

Major Collective Bargaining Agreements: Wage Administration Provisions



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U.S. Department of Labor
Ray Marshall, Secretary
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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 collective bargaining agreement provisions. Other publications in the series are listed at the back of this bulletin.

The objective of this bulletin is to provide information on wage and wage related provisions; provisions of this nature appear in virtually all major collective bargaining agreements.

Nearly all collective bargaining agreements in the United States covering 1,000 workers or more (excluding those of railroads, airlines, and government) were examined for this study; the analysis does not necessarily reflect practices under smaller agreements. All agreements studied are part of a current file maintained by the Bureau for public and government use as provided under Section 211 of the Labor-Management Relations Act of 1947.

The interpretation and classification of the contract clauses appearing in this bulletin represent the Bureau's understanding and not necessarily that of the parties who negotiated them. The clauses, identified in an appendix, are for illustrative purposes only, and are not intended as model or recommended clauses.

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Chapter 1. Introduction

Perhaps the most interesting aspect of wage and wage-related provisions is their diversity. Wage provisions, over time, have become increasingly complex. Workers may be compensated by fixed wage rates; automatic, merit, or combination automatic-merit progression arrangements; and piecework, mileage, and commission incentives. They may be paid for time, transportation, food, and lodging related to travel on company business. Many agreements provide special wage rates for handicapped and older workers, personalized red-circle rates, and contract reopeners on wages and other matters.

As a result of technological change, employers are more diverse, both individually and as a group, than ever before. They may be small retail establishments; single-plant, single-product firms, or intercity or interstate companies producing one or a host of products and services. Some firms require only a few workers; others require hundreds of thousands of workers.

The kinds of jobs generated by these companies are equally varied. They may be permanent or temporary. They may require no entry level skills or years of prior training. They may provide for no growth in job skills or intensive on-the-job training. The work may be standardized and repetitive or it may require the performance of a broad range of tasks.

The wage and wage-related provisions of the collective bargaining agreements are negotiated to provide fair compensation for services rendered. They are responses to virtually every combination of company structure, job classification, and type of worker.

This bulletin surveys wage and wage-related provisions to determine their prevalence, to provide illustrative clauses, and, when possible, to suggest where they would be appropriate.

Scope of study

The Bureau examined 1,711 major collective bargaining agreements for this study, each covering 1,000 workers or more, or almost all agreements of this size in the United States, excluding those of railroads, airlines, and government. The contracts covered 7,571,000 workers, or nearly half the total estimated to be under

collective bargaining agreements in the industries studied. Of these, 857 agreements, covering 3,625,000 workers, were in manufacturing, and 854, covering 3,946,000 workers, were in nonmanufacturing. All agreements were in effect January 1, 1976, with the majority remaining in effect during 1977 or later.

All agreements were examined for type of compensation, basic wage structure, wage reopeners, progressions, red-circle rates, and selected wage-related provisions. A 25-percent sample of these agreements, uniformly distributed through the surveyed industries, was examined additionally for special allowances and other compensation provisions.

The clauses presented in this bulletin were selected to illustrate either typical procedures or variations in the way negotiators handled specific issues. Where necessary, minor editorial changes were made to improve clarity or to eliminate irrelevant wording. All clauses are numbered for reference to the agreements from which they were taken; these are identified in appendix B.

Related studies

The prevalence of several types of wage and wage-related provisions found in construction agreements is indicated in the Bureau study, *Characteristics of Construction Agreements, 1972-73* (Bulletin 1819). A brief description of these clauses, with illustrations, is presented in the second part of that study—*Contract Clauses in Construction Agreements* (Bulletin 1864). Two other bulletins in the 1425 series: *Major Collective Bargaining Agreements: Supplemental Unemployment Benefit Plans and Wage-Employment Guarantees* (Bulletin 1425-3), and *Major Collective Bargaining Agreements: Deferred Wage Increase and Escalator Clauses* (Bulletin 1425-4) also provide related data and analysis. Selected wage provisions in the private sector are tabulated by industry in *Characteristics of Major Collective Bargaining Agreements, July 1, 1975* (Bulletin 1957) and earlier bulletins in the series. Wage provisions in public sector agreements also are tabulated by level of government in *Characteristics of Agreements in State and Local Governments, January 1, 1974* (Bulletin 1861).

Chapter 2. Wage Rate Structures

In establishing compensation policy for the firm, either by management acting on its own or through the collective bargaining process, a key decision is whether to pay the worker a fixed or incentive wage rate. Fixed rates compensate a worker for time worked without reference to output, while incentives relate a worker's pay to productivity. In selecting a method of wage payment, three interrelated and variable factors generally are considered: The degree of worker control over quantity and quality; the degree to which the output may be measured accurately; and the cost of administering and maintaining this and related parts of the wage administration plan. If a fixed rate system is selected, a choice may still be made between a single rate for each classification, or a rate range or progression system in which employees receive specified increases based on time in the classification, merit, or both. In any given agreement, one method or more of wage payment may be used depending on the tasks to be done.

Method of compensation

Compensation on an hourly basis continues to be the predominant standard for production and maintenance workers. At times, some unions have tried to eliminate the hourly concept, maintaining that payment on an hourly basis, however high, is degrading, and that it marks the blue-collar worker as an expendable unit of labor, to be dismissed on an hour's notice, in contrast to the more secure salaried white-collar employee. Today, however, this argument is not frequently heard. Large numbers of blue-collar workers, while continuing to be paid on an hourly basis, have gained job and income security equal and sometimes superior to that enjoyed by white-collar workers.

Of the agreements surveyed, 1,504 contracts covering over 5½ million workers establish one job or more compensated on an hourly basis, with 92 percent of the manufacturing agreements and 84 percent of the non-manufacturing agreements having such provisions: (See table 1.)

(1) MINIMUM HOURLY WAGE RATES

	DRY JOBS	WET JOBS
Effective Sept. 1, 1974	\$3.615	\$3.865
Effective March 1, 1976	3.915	4.165

(2) The following rates of pay shall apply for hours worked from April 1, 1975 through March 31, 1976.

<i>Labor Grade</i>	<i>Hourly Rate of Pay 4-1-75</i>	<i>Labor Grade</i>	<i>Hourly Rate of Pay 4-1-75</i>
I	3.77	XIV	5.41
II	3.89	XV	5.59
III	4.04	XVI	5.74
IV	4.17	XVII	5.83
V	4.30	XVIII	5.96
VI	4.40	XIX	6.10
VII	4.57	XX	6.17
VIII	4.70	XXI	6.32
IX	4.82	XXII	6.46
X	4.98	XXIII	6.65
XI	5.09	XXIV	6.78
XII	5.17	XXV	6.94
XIII	5.33		

(3) Commencing June 1, 1974, the basic wage rate for Journey-men shall be \$9.32 per hour. The parties have agreed to a \$.95 increase June 1, 1975, which increase shall be allocated among wages and existing fringe benefit funds.

Wage rates are payable as a fixed daily amount under 45 agreements covering 342,800 workers. Contracts in the nonmanufacturing industries account for 5 of 6 agreements having such a clause, with 22 occurring in the hotel and restaurant industry:

(4) *Daily Minimum Wage Scale*

<i>Job Classification</i>	<i>8/1/77</i>
Steady and Extra Public Bartender	\$27.52
Steady and Extra Service Bartender	29.88
Bar Porter	18.53

(5) *Classification Base Pay*

Relief Semi-Truck Driver	\$59.95
Loaders	\$58.45
Relief Loaders	\$59.45
Cheese & Butter Makers Pasteurizers, & Paper Machine Operators	\$58.70
Checkers	\$57.95
All Inside Employees not Classified	\$57.70

Weekly and biweekly wage rates are found in 206 of the surveyed agreements. As with fixed daily rates, most clauses (137) are in nonmanufacturing with the largest concentration in communications and retail trade.

Another 42 determine pay on a monthly basis. These

are distributed almost equally between the manufacturing and nonmanufacturing industries:

- (6) Accounts payable bookkeeper, accounts receivable bookkeeper, chief tab-machine operators, key-punch supervisor, control clerk, data-processing general clerk, collection clerk (delinquent or current accounts).

May 2 1974	May 4 1975	May 2 1976
\$236.50	\$256.50	\$276.50

Programmer shall receive \$10.00 per week above the rates in this section.

- (7) Head Grocery Clerks-40 hours-5 days
- | | 3/4/74 | 3/3/75 |
|--|----------|----------|
| | \$212.00 | \$232.00 |
- Meat Cutters-40 hours-5 days
- | | 3/4/74 | 3/3/75 |
|-------------------------------|----------|----------|
| Hartford Division Meat Cutter | \$230.00 | \$250.00 |
| Breakdown Cutter | 233.00 | 253.00 |
- Head Meat Cutters in stores where the Meat Department's volume is \$15,000.00 or more per week
- | | 3/4/74 | 3/3/75 |
|--|--------|--------|
| | 236.50 | 256.50 |
- • •

- (8)
- | Job No. | Job Classification | Monthly Salary Effective May 26, 1975 |
|---------|-----------------------------|---------------------------------------|
| 3650 | Assistant System Dispatcher | \$1,648.41 |
| 3652 | Regional Dispatcher | 1,579.52 |

- (9)
- | OCCUPATION CODE | OCCUPATION TITLE | BASE MONTHLY RATE |
|-----------------|------------------|-------------------|
| 1600 | Deckhand | \$ 893 |
| 1609 | Wheelman | 939 |
| 1616 | Steward | 915 |
| 1619 | Tankerman | 1147 |

- (10) MONTHLY WAGE RATES
- | | Effective 9/1/74 | Effective 2/1/75 | Effective 9/1/75 | Effective 9/1/76 |
|-------------------------|------------------|------------------|------------------|------------------|
| BRACKET I | | | | |
| Principal Clerk | \$998.65 | \$1,024.60 | \$1,076.50 | \$1,128.40 |
| BRACKET II | | | | |
| Senior Clerk | 953.65 | 979.60 | 1,031.50 | 1,083.40 |
| BRACKET III | | | | |
| Intermediate | | | | |
| Clerk | 938.65 | 964.60 | 1,016.50 | 1,068.40 |
| BRACKET IV | | | | |
| Junior Clerk | 903.65 | 929.60 | 981.50 | 1,033.40 |

Nonincentive pay rates for professional, technical, clerical, and sales personnel tend to be based on longer periods than pay rates for other types of workers.

Incentives

Incentive wage rates generally are composed of a base rate (a minimum level of compensation for a specified unit of time worked) and an add-on amount related to work produced over a predetermined standard level. Incentive rates may apply to an individual or a group.¹

Incentive pay is most appropriate where the worker (or workers) has significant control over quantity and quality, and the product is capable of being accurately and objectively measured. Incentives are inappropriate if an increase in quantity results in an unacceptable decrease in quality.

In a fixed wage rate system, the worker is paid a standard wage rate for a specified period of time worked. It is then management's responsibility to ensure that the worker performs at a satisfactory level. However, an incentive system is essentially a self-monitoring and employee motivation pay plan. For a given class of workers, management need only look at the payroll records to pinpoint the nonproductive worker and the superior performer. Workers producing above standard are rewarded monetarily, a positive factor in retaining competent as well as superior workers. In contrast, a worker consistently earning the base rate in all likelihood would seek employment more suited to his skills. Group incentives provide the additional motivation of peer group pressure on the slow worker.

An incentive system also serves as a cost control tool. The add-on amount above the base rate is directly related to output. An increase in an employer's add-on expense can occur only through increased production, and, as a result, the add-on portion of the labor cost is paid only for goods in hand.

However, a potential problem in encouraging greater productivity through incentives is a declining level of product or service quality. Where quality is highly variable and incentives exist, management may be required to institute rigid quality standards.

Unlike provisions for fixed wage rates (hourly, daily, weekly, monthly), which are distributed proportionally between nonmanufacturing and manufacturing industries, 431 of the 467 agreements containing job compensation by incentives occur in manufacturing. (See table 1.) Many clauses provide for union-management discussion of incentive issues as well as for access to incentive information by the employee:

- (11) It is agreed that all matters pertaining to piece work, incentive pay and bonus are subject to discussion between the company and the union . . .

All work being performed on incentive basis shall have the allowance established prior to the start of the job; and this

¹ Incentive wage systems will be discussed in greater detail in a forthcoming bulletin on incentive systems, production standards, and time studies.

allowance and description of the job shall be furnished to the men performing the work at the beginning of the shift or job, except in cases where the allowance for the work to be performed is to be divided between individuals or groups, in which case the allowance shall be given to the individual or groups prior to the end of the shift. If the allowance and the description are not furnished as required above, the job shall be considered day work.

Incentive allowance rates will not be reduced after work has been started upon the particular job or after the completion of the particular job covered by the allowance, except when some reduction is made in the quantity of work originally specified or where the method of performing the work has been revised.

- (12) The Standard Incentive Plan is a straight-payment plan (I for I) wherein standards are expressed in terms of standard hours per unit of production. Incentive earnings shall be computed by multiplying the earned standard hours, or the actual measured hours, whichever is larger, by the applicable incentive hourly base rate.

When the employee is on incentive and exerts incentive effort he will receive additional earnings over the incentive hourly base rate. The percent increase in earnings over the incentive hourly base rate shall be same as the percent increase in actual performance over the base rate (100%) performance.

Incentive Standards shall be established under the following provisions:

1. Are based on the working capacities of a normal qualified worker.
2. Give due consideration to the quality of workmanship required.
3. Give due consideration to fatigue, personal time, and delays.
4. Make it possible for an average qualified incentive worker, when expending commensurate effort, to earn 40% or more above base on machine or manual controlled operations when working at an incentive pace of 140% or more. . . .

In a few agreements the worker is paid the standard hourly rate for the number of hours a particular operation has been determined to require, regardless of the actual time worked. This type of clause may provide pay for actual hours worked when an operation has not been rated and for an appeal process for disputed rates:

- (13) In shops where employees work on flat rate they will be issued a job ticket before starting job. In order to determine the number of hours for which the mechanic will be paid, the job tickets shall be written in accordance with the most current factory flat rate manual for the line involved and applicable to a particular car.

Where work is accepted on other than dealer's franchise make or where no flat rate operation is given in the manual, mechanic will be paid for the actual hours necessary to perform the work.

For employees on flat rate it is agreed by the employer that a proper and just system, mutually satisfactory, shall be installed to secure work by rotation, provided the employee is qualified to do the particular work.

If a flat rate operation time allowance is thought to be inequitable, the employee shall perform the work as per the flat rate manual, but shall also ring the time clock and make an accurate accounting in writing for the time required to perform

such work. This procedure shall be performed twice by employees; and if time is still considered inadequate, the particular flat rate operation shall be reported by the employer or the union to the Greater St. Louis Automotive Association, Inc. or the St. Clair-Madison Automotive Association, Inc. which shall immediately send notices of all members handling that line of cars to report dealership's experience and pertinent information regarding questioned operation, which shall be submitted to the association office within 15 days. If a majority of reports indicate an inadequate time allowance, the association shall notify the employer of the mechanics making complaint and the employer shall file within 5 days in writing a request for review with the manufacturer. Evidence of such review application shall be submitted to the association and the union. Employer agrees to continue to inform the association and the union of the status of the review application every 30 days until the factory involved shall make a final determination as to whether or not the time allowance will be altered in their flat rate manual. Failure by the employer to file such application or to submit the status of the review application within the time periods as above shall constitute a violation of this agreement. . . .

A limited number of agreements prohibit the employer from offering, and the employees from accepting, work compensated on an incentive basis. Such a clause may reflect a union fear of earnings competition between members:

- (14) It is further agreed that the employees shall not contract, subcontract, work piece work, or for less than the scale of wages established by this agreement. The employers agree not to offer and/or to pay, and the employees will not accept, a bonus based on specific performance on any individual job.

Commissions. A commission is a wage rate paid as a percentage of the dollar value of the goods or services sold. Commissions are used almost exclusively to compensate sales personnel or sales-related workers. As with other types of incentive plans, a commission plan rewards productive workers and motivates the marginal performer to improve his work or seek other employment. In addition, a firm paying its employees on straight commission (no base rate) can determine the precise cost of sales as a percent of dollar volume.

A commission system, however, has its drawbacks. Changes in the economy may increase or decrease workers' sales commissions regardless of the effort and skill expended. Also, commission workers may view themselves as free agents, not as committed employees.

Commission pay rates, which are concentrated in the retail trade and food processing industries, occur in 56 agreements covering 302,000 workers.² It is common for commission rates to be scaled. Commissions for sales, such as insurance, which tend to recur automatically after the initial purchase, may be scaled downward over time. Where a premium is placed on length of service, commission rates may be scaled upward in relation to employee seniority:

²In both industries, commissions are paid to route sales personnel.

(15)

PERCENT OF PREMIUMS
Service Commission

Portion of Annual Premium	Fourth and Subsequent		
	First Policy Year	Second and Third Policy Years	Fourth and Subsequent Policy Years
First \$ 2,000 or part thereof	20.00%	8.00%	6.00%
Next 3,000 or part thereof	10.00	6.00	4.00
Next 5,000 or part thereof	8.00	5.00	2.00
Next 10,000 or part thereof	6.00	5.00	2.00
Next 10,000 or part thereof	6.00	3.50	2.00
Next 20,000 or part thereof	3.00	2.50	1.00
Next 200,000 or part thereof	1.50	1.50	1.00
Next 100,000 or part thereof	1.00	1.00	.50
Next 400,000 or part thereof	1.00	.50	.50

August 19, 1973

Single \$.16225 per mile
Double Bottom \$.17250 per mile

August 18, 1974

Single \$.16975 per mile
Double Bottom \$.18000 per mile

August 17, 1975

Single \$.17475 per mile
Double Bottom \$.18500 per mile

Loading or unloading time shall be paid for on the following hourly basis:

August 19, 1973 \$6.255 per hour
August 18, 1974 \$6.555 per hour
August 17, 1975 \$6.855 per hour

(16) Chauffeurs shall receive commissions at the following rates applied to their bookings:

- 42% for the first 113 shifts worked
- 45% for the 114th through the 225th shifts worked
- 46% for the 226th through the 450th shifts worked
- 47½% for the 451st through the 800th shifts worked
- 48% for the 801st through the 1,499th shifts worked
- 49% for the 1,500th through the 2,250th shifts worked
- 50% for the 2,251st shift worked and thereafter . . .

(19) Over-the-Road drivers shall be paid as follows:

- (a) Single driver Effective 7/1/73 13¢ per mile
Double drivers Effective 7/1/73 8¼¢ per mile
- (b) On each drop off stop on a run a single driver shall be paid \$3.00 and double drivers will be paid \$1.50 each. On each pick up on a run a single driver will be paid \$7.00 while double drivers will receive \$3.50.
- (c) For computation of hourly pay for vacations, holidays, and weekly guarantee, over-the-road drivers will be paid effective July 1, 1973, \$4.85 per hour, effective July 1, 1974, \$5.00 per hour, effective July 1, 1975, \$5.20 per hour.
- (d) If the hourly rate times 40 exceeds the mileage rate in any week the over-the-road driver works, the over-the-road driver shall be paid 40 times the effective hourly rate. . . .

Mileage. Under a mileage pay plan, workers are paid a fixed rate per mile driven. This type of pay structure is used almost exclusively for commercial truckdrivers, particularly those on intercity (over-the-road) routes. Some factors which may affect a driver's earnings, such as traffic regulations and traffic congestion, are beyond the driver's control. Mileage rates occur in 39 agreements covering 176,000 workers:

(17) The mileage rates of pay for all miles driven under this agreement where such rates apply shall be:

Effective	Per Mile
July 1, 1973	15.800
July 1, 1974	16.550
July 1, 1975	17.050

Fixed wage rates

As formalized in the collective bargaining agreement, a fixed wage rate is either a standard or a minimum rate. However, when wage rates are stated as minimums, the employer may pay more than the agreed-upon pay scale. For example, if the minimum fixed rates for entry level (new employee) or experienced worker classifications were not competitive in the labor market, the employer could pay more than a minimum wage to secure the required entry level or skilled employees.

A worker compensated by mileage may have duties which detract from his ability to maximize driving time, and hence, compensation. As a result, most mileage pay clauses provide an hourly rate for nondriving time, such as during pickups and deliveries. This rate also may be used to compute wages for time not worked (i.e., vacation and holiday pay):

Of the agreements surveyed, 768 contracts covering 2,783,000 workers contain provisions specifying a single wage rate for each job or job classification. (See table 2.) More than half of the provisions are in the nonmanufacturing industries. Over 30 percent, or 241 agreements are in the construction industry. The wage rate spread between adjacent job classifications sometimes is narrow:

(18) Drivers on country runs, defined as those beyond an 80 mile radius of the home terminal, shall be paid on the following mileage basis:

(20) BEATER ROOM AND GROUNDWOOD SCREENINGS—
40 Hour Week.

	<i>Effective</i> 12-21-74	<i>Effective</i> 5-1-76	<i>Effective</i> 5-1-77
Assistant Beater Engineer	6.74	7.41	8.08
Coater Colorman	5.77	6.35	6.92
No. 3 Beater Man	5.57	6.13	6.68
Decker Man—Groundwood	5.50	6.05	6.59
Screen Man—Groundwood	5.50	6.05	6.59
No. 2 Beater Man	5.44	5.98	6.52
No. 4 Beater Man	5.44	5.98	6.52
Broke Beater Trucker	5.44	5.98	6.52
Broke Beater Man	5.19	5.71	6.22

Coater Color Helper	5.08	5.59	6.09
Clay Man	4.97	5.47	5.97
Laborer	4.86	5.36	5.86

(21) The following wages shall be paid weekly, in currency or check, and distributed in the employees' respective departments on their respective shifts:

	<i>Effective</i> <i>Date of</i> <i>this</i> <i>Agree-</i> <i>ment</i>	3-1-77	3-1-78
Journeyman Brewers and Utility Men	\$7.75	\$8.50	\$9.25
Apprentice Brewers	7.75	8.50	9.25
Brewery Workers	7.70	8.45	9.20
Freight Handlers	7.615	8.365	9.115

(22) WAGE RATES:

	5-1-76
Nursery Workers	\$6.47
General Laborers	6.97
Mechanical Tool Operator	7.22
Plaster & Mason Tender	7.27
Barko Tamper Operator	7.47
Watchman	6.02

Wage provisions which specify a single minimum rate for each covered occupation appear in 352 agreements covering 1,583,000 workers. Slightly less than 62 percent of these agreements occur in the nonmanufacturing industries. Wage rates for supervisors sometimes are stated in relationship to the wage of subordinate employees:

(23) ... The wage rates... established by this agreement are minimum rates....

<i>EFFECTIVE</i>	9/1/77
Air Tractors	\$9.10
Brakeman	8.40

Compressor (900 CFM & over) serving Tunnels, Shafts & Raises	8.85
Concrete Placement Pumps—8" & over discharge	9.25
Grout Machine	9.10
Gunnite Machine	9.10
Jumbo Form	9.10
Mechanic	9.10
Mechanic-Welder (heavy duty)	9.25
Mine Hoist Operator	9.25
Mole	9.65
Motorman (Ass't to Engineer or Brakeman required)	8.75
Mucking Machines & Front End Loaders (underground)	9.25
Slusher	9.25
Welder	9.10

(24) It is hereby agreed that the following minimum rates of pay shall prevail for the duration of this agreement. . . .

JOURNEYMEN

	1-16-77 through 7-15-77
Machinists	\$9.805
Painters	9.805
Body, Fender	9.805
Radiator Repair	9.805
Welders	9.805
Heavy Duty Mechanics	9.805
Trimmers	9.68
Mechanics	9.68
Radio Repairmen	9.68
New Car Preparation	9.68
Sander-Rubbers	9.14

Working Foremen shall receive ten percent above the rates of pay for their concerned classifications.

Provisions specifying a single standard rate for all jobs or job classifications covered by the agreement are found in 52 contracts. In addition, a single minimum wage rate for all jobs occurs in 30 contracts. The single rate applied to all workers covered by an agreement. Nonmanufacturing industries account for most of these agreements. These agreements likely have only one or a limited number of closely related job classifications:

(25) The rate of wages for employees covered by this agreement shall be as follows:

June 1, 1975 to May 31, 1976	\$6.88 per hour
June 1, 1976 to May 31, 1977	\$7.28 per hour

(26) All regular hourly rated employees shall continue to receive an hourly rate of \$6.3071 per hour.

