreements in the sample imposed a premium pay penalty if sufficient notice of a schedule change was not given:

- (26) When 24 hours or more notice before the start of work on a changed daily tour is given, the changed tour shall be the employee's scheduled tour and he shall be compensated at the basic straight-time rate, plus applicable premiums. When less than 24 hours notice before the start of work on the changed daily tour is provided, the following shall apply:

Straight-time compensation will be paid for all hours worked in the changed tour that coincide with the regularly scheduled tour. A non-scheduled tour premium of one-half ($\frac{1}{2}$) the basic straight-time rate will be paid for all hours worked that did not coincide with the regularly scheduled tour.

- (27) Presently established daily working hours of the basic work week will be continued in effect, unless changed in accordance with the provisions of this article.

In case of a change in the basic work days of an employee's basic work week, notice of at least forty-eight hours shall be given prior to the change. If not given this notice, the employee shall be paid at the overtime rate on the first day of the new schedule.

Similar notice shall be given prior to a change in the daily working hours of the basic work week. If such notice has not been given, or if a change in scheduled working hours is for less than 3 days, then the employee shall be paid at the overtime rate on the first basic work day of the new schedule for

those hours worked outside his previously scheduled hours.

Forty-eight hours' notice shall be considered to have been given if the employee is notified of the proposed change before he is released from duty on the second day preceding the change.

In a few agreements, the regulations on schedule changes depended on the number or proportion of employees affected:

- (28) The company shall have the right to schedule working hours and days, provided that if a change is made in the hours of any shift, the company will discuss the change with the union. (This means that whenever a weekly schedule involving 25 or more employees in a single department is changed, the company will notify the Chief Plant Representative prior to the effective date of the change.)
- (29) The union agrees to make exception of 1 hour in the starting time, set forth above, for a limited number (one to a shop or 2% of total employees) of service employees necessary to prepare for production on a regular shift basis. This is not to include emergency work, and such employees shall not perform production work.
- In exception to the above and at the request of either party, the employer and the union shall meet and confer on an addendum covering a work week or work hours that may be required by special conditions in any company. This paragraph shall not be subject to the grievance procedure.
- (30) The company may adjust the starting time for certain second shift and third shift work crews up to 1 hour in advance of the normal starting time for the shift. It is understood that such adjustment will not apply to more than 100 employees at any given time, without mutual consent.

Some agreements regulated the duration of a change in schedule. This generally meant that once the change was made, no further alterations were allowed for a stated period:

- (31) . . . When an employee is required to change his regularly scheduled work hours from one period to another, the change shall be for a minimum of five days unless agreed otherwise.
- (32) Eight hours shall constitute the regular work day between the hours of 8:00 A.M. and 12:00 Noon and 12:30 to 4:30 P.M., Monday through Friday, inclusive.

Where in any locality existing traffic conditions, job conditions, or weather conditions render it desirable to start the day shift at an earlier or later hour, such starting may with the mutual consent of the individual employer and the union be earlier or later without requiring payment of overtime rates by reason of the changed starting time. In that event, the starting time agreed to must continue for the duration of the job or until changed by mutual consent.

A larger number of agreements regulated the amount of time by which daily hours could be changed within a designated schedule; often, union approval was required for the change:

- (33) The employer shall post, not later than Thursday, the schedule of days off and the starting-times for the week immediately following. One week's notice shall be given of any change in the starting-time of more than 2 hours. In case of an emergency, the starting-time may be changed for 1 day only in a week by more than 2 hours, but a change in the starting-time shown on the posted schedule may be made for 1 day only in any one week, and only in case of an emergency.

Except for bona fide relief men, an employee's starting-time shall not vary more than 2 hours earlier nor 2 hours later than the posted starting time for the first day of the week. (Relief men—12 hours between shifts).

- (34) When traffic patterns on the highways or conditions at the job site require different starting times, upon agreement between the negotiating committee and the employer the 8-hour day may be worked without penalty between the hours of 7 a.m. and 5 p.m.

Split shifts

A number of industries, such as the hotel and restaurant industry, are characterized by alternating

busy and slow periods during the normal business day. Their agreements sometimes allow employers to schedule split shifts—divide the work day into 2 parts separated by more than a normal lunch period—to cope with the fluctuating busy periods with a minimum of full-time personnel:

- (35) Eight hours within 11 hours shall constitute a day's work. There shall be no more than one split in any one shift, and no split after 7 p.m.
- (36) Employer shall be free to fix the daily working hours in the hotel and may split watches so as to effect a total of 8 hours out of 13 with the exception of bartenders. This practice, however, is to be avoided except where absolutely necessary which determination, however, shall rest in the sole discretion of employer. With respect to bartenders, where mutually agreeable between union and employer, hours of work shall be 8 in 8 rather than 8 in 9 as sometimes previously existed. This provision shall not apply to the housekeeping department.

Unions and their members generally consider split shifts undesirable, and consequently, many of the agreements examined prohibited split shift scheduling altogether:

- (37) There shall be no split shifts. This means that each employee shall work the hours of his shift continuously, except for the meal time, which meal time shall not exceed 1 hour.
- (38) There shall be no split shift scheduled.

Chapter III. Daily and Weekly Overtime

Hours subject to overtime premiums

The daily or weekly hours of work beyond which an overtime premium was required was found in all but 34 of the 1,690 agreements examined. (See table 7.) Both daily and weekly hours were specified in nearly half the agreements. Under approximately 93 percent of these, overtime payments were required after 8 hours a day and 40 hours a week. Provisions for overtime after fewer daily and weekly hours were relatively rare:

- (39) All work performed in excess of 8 hours in any continuous 24 hours, beginning with the starting time of the employee's regular work shift, or in excess of 40 hours in any work week shall constitute overtime work, and shall be paid at the rate of time and one-half the employee's regular rate of pay.
- (40) Wherever the word "overtime" is used in this agreement, it means time during which an employee shall have worked for the employer (a) in excess of 7 hours in any period of 24 consecutive hours; (b) in excess of 35 hours in the regular payroll week; (c) before or after the regular working hours; or (d) on any Saturday or on any paid holiday or paid half-holiday mentioned in . . . this agreement.

Overtime was provided for after specified daily hours only, or for all work outside of regular daily hours in nearly all the remaining agreements. Overtime was to be paid after 8 hours in slightly over 50 percent of the daily hour provisions, and after fewer than 8 hours in the remainder. In 490 agreements, or about 30 percent of the overtime provisions, the premium was payable for all work outside of regularly scheduled daily hours.¹ Some provisions defined "outside of" to include all time

¹ Technically a provision requiring a premium payable for all work outside regular *daily* hours also encompasses all work outside regular *weekly* hours, as well as for all work performed after the number of hours specified. (Included in the total are a number of provisions that required overtime rates both for work outside regular hours and after regular daily and weekly hours.) These clauses do not necessarily mean that an overtime premium is always paid for all work falling outside the employee's regular hours. For example, a worker who reports late to work may not be eligible for premium pay until he completes a period equal to the length of his regular working day.

worked before or after the scheduled hours, as well as any work performed during the lunch period:

- (41) Work performed before or after the hours established for the regular work day, shall be paid for at the rate of one and one half times the employee's regular rate regardless of the number of hours worked on such work day, unless, with respect to hours worked after the regular work day, the employee shall have failed to report for work at the regular shift starting time.
- (42) Forty hours shall constitute a workweek consisting of 5 days of 8 hours each day, between the hours of 8 a.m. to 12 Noon and 12:30 p.m. to 4:30 p.m. beginning Monday through Friday.
- (a) All overtime, which is work performed before 8:00 a.m. and between 12 Noon and 12:30 p.m. and after 4:30 p.m. daily and on Saturday, Sunday, New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day, will be paid at the rate of double time or as herein after provided. . .

The proportion of provisions requiring overtime for all work outside regular hours increased significantly—to 29 percent of all agreements from 13 percent, since the earlier study of such provisions of agreements in effect in 1956-57. This in part points to a liberalization of the overtime provisions, and to the inclusion in the present study of a much larger number of contract construction agreements in which such clauses are fairly common. The proportion of such clauses also has increased in construction agreements, as well as in agreements in several other industries.

Only 30 agreements established the weekly overtime hours alone, and made no reference to daily premium hours:

- (43) Time and one-half an employee's regular rate of pay will be paid for all hours worked in excess of 40 hours in a workweek.

Overtime premium rates

Daily rate

Premium pay rates payable for daily overtime were established in 1,536 of the 1,690 agreements. (See table 8.) The predominant rate, in all but the construction industry, was time and one-half. In construction, more than half the agreements established a daily overtime

rate of double-time, or double-time for some types of work and time and one-half for other types. Construction agreements contained 124 of the 138 clauses specifying double-time, as well as 41 of 55 in which the rate varied:

(44) Double time shall be paid for all work in excess of 8 hours on any regular workday or all work performed before 8 a.m. or after 4:30 p.m. except when more than 1 shift is employed as hereinabove set forth.

(45) Double time shall be paid for all overtime.

[except that]

Watchmen and guards are to receive time and one-half as overtime pay.

(46) Time before or after the established starting or quitting time will be at the overtime rate.

The employer agrees to pay employees double (2) times the regular rate of pay for all work performed over 8 hours per day commonly known as overtime, and double (2) times the regular rate of pay for all work performed on Saturday, except that when the Laborers are the only trade on the job or when the other trades which are employed on the job at the same time are receiving time and one-half rather than double time for such overtime or Saturday work, then the employees covered by this agreement shall receive time and one-half rather than double time for such overtime or Saturday work.

A handful of clauses provided for a flat amount of premium pay to be paid for overtime, instead of the usual time and one-half or double-time:

(47) **Overtime.** Should the actor rehearse more than the hours stipulated in this rule, the manager shall pay overtime of \$9 per hour for any hour or part thereof for each instance of such overtime rehearsal.

Weekly rate

A weekly premium rate was established in 1,088 of the major agreements, or about two-thirds of the total. (See table 9.) As with the provisions for daily rates, construction agreements contained most of the provisions requiring a double-time rate for weekly overtime; 25 of 32 double-time clauses were in construction, as well as 18 of 22 clauses in which either time and one-half or double-time might apply, depending on the type of work performed or other condition. In all other industries, time and one-half was the usual weekly overtime premium:

(48) Premium pay at the rate of time and one-half shall be paid as follows: for all work performed in excess of eight hours in any twenty-four hour period and for all work performed in excess of 40 hours in any work week.

(49) Employees shall be compensated at one and one-half times their regular straight time hourly rate of pay for:

- (a) All hours worked in excess of 8 hours in a working day,
- (b) All hours worked in excess of 40 hours in a work week.

Graduated overtime provisions

In addition to the usual overtime provisions, unions have negotiated many provisions that require an additional premium for overtime in excess of a specified number of daily or weekly hours, as, for example, time and one-half after 8 hours, double-time after 12 hours. These "graduated" overtime provisions tend to discourage employers from requiring prolonged consecutive hours of work, except in emergencies, and to compensate employees for fatigue.

Graduated overtime provisions were contained in 400 of the 1,656 agreements with overtime provisions. (See table 10.) The concentration among manufacturing agreements was 31 percent, or about twice that in non-manufacturing. More than half the agreements in printing, stone, clay and glass, electrical machinery and communications industries contained graduated overtime clauses. The rate was generally time and one-half for the initial period of overtime, double-time thereafter.

Daily graduated overtime

Additional premium pay after specified daily overtime hours was called for in 352 agreements. (See table 11.) The number of hours after which the higher rate applied ranged from 8 to 24, with 12 hours the most common. An increase in the overtime rate after fewer than 12 hours was most often stipulated in printing and construction agreements, 12 hours in stone, clay and glass, and machinery, both electrical and non-electrical, and 16 hours in paper and utilities agreements. In some paper industry agreements, there was no increase in the overtime rate, but the premium was paid retroactive to the start of work if the employee worked beyond the specified time:

(50) ... Overtime rates shall be on the following basis:

(A) For each of the first 2 hours worked in excess of the standard work day and any day from Monday to Friday, inclusive, an employee shall receive one and one-half times his hourly shift wage.

(B) For the third and each additional hour worked in excess of such standard work day

from Monday to Friday, inclusive, an employee shall receive 2 times his hourly shift wage.

- (51) SECTION 1—Time and one-half will be paid for hours worked in excess of 8 in one work day. Such hours will not be counted in computing hours worked for weekly overtime.

SECTION 2—Double time will be paid for hours worked in excess of 12 in one work day. Such hours will not be counted in computing hours worked for weekly overtime.

- (52) The normal working schedule shall be seven and one-half (7½) hours per day and 5 days per week.

Monday through Friday, inclusive, with overtime pay of time and one-half for all work performed over 7½ hours in any one day or 37½ hours in any one week. Work performed before a mutually agreed upon starting time or in excess of 7½ hours (plus one-half hour for lunch) after a mutually agreed upon starting time will be paid at the rate of time and one-half. All work in excess of 3¾ hours before a mutually agreed upon starting time or in excess of 11¼ hours (plus one-half hour for lunch) after a mutually agreed upon starting time will be paid at the rate of double time.

- (53) When an employee actually works more than 16 hours in a 24 hour period beginning with the starting time of a designated shift, he shall be paid at the overtime rate for all hours worked, beginning with the first hour, until he has had a rest period of 8 consecutive hours. The meal time taken during the first 8 hours will count as time worked towards the 16 hours but not for pay purposes.

A three-step increase in the overtime rate was established in a small number of agreements:

- (54) Overtime shall consist of all work performed before or after the established daily and weekly schedule of hours . . .

For the first 3 consecutive hours of continuous work, time and one-half; for any part of the succeeding three (3) hours of continuous work, double time, and for any part of the third 3 hours of continuous work, triple time.

- (55) Hours worked under the following conditions will be compensated at the following premium rates . . .

Hours worked in excess of 12 in any one workday, off-day, or continuous work period — double time. Hours worked in excess of 18 — 2½ times the straight-time hourly rate.

Weekly graduated overtime

Graduated weekly overtime clauses were found almost entirely in the communications agreements, and in communications equipment (Western Electric) agreements. (See table 12.) These for the most part required

payment of the graduated rate for work in excess of 49 hours per week:

- (56) All time worked in excess of 40 hours in any payroll week shall be paid for at time and one-half except time worked which has been otherwise compensated at time and one-half or more. For time worked in excess of 49 hours in a week the maximum overtime compensation rate shall be increased to double time.

- (57) Pay at time and one-half shall apply to authorized time worked . . .

In excess of 8 hours in 24 consecutive hours. . . .

Pay at double time shall apply to authorized time worked . . .

In excess of 49 hours of authorized time worked in the workweek, except that the hours not worked for which an employee is paid in observance of a designated holiday in accordance with Paragraph 2 of Article 00—Pay for Holidays of this Agreement shall be credited in computing such 49 hours of authorized time worked.

Provisions banning pyramiding of premium rates

Situations often arise in which an employee theoretically is eligible for payment under two or more overtime provisions (i.e., pyramiding of rates) for the same working period. For example, he may work on a Sunday after completing 40 hours of work, and be eligible for both overtime and Sunday premiums. In practice, however, the employee is paid only one premium.

Pyramiding was prohibited to prevent misunderstanding and possible grievances in slightly more than half (218) of the 433 agreement sample. The contract usually limited pay to the premium carrying the higher rate:

- (58) Overtime payment shall not be duplicated for the same hours worked under the terms of this agreement, but the higher of the applicable premiums shall be used. To the extent that hours are compensated for at overtime rates under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provisions; provided, however, that when a holiday occurs on any day for which overtime would not otherwise be paid, the hours worked on such holiday shall be counted as hours worked in determining overtime.

- (59) Nothing herein contained shall be construed as requiring a duplication or a pyramiding of holiday, Sunday, daily, or weekly overtime payments involving the same hours of labor.

Premium pay for working through lunch period

Premium pay for working through a regular lunch period was required in 66 sample agreements. Some of

the clauses permitted employees who were required to work during their lunch period a later paid period to eat lunch, or occasionally, equal time off at the end of the work day:

(60) Employees may be required to work during a part of or all their lunch period, in which case they shall be paid 30 minutes at time and one-half, or a total of 45 minutes. However, should an employee be required to work during his regular lunch period, such time will be allowed him to eat his lunch within the limits of the 4th and 6th hours after commencement of his work shift, without deduction in pay.

(61) If an hourly day employee is requested to work during his regular lunch hour, he will be paid time and one-half for all his regular lunch hour, and will be allowed an equal lunch period within 1 hour of his usual lunch time without pay, unless the employee desires to be given an equal time off at the end of the work day in lieu thereof, subject to the approval of his supervisor.

Some agreements granted premium pay to employees required to work in excess of a specified number of hours without a break for a meal. The premium rate continued in effect until a meal period had been provided:

(62) Employees required to work (exclusive of clothes changing time) more than 5 consecutive hours without a meal period shall be compensated at 1½ the regular hourly rate for all time working in excess of 5 hours until a meal period is granted by the company except:

A. In the case of employees engaged in continuous operations who are entitled to eat lunch on company time;

B. In the case of the first meal period in the day, where 5½ hours will complete the day's work;

C. In the case of a mechanical breakdown affecting the first meal period in the day, only mechanical department employees shall receive such overtime rate.

In those cases where employees who are excluded from the requirement of a meal period after 5 hours under the provisions of B. and C. above are required to work more than 5½ hours without a meal period, the overtime rate shall be paid for all time worked in excess of 5 hours until a meal period is granted. Local bargaining committees may waive the requirements that time and one-half shall be paid for hours worked in excess of 5 hours until a meal period is granted provided such waiver or modification is arranged and agreed to by local collective bargaining.

Paid meal, meal period or rest period during overtime hours

A paid meal or a paid rest period often was provided by employers when employees were required to work

overtime, particularly for long periods. The 433 agreement sample included 114 clauses of this type.

	<i>Agreements</i>	<i>Workers (thousands)</i>
Total studied	433	1,704.6
Total referring to paid meal, rest or meal period	114	336.9
Paid meal period or rest period . . .	47	124.5
Meal provided or paid for	31	119.8
Both	36	92.6

The paid meal period or rest period sometimes was given before the start of overtime hours, and could be paid at straight-time rates. Other clauses allowed the break, payable at a premium rate, only after a given period of overtime. Occasionally, additional breaks were allowed during prolonged overtime periods:

(63) Employees who, in the absence of advanced notice and by request of the company, work 4 or more hours overtime beyond their regular shift, shall receive a 30 minute break period before starting the overtime hours. Such 30 minute break periods shall be paid for by the company at straight time average hourly earnings, including shift premium if applicable.

(64) When 2 hours or more of overtime is scheduled an employee who has been working during the immediate preceding straight-time hours shall be allowed a meal period of 20 minutes on the individual employer's time at the overtime rate. The time for taking the meal period shall be scheduled by the individual employer at or about the end of the first hour of overtime.

(65) In the event employees are required to work overtime on regular work days and said overtime amounts to 2 hours or more, such employees shall be allowed a 5-minute break immediately prior to commencement of the overtime work. If said overtime amounts to 4 hours or more, such employees shall be allowed an additional 10 minute break upon the completion of 2 hours overtime.

Paid meals ordinarily were furnished only after the employee had completed a stated number of overtime hours. Some of the clauses made no reference to the paid time allowed (if any) for eating, but others provide both for the paid meal and for a specific paid meal period:

(66) Supper money in the amount of \$2.50 shall be paid to all employees after 10 hours of work.

(67) A \$1.75 meal allowance after working 2 hours overtime beyond his regular shift will be allowed each employee. If the overtime continues 5 or more hours beyond the original 2 hours he will be entitled to another \$1.75 meal allowance. Any

employee called at home and asked to report to the plant within 8 hours for work outside his regular shift will receive a \$1.75 meal allowance after working 4 hours and an additional \$1.75 meal allowance after each additional 5 hours of work outside his regular schedule. An employee who works a double shift (16 consecutive hours) will receive 2 meal allowances of \$1.75 each.

- (68) An employee required to work 10 or more hours in a row, not counting in a regular lunch period, shall be furnished lunch, or if he chooses, \$1.75 lunch money, and will be allowed 30 minutes to eat on company time. The 30 minutes is not allowed if an employee doesn't eat, or if he eats after he has punched out.

Advance notice of overtime

Advance notice of daily overtime provisions were present in 90 of the 433 sample agreements. Advance notice may enable the employees scheduled to work overtime time to arrange their outside affairs to conform to longer hours. Usually the period of notice was short in comparison to that commonly required for weekend work and could be waived:

- (69) Insofar as practicable and consistent with production requirements, the company will make every effort to notify employees scheduled . . . for daily overtime 2 hours prior to the end of their shift.
- (70) When an employee is required to work past his regular quitting time, he shall be notified at least 4 hours prior to the end of his regular shift. When an employee is required to work on Saturday, Sunday, or a holiday, he shall be notified at least 24 hours in advance.

The above paragraph shall not apply where the overtime is necessary because of an emergency condition, or it is impossible to give the required notice.

Some agreements required earlier notice, i.e., 24 hours or more. Notice to the union may enable its representatives to check in advance for violations of the agreement terms, and may ensure union representation during the overtime period:

- (71) An employee scheduled for overtime shall work unless he or she has adequate reason for not doing so, in which event the employee may be excused provided that other qualified employees normally engaged on the work involved are available. The interested union representative and the employees involved shall be given at least 24 hours' advance notice of scheduled overtime unless an emergency arises which precludes giving such notice.

Employees were sometimes excused from required overtime work if they had not been given sufficient notice:

- (72) Employees required to work overtime will be given as much advance notice as is reasonably possible. At his request, an employee shall be excused from working daily overtime if not notified at least 2 hours before the end of his shift . . .

Limitations on hours of work or overtime work

Limiting the number of daily or weekly overtime hours that an employee must work was spelled out in 85 of the 433 sample agreements. Conceivably, such limitations may be designed to spread the work or to ward off excessive fatigue accompanying prolonged work periods:

- (73) Overtime not exceeding 8 hours per week, nor more than 2 hours per day, shall be permitted.
- (74) In cases where normally no relief is required, no employee shall work in excess of 16 consecutive hours. The hour beyond which an employee shall not work will be arrived at by including all paid meal periods.
- (75) No employee will be required to work more than 16 hours in any one workday . . .

In some instances an employer, with union approval or in an emergency, could schedule overtime work beyond the specified limits:

- (76) Overtime shall not exceed 3 hours per week, except by permission of the union.
- (77) Except in emergency situations an employee will not be required nor permitted to work more than 16 consecutive hours. This provision takes precedence over any other provision or understanding which may be in conflict with this provision.

The specific right to grieve excessive daily overtime was granted in a few agreements:

- (78) The union reserves the right to file a grievance against any employer who consistently insists that an employee work 10 or more hours in any 1 day.

In industries with seasonal employment fluctuations, of which apparel is typical, some clauses restricted overtime during certain months or seasons:

- (79) Overtime shall be limited to 10 hours per week during 2 months of each of the two seasons of the year, except that the number of hours of overtime work in the shipping department shall not be limited by the agreement, and the employer need not ask the union's permission for working overtime in said department. There shall be no more than one shift of workers per day.

Some agreements contained policy statements or rules designed to prevent or limit overtime where it would delay the recall of laid off employees. The clauses

often required management to discuss the problem with union representatives:

(80) (a) The parties recognize that schedules that regularly require overtime over extended periods are undesirable and should not be used solely for the purpose of preventing the recall of laid-off or demoted employees.

(b) When employees qualified to perform the work could be recalled because it is reasonably foreseeable that there will be work for such employees for a period of two or more weeks, and management determines that such work should nevertheless be done on an overtime basis instead of recalling such employees, it will first notify the union and, upon the request of the appropriate grievance committeeman, will discuss its reasons and review with him any suggested alternative in an effort to reach a mutually satisfactory solution. (Such discussion and review will constitute full compliance with the requirements of the Subsection 21-b and Subsection 21-a above.)

(81) Except under circumstances beyond the control of management, overtime will not be worked for extended periods in classifications which include laid-off employees. When overtime in excess of 2 weeks is necessary, alternative suggestions of the union will be considered.

No absolute ban on overtime work was found in the 433 sample agreements examined. A few clauses, however, did limit overtime to emergency situations:

(82) It is agreed that overtime will not be worked except in case of emergency.

Minimum overtime payments

Some agreements in the sample guaranteed a minimum amount of work or pay—1 hour or more—to employees given overtime assignments. Such clauses tend to discourage employers from requiring short overtime periods which inconvenience employees out of proportion to their additional earnings. In some instances, there were exceptions to the guaranteed minimum:

(83) An employee who works overtime will be guaranteed a minimum of 2 hours of work or 2 hours of pay at his overtime rate.

(84) When an employee is required to work overtime beyond the end of his scheduled shift, he shall receive not less than 4 hours pay at straight time or 1½ times his regular rate for such work performed, whichever is greater. It is understood that this does not apply to an employee who may be required to remain on his assignment due to the absence or tardiness of another employee who is scheduled to relieve him.

Quite similar to minimum overtime guarantees were provisions in some agreements establishing the time units

for computing overtime. Generally, the periods ranged from 6 minutes to an hour, and an employee required to work any part of a period was to be paid for the entire period:

(85) For the purposes of overtime and other time calculations as set forth elsewhere in this agreement, time will be computed as hours and fractions of hours, said fractions to be one-tenth of the hourly rate of increments of 6 minutes. For calculating the applicable times in this context, each one-tenth of an hour or fraction thereof worked or waited will be applied to the appropriate rate as set forth elsewhere in the agreement.

(68) Overtime will be figured by quarter hours. An employee working overtime will be paid for a quarter hour when he works any part of it.

(86) Whenever time is worked which calls for the payment of overtime, overtime will be allowed for the first hour whether the first hour be fully worked or not. Time worked thereafter, which involves overtime, will be paid for in half-hour periods; a fraction of such period to count a half hour.

Prohibitions on compensatory time off

Employers with fluctuating labor needs occasionally may seek to reduce costs by requiring employees to take time off from their regular hours so as to offset overtime hours already worked. In some instances compensatory time off may be used to avoid any payment of overtime whatever. Unions are likely to oppose such practices, since the compulsory time off may result in employees being required to work irregular hours for little or no additional earnings. Compensatory time off was prohibited in 89 of the 433 sample agreements examined:

(87) The regularly scheduled hours of work shall not exceed 8 hours in any 1 day, nor 40 hours in any workweek at straight time. The workweek of any employee shall not be reduced by any overtime which he may have worked during any preceding week.

(88) All overtime shall be classed as emergency work and not subject to loss of time to keep within the established work week regulations.

(89) If an employee is required to work outside of the regular schedule, the employee shall not be required to take time off from the schedule that week in order to avoid overtime.

Agreements which permitted compensatory time off in lieu of premium pay were rare:

(90) Employees on the building maintenance staff may, but shall not be required to take compensatory time off for work performed on a Saturday, Sunday, or holiday . . . except that a regularly

scheduled night watchman may be required to take compensatory time off for work performed on a Saturday or Sunday.

Minimum rest period between shifts

A break of specified length—generally 8 hours or more for rest or sleep—between periods of work was required in 39 of the 433 sample agreements. Some of these provisions, in effect, were restrictions on overtime, since they limited the number of consecutive hours that could be worked:

- (91) No employee will be allowed to work more than 16 consecutive hours without an 8 hour break, except as mutually agreed to between the contractor and the business manager.
- (92) Employees working overtime before or after their regular shift shall not be required to take time off from their regular work schedule, provided there is at least 8 hours lapse between the end of their last work period and their next regular scheduled time for work. Whenever less than 8 hours intervenes such employees shall not be permitted to work except in case of extreme emergencies. No employee will be permitted to work more than 16 consecutive hours except in case of extreme emergency.

Others were less restrictive, requiring only that the break be given after the employee completed a work period of unspecified length:

- (93) Once an employee has completed a day's work or a night's work, said employee shall be relieved from duty for a period of at least 10 hours before he may be given a new assignment.

A few provisions guaranteed the employees a day or days off during the workweek:

- (94) Each technician shall be granted two consecutive days off during each workweek (except when a different pattern of days off may be agreed to by the union on behalf of the technicians affected). Saturday followed by Sunday as days off shall be considered as consecutive. A day off shall consist of 24 hours preceded by a 12-hour rest period; 2 days off shall consist of 48 hours preceded by a 12-hour rest period.

Continuation of premium pay during extended overtime period

Technically, the continuation of an employee's overtime period into the next workday or workweek, as defined in the agreement, might permit the employer to revert to paying the employee at straight-time rates. Many of the agreements sought to prevent this by

requiring a premium rate for all consecutive overtime hours:

- (95) **SECTION 3. Successive Days.** Overtime normally will be worked on one day but it may extend from one day to another when the time worked is continuous. Overtime may be worked either prior to, or after, or both prior to and after, the formal tour.

SECTION 4. Continuous Work. Overtime work continuous with a formally scheduled tour shall be compensated at the applicable overtime rate for actual time worked. Work time shall be considered as continuous if it immediately precedes or follows hours worked in a formal tour of duty or if the employee is requested to go back to work within 30 minutes before he has initially left the premises. When the employee is permitted, at his own request, to take reasonable time off for a meal, and then return to work, the additional time worked shall be considered continuous for the purposes of this Section.

Often, these provisions did not specify the period of time off required to break continuous hours. Occasionally a clause, however, established a minimum of 8 hours:

- (96) An employee required to work in excess of 16 hours in a 24-hour period, beginning with the starting time of a designated shift, shall be paid one and one-half times his straight-time hourly wage rate for all hours worked beginning with the first hour until he has had a rest period of 8 consecutive hours. The first 8 hours worked under this paragraph will be counted in the computation of weekly overtime. Those regularly scheduled hours compensated at time and one-half due to the employee returning to work before he has had 8 hours off shall also be counted in the computation of weekly overtime.

Rarely did a provision require continuation of premium pay for all consecutive days worked beyond a given number until the employee was provided with a day of rest:

- (97) The company will pay double time for the 7th consecutive day worked, and for each consecutive day worked until the employee receives a day off. Holidays shall be counted as days worked for the purpose of computing the seventh day worked for double time pay.

A number of provisions required the employer to pay a premium or penalty payment to an employee starting a new day's work with less than a specific period of time off:

- (98) When employees have worked 14 or more hours in the 24 hours immediately preceding the starting time of a scheduled tour on a week day, time worked during such scheduled tour equal to the

time worked in excess of 13 hours during the preceding 24 hours shall be paid for at the overtime rate.

- (99) Any employee who starts a new day's work in accordance with his prearranged starting time prior to the expiration of 12 hours from the completion of his previous day's work shall be paid for all time worked within such 12-hour period at 1½ times his applicable rate and will be guaranteed a minimum of 4 hours' work at time and one-half (1½) his applicable rate, in addition to his pay for hours worked after the expiration of 12 hours from the completion of his previous day's work.

In a few agreements, the full rest period was required, and the employee was paid for any part of the period that extended into his regularly scheduled working hours:

- (100) An employee who has worked 14 or more consecutive hours shall, upon his release, be entitled to an 8-hour rest period before he returns to work. If this rest period extends into his regularly scheduled working hours for 4 hours or more, he shall be excused from his regular tour of duty for that day and shall lose no pay thereby. If the rest period extends into his regularly scheduled hours for less than 4 hours, he shall be excused from that portion of his regular tour and lose no pay thereby.

Penalty for employer violation of overtime provisions

Financial penalties were to be levied against employers who failed to comply with the overtime provisions in 34 of the 433 sample contracts. Some clauses required the employer to pay an employee if overtime to which he was entitled was assigned to another worker. Usually, however, the penalty could be avoided by assigning the aggrieved employee to overtime work at a subsequent date:

- (101) If through the fault of the company the low man on the overtime list is not called out, he will be compensated at the appropriate overtime rates for the number of hours worked by the employees who were called unless the company has given the employee an opportunity to make up the overtime lost within 60 days after the mistake occurred.

At times, penalties could be applied if the employer failed to give advance notice, or cancelled overtime that previously had been scheduled:

- (102) If an employee, while on the job, is assigned to work overtime following the employee's shift, the employee shall be given as much notice as possible, and in any event not less than 2 hours' notice of such assignment, except in cases of emergency, when the employee shall be given as much notice as is possible in the circumstances. An emergency

shall be a situation in which the employer could not reasonably have known of the need for overtime work prior to the time of notice. An employee compelled to work overtime in the absence of an emergency, who is not given the notice required by this section, shall be compensated as the arbitrator may determine.

If an employee has been notified before the start of his shift of an overtime assignment to commence at the end of such shift, and if, for reasons beyond his control, overtime work is not available, the employee shall receive straight-time pay for the scheduled overtime not worked unless he is given not less than 12 hours' notice before the overtime was scheduled to commence that the overtime work will not be available.

- (103) When the company has notified operators of intent to work overtime on any regular work day, it may cancel such overtime by giving notice not later than 1 hour before the regular quitting time of such employees. Failure to give such notice of cancellation within the time specified shall entitle the employees involved to one-quarter hours wage at straight time.

Distribution of overtime work

The allocation of overtime work among employees was provided for in 209 of the 433 sample agreements. (See table 13.) The majority required that overtime opportunities be equally or equitably distributed, usually among qualified employees of the department or other specified unit:

- (104) Overtime will be distributed by rotation within a classification, as equally as reasonably possible among the employees in the department scheduled to work overtime. The individual employer will not be required to schedule an employee for overtime unless he has previously satisfactorily performed the assigned work.
- (105) Overtime shall be divided as equally as possible—
- a. Within departments or within other presently existing units of distribution as the case may be, or
 - b. Within such units of distribution as may be otherwise agreed.

A minority of the clauses required the overtime work to be offered to employees in descending order of seniority:

- (106) The company shall have the sole right to determine the number of employees necessary for overtime work. Overtime shall be assigned in the following manner in so far as it is practical for efficient plant operation:
- (a) When the full group is required the overtime shall be assigned on the basis of seniority

and classification to those employees of the group who have the ability to perform the work efficiently.

- (b) When less than the full group is required the overtime shall be assigned on the basis of seniority and classification to those employees of the group who have the ability to perform the work efficiently. However, when the overtime work assigned requires the services of two or more classifications, the overtime shall be assigned on the basis of seniority to those employees of the group who are in the same or higher wage grade of the work involved, provided they have the ability to perform the work efficiently. An employee, so assigned, will be paid the rate for his regular classification or the final rate for the classification of work performed whichever is higher.

- (65) Extra work in periods of parttime and overtime operations shall be by seniority among the employees in their respective departments provided the senior employees are competent to perform the work which is to be done . . .

Overtime work sometimes was offered first to the employees who normally performed the work during regular hours:

- (107) The company will make reasonable effort to assign overtime work (either on regular work days or Saturdays) to the employee who normally performs that work during the regular work hours. In the event such employee is not available the work will be assigned to employees in the same job classification starting with the one with the greater length of continuous service for the company. The next in line for such overtime work shall be the senior employee from the department in the same rate range qualified to perform the job.

- (108) When equipment is operated before or after shift, (or on Saturdays, Sundays or holidays) the employee assigned to such equipment during the regular shift shall be offered the overtime work except in the case of immediate emergency.

A few agreements referred the method of distribution of overtime work to local plant level negotiations or practice:

- (109) Division of overtime will be scheduled according to local or departmental past practices.
- (110) Conditions beyond the control of the company may necessitate overtime and extended work weeks. Such overtime shall be distributed as may be established by local supplementary agreements.

A few provisions specified the employees' rights to file a grievance over alleged inequities in overtime distribution. Such complaints were only rarely excluded from the grievance or arbitration procedure:

- (111) (a) For the sole purpose of preventing favoritism or discrimination in the distribution of overtime, the company will distribute overtime work equally among the qualified employees under the jurisdiction of each foreman who are regularly employed on such work, insofar as it may be practicable to do so. Such overtime distribution shall be made on the respective shifts on which the overtime work occurs. There is no obligation on the part of the company to distribute overtime equally between shifts nor between employees under the jurisdiction of different foremen.

(b) A grievance alleging failure of the company to comply with subsection (a) above must show a substantial inequality in such overtime distribution during the twenty-six week period immediately preceding the filing of such grievance.

- (112) The company will endeavor to distribute the opportunity to work time which requires payment at premium or overtime rates as equitably as the needs of the service will permit. Employee groups established for this purpose shall be the same as those established for selection of vacation. Such work opportunity occurring during an employee's absence from the job (vacations excepted) may or may not be considered by the company in distributing subsequent work opportunity. The provisions of this section shall not be subject to arbitration.

Clauses in 33 sample agreements provided that overtime opportunities within a given overtime unit would be extended to employees in other units under certain conditions. The provision applied usually whenever there were insufficient qualified employees available within the unit scheduling the overtime:

- (63) If the company is unable to get the number of employees required for overtime work within the department, it may then ask qualified employees from other departments if they wish to work the required overtime.

- (113) Overtime work shall be assigned on the following basis:

- (a) Overtime, when worked, shall be offered to the employee in the department, on the shift, and within the overtime group, with the least overtime hours charged.
- (b) If additional employees are required to perform such overtime work the company will, so far as practicable, select on a rotating basis those qualified employees outside the overtime group who have volunteered for such assignments, but wherever possible giving preference to qualified employees within the department on the same shift and thereafter to employees in the same or lower labor grades. Employees wishing to volunteer for overtime work in departments other than their own, for work on which they are qualified, will sign the overtime roster in the Employee Relations Office.

- (c) In the event that subsections (a) and (b) above do not provide a sufficient number of employees to meet operational requirements, the company may require employees to work overtime, assigning them as under subsection (a) in the order of their eligibility for overtime work; provided, however, that the time worked in excess of 10 hours per day or 50 hours per week shall not be mandatory.

Restrictions on eligibility of certain groups for overtime work

Overtime opportunities may be limited or prohibited for certain groups of employees. Provisions in 35 sample agreements included such restrictions. The majority of the clauses applied to probationary employees, while a few applied to temporary and part-time workers, and apprentices. Members of these groups were excluded from consideration entirely, or permitted overtime only if the opportunity to work was first made available to all regular employees of the unit:

- (114) Overtime in a classification will be offered first to employees having seniority except if the whole group is scheduled the probationary employee will also work.

A probationary employee will be offered overtime within a classification before it is offered to anyone outside the classification.

On a down day where employees are called in for cleanup work or other work not falling within their classification, employees in the department having seniority shall be offered such overtime before it is offered to the probationary employee.

Out-of-department overtime will not be offered to a probationary employee.

- (115) All overtime work is to be divided as equally as possible in the respective departments, excluding probationary, temporary, and part-time workers.
- (116) No apprentice will work hours in excess of the predominant work schedule of the department to which he is assigned, nor will an apprentice work any overtime hours unless all other available employees on his shift who are qualified to perform the overtime work have accepted or refused the overtime assignment.

The purpose of these limitations usually was to protect regular full-time employees from being deprived of overtime work as made explicit in several contracts:

- (117) The company will make a fair and equitable division of overtime opportunities among employees performing the same class of work on the same shift in the same department. Cooperative students, summer and other temporary employees, part-time employees and apprentice classified em-

ployees will not perform overtime to the extent that they displace regular employees . . .

- (118) Casual employees may be used to replace absentees but shall not be used to deprive regular employees of overtime.

Effect of absence on overtime distribution

Often an employee may miss an overtime opportunity, or his turn in the rotation, because he is absent from work. Of the 433 sample agreements examined, 43 mentioned the effect of such absence on the distribution of overtime.

<i>Effect of absence on overtime distribution</i>	<i>Agreements</i>	<i>Workers (thousands)</i>
Employee charged with amount of overtime lost	26	55.0
Employee loses turn in overtime rotation	2	2.5
Employee charged in unexcused absence, but not if absence is excused	14	43.8
Employee loses overtime privileges for specified period if absence is unexcused	1	2.4

Usually, the employee's record was to be charged with the overtime missed in the same manner as if he had worked:

- (119) An employee's overtime record shall be credited with overtime when he is asked whether he works or not. If the department works overtime, an absent employee's overtime record shall be charged with any overtime for which he would have been eligible had he not been absent.

- (120) Employees absent from the time equalization group for a period not exceeding 30 days, will be charged with hours which would have been overtime hours worked had they been present.

An employee on lay-off or an authorized leave of absence for a period in excess of 30 calendar days shall upon return to any equalization group be charged with the average hours of that group.

Some of the agreements did not charge the absent employee if his absence was excused, as when he was on approved leave or vacation:

- (121) Employees who are absent because of disability, vacation, funeral leave, jury duty or military reserve annual encampment shall not be charged with any overtime worked in their department during their absence. Employees absent for any other reason shall be charged with overtime which they otherwise would have worked. . .

Effect of absence on eligibility for overtime rate

The manner in which straight-time and overtime hours were to be computed was defined in many agreements. Time absent for designated reasons was counted as time worked in qualifying for the overtime pay. Some agreements did not specify the types of absences considered as excusable, while others listed them in detail:

- (122) Absent hours considered as excusable will be considered as hours worked for determining overtime.
- (123) Time not worked Monday through Friday because of legal holidays, lack of work, or excused absences such as the following (substantiated with positive proof) shall be counted as time worked for the purpose of computing overtime pay.
 - 1. If an employee is expected to report for work and the employee reports and is sent home because of lack of work, or other reasons beyond his control.
 - 2. Absence caused by sickness, death, funerals, and weddings of immediate relatives.
 - 3. Absences caused by personal illness (not caused by personal abuse) and medical and dental care.
 - 4. Absences caused by orders or summons of the Federal, State, County or City authorities, such as selective service requirements or jury duty. An employee detained by a government unit for a law violation will not be excused.
 - 5. Absence caused by transportation difficulties because of weather or service.
 - 6. Absence because of performing some legitimate union service.
 - 7. Any question arising on the legitimacy of any absence shall be settled between the management and the shop committee.

A few contracts did not count absences for which pay had been received as time worked in computing overtime hours:

- (124) Where an employee receives pay for time not actually worked, such time shall not be counted as hours actually worked for the purpose of computing weekly overtime.

Management sometimes reserved the right to assign overtime work only to employees with good attendance records:

- (125) The employers shall have the option to withhold overtime from employees who do not work everyday in a work week, except for illness.
- (126) Employees who are frequently or habitually absent from work shall be denied the privilege of working on overtime schedules.

Overtime record keeping

As time passes and overtime is charged or credited to each employee's record, maintaining a relatively equal distribution of overtime hours becomes more difficult. For this reason, many clauses provide for periodic adjustment of the overtime records:

- (105) Overtime records will be returned to zero at the beginning of this labor agreement.
- (92) Overtime records will be maintained on a contract period basis. At the end of the calendar year, in which the contract agreement is made, the employee(s) with the average overtime hours (i.e.: the sum of each employee's overtime divided by the number of employees in the group sharing overtime) will revert to zero. All employees lower in overtime will revert to zero. All employees higher in overtime will be adjusted to the average overtime hours (i.e.: the difference between their overtime hours and the average overtime hours). Employee(s) restricted all year will revert to zero. Employee(s) restricted after the contract year starts, and ends up with more hours than the average hours will be adjusted to the average overtime hours. Employee(s) removed from restriction will be adjusted to the high employee in the group. Employee(s) signing an overtime waiver will be adjusted to the high employee in the group at the end of each month.

The first of each month, all figures will be adjusted to the nearest whole number of hours.

All overtime, regardless of the day of the week on which it occurs, will be kept on a single record. Such records will be available to proper personnel for examination. Records will be posted monthly except in those instances where they are presently being posted at other lesser intervals.

Overtime record upon entering new unit

Under provisions requiring relatively equal distribution of overtime, problems in charging overtime records may arise when employees are hired into or transferred between overtime units. Because of variations in overtime worked from unit to unit, a transferee may have worked more or fewer hours of overtime than other employees in his new unit. A newly hired employee, of course, will have worked no overtime. Many clauses deal with this problem by adjusting the new entrant's overtime record to conform with records of other employees of the unit—often to match the record of the employee charged with the most overtime:

- (127) When an employee moves to another overtime area (e.g. shift, department, line, group, etc.) he will assume the high overtime hours in that overtime area.

Daily, as well as weekend overtime will be charged to the record, except when the whole

department is scheduled to work overtime on a day-to-day basis. In this case no charge will be made to the overtime record.

- (128) New employees, and employees permanently or temporarily transferred to another job description, or division, will assume immediately upon entrance the overtime hours of the employee in his job description in the division entered having the highest number of overtime hours charged to him, excluding any hours in excess of 8 charged as a result of any unexcused absence. An employee temporarily transferred shall again, upon returning to his regular job description, or division, assume the total hours charged to him when he left plus all hours charged while in his temporary assignment.

Only rarely does a transferee carry his actual overtime charges with him into the new unit:

- (67) An employee assigned to training will remain in his previous overtime group until such time as he takes over the new job.

An operator moving from one overtime group to another will carry his actual overtime standing to his new group.

Right to refuse overtime

Traditionally, management has reserved the right to require employees to work overtime. Many employees, on the other hand, may at times want to refuse to work overtime, because they feel that they have fulfilled their obligation to the employer by working their regular hours; even those who welcome overtime often feel they should be asked rather than told. In recent years, compulsory overtime has become an increasingly important bargaining issue. Many unions, including some that do not question management's general right to schedule and require overtime, maintain that employers can recruit enough employees on a voluntary basis to satisfy most overtime needs. Management, on the other hand, generally takes the position that overtime must be compulsory at times, because of skill requirements, emergencies, short-term increases in labor needs, or the interdependence of operations.²

Compulsory overtime was referred to in nearly a third of the 433 sample agreements examined. The provisions varied considerably in their treatment of the subject.

² A vexing problem is that many operations, such as parts assembling and some data processing, must be performed in sequences requiring a full crew during all working hours. Employees not wishing to work overtime on such operations, however, sometimes are excused if surplus employees, such as those who normally fill in for absentees, are available.

<i>Employee Rights on Refusal of Overtime</i>	<i>Agreements</i>	<i>Workers (thousands)</i>
Total	142	422.5
Can refuse, no exceptions indicated	21	73.9
Can refuse under specified conditions	83	262.0
Can refuse, but conditions, if any, are not specified	30	69.3
Cannot refuse	8	17.4

Most commonly the provisions gave employees a limited right to turn down overtime. Generally, the employee had to have a reasonable excuse, and the clauses often stated that another employee had to be available to do the work:³

- (129) An employee may refuse an overtime assignment only when he has a reasonable excuse and the refusal in such event will not prejudice his right to future overtime.

- (130) Employees shall accept overtime work unless they have a reasonable or justifiable excuse to refuse such work.

Some agreements gave senior qualified employees the option of accepting or declining offers of overtime, but required junior employees to work if sufficient volunteers were unavailable:

- (131) . . . **Section 8.** Insofar as is practicable, the company will distribute hours of work as equally as possible on any given operation and in any given department following seniority on the job or in the department involved. Overtime work shall be distributed as nearly equally as possible among all employees in a given job classification within a department and such overtime work shall be offered to such employees on the basis of their job, department and then plant seniority. Whenever special knowledge, skill or ability is required, or in the case of new and untrained employees, the company and the union may mutually agree to bypass seniority in that special instance. When overtime work is required on Saturday and the

³ The United Automobile Workers recently negotiated provisions with the three major auto makers allowing employees to refuse daily and weekend work under specified conditions. In general, work is voluntary beyond 9 hours a day, on a third consecutive Saturday, and on all Sundays, provided employees satisfy advance notice and attendance requirements. For some plants, management may elect an alternate plan requiring work up to 10 hours a day and 8 hours on Saturday, with 6 nonvoluntary Saturdays per model year. The provisions make various exceptions to the voluntary plans for designated critical plants, during build-out and model change periods, emergencies, or in the event of concerted refusals to work overtime. These agreements were not on file in the Bureau of Labor Statistics at the time this study was completed.

company has given forty-eight (48) hours notice of such overtime, the least senior employees in the department able to do the job will be required to accept the overtime where more senior employees have declined it. When the entire department is scheduled to work the overtime, all employees in that department are required to work such overtime just as on any other regular workday.

When the overtime is scheduled on a daily basis on regular workdays, the least senior employees in the department who are able to do the work shall be required to accept such overtime where more senior employees have declined it.

When additional employees over and above those in the department are required for overtime work, then such overtime work shall be offered to other employees in the plant on a plant seniority basis, and the least senior employees able to do the job shall be required to accept such overtime work where more senior employees have declined it. However, when special skills, abilities or knowledge are required, the company and the union may mutually agree to bypass seniority in that particular instance.

Whenever seniority is bypassed by mutual agreement, the employee or employees so bypassed shall be offered the next available overtime work.

Employees could decline overtime without any stated limitations in 21 agreements:

(132) All overtime hours worked shall be voluntary on the part of the employees.

(133) All overtime work shall be on a voluntary basis.

Although overtime may be voluntary, the union may be called upon to encourage its members to accept extra work during the busy season:

(25) Overtime of any kind for employees is not compulsory. However, due to the seasonal character of the industry, and for the sake of stability in the market, the union recognizes that overtime work is necessary at certain periods of the year, and therefore the union will recommend to its members to work such overtime as may be required during busy seasons.

Under the terms of a small number of agreements, employees had the option of being removed entirely from consideration for overtime for a specified period; they then would no longer be asked or be eligible to work overtime during this period, or until they requested a change of status:

(94) Each local union may submit to the employer a list of those technicians who do not desire any overtime work. The employer shall have the right to determine the number on each such list and to accept or reject the names for valid reasons. Once such list is established, the technicians whose names appear on such lists shall not work any overtime. In order to accomplish the purposes of

this provision, it may be necessary to transfer those technicians whose names appear on the lists to assignments where no overtime is required. Each of these lists will be firm for a period of 6 consecutive months but may be changed by mutual agreement between the employer and the union at the end of each such 6 month period. All other technicians will be subject to the provisions of Section 3.10 (g).

A few clauses sanctioned the right of individuals to decline overtime, but banned concerted or group refusal of the extra work:

(134) Immediately upon the employer becoming certain that overtime work is required on that day, the employer shall so notify the employees. Notification and the amount of overtime work shall be made before noon. The employees agree that there will be no concerted refusal to perform reasonable overtime work requested of them. Any individual employee who desires not to work shall notify his foreman of his intentions of not working at the time notification of overtime work is made.

Eight agreements permitted no refusals, stating that employees would be required to work overtime whenever called upon.

(135) The company shall be the sole judge as to the necessity for overtime work, and employees shall be obligated to work overtime when requested to do so.

A right to refuse overtime was indirectly referred to in 30 agreements, usually through indicating that the employee's record would be charged with the number of hours turned down, for equalization purposes. These clauses did not make clear whether the right to refuse overtime was restricted or unrestricted.

(136) Overtime shall be divided as equally as possible in each section. This shall also apply to time workers. A record of all overtime shall be kept in each section. An employee who refuses overtime shall be charged with the hours refused.

Some agreements provided for union-management negotiations of problems arising from refusal to work overtime:

(137) Employees are expected to work overtime as required by production and maintenance needs. The company agrees that in making requests for overtime work outside of the regular established basic work day or work week, it will recognize the employee's right to decline overtime work; however, concerted refusals by groups of employees cannot be tolerated. No employee shall be disciplined or lose holiday pay for declining overtime or holiday work, in the absence of prior acceptance. Should the overtime acceptance drop below 70 percent of the scheduled overtime needed, or

below 50 percent of the qualified employees in a particular classification, the company and the local union executive committee shall meet in an effort to resolve the matter. Should the matter not be resolved within 24 hours, the least senior qualified employees in the needed classification shall work.

Effect of refusal on future overtime work

The effect of refusing overtime on the employees' eligibility for further overtime opportunities was mentioned in 74 of 142 agreements referring to employees' rights on the subject. (See table 14.) By far the most common provision (50 agreements) equated overtime offered with overtime worked, and charged the employee's overtime record with the time refused:

- (138) Overtime refused or overtime missed because of absence for any reason shall be counted as overtime worked for equalization purposes.

Provisions of this type often imposed a greater penalty on an employee who accepted an overtime assignment and later refused work or failed to appear, charging his record with a multiple of the number of hours actually missed:

- (139) **Section 10. Overtime Opportunities.** . . . Employees who accept offers of overtime and do not report for such work shall be charged with twice the overtime hours offered.

Some provisions did not charge the employee's record under certain conditions, for instance, refusals of overtime work in a unit other than his own:

- (140) Employees who work overtime in another department or unit of distribution will have the amount of such overtime credited to their record on their regular overtime list. Refusals to work overtime in another department, or refusals to work overtime in another unit of distribution within the employee's department will not be charged to the employee's record.

A few contracts did not charge an employee's record with the specific time refused, but instead stated that his name would be placed at the bottom of the overtime list. He would then be denied overtime until it had been offered to all other employees on the list:

- (141) Each employee must accept overtime work at the time it is assigned to him, otherwise, he must wait for a complete rotation of overtime work in his line or group to again be assigned such work. An employee who accepts overtime offered to him and then does not report for work on the day agreed upon will lose his turn on the next overtime seniority rotation.

Sometimes the employee who declined overtime, or accepted, but failed to report, was denied further overtime opportunities for a given period:

- (126) . . . When overtime work is necessary and is scheduled in advance, it is expected that the employees shall work such overtime schedule unless the employee has a valid reason for not working the overtime. Should an employee refuse to work overtime, he may be denied the privilege of overtime work for a period of 30 calendar days.

- (65) Any employee who accepts an assignment to perform overtime work and who fails to report for such overtime shall forfeit all rights to future overtime work for a period of 30 days unless he presents an excuse which is mutually acceptable to the company and the union.

No agreements in the sample were found that required, or even permitted, employees to make up declined overtime work at a later date.

Discipline for refusal of overtime work

Although most clauses referring to the refusal of overtime limited the employee's right to refuse, only nine stipulated a disciplinary penalty, or penalty other than some loss of future overtime rights. Some clauses did not indicate the nature of the discipline, while others progressively increased the penalty for repeated refusal of overtime to include ultimate discharge:

- (142) Overtime in each classification will be offered to the employees in the classification on a voluntary basis but if an insufficient number of employees in the classification volunteer for such overtime work, the employer will assign employees with the least seniority in the classification qualified to perform such overtime work. Such employees refusing to perform such overtime work shall be subject to disciplinary action.

- (115) (a) The first time the employee refuses to work overtime (without a proven excuse) a warning notice in writing shall be given him in the presence of the steward and a copy shall be sent to the union office.

(b) The second time the employee so refuses (without a proven excuse), a warning notice in writing shall be given him in the presence of the steward and a copy shall be sent to the union office, and the employee shall be suspended for three days.

(c) The third time the employee so refuses (without proven excuse) the employee shall be subject to automatic discharge.

If notice to work overtime is not given by the employer as provided above, the employee may refuse to work overtime without being subjected to discipline.

In rare instances, discipline could also be applied to employees refusing to work the extra hours as a group:

(143) Individual requests to be excused from overtime work where such requests are based upon good personal reasons shall be honored by the employer; provided, however, employees may be discharged for concerted refusal to work overtime.

Chapter IV. Premium Pay for Weekend Work, and Related Weekend Provisions

Nearly all employees covered by collective bargaining agreements work a basic 5-day week, and usually are paid a premium for working on their regular days off, or weekends. For the majority of workers, these regular off-days are the traditional Saturday and Sunday, but for a sizeable minority, typically those on continuous operations, the "weekend," or sixth and seventh days of work may be any 2 (usually consecutive) days of the week.

Many agreements provide for premium pay both for Saturday-Sunday and for the sixth and seventh day. This is because within a single plant some workers may be on traditional Monday-Friday schedules, while others may work either fixed or rotating shifts involving any 5 days of the week. Companies in industries involving continuous processes, such as primary metals production and utilities, may assign 5-day schedules without regard to Saturday or Sunday to all or nearly all workers; companies in other industries may schedule production workers for a basic Monday-Friday workweek, but other workers engaged in round-the-clock operations (such as plant security, maintenance, and power house) for any 5 days:

(144) **Section 8.1** Overtime will be paid at the rate of 1½ times the employee's base rate for . . .

b. All hours worked on Saturday

...

Section 8.2 Overtime will be paid at the rate of 2 times the employee's base rate for all hours worked on Sunday.

...

Section 8.4 An employee assigned to a job requiring continuous coverage and scheduled to work a shift which normally includes Saturday or Sunday shall not be subject to the provisions of Section 8.1, subdivision (b), and Section 8.2 of this Article, but shall be paid at the rate of 1½ times his base rate for all hours worked by him on the sixth day in his scheduled work week and shall be paid at the rate of 2 times his base rate for all hours worked by him on the seventh day in his scheduled work week.

The Fair Labor Standards Act requires a premium only for work exceeding 40 hours a week, without

regard to specific days or weekends. Consequently, the separately negotiated weekend premium pay provisions, like the daily overtime provisions, represent a significant collective bargaining achievement. In addition, negotiators often have agreed to premium rates above the regular overtime rates, particularly for work on Sunday or the seventh day. Some agreements provide premiums for work on Sunday, or more rarely, Saturday, even when these days are included in a regular 5-day schedule. In addition, many agreements contain clauses applicable to weekend work, similar to those on overtime, covering advance notice, the right to refuse work, distribution of and limitations on work, and other matters.

Weekend premium pay

Provisions for the payment of weekend premiums were contained in more than 90 percent of the agreements studied. (See table 15.) By far the largest proportion of the agreements, or about 43 percent, established premium rates for both Saturday and Sunday, while about 11 percent applied to Sunday work only. A similar proportion set rates for Saturday, Sunday, and the sixth and seventh days of the workweek. Provisions applying to Saturday, Sunday, and the seventh day, and the sixth and seventh day, each accounted for 7 or 8 percent of the agreements. The remaining provisions represented less common weekend pay practices reflecting the needs of individual establishments. The 24 provisions requiring premium pay for the sixth day only, for example, may suggest that employees are neither required nor permitted to work a seventh day.

Weekend premium days, by industry

Agreements in several industries showed strong patterns in their treatment of weekend premium pay. In construction agreements, which usually stipulate specific Monday-Friday straight-time hours, fully 95 percent of the provisions referring to weekend work established premium rates for both Saturday and Sunday. These

were also the premium days in more than half the weekend provisions in transportation equipment (64 percent), nonelectrical machinery and leather products (each 58 percent), and transportation (56 percent). In the hotel and restaurant industry, over 70 percent of the week-end provisions set premium rates for the sixth and seventh day, enabling the companies to arrange scheduling to meet Saturday and Sunday business without penalty. Since few firms in the apparel industry schedule work on Sunday, 60 percent of the apparel provisions established Saturday as the sole premium day. In most communications provisions (61 percent) a premium applied only to Sunday—a day when most businesses are closed and the volume of telephone calls is low.¹ In 54 percent of the provisions in primary metals, premiums applied to the sixth and seventh day, and to Sunday, when worked as part of the regular 5-day schedule. The provisions in the remaining major industries showed a wider variation in their definition of weekend premium days.