	<i>Straight</i> <i>Time</i> <i>Per Hour</i>	<i>Overtime</i> <i>Per Hour</i>
Effective October 1, 1974	\$6.32	\$ 9.48
Effective October 1, 1975	6.92	10.38
Effective October 1, 1976	7.52	11.28

(28) The minimum rate of wages to be paid to bricklayers and stone masons from June 1, 1975 to and inclusive of May 31, 1976, shall be \$10.20 per hour. . . .

Although not common, 32 agreements provide for the wage rate structure to be negotiated at the local level. These agreements generally cover multiplant operations where factors affecting wage rates, such as local area wages and living costs or variations in the product or service, may differ significantly:

(29) The establishment of wage scales for each operation is necessarily a matter for local negotiation and agreement between the plant managements and shop committees.

(30) The employer hereby agrees to pay journeymen covered by this agreement in accordance with the schedules contained in Article VII, Section 4 of each local supplement attached hereto.

(31) It is understood and agreed that the schedules of wages and the various classifications of work in each bargaining unit shall be an appendage to each local supplemental agreement.

Only nine agreements studied allowed individuals to negotiate wage rates. This type of provision applies mostly to persons having a unique skill or talent, such as acting or writing. Such personal wage rates, unlike older or handicapped worker rates, generally are not allowed to fall below the collectively negotiated wage rate:

(32) Nothing in this agreement shall prevent any individual from negotiating and obtaining from the producer better conditions and terms of employment than those herein provided. Provided, also that the producer, at its discretion, with or without union consultation, may give any individual better conditions and terms than those herein provided.

Producer will notify the union of the fact that it has executed any written personal service contract with any persons subject to this agreement, and will certify that such personal service contract conforms, at least, to the terms and conditions of this agreement, and that an extra copy of such contract has been furnished to the employee.

No such granting to any individual of better conditions and terms, if any, shall in any manner affect the conditions and terms herein provided, nor shall it be considered, in any manner, as a precedent for granting to any other individuals or job, better conditions and terms than those herein provided.

(33) The right of any employee to bargain individually with *The Post* for wages or conditions better than the minimum standards set forth in this agreement is expressly recognized. *The Post* agrees not to bargain with any individual for, or enter into any agreement providing either a salary or condition less than the minima set forth herein.

Wage progressions

Wage progressions, a variation of fixed wage rates, provide a range of rates within a minimum and a maximum, through which an employee progresses as a result of length of service or demonstrated improvement in skill and ability. Rate ranges (a synonym for wage

progressions) apply mostly where entry level skills and skills gained from experience vary significantly.

By definition, a range has a minimum and a maximum rate as well as, in most cases, a step or steps in between. As an agreement providing only a portion of a rate range could not be evaluated adequately, provisions not specifying at least the bottom and top steps were not studied in detail. Of the 616 agreements surveyed, having a progression, 586 contracts covering 2,185,000 workers, specify all or the top and bottom steps in the rate range. (See tables 3 and 4.) The majority of these, 436, are automatic progressions, 52 are merit ranges, and 76 are a combination of the two. (See table 2.):

(34) *WAGE RATES EFFECTIVE MAY 1, 1978*
DAY WORK RATE RANGES
MERIT INCREMENTS

L.G.	Mini- mum							Maxi- mum
A-2	\$7.18	\$7.23	\$7.28	\$7.33	\$7.38	\$7.43	\$7.48	\$7.53
A-1	6.82	6.87	6.92	6.97	7.02	7.07	7.12	7.17
1	6.45	6.50	6.55	6.60	6.65	6.70	6.75	6.80
2	6.11	6.16	6.21	6.26	6.31	6.36	6.41	6.46
3	5.81	5.86	5.91	5.96	6.01	6.06		6.11
4	5.56	5.61	5.66	5.71	5.76			5.81
5	5.36	5.41	5.46					5.51
6	5.15	5.20						5.25
7	4.87	4.92						4.97
8	4.72							4.77
9	4.56							4.61
10	4.51							4.56

(35) *EXHIBIT A-3*
WAGE RATE PROGRESSION SCHEDULE
(effective July 1, 1977)

Labor Grade	Minimum Rate	Months							
		1	3	5	7	9	11	13	15
1	3.24	3.34	3.39	3.44					
2	3.24	3.34	3.39	3.44					
3	3.29	3.39	3.44	3.49					
4	3.35	3.45	3.50	3.55					
5	3.36	3.46	3.51	3.56	3.61				
6	3.37	3.47	3.52	3.57	3.62	3.67			
7	3.43	3.53	3.58	3.63	3.68	3.73			
8	3.48	3.58	3.63	3.68	—	3.73	3.78	3.83	
9	3.79	3.89	3.94	3.99	—	4.04	4.09	4.14	4.19
10	4.05	4.15	4.20	4.25	—	4.30	4.35	4.40	4.45
11	4.31	4.41	4.46	4.51	—	4.56	4.61	4.66	4.71

• • •

A few agreements, 22 covering 63,000 workers, merely state that compensation is made through a rate range structure, but provide no details. Either the bottom rate or top rate alone is specified in eight agreements.

Automatic progressions. Automatic progressions are based on the assumption that a worker will progress to an acceptable level of competency over a specified period of time by repeating a single operation or by gaining a wide variety of skills from many operations.

As with all rate ranges, the automatic progression has a minimum and a maximum wage rate. Between these rates, most progressions include one step or more (incremented fixed wage rates) through which an employee automatically progresses at predetermined time intervals. As each employee's rate is fixed within the progression and mobility between steps occurs automatically, the range is administered easily and efficiently.

This type of wage plan applies mostly where the necessary level of job skills is within the grasp of most employees and the withholding of a raise is a significant exception. A job requiring skills not easily attainable by most employees would involve a failure rate, and concurrently, a level of management intervention, not acceptable in most automatic plans.

Time to top step. Progress from the bottom step to the top step is based upon the time required for the average worker to master the job. The greater the disparity in job skills between the new worker and the seasoned worker and the greater the difficulty in learning those skills, the greater the time required to progress from the minimum to the maximum step.

Of the 512 agreements containing an automatic progression, 475 specify the time interval between the minimum and the maximum rate. Longevity may be a factor in determining increases in the latter part of progression ranges having an unusually long interval from the bottom to the top step. (See table 5.) These progressions span periods of 1 year or less up to 4 years or more:

(36) **RATE AND PROGRESSION SCHEDULE**

AT THE END OF:

Labor Grade	Hire Rate	30 Days	60 Days	90 Days	120 Days	150 Days	180 Days	210 Days	240 Days	270 Days
6	3.84	4.04	4.24	4.44	J.R.					
5	3.94	4.14	4.34	4.54	4.74	J.R.				
4	4.04	4.24	4.44	4.64	4.84	J.R.				
3	4.24	4.34	4.44	4.54	4.64	4.74	4.84	J.R.		
2	4.34	4.44	4.54	4.64	4.74	4.84	4.94	5.04	J.R.	
1	4.44	4.54	4.64	4.74	4.84	4.94	5.04	5.14	5.24	J.R.
1A	4.54	4.64	4.74	4.84	4.94	5.04	5.14	5.24	5.34	J.R.

(37) **CLERK-MEAT GROCERY** 10/5/75 10/3/76 10/2/77

Start	4.10	4.35	4.60
After 6 months	4.33	4.58	4.83
After 1 year	4.50	4.75	5.00
After 2 years	4.88	5.13	5.38
After 3 years	5.50	5.75	6.00

(38) **Rate Per Hour**

Schedule 11

Interval	11/23/75	5/23/76	11/21/76	5/22/77
6 months	\$3.82	\$3.88	\$4.21	\$4.31
6 months	4.05	4.12	4.47	4.58
6 months	4.28	4.35	4.72	4.85
6 months	4.53	4.61	5.00	5.13
6 months	4.74	4.83	5.27	5.41

6 months	4.98	5.07	5.52	5.67
6 months	5.28	5.39	5.86	6.01
6 months	5.70	5.82	6.28	6.43
6 months	6.27	6.40	6.92	7.09

Schedule 11—Communications Technician

Over half of these, 244 agreements covering 963,000 workers, contain two automatic progressions or more with lengths of time to top step falling in two of the major groupings or more.

Time between steps. As automatic progression from the bottom to the top is related to the skill and efficiency demanded by the job, so too is the time spent at each step. Within this process, skills may not be achieved uniformly and the difficulty in learning skills may vary. Parity between increased skills and increased wages also may be obtained by varying the percentage of increase at each step instead of varying the time between steps.

The time between steps in an automatic progression is specified in 489 of the 512 contracts having an automatic progression, with 23 contracts not referring to this subject. (See table 6.) Of those referring to the time between steps, 260 provide equal time between all steps in all jobs covered by automatic progressions:

(39) **Basic Weekly Wage Rates**

Starting Rate	Group 1	Group 2	Group 3	Group 4
	\$130.00	\$127.50	\$124.00	\$122.00
<i>At the end of wage schedule service of:</i>				
6 months	136.00	133.50	130.00	127.50
12 months	142.50	139.50	136.50	133.50
18 months	149.50	146.50	143.00	139.50
24 months	156.50	153.00	150.00	146.00
30 months	163.50	160.50	157.00	153.00
36 months	171.50	168.00	164.50	160.00
42 months	179.50	176.00	172.50	167.50
48 months	188.00	184.00	181.00	175.00

Automatic progressions with time varying between steps occur in 150 of the agreements studied covering 622,000 workers. Except for retail trade, which accounts for one-sixth of these agreements, the industry representation is roughly proportional:

(40) *Length of service required for advancement to next higher rate:*

	After 16 Mos.	After 10 Mos.	After 7 Mos.	After 4 Mos.	After 2 Mos.	Hire Rate
MACHINE SHOP						
1-A Automatic Screw Machine & 5-Spindle Chucking Operator	\$4.11	\$4.04	\$3.80	\$3.61	\$3.45	\$3.28

As skills vary from job to job, so may the time vary from the bottom to the top step. Of the surveyed agreements, 190 contain more than one progression, with two or more having differing times to the top step. (See table 6.)

Management intervention. In an automatic progression the vast majority of workers presumably will attain the required job skills at an acceptable rate within a predetermined period of time. To the degree this holds true, an automatic rate range is self-monitoring and requires no intervention by either party.

To reward workers progressing significantly faster than anticipated, 41 agreements covering 139,000 workers allow management to shorten the time between steps for meritorious workers: (See table 7.)

- (41) Automatic progression is on the basis of completed months of actual work in the occupational classification. More rapid progression may be made on the basis of merit as determined by the company.
- (42) ... Nothing in this provision shall prevent the employer from granting individual increases more frequently than each 16 weeks if, in its judgment, they are merited.

Sixty-eight agreements surveyed may deny a worker an automatic increase when performance standards are not met. Most often the employer defers increases or transfers the employee:

- (43) If the company can establish that the employee has not made satisfactory progress in the job, by demonstrated ability and performance so as to qualify him for an increase to the next progression step, and, for that reason, an increase in pay is not warranted, he is to be so informed in a personal interview by his supervisor in advance of the date of the scheduled progression step and thereupon may be demoted to his former position or transferred to some other position, if his seniority permits, which he is qualified to perform. In exceptional cases, however, when the particular circumstances justify it, he may be given an additional period of 6 months, without increase in pay, in which to make satisfactory improvement. If the affected employee considers he has been unjustly treated he may have access to the grievance procedure under the agreement.
- (44) The progression provided for in the increase tables contemplates acceptable and satisfactory performance of the normal and regular phases of job assignments. When, in the judgment of the company, an employee's performance does not justify normal progression, increases may be deferred beyond the stated intervals for periods not to exceed 6 months. Progression increases within any given wage grade may be deferred not more than 3 times for any employee. At the conclusion of each deferred period, the employee shall be granted the postponed increases.

Union response to management intervention. To protect workers against possible bias in withholding or granting

increases, 36 agreements or about one-third of those specifically allowing management intervention provide for a union role, most often the right to grieve:

- (45) **WAGE CONSIDERATION DEFERMENT.** In the event the job performance of an employee is unsatisfactory to the company, his wage increase consideration may be deferred by the company. If an employee is scheduled for deferment of an increase, he shall be notified at least ten calendar days prior to the date the increase would have been effective. The steward will be notified as soon as practical after such action.

Should any employee claim that a wage consideration within the established wage progression schedule had been improperly withheld from him the matter will, at the request of the union, if made within thirty calendar days of such deferment, be subject to the provisions of the grievance procedure...

Merit progressions. A merit progression, like an automatic progression, is composed of a minimum and a maximum wage rate with perhaps one or more steps in between. Under a merit progression, however, management periodically evaluates the worker's performance and grants increases only when increased skill and ability are demonstrated.

Wage rate progressions based on merit are most appropriate if workers can learn the skills and technical requirements of the job at varying speeds and if proficiency can be measured objectively and accurately. Management must convey unbiased performance standards to workers and the union.

Merit wage progressions usually are based on three wage levels: The entry level wage for untrained workers; the midpoint wage for the competent worker who has attained an acceptable level of proficiency; and the top wage for workers with outstanding skills and ability. This concept is similar to the automatic/merit progression which will be discussed later in this bulletin.

Merit progressions are found in 128 of the studied agreements. (See table 4.) Although the two major industry groupings are represented about equally in this survey, merit progressions occur in 94 manufacturing agreements but in only 34 nonmanufacturing contracts.

Period between merit reviews. Review of the worker's performance is perhaps the most important element in administering merit progressions. Although the union may help establish fair standards, management evaluates the performance.

A specified time period between reviews is stipulated in 61.7 percent of the agreements containing a merit rate range. (See table 8.):

- (46) The performance of an employee whose base rate is at or above job rate will be reviewed twice a year at approximately 6 month intervals. The effectiveness of an employee's performance of the duties and requirements of his job will be rated against the basic factors of performance indicated on the Employee Performance Rating sheet applicable to his job.

- (47) At least once each year, each foreman will review each worker's rating with him. . . .

Management reviews or formally evaluates a worker's performance on the job. As skills and abilities vary for different jobs, so does the length of time required to master them. Agreements having merit progressions covering a wide range of job classifications frequently stipulate varying lengths of time between reviews:

- (48) Salary rate increases are based on merit, including the employee's capacity to handle the range of work of his position classification, his quality and quantity of work, cooperativeness and reliability and experience. A merit increase will be of such amount as to make his rate commensurate with his performance as related to these factors.

- (49) In reviewing employees for increment increases in pay up to the top rate of a particular job, the company's policy of making these reviews will be as follows:

. . . Employees at pay steps 3 through 9 will be reviewed every 30 days and qualified employees will receive their next pay step toward top rate at that time.

Employees at pay steps 10 through 21 will be reviewed every 60 days and qualified employees will receive their next pay step toward top rate at that time.

Employees assigned to higher-rated jobs on a temporary or part-time basis will be reviewed in accordance with the above policy as they accumulate equivalent time normally worked by full-time employees.

Under merit progression as well as automatic progression, management may deviate from the standard procedure in considering an increase. Since management generally has the right to deny or delay increases when an employee lacks merit at any step, this intervention usually takes the form of accelerating the merit review and step increase:

- (50) The company shall apply the above standards used in the Performance Review and make the initial determination as to merit increases. Employees covered in 3.05 C shall be reviewed for this purpose, once each 6 months, without prejudice to the company's right to make more frequent reviews. . . .
- (51) These guides indicate the intervals and the amounts of adjustment for consideration, and it is recognized that cases might arise where it would be advisable to grant increases at shorter intervals or in larger amounts than shown on the guides to those employees who are making exceptional progress or to grant increases at longer intervals or in lesser amounts than shown on the guides to those employees who are not making satisfactory progress.

Union role. As management historically has administered merit progressions, the union's role even in grievance and arbitration is minimal. However, seven contracts provide for discussions should the union disagree with management's evaluation:

- (52) The companies through their designated supervisors in the

general office will, as nearly as possible, on an annual basis, review the salary status and counsel with employees under their supervision in an appropriate manner and may grant such individual merit increases in compensation as said designated supervisors consider to be warranted, based upon merit, of which the companies and said designated supervisors shall be the judge; and in consideration thereof, the union agrees that it will not request the companies to bargain on the subject of merit increases for any employees represented by it. It is understood, however, that employees and/or union representatives will retain the right to discuss with the immediate supervisor, or the appropriate department head after having had a discussion with the immediate supervisor, individual cases where they feel that an injustice has been done or a serious inequity exists.

- (53) . . . When the review indicates that the employee has not made progress on the job by demonstrated ability and performance so as to qualify him for an increase to the next progression step and for that reason an increase in pay is not warranted, he may be retained in his job at the same rate, or be transferred, or separated from the payroll, but the employee shall be informed of such determination, and the union shall be notified. If necessary, the union may request a review of such a decision. Such review shall be made by a representative or representatives of the union and a representative or representatives of the company.

If merit progression disputes are not excluded specifically from grievance and arbitration procedures, the union has the implicit right to grieve or arbitrate a decision it considers unfair. However, 34 agreements reserve to the union, or the affected employee, the explicit right to grieve or arbitrate disagreements over merit issues:

- (54) If it is claimed that an employee's wage position is not in accordance with his merit, the claim shall be reviewed in accordance with Grievance Procedure.

Merit review information. The 59 provisions requiring the company to provide merit review information vary widely. (See table 8.) Some clauses call for general information pertaining to merit increases while others require the results of the merit review only if the increase is not granted. A few obligate the employer to notify workers who are to receive a merit increase:

- (55) The company will furnish information to the union as to the granting of merit increases to employees.
- (56) If a scheduled merit progression increase is not granted, the immediate supervisor of the employee thus affected will notify the employee in writing of the reason for such rejection. . . .
- (57) The company will give each employee who is not granted a merit increase the reasons for such decision, in writing if he requests it. The company will also show the merit rating sheet, with the names of the persons making the rating, when requested by the employee or the union.

If the union requests the rating sheet of any employee, the company will supply it to the union where such information is necessary to the investigation of any matter arising under this section. This shall not obligate the company to furnish any data on a multiple basis.

The employees receiving merit increases shall be notified no later than the last day of the month of the merit review period. Merit increases shall take effect no later than the last day of the month.

The period during which rates of individual employees are reviewed will be posted conspicuously in the department.

As most reviews occur at regular intervals, only 4 of the 59 agreements require the employer to notify the employee, or the union, of the company's intent to conduct a merit review:

- (58) At least 10 days prior to the end of each quarter the company will post the names of employees who are eligible for review for consideration of a merit increase on each department bulletin board. . . .

A few agreements exclude merit progression disputes from the grievance procedure; the exclusion reflects the view that management administers merit progressions:

- (59) The granting or withholding of merit increases shall not be subject to the grievance procedure, and the only information to which the union shall be entitled with respect thereto shall be the date, the amount and names of the employees receiving merit increases. The employer agrees to enable the union to review merit increases with it during the third week in January of each year but the result thereof shall not be subject to the grievance procedure or to arbitration.

Combination automatic and merit progressions. Wage progressions combining automatic and merit step increases appear in 36 agreements. This wage structure is most applicable where the acceptable skill and ability requirements of the competent journeyman are readily attainable by the average worker, while improvements above this level are possible but not frequent. Under this plan workers receive automatic increases to a designated point within the range and merit increases to the maximum step established for a superior level of skill and ability:

(60) ● ● ● GENERAL HOURLY CHEMICAL EMPLOYEES

	Min.	6 Mos.	12 Mos.	18 Mos.	24 Mos.
OF-1	3.23	3.36	3.50	3.64	3.78
OF-2	3.34	3.48	3.62	3.77	3.92
OF-3	3.39	3.54	3.69	3.84	3.99
OF-4	3.48	3.63	3.78	3.94	4.10
OF-5	3.58	3.74	3.90	4.06	4.22
OF-6	3.69	3.85	4.02	4.19	4.36
OF-7	3.81	3.98	4.15	4.33	4.51
OF-8	3.93	4.11	4.29	4.48	4.67
OF-9	4.01	4.19	4.38	4.57	4.76
OF-10	4.07	4.26	4.45	4.64	4.84
OF-11	4.14	4.33	4.53	4.73	4.93

Increases from Minimum to 6 Mos. Step and from 6 Mos. Step to 12 Mos. Step are automatic on basis of time on job. Increases from 12 Mos. Step to 18 Mos. Step and from 18 Mos. Step to 24 Mos. Step are based on Merit.

(61) ● ● ● FIELD CLERICAL POSITIONS

ACCOUNTING &
CUSTOMER
RELATIONS
CLERICAL

No.	Position	Time							Merit	
		Start	6 Mos.	1 Yr.	1 1/2 Yrs.	2 Yrs.	2 1/2 Yrs.	3 Yrs.	Add'l 6 Mos.	Add'l 1 Yr.
		3010	**Chief Clerk	5.56	5.70	5.75	5.82	5.89	5.98	6.07
3011	**Senior Clerk	5.26	5.34	5.44	5.54	5.61	5.67	5.74	5.81	6.04
3013	Acctg. Clk. (Dist.)	5.18	5.29	5.35	5.41	5.49	5.57		5.64	5.88
3021	Cashier	4.16	4.26	4.33	4.42	4.48	4.55		4.78	
3024	Ass't. Cashier	3.98	4.10	4.19	4.24	4.30			4.48	
3034	Collector	4.63	4.73	4.79	4.87	4.97	5.02		5.16	5.34
3042	Customer Clerk	4.82	4.91	4.99	5.11	5.20	5.25		5.30	5.55
3044	Cust. Contact Clerk	4.82	4.91	4.99	5.11	5.20	5.25		5.30	5.55
3048	*Collection Office Clk.	3.87	3.98	4.04	4.14	4.21			4.38	

*Starting or entry level position
**Supervisory position

Agreements combining rate ranges usually are administered in two parts, automatic and merit:

(62) PROGRESSION WITHIN RATE RANGES

- A. Employees in job classifications in Factory labor grades 5 through 16 and in Technical & Office labor grades 7 through 14 shall receive automatic wage increases of 10 cents per hour each 16 weeks after their assignment to such a job classification, until the maximum base rate of such classification is attained; similarly, employees in Factory labor grades N/R and 1 through 4 in Technical & Office labor grades 4 through 6, whose base rate is below the midpoint of their rate range shall receive automatic wage increases of 10 cents per hour each 16 weeks after assignment to such classification until the midpoint of the rate range is attained. If an automatic increase will bring employees' base rate within 2 cents of the top of their automatic progression schedule, such amount, 1 cent or 2 cents shall be added to their last automatic increase. However, an employee's base rate of pay shall not exceed the midpoint of Factory labor grades N/R and 1 through 4 and Technical & Office labor grades 4 through 6, or the maximums of Factory labor grades 5 through 16 and Technical & Office labor grades 7 through 14 as a result of an automatic progression increase. The company, at its sole discretion may grant merit increases in addition to the rate progression specified above.
- B. Absences of 3 or more continuous calendar workweeks, not covered by authorized vacation or sick leave with pay, shall not be counted toward the accumulated time necessary for automatic increases. Absences of employees (limited to 5 members) engaged in company-union negotiations are exempt from above provisions.

- C. Employees in job classifications in Factory labor grades N/R and 1 through 4 and Technical & Office labor grades 4 through 6, who are paid a rate at or above the midpoint of their assigned rate range shall be considered for merit increases in accordance with the standards set forth in 3.06 below.

3.06 PERFORMANCE REVIEW

- A. The form which sets forth the objective factors to be followed in making merit increases within rate ranges, a definition of normal quantity on a given operation, and tabulation setting forth the weighing assigned to the objective factors are agreed upon and made a part of this agreement.
- B. The company shall apply the above standards used in the Performance Review and make the initial determination as to merit increases. Employees covered in 3.05C shall be reviewed for this purpose, once each 6 months, without prejudice to the company's right to make more frequent reviews. Any complaints as to the company's action must be filed through the grievance procedure within 5 working days following written notification of review results. Each employee and the union, except those employees at the maximum of their rate range will be notified in writing within 5 working days from the effective date of the review whether or not they have been awarded a pay increase.
- C. Compliance with Paragraph B will be satisfied by a written notice to each employee and the union as to whether or not the employee has been awarded a pay increase following each review. In addition, the employee shall receive from his supervisor a full verbal explanation of the results of the review and the reasons for action taken. In the event a grievance is filed, the employees and the union shall be entitled to a full statement of the reasons for the action. Such statement need not be in writing, but should specify which standards of performance the employee has failed to meet.
- D. Employees at or above the midpoints of Factory labor grades N/R and 1 through 4 and Technical & Office labor grades 4 through 6 shall be granted reviews at six-month intervals from the date they attain or exceed the midpoint of their rate range. When it is found to be impracticable to review employees on this specific date, they shall be reviewed as nearly as possible to that review date but in no event later than 15 days from that review date. However, any increase in the rate resulting from such review shall be effective as of the payroll period nearest to his established review date.