Premium pay rates for Saturdays and Sundays not part of the regular schedule

Of the 1,560 agreements establishing weekend premium rates, 63 percent (990) applied these rates to work on Saturdays not scheduled as regular work days, and 82 percent (1,281) applied the rates to Sundays similarly outside of regular schedules. (See tables 16 and 17.)

The Sunday pay provisions not only appeared in more agreements than provisions covering Saturday work, but usually required a higher premium rate. In part this may be attributed to the greater significance most workers attach to Sunday as a traditional day of rest and religious holiday; in part it may be attributed to the greater fatigue factor Sunday work usually entails.

Nearly three-quarters of the Sunday provisions required payment of double time, and a small additional number set an even higher rate. By contrast, 70 percent of the Saturday clauses stipulated time and one-half. A double-time rate was required in only 22 percent of the Saturday provisions, largely concentrated in construction industry agreements. In some instances, exceptions were made under certain conditions such as emergencies:

(44) Double time must be paid for all work performed on Saturdays, Sundays and holidays:

(145) Any and all work performed on Saturday shall be compensated for at the rate of time and

one-half. Any employee ordered to work on Saturday shall be guaranteed not less than 4 clock hours of work.

Any work performed on Sundays or legal holidays shall be paid for at the rate of double and one-half times.

(146) Time and one-half the straight time rate shall be paid for all work performed (a) in excess of eight (8) hours in any one day or (b) in excess of forty (40) hours in any work week, whichever is the greater, and (c) on Saturdays. Except for emergency work and breakdown which shall be paid for at time and one-half, double time the straight time rate shall be paid for all work performed on Sundays.

Variations in Saturday and Sunday premium rates

In a minority of the provisions covering Saturday and Sunday pay, the premium rate varied with occupation or type of work performed, season, location, or other factors. Most prevalent were variations with the type of work being performed, largely found in construction agreements. Some clauses, particularly in agreements with the Laborers' Union, provided time and one-half on Saturday except when working with another craft commanding a higher rate. Other clauses set double time for most new construction, but a lower rate applied under certain conditions, as for repair work, possibly because of non-union competition:

(147) Double time will be paid for all work performed by hodcarriers and tenders for brick masons and plasterers on Saturdays, when brick masons and plasterers are working; otherwise, time and one-half will prevail for Saturdays. . . .

Double time shall be paid to any laborer specifically tending another craft whose members then are receiving double time.

(148) (4) All time worked in excess of a regular work day or the regular work week, or before the start of after the end of the regular work day and all work performed on Saturdays, Sundays and Holidays, shall constitute overtime and shall be paid at double the straight time rate except that all such overtime on jobbing and repair work shall be paid at one and one-half times the straight time rate.

The Saturday or Sunday rate under some clauses also varied with the location of the work or with the season. The seasonal variations sometimes allowed food processors and other employers to schedule weekend work at lower rates during the busy season:

(149) District 1. . . Double time shall be paid for all work performed on Saturday . . .

Districts 2A, 2B, 3 and 4 . . . All time worked in excess of 8 hours in one work day and 40 hours in

¹ The weekly graduated overtime provisions (usually providing a higher rate after 49 hours) may also to some extent serve as a premium provision for a seventh day worked.

1 workweek (including Saturday) shall be paid at the rate of 1½ times the basic rate . . .

- (150) **Inter-Campaign Overtime:** During the inter-campaign period, work performed by employees in excess of 8 hours in any one day or upon Saturday shall be considered as overtime work and payable at the rate of one and one-half times the basic hourly rate applicable and double time shall be paid for Sundays worked except the Sunday immediately preceding and the Sunday immediately following campaign, except in cases where an employee takes time off without pay during the regular workweek, Monday through Friday, in which event he may be paid straight time until a full 40 hours have been worked for the week.

Campaign Overtime: During the campaign period, all work performed in excess of 40 hours in said workweek, or work performed in excess of 8 hours in any one day, shall be considered overtime and payable at the rate of one and one-half times the basic hourly rate applicable.

Small numbers of other provisions established a time and one-half rate, usually for Sunday, increasing to double time on the basis of consecutive days, or consecutive Sundays, worked. These apparently were designed to compensate for the employees' fatigue:

- (151) Sunday work shall be paid at 1½ times the regular hourly rate, unless it is the 7th consecutive day, in which case this shall be paid at 2 times the regular hourly rate.
- (152) **Payment for Non-Consecutive Sunday Work—**An employee who works on Sunday will be paid the basic hourly wage rate on the same basis as on a weekday, plus any evening or night differential associated with the assigned trick and, in addition, a Sunday premium payment consisting of one-half the basic hourly wage rate for the hours of the assigned trick worked.

Payment for Work on Consecutive Sundays—An employee who works two or more consecutive Sundays shall be paid, for time worked on the second consecutive Sunday and each subsequent consecutive Sunday, a Sunday premium payment consisting of the basic hourly wage rate for the hours of the assigned trick worked. Whenever employees voluntarily exchange Sunday assignments, and the exchange would cause an employee to work two or more consecutive Sundays, this provision for Sunday premium payment shall not apply.

Premium rate for Saturdays and Sundays included in the regular workweek

A minority of weekend provisions established premium rates for Saturdays or Sundays when worked as a part of the regular 5-day schedule. (See tables 18 and

19.) These often occurred in conjunction with clauses establishing premium pay for the sixth and seventh day worked. About 14 percent of the 1,560 weekend pay clauses required a bonus for regularly scheduled Sunday work, or more than three times the proportion for Saturday work. The Saturday provisions were widely scattered among industries, although they were most common in manufacturing agreements. Sunday provisions were most frequently encountered in the primary metals industry and in utilities.

Premium rates for Saturdays and Sundays as part of the regular workweek were time and one-half in the majority of Sunday provisions and about half of those for Saturday. The Sunday rate in many primary metals agreements recently was raised from time and one-quarter:

- (153) Overtime pay at 1½ times the regular rate will be paid for work performed on Saturday or Sunday as to an employee assigned to necessary continuous operations (jobs which by their nature normally require operating on a 7-day-per-week basis; such as fireman and stationary engineers).
- (154) For all hours worked on Sunday which are not paid for on an overtime basis . . . a premium of 25 percent based on the average straight time hourly earnings . . . shall be paid for such hours worked on Sunday. Effective August 1, 1973, the premium for Sunday work shall be increased from 25 percent to 50 percent.

For the purpose of this provision, Sunday shall be deemed to be the 24 hours beginning at 12:01 a.m., Sunday, or the regular turn changing time nearest thereto.

- (155) When Sunday is a regular scheduled day, such regular scheduled hours worked shall be compensated for at 1½ times the employee's basic rate per hour.

The lesser time and one-quarter rate was mentioned under some agreements, often as a minimum if no higher rate applied. Provisions for double time were rare, and usually applied to Sunday work:

- (156) Employees on continuous operation jobs, (as indicated in appendix B,) shall be paid a premium rate of 25 percent for hours worked on the calendar Saturday.
- (157) When Sunday is scheduled as part of an employee's regular five day workweek, if no half-time or full-time premium applies to the time worked, a premium of 25 percent of the employee's straight-time rate shall be paid for such time worked on Sunday.
- (158) Employees working on a continuous seven day operation. . . shall be paid double time for all hours worked on a Sunday.

The premium for regularly scheduled Saturdays and Sundays was at times a flat cents-per-hour amount. The flat rate usually applied only to the specific day, but in a few clauses the bonus applied to all hours worked on essential continuous operations:

- (159) Employees who are scheduled to work on Saturday as a part of their regular work schedule shall be paid 15¢ per hour in addition to their regular rate for Saturday's work.
- (160) An employee working on 40 hour rotating schedules on necessary continuous 7 day-operations will be paid a bonus equal to ten cent (10¢) times the number of hours he has worked during any such workweek. . . . This bonus shall only be paid to employees working on a necessary continuous 7 day operation involving work on Saturdays, Sundays, and holidays.

Premium pay for the sixth and seventh workday

A bonus for work on the employees' sixth day was stipulated in 526 of the 1,560 agreements referring to weekend premiums; 514 agreements required a bonus for work on the seventh day. (See tables 20 and 21.) In 436 agreements the provisions applied to both days. More than half the agreements in the chemical, petroleum refining, primary metals, electrical machinery, and hotel and restaurant industries set premium rates for both the sixth and seventh days.

The premium rate for work on the sixth day was time and one-half in more than 90 percent of the provisions, while a double time rate was required in about 70 percent of the seventh day provisions:

(161) *Overtime Computation – 7-day coverage employee*

Pay at time and one-half shall apply to authorized time worked . . .

On the employee's day in lieu of Saturday . . .

Pay at double time shall apply to authorized time worked . . .

On the employee's day in lieu of Sunday.

- (1) A. Time and one-half shall be paid for time worked by an employee on the sixth consecutive day worked in his regularly scheduled workweek.
- B. Double time shall be paid for time worked by an employee on the seventh consecutive day worked in his regularly scheduled work week.

The sixth and seventh day premiums often were contingent on the employee working all the days in his regularly scheduled week. Many clauses were worded in

terms of work on regular days off rather than sixth or seventh days worked:

- (162) An employee who works on his regular scheduled day or days off shall be paid time and one-half for all hours worked on such day or days off provided that he works his regular work schedule in the week in which such day off falls.
- (163) If employees are required to work on their scheduled day off, they shall be paid at the rate of time and one-half their regular rate.

In a few agreements, the premium applied to the days in which the least number of hours was worked, rather than the regular days off:

- (164) Where 6 days, Monday through Saturday are worked in any one week, time and one-half shall be paid for work on the day the least number of hours are worked.

Graduated weekend premium rates

The weekend premium provisions sometimes required increased rates after specified hours of work, similar to the graduated daily overtime rates discussed previously. (See tables 22 and 23.) By far the most common clauses applied to Saturday work, and were found in 129 agreements, or 13 percent of all those referring to Saturday premium pay. Fewer than 5 percent of the provisions applying to other weekend days called for a graduated rate. The provisions were widely distributed among industries, and occurred in most of the agreements (for Saturday work) in only one industry—tobacco products. No provisions were found in agreements in apparel, textiles, leather products, petroleum, mining, or hotels and restaurants.

Most graduated weekend provisions required a rate increase after 8 hours of work, usually from time and one-half to double time, and in a sense may be considered a variation of the typical daily overtime provisions. In a relatively few provisions the increase occurred after a longer or shorter period:

- (165) A. Time and one-half of the regular of pay shall be paid for all time worked. . . .

For the first 8 hours on Saturday, except for custodial maintenance and plant maintenance employees assigned to a work week of 5 consecutive days other than Monday thru Friday who shall be paid time and one-half for the first 8 hours worked on their sixth consecutive work day in their regular work week.

B. Two times the regular rate of pay shall be paid for all hours worked:

In excess of 8 hours on Saturday . . . except for custodial maintenance and plant maintenance employees assigned to a work week of 5 consecutive

days other than Monday thru Friday who shall be paid 2 times their regular rate of pay for all hours worked in excess of 8 hours on their sixth consecutive work day . . . in their regular work week.

- (166) For work performed on Saturdays, time and one-half will be paid for work not to exceed one-half of the number of hours in the employee's normal daily working schedule. Work that continues beyond that time will be paid at the rate of double time. (This provision does not apply to power plant employees, air conditioning employees, watchmen and others who regularly work on Saturdays.)

...

The normal working schedule for hourly rated employees engaged in continuous processes such as printing and coherent tobacco production will be 8 hours per day, Monday through Friday inclusive, with a mutually agreed starting time. For those employees who work on Saturdays, the first 4 hours will be paid at the rate of time and one-half. Work that continues beyond the first 4 hours will be paid at the rate of double time.

- (167) The first 10 hours of work performed on Saturday shall be paid for at 1½ times the basic hourly rates. All hours worked in excess of 10 hours on Saturday shall be paid for at double the basic hourly rates.

Although most provisions stipulated rate increases from time and one-half to double time, some required higher premiums. A small number of clauses provided for 2 rate increases:

- (168) One and one-half times an employee's regular straight-time hourly rate shall be paid . . . for the first 8 hours worked on Saturday.

Two times an employee's regular straight time hourly rate shall be paid . . . for all hours worked in excess of 8 hours on a Saturday; for the first 8 hours worked on a Sunday . . .

Two and one-half times an employee's regular straight time hourly rate shall be paid . . . for all hours worked in excess of 8 hours on a Sunday;

- (169) . . . the following rate multiples shall apply for hours worked on Sundays . . . and 7th consecutive days . . .

Sunday – up to 8 hours	1½ times
Sunday – over 8 and up to 12 hours	2 times
Sunday – over 12 hours	2½ times

...

7th consecutive day – up to 8 hours	2 times
7th consecutive day – over 8 and up to 12 hours	2½ times
7th consecutive day – over 12 hours	3 times

- (170) The overtime rate shall be 1½ times the straight time rate, it being understood, however, that work performed by an employee on a Saturday, Sunday, or holiday in excess of 8 hours shall be compensated for at the rate of 1½ times the overtime rate. The first 8 hours of work performed by employees on a Saturday, Sunday, or holiday shall be compensated for at 1½ times the straight time rate.

Comparison with 1959 study

A comparison between the prevalence of weekend premium pay provisions in the present study with provisions in effect in 1958,² for the most part, disclosed relatively small changes. The overall proportion of agreements and workers covered increased less than 1 percent. The proportion of agreements establishing Saturday and Sunday premium rates showed a similarly slight increase. Provisions for sixth and seventh day premiums showed a decline—for the sixth day from 35 percent to 31.1 percent, and for the seventh day from 35.8 percent to 30.7 percent. The proportion of workers covered by the provisions fell from 41.1 percent to 34.8 percent for sixth day work, and from 43.9 percent to 30.7 percent for the seventh day work. These changes largely may be attributed to differences in the industrial distribution of the two studies. The present study includes a much larger proportion of construction agreements than the previous one, and a much smaller proportion of agreements from primary metals, petroleum refining, and other continuous processing industries. The same industry distribution factor may be responsible for an apparent liberalization in the rates paid for non-regularly scheduled Saturdays (up from 11 percent to 22 percent) and a much higher proportion of Saturday clauses stipulating a graduated rate.

The proportion of clauses setting a premium rate for Saturdays included in the regular workweek also increased.

Minimum work requirements for weekend premium pay

Many of the weekend premiums, particularly those for Sunday, were for work on the specified day as such, without regard to the number of hours or days previously worked during the week. A minority of contracts, however, made eligibility for weekend premiums contingent on the employee's earlier attendance. Of the 433 agreements in the sample, 62 were of this type (See table 24.) The clauses were much more likely to appear

²Premium Pay for Night, Weekend, and Overtime Work in Major Union Contracts (BLS Bulletin 1251, June 1959).

in sixth-and seventh-day provisions than those dealing with Saturday or Sunday. These clauses generally based eligibility for premium pay on the number of consecutive days actually worked:

(171) 1. **6th and 7th Day Premium Pay.** Time-and-one-half shall be paid for all hours worked on the 6th day worked in any week, and double time shall be paid for all hours worked on Sunday if the 6 immediately preceding days were days worked. The company will continue its past practice in regard to the determination of what constitutes a day worked for the purpose of the provisions of this paragraph, except that an employee shall not be given credit for excused absences in the determination of what constitutes a day worked for the purposes of 6th day premium pay.

Considerable variation occurred in the requirements cited. Sometimes excused but unspecified absences were considered as time worked in determining eligibility for premium pay. Other contracts listed the specific types of excused absences:

(172) Employees who work their regularly scheduled work days during the work week, or are absent for good and sufficient reason during the work week and have made every effort to provide the company with prior notice of their absence, shall be paid one and one-half times their average hourly earnings for the week for work on Saturday.

Employees working on Sunday shall receive two times their average hourly earnings for the week for all hours worked on Sunday.

(173) Time and one-half for the sixth day as such shall not be paid to any employee who is absent from work during the week for an unjustifiable personal reason.

(174) Time and one-half will be paid for all work performed on Saturday if the employee has worked his scheduled shifts during the work week except for the following excusable absences:

(a). Union activities when authorized by the local union and/or its officers.

(b). Sickness: When employee's sickness is certified by the attending physician and/or the first aid department of the company.

(c). Where scheduling, production or mechanical difficulties prevent him from working his regularly scheduled work day.

(d). Due to death in the immediate family, pursuant to Article III, Section (G).

(e). Due to subpoena from a court of record.

(f). Jury duty.

(g). Authorized vacation.

(h). The employee has been excused from work by written permission of his foreman.

(i). Reporting for military pre-induction examination.

Some clauses did not refer to excused absences, but instead required the employee to work a stated portion of his regular workweek to qualify for a weekend premium rate:

(175) Saturday premium pay will not apply unless the employee has worked at least three days, other than Saturday, during the week.

(176) Time and one-half (1½) shall be paid [for]

...

All work performed on the 6th consecutive day worked during the work week, providing at least 4 hours work has been performed on each of the 5 previous days. Days lost due to lack of work will count as days worked for purpose of computing the 6th consecutive day.

A few provisions required that the employee work his full regular schedule to be eligible for the weekend rate. Such a clause, when combined with a time and one-half premium rate, usually gives no special consideration to weekend work as such, and is, in effect, only an overtime provision. The overtime premium may, in fact, be required by law:

(177) One and one-half times the regular hourly rate of pay will be paid for all time worked by an employee at the *direction* of the company on a sixth or a seventh workday in a workweek, provided such employee shall have performed work at the direction of the company on each of the other five workdays in such workweek and shall have reported for all work for which he shall have been scheduled, and shall not have been excused from work at his request, during such workweek; it being agreed that the workweek is the unit for the calculation of premium compensation under the provisions of this Section and as required by law . . .

Failure to meet the minimum work requirements usually meant that the employee could still work weekends at this straight-time rate. A few clauses, however, indicated that unexcused absences could result in the employee being denied weekend work altogether:

(178) The company shall not be required to assign Saturday work to an employee who was out during the first five days of the calendar week as a result of an unexcused absence. This shall not apply to scheduled Saturday work for the third shift as hereinafter provided. Double time shall be paid for all work performed on Sunday. In the case of employees employed on continuous operations in lieu of time and a half for Saturday and double time for Sunday, the company shall pay such employee time and a half for the sixth consecutive day worked in their scheduled workweek and double time for the seventh consecutive

day worked in their scheduled workweek; for such purpose an excused absence shall count as a day worked.

Most of the agreements examined did not mention work requirements for weekend premium pay. Some of these specifically stated that the premium was to be paid regardless of the number of hours or days previously worked in the week:

(179) One and one-half times the straight time hourly rate of the employee for time worked on the sixth shift of the employee's work week.

Double the straight time hourly rate of pay of the employee for time worked on the seventh shift of the employee's work week.

Regardless of the hours worked during the employee's regular work week, overtime payment shall be made for time worked by him on his sixth and/or seventh shift.

(180) In the event an employee does not work each of his 5 guaranteed days and is used on what would have been his 6th or 7th day, this work shall be at the applicable premium pay.

Advance notice of weekend work

Advance notice by the employer of work on Saturday or the sixth day was included in 56 clauses of the 433 sample agreements; 48 similar clauses applied to Sunday or the seventh day. (See table 25.) The required notice period tended to be appreciably longer than notice of daily overtime, perhaps to permit employees time to change weekend plans. Many provisions stipulated that notice be given on the same day for both Saturday and Sunday work, thus providing a longer notice period for Sunday:

(70) When an employee is required to work past his regular quitting time, he shall be notified at least 4 hours prior to the end of his regular shift. When an employee is required to work on Saturday, Sunday, or a holiday, he shall be notified at least 24 hours in advance.

The above paragraph shall not apply where the overtime is necessary because of an emergency condition, or it is impossible to give the required notice.

(144) **Section 7.3** At least 2 hours notice prior to the end of the shift will be given to employees requested to work overtime on weekdays. Employees requested to work overtime on Saturday or Sunday will be given notice prior to their lunch periods on Friday. This shall not apply to emergencies. It shall not be considered an emergency when the department supervision has knowledge of approved weekday overtime 2 hours before the end of the shift or approved weekend overtime prior to the employees' lunch time on Friday.

Some clauses required employees to accept weekend assignments upon proper notice, but allowed them to refuse the work if notice were not given:

(181) Employees are required to do such overtime work as is necessary in order to maintain production requirements except that, on request, an employee will be excused from doing such work if notice was not given by noon of the day worked for Monday to Friday overtime work [or by Friday noon for Saturday overtime work or earlier] that such work would be required, or may be excused for other reasons at the discretion of the company.

(72) **Section 5.** Employees required to work overtime will be given as much advance notice as is reasonably possible. At his request, an employee shall be excused from working . . . Saturday or Sunday overtime if not notified before the end of his lunch period on Friday.

Distribution of weekend work

Distribution of weekend work formed the subject of 41 of the sample agreements. Separate provisions for the distribution of overtime and of weekend work may be needed, in particular, where weekend work commands a higher premium rate. As with other overtime clauses, most of the weekend clauses stated that weekend assignments were to be equally or equitably distributed among eligible employees. A few provisions allocated the weekend work on the basis of seniority:

(182) Sunday and/or holiday work shall be isolated and shall not be a part of the basic work week. Each employee shall be given the opportunity to post their name for Sunday and/or holiday work and shall be entitled to such work. The employer shall schedule employees from such list for Sunday and/or holiday work, and shall rotate all such listed employees, regardless of classification, equally for all such Sunday and/or holiday work, provided they have the ability to perform such work and are otherwise authorized by this agreement to do so.

In the event an adequate staff cannot be obtained for Sunday and/or holiday work from the list, the employer can require employees to work in the reverse order of seniority to meet staffing requirements. Employees who are not on a Sunday and/or holiday list may at a later date add their name to the list, and be entitled to such work.

(183) If employment on the sixth or seventh day is offered to employees covered by this contract. It shall be offered on the basis of seniority in each job classification.

- (184) In case of overtime on Saturday, Sunday or Holidays, the oldest seniority employee holding seniority on a designated seniority line, group or department on which the overtime occurs shall be entitled to the overtime. Said employee shall operate the job of his choice of those running that day provided he is qualified to run the job. However, if an employee's regular job runs on overtime and he is not displaced by an older seniority employee, said employee must run his regular job.

Right to refuse weekend work

For many employees, the right to refuse work on regular days off is a more important issue than the right to refuse overtime work on regular work days. This concern was reflected in 44 provisions out of the 433 sample agreements. Sometimes the clause indicated that weekend work normally would be voluntary, but reserved to management the right to draft the least senior workers if the number of volunteers proved inadequate:

- (185) Under no circumstances shall an employee be required to work a seventh day in any workweek.
- (186) Overtime work on Saturday and Sunday will be on a voluntary basis, provided a sufficient number of qualified employees in the department volunteer to work. If there are not enough qualified volunteers, the least senior employee's in the department will be required to work. In the event more employees are required than are assigned to the department, the senior employees in the plant with ability to perform the work will be offered the overtime.

Often the provisions limited the right to refuse weekend assignments to employees who were opposed to working because of their religious convictions:

- (187) Recognizing the need for continuous operation, the union agrees to continuous operation for the term of this contract. Any employee who is opposed to working on Saturday or Sunday because of his religious beliefs shall not be compelled to work on such day under the continuous operation plan nor shall he be discriminated against because of such religious beliefs. Concerted action taken hereunder shall be considered a violation of this contract.
- (188) No employee who because of his religion has conscientious objections to working on Sunday will be required to work on Sunday as a condition of employment.

Limitations on weekend work

Provisions restricting or banning weekend work appeared in 51 of the 433 agreements selected for detailed examination. These generally applied to the scheduling of work on Saturdays and Sundays. Some provisions totally prohibited work on the days named, while others allowed it only upon union approval or in emergencies:

- (189) There shall be no work on Sundays . . .
- (190) There shall be no Saturday work.
- (191) Overtime shall not be worked on Saturdays, Sundays, or on recognized holidays, or days observed as such, unless or until proper representative of the union is notified by the company or its representative.
- (192) No work shall be permitted or performed on Saturdays or Sundays . . . unless permission shall have been given by the business representative in writing. Such permission, however, shall only be given in cases of danger to life or property. In such cases where such permission shall have been given the rate of compensation shall be the same as for overtime to wit: double the straight time rate.

Since the scheduling of work on the sixth and seventh days for the most part applied to essential continuous operations, limitations on such scheduling were rare, and normally applied to work by individual employees rather than to the operation itself:

- (193) No employee shall be required to work 7 consecutive days in the workweek; however, in case of emergency work performed on the 7th day in the workweek, or work performed on the 6th day in a holiday workweek, exclusive of the holiday, triple pay or 3 times the employee's regular rate shall be paid.
- (194) No employee shall work 7 days in any work week; however, it is recognized that infrequently, for reasons beyond the control of the company, this prohibition cannot apply. However, the company shall not have the option under this prohibition to work an employee 7 days in a work week if a qualified relief can be provided in accordance with the terms of the local agreements in effect at the various plants. In the event work is performed on the 7th day in a work week, the employee shall be paid at 2½ times the regular straight time rate.

Table 1. Hours and overtime provisions in major collective bargaining agreements, by industry, 1972-73

[Workers in thousands]

Industry	All agreements		Hours and overtime provisions								No hours and overtime provisions	
			Total		Hours only		Overtime only		Hours and overtime ¹			
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries	1,690	7,421.1	1,673	7,284.9	17	56.2	125	1,109.4	1531	6,119.3	17	136.2
Manufacturing	879	3,717.2	875	3,703.7	1	1.7	88	934.1	786	2,768.0	4	13.5
Ordnance and accessories	17	51.9	17	51.9	—	—	1	1.8	16	50.1	—	—
Food and kindred products	102	291.6	102	291.6	—	—	10	29.3	92	262.3	—	—
Tobacco manufacturing	8	23.1	8	23.1	—	—	1	1.0	7	22.1	—	—
Textile mill products	21	63.7	21	63.7	—	—	—	—	21	63.7	—	—
Apparel and other finished products	47	392.8	47	392.8	—	—	1	2.0	46	390.8	—	—
Lumber and wood products, except furniture	15	24.4	15	24.4	—	—	—	—	15	24.4	—	—
Furniture and fixtures	18	28.6	18	28.6	—	—	3	3.9	15	24.8	—	—
Paper and allied products	59	104.8	59	104.8	—	—	13	22.6	46	82.2	—	—
Printing, publishing, and allied industries	24	50.3	24	50.3	—	—	—	—	24	50.3	—	—
Chemicals and allied products	50	91.9	50	91.9	—	—	6	11.0	44	80.9	—	—
Petroleum refining and related industries	13	27.7	13	27.7	—	—	—	—	13	27.7	—	—
Rubber and miscellaneous plastics products	22	105.8	22	105.8	—	—	2	21.8	20	84.0	—	—
Leather and leather products	20	50.6	20	50.6	—	—	—	—	20	50.6	—	—
Stone, clay, and glass products	35	79.5	34	78.4	1	1.7	3	5.7	30	71.0	1	1.1
Primary metal industries	71	433.9	71	433.9	—	—	4	15.3	67	418.6	—	—
Fabricated metal products	40	102.7	40	102.7	—	—	1	1.0	39	101.7	—	—
Machinery, except electrical	86	232.6	86	232.6	—	—	8	14.9	78	217.8	—	—
Electrical machinery, equipment, and supplies	108	490.2	108	490.2	—	—	16	78.5	92	411.7	—	—
Transportation equipment	102	1,011.6	100	1,000.6	—	—	19	725.5	81	275.1	2	11.1
Instruments and related products	14	32.8	14	32.8	—	—	—	—	14	32.8	—	—
Miscellaneous manufacturing industries	7	27.1	6	25.8	—	—	—	—	6	25.8	1	1.4
Nonmanufacturing	811	3,703.9	798	3,581.2	16	54.5	37	175.4	745	3,351.3	13	122.7
Mining, crude petroleum, and natural gas production	15	105.1	15	105.1	—	—	2	3.3	13	101.8	—	—
Transportation ²	77	557.5	71	497.7	9	47.4	4	20.2	58	437.1	6	59.8
Communications	71	745.1	70	722.1	—	—	3	54.0	67	668.1	1	23.0
Utilities: Electric and gas	67	180.3	67	180.3	—	—	2	2.0	65	178.3	—	—
Wholesale trade	19	57.5	19	57.5	—	—	3	7.3	16	50.2	—	—
Retail trade	108	334.0	108	334.0	1	2.5	6	8.2	101	323.3	—	—
Hotels and restaurants	45	186.7	45	186.7	1	2.0	2	3.5	42	181.2	—	—
Services	60	302.7	55	269.8	2	3.4	11	70.9	42	195.6	5	32.9
Construction	345	1,229.0	344	1,222.0	3	6.3	3	4.8	338	1,210.9	1	7.0
Miscellaneous nonmanufacturing industries	4	6.2	4	6.2	—	—	1	1.2	3	5.0	—	—

¹ Includes 24 agreements which established a 5-day week, but made no other reference to basic hours schedules.

² Excludes railroad and airline industries.

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

Table 2. Regularly scheduled hours of work in major collective bargaining agreements, 1972-73

Scheduled hours of work	Agreements	Workers (thousands)
All agreements	1,690	7,421.1
Total referring to scheduled hours of work	1,524	6,077.5
Daily and weekly hours	1,419	5,769.1
Less than 7 hours daily and 35 hours weekly	6	26.0
7 hours daily, 35 hours weekly	95	431.0
7½ hours daily, 37½ hours weekly	39	124.5
8 hours 4 days, 4 hours 1 day, 36 hours weekly	7	12.3
8 hours daily, 48 hours weekly	6	18.5
8 hours daily, 40 hours weekly	1,132	4,388.9
Daily varies, 40 hours weekly	12	24.2
Vary by occupation	58	405.4
Vary by location or geographical area	9	50.9
Vary by season	6	64.9
Vary, condition not specified	10	56.7
Other daily and weekly hours ¹	39	166.1
Daily hours only	88	274.6
7 hours daily	4	10.9
8 hours daily	77	248.2
Other daily hours ²	7	15.5
Weekly hours only	17	33.8
40 hours weekly	14	24.3
Other weekly hours ³	3	9.6
No provision	166	1,343.6

¹ Includes 10 agreements, 8 hours daily, weekly hours vary; 1 agreement, 8 hours daily, 56 hours weekly; 1 agreement, 8 hours 5 days, 4 hours 1 day, 44 hours weekly; 6 agreements, less than 8 hours daily, 40 weekly, other than above; 3 agreements, more than 8 hours daily and 40 hours weekly; 4 agreements, hours subject to negotiation; 3 agreements, daily and weekly hours unclear; 3 agreements, hours vary by occupation and location; 2 agreements, daily hours vary, weekly hours less than 40; 1 agreement, hours are option of employer; 1 agreement, daily hours vary, no condition specified, weekly hours vary by occupation; 3 agreements, daily hours unclear, weekly hours 40 or less; 1 agreement, daily hours unclear, weekly hours vary by occupation.

² Includes 3 agreements, daily hours vary by occupation; 1 agreement, daily hours vary by location; 1 agreement, daily hours vary by occupation and location; 2 agreements, daily hours vary, condition not specified.

³ Includes 1 agreement, 60 hours a week; 1 agreement, weekly hours vary by location; 1 agreement, weekly hours subject to negotiation.

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

Table 3. Scheduled daily hours in major collective bargaining agreements, by industry, 1972-73
[Workers in thousands]

Industry	All agreements		Scheduled daily hours														No provision	
			Total		Less than 7 ¹		7		7½		8		Varies by occupation		Other ²			
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries	1,690	7,421.1	1,507	6,043.7	9	47.4	99	441.8	39	124.5	1,227	4,711.2	63	414.0	70	304.8	183	1,377.4
Manufacturing	879	3,717.2	768	2,713.1	6	29.0	50	276.9	20	47.7	649	2,198.6	21	55.9	22	105.2	111	1,004.1
Ordnance and accessories	17	51.9	15	48.9	—	—	—	—	—	—	15	48.9	—	—	—	—	2	3.0
Food and kindred products	102	291.6	88	257.3	—	—	4	7.8	2	3.5	66	151.0	10	27.7	6	66.4	14	34.3
Tobacco manufacturing	8	23.1	7	22.1	—	—	—	—	7	22.1	—	—	—	—	—	—	1	1.0
Textile mill products	21	63.7	21	63.7	—	—	4	21.7	—	—	17	42.0	—	—	—	—	—	—
Apparel and other finished products	47	392.8	46	390.8	—	—	28	213.3	1	1.0	13	160.2	3	15.2	1	1.1	1	2.0
Lumber and wood products, except furniture	15	24.4	15	24.4	—	—	—	—	—	—	13	21.9	1	1.2	1	1.3	—	—
Furniture and fixtures	18	28.6	15	24.8	—	—	2	3.1	1	1.0	12	20.7	—	—	—	—	3	3.9
Paper and allied products	59	104.8	45	81.0	1	1.2	—	—	1	2.0	38	70.1	5	7.8	—	—	14	23.8
Printing, publishing, and allied industries	24	50.3	24	50.3	4	8.8	12	31.0	4	5.0	2	2.0	—	—	2	3.6	—	—
Chemicals and allied products	50	91.9	43	79.8	—	—	—	—	—	—	43	79.8	—	—	—	—	7	12.1
Petroleum refining and related industries	13	27.7	13	27.7	—	—	—	—	—	—	13	27.7	—	—	—	—	—	—
Rubber and miscellaneous plastics products	22	105.8	18	60.0	1	19.0	—	—	—	—	14	32.5	—	—	3	8.5	4	45.9
Leather and leather products	20	50.6	20	50.6	—	—	—	—	3	11.8	17	38.8	—	—	—	—	—	—
Stone, clay, and glass products	35	79.5	27	67.1	—	—	—	—	—	—	26	66.0	—	—	1	1.1	8	12.5
Primary metal industries	71	433.9	66	416.8	—	—	—	—	—	—	66	416.8	—	—	—	—	5	17.1
Fabricated metal products	40	102.7	39	101.7	—	—	—	—	—	—	39	101.7	—	—	—	—	1	1.0
Machinery, except electrical	86	232.6	77	216.7	—	—	—	—	—	—	76	215.4	1	1.3	—	—	9	16.0
Electrical machinery, equipment, and supplies	108	490.2	91	410.0	—	—	—	—	1	1.4	88	395.5	—	—	2	13.2	17	80.2
Transportation equipment	102	1,011.6	79	265.4	—	—	—	—	—	—	73	253.8	1	2.8	5	8.8	23	746.2
Instruments and related products	14	32.8	13	28.8	—	—	—	—	—	—	12	27.5	—	—	1	1.3	1	4.0
Miscellaneous manufacturing industries	7	27.1	6	25.8	—	—	—	—	—	—	6	25.8	—	—	—	—	1	1.4
Nonmanufacturing	811	3,703.9	739	3,330.6	3	18.4	49	165.0	19	76.8	578	2,512.6	42	358.1	48	199.7	72	373.3
Mining, crude petroleum, and natural gas production	15	105.1	13	101.8	—	—	—	—	—	—	12	21.8	1	80.0	—	—	2	3.3
Transportation ³	77	557.5	58	449.5	1	16.0	—	—	—	—	46	378.4	6	46.0	5	9.1	19	108.0
Communications	71	745.1	64	640.7	—	—	4	17.4	6	20.1	38	461.1	9	95.3	7	46.9	7	104.5
Utilities: Electric and gas	67	180.3	65	178.3	—	—	—	—	—	—	63	174.9	1	2.1	1	1.4	2	2.0
Wholesale trade	19	57.5	16	50.2	—	—	1	1.0	—	—	12	42.9	1	3.1	2	3.2	3	7.3
Retail trade	108	334.0	98	316.2	—	—	—	—	1	5.0	76	264.6	7	15.5	14	31.2	10	17.8
Hotels and restaurants	45	186.7	43	183.2	—	—	1	1.7	7	23.0	23	80.2	9	60.3	3	18.0	2	3.5
Services	60	302.7	40	191.7	1	1.2	2	7.5	2	23.0	27	96.6	4	19.7	4	43.7	20	111.1
Construction	345	1,229.0	339	1,214.2	1	1.2	41	137.5	2	3.2	279	989.9	4	36.2	12	46.3	6	14.8
Miscellaneous nonmanufacturing industries	4	6.2	3	5.0	—	—	—	—	1	2.5	2	2.5	—	—	—	—	1	1.2

¹ Includes 5 agreements, 6 hours; 1 agreement, 6.75 hours; 3 agreements, 6.9 hours.

² Includes 30 agreements, daily hours vary, conditions not specified; 10 agreements, hours vary by location; 7 agreements, daily hours not clear; 6 agreements, hours vary with season; 6 agreements, hours vary with occupation and location; 4 agreements, hours subject to negotiation; 1 agreement, management's option; 2 agreements, 9 hours; 1 agreement, 8.5 hours; 1 agreement, 7.2 hours; 1 agreement, 7.25 hours; and 1 agreement, 7.9 hours.

³ Excludes railroad and airline industries.

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

Table 4. Scheduled weekly hours in major collective bargaining agreements, by industry, 1972-73

[Workers in thousands]

Industry	All agreements		Weekly hours									
			Total		Less than 35 ¹		35		36		37%	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries	1,690	7,421.1	1,436	5,802.9	6	26.0	96	433.6	10	33.6	39	124.5
Manufacturing	879	3,717.2	736	2,631.7	4	8.8	51	279.4	2	20.1	20	47.7
Ordnance and accessories	17	51.9	12	39.2	—	—	—	—	—	—	—	—
Food and kindred products	102	291.6	86	249.7	—	—	4	7.8	—	—	2	3.5
Tobacco manufacturing	8	23.1	7	22.1	—	—	—	—	—	—	7	22.1
Textile mill products	21	63.7	21	63.7	—	—	4	21.7	—	—	—	—
Apparel and other finished products	47	392.8	46	390.8	—	—	28	213.3	1	1.1	1	1.0
Lumber and wood products, except furniture	15	24.4	13	20.9	—	—	—	—	—	—	—	—
Furniture and fixtures	18	28.6	15	24.8	—	—	2	3.1	—	—	1	1.0
Paper and allied products	59	104.8	38	69.5	—	—	—	—	—	—	1	2.0
Printing, publishing, and allied industries	24	50.3	24	50.3	4	8.8	12	31.0	—	—	4	5.0
Chemicals and allied products	50	91.9	40	71.8	—	—	—	—	—	—	—	—
Petroleum refining and related industries	13	27.7	10	19.5	—	—	—	—	—	—	—	—
Rubber and miscellaneous plastics products	22	105.8	18	59.5	—	—	—	—	1	19.0	—	—
Leather and leather products	20	50.6	18	43.2	—	—	—	—	—	—	3	11.8
Stone, clay, and glass products	35	79.5	30	71.0	—	—	—	—	—	—	—	—
Primary metal industries	71	433.9	60	403.0	—	—	—	—	—	—	—	—
Fabricated metal products	40	102.7	37	97.7	—	—	—	—	—	—	—	—
Machinery, except electrical	86	232.6	74	205.7	—	—	—	—	—	—	—	—
Electrical machinery, equipment, and supplies	108	490.2	91	410.4	—	—	1	2.6	—	—	1	1.4
Transportation equipment	102	1,011.6	77	262.5	—	—	—	—	—	—	—	—
Instruments and related products	14	32.8	14	32.8	—	—	—	—	—	—	—	—
Miscellaneous manufacturing industries	7	27.1	5	24.2	—	—	—	—	—	—	—	—
Nonmanufacturing	811	3,703.9	700	3,171.3	2	17.2	45	154.2	8	13.5	19	76.8
Mining, crude petroleum, and natural gas production	15	105.1	12	99.4	—	—	—	—	—	—	—	—
Transportation ^a	77	557.5	55	429.8	1	16.0	—	—	—	—	—	—
Communications	71	745.1	63	634.6	—	—	4	17.4	—	—	6	20.1
Utilities: Electric and gas	67	180.3	65	178.3	—	—	—	—	—	—	—	—
Wholesale trade	19	57.5	16	50.2	—	—	1	1.0	—	—	—	—
Retail trade	108	334.0	100	318.3	—	—	—	—	—	—	1	5.0
Hotels and restaurants	45	186.7	43	183.2	—	—	1	1.7	—	—	7	23.0
Services	60	302.7	42	195.6	—	—	2	7.5	1	1.2	2	23.0
Construction	345	1,229.0	301	1,077.1	1	1.2	37	126.7	7	12.3	2	3.2
Miscellaneous nonmanufacturing industries	4	6.2	3	5.0	—	—	—	—	—	—	1	2.5

See footnotes at end of table.

Table 4. Scheduled weekly hours in major collective bargaining agreements, by industry, 1972-73—Continued

[Workers in thousands]

Industry	Weekly hours								No provision	
	40		More than 40 ²		Varies by occupation		Other ³			
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries	1,160	4,441.7	11	30.0	64	442.5	50	271.3	254	1,618.2
Manufacturing	615	2,107.0	2	3.0	21	56.0	21	109.7	143	1,085.6
Ordnance and accessories	12	39.2	—	—	—	—	—	—	5	12.8
Food and kindred products	61	133.3	2	3.0	10	27.7	7	74.4	16	41.9
Tobacco manufacturing	—	—	—	—	—	—	—	—	1	1.0
Textile mill products	17	42.0	—	—	—	—	—	—	—	—
Apparel and other finished products	13	160.2	—	—	3	15.2	—	—	1	2.0
Lumber and wood products, except furniture	11	18.4	—	—	1	1.2	1	1.3	2	3.5
Furniture and fixtures	12	20.7	—	—	—	—	—	—	3	3.9
Paper and allied products	32	59.6	—	—	5	7.9	—	—	21	35.3
Printing, publishing, and allied industries	2	2.0	—	—	—	—	2	3.6	—	—
Chemicals and allied products	40	71.8	—	—	—	—	—	—	10	20.1
Petroleum refining and related industries	10	19.5	—	—	—	—	—	—	3	8.2
Rubber and miscellaneous plastics products	15	33.5	—	—	—	—	2	7.0	4	46.3
Leather and leather products	14	30.3	—	—	—	—	1	1.1	2	7.5
Stone, clay, and glass products	28	68.6	—	—	—	—	2	2.4	5	8.5
Primary metal industries	60	403.0	—	—	—	—	—	—	11	30.9
Fabricated metal products	37	97.7	—	—	—	—	—	—	3	5.1
Machinery, except electrical	73	204.4	—	—	1	1.3	—	—	12	27.0
Electrical machinery, equipment, and supplies	88	395.9	—	—	—	—	1	10.6	17	79.8
Transportation equipment	72	251.7	—	—	1	2.8	4	8.1	25	749.1
Instruments and related products	13	31.5	—	—	—	—	1	1.3	—	—
Miscellaneous manufacturing industries	5	24.2	—	—	—	—	—	—	2	3.0
Nonmanufacturing	545	2,334.7	9	27.0	43	386.5	29	161.6	111	532.6
Mining, crude petroleum, and natural gas production	10	17.9	1	1.5	1	80.0	—	—	3	5.7
Transportation ⁴	40	348.0	3	8.5	7	49.6	4	7.7	22	127.7
Communications	38	461.1	—	—	9	95.3	6	40.8	8	110.5
Utilities: Electric and gas	63	174.9	—	—	1	2.1	1	1.4	2	2.0
Wholesale trade	12	42.9	—	—	1	3.1	2	3.2	3	7.3
Retail trade	86	281.1	1	3.5	8	16.7	4	12.0	8	15.7
Hotels and restaurants	21	66.2	3	12.0	8	62.3	3	18.0	2	3.5
Services	28	76.2	—	—	5	43.2	4	44.5	18	107.2
Construction	245	864.1	1	1.5	3	34.2	5	34.0	44	151.9
Miscellaneous nonmanufacturing industries	2	2.5	—	—	—	—	—	—	1	1.2

¹ Includes 2 agreements which schedule 30 hours weekly; 1 agreement, 33.8 hours; and 3 agreements, 34.5 hours.

² Includes 1 agreement which schedules 44 hours weekly; 2 agreements, 45 hours; 6 agreements, 48 hours; 1 agreement, 56 hours; and 1 agreement, 60 hours.

³ Includes 15 agreements, weekly hours vary, condition not specified; 10 agreements, hours vary by location; 9 agreements, hours vary with season; 3 agreements, hours vary with occupation and location; 5 agreements, hours subject to negotiation; 3 agreements, number of weekly hours not clear; 1 agreement, management's option; 1 agreement, 36.25 hours; 1 agreement, 37 hours; and 2 agreements, 39.5 hours.

⁴ Excludes railroad and airline industries.

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

Table 5. Scheduled workdays per week in major collective bargaining agreements, by industry, 1972-73

[Workers in thousands]

Industry	All agreements		Number of workdays										No provision	
			Total		5		6		Varies by occupation		Other ¹			
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries	1,690	7,421.1	1,445	5,867.3	1,369	5,407.2	12	43.2	22	190.7	42	226.3	245	1,553.8
Manufacturing	879	3,717.2	742	2,666.8	709	2,516.9	3	21.2	12	29.6	18	99.1	137	1,050.4
Ordnance and accessories	17	51.9	13	40.4	13	40.4	—	—	—	—	—	—	4	11.6
Food and kindred products	102	291.6	86	249.5	72	155.2	1	1.0	4	14.4	9	78.9	16	42.1
Tobacco manufacturing	8	23.1	7	22.1	7	22.1	—	—	—	—	—	—	1	1.0
Textile mill products	21	63.7	21	63.7	21	63.7	—	—	—	—	—	—	—	—
Apparel and other finished products	47	392.8	46	390.8	46	390.8	—	—	—	—	—	—	1	2.0
Lumber and wood products, except furniture	15	24.4	13	20.9	12	19.7	—	—	1	1.2	—	—	2	3.5
Furniture and fixtures	18	28.6	15	24.8	15	24.8	—	—	—	—	—	—	3	3.9
Paper and allied products	59	104.8	41	74.8	34	62.8	1	1.2	5	7.8	1	3.0	18	30.0
Printing, publishing, and allied industries	24	50.3	24	50.3	24	50.3	—	—	—	—	—	—	—	—
Chemicals and allied products	50	91.9	41	72.9	41	72.9	—	—	—	—	—	—	9	19.0
Petroleum refining and related industries	13	27.7	10	19.5	10	19.5	—	—	—	—	—	—	3	8.2
Rubber and miscellaneous plastics products	22	105.8	18	81.5	15	55.5	1	19.0	—	—	2	7.0	4	24.4
Leather and leather products	20	50.6	18	43.2	17	42.1	—	—	—	—	1	1.1	2	7.5
Stone, clay, and glass products	35	79.5	28	68.8	27	67.7	—	—	—	—	1	1.1	7	10.8
Primary metal industries	71	433.9	61	404.9	61	404.9	—	—	—	—	—	—	10	29.0
Fabricated metal products	40	102.7	37	97.7	36	94.2	—	—	1	3.5	—	—	3	5.1
Machinery, except electrical	86	232.6	75	206.8	75	206.8	—	—	—	—	—	—	11	25.9
Electrical machinery, equipment and supplies	108	490.2	90	408.7	89	406.1	—	—	—	—	1	2.6	18	81.5
Transportation equipment	102	1,011.6	80	273.3	76	265.1	—	—	1	2.8	3	5.5	22	738.3
Instruments and related products	14	32.8	13	28.8	13	28.8	—	—	—	—	—	—	1	4.0
Miscellaneous manufacturing industries	7	27.1	5	24.2	5	24.2	—	—	—	—	—	—	2	3.0
Nonmanufacturing	811	3,703.9	703	3,200.5	660	2,890.3	9	22.0	10	161.1	24	127.2	108	503.4
Mining, crude petroleum and natural gas production	15	105.1	12	99.4	10	17.9	1	1.5	1	80.0	—	—	3	5.7
Transportation ²	77	557.5	59	438.2	48	379.8	1	1.1	4	32.7	6	24.6	18	119.3
Communications	71	745.1	64	657.6	61	639.2	—	—	1	9.2	2	9.2	7	87.6
Utilities: Electric and gas	67	180.3	65	178.3	65	178.3	—	—	—	—	—	—	2	2.0
Wholesale trade	19	57.5	16	50.2	15	49.0	—	—	—	—	1	1.2	3	7.3
Retail trade	108	334.0	98	317.7	90	299.0	1	3.5	—	—	7	15.2	10	16.3
Hotels and restaurants	45	186.7	43	183.2	37	155.5	3	12.0	2	13.7	1	2.0	2	3.5
Services	60	302.7	42	195.0	32	119.1	2	2.4	2	25.5	6	48.1	18	107.7
Construction	345	1,229.0	301	1,076.1	299	1,047.6	1	1.5	—	—	1	27.0	44	152.9
Miscellaneous nonmanufacturing industries	4	6.2	3	5.0	3	5.0	—	—	—	—	—	—	1	1.2

¹ Includes 15 agreements, days per week vary, conditions unspecified; 9 agreements, days per week vary with season; 5 agreements, days per week vary by location; 1 agreement, days per week vary with occupation and location; 7 agreements, days per week not clear; 5 agreements, days per week subject to negotiation.

² Excludes railroad and airlines industries.

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

Table 6. Limitations on schedule changes in sample of major collective bargaining agreements, 1972-73
[Workers in thousands]

Limitation	Agreements	Workers
All agreements	433	1,704.6
Total with hours and overtime provisions	431	1,699.4
Total referring to limitations on schedule changes	246	932.0
Advance notice	234	896.3
Duration of change limited	12	26.3
Time change limited	20	71.1
Limitation depends on number or proportion of employees	5	15.5
Changes prohibited or permitted only in emergencies	2	3.1
Premium pay penalty	39	174.1
Union participation required	136	464.6
No reference to limitations	185	767.4
No reference to hours and overtime	2	5.2

NOTE: Nonadditive.

Table 7. Daily and weekly hours after which overtime premium pay provisions apply in major collective bargaining agreements, by industry, 1972-73
[Workers in thousands]

Industry	All agreements		Total with overtime provisions		Daily overtime only								Weekly overtime only			
					After Less than 8 hours ¹		After 8 hours ²		Reference to daily overtime, number of hours not specified		For work outside of daily schedule		After 40 hours		Other ³	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries	1690	7,421.1	1656	7,228.7	22	68.8	249	892.1	15	78.2	490	1,964.0	22	60.7	8	47.7
Manufacturing	879	3,717.2	874	3,702.0	16	54.5	127	411.9	—	—	179	667.8	9	14.6	2	12.9
Ordnance and accessories	17	51.9	17	51.9	—	—	1	1.2	—	—	5	12.9	—	—	—	—
Food and kindred products	102	291.6	102	291.6	—	—	8	18.9	—	—	12	26.5	6	10.7	—	—
Tobacco manufacturing	8	23.1	8	23.1	1	4.4	—	—	—	—	4	11.3	1	1.0	—	—
Textile mill products	21	63.7	21	63.7	—	—	1	2.5	—	—	3	17.7	1	1.2	—	—
Apparel and other finished products	47	392.8	47	392.8	7	19.5	5	14.6	—	—	24	237.3	—	—	1	11.6
Lumber and wood products, except furniture	15	24.4	15	24.4	—	—	2	4.0	—	—	3	4.4	1	1.7	—	—
Furniture and fixtures	18	28.6	18	28.6	1	1.0	1	1.2	—	—	7	13.7	—	—	—	—
Paper and allied products	59	104.8	59	104.8	—	—	3	5.3	—	—	6	9.8	—	—	—	—
Printing, publishing, and allied industries	24	50.3	24	50.3	4	17.8	—	—	—	—	15	25.8	—	—	—	—
Chemicals and allied products	50	91.9	50	91.9	—	—	4	6.8	—	—	10	19.5	—	—	—	—
Petroleum refining and related industries	13	27.7	13	27.7	—	—	1	1.9	—	—	3	6.3	—	—	—	—
Rubber and miscellaneous plastics products	22	105.8	22	105.8	—	—	5	11.9	—	—	1	1.0	—	—	—	—
Leather and leather products	20	50.6	20	50.6	3	11.8	3	5.3	—	—	4	20.6	—	—	—	—
Stone, clay, and glass products	35	79.5	33	76.7	—	—	4	7.0	—	—	3	4.4	—	—	—	—
Primary metal industries	71	433.9	71	433.9	—	—	5	10.2	—	—	4	8.0	—	—	—	—
Fabricated metal products	40	102.7	40	102.7	—	—	9	44.7	—	—	11	19.4	—	—	—	—
Machinery, except electrical	86	232.6	86	232.6	—	—	21	65.8	—	—	13	42.5	—	—	1	1.4
Electrical machinery, equipment, and supplies	108	490.2	108	490.2	—	—	28	120.6	—	—	17	39.2	—	—	—	—
Transportation equipment	102	1,011.6	100	1,000.6	—	—	24	86.5	—	—	31	128.6	—	—	—	—
Instruments and related products	14	32.8	14	32.8	—	—	1	2.1	—	—	1	1.3	—	—	—	—
Miscellaneous manufacturing industries	7	27.1	6	25.8	—	—	1	1.6	—	—	2	18.0	—	—	—	—
Nonmanufacturing	811	3,703.9	782	3,526.7	6	14.4	122	480.2	15	78.2	311	1,296.2	13	46.1	6	34.8
Mining, crude petroleum, and natural gas production	15	105.1	15	105.1	—	—	—	—	—	—	1	1.5	—	—	—	—
Transportation ⁶	77	557.5	62	457.3	—	—	15	80.3	—	—	21	126.8	—	—	4	13.6
Communications	71	745.1	70	722.1	—	—	2	24.4	—	—	15	222.6	4	21.7	—	—
Utilities: Electric and gas	67	180.3	67	180.3	—	—	6	9.2	—	—	35	107.6	2	2.6	—	—
Wholesale trade	19	57.5	19	57.5	1	1.0	3	6.6	—	—	7	36.8	—	—	—	—
Retail trade	108	334.0	107	331.5	—	—	11	73.8	—	—	9	18.3	4	8.9	—	—
Hotels and restaurants	45	186.7	44	184.7	—	—	10	29.5	—	—	1	5.0	—	—	—	—
Services	60	302.7	53	266.5	1	3.0	7	39.9	5	28.8	7	25.6	2	7.3	2	21.2
Construction	345	1,229.0	341	1,215.7	4	10.4	67	215.5	10	49.4	215	752.3	1	5.6	—	—
Miscellaneous nonmanufacturing industries	4	6.2	4	6.2	—	—	1	1.2	—	—	—	—	—	—	—	—

See footnotes at end of table.

Table 7. Daily and weekly hours after which overtime premium pay provisions apply in major collective bargaining agreements, by industry, 1972-73—Continued

[Workers in thousands]

Industry	Daily and weekly overtime								Overtime varies by —				No reference to overtime	
	After 7 or 35 hours		After 7½ or 37½ hours		After 8 or 40 hours		Other ⁴		Occupation		Other ⁵			
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries	11	88.8	14	40.4	726	3,313.3	29	142.3	46	331.9	24	200.8	34	192.4
Manufacturing	9	81.1	5	9.8	488	2,233.7	17	100.5	11	33.7	11	81.9	5	15.2
Ordnance and accessories	—	—	—	—	11	37.9	—	—	—	—	—	—	—	—
Food and kindred products	3	6.4	2	3.5	50	111.4	1	1.7	11	33.7	9	78.9	—	—
Tobacco manufacturing	—	—	1	4.2	—	—	1	2.2	—	—	—	—	—	—
Textile mill products	1	4.0	—	—	15	38.3	—	—	—	—	—	—	—	—
Apparel and other finished products	4	69.4	—	—	3	8.0	3	32.5	—	—	—	—	—	—
Lumber and wood products, except furniture	—	—	—	—	9	14.3	—	—	—	—	—	—	—	—
Furniture and fixtures	—	—	—	—	9	12.7	—	—	—	—	—	—	—	—
Paper and allied products	—	—	—	—	50	89.7	—	—	—	—	—	—	—	—
Printing, publishing, and allied industries	1	1.3	2	2.1	1	1.0	1	2.4	—	—	—	—	—	—
Chemicals and allied products	—	—	—	—	36	65.6	—	—	—	—	—	—	—	—
Petroleum refining and related industries	—	—	—	—	9	19.6	—	—	—	—	—	—	—	—
Rubber and miscellaneous plastics products	—	—	—	—	16	92.9	—	—	—	—	—	—	—	—
Leather and leather products	—	—	—	—	10	12.9	—	—	—	—	—	—	—	—
Stone, clay, and glass products	—	—	—	—	26	65.4	—	—	—	—	—	—	2	2.8
Primary metal industries	—	—	—	—	62	415.8	—	—	—	—	—	—	—	—
Fabricated metal products	—	—	—	—	20	38.6	—	—	—	—	—	—	—	—
Machinery, except electrical	—	—	—	—	51	123.0	—	—	—	—	—	—	—	—
Electrical machinery, equipment, and supplies	—	—	—	—	52	268.8	11	61.7	—	—	—	—	—	—
Transportation equipment	—	—	—	—	44	783.8	—	—	—	—	1	1.7	2	11.1
Instruments and related products	—	—	—	—	11	28.2	—	—	—	—	1	1.3	—	—
Miscellaneous manufacturing industries	—	—	—	—	3	6.2	—	—	—	—	—	—	1	1.4
Nonmanufacturing	2	7.7	9	30.6	238	1,079.6	12	41.8	35	298.2	13	118.9	29	177.2
Mining, crude petroleum, and natural gas production	—	—	—	—	13	23.6	—	—	1	80.0	—	—	—	—
Transportation ⁶	—	—	—	—	17	202.2	—	—	5	34.5	—	—	15	100.2
Communications	—	—	2	8.9	36	321.7	2	3.8	6	67.2	3	52.0	1	23.0
Utilities: Electric and gas	—	—	—	—	23	59.6	—	—	—	—	1	1.4	—	—
Wholesale trade	—	—	—	—	4	6.6	—	—	3	5.3	1	1.2	—	—
Retail trade	—	—	—	—	68	189.6	5	15.1	7	19.7	3	6.2	1	2.5
Hotels and restaurants	1	1.7	6	19.3	15	48.7	2	18.5	8	59.1	1	3.0	1	2.0
Services	1	6.0	—	—	22	80.6	1	2.2	4	28.5	1	23.5	7	36.3
Construction	—	—	—	—	38	144.8	2	2.2	1	4.0	3	31.7	4	13.3
Miscellaneous nonmanufacturing industries	—	—	1	2.5	2	2.5	—	—	—	—	—	—	—	—

¹Includes 16 agreements having daily overtime after 7 hours; and 6 agreements after 7½ hours.