Though accepting grievances over merit step disputes, some agreements having combination rate ranges disallow grievances which seek to secure more than the specified increases during the automatic phase of the range:

- (63) During the automatic progression period, the company shall not be required to consider grievances alleging that in particular cases higher individual salary rates than those provided in the automatic progression schedules are warranted.

Administration of progressions

Effect of absence. As advancement through the rate range, whether automatic or merit, is related directly or indirectly to the time spent assimilating job skills, time lost from the job for specified reasons may not be counted as time worked:

- (64) The schedule of progressive wage rates provided for in this article depends on actual on-the-job experience and the development of skill and ability through work performance with the employer during the monthly intervals specified. Therefore, an employee shall be credited only with full months of actual payroll service in making determination of the effective date of increase to the next higher rate progression step. . . .

In determining the time between steps it is necessary to allow for predictable absence, such as vacations, holidays, and an acceptable amount of incidental sickness. Absences of this nature usually are not subtracted from the on-the-job time credited to time in step. However, many agreements do not apply time lost from work because of leave of absence, layoff, jury duty, military service, union business, or extended illness toward the next step raise.

Since the time between the steps or merit reviews within a rate range to some degree provide for an expected level of "normal" absence, many agreements specifying the relationship between absence and the steps of a progression allow a certain amount of incidental absence:

- (65) Periods of absence due to layoff, extended illness, or leave of absence shall not be included in the computation of time spent in a labor grade. However, intermittent absences shall not be deducted from time spent in a labor grade.

A few agreements deduct all absences of a particular nature or duration from time credited toward the worker's next progression step:

- (66) Time spent on leave of absence will not be counted toward wage progression increases.
- (67) An employee absent from work for more than 10 consecutive working days who is subsequently reinstated on the same job to which he was assigned prior to his absence will have his progression schedule revised to reflect the time he was absent from work. His new progression schedule will, however, provide credit for time worked toward the employee's next scheduled progression increase prior to this absence.
- (68) Employees will not be credited for rate progression purposes for time not worked during the period required to elapse between automatic rate progressions unless such time is fifteen working days or less. If time not worked is in excess of fifteen working days, such time will be added to the required period. . . .

However, most agreements which specify the effect of absence on the worker's progression stipulate it to be a function of both the duration of and the reason for the time lost from work:

- (69) It is agreed that the first 4 weeks of layoff or leave of absence will count as time worked on the automatic rate progression schedule of the contract.

Absences resulting from the performance of a civic duty, union business, or a work-related illness or injury occasionally are counted as time on the job:

- (70) Any full week absence, excluding full week absences due to jury service, military service (not to exceed 30 calendar days), earned vacation, approved union business leave of not more than 1 full week or company granted holidays, shall not count toward the accumulated time necessary for automatic wage increases.
- (71) If an employee is absent for thirty days or more, the date of his next consideration for an increase will be extended thirty days for each thirty days of absence; provided, however, that if an employee is absent due to an accident received in the course of his employment, he will be considered for his next increase at the regular scheduled date if he has at that time returned to duty. If he returns to duty after the regular scheduled date, he will be considered upon his return to duty; and provided, further, that if such absence includes more than one regular scheduled date, he may receive only the first scheduled increase upon his return to duty.
- (72) Wage progress consideration intervals of an employee absent for a month or more for reasons other than on-the-job accidents shall be extended for the period of such absence if the employee involved has less than ten years of service.

Effect of transfer. When a progression worker is transferred, two questions must be answered. First, what step in the new range does the worker receive? Second, if the worker is not at the top of the new range, how does the time credited toward the next step in the previous progression affect the time to the next step in the new progression?

In answering these questions, the main factors to be considered are: Duration of transfer—permanent or temporary; type of transfer—promotion, lateral, demotion; type of progression—merit or automatic; the applicability of previous experience; and the reason for transfer—employer or employee request.

As these issues differ greatly from situation to situation, clauses dealing with transfers between progressions tend to vary accordingly.

Clauses in 273 contracts detail the effect of a permanent transfer on the affected worker's progression schedule, but clauses in only 73 refer to temporary transfers:

- (73) When an employee is permanently transferred from a job in the automatic range to a job in the merit range, and the employee is at the top rate of his job in the automatic range, his rate will be adjusted to the next step in the merit range, providing his current rate does not fall on a step in the rate schedule for the merit range job into which he has been promoted.
- (74) Where there is an upgrading to a classification (permanent or temporary) with a progression rate schedule, the person

upgraded immediately will receive that rate in the progression of the classification to which he or she is upgraded which is next higher to the rate of his or her present classification. Thereafter, the subsequent progression steps will pertain. Periods of temporary upgrading in a classification will be cumulative for purposes of determining the employee's appropriate progression step. At the conclusion of a temporary upgrading, the person reverts to his regular classification and rate.

(75) REASSIGNMENTS IN SAME LOCALITY WAGE GROUP

Same Maximum Rate -When an employee is reassigned in the same locality wage group to a job title with the same maximum rate as applied to his previous job title, there shall be no change in the employee's wage-rate.

Higher Maximum Rate -When an employee is promoted in the same locality wage group to a job title having a higher maximum rate, his wage schedule credit shall be the same as in the schedule from which promoted and his rate shall be increased accordingly.

Reassignment to a Lower Rated Job Title -In the case of a demotion, voluntary or involuntary, to a job title with a lower maximum rate, the employee's rate on the wage schedule for the lower rated job title will be the rate applicable for his wage schedule credit at the time of the demotion.

- (76) An employee who is promoted will receive the lowest rate in the higher schedule step which is next above the wage or salary rate being received in the job classification from which he is being promoted. However, no employee shall receive more than the maximum rate for the job classification to which he is being promoted. (Exception: If an employee is returning, within 12 months, to a job title, and future progression will be based on total time spent in the job title to which he is returning. In all other cases where an employee is being promoted to a job title previously held, his rate will be determined as outlined in the first sentence of this paragraph or will be the time interval rate and progression status previously attained in the job title, whichever is higher.)

An employee who is transferred will receive the same wage or salary rate in the new job classification as he was receiving in the job classification from which he is being transferred, except that an employee returning to a job classification previously held will be granted the time interval rate and progression status previously attained, if this results in a higher rate than above. No employee shall receive more than the maximum rate for the job classification to which he is transferred.

An employee who is demoted will receive the highest rate in the job classification to which demoted that is produced by one of the following conditions: (a) minimum rate of the job classification and credit for total cumulative employment time in regular status job classifications in higher and/or the same schedule step to which demoted. (b) Previously attained rate in the specific job classification and credit for subsequent cumulative employment time in regular status job classifications in higher and/or the same schedule step to which demoted. (c) Highest previously attained rate in any equal or lower rated job classification held on a regular status and credit for total cumulative employment time in regular status job classifications in higher and/or the same schedule step to which demoted. No employee shall receive more than the maximum rate for the job classification to which he is demoted. . . .

Chapter 3. Administration of Wage Systems

An effective employee compensation system depends on employer, employee, and union compliance with various administrative procedures concerning wages. This study limits observations to the following components: Pay interval, method of payment, penalty deductions, equal pay for equal work, information to union and employee, garnishment, effects of possible wage controls, and payroll default penalties. Both general and specific provisions illustrating these aspects appear in most of the sample agreements examined.

Pay interval

The payday interval and other conditions governing wage payments often are mutually agreed upon in the bargaining process. A majority of the 425 sample agreements establish the interval between paydays. (See table 9.)

By far the most common practice is to pay employees on a weekly basis. Agreements often indicate a specific day of the week as payday, and sometimes require payment on/or before a certain hour. Occasionally, the union is assigned a specific role in setting or changing the payday:

- (77) The company will continue to pay wages earned on a weekly basis. The first shift will be paid on/or before 7:30 a.m. Friday; the second shift will be paid on/or before 3:30 p.m. Friday; and the third shift will be paid on/or before 11:30 p.m. Thursday.
- (14) The regular payday shall be once a week on such day as agreed upon between the employer and the local union. . . .
- (78) Wages shall be paid not later than Wednesday of each week for work done in the preceding week, except where the company, with the prior written consent of the union, arranges for another payday.

A number of agreements permit longer pay intervals. A few multiemployer agreements allow each employer an option of two different intervals:

- (79) Paydays shall be not later than the 6th and 21st of each month for the previous semi-calendar month period. However, a hotel or motel may adopt a policy of paying every two weeks rather than semi-monthly, if it so wishes. All regular employees shall be paid prior to the time they are off duty.
- (80) Wages shall be paid weekly or bi-weekly on a fixed day.

- (81) Regular employees shall be paid weekly, provided that those employers whose practice in the past has been to pay semi-monthly or bi-weekly may continue to do so. . . .

The amount paid an employee usually does not include his or her most recent earnings. Some lag is inevitable, because time is required to calculate and record earnings, and then prepare pay checks and earning statements. Many agreements limit the number of days' pay an employer may hold back. Exceptions sometimes are permitted:

- (82) All wages due shall be payable by check during regular working hours, not later than one hour before quitting time, every second Thursday for the night shifts and every second Friday for the day shift, for work done up to and including the previous Saturday. It is understood that when equipment malfunctions, holidays, or other conditions beyond the company's control make it impractical to meet this requirement, the company will issue the checks as soon as possible.
- (83) Pay checks shall be available for second shift employees on Thursday, and all other employees not later than Friday of each week, understanding that not more than 5 days' pay shall be held back in any pay period. . . .
- (84) The regular payday shall be on Friday of each week, and employees shall be paid for all time worked up to quitting time on the last day worked in the previous week except when a holiday interferes, in which case the payday will be on the day preceding the holiday.

Method of payment

Of the 425 sample agreements, 161 establish whether the payment of wages shall be in cash or by check. For the study, checks are considered to include certified and cashier's checks.

	<i>Agreements</i>	<i>Workers (thousands)</i>
Total sample agreements	425	2,686.5
Total referring to method of payment . . .	161	1,032.5
Cash	17	107.1
Check	79	587.3
Cash or check	65	338.6

Payment in cash or by check may depend on the availability of a convenient check cashing facility (often lacking on remote construction job sites), whether the

payroll is prepared by an outside firm, or other factors. Only 17 sample agreements require payment in cash with no option:

(85) Wages shall be paid in cash weekly on a fixed day.

Of the remaining provisions, 79 permitted payment by check, and 65 allowed payment by either check or cash. Some multiemployer agreements, at the option of the individual employer, give employees the choice of being paid directly at the worksite or having checks mailed to their homes or banks. Prompt mailing may be required:

(86) Separate checks shall be issued by the certificated or permitted carriers for driver's wages and equipment rental. At no time shall the equipment check be for less than actual miles operated. Separate checks for drivers shall not be deducted from the minimum truck rental revenue. . . .

(87) All wages, including overtime, shall be paid weekly in cash or by check, with an itemized statement of payroll deductions. . . .

(88) Payment of wages shall be by check or cash in accordance with the office procedure of the individual employer.

(89) Payday for all hourly personnel will be after 3:00 p.m., Thursday, following the pay period ending at 11:45 p.m. on Sunday. Employees shall have the option of being paid by mail to their homes, or bank of their choice, or on the plantsite. Checks will be mailed from the plant not later than Thursday.

Penalty deductions from wages

Employees often are required to handle cash transactions, to work with materials easily damaged, or to do jobs requiring exacting workmanship. Under these conditions, some shortages, damage, or other forms of loss are almost inevitable. The question arises as to whether the company alone should absorb these losses or whether the employee, particularly if the loss is caused by a willful act or negligence, should be required to make restitution. A minority of the 425 sample agreements allow or limit penalty deductions from an employee's wages.³

Some provisions penalize an employee only if the loss or damage is deliberate or stems from dishonesty. These provisions, and others, sometimes allow the union to participate in determining responsibility for the loss or damage:

(90) An employer shall not charge a worker for any damage to materials, unless caused wilfully.

(91) No employee shall be held financially responsible for returned checks and merchandise breakage except for intentional or deliberate breakage of any merchandise. No employee shall be

required or permitted to locate a check-cashing customer except that cashiers shall be permitted to telephone the check-cashing customer during working hours.

(92) No employee shall be required to pay for any cash register shortages except in cases of proven dishonesty. Any employee who is charged with a cash register shortage, shall be entitled to a hearing in the presence of the business agent of the union and a company district manager or company official. In the event a shortage is found to exist, the company will take into consideration the employee's past work record before taking any disciplinary action.

In the event of an alleged shortage, the union may examine copies of store transactions for the purpose of checking the figures.

Rarely is an offending employee required to make up the entire loss without regard to extenuating circumstances. The company may consider a shortage or damage as proof that the employee was negligent or careless. Similarly, employees guilty of poor quality or unsatisfactory work—not necessarily involving actual damage—may be required to correct the work on their own time. If another employee must correct the work, the cost may be deducted from the offender's pay:

(93) When an employee makes an error in computation of company receipts that results in a shortage of cash, or where he sustains any other shortage that is obvious and provable, it is agreed that the employee shall be liable to the company for the amount of said shortage, and shall voluntarily reimburse the company within 10 days after said shortage is brought to the employee's attention.

(94) A journeyman shall be required to make corrections on improper workmanship for which he is responsible on his own time and during the regular working hours, unless errors were made by orders of the employer or the employer's representative. Employers shall notify the union of workmen who fail to adjust improper workmanship, and the union assumes responsibility for the enforcement of this provision; corrections to be made only after a fair investigation by the employer and the business manager of the union.

(95) All labor performed by the utility employees, simonizers, polishers and washers on either a flat rate basis or an hourly rated basis, which is found to be unsatisfactory labor, shall be done over in a satisfactory manner by the employee or employees, doing the work in the first instance without further pay or charge therefor. Time consumed on work done over shall be deducted from the minimum weekly guarantee. In the event the employee doing the work in the first instance is absent, the amount paid the employee doing the same work over will be deducted from the first employee's weekly pay, not to exceed the original amount paid.

Other provisions allow penalties if the loss or damage is due to carelessness or negligence. A limit may be placed on the amount of damages deductible in any one pay period:

(80) The employer shall not charge workers for damage to material unless caused by the employee's gross negligence.

³Not included in this study are other provisions that allow an employer to impose nonmonetary penalties or to dismiss proven offenders.

- (96) The employers shall not charge any workers for any damages to materials or goods unless the damage is caused by direct or actual carelessness. In the event of a disagreement between an employer and a worker concerning such matter, the same shall be submitted for determination to representatives of the parties hereto.
- (97) Employer may charge employee for negligence resulting in loss or damage. Should the employee make complaint, the union may make immediate investigation of the charges, and a settlement shall be made by the grievance procedure. If the employee is found negligent, employer may deduct any damages from employee's wages, not to exceed 10 per cent of said wages in any one pay period.

A few clauses define an employee's responsibility involving shortages and overages in money transactions. An employee required to pay shortages is permitted to retain overages. In some instances an employer exempts transactions involving shortages and overages below a certain amount:

- (19) ... There will be overages or shortages charged to the employee when the overage and the shortage is more than \$3.00 per month. In claiming shortage or overage against the driver, employer must show same within 20 days after first of each book-month and give driver full privilege of examining all books and accounts and checking and okaying his route with the route foreman. Employer must pay driver for overage or collect shortages....

Tardiness of employees is a related problem that can cost an employer money. Many agreements indicate employees will be paid only for time actually worked. Some provisions, though rare, make minor concessions for occasional tardiness:

- (98) Whether due to tardiness or other causes, deductions shall not be in excess of time lost.
- (99) A grace period of 3 minutes will be allowed before a pay deduction is made if an employee is tardy. This allowance is intended to be a privilege for employees who are normally punctual and is not intended to encourage tardiness. The company shall be free to take disciplinary action if this privilege is abused.
- (100) An employee reporting to his work station within six minutes of his scheduled starting time shall be permitted to start to work with no loss of pay.
- (101) Employees shall not be penalized for tardy or excused time except that where unwarranted continuance of tardiness and absent time is apparent, such cases shall be treated according to individual cases and conditions. It shall be understood by all employees that good attendance and punctuality are important and necessary.

Equal pay for equal work

In recent years unions have won many arbitration and court cases involving the principle of equal pay for equal work, regardless of race, sex, or other characteristics. In addition, equal pay legislation has been enacted at

Federal and State levels. A minority of agreements underscore the principle of equal pay for equal work, usually with reference to male and female employees:⁴

- (102) Males or females covered by this agreement shall receive equal payment where work performed is the same.
- (103) A female employee, who works on the same job as a male employee, will receive the same rate that the male employee receives for that job.
- (104) Employees regularly performing the same work shall be paid the same rate, regardless of sex.

Some agreements establish guidelines for determining equal pay. Equal pay clauses often mention quantity and quality on identical or substantially the same work as key variables. In addition, a few clauses call for compliance with laws in regard to equal pay for men and women:

- (105) Wage rates for women shall be set in accordance with the principle of equal pay for comparable quantity and quality of work on comparable operation.
- (106) Where women are concerned it is agreed that the principle of equal pay for equal work will be observed for comparable quality and quantity of work, and for such work as is identical with or substantially the same as that work performed by men on the same operation within the plant.
- (107) ...there shall be equal work in accordance with applicable Federal law.

Wage payment information

The union is interested in wage information so that agreements will be administered effectively and employees properly paid. The information may consist of listings of current pay scales, wage rates of new or changed job classifications, incentive earnings, or similar data. Some employers furnish this information periodically and others only upon request. Nearly one-fourth of the sample agreements indicate the company will furnish one type of data or more. (See table 10.):

- (108) The company will furnish the local union with a copy of the list of classifications and basic wage rates for that plant and any revision of such list.
- (109) The company will supply the union with information, quarterly, respecting the average hourly earnings of employees covered by the contract both on a straight-time hourly basis and also including overtime and premiums.
- (110) Upon request, the company shall furnish the union with a list of the employees in the various classifications recognized by this agreement, showing their classifications, their rate of pay, the

⁴Many additional agreements contain more general pledges of nondiscrimination. See *Characteristics of Major Collective Bargaining Agreements, July 1, 1975*, Bulletin 1957 (Bureau of Labor Statistics, 1977), tables 2.5 and 3.19.

date of hire and the shift worked. All requests for notices provided for herein must be made by the authorized union representative or the bargaining committee. Other requests need not be honored by the company.

- (111) The company shall furnish to the union copies of the job write-ups and shall, upon request, furnish the wage rate and job number of individual employees.

A number of agreements grant the union access to payroll or other records so that it can check for contract compliance. Occasionally, a company's failure to make records available may be taken as evidence of a violation of the wage provisions:

- (112) Each employer shall maintain a complete set of books and records including those relating to payrolls, piece rates, time work rates, earnings and all fringe benefits, and production by contractors, in accordance with accepted bookkeeping standards and procedures.

An employer's failure to permit access to its shop or to maintain such books and records or to make the same available for inspection within ten days after request therefor shall be deemed noncompliance with this agreement, and for such violation an arbitrator may, in addition to other remedies, award damages.

Should an examination of books and records reveal that they have been falsified to conceal dealings with non-union contractors, or to conceal other violations of this agreement, such employer shall be deemed in non-compliance with this agreement.

- (113) The employer, including all supervisors, shall grant to any accredited union representative access to the stores for the purpose of satisfying himself that the terms of this agreement are being complied with including, but not limited to, checking rates of pay, work schedules, and time cards.

The union may be allowed to examine payroll records only if reasonable cause is shown or a controversy exists. This right often applies only to the records of an individual employee whose wages are in dispute:

- (114) The employer agrees to make available to the executive officers of the union, the union representatives, or other authorized representatives of the union, upon reasonable cause shown and at a reasonable time, the time cards, payroll records, pay checks or other pertinent information relating to the employment of any employee governed by this agreement.

- (115) In the event the union has information that the employer has violated provisions of this agreement relating to rates of pay or the payment of welfare, pension and sick leave contributions, the employer agrees to supply the union with the necessary payroll data.

- (116) In case of a dispute arising over hours and wages, the union shall have the right to examine the payroll records of the individual employee covered by this agreement upon which there is a dispute. Prior to the actual examination, a written request shall be submitted to the employer involved.

- (117) The union shall have the right to examine time sheets and any other records pertaining to the computation of compensation of

any employee whose pay is in dispute, or records pertaining to specific grievances.

Wage information to employees

An effective way to implement a system of wage administration is to issue promptly to employees notice of changes in wage rates, reason for deductions from pay checks, or other conditions affecting their pay. Clauses requiring employers to provide such information appear in a minority of the sample agreements. (See table 10.)

As a rule, these clauses require the employer to furnish employees with periodic statements of hours, earnings, and deductions.⁵ Such statements usually are attached to employee's paychecks, or given to employees when they are paid in cash:

- (118) The contractor shall show the total straight-time and total overtime hours worked on each check stub or voucher. The contractor shall, effective upon the next printing of checks or vouchers, show his name and address on each check stub or voucher. Each individual employer shall provide with each payroll check an itemized check stub showing separately date of issuance, each deduction made for the payroll period covered by the check or a separate statement showing the name of the employee, the name and address of the individual employer, with each payroll check showing total hours and deductions made for the payroll period. . . .

- (119) When paid by means other than by check, the employees will be furnished a written record showing the total straight-time hours and the total overtime hours and pay period.

Employees, in a few sample agreements, receive formal notice of changes in their wage rates. The union also may be provided wage information. In practice, of course, employees may be advised informally of wage changes in many ways not specifically mentioned in the agreements:

- (120) New or revised standards and job rates shall be explained by the general foreman to the department committeeman and operators concerned as far in advance as possible but not less than 2 working days prior to the effective date (exclusive of Saturdays, Sundays, and holidays). After posting and becoming effective, such standard or rate will be given a fair trial. After the standard or rate is effective, employees will be paid according to the standard or rate. Upon request, the company will give to the union complete data upon which the standards or rates have been established. If cycle time is not fully utilized this fact will be noted on the rate.

- (60) Employees will be furnished a record showing their classification and rate as soon after employment as practicable. Any subsequent change in classification or rate shall be recorded on a new form and given to the employee within 2 weeks, if possible.

⁵Not included in the tabulations are agreements requiring the employer to provide annual earnings statements, as needed for income tax purposes, in conformity with Federal, State, and other laws.

Wage garnishment

Garnishment usually refers to a court order directing an employer to withhold a portion of an employee's pay to satisfy delinquent debts. To many employers, a garnishment indicates an employee is irresponsible, and to the extent legally allowed, is a cause for dismissal. Garnishment, which reduces disposable income and sometimes leads to loss of employment, often subjects employees to further debt-related problems. Title III of the Consumer Credit Protection Act attempts to cushion the effect of a garnishment order by specifying the maximum percentage of disposable income that may be garnished.⁶ In addition, this act prohibits the discharge of an employee for a single instance of garnishment. Of the 1,711 agreements examined, 127 refer to garnishment. (See table 11.) A few agreements indicate compliance with Federal or State laws on disciplinary action against an employee with a garnishment assignment. The State law applies only if it is more lenient than the Federal law:

- (87) No employee shall be discharged or laid off because of the service of an income execution, unless in accordance with applicable law.
- (121) The company and the union agree that notwithstanding any provision of this letter, they will comply with all applicable federal and state laws concerning disciplinary action relating to garnishment on wage assignment matters.

The law does not protect from discharge an employee who has been subjected to a series of garnishments. Some agreements specify the number of garnishments an employee may receive before discharge:

- (97) Except as limited by Title III of the Consumers Protective Act, the employer may discharge any employee when such employee's earnings are subject to garnishments in the hands of the employer.
- (122) Employees who are repeatedly or habitually subject to garnishments or attachments are subject to dismissal. Upon receipt of a judgment of garnishment, if the company is at that time making deductions for a previous garnishment, the employee will be automatically dismissed, subject to the provisions of the applicable State and Federal laws.
- (123) In the event of notice to an employer of a garnishment or impending garnishment, the employer shall not take any disciplinary action against the employee for a period of 72 hours for the first 3 garnishments during which 72 hour period the employee shall adjust the same. After 3 garnishments, disciplinary action (discharge in extreme cases) may be taken.