²Includes 1 agreement specifying daily overtime after 8½ hours.

³Includes 1 agreement providing weekly overtime after 35 hours; 1 agreement, after 36 hours; 1 agreement after 37½ hours; 1 agreement, after 45 hours; 1 agreement, after 48 hours; 1 agreement, after 50 hours; and 2 agreements that refer to weekly overtime, but do not specify the number of hours.

⁴Includes 6 agreements that refer to daily and weekly overtime, but do not specify the number of daily or weekly hours; 13 agreements that refer to both daily and weekly overtime and specify the number of daily but not weekly hours; 4 agreements which refer to both daily and weekly overtime, and specify the number of weekly but not daily hours; 1 agreement with overtime after 10 hours daily and 40 hours weekly; 1 agreement, after 7 9/10 daily and 39 1/2 weekly hours; 1 agreement, after 7 1/2 daily and 40 weekly hours; 1 agreement, after 6 9/10 daily and 34 1/2 weekly hours; 1 agreement, after 8 daily and 37 1/2 weekly hours; and 1 agreement with daily overtime hours subject to negotiation and 40 weekly hours.

⁵Includes 10 agreements that vary overtime hours by season; 1 which varies hours by geographical location; 1 which varies hours by union; 1 agreement which varies hours by both occupation and geographical location, and 11 agreements which vary hours but do not specify the factors involved.

⁶Excludes railroad and airline industries.

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

Table 8. Daily overtime rates in major collective bargaining agreements, by industry, 1972-73

[Workers in thousands]

Industry	All agreements		Daily overtime rates										No provisions	
			Total		Time and one-half		Double time		Varies by occupation		Other ¹			
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries	1,690	7,421.1	1,536	6,665.9	1,336	5,977.7	138	379.4	47	192.5	15	116.3	154	755.2
Manufacturing	879	3,717.2	845	3,447.8	825	3,396.7	13	36.5	5	8.5	2	6.1	34	269.5
Ordnance and accessories	17	51.9	17	51.9	17	51.9	—	—	—	—	—	—	—	—
Food and kindred products	102	291.6	95	277.9	93	275.5	1	1.2	1	1.4	—	—	7	13.7
Tobacco manufacturing	8	23.1	7	22.1	6	18.7	—	—	—	—	1	3.4	1	1.0
Textile mill products	21	63.7	20	62.5	20	62.5	—	—	—	—	—	—	1	1.2
Apparel and other finished products	47	392.8	37	197.4	37	197.4	—	—	—	—	—	—	10	195.4
Lumber and wood products, except furniture	15	24.4	14	22.7	12	20.0	2	2.7	—	—	—	—	1	1.7
Furniture and fixtures	18	28.6	17	26.6	16	25.5	—	—	1	1.1	—	—	1	2.0
Paper and allied products	59	104.8	58	102.6	58	102.6	—	—	—	—	—	—	1	2.2
Printing, publishing, and allied industries	24	50.3	23	48.7	23	48.7	—	—	—	—	—	—	1	1.6
Chemicals and allied products	50	91.9	50	91.9	50	91.9	—	—	—	—	—	—	—	—
Petroleum refining and related industries	13	27.7	13	27.7	13	27.7	—	—	—	—	—	—	—	—
Rubber and miscellaneous plastics products	22	105.8	22	105.8	22	105.8	—	—	—	—	—	—	—	—
Leather and leather products	20	50.6	18	41.1	18	41.1	—	—	—	—	—	—	2	9.5
Stone, clay, and glass products	35	79.5	33	76.7	32	75.7	1	1.0	—	—	—	—	2	2.8
Primary metal industries	71	433.9	71	433.9	69	429.6	2	4.3	—	—	—	—	—	—
Fabricated metal products	40	102.7	40	102.7	37	95.3	2	4.7	—	—	1	2.7	—	—
Machinery, except electrical	86	232.6	85	231.3	84	230.0	1	1.3	—	—	—	—	1	1.4
Electrical machinery, equipment, and supplies	108	490.2	107	487.6	107	487.6	—	—	—	—	—	—	1	2.6
Transportation equipment	102	1,011.6	98	978.4	91	950.9	4	21.5	3	6.0	—	—	4	33.2
Instruments and related products	14	32.8	14	32.8	14	32.8	—	—	—	—	—	—	—	—
Miscellaneous manufacturing industries	7	27.1	6	25.8	6	25.8	—	—	—	—	—	—	1	1.4
Nonmanufacturing	811	3,703.9	691	3,218.2	511	2,581.1	125	342.9	42	184.0	13	110.2	120	485.7
Mining, crude petroleum, and natural gas production	15	105.1	15	105.1	15	105.1	—	—	—	—	—	—	—	—
Transportation ²	77	557.5	58	443.7	54	405.3	—	—	2	17.2	2	21.2	19	113.8
Communications	71	745.1	64	675.6	64	675.6	—	—	—	—	—	—	7	69.5
Utilities: Electric and gas	67	180.3	52	146.6	51	145.2	1	1.4	—	—	—	—	15	33.8
Wholesale trade	19	57.5	18	55.5	18	55.5	—	—	—	—	—	—	1	2.0
Retail trade	108	334.0	103	322.6	102	320.6	—	—	1	2.0	—	—	5	11.4
Hotels and restaurants	45	186.7	44	184.7	44	184.7	—	—	—	—	—	—	1	2.0
Services	60	302.7	48	236.5	41	182.2	—	—	4	5.8	3	48.5	12	66.3
Construction	345	1,229.0	285	1,042.0	118	500.9	124	341.6	35	159.0	8	40.5	60	187.1
Miscellaneous nonmanufacturing industries	4	6.2	4	6.2	4	6.2	—	—	—	—	—	—	—	—

¹ Includes 3 agreements which provide a flat dollars and cents rate; 3 agreements in which the rate varies by location; 3 agreements, rate varies by occupation and location; 1 agreement, rate varies by union, 1 agreement, rate varies, but the condition for variation is not specified; and 4 agreements which refer to overtime rates, but do not specify them.

² Excludes railroad and airline industries.

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

Table 9. Weekly overtime rates in major collective bargaining agreements, by industry, 1972-73

[Workers in thousands]

Industry	All agreements		Weekly overtime rates										No provision	
			Total		Time and one-half		Double-time		Varies by occupation		Other ¹			
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries	1,690	7,421.1	1,088	5,064.3	1,024	4,827.4	32	69.7	21	116.2	11	51.0	602	2,356.8
Manufacturing	879	3,717.2	655	2,831.0	636	2,769.4	7	12.7	3	3.4	9	45.5	224	886.3
Ordnance and accessories	17	51.9	15	49.5	15	49.5	—	—	—	—	—	—	2	2.4
Food and kindred products	102	291.6	91	261.7	88	258.2	1	1.0	1	1.4	1	1.1	11	29.9
Tobacco manufacturing	8	23.1	5	13.1	4	9.7	—	—	—	—	1	3.4	3	10.0
Textile mill products	21	63.7	20	61.2	20	61.2	—	—	—	—	—	—	1	2.5
Apparel and other finished products	47	392.8	17	140.9	17	140.9	—	—	—	—	—	—	30	251.9
Lumber and wood products, except furniture	15	24.4	12	19.2	11	18.0	1	1.2	—	—	—	—	3	5.2
Furniture and fixtures	18	28.6	12	18.7	12	18.7	—	—	—	—	—	—	6	9.9
Paper and allied products	59	104.8	55	97.3	55	97.3	—	—	—	—	—	—	4	7.5
Printing, publishing, and allied industries	24	50.3	9	12.7	9	12.7	—	—	—	—	—	—	15	37.7
Chemicals and allied products	50	91.9	46	85.1	46	85.1	—	—	—	—	—	—	4	6.8
Petroleum refining and related industries	13	27.7	12	25.8	12	25.8	—	—	—	—	—	—	1	1.9
Rubber and miscellaneous plastics products	22	105.8	17	93.9	17	93.9	—	—	—	—	—	—	5	11.9
Leather and leather products	20	50.6	12	24.0	12	24.0	—	—	—	—	—	—	8	26.6
Stone, clay, and glass products	35	79.5	28	68.4	28	68.4	—	—	—	—	—	—	7	11.1
Primary metal industries	71	433.9	64	419.2	63	417.4	1	1.8	—	—	—	—	7	14.7
Fabricated metal products	40	102.7	29	55.6	27	50.9	2	4.7	—	—	—	—	11	47.2
Machinery, except electrical	86	232.6	62	143.5	61	142.2	1	1.3	—	—	—	—	24	89.1
Electrical machinery, equipment, and supplies	108	490.2	70	345.0	63	304.0	—	—	—	—	7	41.0	38	145.2
Transportation equipment	102	1,011.6	62	842.9	59	838.2	1	2.7	2	2.0	—	—	40	168.7
Instruments and related products	14	32.8	12	29.5	12	29.5	—	—	—	—	—	—	2	3.4
Miscellaneous manufacturing industries	7	27.1	5	24.2	5	24.2	—	—	—	—	—	—	2	3.0
Nonmanufacturing	811	3,703.9	433	2,233.4	388	2,058.1	25	57.0	18	112.8	2	5.5	378	1,470.5
Mining, crude petroleum, and natural gas production	15	105.1	15	105.1	15	105.1	—	—	—	—	—	—	—	—
Transportation ²	77	557.5	37	317.3	36	313.3	—	—	—	—	1	4.0	40	240.2
Communications	71	745.1	65	616.9	65	616.9	—	—	—	—	—	—	6	128.2
Utilities: Electric and gas	67	180.3	46	135.8	46	135.8	—	—	—	—	—	—	21	44.5
Wholesale trade	19	57.5	11	41.7	11	41.7	—	—	—	—	—	—	8	15.8
Retail trade	108	334.0	91	246.2	90	244.2	—	—	1	2.0	—	—	17	87.8
Hotels and restaurants	45	186.7	31	147.2	31	147.2	—	—	—	—	—	—	14	39.5
Services	60	302.7	34	184.2	34	184.2	—	—	—	—	—	—	26	118.5
Construction	345	1,229.0	100	434.1	57	264.8	25	57.0	17	110.8	1	1.5	245	794.9
Miscellaneous nonmanufacturing industries	4	6.2	3	5.0	3	5.0	—	—	—	—	—	—	1	1.2

¹ Includes 9 agreements in which rate varies, but conditions were not specified; 1 agreement in which rate is unclear; and 1 agreement where the rate varied by occupation and location.

² Excludes railroad and airline industries.

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

Table 10. Graduated overtime rates in major collective bargaining agreements, by industry, 1972-73

[Workers in thousands]

Industry	All agreements with hours and overtime provisions		Graduated overtime rates							
			Total		Double time		Time and one-half retroactive to start of shift		Other ¹	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries	1656	7,228.7	400	1,822.0	369	1,677.0	11	26.3	20	118.7
Manufacturing	874	3,702.0	273	910.3	258	874.8	11	26.3	4	9.2
Ordnance and accessories	17	51.9	6	9.9	6	9.9	—	—	—	—
Food and kindred products	102	291.6	21	100.4	21	100.4	—	—	—	—
Tobacco manufacturing	8	23.1	4	12.1	4	12.1	—	—	—	—
Textile mill products	21	63.7	—	—	—	—	—	—	—	—
Apparel and other finished products	47	392.8	—	—	—	—	—	—	—	—
Lumber and wood products, except furniture	15	24.4	1	1.2	1	1.2	—	—	—	—
Furniture and fixtures	18	28.6	6	10.6	6	10.6	—	—	—	—
Paper and allied products	59	104.8	19	38.7	6	8.4	11	26.3	2	4.0
Printing, publishing, and allied industries	24	50.3	15	36.7	13	31.5	—	—	2	5.2
Chemicals and allied products	50	91.9	16	27.4	16	27.4	—	—	—	—
Petroleum refining and related industries	13	27.7	1	1.0	1	1.0	—	—	—	—
Rubber and miscellaneous plastics products	22	105.8	6	7.3	6	7.3	—	—	—	—
Leather and leather products	20	50.6	—	—	—	—	—	—	—	—
Stone, clay, and glass products	33	76.7	21	57.2	21	57.2	—	—	—	—
Primary metal industries	71	433.9	8	12.8	8	12.8	—	—	—	—
Fabricated metal products	40	102.7	13	47.6	13	47.6	—	—	—	—
Machinery, except electrical	86	232.6	38	63.7	38	63.7	—	—	—	—
Electrical machinery, equipment, and supplies	108	490.2	67	371.0	67	371.0	—	—	—	—
Transportation equipment	100	1,000.6	27	98.7	27	98.7	—	—	—	—
Instruments and related products	14	32.8	3	10.4	3	10.4	—	—	—	—
Miscellaneous manufacturing industries	6	25.8	1	4.0	1	4.0	—	—	—	—
Nonmanufacturing	782	3,526.7	127	911.7	111	802.2	—	—	16	109.5
Mining, crude petroleum, and natural gas production	15	105.1	2	2.8	2	2.8	—	—	—	—
Transportation ²	62	457.3	4	23.0	1	3.0	—	—	3	20.0
Communications	70	722.1	47	571.3	47	571.3	—	—	—	—
Utilities: Electric and gas	67	180.3	31	77.1	27	68.4	—	—	4	8.8
Wholesale trade	19	57.5	1	3.0	1	3.0	—	—	—	—
Retail trade	107	331.5	4	11.1	4	11.1	—	—	—	—
Hotels and restaurants	44	184.7	2	7.0	2	7.0	—	—	—	—
Services	53	266.5	12	80.3	7	13.4	—	—	5	66.9
Construction	341	1,215.7	23	135.0	19	121.2	—	—	4	13.9
Miscellaneous nonmanufacturing industries	4	6.2	1	1.2	1	1.2	—	—	—	—

¹ Includes 2 agreements in which the overtime rate does not change, but 4 hours' pay is added if overtime exceeds specified period; 2 agreements in which the rate varies by location; 1 agreement, where the overtime rate increases to double time after 10 hours for employees earning less than \$300 per day, but remains at time and one-half for other employees; 1 agreement with time and one-half retroactive to start of shift if overtime exceeds specified period, plus double time thereafter; 1 agreement in which the rate varies by location and occupation; 2 agreements with double time and one-fourth; 2 agreements with double time and one-half; 2 agreements with triple time; and 7 agreements with 2 or more graduated rates (i.e., the initial graduated rate increases again if overtime exceeds specified hours).

² Excludes railroad and airline industries.

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

Table 11. Graduated daily overtime hours in major collective bargaining agreements, by industry, 1972-73

[Workers in thousands]

Industry	All agreements with hours and overtime provisions		Graduated daily overtime after specified hours											
			Total		8-9		10-11		12-14		16 and over ¹		Other ²	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries	1,656	7,228.7	352	1,282.2	10	24.9	83	338.3	164	635.3	76	195.5	19	88.3
Manufacturing	874	3,702.0	265	858.8	6	14.9	58	160.2	148	539.4	43	119.0	10	25.4
Ordnance and accessories	17	51.9	6	9.9	—	—	2	3.7	4	6.2	—	—	—	—
Food and kindred products	102	291.6	21	100.4	1	3.0	2	2.5	15	89.1	2	3.3	1	2.5
Tobacco manufacturing	8	23.1	4	12.1	—	—	1	2.3	—	—	—	—	3	9.8
Textile mill products	21	63.7	—	—	—	—	—	—	—	—	—	—	—	—
Apparel and other finished products	47	392.8	—	—	—	—	—	—	—	—	—	—	—	—
Lumber and wood products, except furniture	15	24.4	1	1.2	—	—	—	—	1	1.2	—	—	—	—
Furniture and fixtures	18	28.6	6	10.6	—	—	2	2.2	4	8.4	—	—	—	—
Paper and allied products	59	104.8	23	44.2	1	1.2	—	—	4	5.3	16	32.8	2	5.0
Printing, publishing, and allied industries	24	50.3	15	36.7	3	9.5	7	18.1	1	1.0	—	—	4	8.1
Chemicals and allied products	50	91.9	16	27.4	—	—	—	—	7	12.7	9	14.7	—	—
Petroleum refining and related industries	13	27.7	1	1.0	—	—	—	—	1	1.0	—	—	—	—
Rubber and miscellaneous plastics products	22	105.8	6	7.3	—	—	2	2.0	4	5.3	—	—	—	—
Leather and leather products	20	50.6	—	—	—	—	—	—	—	—	—	—	—	—
Stone, clay, and glass products	33	76.7	21	57.2	—	—	1	1.0	20	56.2	—	—	—	—
Primary metal industries	71	433.9	8	12.8	—	—	2	5.9	6	7.0	—	—	—	—
Fabricated metal products	40	102.7	12	46.3	—	—	3	3.8	9	42.6	—	—	—	—
Machinery, except electrical	86	232.6	37	62.3	—	—	8	12.3	26	43.4	3	6.7	—	—
Electrical machinery, equipment, and supplies	108	490.2	49	281.3	—	—	12	52.0	34	223.3	3	6.0	—	—
Transportation equipment	100	1,000.6	35	134.0	1	1.2	15	53.4	9	23.9	10	55.6	—	—
Instruments and related products	14	32.8	3	10.4	—	—	1	1.3	2	9.1	—	—	—	—
Miscellaneous manufacturing industries	6	25.8	1	4.0	—	—	—	—	1	4.0	—	—	—	—
Nonmanufacturing	782	3,526.7	87	423.5	4	10.0	25	178.1	16	96.0	33	76.6	9	62.9
Mining, crude petroleum, and natural gas production	15	105.1	2	2.8	—	—	—	—	2	2.8	—	—	—	—
Transportation ³	62	457.3	4	23.0	—	—	2	19.0	1	1.6	—	—	1	2.4
Communications	70	722.1	3	74.0	—	—	1	23.0	2	51.0	—	—	—	—
Utilities: Electric and gas	67	180.3	32	78.7	—	—	1	2.1	—	—	30	72.6	1	4.0
Wholesale trade	19	57.5	1	3.0	—	—	1	3.0	—	—	—	—	—	—
Retail trade	107	331.5	4	11.1	—	—	—	—	4	11.1	—	—	—	—
Hotels and restaurants	44	184.7	3	12.7	1	5.7	2	7.0	—	—	—	—	—	—
Services	53	266.5	12	79.9	1	1.1	6	51.7	4	25.9	1	1.2	—	—
Construction	341	1,215.7	25	137.2	2	3.2	12	72.3	2	2.4	2	2.8	7	56.6
Miscellaneous nonmanu- facturing industries	4	6.2	1	1.2	—	—	—	—	1	1.2	—	—	—	—

¹ Includes 2 agreements, rate increase after 17 hours; and 6 agreements, after 24 hours.

² Includes 4 agreements requiring overtime rate increase after 11½ hours; 2 agreements, after 10½ hours; 1 agreement, after 11½ hours; 1 agreement, after 11½ hours; 1 agreement, after 15½ hours; 2 agreements in which hours specified vary by location; 1 agreement, hours vary by occupation; 1 agreement, hours vary by occupation location, and day of the week; and 6 agreements providing rate increases in 2 or more steps.

³ Excludes railroad and airline industries.

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

Table 12. Graduated weekly overtime hours in major collective bargaining agreements, 1972-73

Graduated weekly overtime hours	Agreements	Workers (thousands)
All agreements	1,690	7,421.1
Total with graduated weekly overtime provisions	71	647.5
Overtime rate graduated after specified weekly hours		
40 hours	1	1.5
44 hours	2	12.3
46½ hours	2	7.8
47-49 hours	55	535.4
50-60 hours	6	33.8
Other ¹	5	56.9
No graduated weekly overtime provision	1,619	6,773.6

¹ Includes 2 agreements with the timing of the rate increase based on a formula (number of daily overtime hours plus Saturday hours minus 9); 2 agreements with timing varying by occupation; and 1 agreement with rate increase after 44 or 46½ hours depending on regular schedules.

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

Table 13. Distribution of overtime work in sample of major collective bargaining agreements, 1972-73

Type of distribution	Agreements	Workers (thousands)
All agreements	433	1,704.6
Total having hours and overtime provisions	431	1,699.4
Total referring to distribution of overtime work	209	795.8
Equal or equitable distribution within units ¹	158	479.7
Equal or equitable distribution, no reference to units	16	62.1
By seniority ²	16	37.4
Overtime first offered to employees who regularly perform the work	5	8.8
Distribution subject to negotiation	9	171.0
Other ³	5	37.0
No reference to distribution of overtime work	222	903.6
No reference to hours and overtime	2	5.2

¹ "Within units" refers to distribution of overtime restricted to employees working in the units of the plants or on the operations where the overtime is needed. Some agreements provide that overtime opportunities will be extended to employees working in other units under specified conditions.

² Includes 13 agreements that distribute overtime by seniority within specified units; and 3 agreements that make no reference to units.

³ Includes 2 agreements that distribute overtime on a volunteer basis; 1 agreement that distributes overtime by a combination of equal distribution and seniority within specified units; 1 agreement that leaves distribution to management discretion; and 1 agreement in which the method of distribution is unclear.

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

Table 14. Effect of refusal of overtime, in sample of major collective bargaining agreements, 1972-73

Effect of refusal	Agreements	Workers (thousands)
All agreements	433	1,704.6
Total having hours and overtime provisions	431	1,699.4
Total referring to effect of refusing overtime	74	192.1
No effect	3	9.3
Record charged with time refused	50	146.8
Depending on conditions, record charged or not charged	11	16.9
Employee not assigned overtime for specified period	4	6.0
Employee's name moved to bottom of overtime list	2	5.6
Record charged, or employee not assigned overtime for specified period	3	4.0
Record charged, and name moved to bottom of overtime list	1	3.6
No reference to effect	357	1,507.3
No reference to hours or overtime	2	5.2

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

Table 15. Premium pay for weekends in major collective bargaining agreements, 1972-73

Premium pay	Number		Percent	
	Agreements	Workers (thousands)	Agreements	Workers
All agreements	1,690	7,421.1	100.0	100.0
Total referring to weekend work premium ¹	1,560	6,792.8	92.3	91.5
Saturday only	40	249.9	2.4	3.4
Sunday only	181	880.7	10.7	11.9
Saturday and Sunday	731	2,590.7	43.3	34.9
Sixth day only	24	46.9	1.4	0.6
Seventh day only	21	47.0	1.2	0.6
Sixth and seventh day	118	378.1	7.0	5.1
Sunday and sixth day	54	155.8	3.2	2.1
Sunday and seventh day	24	184.5	1.4	2.5
Sunday, sixth and seventh day	129	714.7	7.6	9.6
Saturday, Sunday and sixth day	10	20.7	0.6	0.3
Saturday, Sunday and seventh day	33	193.4	2.0	2.6
Saturday, Sunday, sixth and seventh day	188	1,238.4	11.1	16.7
Other ²	7	92.3	0.4	1.2
No reference to weekend work premium	130	628.3	7.7	8.5

¹ Includes agreements providing for regularly scheduled Saturday or Sunday premium pay.² Includes 2 agreements having a premium for Saturday and sixth day; 1 agreement having a premium for Saturday, sixth and seventh day; and 4 agreements in which the specific days to which the premium applies cannot be determined.

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

Table 16. Premium pay rates for non-regularly scheduled Saturdays in major collective bargaining agreements, by industry, 1972-73

[Workers in thousands]

Industry	All agreements		Premium pay rates									
			Total		Time and one-half		Double time		Varies by occupation		Other ¹	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries	1690	7,421.1	990	4,251.9	692	3,160.3	218	680.0	54	267.8	23	143.9
Manufacturing	879	3,717.2	569	2,494.3	527	2,333.7	27	71.7	8	16.9	7	72.2
Ordnance and accessory	17	51.9	13	43.4	13	43.4	—	—	—	—	—	—
Food and kindred products	102	291.6	62	203.0	54	129.1	1	1.8	3	4.1	4	68.1
Tobacco manufacturing	8	23.1	7	22.1	7	22.1	—	—	—	—	—	—
Textile mill products	21	63.7	13	33.9	13	33.9	—	—	—	—	—	—
Apparel and other finished products	47	392.8	37	269.0	37	269.0	—	—	—	—	—	—
Lumber and wood products, except furniture	15	24.4	6	10.3	4	7.6	2	2.7	—	—	—	—
Furniture and fixtures	18	28.6	16	26.6	14	23.2	1	2.3	1	1.1	—	—
Paper and allied products	59	104.8	17	26.0	16	24.2	1	1.8	—	—	—	—
Printing, publishing, and allied industries	24	50.3	14	34.7	7	11.5	7	23.2	—	—	—	—
Chemicals and allied products	50	91.9	15	24.5	13	21.5	—	—	—	—	2	3.0
Petroleum refining and related industries	13	27.7	1	1.0	1	1.0	—	—	—	—	—	—
Rubber and miscellaneous plastics products	22	105.8	10	19.5	10	19.5	—	—	—	—	—	—
Leather and leather products	20	50.6	17	44.5	17	44.5	—	—	—	—	—	—
Stone, clay, and glass products	35	79.5	8	11.7	6	8.0	2	3.7	—	—	—	—
Primary metal industries	71	433.9	16	29.7	14	25.4	2	4.3	—	—	—	—
Fabricated metal products	40	102.7	35	75.7	32	71.0	3	4.8	—	—	—	—
Machinery, except electrical	86	232.6	75	176.5	72	171.9	3	4.6	—	—	—	—
Electrical machinery, equipment, and supplies	108	490.2	98	437.6	97	436.5	—	—	—	—	1	1.1
Transportation equipment	102	1,011.6	91	952.8	82	918.7	5	22.5	4	11.7	—	—
Instruments and related products	14	32.8	11	25.1	11	25.1	—	—	—	—	—	—
Miscellaneous manufacturing industries	7	27.1	7	27.1	7	27.1	—	—	—	—	—	—
Nonmanufacturing	811	3,703.9	421	1,757.6	168	826.7	191	608.3	46	251.0	16	71.7
Mining, crude petroleum, and natural gas production	15	105.1	6	88.0	5	86.6	—	—	—	—	1	1.5
Transportation ²	77	557.5	39	277.5	34	236.3	1	2.8	2	17.2	2	21.2
Communications	71	745.1	3	67.9	2	44.9	1	23.0	—	—	—	—
Utilities: Electric and gas	67	180.3	11	19.3	11	19.3	—	—	—	—	—	—
Wholesale trade	19	57.5	13	48.5	13	48.5	—	—	—	—	—	—
Retail trade	108	334.0	9	18.0	9	18.0	—	—	—	—	—	—
Hotels and restaurants	45	186.7	—	—	—	—	—	—	—	—	—	—
Services	60	302.7	22	86.9	11	27.0	7	27.2	2	30.0	2	2.7
Construction	345	1,229.0	316	1,149.2	81	343.8	182	555.3	42	203.8	11	46.4
Miscellaneous nonmanufacturing industries	4	6.2	2	2.4	2	2.4	—	—	—	—	—	—

¹ Includes 1 agreement which pays time and one-quarter; 5 agreements which pay a flat rate; 4 agreements which are unclear; 4 agreements which vary the rate by season; 3 agreements which vary the rate by location; 2 agreements which vary the rate by union; 1 agreement which varies the rate by both occupation and location; 2 agreements which pay time and one-half, but double time if Saturday is the seventh day worked; and 1 agreement which pays time and one-half for the first Saturday, double time for following consecutive Saturdays.

² Excludes railroad and airline industries.

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

Table 17. Premium pay rates for non-regularly scheduled Sundays in major collective bargaining agreements by industry, 1972-73

[Workers in thousands]

Industry	All agreements		Premium pay rates											
			Total		Time and one-half		Time and one-half in some instances; double-time in others		Double time		Varies by occupation		Miscellaneous premium rates ¹	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries	1,690	7,421.1	1,281	5,499.0	222	1,052.3	15	174.7	948	3,842.9	36	180.6	60	248.6
Manufacturing	879	3,717.2	677	2,658.9	102	335.0	8	15.9	543	2,254.6	4	6.7	20	46.8
Ordnance and accessories	17	51.9	16	50.0	3	20.1	1	2.9	12	27.1	—	—	—	—
Food and kindred products	102	291.6	70	220.0	14	84.0	2	3.4	46	109.8	—	—	8	22.8
Tobacco manufacturing	8	23.1	7	22.1	—	—	—	—	7	22.1	—	—	—	—
Textile mill products	21	63.7	12	32.9	1	7.8	—	—	11	25.1	—	—	—	—
Apparel and other finished products	47	392.8	14	45.4	4	14.4	—	—	10	31.0	—	—	—	—
Lumber and wood products, except furniture	15	24.4	11	18.8	5	9.4	—	—	5	8.2	1	1.2	—	—
Furniture and fixtures	18	28.6	14	23.6	1	1.9	—	—	13	21.8	—	—	—	—
Paper and allied products	59	104.8	59	104.8	23	47.4	2	4.7	32	47.3	—	—	2	5.5
Printing, publishing, and allied industries	24	50.3	19	43.7	1	1.3	—	—	15	37.2	2	3.5	1	1.7
Chemicals and allied products	50	91.9	21	32.8	7	9.6	—	—	12	20.4	—	—	2	2.9
Petroleum refining and related industries	13	27.7	4	10.4	2	6.3	1	1.0	1	3.1	—	—	—	—
Rubber and miscellaneous plastics products	22	105.8	21	102.3	1	1.7	—	—	20	100.6	—	—	—	—
Leather and leather products	20	50.6	15	41.9	1	1.0	—	—	13	39.0	—	—	1	2.0
Stone, clay, and glass products	35	79.5	31	74.2	21	56.8	1	2.0	9	15.4	—	—	—	—
Primary metal industries	71	433.9	36	106.4	15	67.4	1	1.9	17	30.0	—	—	3	7.2
Fabricated metal products	40	102.7	35	75.7	—	—	—	—	35	75.7	—	—	—	—
Machinery, except electrical	86	232.6	77	179.9	—	—	—	—	76	178.7	—	—	1	1.2
Electrical machinery, equipment, and supplies	108	490.2	102	460.7	—	—	—	—	99	455.1	1	2.0	2	3.7
Transportation equipment	102	1,011.6	93	955.9	1	2.0	—	—	92	953.9	—	—	—	—
Instruments and related products	14	32.8	13	30.8	2	4.2	—	—	11	26.6	—	—	—	—
Miscellaneous manufacturing industries	7	27.1	7	27.1	—	—	—	—	7	27.1	—	—	—	—
Nonmanufacturing	811	3,703.9	604	2,840.1	120	717.3	7	158.8	405	1,588.3	32	173.9	40	201.9
Mining, crude petroleum, and natural gas production	15	105.1	7	90.4	1	2.3	—	—	3	82.1	1	2.2	2	3.9
Transportation ²	77	557.5	45	422.6	20	84.7	3	145.5	18	154.0	2	17.2	2	21.2
Communications	71	745.1	58	594.3	43	434.1	—	—	5	71.0	3	28.7	7	60.6
Utilities: Electric and gas	67	180.3	31	67.7	8	14.6	1	2.1	18	37.3	—	—	4	13.7
Wholesale trade	19	57.5	16	52.9	7	35.5	—	—	7	13.4	—	—	2	4.0
Retail trade	108	334.0	85	277.5	25	88.1	—	—	39	92.9	3	6.2	18	90.4
Hotels and restaurants	45	186.7	1	2.5	—	—	—	—	1	2.5	—	—	—	—
Services	60	302.7	32	142.2	5	15.0	2	3.2	22	98.0	1	22.0	2	4.0
Construction	345	1,229.0	327	1,187.7	11	43.0	1	8.0	290	1,034.9	22	97.7	3	4.2
Miscellaneous nonmanufacturing industries	4	6.2	2	2.4	—	—	—	—	2	2.4	—	—	—	—

¹ Includes 2 agreements which pay time and six-tenths; 1 agreement which pays time and two-thirds; 1 agreement which pays time and seven-tenths; 1 agreement which pays double time and one-quarter; 9 agreements which pay double time and one-half; 3 agreements which pay triple time; 7 agreements which pay time and one-half but double time for consecutive Sundays worked; 7 agreements which pay a flat rate; 5 agreements which are unclear; 6 agreements which vary the rate by season; 2 agreements which vary the rate by union; 1 which varies the rate by location; 14 which vary the rate for unspecified reasons; and 1 agreement which varies the rate by both occupation and location.

² Excludes railroad and airline industries.

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

Table 18. Premium pay rates for regularly scheduled Saturday work in major collective bargaining agreements, by industry, 1972-73

[Workers in thousands]

Industry	All agreements		Premium pay rates									
			Total		Time and one-fourth		Time and one-half		Flat rate		Other ¹	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries	1,690	7,421.1	71	408.4	15	43.8	35	227.5	18	106.7	3	30.4
Manufacturing	879	3,717.2	61	319.3	15	43.8	28	164.9	16	104.0	2	6.6
Ordnance and accessories	17	51.9	1	3.0	—	—	1	3.0	—	—	—	—
Food and kindred products	102	291.6	19	110.0	10	32.9	8	20.5	1	56.6	—	—
Tobacco manufacturing	8	23.1	—	—	—	—	—	—	—	—	—	—
Textile mill products	21	63.7	—	—	—	—	—	—	—	—	—	—
Apparel and other finished products	47	392.8	1	2.2	—	—	1	2.2	—	—	—	—
Lumber and wood products, except furniture	15	24.4	—	—	—	—	—	—	—	—	—	—
Furniture and fixtures	18	28.6	—	—	—	—	—	—	—	—	—	—
Paper and allied products	59	104.8	—	—	—	—	—	—	—	—	—	—
Printing, publishing, and allied industries	24	50.3	2	7.3	—	—	—	—	1	1.8	1	5.5
Chemicals and allied products	50	91.9	8	13.8	3	5.7	—	—	5	8.2	—	—
Petroleum refining and related industries	13	27.7	—	—	—	—	—	—	—	—	—	—
Rubber and miscellaneous plastics products	22	105.8	—	—	—	—	—	—	—	—	—	—
Leather and leather products	20	50.6	—	—	—	—	—	—	—	—	—	—
Stone, clay, and glass products	35	79.5	2	4.4	—	—	2	4.4	—	—	—	—
Primary metal industries	71	433.9	7	34.7	—	—	2	3.6	5	31.1	—	—
Fabricated metal products	40	102.7	2	2.2	—	—	2	2.2	—	—	—	—
Machinery, except electrical	86	232.6	5	9.8	—	—	4	8.6	1	1.2	—	—
Electrical machinery, equipment, and supplies	108	490.2	6	113.2	—	—	5	111.3	1	1.9	—	—
Transportation equipment	102	1,011.6	7	16.6	1	3.0	3	9.1	2	3.4	1	1.1
Instruments and related products	14	32.8	1	2.3	1	2.3	—	—	—	—	—	—
Miscellaneous manufacturing industries	7	27.1	—	—	—	—	—	—	—	—	—	—
Nonmanufacturing	811	3,703.9	10	89.1	—	—	7	62.7	2	2.7	1	23.8
Mining, crude petroleum, and natural gas production	15	105.1	1	1.5	—	—	—	—	1	1.5	—	—
Transportation ²	77	557.5	1	18.0	—	—	1	18.0	—	—	—	—
Communications	71	745.1	1	23.8	—	—	—	—	—	—	1	23.8
Utilities: Electric and gas	67	180.3	—	—	—	—	—	—	—	—	—	—
Wholesale trade	19	57.5	1	25.0	—	—	1	25.0	—	—	—	—
Retail trade	108	334.0	—	—	—	—	—	—	—	—	—	—
Hotels and restaurants	45	186.7	—	—	—	—	—	—	—	—	—	—
Services	60	302.7	1	2.0	—	—	1	2.0	—	—	—	—
Construction	345	1,229.0	4	17.7	—	—	4	17.7	—	—	—	—
Miscellaneous nonmanufacturing industries	4	6.2	1	1.2	—	—	—	—	1	1.2	—	—

¹ Includes 1 agreement which pays double-time; 1 agreement which pays double time and one-half; and 1 agreement which calls for a 15 percent differential.

² Excludes railroad and airline industries.

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

Table 19. Premium pay rates for regularly scheduled Sunday work, in major collective bargaining agreements, by industry, 1972-73

[Workers in thousands]

Industry	All agreements		Premium pay rates											
			Total		Time and one-quarter		Time and one-half		Double time		Flat rate		Other ¹	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries	1,690	7,421.1	212	1,467.1	29	399.6	123	885.4	18	49.7	30	82.1	12	50.3
Manufacturing	879	3,717.2	144	1,105.6	16	371.7	90	622.3	16	43.0	18	60.2	4	8.5
Ordnance and accessories	17	51.9	—	—	—	—	—	—	—	—	—	—	—	—
Food and kindred products	102	291.6	19	51.5	—	—	15	44.3	3	6.1	—	—	1	1.1
Tobacco manufacturing	8	23.1	—	—	—	—	—	—	—	—	—	—	—	—
Textile mill products	21	63.7	—	—	—	—	—	—	—	—	—	—	—	—
Apparel and other finished products	47	392.8	1	2.2	—	—	1	2.2	—	—	—	—	—	—
Lumber and wood products, except furniture	15	24.4	—	—	—	—	—	—	—	—	—	—	—	—
Furniture and fixtures	18	28.6	—	—	—	—	—	—	—	—	—	—	—	—
Paper and allied products	59	104.8	7	12.7	—	—	3	6.8	4	5.9	—	—	—	—
Printing, publishing, and allied industries	24	50.3	1	5.5	—	—	—	—	1	5.5	—	—	—	—
Chemicals and allied products	50	91.9	12	25.3	—	—	6	9.2	—	—	6	16.2	—	—
Petroleum refining and related industries	13	27.7	—	—	—	—	—	—	—	—	—	—	—	—
Rubber and miscellaneous plastics products	22	105.8	2	12.7	—	—	—	—	2	12.7	—	—	—	—
Leather and leather products	20	50.6	—	—	—	—	—	—	—	—	—	—	—	—
Stone, clay, and glass products	35	79.5	10	29.0	—	—	7	22.3	—	—	2	5.3	1	1.4
Primary metal industries	71	433.9	46	392.2	3	3.9	35	350.1	—	—	6	32.3	2	6.0
Fabricated metal products	40	102.7	6	12.7	—	—	5	11.5	1	1.2	—	—	—	—
Machinery, except electrical	86	232.6	12	84.2	2	25.8	5	48.4	4	8.9	1	1.2	—	—
Electrical machinery, equipment, and supplies	108	490.2	10	153.3	3	39.1	6	112.3	—	—	1	1.9	—	—
Transportation equipment	102	1,011.8	15	319.9	8	302.9	4	10.8	1	2.8	2	3.4	—	—
Instruments and related products	14	32.8	2	3.4	—	—	2	3.4	—	—	—	—	—	—
Miscellaneous manufacturing industries	7	27.1	1	1.2	—	—	1	1.2	—	—	—	—	—	—
Nonmanufacturing	811	3,703.9	68	361.5	13	27.9	33	263.2	2	6.7	12	21.9	8	41.9
Mining, crude petroleum, and natural gas	—	—	—	—	—	—	—	—	—	—	—	—	—	—
production	15	105.1	6	13.8	1	1.0	5	12.8	—	—	—	—	—	—
Transportation ²	77	557.5	3	25.7	—	—	2	21.0	1	4.7	—	—	—	—
Communications	71	745.1	16	184.8	—	—	15	183.2	—	—	—	—	1	1.6
Utilities: Electric and gas	67	180.3	26	67.6	12	26.9	2	19.0	—	—	10	19.5	2	2.2
Wholesale trade	19	57.5	4	30.7	—	—	2	4.5	—	—	1	1.2	1	25.0
Retail trade	108	334.0	6	16.7	—	—	2	3.5	1	2.0	—	—	3	11.3
Hotels and restaurants	45	186.7	—	—	—	—	—	—	—	—	—	—	—	—
Services	60	302.7	1	1.7	—	—	1	1.7	—	—	—	—	—	—
Construction	345	1,229.0	5	19.5	—	—	4	17.7	—	—	—	—	1	1.8
Miscellaneous nonmanufacturing industries	4	6.2	1	1.2	—	—	—	—	—	—	1	1.2	—	—

¹ Contains 3 agreements, graduated rate; 3 agreements unclear; 1 agreement, time and seven-tenths; 1 agreement, time and two-thirds; 1 agreement, time and six-tenths; 1 agreement, time and one-eighth; 1 agreement time and one-fifth; 1 agreement, rate varies by occupation.

² Excludes railroad and airline industries.

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

Table 20. Premium pay rates for the sixth day worked in a workweek in major collective bargaining agreements, by industry, 1972-73
[workers in thousands]

Industry	All agreements		Premium pay rates									
			Total		Time and one-half		Double time		Graduated rate ¹		Other ²	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries	1,690	7,421.1	526	2,583.7	484	2,414.2	5	13.3	26	135.0	11	21.3
Manufacturing	879	3,717.2	348	1,924.2	321	1,832.2	3	4.2	16	74.7	8	13.2
Ordnance and accessories	17	51.9	7	17.0	7	17.0	—	—	—	—	—	—
Food and kindred products	102	291.6	45	114.2	39	103.4	—	—	1	1.4	5	9.4
Tobacco manufacturing	8	23.1	2	4.5	—	—	—	—	2	4.5	—	—
Textile mill products	21	63.7	10	27.5	10	27.5	—	—	—	—	—	—
Apparel and other finished products	47	392.8	1	2.0	1	2.0	—	—	—	—	—	—
Lumber and wood products, except furniture	15	24.4	7	12.2	7	12.2	—	—	—	—	—	—
Furniture and fixtures	18	28.6	5	6.8	5	6.8	—	—	—	—	—	—
Paper and allied products	59	104.8	13	22.9	13	22.9	—	—	—	—	—	—
Printing, publishing, and allied industries	24	50.3	8	12.5	7	10.7	1	1.8	—	—	—	—
Chemicals and allied products	50	91.9	26	42.5	25	41.3	—	—	—	—	1	1.2
Petroleum refining and related industries	13	27.7	7	17.5	7	17.5	—	—	—	—	—	—
Rubber and miscellaneous plastics products	22	105.8	9	20.2	9	20.2	—	—	—	—	—	—
Leather and leather products	20	50.6	3	3.5	3	3.5	—	—	—	—	—	—
Stone, clay, and glass products	35	79.5	17	50.8	16	49.1	—	—	1	1.7	—	—
Primary metal industries	71	433.9	46	382.9	45	381.9	1	1.1	—	—	—	—
Fabricated metal products	40	102.7	16	44.1	15	42.8	1	1.3	—	—	—	—
Machinery, except electrical	86	232.6	32	124.5	30	122.0	—	—	2	2.5	—	—
Electrical machinery, equipment, and supplies	108	490.2	57	231.9	52	201.9	—	—	3	27.4	2	2.7
Transportation equipment	102	1,011.6	31	775.1	26	739.9	—	—	6	35.3	—	—
Instruments and related products	14	32.8	5	10.9	4	9.0	—	—	1	1.9	—	—
Miscellaneous manufacturing industries	7	27.1	1	1.0	1	1.0	—	—	—	—	—	—
Nonmanufacturing	811	3,703.9	178	659.6	163	582.0	2	9.1	10	60.4	3	8.1
Mining, crude petroleum, and natural gas production	15	105.1	5	11.5	5	11.5	—	—	—	—	—	—
Transportation ³	77	557.5	19	55.6	18	54.0	—	—	1	1.6	—	—
Communications	71	745.1	21	163.4	20	162.0	—	—	—	—	1	1.4
Utilities: Electric and gas	67	180.3	31	89.9	28	85.0	1	2.1	2	2.8	—	—
Wholesale trade	19	57.5	4	6.7	4	6.7	—	—	—	—	—	—
Retail trade	108	334.0	53	174.8	48	121.5	—	—	5	53.3	—	—
Hotels and restaurants	45	186.7	29	109.9	28	108.7	—	—	—	—	1	1.2
Services	60	302.7	12	30.6	11	29.1	—	—	1	1.5	—	—
Construction	345	1,229.0	3	16.2	1	3.7	1	7.0	—	—	1	5.5
Miscellaneous nonmanufacturing industries	4	6.2	1	1.2	—	—	—	—	1	1.2	—	—

¹ Includes 23 agreements time and one-half, double time; 1 agreement time and one half, double time and one-fourth; 1 agreement double time, triple time; 1 agreement time and three-fourths, double time.

² Includes 6 agreements which vary by occupational unit, and 5 agreements which require time and one-half under certain conditions and double time under others (e.g. time and one-half for Sundays but double time if the Sunday were also the 7th consecutive day worked).

³ Excludes railroad and airline industries.

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

Table 21. Premium pay rates for the seventh day worked in a workweek in major collective bargaining agreements, by industry, 1972-73

[Workers in thousands]

Industry	All agreements		Premium pay rates											
			Total		Time and one-half		Double time		Time and one-half in some instances; double-time in others		Graduated rate ¹		Other ²	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries	1,690	7,421.1	514	2,779.7	122	724.8	355	1,873.1	17	134.3	10	22.5	10	25.4
Manufacturing	879	3,717.2	372	2,092.8	69	384.3	274	1,543.6	15	131.1	8	19.7	6	14.2
Ordnance and accessories	17	51.9	10	38.4	1	1.7	9	36.8	—	—	—	—	—	—
Food and kindred products	102	291.6	42	105.2	6	14.1	30	75.6	1	1.3	2	5.5	3	8.7
Tobacco manufacturing	8	23.1	2	4.5	—	—	2	4.5	—	—	—	—	—	—
Textile mill products	21	63.7	10	27.5	—	—	10	27.5	—	—	—	—	—	—
Apparel and other finished products	47	392.8	3	15.6	—	—	3	15.6	—	—	—	—	—	—
Lumber and wood products, except furniture	15	24.4	4	6.2	2	3.3	2	2.9	—	—	—	—	—	—
Furniture and fixtures	18	28.6	5	6.8	—	—	5	6.8	—	—	—	—	—	—
Paper and allied products	59	104.8	14	25.5	10	18.3	4	7.2	—	—	—	—	—	—
Printing, publishing, and allied industries	24	50.3	6	8.7	5	6.9	1	1.8	—	—	—	—	—	—
Chemicals and allied products	50	91.9	43	74.6	2	2.4	39	70.0	2	2.2	—	—	—	—
Petroleum refining and related industries	13	27.7	7	16.9	3	6.2	4	10.7	—	—	—	—	—	—
Rubber and miscellaneous plastics products	22	105.8	3	7.2	—	—	2	2.4	1	4.8	—	—	—	—
Leather and leather products	20	50.6	4	10.0	1	1.1	3	8.9	—	—	—	—	—	—
Stone, clay, and glass products	35	79.5	21	55.7	10	37.7	7	10.7	—	—	3	5.2	1	2.1
Primary metal industries	71	433.9	47	386.6	26	278.9	21	107.7	—	—	—	—	—	—
Fabricated metal products	40	102.7	16	43.8	1	4.3	14	37.9	1	1.7	—	—	—	—
Machinery, except electrical	86	232.6	34	128.7	1	8.2	30	116.8	1	1.2	1	1.4	1	1.2
Electrical machinery, equipment, and supplies	108	490.2	61	341.8	—	—	54	228.1	6	112.6	1	1.2	—	—
Transportation equipment	102	1,011.6	34	779.8	1	1.5	28	762.4	3	7.4	1	6.5	1	2.2
Instruments and related products	14	32.8	5	8.7	—	—	5	8.7	—	—	—	—	—	—
Miscellaneous manufacturing industries	7	27.1	1	1.0	—	—	1	1.0	—	—	—	—	—	—
Nonmanufacturing	811	3,703.9	142	686.9	53	340.5	81	329.5	2	3.2	2	2.6	4	11.2
Mining, crude petroleum, and natural gas production	15	105.1	5	11.5	5	11.5	—	—	—	—	—	—	—	—
Transportation ³	77	557.5	17	168.8	6	128.4	11	40.5	—	—	—	—	—	—
Communications	71	745.1	15	123.3	13	107.4	1	14.5	1	1.4	—	—	—	—
Utilities: Electric and gas	67	180.3	43	117.6	7	33.3	34	81.2	1	1.8	1	1.4	—	—
Wholesale trade	19	57.5	4	7.0	1	3.0	3	4.0	—	—	—	—	—	—
Retail trade	108	334.0	19	91.7	11	27.0	6	56.3	—	—	—	—	2	8.5
Hotels and restaurants	45	186.7	24	99.2	5	13.5	18	84.5	—	—	—	—	1	1.2
Services	60	302.7	10	48.5	5	16.5	3	29.3	—	—	1	1.2	1	1.5
Construction	345	1,229.0	4	18.2	—	—	4	18.2	—	—	—	—	—	—
Miscellaneous nonmanufacturing industries	4	6.2	1	1.2	—	—	1	1.2	—	—	—	—	—	—

¹ Includes 2 agreements, time and one-half, double time; 1 agreement, time and three-fourths, double time; 2 agreements, double time, double time and one-half; 3 agreements, double time and one-half, triple time; 2 agreements, double time and triple time.

² Includes 2 agreements triple time; 2 agreements double time and one-half; 4 agreements, vary by occupation; 1 agreement, double time, but time and one-half for employees on regular 6 day week; 1 agreement, applicable compensation plus straight time.

³ Excludes railroad and airline industries.

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

Table 22. Weekend graduated premium rates, in major collective bargaining agreements, 1972-73
[Workers in thousands]

Graduated premium rates	Weekend premium for—							
	Saturday ¹		Sunday ¹		Sixth day		Seventh day	
	Agree-ments	Workers	Agree-ments	Workers	Agree-ments	Workers	Agree-ments	Workers
Total agreements referring to premium day	990	4,251.9	1,281	5,499.0	526	2,583.7	514	2,279.7
Total having graduated premium rates	129	516.1	46	274.9	26	135.0	10	22.3
Rate increase from:								
Time and one-half to double time	115	423.5	16	109.8	23	130.9	2	7.7
Time and one-half to double time and one-quarter	4	33.0	5	38.0	1	1.6	—	—
Time and one-half to double time and one-half	3	22.0	—	—	—	—	—	—
Double time to double time and one-half	—	—	7	17.2	—	—	2	5.5
Double time to triple time	2	5.2	7	64.2	1	1.2	2	2.6
Two step rate increase	2	11.0	5	16.3	—	—	3	5.2
Other ²	3	21.4	6	29.4	1	1.4	1	1.4

¹ Excludes provisions referring only to regularly scheduled Saturday or Sunday work. None of these established specific graduated rates for these days.
² Includes: for Saturday and Sunday, 3 agreements, double time to quintuple time; for Sunday, 1 agreement, triple time to quadruple time and one-half; 1 agreement, time and one-half to double time for Sunday if part of regular workweek, otherwise double time for all hours; and one agreement, unable to determine rates: for sixth and seventh day, 1 agreement, time and three-quarters to double time.

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

Table 23. Weekend graduated premium hours in major collective bargaining agreements, 1972-73
[Workers in thousands]

Graduated premium hours	Weekend premium for—							
	Saturday ¹		Sunday ¹		Sixth day		Seventh day	
	Agree-ments	Workers	Agree-ments	Workers	Agree-ments	Workers	Agree-ments	Workers
Total agreements referring to premium day	990	4,251.9	1,281	5,499.0	526	2,583.7	514	2,279.7
Total having graduated premium hours	129	516.1	46	274.9	26	135.0	10	22.3
Rate increase after:								
Less than 4 hours	2	6.6	—	—	2	6.6	—	—
4 hours	16	47.3	—	—	—	—	—	—
More than 4, less than 8 hours	5	13.5	3	7.0	—	—	2	5.5
8 hours	69	265.3	29	192.7	19	96.1	4	5.1
10-11 hours	8	36.1	1	2.3	4	30.7	1	6.5
12 hours or more	18	105.1	8	56.7	1	1.7	—	—
More than one rate increase	3	8.6	5	16.3	—	—	3	5.2
Other ²	8	33.7	—	—	—	—	—	—

¹ Excludes provisions referring only to regularly scheduled Saturday or Sunday work. None of these established specific graduated rates for these days.
² Includes 6 agreements in which the rate increased at a specific time of day instead of after a specific number of hours; 1 agreement in which the hours subject to a higher rate varied with the employer; and 1 agreement in which the hours could not be determined.

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

Table 24. Minimum work requirements for weekend premium pay in sample of major collective bargaining agreements, 1972-73

Applicability	Agreements	Workers (thousands)
All agreements	433	1,704.6
Total establishing minimum work requirements	62	190.0
Saturday	12	24.1
Sunday	4	8.8
Saturday and Sunday	5	10.6
Sixth day	2	5.6
Seventh day	7	11.5
Sixth and seventh day	24	103.1
Other ¹	8	26.5

¹ Includes 2 agreements with minimum work requirements for Saturday, sixth and seventh days; 1 agreement, Sunday and sixth day; 1 agreement, Sunday, sixth and seventh days; and 4 agreements which do not permit an employee who fails to satisfy the work requirements to work on weekend premium days.

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

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Table 25. Advance notice of weekend work in sample of collective bargaining agreements, 1972-73
[workers in thousands]

Advance notice	Notice applicable to —			
	Saturday or 6th day		Sunday or 7th day	
	Agreements	Workers	Agreements	Workers
All agreements	433	1,704.6	433	1,704.6
Total having hours and overtime provisions	431	1,699.4	431	1,699.4
Total referring to advance notice of weekend	56	228.9	48	284.6
Less than 24 hours	16	28.3	4	5.6
24 hours, less than 48 hours	22	153.9	14	140.7
48 hours, less than 72 hours	4	9.6	13	70.1
3 days, less than 4 days	2	3.9	4	21.9
4 days, less than 5 days	1	2.0	1	2.0
5 days or more	2	4.0	4	26.4
Unable to determine	9	27.3	8	18.0
No reference to advance notice of weekend work	375	1,470.5	383	1,414.8
No reference to hours and overtime	2	5.2	2	5.2

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

Appendix A. Selected Hours, Overtime, and Weekend Work Provisions

To illustrate how hours, overtime, and weekend work clauses are integrated into the collective bargaining agreement, sections of several agreements are reproduced in their entirety. Where necessary, intervening but irrelevant clauses have been deleted.

From the agreement between the Monsanto Company, Springfield, Massachusetts Plant and the International Union of Electrical, Radio and Machine Workers. (expiration date: July 1974)

ARTICLE V

Hours and Overtime

Section 1. For the purpose of computing the pay of an employee, the normal working day shall be eight hours and the normal work week shall be 40 hours, and the work week shall begin at 11:00 p.m. Sunday and end at 11:00 p.m. the following Sunday.

Section 2. Premium pay at the rate of time and one-half shall be paid as follows: for all work performed in excess of eight hours in any twenty-four hour period and for all work performed in excess of 40 hours in any work week.

Section 3.

(a) Premium pay at the rate of time and one-half shall be paid for all work performed on the sixth consecutive day of work in a regularly scheduled work week. In order to be entitled to this premium rate of pay on the sixth day, the employee must have worked at least 4 hours of his regularly scheduled shift on each of the five preceding days of the regular work week except where the employee was absent for one of the following reasons:

- (1) Sent home for lack of work after working part of a day.
- (2) Lost time due to disability caused by occupational hazards.

(b) Premium pay at the rate of double time shall be paid for all work performed on the seventh consecutive day of work. In order to be entitled to this premium rate of pay on the seventh day, the employee must have worked at least 4 hours on each of the six preceding days except

where the employee was absent for one of the following reasons:

- (1) Sent home for lack of work after working part of a day.
- (2) Lost time due to disability caused by occupational hazards.

Section 4.

- (a) Premium pay at the rate of time and one-half shall be paid for all work performed on Sunday, as such.
- (b) An employee requested by the company to work on his scheduled day of rest shall receive premium pay at time and one-half for all work performed on that day.
- (c) An employee requested to work any hours before or after his regularly scheduled hours shall receive premium pay at time and one-half for such hours worked except as provided elsewhere in this agreement.
- (d) If, after an employee's work schedule is posted in accordance with Article XVII, Section 13(d), a subsequent change is made in his schedule and such change is not posted before the end of the employee's last regularly scheduled day of work of his work week, he shall receive premium pay at the rate of time and one-half for the first day worked on his changed schedule. Such premium pay will not apply whenever an employee changes his job or department or such work schedule change is the result of layoff or negotiated placement.

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Section 8. A bonus of 50 cents per hour shall be paid for all work performed on Saturday, as such. If any work performed on Saturday falls under a premium pay classification, the Saturday bonus will not be paid.

Section 9. In the event that the company calls in an employee to perform emergency work after he has gone through the plant gates, and this work is of less than four hours' duration, he shall be paid four hours at time and one-half for such emergency call-in. It is understood that, if the emergency work is less than four hours' duration, the employee shall be entitled to go home and he shall be paid as stated above. Emergency work shall be defined as work performed

during a period of time outside the employee's regularly scheduled shift and not continuing into or extending beyond such scheduled shift.

Section 10. In no case shall more than one premium rate be paid for the same time worked. If time worked falls under two or more premium classifications, the rate paid shall be the higher single rate applicable.

Section 11. To assure proper application of the premium pay provisions of this agreement, the following interpretations shall apply:

- (a) A premium day worked may be counted as a day worked, as defined in Section 3 of this Article, for purposes of sixth and seventh day compensations.
- (b) Payment of a premium rate on one day shall not preclude the payment of a premium rate on another day.
- (c) Straight time and premium time worked not to exceed a total of eight hours on any one calendar day may be used for purposes of computing premium payments for hours in excess of 40 in a work week.
- (d) For purposes of sixth and seventh day computations only, a day shall consist of a twenty-four hour period beginning at 11:00 p.m., on one calendar day and ending at 11:00 p.m., on the following calendar day. However, work performed beyond the end of a day as a continuation of the regular shift of an employee shall only be credited for the purpose of sixth and seventh day computations if such work is performed to the extent of a full eight hour shift into such day, except that all work performed on the seventh consecutive day of work shall be compensated at double time.

ARTICLE XVII

General Provisions

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Section 10.

- (a) Any employee who is required to work two hours or more beyond a weekly scheduled shift or who is required to start work two hours or more before a weekly scheduled shift will be furnished a lunch allowance of \$2.00 and an additional lunch allowance of \$2.00 at every four hour interval of overtime work thereafter. Employees scheduled on an extended shift basis for each work day of a scheduled week or more will not be furnished a lunch allowance during these scheduled hours. If a meal falls within the normal breakfast period, he will be furnished a hot breakfast complying with all the provisions of the company-union letter of agreement dated July 2, 1956 or the appropriate lunch allowance at his option. However, an employee shall not be entitled to a lunch allowance for

any hours that coincide with his regularly scheduled shift except that a man required to work continuously from one regularly scheduled shift into his next regularly scheduled shift will be provided the appropriate lunch allowance during his second regularly scheduled shift. The employee will be allowed to eat his lunch at regular mealtimes during his rest period which will be extended to twenty minutes in a suitable location in the area where he is working.