A few clauses give an employee time off from work to arrange for a release from a garnishment order. In some

instances an employee who fails to secure a release will be charged a fee by the company for processing and handling a garnishment assignment:

- (124) It is agreed that an employee receiving a valid garnishment, wage attachment, etc., may be granted time off without pay to obtain a release.

It will be the employee's responsibility to obtain a release within a reasonable period of time.

- (125) Section 1. When a second and separate wage assignment or garnishment notice or demand against the wages of an employee is received by the company, and where there is no applicable law generally precluding disciplinary action on such a matter, the employee will be allowed 14 calendar days, from the time he is so notified by the company, to present the company with a release from all obligations under the law incurred by reason of receipt of such notice or demand. Any other wage assignment or garnishment notice or demand received during that same 14 day period must likewise be the subject of such a release prior to the expiration of such 14 day period. Should the employee fail to present such release within the allowed time, the employee will pay to the company \$20.00 for the cost incurred by the company in processing and handling each such assignment, notice or demand. Such payment to the company shall be accompanied by payroll deduction. This section shall not apply to a wage assignment or garnishment notice or demand resulting from a dispute over the fee charges of a physician or other person who has provided services covered by the Surgical-Medical Program. However, all days during which an employee covered herein is hospitalized shall be excluded from the computation of the 14 day period contained in this section.

Section 2. Notwithstanding the provisions in Section 1, no costs will be assessed against an employee because of the employee's inability to provide to the company the necessary release(s) required by Section 1 in connection with a federal government lien against the employee's wages.

Section 3. The company and the union agree that notwithstanding any provisions of this article, they will comply with all federal and state laws concerning action relating to garnishment or wage assignment matters.

Clauses occasionally provide advance notice to the union pending disciplinary action against an employee for a garnishment problem. This action gives the union time to help an employee in adjusting financial affairs and in avoiding drastic disciplinary action:

- (126) The company will notify the designated brotherhood representatives when, as a result of garnishment, lien, or attachment proceedings, an employee's pay is withheld to satisfy a debt.
- (127) ... local management will advise the local union before it intends to take disciplinary action against an employee because of garnishments of wage assignments. This notification will be given prior to the actual disciplinary action taken by local management.

It is hoped that this effort will assist an employee with a garnishment or wage assignment problem to avoid more drastic disciplinary action...

⁶ Exceptions to cushioning effect: Any court order for support of a person; any court order in bankruptcy proceedings; and any debt due for any State or Federal tax.

- (128) Subsequent to the date of this agreement, upon receipt of an initial wage assignment, wage deduction order, notice of levy or similar legal notice affecting the paycheck of an employee in a bargaining unit, the company will notify the chairman of the appropriate local bargaining committee of receipt of such initial legal notice, and advise the employee involved of the availability of Caterpillar Credit Union Counseling Service if such service is available for employees in that bargaining unit.

Some contracts stipulate that an employee will not be disciplined for a garnishment. These are fairly common in agreements with the Steelworkers. A few other provisions require a garnishment to be removed from the employee's record after a specified period:

- (129) Any employee whose wages have been garnished will not be disciplined for reason of such garnishment.
- (130) A recorded garnishment will be removed from an employee's record 12 months after its entry on the personnel record. Employees receiving a notice of garnishment, who request time off to obtain a release or clear such notice of garnishment, will be granted time off for that purpose. If the notice of garnishment is cleared, no entry of the notice will be made on the employee's record.

Government wage controls

Clauses referring to government wage controls appear in almost 1 out of 10 sample agreements. (See table 12.) These often refer to the economic stabilization programs of the Nixon administration, but they may again apply should government wage controls be reinstated. The clauses sometimes consist of union and management pledges to abide by the controls. The parties may postpone wage changes until after termination or relaxation of the controls. Some clauses require that amounts equal to the disallowed wage increases be placed in escrow for later distribution to employees in such manner as permitted by the regulations:

- (131) The wage increases and cost-of-living adjustments provided for in this article of the agreement shall be effective only to the extent they may be lawfully paid.
- (68) If a governmental agency having appropriate authority holds that any increase in wages or benefits for which this agreement or any supplement thereto provides is disallowed or postponed, the company will periodically, as the prescribed payments become due, place in escrow an amount of money equal to that necessary to provide the wages and benefits so disallowed or postponed, if so doing is permissible under government regulations. Each payment into the escrow account by the company shall be irrevocable as to the company. The parties will negotiate, without strike, lockout, or other interference with production, and without arbitration, means of making available to employees any moneys so deposited in escrow in a manner that will be permissible under government regulations.

A few agreements provide for increases in wages and benefits postponed because of controls to be placed in effect as soon as legally permissible:

- (132) All of the wages, benefits and Cost-of-Living adjustments provided for in this agreement shall be effective only to the extent they may be lawfully paid and are reasonable consistent with the standards and goals of the Economic Stabilization Program and the regulations issued thereunder. Should any provisions of this agreement not be placed into effect because of government wage regulations or controls, and should such controls be subsequently amended, relaxed or terminated during the term of this agreement, then and in that event such provision(s) as has not been placed into effect because of said regulations or controls will be effectuated on the date on which it is determined that it is legally possible to do so, provided that the legality of such action is established during the term of this agreement. The employer and the union agree to cooperate in the preparation and filing of any submission(s) which during the term of this agreement are required under the regulations of the Cost-of-Living Council or any successor agency responsible for the administration of government wage controls.

Penalty for late wage payment

Although employers usually can be relied upon to meet payroll obligations, occasional delays may occur. This may be particularly true of smaller establishments coming under multiemployer agreements in industries such as construction and transportation because some employers may lack adequate finances or well-defined payroll procedures. To help ensure prompt payment, 75 of the 425 sample agreements impose penalties on violators, payable to employees whose pay is delayed.

The waiting time penalty sometimes applies only if the employer is negligent, and usually is for a number of hours at the employee's regular hourly rate. A day's pay, for example, may be required for every day until the employee is paid. Some clauses that impose a waiting time penalty do not clearly specify the employer's obligation. The union may be involved under various circumstances, such as in the disposition of pay checks of absent employees:

- (133) Any employee failing to receive his week's wages in full on the regular payday shall immediately notify the union in writing. Waiting time will be charged until wages are received. Waiting time to be paid at the regular rate of wages not to exceed 8 hours per day. If the union is convinced a man's pay is short due to a clerical error, the union shall strive to adjust same with the employer and no waiting time shall be charged.
- (134) Any employee failing to receive his wages on a regular payday before quitting time shall be paid at his proper rate for the time he must wait to be paid, not to exceed sixteen hours. (This section is only intended to apply to the employer who wilfully neglects or does not make it his duty to pay employees at the proper time.) If payroll checks are issued for which funds are unavailable, the union may require the employer to pay in cash or by certified check for the balance of the contract period. Should the employer issue a bad check, he shall pay a sum equal to eight hours' pay to each individual affected in addition to the amounts already due and owing.

(135) Employees working under the jurisdiction of the (union) shall be paid weekly, in cash, on the job, before 3:00 p.m. Friday. . . Upon failure of the employer to pay the men, they shall be entitled to waiting time. No more than two days shall be kept back for booking time. Wednesday shall end the week. Where time clocks are used, they must be distributed and collected during working hours. If payday falls on a Holiday, the day previous shall be payday. It is agreed that the business agent or duly authorized union officials shall have the right to inspect the pay envelopes. If wages are due to employees that either left the job or are unable to call on payday, the business agent has the right to collect the wages due. If for any reason employees are not working on payday, the employer shall make every reasonable effort to pay these employees before 12 o'clock noon.

Waiting time penalties may be expressed as a percentage of earnings or as a flat daily amount:

(19) All employees shall be paid weekly and said weekly check shall include the overtime pay if any. In the event the employee is also entitled to the payment of a commission, the amount of the commission, in excess of the guaranteed hourly pay, shall be paid on/or before the 20th of each month for the commission earned during the previous month. The employer shall be subject to pay the employee an additional 10 percent of the commission if the payment of the commission is not timely paid as set forth.

(136) There shall be a \$10.00 per day per player late payment charge, excluding Saturdays, Sundays and holidays, for late payment applicable to all schedules from the time payment become due, (excluding bona fide emergencies of which the guild shall be given prompt notice within the time specified for payment hereunder) for a period not to exceed 15 days, excluding Saturdays, Sundays and holidays, to a maximum of \$150.00 per violation.

If there is a dispute over the amount due the player, and producer pays the undisputed amount on time, there will be no late payment charge.

Many sample agreements require an employer to pay employees in full at the time they are terminated or laid off and impose a penalty for noncompliance. The rationale may be for the convenience of the workers, because an employer with foreknowledge of layoffs and terminations can prepare a final payroll in advance:

(137) Upon discharge the employer shall pay all money due to the employee during the first payroll department working day. Failure to do so shall subject the employer to pay liquidated damages in the amount of 8 hours' pay for each day of delay. Upon quitting, the employer shall pay all money due to the employee on the payday in the week following such quitting.

(138) Employees shall receive their pay each week. Upon request, extra employees shall be paid in full when their work is completed. Failure to pay such extra employees upon completion of work shall require the employer to pay the employee 8 hours' pay for each 24 hour period until payment in full has been made. In case of termination of employment of a regular employee, the final paycheck shall be given to the employee not later than 72 hours after the completion of his last shift.

Penalty for default on payroll obligations

In addition to clauses requiring employers to pay waiting time penalties if pay distribution is delayed, 47 of the 425 sample agreements impose various other penalties, usually for more serious payroll defaults, such as carrying insufficient funds to cover paychecks.⁷ (See table 13.) The clauses apply entirely to employers covered by multiemployer agreements. Although usually reliable, some smaller employers occasionally encounter financial difficulties because of inadequate cash reserves, poor bookkeeping, low contract bidding, cost overruns, or other problems.

Many provisions allow employees to discontinue working for the contractor until payment is made in full, generally without regard to any no-strike provision in effect, after an old tradition of "no pay, no work:"

(139) Payment of wages and earnings and overtime pay shall be made in cash on Tuesday of each week, and shall include all work completed on Friday of the preceding week. If the workers of the employer are not so paid, they shall have the absolute right to stop work.

(140) Notwithstanding the articles herein entitled no-strike, no-lockout, and settlement of disputes or any other provision of this agreement, if the employer fails for 5 days beyond the due date to pay in full any wages due to the workers covered by this agreement, . . . the union may immediately direct the workers to discontinue work until all sums due have been paid in full and/or may institute court action to obtain payment of such sums. These rights shall be in addition to all other remedies available to the union.

(141) No member of the International Brotherhood of Painters and Allied Trades shall continue in the employment of any employer or employers whose checks have not been honored or of any employer who fails to pay on the stipulated payday. They shall not return to work until it is proven that all outstanding pay checks have been honored and satisfactory arrangements for further payments have been made.

A number of sample agreements grant the union the right to initiate arbitration or court actions to recover money due the employees. Court actions, of course, generally are allowed by law under such circumstances, regardless of agreement language. Some clauses stipulate the employer's obligation to pay the legal and court costs incurred in exacting payment:

(88) . . . If the employer is in default in . . . paying wages as provided in this Article, he shall be liable for and agrees to pay such legal, court and/or other costs incurred in collection proceedings. . . . Further, the union shall, in its discretion, have the right to terminate this contract, in whole or in part, as to such employer in default, by notice in writing to the employer.

⁷ Although not tabulated, penalties also often are imposed for defaults on contributions to pension and welfare funds.

(142) In the event that the employer defaults in the payment of wages. . . . should said default continue for ten days, the union shall have the right to declare such defaults a violation of this contract and commence arbitration proceedings; and in the event that an award is made in favor of the employee and the employer fails, omits or refuses to pay the amount awarded within ten days of the issuance of the award, then the union shall have the right to commence court action against the employer to recover the monies awarded to the employee. It is understood, however, that the right to assert a claim to any of said monies shall be limited to one year from the time that the obligation accrued.

Work stoppages, by preventing the company from fulfilling contractual obligations, may worsen its financial condition and lessen the employees' chances of receiving back pay. Court actions also may be ineffective if the employer is insolvent. To ensure payment, some clauses require employers with previous records of payroll default to post bond in an amount sufficient to cover payroll obligations:⁸

(143) In order to protect employees from loss through irresponsible employers, such employers who fail to fulfill the wage requirements, and make contributions as set forth in this agreement, shall, before members of the union are permitted to work for them, furnish a wage surety bond of a recognized surety company acceptable to the union in the sum of not less than \$1,000.00 or an amount equal to the \$1,000.00. (Property bonds, securities, or cash deposits shall not be acceptable.)

⁸Although not tabulated for this study, some agreements require employers without records of prior default to post bond. The requirement sometimes applies only to new members of the employers' association, or employers contracting outside their customary area.

(144) Employers who are delinquent in their payments shall be subject to having this agreement terminated upon 72 hours' notice in writing being served by the union, provided the employer fails to show proof that delinquent payments have been paid.

The union shall have the right to require of each individual employer who has previously or presently defaulted in the payments of wages and fringes required under the terms and conditions of this agreement, to execute and deliver to the Trustees Surety Bond in the amount of up to \$25,000 as surety for the prompt payment of wages and all fringe items as required in this collective bargaining agreement, in such form and surety that is satisfactory to the Trustees. If an individual employer refuses to execute and deliver such a bond to the Trustees when requested by the union, then the Joint Conference Committee shall sit in judgment on said refusal and its decision shall be final and binding upon both parties.

Some agreements regulate the payroll procedures of employers with past records of violations by requiring payment in cash. Although this does not ensure that payrolls will be met, it eliminates payment in bad checks. A few clauses require previous violators to make payment through the union office which can check the completeness, accuracy, and promptness of payments:

(145) If the employer's check is not honored by the bank upon which it is drawn, the employer may be required to pay all employees and the various funds in cash or by bank check with a pay envelope giving all of the information required above.

(146) The union reserves the right where there has been repeated wage violations to require that the employees be paid by the employer through the union office.

Chapter 4. Wage Differentials

In addition to wage differentials previously discussed in the section on wage progressions, agreements often establish various other differentials which apply to employees doing similar work. For example, merit increases establish differentials based on increasing value to the company; lower rates for older and handicapped workers reflect decreasing value. "Red-circle" differentials represent wage protection for employees assigned lower rated jobs through no fault of their own.

Wage rates for new and probationary employees

A new employee, lacking specific skills and familiarity with the work routine, generally is less valuable to the company than an experienced employee. For this reason many agreements set lower rates for new and inexperienced probationary employees.

Of the 1,711 agreements examined, 44 percent refer to rates for newly hired employees.⁹ (See table 14.) The most common practice (in 313 agreements) is to pay inexperienced new employees at or below the bottom of a rate range set for the job:

(147) New employees... shall start at the minimum rate and be advanced by 10¢ after 30 days. They shall be advanced by 10¢ 8 months after hire, 10¢ 16 months after hire and 10¢ 24 months after hire....

(148) It is mutually agreed that the starting rate for all new employees shall be \$2.32 per hour and they shall receive all wage rate increases indicated in the following progression schedule:

Beginning August 1, 1973	\$2.32 per hr.
On the 61st day of employment	2.37 per hr.
On the 121st day of employment	2.42 per hr.
On the 151st day of employment	2.52 per hr.
On the 181st day of employment	2.62 per hr.
On the 211st day of employment	2.72 per hr.

until the 20th month, at which time the increase shall be 16 cents; on the 21st month the increase shall be 20 cents; on the 22nd month, the increase shall be 20 cents.

Somewhat less prevalent (229 agreements) are clauses giving new employees a rate related to, but somewhat

⁹ Some additional agreements do not mention rates for newly hired employees because such employees do not qualify for negotiated rates, seniority, or other forms of union protection until they have served their probationary period. Their rates may be set unilaterally by management, but must, in most cases, be equal to or exceed the minimum wages required by law.

below, the single rate for the job assigned. The differentials may be expressed either as cents-per-hour or as a percentage:

(149) A new employee will be given a probationary rate of 5 cents per hour less than the regular rate of the job to which he is assigned, for a period of not to exceed 30 calendar days provided that if such employee is able to fill the job properly in less than 30 calendar days, he will receive the regular job rate at such earlier time.

(150) The rate for production employees during their probationary period shall be 90% of the rate for the job to which they are assigned.

(151) The starting rate for a new hire or rehire may be 10 cents per hour less than the minimum rate for the job to which he is assigned....

Approximately 10 percent of the provisions establish a uniform minimum rate for all newly hired employees, apparently without regard to actual job assignments. Although seldom mentioned in the agreements, in some instances, new workers may be assigned to classifications normally paying higher rates; in other instances, they may be entirely limited to entry-level helper or laborer classifications for which the new-hire rate is actually the rate for the job. Some clauses provide for deferred increases in the uniform rate during the term of the agreement:

(152) All newly hired inexperienced employees regardless of their classification shall receive a starting rate of not less than \$2.40 per hour effective March 1, 1973. Effective March 1, 1974, the starting rate shall be \$2.50 per hour. Effective March 1, 1975 the starting rate shall be \$2.60 per hour.

(153) Unless modified by other provisions of this agreement, the hiring rate shall be \$4.56 per hour. The hiring rate shall be paid for one month only.

A small proportion of the contracts establish special rates for newly hired incentive workers. A number of other agreements establish rates for only a few classifications; whether new employees are hired for other jobs, and at what rates, cannot be determined:

(154) New employees hired for incentive operations shall be paid at 82% of the occupational wage of the operation to which they are assigned or their incentive earnings, whichever is higher, until they have earned in excess of 82% or: upon completion of 45 days from date of hire, the minimum payment shall be 90% of occupational wage.

(155) A cook who is not fully experienced may be hired for a probationary period of 30 days by mutual consent of the president and secretary of the union, the department head and the employer as well as the employee involved. The wage rate for a probationary cook pursuant to this rule shall be \$19.20 for Class A Establishments and \$18.93 for Class B Establishments....

Under relatively few agreements (41), new employees placed on jobs carrying a single rate are immediately paid this rate. Of course, new employees may be placed only in entry-level classifications:

(117) Each new hired... employee shall be paid the hourly rate of the job classification to which he is qualified and assigned....

Exceptions to normal hiring rate. Many provisions that refer to wage rates for new employees allow for exceptions to the general rule. Depending on the previous experience of the employee or a combination of these factors, higher rates may be allowed at management's discretion or by mutual consent:

	<i>Agreements</i>	<i>Workers (thousands)</i>
Total referring to exception	276	1,421.6
Management decision	53	254.9
Management decision based on previous experience	34	215.2
Joint decision	18	66.7
Joint decision based on previous experience	19	68.0
Previous experience	152	816.6

Often, provisions establish management's right to deviate from normal hiring rates, either based on the employee's experience or without mention of factors involved. Occasionally, management can raise the rate for all newly hired workers, rather than for individual employees:

(156) Management has the right to grade new employees on past experience and start them at such steps in the wage scale as it may determine. Management also has the right to establish a wage scale for temporary employees or a temporary job.

(157) The "new hire" rates, for newly-hired employees, shall be \$2.30 per hour for the first 2 calendar months of the first year of the contract, and \$2.40 per hour for the first 2 calendar months of the second year of the contract; after which time, the employee shall be paid the prevailing rate of pay for the job. The company shall have the option of raising this "new hire" rate (or probationary rate) at its discretion.

(158) The hiring rate for all employees shall be the classification grade minimum [10% below maximum] unless a higher rate is approved by the Mill Manager. In all cases the employee shall, if he remains on the job, receive the job maximum rate not later than 90 days following the date of his employment. Any person re-employed on his former occupation shall receive his former rate, including any adjustments.

Clauses permitting deviations from the hiring rates by union-management agreement are less common. Often, the agreed-upon rate applies only to experienced new hires:

(38) New inexperienced employees shall be employed at the starting rate applying to the position title classification. New experienced employees may be employed at a rate commensurate with the employee's ability and experience in the position title being applied for, provided, however, that the rate determined is mutually agreeable to the company and the union.

The most prevalent practice permits or requires higher rates based on experience, without direct reference to management or joint decision. Some provisions require employees with the requisite experience and ability to be immediately paid the maximum rate for the job:

(91) New employees shall be given full credit for comparable experience within the past 5 years, except where an employee was previously employed on a part-time basis he or she shall be given 50 percent credit for comparable experience within the past 5 years towards full-time employment. Previous experience must be indicated on the employee's employment application and such experience will be verified. Such verification shall be accessible to the union.

(159) New employees with more than 6 months experience in the industrial hydraulics industry or on jobs requiring similar skills may be hired at rates above the minimum rates but not in excess of the maximum rates of the classifications for the jobs to which they are to be assigned.

(160) All newly hired employees who have one or more years of experience in the employment of drayage, trucking and freight forwarding companies shall be hired at the maximum rate provided for the classification hired, provided such employees are capable of performing the work for which they are employed.

Geographic wage differentials. A contract may establish differing wage scales for the same occupation depending upon the geographical area. Such a situation might come about from differences in the cost-of-living, commuting expenses, competitive pressures, the supply of labor, or the relative bargaining power of local parties. Such wage differentials are mentioned in only 8 percent of the sample agreements and cover about the same proportion of workers. Many of the provisions are in construction agreements:

(161) In other than Districts 1 and 2... where rates less than those contained in this agreement are predetermined, specified, or prevailing signators to this agreement may pay up to 50¢ per hour less than the wage rates called for in this agreement without violating this agreement.

The unions agree that Locals 221, 346, and 487 will submit to the AGC and the association a letter stating that they will negotiate the matter of whether or not the employers may be allowed to pay up to 75¢ per hour less than contract rates upon the employer's request, in order to meet competition in the jurisdiction of these local unions.

The unions agree that local unions may negotiate with

employers a special rate for commercial work in the Western Wage District. . . .

- (162) The determining factor in applying different area rates shall be the location within the State in which the work is being performed and not the home address of the employee or employer. Pay rates for other crafts with respect to areas are irrelevant.

When a job is in two wage districts, wages shall be an average of the two scales and rural working conditions shall prevail.

Wage differentials for handicapped and older workers

Because of mental or physical limitations, handicapped persons are at a disadvantage in the labor market, and often find work difficult or impossible to obtain. Older persons with diminished abilities face much the same problem; the older worker may enjoy the protection of seniority, but once out of work, as in a permanent reduction-in-force, he or she may experience long periods of unemployment. Collective bargaining agreements often recognize the special problems of older or handicapped persons, and provide for the continued employment or, less often, hiring of persons in these groups.¹⁰

Employers sometimes are willing to hire or retain handicapped and older workers but reluctant to pay the full union scale. Often, a compromise is reached, and negotiators agree to permit employees to work at rates in keeping with their diminished capabilities. (See table 15.)

Wage differential provisions sometimes apply to only one category, but quite often mention both older and handicapped persons. Many clauses indicate or imply that the rates apply only to current employees. To these employees, including many with long service, the parties may feel an obligation, and a willingness to continue such employees at less demanding tasks, with wage rates adjusted accordingly.¹¹

- (107) Handicapped workers whose earning capacity is limited because of age or physical handicaps may be employed where practical on light work at a wage mutually agreed upon by the employer, the employee and the union.

- (115) Any employee whose earning capacity is limited because of a physical or mental handicap, or other infirmity, may be employed on suitable work at a wage agreeable to the employer, employee and union.

¹⁰See *Major Collective Bargaining Agreements: Safety and Health Provisions* Bulletin 1425-16 (Bureau of Labor Statistics), pp. 43-45, for a discussion of leave and transfer rights of disabled employees. See also *Characteristics of Major Collective Bargaining Agreements, July 1, 1975*, Bulletin 1957 (Bureau of Labor Statistics), table 2.6, for prevalence of provisions on the hiring and retention of older workers.

¹¹The tabulations include only those provisions that permit or imply wage payments outside the employer's basic wage structure. Many other provisions, not tabulated, permit the transfer of older or disabled workers to less demanding jobs within the basic wage structure.

Since there usually is less sense of obligation to hire the handicapped or older workers, special rates clearly applying to such new hires are less common. However, many clauses may apply both to hiring and to continuing employment, particularly in the construction industry, where employment tends to be short term, and workers have great job mobility:

- (163) A person who is incapacitated by age, physical or mental handicaps, temporary disabilities or other infirmities, may be employed at an hourly wage below the minimum established by this agreement provided, he shall have first obtained written permission to be employed from his local union, and the rate set shall be subject to the approval of the local union and/or District Council of Carpenters or Painters of the county in which he is to be employed.

- (164) No dispensated journeymen, whose age or physical conditions debar them from earning the current rate of wages, shall be allowed to work below the scale of wages without first obtaining a permit from the local union. A list of dispensation journeymen shall be mailed to all employers who have signed an Agreement with the District Council No. 56. The "Quarterly" working cards of all dispensated journeymen shall be stamped as such.

- (165) Members of the union covered by this contract who are unable to command the minimum scale of wages on account of old age or physical defects may be permitted to work for less than the wage scale by special permission of the Executive Board.

To prevent abuses or irregularities, most agreements establishing wage differentials for older and handicapped workers require union participation in the rate setting process since an employee might agree to work at a rate even less than indicated by his limitations:

- (166) Employees incapacitated by age, accident or health may be employed at a mutually agreeable rate subject to the approval of any one of the union's business representatives or assistants.

- (167) In cases where employees are over-aged or physically handicapped they shall be paid a rate agreed upon by the employer, shop committee and the union.

- (168) The rate for an employee, who because of age or other disability is seriously handicapped, will be established by the employee relations manager and the union. If no agreement is reached the employee relations manager will establish the rate. If the union believes the rate is improper they may use the grievance procedure.

- (169) Any employee whose earning capacity is limited because of a physical condition, or any other infirmities, may be employed at a wage scale below that herein provided, subject to prior special agreement with the union in each case.

A number of provisions establish a minimum rate, often expressed as a percent of the basic wage scale, below which handicapped and aged employees may not be employed:

- (170) Handicapped workers whose earning capacity is limited because of age, physical disability or other infirmity, may be

employed at a wage below the minimum established by this agreement, but they shall not be employed for lesser wages than 75% of the prevailing wage scale per day.

For a worker to be classified as a handicapped worker he shall apply to the District Council by letter requesting to be so classified. When approved, his work card shall be so stamped.

Wage differentials for part-time and temporary workers

Although substantial numbers of agreements mention the employment of part-time or temporary workers, special rates for these workers are present in relatively few sample agreements.¹²

	Agreements	Workers (thousands)
Total sample agreements	425	2,686.5
Total with reference to pay differential	32	128.8
For part-time workers	14	43.4
For temporary workers	13	51.3
For both	5	34.0

Differential rates for part-time or temporary workers may be set either above or below rates for regular full-time employees. A worker not covered under the company's benefit plan may receive a higher rate. A temporary worker who lacks experience or a part-time worker in training for a longer time may receive a lower rate.¹³ A few clauses have separate rates with no reference to differentials:

(171) Casual employees and part-time employees shall be paid not less than 1 and ¼ times the hourly wage at which an employee is required to be paid under Section 9 (B) for the 20 hours of work in categories where the regular work week in the industry is 40 hours and for the first 17½ hours of work in categories where the regular work week in the industry is 35 hours, and for the remaining hours of work shall be paid not less than the hourly wage rate an employee is required to be paid pursuant to Section 9 (B).

(66)

	Hourly Rates	
	Straight Time	Overtime
... Wrapper & Full Time		
Delicatessen Employees:		
0-12 Months	3.90	5.85
12-14 Months	4.30	6.45
Over 24 Months	4.75	7.125
Part Time Delicatessen Rates:		
0-6 Months	3.45	5.175
6-12 Months	3.82	5.73
Over 12 Months	4.15	6.225

¹² Temporary workers include casual help and seasonal employees.

¹³ A few agreements, classify all new employees as "temporary." Differential rates for these workers are included in the tabulations for probationary employee rates.

OCCUP. NO.	RATE EFFECTIVE		
	10/4/74	10/4/75	10/4/76
999 Summer Temporary	3.63	4.04	4.44

Merit increases

Superior employee performance may be rewarded in various ways—promotion, piecework incentives, movement through merit progressions, and bonuses. A minority (68) of the 1,711 agreements permit increases above the job rate to outstanding employees. Amounts are seldom mentioned, and may vary according to the proficiency of the individual worker. Increases often are entirely at management discretion, but occasionally union approval is required:

(143) No carpenter shall be permitted to work on any job when piece work or given tasks are demanded, even though bonuses are given in any form for work performed in excess of tasks. The above shall not prevent any carpenter receiving a higher pay than the minimum. There shall be no maximum hourly rate for carpenters who possess extraordinary mechanical ability, strength, speed, etc.; but no such carpenter shall at anytime be permitted to act as pace-maker for other carpenters.

(173) The scales of wages in this agreement are considered minimum scales and do not prohibit the employer from granting merit increases to more proficient employees with union approval.

Longevity increases

After an employee has been with a firm for a number of years, an addition may be made to the wage rate. Longevity pay, which is a reward for long and loyal service with a company, generally is unrelated to merit or to time on a particular job. As defined here, it does not include lump-sum payments. Few sample agreements (13) contain such a differential:

(174) Effective September 30, 1974, all employees who have 10 years seniority or more shall receive an extra 5 cents per hour longevity pay. Effective September 29, 1975, all employees who have 10 years seniority or more shall receive a total of 10 cents per hour longevity pay and all employees who have 5 years to 9 years seniority shall receive an extra 5 cents per hour longevity pay in addition to their regular rate.

(175) Every employee having plant seniority of 5 or more years will, in addition to the amount listed in Appendix "A", receive as a longevity bonus an additional amount of 7 cents per hour (8 cents per hour effective July 15, 1975) for each hour worked and 5 additional cents per hour after each additional 5 years of plant seniority thereafter.

Work in two classifications or more

Because of emergencies, absences, or other conditions, management may assign employees to work outside their

own classifications during the course of a shift. Some workers may receive several different assignments. Since each job may carry a different rate, the question arises: Should the company pay the employee's regular rate, or the highest rate for the entire day, or the actual rate for the time spent on each job? A substantial number of agreements, spread among nearly all industries, deal with this question.¹⁴ (See table 16.)

The provisions almost always apply to a job assignment carrying a rate higher than that of the employee's regular classification. Customarily, an employee assigned to lower rated work for part of a day continues to receive the regular rate. The arrangement most frequently found calls for continuing the regular rate if the higher rated assignment is of very short duration. If the assignment exceeds the specified time, the employee then is paid at the higher rate:

- (171) Employees may be called on for no more than 1½ hours in any one day to substitute for other employees in other positions for meal and rest periods without affecting their wages. An employee substituting for other employees for more than 1½ hours in any one day shall be paid his regular rate of pay or the contractual wage rate (minimum wage plus wage increases) for the classification of the employee relieved as set forth in Schedule A, whichever is higher.
- (176) Any employee who is temporarily assigned to a higher-rated job classification will continue during such assignments to receive the rate of his regular job classification, unless the assignment remains in effect for ½ hour or longer, in which case he will receive the rate of the job to which he is temporarily assigned for the period of such assignment.

A substantial number of clauses, found mostly in manufacturing agreements, require the company to pay employees assigned jobs with differing rates at the highest rate for the entire shift. Although more costly to management, such clauses simplify payroll preparation and tend to discourage unnecessary shifting of workers for short periods:

- (177) In case employees work on more than 1 classification or kind of work, they shall receive the rate of the highest paid classification on which they are employed for the full day.
- (178) Subject to the provisions of Paragraph A of Article IV hereof if during a single shift an hourly employee performs work in one or more departments or in different classifications within the same department carrying different rates of pay, he shall be paid at the higher rate for the entire shift.

Other arrangements are relatively rare. A small number of agreements require payment at the normal job rate for

¹⁴ For this study, only rates for varying assignments during a single shift are considered, to avoid confusion with temporary transfers, which may last 30 days or more and may be handled differently. Also excluded are provisions covering rates for workers on "combination jobs," and rates for relief and "extra-board" employees who routinely receive varying assignments and are so classified.

actual time spent on each job. The practical difference between such clauses and those requiring a minimum work period in higher classifications probably is slight:

- (179) If an employee already employed on a job is assigned to perform power saw operating duties or steel scaffold and for steel shoring erecting duties, he shall receive the rate of the power saw operator classification or the steel scaffold erector and/or steel shoring erectors classification, as the case may be, for the actual hours worked in such classification.

Occasionally, the amounts payable depend on conditions other than time. For example, the rate may depend upon whether the employee has previously held a job or upon whether he or she has received advance notice. When advance notice is given, the employee may be paid the rate for a lower job level:

- (180) When an employee works in a higher job level for 2 hours or more on a shift, he shall receive 10 cents per hour more for each job level moved above his present job level for the full shift. When an employee works in a higher job classification which he has permanently held, he will receive his former rate or he shall receive 10 cents per hour for each job level moved above his present job level, whichever is greater. When an employee works temporarily in a lower job level, he shall receive his present rate for the length of temporary service.
- (181) An employee requested by the corporation to temporarily fill a lower paid job shall have his regular rate maintained. However, if the assignment to the lower paid job is because of reduction in working schedules or because of employee preference or convenience, the rate of the lower paid job shall apply except when the assignment is for a period of less than 1 full shift. In cases resulting from reduced schedules, and where the employee has not been notified in advance, the employee's regular rate shall be maintained for 1 full shift provided a full shift of work is available. If the employee has been notified prior to leaving the mill during his last work period (or in the event of his absence 16 hours in advance of his scheduled shift) that there will not be a full day's work on his regular occupation he shall be paid the rate of the work performed rather than maintaining the employee's regular rate for the full shift.

Employees temporarily substituting (except when substituting to provide rest and relief time) on higher paid occupations shall have their rate determined as follows:

<u>Time spent substituting on higher paid job</u>	<u>Hours to be paid at higher rate</u>
Less than ½ hour	None
½ hour but less than 1 hour	1 hour
1 hour but less than 2 hours	2 hours
2 hours but less than 3 hours	3 hours
3 hours but less than 4 hours	4 hours
4 hours or more	8 hours

Red-circle provisions

Employees who, through no fault of their own, are transferred or reclassified to a lower rated position, may continue to receive their former rate or a rate above the one established for the job. The differential amount, often referred to as a red-circle rate, cushions the economic

impact of a demotion, and may continue indefinitely, but usually is eliminated after a specific period or under certain conditions. Receipt of a red-circle rate gives the worker time to adjust to the changed position.

A red-circle rate normally attaches to the individual employee, and for this reason often is referred to as a "personal rate."¹⁵ Once the rate is established, the incumbent usually must continue working on the same job or forfeit the differential. Only rarely does the special rate apply to the job itself. Even then, new employees may be ineligible to receive the differential, so the rate is in a sense "personal":

- (182) . . . employees will continue to receive such subsidies or out of line rates for all hours worked on a day work basis as long as they remain in jobs in their present respective labor grades.
- (50) If, upon the effective date of this agreement, any employee is receiving a rate in excess of the maximum rate for his/her proper job classification, this rate shall be designated as the employee's "personal rate" and this rate shall not be changed unless the employee, in accordance with the provisions of this agreement, is subsequently assigned to different job duties covered by a lower rated job classification or the employee refuses assignment to a job in a higher rates classification which the employee is able to perform. . . .
- (183) . . . All employees on the payroll at Sharon on/or before 8/16/62 and on the payroll in the CMO on/or before 4/1/63 shall be paid the occupational out-of-line differentials whenever they work on a job on which one is established and such differential shall be added to the CWS rate for the classification when incentive earnings for such employees are calculated. All employees hired at Sharon or the CMO after the respective dates above shall be paid only the CWS rate for the job.

Eligibility for red-circle rates. Most of the 269 agreements stipulating red-circle differentials refer to one condition or more for eligibility. As might be expected, the clauses mention various situations involving demotions through job reclassification or transfer. (See table 17.)

The most common provisions establish red-circle rates for employees having a specified minimum length-of-service at the time they are transferred or reclassified to lower rated jobs. The clauses extend to wages the principle of seniority protection that more commonly applies in layoffs and bumping:

- (184) In the event the company permanently eliminates an established job classification, or if an employee is permanently demoted as a result of changes made in accordance with Exhibit A . . . affected employees with 5 or more years' service in the plant shall retain their PER rate unless they refuse to accept a promotion or bid to available job openings, in which case rates of pay at that time shall revert to the rate of the new job.

¹⁵ Other synonyms exist; for example, out-of-line differential, "flagged" rate, and maintained rate.

Employees who are transferred to lower rated jobs because of disability or other medical reasons often are eligible to receive a red-circle differential, particularly if the disability was incurred on the job:

- (185) Those employees who suffer dismemberment as a result of an occupationally incurred accident in the plant and who are prevented from performing work in the classification to which they were assigned at the time of the accident may be given employment on any job in any classification which such employee is qualified and able to perform in accordance with the seniority provisions of this agreement.

Employees who are given such employment shall receive a rate of pay of the classification they held at the time of the accident for all hours worked, provided, however, that those employees who are occupying a lower rated classification as a result of a reduction in force from a higher rated classification and who suffer dismemberment as a result of an occupationally incurred accident in the plant while occupying the lower rated classification shall receive the rate of pay of the highest classification held during the term of this agreement.

- (186) An employee who has given long (10 years) and faithful service and becomes physically unfit to continue with his present job classification will by mutual agreement, be placed on a job which he is able to handle (provide such job is available) without posting the job for bid. If a special job is created for such an employee by mutual agreement, it is agreed and understood that this special job shall exist only so long as the employee for whom this job was created works on that job. An employee placed on such a job will receive the same rate of pay as the job he last held or the rate of the new job, whichever is greater.

The introduction of automated equipment or other technological change may result in the elimination or reclassification of jobs. The new job structure may provide promotions and higher wages for some workers, but demotions for others. A small number of agreements, acknowledging that the benefits of technology accruing to the employer should be shared, to some extent, with adversely affected employees, provide for full or partial rate maintenance. The clauses sometimes apply only to senior employees:

- (187) When jobs are abolished through automation or technological changes, the employees affected shall retain their present rate of pay for a period of 4 months after actual assignment, in the event they are assigned to a lower grade job.
- (188) When the introduction of new methods of operation results in the changing of a job to the extent that a new and lower rate is agreed upon, those employees who are assigned to such job prior to and after the change will continue to receive their former rate. Employees newly assigned to such job after the change will receive the new rate.

In addition to provisions limiting payment of red-circle differentials to employees with long service or disabilities, or to conditions of technological change, a substantial number of agreements allow rate maintenance without these restrictions; however, they may impose various others:

- (189) If a man is permanently demoted to a lower rate level, he acquires a maintained rate equal to his rate in the job classification from which he was demoted, provided;
 The man has held the particular job classification for 60 consecutive days.
 The permanent demotion is not caused by:
- (a) The return of the permanent holder of the job after a leave of absence or disability, or
 - (b) Medical restriction, or
 - (c) Lack of qualifications.

Some agreements provide red-circle rates only to employees with both long service and disability, or only to senior employees affected by technological change. Others provide a short period of rate maintenance to employees without regard to service, but a longer period to employees with a specified seniority. A large proportion of the red-circle provisions do not specify how employees become eligible. These often are differential rates carried over from earlier agreements, but no new provisions are added.

Automatic elimination of red-circle rates. The red-circle differential usually is a temporary device to soften, rather than prevent, the impact of a rate reduction. Therefore, while differentials sometimes are maintained indefinitely (at least during the term of the agreement), agreements more commonly set conditions ensuring their eventual and automatic elimination. The differential may simply be dropped after a given period, it may be absorbed through later pay increases, or both procedures may be used.

Of the 269 agreements that refer to red-circle rates, 153 provide for their later elimination. (See table 18.) These are predominantly in manufacturing agreements, and in utility agreements in nonmanufacturing.

One of two customary procedures allows the red-circle differential to be reduced or eliminated at the time pay increases are scheduled. Pay increases due the employee are reduced by the amount of the differential. Should the red-circle differential be smaller than the scheduled pay increase, the differential is entirely eliminated; should the differential be larger, the difference is continued as a reduced red-circle rate until the next scheduled pay raise. Some provisions apply only a portion of the pay increase toward reduction of the red-circle rate:

- (190) An employee with ten or more years of continuous service who becomes surplus will receive no reduction in his hourly rate of pay. In addition, he will receive no future general increases as long as his rate remains above the maximum rate of the job classification into which he is placed.
- (191) Employees whose jobs are rated downwards will not be reduced in rate at the time of rating but will carry an over-rate status by the amount the job is reduced. Over-rates will be eliminated or reduced by applying one-half of any negotiated wage increase including improvement factors against the over-rate.

Similar to the provisions allowing general pay increases

to absorb the differentials are those permitting certain incremental wage adjustments to be applied against out-of-line rates. A few clauses apply to individual adjustments, such as a step increase in a rate progression. More common, and largely in Steelworker agreements, are provisions by which the red-circle differentials are reduced gradually by small increases in cents-per-hour differences between rates for adjacent job classifications:

- (192) ... Progression of employees to higher merit steps shall serve to reduce any red-circle rates.
- (193) Beginning as of the date of any general increase in standard hourly wage rates, the increase in the standard hourly wage rate for any job which is attributable to the increase in the increments between job classes shall be applied to reduce or eliminate any personal out-of-line differential of any employee who has a "red-circle" hourly wage rate or a "red-circle" guaranteed occupational hourly rate.
- (194) As of the effective date of any increases made in the job class increments in the standard hourly wage scale under this agreement the individual out-of-line differentials of all incumbents of incentive and non-incentive jobs shall be adjusted or eliminated by applying that part of the increase in the standard hourly rate for the job which is attributable to the increase in the increments between job classes to reduce or eliminate such individual out-of-line differentials.

The second of the two customary procedures for automatically eliminating red-circle rates permits the differential to be dropped after a given period, either in one step or in successive steps. In the agreements examined, the practice of eliminating the special rate all at once was found most often:¹⁶

- (195) A. In the event a route is reorganized resulting in a net reduction in sales of \$50.00 or more per week, the driver-salesmen shall continue to receive, for a period of 14 weeks following the date of such reorganization, no less than the average earnings of such route for the 6 week period immediately preceding such reorganization.
- B. Should an employer transfer a driver-salesman from one route to another route where such transfer results in a net reduction in sales of \$50.00 or more per week, the driver-salesman shall continue to receive for a period of 14 weeks following the date of such transfer no less than the average earnings of the higher paid route from which he is transferred based upon the average earnings of such route for the 6 week period immediately preceding the transfer.
- C. Under subsection A or B of this section, the supervisor or supervisors involved shall continue to receive for a period of 14 weeks following such route split or transfer the average commission which he received prior to the route split or transfer.
- (196) If an employee's job is downgraded and if the employee's salary exceeds the maximum of the new grade range, the employee will continue to receive a salary in excess of the range for a period not to exceed 12 months from the effective date of such downgrading. Thereafter, if the employee remains in the

¹⁶ In this study, an agreement must maintain a differential for at least 90 days to meet the definition of a red-circle rate.

same grade level, his salary shall be reduced equal to that of the maximum of the range which shall include a 5 year increment where earned.

Provided other conditions are equal, reducing and then eliminating the differential in several steps offers a greater cushioning effect than the single-step procedure. Depending upon the particular agreement, however, other conditions may not be equal. For example, an agreement may provide for reduction in successive steps, but at the same time allow the differential to be eliminated through general pay increases:

(197) An employee with ten full years or more of continuous service with the company at the time of retrogression shall receive an adjusted pay rate equal to the ultimate base rate of his new job classification plus for each full year of continuous service an additional three and one-third per cent of the differential between the pay rate of his new job classification and employee's average pay rate, except that in no case shall the adjusted rate be greater than the average rate, or less than the ultimate base rate of his new job classification. The average pay rate shall be determined by finding the weighted average of the pay rates for all job classifications the employee has held for the five-year period immediately preceding his date of retrogression. In making this computation, ultimate base rates in effect at the time of retrogression shall be used. The employee's pay rate shall be reduced to the adjusted pay rate in steps of 5¢ per hour or \$2.00 per week every six months, except that the last reduction step may be 5¢ per hour or \$2 per week or less as necessary to reach the adjusted pay rate exactly. The first reduction step shall occur six months after retrogression.

(158) An employee with 10 years or more of continuous service with the corporation who, due to physical limitations, is permanently demoted from and starts accumulating seniority on the job demoted to shall have the following rate handling:

Effective as of the date of the demotion, his hourly day rate shall be reduced 10 cents per hour or to the rate of the job demoted to, if the difference is less than 10 cents per hour.

Effective 6 months following the date of demotion, a further reduction in rate of 10 cents per hour shall be made and at 6 month intervals thereafter, until the employee's rate is reduced to the rate of the job demoted to. If after the end of a 2 year period, from the date of demotion, the employee's rate, as a result of these reductions, has not been reduced to the rate of the job demoted to, the rate of the job demoted to shall apply.

A general wage increase shall not be applied to the rate received by the employee while his rate is being reduced to that of the job demoted to.

The respective merits of these two major means of automatically eliminating red-circle rates are debatable. If general pay increases are used to reduce the differential, the employee does not at any time suffer a loss in pay. However, individual employees may receive widely varying benefits; a worker who receives a red-circle rate shortly before a scheduled pay increase is shortchanged relative to a worker who receives the red-circle rate shortly after the increase. Eliminating red-circle rates

after a specified period, on the other hand, has the disadvantage of imposing an actual rate reduction but the advantage of equal treatment.

Not tabulated for the study, but present in some agreements, are provisions allowing the full differential to be continued indefinitely, at least for some groups of workers. Workers normally must remain on their present jobs:

(198) Employees presently being paid "red circle" rates, as a result of substituting on October 5, 1970, the present measured day work for the old incentive or bonus plan shall continue to retain such "red circle" rates so long as they remain in the occupation in which they were classified on October 2, 1970, or subsequently thereto, pursuant to then special (but now inapplicable) recall arrangement. Said "red circle" rates shall continue to be increased in accordance with general increases as provided in the appendices of this agreement.

Under a small number of provisions, the employees receive intermediate rates—between those rates normally paid on the new and old—but these rates also are often maintained. The intermediate rate sometimes varies with the employee's seniority:

(76) Effective October 1, 1967—When an employee with 9 or more years of continuous service can no longer perform his regular work because of disability due to or incurred in the course of his employment or from normal natural causes, but can perform other useful work, he shall be placed in the highest job classification he can fill satisfactorily and shall be paid at a rate between his prior rate and the rate for the job to which he is transferred as follows:

- 9 to 14 years inclusive—
lower job rate plus 40% of the difference
- 15 to 19 years inclusive—
lower job rate plus 50% of the difference
- 20 to 24 years inclusive—
lower job rate plus 60% of the difference
- 25 to 29 years inclusive—
lower job rate plus 70% of the difference
- 30 years and over—
lower job rate plus 90% of the difference. . . .

The red-circle rate system, while protecting demoted employees, places added expense and payroll complications on management, and occasionally, may foster ill-will among employees. In a few contracts, management is willing to negotiate a lump sum settlement to eliminate these rate differentials:

(199) All red circle rates shall be eliminated on the effective date of this supplement and a payment of a lump sum to those employees holding red circle rates will be made. Such lump sum shall be equal to the amount of the individual employee's red circle rate multiplied by 4500 hours.

Conditional elimination. In addition to many agreements that automatically eliminate red-circle rates after a given interval or through pay increases, substantial numbers of agreements specify rate elimination under other conditions, such as after a promotion.

More than one-half of the provisions referring to such rates conditionally eliminate red-circle rates; five-sixths of these clauses are in manufacturing agreements. (See table 19.) By far the most prevalent clauses provide that the red-circle differential will be reduced or eliminated following a transfer or promotion. Of these, most specify a promotion. (See table 20.) The red-circle differential usually is reduced by the amount of the promotional increase and may be altogether eliminated:

- (200) Any employee who is promoted from a job on which he is receiving an out-of-line differential to another job within the same seniority unit or line of job progression shall be paid at the established standard hourly rate for the job; provided that, if such rate is less than the standard hourly rate of pay for the job from which promoted plus the employee's regular out-of-line differential, the employee shall receive the difference as a new out-of-line differential. Such out-of-line differential shall apply only to the individual promoted and for the period of promotion. . . .
- (201) Individual out-of-line differentials shall apply only to the individual, and shall be reduced or eliminated by promotion or attrition.