- (b) An employee punching out after working a regularly scheduled shift and called back to work overtime before leaving the plant, will be entitled to a lunch allowance as provided in this Section.
- (c) An employee called in to perform emergency work and who works four hours or more will be furnished a lunch allowance of \$2.00 and an additional lunch allowance of \$2.00 at every four hour interval of continuous emergency work thereafter. Except an employee requested to work a specified number of hours on his day of rest will not be entitled to such lunch allowance unless, after reporting for work, he is required to work two hours or more beyond the hours specified. In that event or in the event he works ten specified hours or more, he will be entitled to the lunch allowance described in this Section.

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Section 13.

- (a) The normal working hours for shift employees will be 7:00 a.m. to 3:00 p.m., 3:00 p.m. to 11:00 p.m., and 11:00 p.m. to 7:00 a.m.
- (b) The normal working hours for day workers shall fall between the hours of 7:00 a.m. and 5:00 p.m., but the actual hours for any such day shift shall be determined by the company.
- (c) It is understood that all work scheduled in effect as of the date of this agreement shall remain in effect for the duration of this agreement. The establishment of new schedules shall be a matter for discussion and agreement between the company and the union.
- (d) Work schedules for shift workers will be posted on department bulletin boards three days prior to the start of the schedules. In the event that unforeseen changes in production requirements necessitate changes in the schedules, such changes will be posted as soon as possible.

Section 14. An employee who performs any work in addition to his regularly scheduled hours in his work week shall not be required to take equivalent time off in that week.

Section 15. Employees in each classification in each department will be offered an equal number of opportunities in accordance with departmental proce-

dures, to perform overtime and unscheduled premium time work. Overtime records and procedures will be kept in each department and will be available for review by the employees concerned and the Union.

From the agreement between nine builders associations and numerous independent contractors in Nassau County, N.Y., and the United Brotherhood of Carpenters and Joiners of America. (expiration date: June, 1975)

Working Hours: 7 hours, to wit: from 8 o'clock in the forenoon until three-thirty o'clock in the afternoon shall constitute a working day. Five minutes shall be allowed for cleanup et al 11:55 A.M. and 3:25 P.M. Half hour lunch from 12 noon to 12:30. Any work performed during this time shall be a double time and a half hour lunch time be taken later.

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Except in cases where it is absolutely necessary and unavoidable, no work shall be permitted or performed before 8 o'clock in the forenoon or after 3:30 o'clock in the afternoon. In such cases where work shall be necessary to be done outside the regular hours of the working day, permission must be first obtained from the Business Representative and the rate of compensation for such overtime shall be double the ordinary and existing wage rate for carpenters and the rate for foremen for overtime shall be double the existing rate for foremen. Any part of one hour worked overtime shall constitute one hour's overtime and shall be paid for as such.

No work shall be permitted or performed on Saturdays or Sundays . . . unless permission shall have been given by the Business Representative in writing. Such permission, however, shall only be given in cases of danger to life or property. In such cases where permission shall have been given the rate of compensation shall be the same as for overtime to wit: double the straight time rate.

From the agreement between Stokely-Van Camp, Inc. Fairmont and Winnebago, Minnesota Plants and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America (Ind.). (expiration date: February 1975)

ARTICLE XIII-HOURS, OVERTIME AND HOLIDAYS

- 13.1 The purpose of this article is to outline the normal hours of work and to provide the basis for computing overtime and holiday pay and shall not be construed as a guarantee of, or limitation on, hours of work per day, per week, or per year. All hours worked on any shift beginning on or before 12:00

midnight shall belong to the day in which such shift begins.

- 13.2 The normal workweek shall be 5 consecutive 8 hour days commencing at 12:01 a.m., Monday; however, the company reserves the right to change the workweek, the starting times and hours of work as may be necessary. The union will be notified of changes in the workweek 24 hours prior to the time such change is effected.

Overtime pay

- 13.3 Time and one-half will be paid for all hours worked by employees:

- (a) Over 8 hours in any one day except during the proper application of seasonal exemption.
- (b) Over 40 hours in any one week except during the proper application of seasonal exemption.
- (c) Over 10 hours in any one day or 48 hours in any one week during the proper application of 7(c) and 7(d) exempt weeks.
- (d) On Sunday during proper application of a 7(d) exempt week.

- 13.4 Double time will be paid for all hours worked by an employee:

- (a) On Sunday except during the proper application of exempt weeks or when Sunday is part of a regularly scheduled 5 day workweek. When Sunday is part of an employee's regularly scheduled 5 day workweek, the 7th day of that employee's workweek becomes his Sunday and all hours worked on day would be paid for at the double time rate.

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- 13.6 Paid holidays not worked falling within the workweek, Monday through Friday, will be counted as time worked for the purpose of computing weekly overtime except during proper application of exempt weeks.

- 13.7 Both daily and weekly overtime will not be paid for the same hours worked. Employees shall be paid whichever is greater but not both. The allowance of overtime or premium pay for any hour or part of an hour excludes that hour from consideration for consideration for overtime or premium pay on any other basis: thus eliminating pyramiding of overtime or premium pay.

Relief periods

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13.13 Employees shall receive not more than a 1-hour lunch break, provided however, during the processing season, employees may be checked out to avoid standby time for a period of not more than 3 accumulative hours exclusive of the lunch period. The meal period shall be scheduled as near as possible to the middle of the day's work. Any employee who is not relieved of his duties for his meal period shall be paid for the meal period.

13.14 During the fresh pack season any employee may request off for each 3 Sundays worked and shall have the same provided a substitute can be procured. The company together with the employee requesting time off will make every effort to obtain such substitute.

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Exempt weeks

13.17 The company is engaged in the processing of agricultural foodstuffs including perishable fruits and vegetables of a seasonal nature and is entitled to limited overtime exemptions under this Agreement as are provided by the Federal Wage-Hour Laws.

13.18 Exempt weeks as provided in this agreement are to be used only when actual processing of perishable fruits and vegetables occur during that calendar week, except that exempt weeks may additionally be used for preparation and storage of planting and harvesting equipment.

From the agreement between the Dana Corporation, Parish Frame Division, Reading Plant, and the United Steelworkers of America. (expiration date: October 1977)

ARTICLE 4. HOURS OF WORK

This provision describes the normal work day and work week. It is not a guarantee of hours of work per day or per week or of days of work per week.

Section 1. The Work Day

The normal work day shall consist of 8 consecutive hours of work exclusive of any unpaid lunch periods, beginning with the starting time of the shift worked by the employees, except the boiler house employees and furnace servicemen who will operate on the schedule of hours as shown under Section 3 of this article.

Section 2. The Work Week

(a) The normal work week shall consist of 5 consecutive days beginning on Monday of each week

at respective starting times for each shift and shall end not later than 7:00 o'clock the following Saturday morning.

(b) The exception to the above is for the boiler house employees and furnace servicemen who will operate according to scheduled number of hours shown herein under Section 3, and on a non-consecutive basis. The work week of these employees, when operating on a continuous basis starts on Monday at 7:00 a.m. and ends the following Monday morning at 7:00 a.m.

(c) When production requirements are curtailed necessitating a reduction in hours in the normal work week, every reasonable effort will be made to schedule employees in such a manner that they will be eligible to receive unemployment compensations.

Section 3. The Work Schedule

(a) In the case of one or two shift operations, the hours shall be on all days worked as follows and include a half-hour unpaid lunch period:

1st Shift 7:00 A.M. to 3:30 P.M.
2nd Shift 3:30 P.M. to 12:00 Midnight

(b) In the case of 3 shift operations, the hours shall be as follows:

1st Shift 7:00 A.M. to 3:00 P.M.
2nd Shift 3:00 P.M. to 11:00 P.M.
3rd Shift 11:00 P.M. to 7:00 A.M.

(c) When work is required on Saturdays and Sundays, scheduled departments will work in accordance with the hours of a three-shift work schedule.

(d) A department beginning a work week with three operating shifts which are continued through at least Wednesday of the week will work the hours of a three shift work schedule the balance of that week.

(e) Transportation and inspection employees shall work the same hours as the departments they service; also the following applies:

- (1) If the department they service leaves the plant of their own accord, the servicemen serving that department will also be sent home.
- (2) If the department they service is sent home after 4 hours for any reason, the servicemen serving that department will also be sent home.
- (3) If the department they service works overtime during the week, the servicemen serving that department will work overtime with the department.
- (4) If the department they service is sent home before working 4 hours due to lack of material, machine breakdown, the servicemen serving that department will be moved to other jobs in their respective departments which they can do and the youngest men in the department will be sent home.

(f) The schedules of paragraphs (a) and (b) apply to all departments, except the boiler house employees and furnace servicemen.

(1) The schedule of shifts for boiler house employees for continuous operation will be:

	M	T	W	T	F	S	Sun
1st Shift—	8.5	8.5	8.5	0	6.5	6.5	6.5
2nd Shift—	8.5	8.5	0	8.5	6.5	6.5	6.5
3rd Shift—	8.5	0	8.5	8.5	6.5	6.5	6.5
4th Shift—	0	8.5	8.5	8.5	6.5	6.5	6.5

(2) The schedule of shift for furnace servicemen for continuous operations will be:

Starting at 6:00 a.m. Monday morning each man will work a 6-hour shift from Monday thru Friday, 2 men working 12 hours on Saturday and 2 men working 12 hours on Sunday, alternating Saturday and Sunday work each week.

(g) When boiler house and Furnace servicemen operate on basis of 5-day work week, each shift will be 8 hours each as follows:

1st Shift 6:00 a.m. to 2:00 p.m.
2nd Shift 2:00 p.m. to 10:00 p.m.
3rd Shift 10:00 p.m. to 6:00 a.m.

(h) The determination of starting time of daily and weekly work schedules shall be made by the company; such schedules may be changed by the company from time to time to suit varying conditions of business, provided however, that indiscriminate, or arbitrary changes shall not be made in schedules. Changes deemed necessary by the company shall be made known to the plant representatives of the union at least 1 day in advance of such change, if possible.

Section 4. Lunch, Rest and Wash Periods

(a) The presently established rest, lunch and wash periods shall continue unless changed by the parties.

(b) Lunch periods will be in accordance with the present established practice. The practice is that on 3 shift operations, day workers will receive a 20 minute maximum paid lunch period and incentive workers will receive a 20 minute maximum unpaid lunch period.

Section 5. Miscellaneous

(a) Should employees who are regularly scheduled on the Monday through Friday basis be required for Saturday, Sunday or holiday work, the company shall make every effort to give at least 48 hours advance notice to such employees.

(b) The company shall post at the main entrance of each building a daily report of the total hours earned by each employee.

(c) On any day when situations arise which would necessitate maintenance employees working into the next shift, sufficient employees will be obligated to work to handle such occasions.

ARTICLE 5. OVERTIME AND PREMIUM PAY

Section 1. Daily and Weekly Overtime

(a) Time and one-half shall be paid for all hours or parts of hours worked in excess of 8 hours within the 24 and/or for hours or parts of hours worked in excess of 40 hours in 1 work week, whichever is the greater, unless the employee's shift is changed due to application of Article 6 of this agreement.

(b) When employees mutually agree for their own convenience to change shifts for one or more days, the company shall not be penalized under the 24 hour provision, or be required to pay premium pay under any Federal or State statute; if this occurs the company has the right to refuse the shift change. In addition, all employees shall have the necessary comparable skills to make such shift changes.

(c) Any new employee hired during the week shall not receive premium pay for Saturday or Sunday during the first week of their employment unless Saturday or Sunday is the sixth or seventh day worked within the week in question.

(d) Overtime pay shall be paid for all work performed before the regular starting time and after the regular quitting time of the shift to which the employee is regularly assigned. However, employees who, for personal reasons, have been unable to complete their 8 hours at the end of their regular scheduled shift, may be permitted upon their request to make up time for such loss at straight-time pay. The exception to this will be the case of union committeemen who are on union work during the course of the day which shall not be considered personal reasons. If they are working on productive work before or after the state or finish of their regular shifts, they will be, and overtime pay in accordance with the above.

(e) Overtime shall be paid on the basis of the average weekly earnings for the week in which the overtime is worked.

(f) Overtime or premium payments shall not be duplicated for the same hours worked under any of the terms of this agreement and to the extent that hours are compensated for at overtime rates under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provision.

Section 2. Deduction for Overtime

No employee shall be required to take regular time off for any overtime worked in a scheduled work week.

Section 3. Saturday and Sunday Work; Premium Pay

(a) Time and one-half shall be paid for work performed on Saturday except where the employee has for personal reasons absented himself from work for one day during the work week with the following

exceptions, in which case time and one-half shall be paid in accordance with Section 1 above.

(1) When on jury duty.

(2) Off due to hospitalization.

(3) When man is sent home by company doctor due to out of plant injury. (Doctor's decision is final.)

(4) Death in immediate family. (The holiday pay definition of the immediate family, as described under Section 5 (f) applies).

(5) When an employee presents a doctor's certificate substantiating time lost during the normal work week as a result of illness or outside injury.

(b) Double time shall be paid for all work performed on Sunday commencing at 7:00 a.m. Sunday and ending at 7:00 a.m. on Monday except where employee has, for personal reasons, absented himself from work one day during the work week or sixth day, with the same exception provided under paragraph (a) above, and except where employees request and are granted permission to work on Sunday in preference to Saturday. In such cases, employees shall be paid time and one-half overtime in accordance with paragraph (a) of this section.

Regardless of the number of days off for personal reasons an employee will be paid time and one-half for all hours worked on Sunday.

(c) No employee shall be reprimanded for his inability or refusal for good cause to work on Saturdays, Sundays or the holidays listed on Section 5 of this Article. However, the employee shall notify his foreman at the time of request, when unable to work. Failure to do so will constitute a violation.

(d) When it is necessary to operate the boiler house firemen and/or furnace servicemen on a 4 shift continuous operation basis, such employees shall be paid time and one-half for work performed on Saturday, and double time for work performed on Sunday except where they have, for personal reasons, been absent from work during the work week other than their regularly scheduled day off with the exceptions provided under paragraph (a) of this Section; in such cases straight time will be paid for work performed Saturday and time and one half paid for work performed Sunday, in accordance with Section 1 of this Article. Premium pay will not be compounded if employees work a sixth and seventh day during a work week.

Section 4. Division of Saturday and Sunday Overtime Work

With the exceptions listed under this section, Saturday and Sunday overtime work shall be divided equally among all employees within a department, by shift, or in accordance with present practices and will be carried out as far as it is practicable and possible. In order to comply with the above where overtime is

equally distributed, a record of overtime will be maintained and posted in each department.

(a) Transportation Departments

In scheduling work for Saturdays and Sundays, crane operators and hook up men shall rotate such work by shifts within a bay or unit, whichever the case may be. Employees classified as truck operators will be scheduled by rotating time among all such employees within the department by shifts.

The bay system is established with the intention of providing a fair and equitable method of distributing Saturday and Sunday overtime work. Changes in the physical layout of the plant and/or other changes in work or work conditions, may make it necessary to revise the above bay definitions. Any revisions will be made by mutual agreement and will take into consideration the basic intent of the bay definitions - i.e., to provide a method of fairly and equitably distributing available overtime.

(b) Inspection Department

The application of seniority in working employees in Inspection Departments 401, 411, 421 and 431 for Saturday and Sunday work will apply as follows:

In scheduling work for Saturday and Sunday, Inspectors will rotate such work by shifts within each group . . . and within the department to which they are normally assigned . . .

Utility men will divide overtime with the men in the Process Group 3.

(c) Electrical Departments

The division of Saturday and Sunday overtime in Electrical Departments 71 and 72, combined under one seniority list, will be accomplished as follows:

Overtime work of these employees will be divided as equally as possible, by shift, among all employees working in both the Weiser and Lewis Buildings, subject to the following regulations:

1. Men scheduled before the end of dinner or the meal period on Thursday of respective shift for Saturday and/or Sunday work will be notified by weekend record board. No attempt will be made by foreman to contact each man.

2. Employees so notified will be required to advise their foreman of their decision as to Saturday and/or Sunday work by the end of their respective Thursday shift. All refusals of men scheduled as in regulation (1) will be recorded on the overtime record.

3. Men scheduled after the end of dinner or the meal period on Thursday of respective shift for Saturday and/or Sunday work will be contacted individually by their foreman; any refusals will not be recorded on record.

4. There will be no swapping or exchanging of scheduled work except as provided under Section 1 of this Article.

(d) Maintenance Department

The division of Saturday and Sunday overtime in Maintenance Departments 81 and 82, combined under one seniority list, to be handled the same as that covered above the electrical departments with the provision that painters and oilers in these departments will rotate their overtime on the same basis as handled in the past, on work they normally perform during the week and a separate record for Saturday and Sunday will be maintained for employees under these job classifications.

(e) Press Departments 4, 11, 18, 60, 61, 63, 67, 108 and 109

When presses are to be operated on the sixth or seventh day, the company will schedule the regular operators and regular helpers who normally operated the press during the week. The work on all presses which have no regular operator or helper assigned to them will be rotated among all employees in the department by shift.

In the event the regular operator of a press is laid off on a Thursday and/or Friday due to lack of work and his press is operated by an older employee and the press is scheduled for Saturday or Sunday work, the regular press operator will be given the opportunity to operate that press on the overtime days. In the event employees who normally work on a press are unable to work Saturday and/or Sunday, the work shall be rotated among all the employees by shift. In calling in employees by seniority, by shift, such work over a period of time shall be divided as equally as possible among employees on the shift.

On weekend work, in case of tool or press breakdown, the employee can be transferred to an open press within his department for the balance of the day.

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Section 6. Daylight Saving Time

On the Sunday when daylight saving time goes into effect, the payment of double time to the third shift, starting Saturday night, will not start until after 8:00 a.m. daylight saving time.

From the agreement between the Melville Shoe Corporation, J. F. McElwain Company Division and the New Hampshire Shoe Workers Union of Manchester (Ind.). (expiration date: March 1975)

ARTICLE IV

HOURS OF WORK AND OVERTIME

Section 1. The normal working day shall contain eight consecutive hours exclusive of a one hour lunch period. The starting time of the working day shall be determined by the company. The lunch period . . . shall be from 12 noon to 1:00 P.M. No work shall be performed during the lunch period except in case of an emergency, and then only with prior agreement by the union representative in the department and from

the Business Agent, or the President, if the Business Agent is absent from the city. The normal working days in each week, if and when the company is operating on the 40 hour week, shall be Monday through Friday, inclusive. The working days may include Saturday whenever the company is operating on a week of more than 40 hours.

Section 2. At all times when the company finds it necessary to do so to meet emergencies, it may operate at other hours or on other days than above provided, subject to any restrictions imposed by law. The company will notify the Business Agent of the contents of any notice to be posted by it relative to hours of work which affect the employees as a whole.

The company agrees that to the extent practicable under all the circumstances it will be its intention to notify employees prior to noon if they will be required to work after 4:30 p.m. on that day.

Section 3. (a) Without hereby limiting the company's right to require work at any such times, all work performed by any employee over forty hours in any one workweek . . . 8 hours in any one day, . . . or (except in the case of firemen and watchmen-firemen) on a Saturday shall be considered overtime work and shall be paid for at time and one-half . . .

From the agreement between the Potomac Electric Power Company and the Electric Utility Employees' Union of Washington, D.C. (Ind.). (expiration date: May 1975)

ARTICLE 6

Special Premiums

Section 1. Employees whose regular schedule requires them to work a shift beginning at approximately midnight and ending at approximately 8 a.m. (A Shift), or a shift beginning at approximately 4 p.m. and ending at approximately midnight (C Shift), shall be paid 25 cents per hour above their basic rates of pay for the hours worked on the shift. These additional payments are not to be paid to employees working these shifts as overtime or receiving premium payments because of change of schedule, but shall be applicable only when the shift is worked as a regular schedule. When half or more of an employee's shift is within one of the differential pay time periods, he shall be paid the premium for his entire shift.

Section 2. Employees required to work on Sunday as a part of their regular weekly schedule shall be paid a premium of 25% above their basic rates of pay for hours worked on the shift.

Section 3. Whenever the basic working schedule of an employee is changed by the company and he does not receive 96 hours' notice before the change takes place, he shall be paid at the rate of time and one-half for the first day worked on the new

schedule. When notice of 96 hours is given before the change takes place, no premium rate will be paid.

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To avoid any misunderstandings, the instructions to the employee will be confirmed in writing and given to him if he is present. If he is not present at the time, confirming instructions in writing will be provided for him upon his return to work.

A—Where a change in working schedule without the required notice causes an employee to be off duty instead of working, he shall be paid time and one-half for his next straight time working day.

B—Changes in working hours whereby schedules are shifted by one hour or less will not be considered change of schedule within the meaning of this Section provided notice is given to the employee during his last preceding work shift or at least 12 hours prior to the change.

C—A shift or off-day exchange within the same workweek by mutual agreement between employees in the same job classification will be permitted if approved by the supervisor, when it does not require the payment of overtime or change in rate of pay and in the opinion of the supervisor will not hinder the work or unduly inconvenience fellow employees.

D—When an employee has been given notice to change his schedule in accordance with this Section, the changed schedule shall then be considered his regular schedule for that period. Any further change from this schedule shall be considered as a further change in schedule and notice given as required herein.

E—The requirements of this Section shall not apply to employees who are permitted to return to work on a limited or light duty basis as the result of agreement between the Medical Department and the management of their Departments. This exclusion shall apply also at the time such employees are returned to a regular schedule after release for regular duty. When the return to regular duty and regular schedule is to take place, the company will, whenever possible, schedule an off day for the employee between the days of change when such return would allow only one shift of rest.

Section 4. Meal allowances of \$2.00 (\$2.25 effective August 29, 1972) per meal shall be paid to employees working overtime, under the following conditions:

A—When an employee is notified during his currently assigned shift to remain on duty after the end of such shift, he shall be entitled to a meal allowance after 2 hours' overtime work. However, if he is released with 2 hours' or less overtime work he shall not be entitled

to a meal allowance. When the overtime continues and is expected to continue for a total period in excess of 8 hours, he shall be entitled to a further meal allowance 6 hours after the 2-hour allowance and others at intervals of 5 hours if the overtime work continues. An employee released from work at the end of 8 hours' overtime work shall not be entitled to a second meal allowance.

B—When an employee is called out or is otherwise instructed to report for overtime work and does report within 2 hours after being released from duty, he shall be entitled to a meal allowance 2 hours after the time he was previously released. Provided, however, if the employee received a meal allowance during his previous duty, he shall not be entitled to a meal allowance until 5 hours from the time of his previous allowance.

C—When an employee is called out over 2 hours after he was released from work, he shall be entitled to a meal allowance after 5 hours' overtime work and an additional meal allowance, when the overtime continues, at the end of each continued 5 hours' overtime work. Provided, however, when an employee is called out within 5 hours of the beginning of his next regular shift and the overtime worked extends to his normal starting time, he shall be entitled to a meal allowance at the beginning of his shift if the overtime worked amounts to 2 hours.

D—When a job is prearranged, an employee shall be entitled to a meal allowance after working 12 consecutive hours and further allowances thereafter at intervals of 5 hours if the overtime work continues.

E—If an employee is allowed time off for a meal, no deduction from his time will be made if it does not exceed one-half hour. Time taken in excess of one-half hour will be deducted from his time.

F—When it is apparent that meal allowances will be due under this Section, supervisors may release employees for meals at any convenient period around normal meal times.

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ARTICLE 7

Overtime

Section 1.

A—The normal workday shall consist of 8 consecutive hours of work, exclusive of meal periods, and the normal workweek shall consist of 5 normal workdays.

B—For payroll purposes the workday begins at 12:01 a.m. in the morning and ends at 12 midnight that night, and the workweek begins

at 12:01 Sunday morning and ends at 12 midnight the following Saturday night.

C—When a normal workday begins before 12:01 a.m. and continues past 12:01 a.m., time shall be charged on the day in which the majority of the hours is worked. When the normal workday is divided evenly before and after midnight, time shall be charged on the day on which work was started.

Section 2. Overtime is defined as time worked in excess of 8 hours in a workday or 40 hours in a workweek. All overtime shall be paid for at the rate of one and one-half times basic rates except where higher rates are provided for elsewhere in this Agreement.

Section 3. When an employee works his full workweek of 5 normal workdays, and in addition works a minimum of 4 consecutive hours on his first off day in the same workweek as overtime, any work on his second scheduled off day in the same workweek shall be paid for at double time rates. Excused time with pay and holidays will be considered time at work for the purpose of this Section 3.

Section 4.

A—After 16 consecutive hours of work, employees shall be paid double time for all consecutive hours worked thereafter. An employee who has worked 14 or more consecutive hours shall, upon his release, be entitled to an 8-hour rest period before he returns to work. If this rest period extends into his regularly scheduled working hours for 4 hours or more, he shall be excused from his regular tour of duty for that day and shall lose no pay thereby. If the rest period extends into his regularly scheduled hours for less than 4 hours, he shall be excused from that portion of his regular tour and lose no pay thereby.

B—An employee who has been released after 14 consecutive hours of work may be recalled or instructed to report back to work before the end of his 8-hour rest period if needed. If the elapsed time between time of release and time of reporting back to duty is less than 8 hours, his rate of compensation for consecutive hours of work after his return shall be at double time.

Section 5.

A—An employee is considered to be "called out" for overtime work when he is given notice while off duty to report for work within 7 hours, and the hours worked are not continuous with other hours worked.

B—When an employee is "called out" for overtime work, or is instructed to report for

overtime work and the hours worked are not continuous with other hours worked, he shall receive a minimum of 4 hours' pay exclusive of travel time.

C—Except as prohibited in Item E below, when an employee is "called out" for overtime work, he shall be paid travel time of one hour at time and one-half rate in addition to time worked, regardless of whether the work continues on to be continuous with other hours worked.

D—When an employee is "called out" for overtime work and reports for work within 6 hours of the beginning of his upcoming regular shift and works at least 4 hours, he shall be retained on duty and paid on overtime until the beginning of his upcoming regular shift.

E—When an employee is "called out" for overtime work and reports for work within 2 hours of his previous release from his regular shift, he shall be paid as if he worked continuously from his regular shift. In these cases travel time will not be allowed.

Section 6.

A—Overtime work shall be distributed as equitably as possible among employees in the job classification in the occupational group in which such overtime work is to be performed.

B—The employee in the appropriate job classification with the lowest amount of charged overtime hours shall normally be first considered for overtime work to be done taking into account nature of work, ability to perform it satisfactorily within reasonable time limits and availability of the employee. No more than one reasonable attempt to reach an employee will be required. In emergency situations the company may call any employee it deems necessary under the circumstances.

1. In departments that have rotating 3-shift operations, after the company has called all employees on the overtime list once per shift, it may request the employees with the lowest amount of overtime hours in each job classification to remain on duty for overtime work.

2. If through the fault of the company the appropriate employee on the overtime list is not assigned to a particular case of overtime work, he will be compensated at the appropriate overtime rate for the number of hours he would have worked unless the company gives him an opportunity to make up such hours within 3 months after the mistake occurred. Any absence of the employee due to vacation or sickness shall be added to the 3-month period.

C—An employee will be charged as being unavailable for overtime work for the number of hours he could have worked without need for any attempt to contact him in the following situations:

1. When he does not have a telephone or a current telephone number listed with the company.
2. When he is on vacation, restricted to limited duty or light duty, or absent on his last previous regular schedule shift, or, since his last previous regular schedule shift, has reported to the effect that he is not able to work.

D—Overtime work offered to an employee but waived with the consent of the company and overtime work which would be offered to an employee if he were available shall be charged to him as overtime hours.

E—When a job started on straight time cannot be completed without overtime work, the company shall have the option of continuing on overtime work the employees who started the job or replacing them with other employees who have a lower number of charged overtime hours.

This paragraph may be modified in any department to meet local conditions if the local representative and department head desire to do so and conclude an arrangement satisfactory to them which is stated in writing with copies to the union and personnel services.

F—Temporary employees may be called for overtime in emergencies but shall not be scheduled for prearranged overtime work until they have completed 6 months' continuous service.

G—The company will post lists of employees for overtime assignment consideration on appropriate departmental bulletin boards by job classification and occupational group. Further subdivisions according to geographical assignment areas may be agreed to by local representatives and departmental management and copies of such agreements are to be sent to the union and personnel services.

1. At the beginning of the appropriate pay period in each calendar year the lists of employees for overtime selection consideration shall be prepared with the employee having the lowest number of charged overtime hours in the preceding year listed with zero hours and the remaining employees listed with a corresponding reduction in the previous year's charged overtime hours.
2. Thereafter, postings shall be made within 4 working days after the close of every other

hourly rate payroll period (2 weeks) and after the close of each weekly rate payroll period (2 weeks), listing overtime hours worked, hours unavailable, and hours declined with the consent of the company, for the period and cumulative for the year.

3. A copy of each posting shall be sent to each appropriate local representative and to each employee working out of a headquarters where lists are not posted who is being charged with being unavailable for overtime during the period covered by the posting.