Agreements often state that an employee is subject to loss of differential following a permanent transfer, as distinguished from a promotion.¹⁷ The provisions sometimes apply only to transfers which the employee requests:

- (202) All employees who after agreement between the company and the union are classified as road drivers, shall maintain their present rate of pay so long as they remain on the run or runs that have been assigned or bid to them, until such time as the mileage rate stipulated in the contract equals or exceeds their present mileage rate. Should an employee, for any reason, leave his assigned or bid run on his own accord he shall automatically receive the mileage rate currently in effect. Red circle rates shall remain frozen for the term of this agreement until mileage rates set forth in this agreement equal or exceed the trip rates, at which time such mileage rates shall then be paid.
- (203) Effective as of the date of any general wage increase, all nonincentive wage employees will receive the new job class rate for their respective job class. Any such employees now receiving an out-of-line differential as established by the job classification procedure will continue to receive such out-of-line differential for the life of this agreement unless he at any time permanently transfers at his own request to another job in which case he forfeits all future claim to such out-of-line differential.

Other clauses referring to elimination of red-circle amounts following transfer are nonspecific as to whether the move is voluntary or involuntary. Under a number of provisions, the special rate is subject to termination in an involuntary transfer, as one due to lack of work:

¹⁷In some instances the term "transfer" may apply to any move to a different job, including a promotion.

- (205) An employee who is receiving a rate higher than the maximum job rate of his permanent job classification shall continue to receive such higher rate for work performed in such classification, and shall also not forfeit such rate by reason of a temporary transfer or assignment for the convenience of the company. He shall not retain his red circle rate if he is permanently transferred or promoted, or if he is transferred due to lack of work or due to work force reduction; however, he shall regain such rate if he is later transferred back to the job classification to which that rate applies.

Many provisions stipulating a loss of red-circle earnings following a transfer indicate that, if the employee later transferred back to his former job, he again would be eligible to receive the red-circle rate. Generally, temporary assignments for the convenience of the company have no effect on an employee's differential:

- (206) All present employees now above maximum of their labor grade will retain their red circle rate except when transferred due to lack of work. . . . When work is available in the employee's regular classification, he will be returned to that classification and will receive his red circle rate which he had before transfer.
- (207) When an employee entitled to one of the aforementioned red circle rates is assigned temporarily, by the company, to an occupation other than that to which he is regularly assigned he shall continue to receive such red circle rate for the period during which he is so temporarily assigned.

Loss of the protective rate sometimes can occur without an actual move to a different job. An employee might forfeit the personal rate by refusing to accept a transfer or promotion to a position offering a higher wage rate. (See table 20.):

- (208) If, while receiving his job rate retention entitlement, the employee refuses to bid on a suitable available job opening for which he is qualified and which is rated higher than the job to which he is then regularly assigned, or refuses a promotion to a suitable higher-rated job, his job rate retention entitlement will be cancelled and his rate will revert to the job rate of the job on which he works. A suitable job as used in this paragraph, means one which the employee is physically able to perform without unreasonable hazard to his health or to the safety of himself, fellow workers and equipment.

Rarely is the special rate eliminated after a demotion unless the employee is reclassified to a higher level:

- (209) If after attaining 10 or more years of service, an employee is demoted to a lower rated job because of the effect of a specifically designated technological change their special minimum wage rate on such new job shall be a rate halfway between their former classified job rate and the rate of the classification now occupied. If the job is subsequently changed, they retain the special minimum rate unless the new job exceeds such minimum. . . .

Under an occasional agreement, should an employee having a personal rate prove to be grossly inefficient, display poor workmanship, or be guilty of misconduct, the punitive action may include demotion and loss of the worker's cushioning allowance:

(210) Any employee who retains a differential in rate of pay above the applicable rate for his classification and who is thereafter reclassified . . . for any of the reasons provided [below] shall not receive such differential after such reclassification:

(A) Unsatisfactory job performance, including the following:

Failure to perform work in an efficient and workmanlike fashion.

Failure to cooperate with supervisors and/or fellow employees in matters pertaining to the company's operations.

Unsatisfactory accident record; carelessness or negligence on the job which affects the safety of fellow workmen or which involves avoidable damage to property; unsafe, unlawful driving.

(B) Misconduct, including the following:

Insubordination—failure to comply with company rules which have been posted or which are common knowledge or of which the employee has been directly notified; failure to comply with orders or instructions given by the proper supervisor; or engaging in any activity or conduct in violation of . . . no-strike clause.

Insobriety—drinking on the job, or drinking off the job to the extent that it adversely affects the employee's attendance or the quality of his work.

Absence without authority (when it would be possible to apply for authority for such absence) and without satisfactory excuse.

Dishonesty—regarding money, falsification of company reports or records; failure to tell the truth in matters pertaining to company operations or in matters relating to the employee's absence from or performance on the job.

Obvious causes, such as conviction of a felony; addiction to narcotics; engaging in a criminal act (other than a minor traffic violation) or an act involving moral turpitude.

Another circumstance under which an employee may lose his or her out-of-line differential is related to time on layoff. Should a worker be recalled within a given period, the red-circle rate may be restored:

(204) . . . if the employee is separated from the payroll by resignation, layoff from the plant, death, discharge, or retirement, his "red circle" status will be cancelled. In the case of lay-off from the plant, if he is recalled within his "red circle" period, he shall resume coverage for the remaining portion of his "red circle" period. . . .

(82) . . . When an employee returns from a period of layoff of 8 weeks or less, the company will maintain such employee's base rate at 90 per cent of the base rate of the employee's regular job in his home department before such layoff. In the event the layoff exceeds 8 weeks, the employee will be paid according to his job classification rate.

Union role. Most red-circle rate provisions disregard union participation in the red-circling process. A minority of agreements (8 percent), however, require the company to furnish the union information such as personnel involved, reclassification, transfers carrying differentials, and elimination of special rates. (See table 21.)

Even fewer provisions (6 percent) assign the union a more active role relating to red-circle rates. Clauses often refer to the placement of employees to be "red-circled," rather than the actual rates themselves:

(211) Employees who are presently assigned to job classifications with present maximum rates exceeding the top rates for the new labor grades (into which their respective jobs fall) will continue to have their wage rates red-circled on an individual basis while they continue to be assigned to the red-circled job classification, unless the job classification is upgraded, is discontinued, or otherwise changed by the mutual consent of the union and the company.

Chapter 5. Wage Reopener Provisions

Collective bargaining agreements may be negotiated for 2 or 3 years or even longer. Although many terms of these longer agreements require no further attention until expiration, some, such as wages, may need occasional or periodic adjustment to reflect changes in productivity, consumer price levels, or other conditions over time.

Three major ways of adjusting wages during the term of the agreement are deferred wage increases, cost-of-living adjustments, and wage reopeners. Two types of these provisions are outside the scope of the study: Deferred wage increases which are negotiated and become automatic at specified times, and cost-of-living (escalator) clauses which are automatic for specified changes in the Consumer Price Index.

Reopener clauses, however, provide not for automatic adjustments but for negotiation of wage changes at specified times or under certain conditions. The clauses may apply to wages, to nonwage items such as pensions and benefits, or to both, but usually do not apply to the agreement as a whole.¹⁸ Wage reopeners have some advantage over deferred wage increases since negotiated rates—at least in theory—are based on current conditions instead of projected future conditions. Unlike escalator clauses, reopeners also can base rate changes on various circumstances, such as competitive wage levels, company finances, or productivity changes, in addition to the cost-of-living.

Of the 1,711 agreements reviewed in this study, 19 percent provide for wage reopeners, with 59 percent of the clauses appearing in nonmanufacturing. (See table 22.) More than 50 percent of the agreements in apparel, textile mill products, petroleum refining, and transportation contain the provisions.

Contingent and noncontingent reopeners

Basically, reopeners are of two types—at a stated time or contingent upon changes in economic conditions. Under a noncontingent reopener provision, the reopening usually is permitted at one specified time or more during the agreement term either automatically or at the option of one of the parties. A few clauses, however, permit reopening at any time. About 54 percent of the clauses are of the noncontingent type, and are found in most industries, including over 25 percent of the agreements in textiles, chemicals, and utilities. (See table 23.):

- (140) At any time after January 1, 1974, the union may request the association to negotiate a wage increase whereupon the parties shall meet for such purpose. Simultaneously with such notice or at any time thereafter, the union shall be able to terminate this

agreement by giving 60 days written notice of termination, unless agreement is reached on the wage increase. The union shall make such demand no more than once during the 12 months immediately following the date of any demand for a wage increase.

- (212) On October 20, 1974 and on October 19, 1975, this agreement will be re-opened for *wage rates only*.
- (213) Either party to this agreement shall have the right at any time to reopen the subject of hourly wage rates for negotiation, and the company agrees to make no reduction in established job rates without prior negotiation with the union.

Contingent reopeners, which may or may not have a time restriction, depend upon a possible future event. About 48 percent of the reopener clauses permit wage renegotiation if specified kinds of changes develop during the life of an agreement. Clauses of this type are most common in apparel and transportation agreements.

Contingencies allowing reopeners

Nearly half of the reopeners citing future events are contingent on changes in the economy that would diminish the purchasing power of wages originally negotiated. (See table 24.) The most frequently found provisions, relatively standard in Teamster (trucking) agreements, refer to war or other emergencies:

- (214) In the event of war or declaration of National Emergency during the life of this agreement, either party may reopen the same upon 60 days written notice and request renegotiation of matters dealing with wages and hours. . . .
- (215) In the event that a "National Emergency" is declared by the Federal Government, this Agreement may be reopened any time after August 29, 1977, by either party upon sixty days notice to the other party.

Almost as common are clauses allowing reopenings if wage controls are imposed (or abolished). These also often appear in Teamster contracts.

If controls are imposed, the parties may meet to negotiate terms that will meet legal requirements. If controls are abolished or relaxed, on the other hand, the parties may negotiate terms that previously were (or would have been) disallowed. The parties sometimes agree to cooperate in seeking government approval:

- (86) In the event of war, declaration of emergency or imposition of economic controls during the life of the agreement, either party may reopen the same upon 60 days written notice and request renegotiation of matters dealing with wages and hours. There shall be no limitation of time for such written notice. . . . If

¹⁸ The study excludes reopeners applying only to nonwage items.

Governmental approval of revisions should become necessary, all parties will cooperate to the utmost to attain such approval. The parties agree that the notice provided herein shall be accepted by all parties as compliance with the notice requirements of applicable law, so as to permit economic action at the expiration thereof.

- (216) In the event that wage guidelines are eliminated or raised 1% or more prior to March 1, 1974, either party may request that Article XI be reopened for wage negotiations with an effective date of March 1, 1974;

In the event that wage guidelines are eliminated or raised 1% or more prior to March 1, 1975, either party may request that Article XI be reopened for wage negotiations with an effective date of March 1, 1975; and

This paragraph provides for the possibility of a general increase in hourly wage rates only and does not permit reopenings of the contract for "fringe benefits" nor inequity adjustments until the last day of February 1976, at the earliest.

AGREED to this 11th day of June 1973.

- (217) In the event that wage and/or price controls are reinstated during the term of this agreement, the parties hereto shall make a joint submission to the agency monitoring wages to obtain such exceptions as may be necessary to fully implement this agreement. This agreement is subject to the prior approval of such agency and to the employer obtaining approval from appropriate Federal regulatory agencies of price increases in amounts necessary to pass along increased costs resulting from this agreement. If required or desirable, the union shall join the employer in his effort to obtain such price increase approval. In the event the agencies concerned with wage and/or price increases do not give their approval of this agreement or of the necessary price increases, the parties will renegotiate.

Some provisions allow reopening following changes in the minimum wage laws. Negotiations normally are concerned with maintaining a differential between the minimum wage set by law and the minimum wage paid by the company:

- (80) Should federal or state legislation be enacted increasing minimum wages under the law, the minimum wages under this agreement shall not be less than 20c above said legal minimum wage. It is further agreed that, upon any such increase in minimum wages, the union shall have the right to renegotiate upward the piece rate and wage structure of the employer-owned plants.

A small number of reopeners are contingent on changes (usually reductions) in working hours brought about by legislation or by negotiation. The union may try to negotiate higher rates per hour, to offset the otherwise reduced pay accompanying the shorter hours:

- (218) It is understood and agreed that if, during the term of this agreement, the current 40 hour week is reduced, the union shall have the right to reopen the agreement on the matter of wages by serving a 60 day notice within 10 days from the date the work week is reduced, if the union desires to do so. . . .

Although most agreements referring to the Consumer Price Index (CPI) provide for automatic changes in wages

with specified changes in the index level (escalator clauses), a few reopen the agreement if the CPI reaches a certain level. Virtually all of these were in manufacturing agreements, particularly in the apparel industry:

- (219) . . . In the event that the cost of living for February, 1977 shall be more than 5% higher than its level as of February, 1976, as shown by the Consumer Price Index of the U.S. Bureau of Labor Statistics for those months, then, in such event, the union shall have the right to request an increase in wages and scales for the workers covered by this agreement, such increase to become effective as of March 1, 1977. . . .

It is understood, with respect to any request made by the union for a cost of living increase pursuant to the foregoing provisions of this paragraph, that any increase granted pursuant to such request shall not exceed the percentage increase in the cost of living during the period involved, less 5%

Provisions which permit the agreement to be reopened if major changes in technology, or competitive or financial status, occur within the company or the industry are rare. A few agreements also allow reopening if certain other agreements (usually with similar terms) of the company or within the industry are reopened or renegotiated:

- (220) If, at any time from the execution of this agreement until the expiration hereof or of any extension thereof, there shall be a change in the wages, standards and minimums of workers in the primary market; namely, the major market industry contract with Local 91 of New York, resulting from a reopening clause of the I.L.G.W.U. agreement with such primary market, the parties will meet for the purpose of considering whether the wages, standards and minimums of workers employed in the Association shops shall be changed in a corresponding manner.

- (221) . . . This agreement is subject to reopening under the following conditions:

1. If the foundry industry in the Pacific Northwest arrives at a settlement that is higher in wage and fringe benefits than this agreement.
2. On March 1, 1974 and on March 1, 1975 to negotiate the following articles:
 - a. Wages
 - b. Pensions
 - c. Medical Benefits
 - d. Dental Benefits
 - e. Holidays
 - f. Vacations
3. If Wage and Price Controls are abolished or modified by Executive Order or because of the failure of Congress to extend the Economic Stabilization Act of 1970.

- (222) It is understood that if the company changes its operation to a centralized, mass production, automated machine shop, the union shall have the right to re-open the agreement for the sole purpose of discussing possible adjustments in hourly rates of pay.

- (223) In the event that at any time either the union or the company feels that changes in the company's competitive or economic

position justifies a different general level of wages in the plant, it may, by written notice, signify its desire that all or certain wage classifications or rates be changed and the matter then shall be negotiated. If, as a result of consideration of such notice, it is determined by negotiation or arbitration that any or all standard wage classifications or rates should be changed, such wage classifications or rates shall be adjusted, and the revised wage classifications or rates shall become the standard wage classifications or rates in place of those formerly in effect. Payment on a revised basis shall start on the date mutually agreed upon, or if a date cannot be agreed upon, shall become effective 30 days after written notice was served by the complaining party that a change was desired.

Automatic and optional reopeners

In addition to the requirements of time or conditions, most agreements establish whether—once these requirements are satisfied—initiating the reopener becomes automatic or remains the option of either party. This issue is dealt with in all 319 agreements having wage reopener provisions. (See table 25.)

In 32 agreements, noncontingent reopeners are scheduled to be discussed at a designated time, and in 28 agreements contingent reopeners are to take place automatically upon occurrence of the specified event. Automatic reopener clauses can be set aside, if conditions so require, by mutual consent. The clauses usually contain the words, “will be reopened” or “automatic.”

- (224) The employer and the union 30 days prior to February 1, 1976 shall confer with respect to the straight-time hourly rates of pay for all employees. If the parties by February 1, 1976 have not reached any conclusion with respect to the foregoing issue, then the discussion shall be continued for a further period of 60 days. Any agreement reached between the parties hereunder shall be effective as of February 1, 1976. . . .
- (225) This agreement shall become effective on July 1, 1975 and shall remain in force and effect until and including June 30, 1978 with the exception of Article 8 (Wages), Article 9 (Health and Welfare) and Article 10 (Pension), each of which will be reopened July 1, 1976 and July 1, 1977. . . .
- (226) It is understood this labor agreement shall be reopened for negotiation of wages for the third year of the contract. The reopening shall be limited to wages only with the right for either party to this contract to take economic action in the event it becomes necessary.

The most common type of arrangement, appearing in 115 scheduled and 83 contingent reopener provisions, requires the reopener to take place at the request of either party. During periods of rising wages and prices, the option generally is exercised by the union. Under unusual circumstances, as when a company is in financial difficulties, the company may request the reopener or the union may be persuaded not to exercise its option. If neither party requests reopening by a given date, the current agreement will continue unchanged until the next reopening period, or until expiration of the agreement:

- (227) This agreement shall become effective May 12, 1975, and shall remain in full force and effect through May 1, 1977. Either party may reopen negotiations 60 days in advance of May 3, 1976 solely for the purpose of changes in the Schedule of Hourly Base Rates. . . .
- (228) This agreement shall be in effect from June 14, 1975, through June 30, 1978. Either the union or contractors desiring to change the wages and fringe benefits shall notify the other party in writing not less than 60 days prior to June 30, 1976, or June 30, 1977, of a desire to amend that portion of the agreement under this paragraph. This agreement may also be opened for amendment at any time by mutual agreement of the union and the contractors. Any amendment made hereto or changes made under this paragraph during the life of the agreement shall be binding upon all persons represented by the Association and all other persons signatory hereto or otherwise bound hereby.
- (229) Irrespective of the provisions of Section 1 of this Article, this Agreement may be reopened by either party on April 1, 1975, for the purpose of negotiating and amending the following items only:
- a. Wage-rates
 - b. Pension fund contribution rates
 - c. Welfare fund contribution rates
 - d. Supplemental welfare fund contribution rates,

upon the condition that the party desiring the reopening of this agreement give the other party written notice of its desire to reopen at least 60 days prior to March 31, 1975, and in such notice specifies the items it specifically wishes to discuss. Failure to comply with the reopening and notice provisions specified herein shall result in a waiver of the right to reopen this agreement.

The option to reopen sometimes is granted to only one party—almost always, the union. This may be of little consequence during the present inflationary period. If a deflationary period occurs or is anticipated, employers now under such clauses might seek the right to reopen and attempt to negotiate downward adjustments in wages:

- (230) The union upon giving 30 days written notice to the other parties, shall have the right to open his agreement for the purpose of negotiation of hourly and mileage rates only.

A few clauses provide reopeners only by mutual consent of the parties. Aside from the specific reference to wages, these differ little from a large number of clauses excluded from this study—those that provide for any change in the agreement by mutual consent:¹⁹

- (176) The parties acknowledge that during the negotiations which resulted in this contract each had the unlimited opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all understandings and agreements arrived at by the parties set forth in this contract. Therefore, the company and the union for the term of this contract, agree that neither shall be obligated to

¹⁹ About 300 agreements contain such clauses, excluding numerous provisions appearing in “savings clauses,” which require reopening on any provision violating the law or made invalid by changes in the law. Wages are not mentioned specifically.

bargain collectively with regard to any matter which is properly the subject of collective bargaining, whether covered or not by this contract, unless specifically required to do so by the terms of this contract. It is further agreed, however, by mutual consent of the above parties that the contract may be reopened for discussion of specific items.

Advance notice of intent to reopen

Scheduled reopener provisions, other than those establishing automatic reopeners, typically provide that the party desiring to reopen give notice before the reopening date cited in the agreement. Advance notice also may be required following a contingency allowing a reopener.

Of the 319 agreements containing reopeners, 61 percent call for advance notice. (See table 26.) The periods range from less than 16 days to more than 90 days, although most were 60 or 90 days:

- (231) In the event of war, declaration of emergency, imposition of civilian wage controls by the United States Government during the life of this contract, either party may reopen the same upon 30 days' written notice and request renegotiation of matters dealing with wages and hours.
- (232) This agreement may be opened for wages and economic items on May 1, 1974 and May 1, 1975 by either party giving 3 months' advance notice to the other party. All other provisions of this agreement shall remain in full force and effect except as herein provided.

Under most clauses, the advance notice requirement does not mean negotiations will not start until expiration of the advance notice period, but that negotiations should be completed during that period. In other words, a specific date cited in a reopener clause is, in fact, usually the date upon which new wage rates or other negotiated terms are effective. Some agreements which are explicit on this point indicate negotiation will begin immediately following notice:

- (233) The union may, notwithstanding any other provisions of this agreement, reopen this agreement with respect to the sole subject of wages on September 1, 1976 and again on September 1, 1977 in the manner provided herein. In order to reopen this agreement on September 1, 1976, the union must give written notice thereof to the employer at least 90 days before September 1, 1976. If the union gives a proper reopening notice bargaining between the parties shall commence immediately. If no proper reopening notice is given, then the wages in effect immediately prior to September 1, 1976 shall remain in effect until September 1, 1977....

A few agreements establish one date for advance notice, and another for the beginning of negotiations. The timing of reopener procedures varies considerably. Notice may be allowed only on/or before a given date, on a given date, or within a specified period:

- (234) This agreement shall remain in effect from June 1, 1973 until and including May 31, 1976. It shall be deemed renewed

thereafter from year to year unless either party hereto gives written notice to the other party of its desire to amend, modify, or terminate the same. Such notice shall be served not earlier than 90 days, nor later than 60 days prior to the expiration date. Negotiations shall begin within 15 days from date of notice. Notices served under this section shall be in writing and shall be accompanied by the proposals of the notifying party.

This agreement is subject to reopening by either party on June 1, 1975 solely on the question of wages and no more than two specified items. Notice of such reopening shall be given in accordance with the above provisions of this section. In the event of reopening and failure to agree, either party shall be free to strike or to lock out, but solely on the subjects upon which the agreement has been opened, and the remaining provisions of the agreement shall remain in effect.

Although not exactly specific on the point, agreements having short notice periods may call for negotiation after the notice period:

- (87) If the Cost-of-Living Council, or any subdivision thereof, disapproves any economic term of this agreement on/or after April 21, 1973, the union may, on 10 days' written notice to the R.A.B., cancel this agreement or renegotiate the economic terms of this agreement. In the event that any provision of this contract requires approval of any government agency, the R.A.B. shall cooperate with the union with respect thereto.

No notice is provided under a substantial number of clauses. A few specifically indicate that the usual notice required before the termination date of the agreement would be waived:

- (235) It is hereby agreed that the parties will meet for the purpose of negotiating changes in wages and fringe benefits prior to March 31, 1977, and the 60 day notice as set forth above will not be required in connection with the monetary negotiations.

Procedure upon failure to reach agreement

The specific date mentioned in a timed or fixed date reopener provision is generally not only the date upon which negotiations are to be concluded, but the date after which, if no agreement has been reached, a strike, lockout, arbitration, or other impasse procedure may become effective. Although some agreements do not limit the negotiation period, many are quite explicit. Contingent reopener provisions, while obviously not establishing specific reopening dates, also may limit the negotiating period. Clauses requiring negotiations to end by a specific date may be intended to discourage intentional delays by either party:

- (236) Negotiations for changes in the agreement, including monetary considerations to become effective June 1, 1977, will be commenced not later than February 1, 1977 and concluded not later than May 1, 1977. If agreement has not been reached by May 1st, then provisions for the resolution of the impasse as stated above will become effective.
- (237) In the event that it should be determined by competent governmental authority that any wage rates or wage schedules

or other financial benefits in this agreement are in conflict with any legislation or governmental regulation, the parties hereto agree that upon written notice from the other party they will renegotiate for modifications of such items and if they are unable to arrive at an agreement within 30 days after delivery of such notice, then either party may terminate this agreement by 60 days' written notice to the other.

References to procedures following failure to reach settlement are found in 58 percent of the agreements, primarily in manufacturing, with the most common in apparel. (See table 27.)