4. The dates of posting of the lists for each prescribed period in the areas specified and dispatching to the local representative and reasonable delivery dates to individual employees affected shall be the dates for cause for the complaint under Article 17, Section 2, regulating the time periods for making complaints and filing grievances.

H—An employee who wishes to be excused from overtime work whenever possible may submit a written request to his department head. An employee shall not submit this written request for a waiver from overtime work and a department head shall not approve such a request unless both the employee and department head intend a bona fide waiver of consideration for overtime work. Such waivers are not intended to be a vehicle for avoiding the intent and purpose of Article 7, Section 6.

1. After approval, if any, such employee will be excluded from consideration for the equitable distribution of overtime but will not be excused from the requirement to work overtime as may be determined to be needed by the company. Such employee will be listed on the overtime record with a "W" identification to indicate "waiver". All overtime hours actually worked by such employee will be shown for him on the overtime lists.
2. The company or the employee may revoke the waiver referred to above by notice in writing to be effective at the beginning of the first pay period in the following calendar month. When restored to regular overtime status such employee shall be listed at one hour above the highest number of hours listed for any employee in his job classification or one hour above his previously charged overtime hours, whichever is higher.
3. Waivers and revocations of waivers shall be valid only when prepared on the standard forms agreed upon by the union and the company with copies to the union and the employment and records department. Notwithstanding the above, all employee

waivers shall be revoked effective December 31, 1972. Any employees desiring to be excused from overtime work after that date may process written requests as heretofore provided in this Article 7.

I— No grievance may be filed on the distribution of overtime work in any particular case unless the difference in charged overtime hours between the employee assigned to the work and the complaining employee exceeds 20 percent of the charged overtime of the assigned employee.

J— Overtime worked by an employee while in a temporary upgraded status will be charged to him in his regular job classification.

K— Employees changed from one overtime record list to another or added to an existing list in any of the following situations shall be charged with the highest number of overtime hours charged to any employee on the list to which they are to be placed plus one hour:

1. Promotions, demotions, and transfers from one seniority roster to another, or from one geographical location to another.
2. New employees, and temporary employees after 6 months' service.

3. Returning from military leave or maternity leave.
4. Returning to bargaining unit within one year of promotion to management status.
5. Transfer from non-bargaining unit to bargaining unit.

Section 7. When an employee has been previously instructed to work overtime on his off day and the work is cancelled by the company, it will give notice of cancellation to the employee affected 8 hours before reporting time. If 8 hours' notice is not given, the employee may report to the work location as planned and be paid an allowance of 4 hours at the applicable overtime rate.

If the job is cancelled within 8 hours of reporting time and the employee requests permission not to report, he may be excused by his supervisor, and in such case shall not be entitled to any pay allowance.

Section 8. An employee shall not be required to take time off on his regular basic work schedule in lieu of overtime worked or to be worked. This shall not affect the company's right to change the schedule of basic work and off days or hours of duty of employees as set forth in Article 6, Section 3.

Appendix B. Identification of Clauses

All unions are affiliated with the AFL-CIO except those designated as (Ind.).

<i>Clause Number</i>		<i>Expiration Date</i>
1	Aluminum Company of America, Cleveland Plant, Auto Workers (UAW) (Ind.)	June 1974
2	Proctor & Gamble Manufacturing Co. Port Ivory Factory, O. Independent Oil & Chemical Workers, Inc. (Ind.)	November 1973
3	Collins Radio Company Electrical Workers (IBEW)	November 1973
4	A.O. Smith Corp., Electric Motor Division Electrical Workers (IBEW)	October 1973
5	Northern Illinois Gas Company Electrical Workers (IBEW)	January 1974
6	Acme Markets, Inc., Forty Fort, Pa. Meat Cutters (MCBW)	June 1974
7	Hotel Association of New York City, Inc. New York Hotel and Motel Trades Council	May 1976
8	Associated General Contractors of California, Inc., Master Agreement Carpenters (CJA)	June 1974
9	Associated Producers & Packers, Inc., Seattle Teamsters (IBT) (Ind.)	April 1974
10	True Temper Corporation Steelworkers (USA)	June 1975
11	Building Trades Employers Association, Inc., and Builders Institute of Westchester & Putnam Counties, New York, Inc. Laborers (LIUNA)	April 1974
12	Area Food Store Contract, Alameda County, Calif. Retail Clerks (RCIA)	December 1973
13	Area Wholesale Grocers, Chain Stores and Others, Minneapolis Teamsters (IBT) (Ind.)	August 1973
14	Greater Pittsburgh Milk Dealers Association Teamsters (IBT) (Ind.)	April 1974
15	United Parcel Service, Inc., Atlantic Area Teamsters (IBT) (Ind.)	December 1973
16	Long Beach and Orange County Restaurant Assn., Hotel and Restaurant Employees (HREU)	February 1974
17	First National Stores, Inc., Boston Meat Cutters (MCBW)	January 1974
18	RCA Global Communications, Inc., Commercial Trade Division Teamsters (IBT) (Ind.)	November 1973

19	R.H. Macy & Co., Inc., Bambergers Division Retail Clerks (RCIA)	January 1974
20	General Telephone Co. of Pennsylvania, 6 departments Electrical Workers (IBEW)	September 1973
21	Kelly-Springfield Tire Co., Cumberland, Md. Rubber Workers (URW)	June 1973
22	Area Underground Contractors Association and 5 others, Ill. Operating Engineers (IUOE)	June 1973
23	Acme Boot Co., Inc., Tenn. Rubber Workers (URW)	May 1974
24	Area Industrial Refuse Collecting Contractors, New York City, N.Y. Teamsters (IBT) (Ind.)	November 1975
25	Garment Industries of Illinois Garment Workers; Ladies' (ILGWU)	November 1973
26	General Telephone Co., of Michigan Electrical Workers (IBEW)	May 1973
27	Commonwealth Edison Co., Chicago (clerical) Electrical Workers (IBEW)	March 1973
28	Maytag Co. Auto Workers (UAW) (Ind.)	June 1974
29	California Metal Trades Association Machinists (IAM)	March 1974
30	Beech Aircraft Corp. Machinists (IAM)	August 1975
31	Kansas Power and Light Co. Electrical Workers (IBEW)	June 1974
32	Associated General Contractors of St Louis & 2 others Carpenters (CJA)	April 1974
33	Associated Milk Dealers, Inc., Chicago Teamsters (IBT) (Ind.)	April 1974
34	Associated Building Contractors of Northwestern Ohio, Inc. Laborers (LIUNA)	June 1974
35	Santa Barbara Restaurant Association & 2 others, California Hotel and Restaurant Employees (HREU)	February 1975
36	Associated Hotels of Atlantic City, N.J. Hotel and Restaurant Employees (HREU)	April 1974
37	Area Dye & Machine Print Companies, N.Y., Conn., N.J. Pa. and Mass. Textile Workers Union (TWUA)	October 1974
38	Big Apple Supermarkets, Inc., Ga., Ala., Tenn., Retail Clerks (RCIA)	May 1974
39	Outboard Marine Corp., Johnson Outboards Division Independent Marine and Machinists Association (Ind.)	October 1974
40	Knitted Outerwear Manufacturers Association, Pennsylvania District Garment Workers; Ladies' (ILGWU)	June 1975

41	National Association of Doll Manufacturers, Inc. Toy Workers (DTPN)	June 1973
42	Construction Employers Labor Relations Assn. of New York State, Inc., Rochester area Laborers (LIUNA)	April 1973
43	West Point-Pepperell, Inc., Lindale Division Textile Workers Union (TWUA)	December 1975
44	Eastern New York Construction Employers, Inc., Albany Iron Workers (BSOIW)	May 1973
45	Construction Employers Labor Relations Assn. of New York State, Inc., Syracuse area Laborers (LIUNA)	May 1973
46	Employers Negotiating Committee, Evansville, Ind. Laborers (LIUNA)	March 1973
47	League of New York Theatres, Inc. Actors' Equity (AEA)	June 1974
48	Monsanto Co., Springfield, Mass. Plant Electrical Workers (IUE)	July 1974
49	Seeburg Corp. of Delaware, Seeburg Products Div. Teamsters (IBT) (Ind.)	December 1974
50	Milwaukee Lithographers Association Graphic Arts (GAIU)	April 1974
51	National Lead Co., Titanium Pigment Division Oil, Chemical and Atomic Workers (OCAW)	February 1973
52	American Tobacco Co. Tobacco Workers (TWIU)	January 1974
53	Georgia-Pacific Corp., Crossett Paper Division Paperworkers (UPIU)	June 1974
54	Photo-Engravers Board of Trade of New York, Inc. Graphic Arts (GAIU)	January 1973
55	Detroit Edison Co. Utility Workers (UWU)	June 1975
56	Michigan Bell Telephone Co., Comptroller Operations Communications Workers (CWA)	July 1974
57	Western Electric Co., Inc., Distribution Organization of the Service Division Communications Workers (CWA)	August 1974
58	Pickands Mather & Co., for Erie Mining Co. & Mahoning Ore & Steel Co. Steelworkers (USA)	August 1974
59	Firestone Tire & Rubber Co., Akron Plants Rubber Workers (URW)	April 1973
60	Kennecott Copper Corp., Utah Copper Division Steelworkers (USA)	June 1974
61	Texaco, Inc., Port Arthur Plant and Terminal Oil, Chemical, and Atomic Workers (OCAW)	January 1975
62	Hygrade Food Products Corp. Meat Cutters (MCBW)	October 1973
63	Magee Carpet Co., Bloomsburg, Pa. Textile Workers Union (TWUA)	March 1974
64	California Beer Distributors, Area Agreement Teamsters (IBT) (Ind.)	May 1973

65	Pacific Car & Foundry Co., Kenworth Motor Truck and Dart Truck Co. Subsidiaries Auto Workers (UAW) (Ind.)	August 1974
66	Master Builders Association of Western Pennsylvania Teamsters (IBT) (Ind.)	May 1973
67	Union Carbide Corp., Chemicals & Plastics Operations Division, So. Charleston, W. Va. Plant Machinists (IAM)	October 1973
68	Proctor & Gamble Manufacturing Co., Ivorydale & St. Bernard, O. Ivorydale & St. Bernard Employees' Representation Association (Ind.)	February 1973
69	Bendix Corp., Kansas City Division Machinists (IAM)	August 1975
70	Companies of the Southern California Steel Fabricators Boilermakers (BBF)	May 1973
71	Western Electric Co., Inc., Baltimore Works Communication Equipment Workers, Inc. (Ind.)	August 1974
72	Coleman Co., Inc., Wichita, Kansas Steelworkers (USA)	May 1974
73	United Knitwear Manufacturers League, Inc., New York City, N.Y. Garment Workers; Ladies (ILGWU)	July 1973
74	Scott Paper Co., Everett Plant, Wash. Pulp and Paper; Western (WPPW) (Ind.)	May 1973
75	Hammermill Paper Co., Thilmany Pulp & Paper Division, Wis. Paperworkers (UPUI)	July 1974
76	Madison Employers Council, Building and Construction Contractors Division of Wis. Carpenters (CJA)	March 1973
77	Gulf Oil Corp., Texas Oil, Chemical and Atomic Workers (OCAW)	January 1975
78	Area Local Cartage Agreement, for Hire and Private Carriers, Chicago Truck Drivers; Chicago (CTD) (Ind.)	March 1973
79	Lingerie Manufacturers Association of New York, Inc. Garment Workers; Ladies' (ILGWU)	June 1975
80	Jones and Laughlin Steel Corp., Stainless and Strip Division, Warren Plant, Mich. Steelworkers (USA)	August 1974
81	Wheeling-Pittsburgh Steel Corp., Ohic Valley Plants Steelworkers (USA)	August 1974
82	Contra Costa Automobile Dealers Association, Calif. Machinists (IAM) Teamsters (IBT) (Ind.)	May 1974
83	Aerodex, Inc., Miami Teamsters (IBT) (Ind.)	July 1973
84	Union Carbide Corp., Nuclear Division, Oak Ridge Y-12 Plant Atomic Trades and Labor Council Machinists (IAM)	June 1975

85	Yellow Cab Co. of San Francisco Teamsters (IBT) (Ind.)	May 1974
86	United States Steel Corp., Unlicensed Seamen, Iron Ore & Steel Products Vessels, Great Lakes Fleet Steelworkers (USA)	August 1974
87	Atlantic Richfield Co., Calif., Statewide Oil, Chemical and Atomic Workers (OCAW)	January 1975
88	Bowaters Southern Paper Corp., Calhoun, Tenn. Paperworkers (UPIU) Electrical Workers (IBEW)	July 1973
89	Kroger Co., Pittsburgh Stores Meat Cutters (MCBW)	September 1973
90	Northwestern Mutual Life Insurance Co., Wis. Office Employees (OPEIU)	April 1974
91	National Transient Members (Nationwide Tank Erection Contractors) Boilermakers (BBF)	December 1974
92	American Cyanamid Co., Bound Brook Plant, N.J. Chemical Workers (ICW)	December 1974
93	Greater N.Y. Association of Meat and Poultry Dealers, Inc. and Meat Purveyors Association of N.Y., Inc. Meat Cutters (MCBW)	April 1975
94	Columbia Broadcasting System, Inc., Interstate Electrical Workers (IBEW)	September 1975
95	General Telephone Co. of Ohio Communications Workers (CWA)	July 1975
96	Union Camp Corp., Bleached, Pulp and Paper Division, Franklin, Va. Paperworkers (UPIU)	July 1974
97	Wholesale Bakers' Group (Mechanized Bakery Agreement), for the Los Angeles Area Bakery Workers (BCW)	May 1975
98	South Central Bell Telephone Co. Communications Workers (CWA)	July 1974
99	Swift & Co., Master Agreement Meat Cutters (MCBW)	August 1973
100	Potomac Electric Power Co., Washington, D.C. Electric Utility Employees Union of Washington, D.C. (Ind.)	May 1975
101	Kansas City Power & Light Co. Electrical Workers (IBEW)	June 1975
102	Californian and Hawaiian Sugar Co., Crockett, Calif. Seafarers (SIU)	June 1974
103	Brown Shoe Co., Interstate Shoe Workers; United (USW)	July 1974
104	Industrial Relations Council of Furniture Manufacturers in Southern California Carpenters (CJA)	June 1974
105	Allis-Chalmers Manufacturing Co., Springfield, Illinois Auto Workers (UAW) (Ind.)	December 1973

106	Square D Co., Lexington, Ky.	February 1974
	Electrical Workers (IBEW)	
107	DeSoto, Inc., Fort Smith Furniture Division,	February 1973
	Arkansas	
	Furniture Workers (UFW)	
108	Associated General Contractors of California, Inc.	June 1974
	and two others	
	Teamsters (IBT) (Ind.)	
109	Anchor Hocking Corp., Plants 1 and 2,	September 1974
	Lancaster, O.	
	Glass Workers; Flint (AFGW)	
110	Eaton, Yale & Towne, Inc.	November 1973
	Auto Workers (UAW) (Ind.)	
111	United Aircraft Corp., Hamilton Standard Division,	April 1975
	Windsor Locks Plant, Conn.	
	Machinists (IAM)	
112	Pacific Telephone & Telegraph Co., and	July 1974
	Bell Telephone Co. of Nevada, California and Nevada	
	Plant Department	
	Electrical Workers (IBEW)	
113	Norris Industries, Vernon Plant, Calif.	November 1975
	Auto Workers (UAW) (Ind.)	
114	Scott Paper Co., S.D. Warren Co. Division,	June 1974
	Central Mill	
	Paperworkers (UPIU)	
115	Area Picture Frame Manufacturing Companies,	December 1973
	Chicago	
	Upholsterers (UIU)	
116	Colt Industries Operating Corp., Fairbanks-	August 1975
	Morse Division, Power Systems Division,	
	Beloit Works	
	Steelworkers (USA)	
117	Danly Machine Corp.	April 1975
	Steelworkers (USA)	
118	Labor Relations Advisory Association, Central States	December 1973
	Tank Truck Agreement	
	Teamsters (IBT) (Ind.)	
119	Trane Co., La Crosse, Wis.	August 1973
	Machinists (IAM)	
120	Tappan Co., Tappan Division, Mansfield, O.	February 1974
	Independent Stove Workers Union (Ind.)	
121	Sherwin-Williams Co., Plant No. 2, Chicago	June 1975
	Oil, Chemical & Atomic Workers (OCAW)	
122	Westinghouse Electric Corp., Interstate	July 1976
	Electrical Workers (UE) (Ind.)	
123	Weyenberg Shoe Manufacturing Co. Milwaukee	January 1975
	Boot & Shoe Workers (BSW)	
124	Delmarva Poultry Processors Association,	March 1974
	Md. & Del.	
	Teamsters (IBT) (Ind.)	
	Meat Cutters (MCBW)	
125	N.Y. Industrial Council of the National Handbag	April 1974
	Association	
	Leather, Plastic, and Novelty Workers (LGPW)	

126	Borg-Warner Corp., York Division	October 1973
	Ice Machinery Independent Employees' Association (Ind.)	
127	Ex-Cello Corp., Lima, O.	March 1974
	Auto Workers (UAW) (Ind.)	
128	White Pine Copper Co., White Pine, Mich.	July 1974
	Steelworkers (USA)	
129	General Dynamics Corp., Electric Boat Division	June 1973
	Groton, Conn.	
	Marine Draftsmen's Association, Port of New London (Ind.)	
130	Wire and Metal Products Manufacturers Guild, Inc.,	October 1972
	New York City	
	Teamsters (IBT) (Ind.)	
131	Chicago Rawhide Manufacturing Company, Elgin Div.,	November 1973
	Elgin, Ill.	
	Meat Cutters (MCBW)	
132	International Harvester Co., Solar Division,	July 1975
	San Diego	
	Machinists (IAM)	
133	Greater St. Louis Automotive Association	July 1973
	and 1 other	
	Machinists (IAM)	
134	Area Fisheries, Gloucester, Mass.	April 1973
	Meat Cutters (MCBW)	
135	Columbus and Southern Ohio Electric Co.	July 1974
	Electrical Workers (IBEW)	
136	Imperial Reading Corp., La Follette Division, Tenn.	November 1973
	Steelworkers (USA)	
137	Carrier Corp., Elliot Co. Division, Interstate	March 1974
	Steelworkers (USA)	
138	Monfort of Colorado, Inc., Monfort Packing Co. Division	October 1973
	Meat Cutters (MCBW)	
139	Keystone Consolidated Industries, National Lock Co. Division,	April 1974
	Auto Workers (UAW) (Ind.)	
140	Allis-Chalmers Manufacturing Co.,	November 1973
	West Allis Plant, Wis.	
	Auto Workers (UAW) (Ind.)	
141	Zenith Radio Corp., Chicago	June 1975
	Independent Radionic Workers of America (Ind.)	
142	Area Soft Drink Agreement, Inside Workers, Chicago	April 1975
	Teamsters (IBT) (Ind.)	
143	San Francisco Employers Council; Master Warehouse Labor	May 1976
	Agreement	
	Teamsters (IBT) (Ind.)	
144	Fairchild Industries Inc., Fairchild Republic	July 1973
	Co. Division, Farmingdale, N.Y.	
	Machinists (IAM)	
145	Eastern Electrical Wholesalers Association, Inc.,	March 1974
	New York City, N.Y.	
	Electrical Workers (IBEW)	
146	Rock Products and Ready Mixed Concrete Employers	March 1974
	of Southern California	
	Teamsters (IBT) (Ind.)	

147	Associated General Contractors of Colorado, Building Chapter, Inc., and 4 others Laborers (LIUNA)	April 1975
148	Industrial Contractors UMIC, Inc., Calif. Plumbers (PPF)	June 1974
149	Associated General Contractors of Minnesota, Highway, Railroad and Heavy Construction Carpenters (CJA)	April 1975
150	Amalgamated Sugar Co., Interstate Grain Millers (AFGM)	July 1975
151	National Master Freight Agreement; Western States Area Pickup and Delivery, Local Cartage and Dock Workers Supplement Teamsters (IBT) (Ind.)	June 1973
152	Indiana Bell Telephone Co., Inc., Plant, Traffic, and Comptrollers Departments Communications Workers (CWA)	July 1974
153	Sprague Electric Co., North Adams, Mass. Electrical Workers (IUE)	May 1973
154	Armco Steel Corp., Middletown, Ohio Armco Employees Independent Federation, Inc. (Ind.)	July 1974
155	General Telephone Co. of Illinois, Service, Construction and Supply Departments Electrical Workers (IBEW)	October 1974
156	Oscar Mayer and Co., Davenport, Ia. Plant Meat Cutters (MCBW)	September 1973
157	Consumers Power Co., Michigan Utility Workers (UWU)	August 1974
158	Crane Co., Chicago, Ill. Plant Steelworkers (USA)	September 1973
159	ARO, Inc., Arnold Air Force Station, Tenn. Air Engineering Metal Trades Council and Affiliated Unions	April 1974
160	Ford Motor Co., Philco-Ford Corp., Subsidiary Electronics Division, Lansdale Plants Auto Workers (UAW) (Ind.)	June 1976
161	Western Electric Co., Inc., Teletype Corp. Subsidiary, Skokie, Ill., Teletype Employees' Industrial Union (Ind.)	August 1974
162	Glass Containers Corp., Western Union Shop Contract, California Glass Bottle Blowers (GBBA)	March 1974
163	Area Independent Super Markets, Grocery Division, St. Louis Retail Clerks (RCIA)	September 1973
164	Allied Employers, Inc., Seattle Retail Clerks (RCIA)	March 1974
165	Avco Corp., Aerostructures Division, Nashville Machinists (IAM)	June 1974
166	Liggett and Myers Inc., Durham, N.C. Tobacco Workers (TWIU)	March 1974
167	Formica Corp., Cincinnati Electrical Workers (IUE)	April 1974

168	National Union Electric Corp., Eureka Williams Co. Division, Bloomington, Ill. Machinists (IAM)	January 1976
169	Industrial Employers & Distributors Association, San Francisco Longshoremen's and Warehousemen's Union (ILWU) (Ind.)	May 1976
170	General Portland Inc., Interstate Cement Workers, (CLGW)	April 1975
171	International Nickel Co., Inc., Huntington Alloy Products Division, Huntington Works, W. Va. Steelworkers (USA)	January 1973
172	E.J. Brach and Sons, Inc., Chicago Teamsters (IBT) (Ind.)	July 1974
173	Massachusetts Leather Manufacturers Association Leather Workers (LWU)	September 1974
174	Mansfield Tire and Rubber Co., Mansfield, O. Rubber Workers (URW)	June 1976
175	Kohler Co., Kohler, Wis. Auto Workers (UAW) (Ind.)	September 1974
176	Timex Corp., Little Rock, Ark. Machinists (IAM)	December 1975
177	Atlantic Steel Co., Atlanta, Ga. Steelworkers (USA)	September 1974
178	Universal Manufacturing Corp., Mendenhall, Miss. Electrical Workers (IBEW)	February 1975
179	Sperry Rand Corp., Vickers Division, Omaha Plants Industrial Workers; Allied (AIW)	September 1973
180	National Master Freight Agreement; Western States Area Automotive Shop and Truck Servicing Supplement Teamsters (IBT) (Ind.)	March 1976
181	Interco, Inc., International Shoe Company Division United Shoe Workers (USW)	September 1974
182	Kroger Co., Detroit Branch Retail Clerks (RCIA)	March 1974
183	Minneapolis Area Hotels and Motels Hotel and Restaurant Employees (HREU)	May 1974
184	Teledyne Industries Inc., Teledyne Continental Motors Division Auto Workers (UAW) (Ind.)	May 1974
185	Metropolitan Garage Board of Trade, Inc., New York Teamsters, (IBT) (Ind.)	February 1974
186	Whirlpool Corp., Fort Smith Division, Ark. Industrial Workers; Allied (AIW)	September 1974
187	Wheaton Industries, Millville, N.J. Glass Bottle Blowers (GBBA)	April 1974
188	Mountain States Employers' Council, Denver Retail Grocers Agreement Retail Clerks (RCIA)	June 1974
189	Area Retail Meat Markets, Chicago and Cook County Meat Cutters (MCBW)	January 1974
190	Association of Slipper & Play Shoe Manufacturers, New York United Shoe Workers (USW)	February 1975

191	.....	Allied Building Metal Industries, Inc., New York	.....	July 1975
		Iron Workers (BSOIW)		
192	.....	Area Construction Agreement, Nassau County, New York	.....	June 1975
		(9 Associations, and Independent Contractors)		
		Carpenters (CJA)		
193	.....	Food Employers Council, Inc., So. Calif.	.....	November 1973
		Meat Cutters (MCBW)		
194	.....	CPC International, Inc., Corn Industrial Division	.....	July 1974
		Pekin, Ill.		
		Oil, Chemical and Atomic Workers (OCAW)		

The Bulletin 1425 series on major collective bargaining agreements is available from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402, or from the BLS regional offices listed on the inside back cover.

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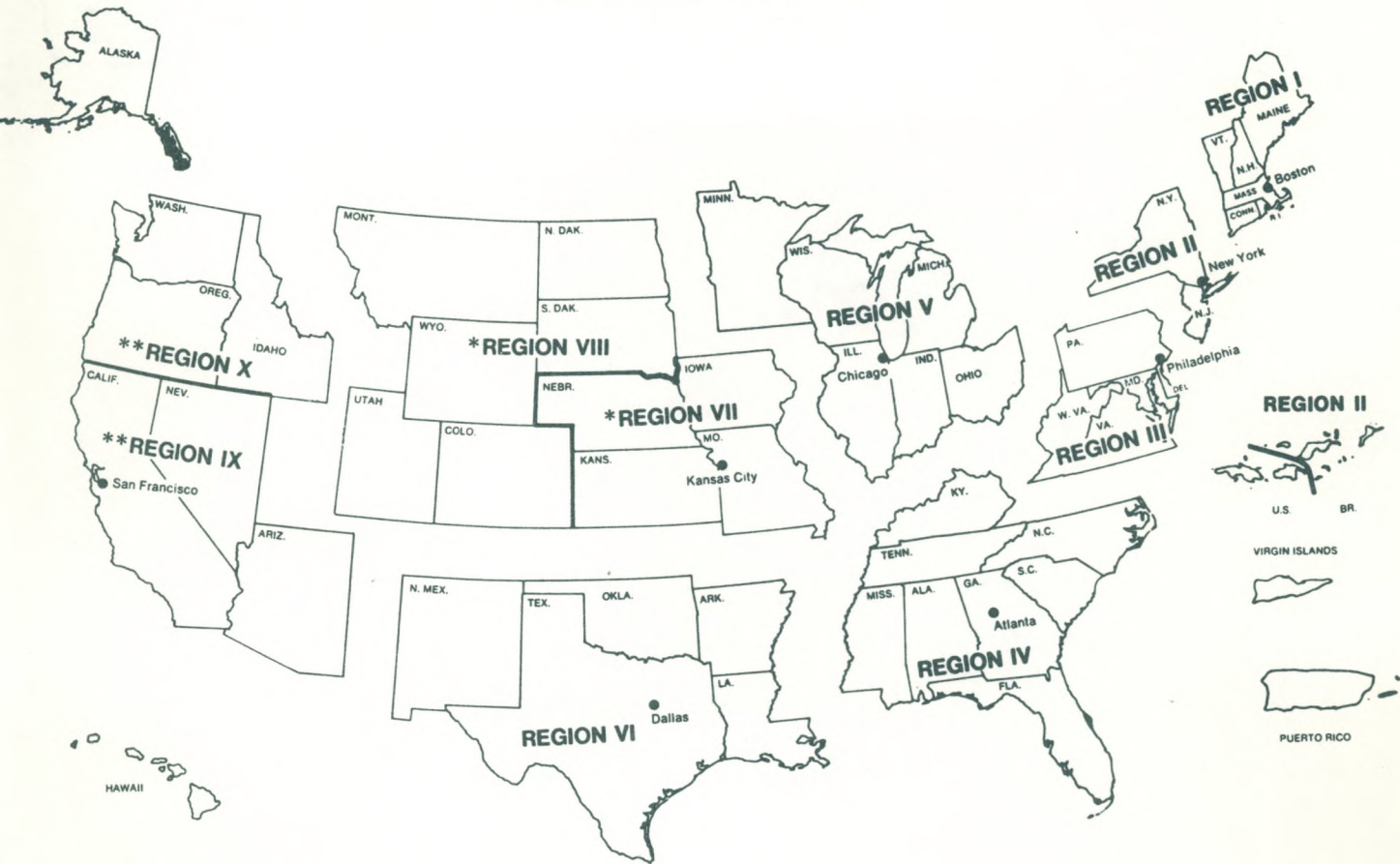
Title

Major Collective Bargaining Agreements:

1425-1	Grievance Procedures
1425-2	Severance Pay and Layoff Benefit Plans
1425-3	Supplemental Unemployment Benefit Plans and Wage-Employment Guarantees
1425-4	Deferred Wage Increase and Escalator Clauses
1425-5	Management Rights and Union-Management Cooperation
1425-6	Arbitration Procedures
1425-7	Training and Retraining Provisions
1425-8	Subcontracting
1425-9	Paid Vacation and Holiday Provisions
1425-10	Plant Movement, Transfer, and Relocation Allowances
1425-11	Seniority in Promotion and Transfer Provisions
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1425-13	Layoff, Recall, and Worksharing Procedures
1425-14	Administration of Seniority

BUREAU OF LABOR STATISTICS

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