Unresolved issues are to be taken before an arbitrator in about 1 in 6 of the reopener provisions. Resort to such a procedure, while rare in disputes over new contract terms, apparently is used here to keep the rest of the contract intact and to avoid a walkout over a single issue:

(238) In the event of inflation, or further rise in the cost-of-living takes place during the term of this agreement, the union shall have the right to take up with the employer the question of an upward revision in wages to be paid to the employees, to compensate for such changed conditions. The Cost-of-Living Index of the Bureau of Labor Statistics of the United States Department of Labor for the City of New York shall be the basis for measuring the change in the cost-of-living. Should both parties be unable to agree, it shall be considered a dispute and may be submitted by either party for arbitration before the Impartial Chairman. . . .

(239) If any law or executive order as written, issues, amended or rescinded, permanently preclude the full implementation of the economic provisions of the collective bargaining agreement but does not preclude the parties from agreeing to and implementing any substitute and/or supplemental wage or benefit items up to the full value of the economic provisions of the collective bargaining agreement not then or previously implemented, the company and the union shall meet for the purpose of mutually agreeing to such substitute or supplemental wage or benefit items. In the event the company and the union are unable to agree, any dispute shall be referred to the Arbitrator who shall have the authority to determine and award such substitute and/or supplemental wage or benefit items as will provide the full value or equivalent worth of any economic provision of the collective bargaining agreement to the extent any such provision has not been previously implemented.

(240) This agreement shall remain in full force and effect until March 31, 1977 except that either the company or the union shall have the right, upon 60 days' prior written notice, to reopen the agreement as of March 31, 1976 for the negotiation of changes in wage rates. Should notice of reopening be given, there shall be open for negotiations, in addition to wage rates, the question of whether the term of the agreement shall be further extended to and including March 31, 1978, with the further right to either party to reopen the agreement upon at least 60 days' prior written notice, as of March 31, 1977, for the negotiation of changes in wage rates. A notice of reopening shall specify the wage adjustments requested. Upon submission of such notice, negotiations shall begin at least 40 days prior to the reopening date, and all matters open for negotiation and not disposed of by that date or such later date as may be mutually agreed upon shall be determined by an Arbitration Board appointed and acting in accordance with the provisions of Article VIII of this agreement. . . .

Under the most widely used procedure, if an impasse occurs over reopener negotiations, the union is free to strike and the company to lock out employees:

(241) Both the union and company shall have the right to reopen this contract for the negotiation of the wage rates set out in Exhibit B on May 12, 1974 and again on May 12, 1975 upon giving the other party 60 days' prior written notice of its intention to do so in each case; provided, however, that such 60 days' written notice shall not be effective prior to March 12, 1974 and March 12, 1975, respectively. If the parties fail to agree on the above matters 60 days after said notice is served on the other party, then the union without violating any provision of this contract shall be free to strike to enforce its demands, and the company without violating any provision of this contract shall be free to lock out to enforce its demands.

(242) This agreement may be opened by written notice given 60 days prior to July 1, 1976 and 60 days prior to July 1, 1977 only on wage rates, fringe benefits or any of them, by either of the collective bargaining representatives. It is agreed that in the event either should exercise its rights under this paragraph, they will for a period of 60 days after receipt of such notice bargain exclusively with each other with respect to wage rates, fringe benefits or any of them, as specified in the opening notice. In the event that no agreement has been reached at the end of the 60 day period, Section 18.00.00 of this agreement shall become inoperative and either may strike or lock out or engage in other lawful use of economic force in support of its demands.

If settlement is not reached by a given date, negotiations in a small number of reopener provisions may be extended and the wage rates made retroactive to the date of settlement. The same retroactivity, of course, may be stipulated as part of the settlement itself, or implied or understood by the parties to other reopening negotiations:

(243) If the parties are unable to reach an agreement on the proposed changes within the said 60 days, they may by mutual consent extend the time for negotiations and any settlement reached after March 1st of the appropriate year shall be retroactive to that date. It is mutually agreed that, should the parties hereto fail to reach an agreement by the appropriate March 1st, or during such extension of time, either party shall be free to strike or lock out. Any settlement thereafter reached shall be retroactive to the first day of March of the appropriate year.

Failure to reach agreement within a specified period would terminate 12 of the contracts studied. Although not cited in the provision, termination ordinarily results in a strike or lock out:

(244) Either party hereto shall have the right on one occasion only on/or after September 1, 1975, to give 60 days' written notice to the other party requesting a conference for the purpose of negotiating a change in the basic wage scale. . . . Such conference shall begin within 30 days from the date such written notice is given. In the event the parties fail to reach an agreement on the aforementioned reopener within 60 days from the time written notice is given, this agreement shall terminate at the end of the 60 day period.

Automatic wage changes not related to the CPI

Agreements providing for automatic wage changes during the term of the contract usually specify deferred wage increases at predetermined intervals, establish escalator clauses relating wage changes to changes in the CPI, or both. These widespread provisions are not included in this study.

A relatively small number (77) of agreements studied provide for automatic wage adjustments based on other criteria. (See table 28.) The conditions cited are often identical with those permitting contingent reopeners.

Most provisions, including those in apparel, are designed to maintain a differential between the legal minimum wage and the lowest wages paid under the agreement. Should minimum wages increase under the Federal Labor Standards Act (FLSA) or State law, wages of the lower rated employees automatically increase by an amount necessary to maintain the differential. Scales of other employees may not be affected:

(245) If during the term of this agreement there shall be an increase in the level of the Federal Minimum Wage (F.L.S.A.), the starting rates for General Time Workers I and General Workers II shall be increased to an amount ten cents above the then applicable Federal Minimum Wage, effective on the date of said increase. The amounts then to be paid at each periodic increment shall be determined by the employer and the union by mutual agreement. Neither the number of months of progression, nor the experienced rate shall be increased.

(79) In the event of a new minimum wage law becomes effective during the term of this agreement, the employees whose wages would be affected thereby, shall immediately receive an increase of 5¢ per hour over and above said minimum wage law regardless of the wage scales contained herein.

A small number of agreements provide for automatic changes based on changing wage levels in the area in the industry, or in other plants of the company. Decreases as well as increases are sometimes permitted. Although not usually mentioned in the agreements, data for determin-

ing new wage levels may be based on BLS Area Wage Surveys.²⁰ Contracts sometimes provide for independent surveys:

(246) The rate of pay for each of the journeyman craft maintenance classifications in Local 187 T.W.I.U. will be maintained at the same rate of pay as the comparable journeyman craft maintenance classification in the employer's Louisville, Kentucky, plant as set forth below from April 1, 1974, to the expiration date of this agreement. The rate of pay for the other journeyman craft maintenance classifications in Local 187 that do not have comparable journeyman craft maintenance classifications in the employer's Louisville, Kentucky, plant are set forth below. It is agreed that any wage adjustments for the craft maintenance classifications in Local 187 T.W.I.U. will be limited to the amount necessary to bring the Local 187 T.W.I.U. craft rates to the level of the Louisville Branch rates and there will be no other negotiation of rates. All present occupants of the Class A classification are included in this agreement as journeyman and it is agreed that future occupants of these classifications must qualify as a journeyman craftsmen.

(247) It is agreed that if during the life of this agreement, Lathers Local 440, should receive a wage increase or an increase in Fringe Benefits, then Lathers Local 42 shall receive the same wage and/or Fringe Benefit increase. To be effective, on the 21st of May. This is contingent upon Local 440 not having any "Me-Too" with any other contract.

A few agreements provide for no reduction in employees' basic earnings if legislation reduces the workweek. In effect, hourly wages would be increased automatically:

(248) In the event that legislation, Federal, State, or Municipal, shall be enacted reducing the workweek below that specified in this agreement, such reduction of the workweek shall be put into effect with no reduction in the weekly wage.

²⁰ BLS Area Wage Surveys, conducted in 70 metropolitan areas annually, present average straight-time earnings and distributions of earnings for approximately 60 selected office clerical, professional and technical, maintenance and powerplant, and custodial and material movement occupations.

Chapter 6. Allowances

An allowance compensates an employee for a necessary expense incurred in the line of duty. Company-paid allowances are of various types, and may apply to items such as tools, work clothing, parking, transportation, and other travel expenses. Broadly defined, an “allowance” means the company either will furnish the necessary item, reimburse the employee for its cost, or provide a fixed amount over or under the actual cost. Allowances are not actual payments for employee services, but for expenses related to these services.

Travel expenses

An employee required to travel, such as a utilities repairer or a construction worker assigned to work at a remote job site, usually is provided food, lodging, and transportation. An employee may view travel expenses as a necessary reimbursement since the trip is made for the convenience of the company and usually represents an extra expense for the employee.

Per diem, meals and lodging. Many of the 425 sample agreements refer to company payment for food lodging, or both. (See table 29.) A small number of agreements (45) require the company to pay a per-diem allowance in lieu of separate payments for food, lodging and, sometimes, other incidental expenses such as local transportation.²¹ The per-diem fixed amount may exceed actual expenses for the employee who economizes but may not cover expenses for the employee who does not economize:

- (249) Subsistence pay shall be paid employees at the rate of \$10.00 for each working day on the job, on jobs located more than 30 miles from the nearest point of the city limits of Minneapolis and St. Paul.
- (250) Any local employee required to sleep away from home shall be paid for hotel and meal expenses as follows:
- | | |
|------------------------|---------|
| Effective 7/1/73 | \$14.00 |
| Effective 7/1/74 | 15.25 |
| Effective 7/1/75 | 16.50 |

Separate allowances for reimbursements for room and board are more common. Clauses calling for reimbursement may require that expenses be held to reasonable amounts, or that the employee present receipts to prove expenditures:

²¹ Transportation expenses for overnight trips generally are paid separately.

- (251) When the temporary assignment is of a nature where the employee is to remain for more than one day in the vicinity of the job location, the company will pay for meals, lodging and other expenses properly chargeable because of the assignment, including reimbursement for laundry charges incurred when assignment is for longer than one calendar week, or where there are unusual circumstances.
- (252) If, in the opinion of the company, a temporary transfer is required resulting in overnight lodging and meals, such employee shall be reimbursed for reasonable expenses incurred.
- (253) The company shall compensate truck drivers licensed for overnight lodging upon presentation by employee of a proper receipt for such expense.

The company may furnish room and board due to the nature of the work location—for example, if it is remote or lacking any or sufficient commercial facilities. Because of ambiguities in agreement language, however, “furnish” does not always mean the company actually provides the facilities. The provision may mention that the food and lodging provided must conform to Federal or State laws:

- (254) Employees will be required to live at contractor-provided camps. Employees will be furnished room and board at no cost to them. The contractor shall not pay or negotiate any cash or other remuneration in lieu of furnishing such room and board. Such room and board requirements shall be satisfied if the facilities meet the required standards for camp conditions prescribed by applicable laws.
- (118) The contractor may provide and maintain acceptable room and board on or immediately adjacent to the project, 7 days per week in compliance with California State Laws.
- (255) If a man is sent out of the Port of Mobile, . . . The company shall furnish all transportation, lodging, board, and other necessary expenses until the worker returns to the plant.

A small number of agreements allow the company a choice of procedures. This lets the employer select the most convenient or least expensive alternative:

- (256) When conditions require that an employee shall work at such a distance from his regular headquarters that returning to his headquarters each day would be impracticable, the company at its option shall either provide transportation, meals and lodging or reimburse the employee to a reasonable amount for expenses incurred.
- (257) If a driver is required to layover on any trip, the employer shall furnish sanitary lodging. In lieu of the employer furnishing sanitary lodging, the employee shall be reimbursed for actual cost of room upon presentation of a reasonable bill that is received. . . .

Transportation. The company normally bears the transportation expense when it requires employees to travel beyond normal commuting distances (trips usually requiring employees to remain overnight or longer, for convenience, termed "out-of-town.") Under some circumstances, the company also may pay for local transportation, as, for example, if an employee must divide his or her time between two or more local plants, stores, or job sites. Agreement provisions related to either local or out-of-town transportation are present in one-third of the 425 sample agreements.²² (See table 30.)

The wording for both out-of-town and local transportation expense clauses follows a somewhat similar pattern, and often describes the mode of transportation to be used. The type of transportation actually used, of course, depends on the availability of public transportation and company or employee-owned vehicles.

Clauses often provide for a private vehicle allowance, generally in cents per mile. The use of an employee's own car (as might be stipulated in the terms of employment) may be the most practical if travel is too intermittent to warrant company-owned vehicles or if trips do not conform to routes or schedules for public transportation:

(258) An employee, except a commission employee, who drives his automobile on trips requested by the location manager shall be paid for such use of his automobile at the rate of \$.13 per mile. A commission salesman shall receive mileage at the rate of \$.13 per mile up to a maximum of 2% of his monthly personal net sales when his automobile is used in conjunction with selling duties.

(259) . . . an employee will be permitted to use his own car to travel to a temporary assignment in a different city or town not more than 500 miles distant, and shall be reimbursed as follows:

- (1) Actual travel time limited to a maximum of eight hours at straight time rates of pay.
- (2) Mileage at the rate of ten cents per mile or the equivalent of air coach fare whichever is lower. Trips in excess of 500 miles may be authorized by the company subject to the above limitations on reimbursement. . . .

(252) Whenever an employee is transferred to a store beyond a radius of 10 miles from the area of his present store and transfer necessitates extra transportation costs he shall receive mileage allowance at the rate of 12¢ cents per mile for the extra miles traveled, in excess of 10 miles, one way.

Somewhat fewer contracts specify that employers furnish transportation. The transportation vehicles, often unspecified, can range from company cars to trucks, buses, or personnel carriers used to transport numbers of employees between worksites. As with food and lodging, the term "furnish" may not always indicate that the com-

²² The relative infrequency of these provisions may be expected, since many employees have no occasion to travel. Some agreements are ambiguous as to whether trips are local or more distant. References to minimum distances to travel outside a union's jurisdiction (between cities, or to meals and lodging) are taken to indicate out-of-town travel.

pany owns, leases, and provides the actual vehicles:

(260) . . . Employers shall furnish transportation both ways, and meals.

(261) Transportation furnished to and from stage fields or other locations at Fort Rucker at a distance reasonable requiring transportation will be in vehicles or aircraft furnished to the company by the military for that purpose. . . .

Public transportation, via bus, plane, or train, is to be paid for by the employer in a relatively small number of provisions. To provide flexibility, public transportation may be one of several choices:

(262) When the company authorizes one of the following means of transportation, the employee will be reimbursed for the cost of the type of transportation authorized and utilized.

1. Commercial airline.
2. Common carrier bus.
3. Railroad and Pullman accommodations not in excess of a lower berth when travel is between the hours of 11:00 P.M. and 7:00 A.M. or continues into or begin within such period.
4. Railroad coach when travel is between the hours of 7:00 A.M. and 11:00 P.M.

(263) Such employees shall be reimbursed for public transportation expense if used, or be granted mileage allowance at the rate of 14¢ per mile, if the employee provides the vehicle to be used.

(264) Employees shall be permitted to return to their work area from the temporarily assigned distant job location each weekend except in instances of extreme emergency or special assignments where work in progress cannot be interrupted. The company may, at its option, provide transportation by company conveyance, public transportation or, in lieu thereof, by paying mileage when the use of an employee's personal vehicle is authorized

In some instances, the company is to pay transportation expense, but neither the allowance procedure nor the mode of transportation is specified. Depending on the understanding of the parties, this may allow the employer or employee options regarding cost or convenience:

(265) When Journeymen and Apprentice plumbers are required to leave the jurisdiction of the Local Union to get to a job, and the distance or conditions of travel are such that they cannot get home at night, the employer shall pay board and transportation.

(266) If an employee is assigned to be away from his/her headquarters location for a period of several weeks either for work or schooling, the following rules will govern:

If the highway distance between the school or work location and the headquarters location is less than sixty miles, he/she will return to his/her headquarters location each week on company time and at company expense.

If the highway distance is sixty miles or more, he/she will be permitted to travel back and forth on company time at company expense at the end of each three-week period.

(267) If an employee is required by the employer to travel from one store to another during the course of his work day, . . .

The employer agrees to provide transportation. The method of transportation shall be determined by the employer, but in no event shall it be at the expense of the employee. . . .

Travel time. In addition to paying for transportation, meals, and lodging, the employer often compensates employees for travel time. Of the sample agreements, 60 refer to local and 69 to out-of-town travel time. (See table 31.) Some provisions restrict compensation to travel during regular working hours; if not paid, such travel time would represent a loss of earnings. Travel time during working hours normally is paid at the straight-time rate:

(268) When men are sent outside of the jurisdiction of the union by the employer, they shall be paid straight time . . . when traveling during regular schedule of hours, by the employer. . . .

Under a number of agreements, the employer pays for travel time to and from work without reference to regular working hours. Some clauses, however, suggest that the travel is before or after the normal workday or workweek:

(53) The company will provide transportation at the beginning and end of the workweek and/or work assignment with this transportation and/or travel time being at company expense. . . .

(228) To all jobs in Zone 4, one round trip travel time shall be paid at a straight time rate in Zone 1, based on a 45 mile per hour average, plus a car allowance of \$.15 cents per mile computed from the base point to the job site, over the shortest, safe and feasible route as agreed between the business manager and the contractor.

(269) It is agreed that when employees covered by this agreement are directed by their employer to work outside the territorial jurisdiction of the Twin City Carpenters District Council traveling time to and from the job shall be paid. . . .

(177) Employees at campsite shall receive travel allowance at straight-time rate from the campsite to jobsite and back to campsite with safe and suitable transportation furnished by the contractor in compliance with Nevada State Laws.

Employees who must travel on days off, holidays, or during other times outside regular hours sometimes are compensated at a premium rate. Limitations on time and conditions subject to payment often are imposed:

(270) Time spent in traveling from one job location to another or between permanent headquarters and temporary headquarters, headquarters to job, or job to headquarters shall be treated as follows:

Within scheduled work period, the same as regular work and paid for at the basic rate. Outside scheduled work periods the same as overtime work and paid for accordingly except when an employee is assigned to a temporary location and Article 19 applies, or when an employee is a passenger on public transportation destined to a point outside the geographical area served by the company, no

time shall be paid for outside the scheduled hours. Employees will be paid 8 hours straight time out of each 24 hours of traveling time, except no time shall be paid for outside the hours that correspond to the scheduled work period.

(271) . . . When salaried employees temporarily are required to work their full shift at a division or location other than their regularly assigned place of work and such division or location is 15 miles or more one way from the regular place of work, the time required to drive all miles over and above excess mileage of 10 miles each way may be compensated for use of the applicable overtime or extended workweek compensation plan. . . .

(259) When employees are required to travel on scheduled days off, Sundays and holidays, they shall be paid for all travel time but no less than four hours at the applicable rate of pay. However, if the employee is provided with sleeping accommodations which will permit a normal night's rest, he shall receive four hours' pay at the applicable rate for the travel time but if he travels within the hours of his normal workweek tour, he shall be paid for all such travel time limited to a maximum of eight hours and a minimum of four hours at the applicable rate of pay.

When employees are required to travel on regular work-days during hours which are within their normal assigned tours, they shall be paid at their regular rates of pay for such traveling hours.

Miscellaneous travel expenses. Agreements occasionally provide for various other allowances for job-related travel:

	<i>Agreements</i>	<i>Workers (thousands)</i>
Total sample agreements	425	2,686.5
Tolls, ferry fees, etc.	20	240.4
Licenses	7	163.3
Taxicab or rental vehicles	6	14.7
Traffic violations	9	177.2
Telephone	15	59.2

Truckers and others who travel regularly may be reimbursed or receive allowances for payment of tolls or ferry fees, licenses, or permits.²³ A few clauses provide company payment of taxicab fares or expenses for rented vehicles when required by the job:

(272) A driver who is out of town and must leave his vehicle when he goes off duty overnight and who takes a taxi to his lodging shall be allowed up to \$5.00 for round-trip taxi-fare, limited to one such allowance per day to be paid on meter receipt.

(33) . . . An employee shall . . . be reimbursed for tolls and parking fees incurred during the course of assigned duties. . . .

(273) It is further agreed that where it is necessary for employees covered by this agreement to travel by ferry or toll bridge charges of 50¢ or more will be paid by the employer upon presentation of valid receipts.

Employers also may pay for some traffic violations the employee incurs in the line of duty. Fines for violations

²³A few clauses provide licenses not related to travel, as welders certification.

stemming from careless driving may not be included, however. Employers also may assume the penalties imposed for overloading a vehicle:

- (274) An employee required to appear in court on traffic violations (other than speeding, passing traffic signals or similar offenses) incurred in the course of his employment, shall be paid for time spent in court and should any fine be imposed, such fines shall be paid by the employer. Employees shall not be held responsible for overloaded or overlength vehicles. Whenever a driver is penalized because of such connection with such overload, the employer shall bear all cost in connection with overload penalty and shall pay all damages assessed against the employee, including accrued overtime, for delay and/or any lost earning opportunity that the employee might suffer. . . .
- (275) In the event a driver is arrested with an overload, the employer shall pay all fines plus all waiting time, except that waiting time will not be paid when the driver knowingly of his own volition, and without knowledge of the employer, overloaded his truck.

Telephone expenses of the employee that are job related may be paid by the employer under certain conditions, as indicated by 15 of the sample agreements studied. Under some clauses, employees in travel status may be reimbursed for necessary telephone calls to their home plant or office. Under other provisions, the employer may pay the basic charges for telephone service installed in the employee's home; normally, this payment is made only if the employer requires the worker to be "on call", as in an emergency, during periods outside normal working hours:

- (127) . . . The company shall pay all legitimate and reasonable business expenses which are documented by receipt including meals, local transportation, laundry and telephone costs. Local management will arrange a reasonable cash advance prior to the commencement of such travel. . . .
- (126) When the company requires any employee to have a telephone, it shall notify such employee in writing of this requirement. In such case, the company shall pay the telephone bill of the employee (except personal longdistance charges) until the requirement is cancelled in writing. No employee's telephone number will be listed under the company's name in the telephone directory.

Parking

Under 34 of the 425 sample agreements examined, the company is to provide free parking facilities or allowances:

	<i>Agreements</i>	<i>Workers (thousands)</i>
Total sample agreements . . .	425	2,686.5
Total with parking provisions . . .	34	365.3
Parking facilities furnished . . .	11	181.4
Parking allowance or Reimbursement	12	48.2
Parking furnished or allowance	11	135.7

Employers often supply free parking on company-owned or leased property near their permanent place of business. To protect employees' cars parked at night or in isolated areas, employers also may provide safeguards such as lighting, guards, fencing, and locked entrances during working hours:

- (276) The employer shall make every effort to provide parking in downtown congested areas.
- (277) The employer shall provide parking at no cost to the employee when free space is not available within 3 blocks of the job site.
- (278) The company is to provide a proper parking lot at all times with proper lighting conditions at all times. The company shall provide an elevated police booth so that guards can observe the parking lots at all times, and gates are to remain open at all times where employees enter and exit from the plant.

When no company lot is available, as during work away from headquarters or on a construction site, employees may receive a parking allowance or reimbursement for all or part of their parking expense:

- (279) When an employee reports for work within the 30-mile studio zone other than at a studio, the employer will pay for parking in a supervised public parking lot. If no such public parking is available, the employer will provide supervised or secured parking.
- (280) On all downtown Houston work, contractor is to furnish parking space or pay employee one dollar per day for parking. In order to qualify for reimbursement, employee must have been placed on contractor's payroll and started work that day and must present ticket or receipt to contractor. Downtown is defined as follows: the area bounded by five blocks on each side of Main Street, from Buffalo Bayou to Bissonnet Street, as well as the Texas Medical Center.
- (281) Reimbursement will be made to all employees where job site conditions indicate a problem. Reimbursement will be made only for parking paid. Determination of conditions will be made prior to each job by a representative of the employees and the employer and will prevail throughout the duration of that job. Where bussing is required adequate provisions will be made for full insurance coverage for all participants.

Meal allowances—nontravel status

In addition to allowances for meals discussed in the section on travel allowances, agreements sometime require employers to provide meals, meal allowances, or reimbursements to employees during regular or overtime hours. Of the 425 sample agreements examined, 96 refer to company-paid meals. (See table 32.)

Most paid-meals provisions apply to workers required to work overtime substantially beyond their normal schedules or past their normal meal periods. Paid meal periods also may be provided. Additional meals may be required if overtime exceeds specified limits. Under the majority of clauses, the worker is reimbursed or given an

allowance—often a meal ticket. Some provisions require meals to be purchased in the company cafeteria:

(282) A. A meal ticket shall be issued by the company to any employee who:

1. is required to work 11 consecutive hours, or
2. is notified to report for work with less than 1 hour prior notice and is required to work 4 consecutive hours.

B. An additional meal ticket shall be issued by the company to an employee qualifying for the benefit of A. 1. above for each additional 4 consecutive hours worked beyond 11 hours, and to an employee qualifying for the benefits of A. 2. above if he is required to work for 8 consecutive hours; provided that an employee other than a regular employee shall not be entitled to the benefit of A. 2. above unless he then has an established work schedule.

C. Effective July 1, 1974, an employee who qualified for a meal ticket, as outlined in A. or B. above, shall be issued a meal ticket valued at \$4.00 maximum, plus sales tax. Effective June 1, 1975, the meal ticket value will be changed to \$4.25 maximum, plus sales tax.

A meal ticket used during an employee's work time must be used at the cafeteria, providing the cafeteria is open at a suitable time. If an employee elects to work until the end of a scheduled work period without using a meal ticket he has received, it can be used either in the cafeteria or at a restaurant in the . . . area for which arrangements have been made to accept . . . company meal tickets.

(283) The company agrees to furnish a meal allowance in the amount of \$1.50 to employees required by the company to work 3 hours past their regular quitting time.

Some agreements indicate the company is to furnish the meals. As with other clauses of this type, the term "furnish" sometimes may be taken to include money payment in lieu of the actual service. However, the employer may provide actual meals to employees working during periods when outside meal facilities are not available:

(153) In the case of overtime, the company shall furnish a meal to any employee who is requested to, and does work in excess of nine hours, and shall furnish a meal every four hours thereafter while working.

In the case of scheduled nine and one-half or ten-hour days, no meal will be furnished if the schedule provides no more than five hours work before or after the scheduled paid lunch period as provided in Section 20 of this Article.

Employees called in on short notice shall be provided a meal every four hours.

Meals at company expense during regular working hours are generally rare, but are common in the restaurant, hospital, maritime, and other industries in which meals are served routinely to others besides employees. The meals often are a perquisite of the job. For waiters, waitresses, and some other occupations, meals, along with tips, help compensate for relatively low basic wages. Clauses usually stipulate that meals will be furnished or allowances will be paid:

(284) Employees working in catering establishments where hot meals are not served shall receive an allowance of \$1.00 per meal in addition to wages.

Waiters, waitresses and bus persons working 8 hours on split shifts shall be entitled to 2 meals. Employees working a straight shift of 6 hours or more shall be entitled to 2 meals. Employees working a 4 hour shift or less or banquets shall be entitled to 1 meal.

All bartenders working in establishments where food is prepared and served shall receive 2 meals per 8 hour shifts or 1 meal for a short shift.

(285) All employees covered by this agreement who are connected with the culinary or dietary department shall be entitled to meals as follows. When they work up to 3 hours in any 1 day, 1 meal; when they work more than 3 hours up to 6 hours, 2 meals; when they work more than 6 hours, 3 meals. These meals shall be furnished without deduction in their compensation. In the event meals shall not be available . . . a credit shall be given to such employees amounting to 50 cents for each meal which shall not be available.

Discounted and free items

Employers occasionally provide goods or services that are their stock in trade to employees at a discount or at no cost. These perquisites of employment are not necessarily the outcome of negotiations, but are provided as a matter of company policy.

Only 6 of the 425 sample agreements examined contain such provisions.²⁴ They are found in retail trade agreements where discounts are offered on purchases. A few permit free transportation. Rarely is the privilege extended to members of the employee's family:

(286) Effective January 1, 1975, the employee discount policy shall be amended to provide for a 20 percent discount in all wearing apparel departments (including departments in the Young World and Fashion Accessory Divisions); and a 15 percent discount in all other departments in which the discount is currently 10 percent.

Bona fide dependents of employees shall be entitled to the foregoing discounts.

Use of the discount privilege by employees and their bona fide dependents shall continue to be subject to the employer's rules and regulations as shall be set forth on the shopping card.

(287) Effective July 1, 1973, the company agrees to provide an additional 10 percent (not to exceed 25 percent) for the purchase of work pants of the chino type for male employees under such administrative controls as are established by the company. Female employees shall be entitled to take same discount with the same conditions for the purchase of work-type slacks. Also the company agrees to provide a discount of 25 percent for female employees for separates which are purchased as an ensemble provided they meet the following requirements:

²⁴Not included are meals or meal allowances provided under restaurant agreements and reported in the section on paid meals.

- (1) They must be from the same manufacturer and designed to be worn as coordinates. They must also meet company standards as clothing to wear to work with respect to color, fabric and style.
 - (2) They must be purchased at the same time and recorded on the same salescheck.
 - (3) When a separate is bought as a single item, that is, shirt, blouse, pants, etc., the discount will be 15 percent.
 - (4) The discount applies only to clothing purchased for the employee's own use, not to purchases by or for dependents, or for gifts.
 - (5) All clothing purchased by a female employee must be tried on at the time of sale.
 - (6) An executive with Blue Lead Signature must authorize each 25 percent discount salescheck and all standard discount policies and procedures will apply.
- (288) The company agrees that it will maintain a method of purchasing brown goods from Admiral Corporation through the Peoria Distributor. Arrangements can be made in the Personnel Office.
- (289) The present practice of free city and suburban transportation for Milwaukee & Suburban Transport Corporation employees covered by this agreement on operating, maintenance and construction work shall be continued.

Tools

The personal or hand tools used by the employee often represent a considerable investment. Employee expenditures to purchase and maintain work tools may be viewed as an offset against earnings. Many agreements, however, require the employer to provide or replace hand tools, and others require the employer to provide safe storage or insurance for the tools rented by employees.

	<i>Workers Agreements (thousands)</i>	
Total sample agreements	425	2,686.5
Total referring to employer		
Expenses for tools	166	1,238.9
Furnished or monetary allowance . .	131	1,044.6
Repaired or replaced	65	216.8
Stored	46	269.2
Insured	18	168.4

Tools or a tool allowance must be provided by the employer in over 30 percent of the sample agreements. Company-furnished tools ordinarily remain the property of the employer, and the employee may be held responsible for their care. Rather than provide tools, the employer may pay an employee a periodic tool allowance. Under this arrangement the tools purchased belong to the employee:

- (146) The employer shall furnish all the required equipment and tools necessary for the employment, without cost to the employee.
- (290) The employer will furnish all tools necessary to complete the work. Every precaution will be taken by the employees against loss or misuse of tools. The employer may keep a record of his tools to guard against loss or damage of his equipment. Employees who receive tools from their employers shall be responsible for such tools. Loss or misuse of the employer's tools by the employee to whom they are furnished is adequate reason for discharge. The parties agree to develop an informational program regarding the care, loss and misuse of tools.
- (122) The company will pay a yearly tool allowance of \$60.00 to journeymen and lead mechanics, with the exception of painters; such allowance to be paid at the end of the contract year. Employees advanced to journeymen status during the contract year will receive pro-rata tool allowance calculated on the basis of full weeks served in journeymen status as related to 52 weeks. A pro-rata allowance based on the length of time served during the contract year in journeyman or above status will be paid to terminating employees.

The employer who furnishes tools usually is responsible for repairing or replacing those worn out or damaged in normal use. In some instances the employer assumes the cost of replacing broken or worn out tools belonging to employees:

- (106) An employee on a skilled classification who is required by the company to furnish the standard tools of his classification of work, shall have such tools replaced by the company without cost to the employee if they are broken or worn out in the performance of his work. The broken or worn out items must be turned in to the company for replacement.
- (120) Employees will furnish the listed tools of their job and the company will replace all made in U.S.A. listed tools which are broken or become worn to the extent that their use is hazardous in the routing performance of the employee's duties. Such replacement tools will also be made in U.S.A. tools and of comparable quality to the tools being replaced.

An employer may also protect an employee's own investment in tools. A locked, safe place may be provided for storage of the tools when not in use. Occasionally, the employer may insure an employee's tools against loss or theft for limited amounts. A "deductible" clause may require employees to absorb smaller losses:

- (291) The employer shall furnish a suitable tool and clothing locker. The locker shall have the door hinged in such a way that the hinges cannot be taken off while the door is closed without breaking the door.
- (292) Each job of sufficient size and length to justify same shall be provided with a shed or room for employees to change their clothes and keep their tools, this shed or room not to be used for bulk storage of contractors' equipment.
- (293) In the event of complete loss of all personal hand tools in the employee's tool box as a result of fire or theft by forcible entry onto employer premises, and subject to a \$500.00 maximum, less a \$50.00 deductible, the employer will replace, (or if he elects, will reimburse) with comparable tools. Claims will only be honored for tools which have been listed on an appropriate inventory schedule filed with the employer by the employee prior to the loss. The employer reserves the right to exclude from such coverage tools clearly not needed for the employee's work at the plant. Employees shall keep the employer advised whenever they remove their tools from the employer's premises.
- (133) At such times when carpenters leave their tools on the job, the employer shall provide a place for storage in a locked building at the end of the work day. The employer will be responsible for any loss of tools incurred by fire, theft, or any other occasion or event which may occur during the time of storage. In the event of such loss for any reason the employer will be liable for such employee's tools in an amount not to exceed \$250.00 per employee.

Work clothing

The employer often furnishes and maintains work clothing, particularly for employees who are required to wear uniforms or who work at jobs where clothing is subject to damage or heavy soiling. Clothing provided by the employer may be viewed as an allowance representing a saving to the employee. Work clothing or uniform clauses appear in 145 of the sample agreements. Most of these obligate the employer to furnish and maintain work clothing or uniforms at no cost to employees.

	Workers <i>Agreements (in thousands)</i>	
Total sample agreements	425	2,686.5
Total referring to work clothing	145	672.7
Furnished	64	234.8
Laundered and maintained	3	6.1
Both	78	431.8

The employer's selection of work clothing is influenced by conditions at the workplace. For instance, work clothes for garage mechanics and industrial workers must be durable enough to resist damage from excessive grease, dirt, and chemicals; clothes for food service and hospital employees must meet certain sanitation requirements; and clothes for merchandising and service industry employees should have design and color which make identification easy for the customer:

- (294) It is agreed between the parties hereto that the employer will provide cotton gloves, overalls and/or aprons for the polishing, spraying, plating and degreasing employees who directly perform operations of polishing, spraying, plating or degreasing. In addition, it is recognized that certain operations in the plating and degreasing departments require protective rubber aprons, gloves and boots and, it is agreed between the parties that such equipment will be furnished by the employers.
- (295) When employees are required to wear uniforms or special type work clothes while in the employ of the hospital, the cost of laundering and furnishing same shall be borne by the hospital provided that the hospital shall not be required to furnish or launder apparel traditionally worn by such employees in hospitals generally. The term "uniform" includes wearing apparel and accessories of distinctive design or color.
- (296) Employer shall furnish, launder and maintain uniforms presently being furnished to its employees and shall furnish, launder and maintain such other uniforms which it hereafter requires to be worn, including tuxedos for captains. This shall not include shoes. The furnishings, laundering and maintaining of all such uniforms shall be without charge to the employees.

To maintain a standard of neatness or cleanliness, or for the convenience of employees, the employer, in addition to furnishing work clothing or uniforms, may pay the cost of maintenance and laundry. However, an employee may be expected to launder drip-dry uniforms furnished by the employer:

- (297) Aprons, uniforms, or any special wearing apparel required by the employer, which is not suitable for street wear, shall be furnished and laundered by the employer, except for the laundering of drip dry garments which shall be done by the employee.

Table 1. Methods of compensation, in major collective bargaining agreements, by industry, 1976

(Workers in thousands)

Industry	All agreements		Method of compensation									
			Hourly		Daily		Weekly and biweekly		Monthly		Incentive	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries.....	1,711	7,571.3	1,504	5,571.2	45	342.8	206	1,348.4	42	131.0	467	2,231.4
Manufacturing.....	857	3,625.3	787	2,823.2	8	21.4	69	389.0	20	75.9	431	2,091.6
Ordnance, accessories.....	13	34.2	12	30.0	-	-	1	1.8	-	-	-	-
Food, kindred products.....	107	307.0	94	275.0	4	11.6	14	34.1	3	10.5	31	135.4
Tobacco manufacturing.....	9	26.6	9	26.6	-	-	-	-	-	-	2	4.4
Textile mill products.....	12	29.8	8	15.8	-	-	2	11.1	-	-	10	27.2
Apparel.....	48	424.2	34	234.7	-	-	18	203.2	-	-	43	404.2
Lumber, wood products.....	7	13.3	7	13.3	-	-	-	-	-	-	5	9.6
Furniture, fixtures.....	19	29.8	19	29.8	-	-	-	-	-	-	11	17.9
Paper, allied products.....	49	78.7	49	78.7	-	-	-	-	-	-	7	9.3
Printing and publishing.....	26	48.6	20	34.9	1	1.0	5	12.6	-	-	3	3.9
Chemicals.....	53	102.1	48	91.8	1	5.3	2	3.0	2	4.3	14	37.5
Petroleum refining.....	13	28.4	12	23.3	-	-	-	-	3	6.0	1	1.1
Rubber and plastics.....	20	100.1	20	100.1	-	-	-	-	-	-	16	91.0
Leather products.....	16	42.6	14	40.0	-	-	2	8.4	-	-	16	42.6
Stone, clay, and glass.....	29	84.0	28	72.1	-	-	-	-	2	11.0	25	65.6
Primary metals.....	93	556.3	91	545.5	-	-	5	18.0	-	-	67	495.2
Fabricated metals.....	35	109.0	33	105.6	1	2.0	5	34.9	-	-	18	49.4
Machinery.....	91	241.1	91	241.1	-	-	1	2.0	2	4.3	51	133.5
Electrical machinery.....	98	407.8	94	372.3	-	-	7	34.2	5	32.8	61	304.8
Transportation equipment.....	99	910.3	86	450.5	1	1.5	6	23.5	3	6.8	36	231.9
Instruments.....	11	29.8	11	29.8	-	-	1	2.0	-	-	8	16.8
Miscellaneous manufacturing.....	9	21.4	7	12.1	-	-	-	-	-	-	6	10.1
Nonmanufacturing.....	854	3,946.0	717	2,747.9	37	321.4	137	959.4	22	55.0	36	139.8
Mining, crude petroleum, and natural gas.....	19	160.1	18	35.1	1	125.0	-	-	1	1.5	5	10.8
Transportation.....	79	664.7	69	557.1	3	23.8	2	32.5	4	7.4	1	20.0
Communications.....	65	747.7	17	110.4	-	-	45	609.8	1	1.3	-	-
Utilities, electric and gas.....	76	221.0	67	185.3	-	-	12	40.9	5	10.9	-	-
Wholesale trade.....	17	30.0	14	24.4	-	-	3	5.5	-	-	-	-
Retail trade.....	133	408.7	114	361.3	2	3.9	37	118.1	1	2.0	13	39.1
Hotels and restaurants.....	41	168.3	26	83.4	22	111.3	7	35.6	4	14.1	1	1.7
Services.....	71	304.1	45	169.3	7	49.4	20	81.1	6	17.8	11	45.2
Construction.....	350	1,234.9	346	1,220.0	2	8.0	11	35.6	-	-	5	23.1
Miscellaneous nonmanufacturing.....	3	6.5	1	1.5	-	-	-	-	-	-	-	-

Method of compensation--Continued												
Industry	Commissions		Mileage payments		Subject to negotiation		Other ²		Reference to compensation - no details given		No reference to method of compensation	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries.....	56	302.5	39	176.0	10	465.7	9	109.9	18	89.5	2	13.8
Manufacturing.....	17	43.3	16	29.5	4	425.5	2	14.3	12	49.0	2	13.8
Ordnance, accessories.....	-	-	-	-	-	-	-	-	1	4.2	-	-
Food, kindred products.....	15	34.8	3	5.0	3	5.5	-	-	1	1.2	-	-
Tobacco manufacturing.....	-	-	-	-	-	-	-	-	-	-	-	-
Textile mill products.....	-	-	1	1.3	-	-	-	-	-	-	-	-
Apparel.....	1	6.5	1	7.2	-	-	-	-	-	1.3	-	-
Lumber, wood products.....	-	-	-	-	-	-	-	-	-	-	-	-
Furniture, fixtures.....	-	-	3	3.7	-	-	-	-	-	-	-	-
Paper, allied products.....	1	2.0	3	4.8	-	-	-	-	-	-	-	-
Printing and publishing.....	-	-	-	-	-	-	-	-	-	-	-	-
Chemicals.....	-	-	-	-	-	-	-	-	2	4.0	-	-
Petroleum refining.....	-	-	-	-	-	-	-	-	1	5.2	-	-
Rubber and plastics.....	-	-	-	-	-	-	-	-	-	-	-	-
Leather products.....	-	-	-	-	-	-	-	-	-	-	-	-
Stone, clay, and glass.....	-	-	1	2.0	-	-	-	-	-	-	1	11.8
Primary metals.....	-	-	1	1.2	-	-	-	-	-	-	-	-
Fabricated metals.....	-	-	-	-	-	-	-	-	-	-	-	-
Machinery.....	-	-	1	2.0	-	-	-	-	-	1.4	-	-
Electrical machinery.....	-	-	1	1.0	-	-	-	-	2	19.8	-	-
Transportation equipment.....	-	-	1	1.2	1	420.0	2	14.3	1	2.6	1	2.0
Instruments.....	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous manufacturing.....	-	-	-	-	-	-	-	-	2	9.3	-	-
Nonmanufacturing.....	39	259.3	23	146.5	6	40.2	7	95.6	6	40.4	-	-
Mining, crude petroleum, and natural gas.....	-	-	1	1.6	-	-	-	-	-	-	-	-
Transportation.....	5	40.2	18	138.8	2	35.0	-	-	3	32.5	-	-
Communications.....	5	115.6	-	-	1	1.4	3	48.0	-	-	-	-
Utilities, electric and gas.....	1	1.1	-	-	1	1.1	-	-	-	-	-	-
Wholesale trade.....	2	2.4	1	1.0	-	-	-	-	-	-	-	-
Retail trade.....	16	38.0	-	-	1	1.5	-	-	-	-	-	-
Hotels and restaurants.....	2	11.3	-	-	-	-	-	-	-	-	-	-
Services.....	7	48.9	1	1.0	-	-	3	43.6	-	-	-	-
Construction.....	1	1.5	2	4.1	-	-	-	-	2	6.8	-	-
Miscellaneous nonmanufacturing.....	-	-	-	-	-	-	1	4.0	1	1.0	-	-

¹ Excludes railroads and airlines.

² Includes 1 agreement, annual salary; 3 agreements, weekly and annual; 1 agreement, monthly and annual; and 4 agreements, pay system

related to length of session, program, or performance.

NOTE: Nonadditive.

Table 2. Basic rate structures, in major collective bargaining agreements, by industry, 1976

(Workers in thousands)

Industry	All agreements		Basic rate structures									
			Total		Minimum rate				Single rate			
					Uniform, all jobs		Varies with job		Uniform, all jobs		Varies with job	
			Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries.....	1,711	7,571.3	1,691	7,411.2	30	154.3	352	1,583.5	52	161.2	768	2,783.5
Manufacturing.....	857	3,625.3	838	3,471.2	9	21.8	134	486.6	12	42.2	349	1,230.0
Ordnance, accessories.....	13	34.2	13	34.2	-	-	-	-	-	-	4	11.3
Food, kindred products.....	107	307.0	106	299.3	-	-	27	50.3	2	3.9	56	189.7
Tobacco manufacturing.....	9	26.6	7	21.9	1	2.4	3	8.3	1	2.4	3	11.3
Textile mill products.....	12	29.8	12	29.8	-	-	1	8.6	-	-	3	4.9
Apparel.....	48	424.2	47	324.2	1	5.0	33	286.0	-	-	5	9.2
Lumber, wood products.....	7	13.3	7	13.3	1	2.2	1	1.2	1	2.5	1	1.2
Furniture, fixtures.....	19	29.8	18	28.8	-	-	7	10.2	-	-	5	9.9
Paper, allied products.....	49	78.7	49	78.7	-	-	7	11.7	1	1.6	36	57.4
Printing and publishing.....	26	48.6	26	48.6	1	1.2	12	23.4	4	8.3	9	15.7
Chemicals.....	53	102.1	50	95.9	1	1.0	2	3.3	-	-	21	35.5
Petroleum refining.....	13	28.4	13	28.4	-	-	2	2.8	-	-	9	16.7
Rubber and plastics.....	20	100.1	19	98.8	-	-	-	-	-	-	5	6.4
Leather products.....	16	42.6	15	41.4	1	2.5	4	10.6	-	-	1	2.0
Stone, clay, and glass.....	29	84.0	29	84.0	1	3.5	2	2.9	-	-	23	67.0
Primary metals.....	93	556.3	92	554.5	2	3.9	8	21.2	1	2.5	72	509.5
Fabricated metals.....	35	109.0	35	109.0	-	-	8	12.4	1	19.5	13	58.8
Machinery.....	91	241.1	89	233.0	-	-	4	7.4	-	-	31	70.9
Electrical machinery.....	98	407.8	97	403.3	-	-	6	10.7	1	1.5	15	35.0
Transportation equipment.....	99	910.3	94	892.7	-	-	6	12.8	-	-	28	98.6
Instruments.....	11	29.8	11	29.8	-	-	1	-	-	-	6	18.1
Miscellaneous manufacturing.....	9	21.4	9	21.4	-	-	1	2.6	-	-	3	4.9
Nonmanufacturing.....	854	3,946.0	853	3,940.0	21	132.6	218	1,096.8	40	119.0	419	1,553.5
Mining, crude petroleum, and natural gas.....	19	160.1	19	160.1	-	-	3	6.5	-	-	16	153.6
Transportation ¹	79	664.7	79	664.7	3	90.0	8	182.1	8	37.3	53	289.9
Communications.....	65	747.7	65	747.7	-	-	3	61.0	-	-	5	54.3
Utilities, electric and gas.....	76	221.0	76	221.0	1	1.6	4	5.4	-	-	34	83.8
Wholesale trade.....	17	30.0	17	30.0	1	2.0	5	11.3	-	-	7	11.4
Retail trade.....	133	408.7	133	408.7	4	7.2	58	193.3	3	5.6	40	99.4
Hotels and restaurants.....	41	168.3	41	168.3	1	1.0	33	146.6	2	4.1	6	20.5
Services.....	71	304.1	70	298.1	1	1.4	31	164.2	-	-	16	40.1
Construction.....	350	1,234.9	350	1,234.9	10	29.3	73	326.3	27	71.9	241	796.2
Miscellaneous nonmanufacturing.....	3	6.5	3	6.5	-	-	-	-	-	-	1	4.0

	Basic rate structures--Continued									
	Rate progression		Subject to local negotiation		Subject to individual negotiation		Unable to determine		No reference to type of rate structure	
	616	2,278.2	32	564.3	9	63.0	113	634.5	20	160.1
All industries.....	616	2,278.2	32	564.3	9	63.0	113	634.5	20	160.1
Manufacturing.....	359	1,000.4	21	504.7	1	1.3	89	492.9	19	154.1
Ordnance, accessories.....	11	28.3	-	-	-	-	1	4.2	-	-
Food, kindred products.....	15	25.5	5	16.8	-	-	11	32.3	1	7.7
Tobacco manufacturing.....	3	8.1	-	-	-	-	-	-	2	4.8
Textile mill products.....	1	1.6	-	-	-	-	7	14.6	-	-
Apparel.....	15	46.8	-	-	-	-	3	7.4	1	100.0
Lumber, wood products.....	-	-	-	-	-	-	3	6.3	-	-
Furniture, fixtures.....	8	12.6	-	-	-	-	-	-	1	1.0
Paper, allied products.....	18	28.4	2	3.7	-	-	1	1.6	-	-
Printing and publishing.....	13	20.3	-	-	1	1.3	-	-	-	-
Chemicals.....	22	39.1	2	4.1	-	-	8	22.9	3	6.2
Petroleum refining.....	9	13.8	-	-	-	-	2	8.9	-	-
Rubber and plastics.....	4	6.1	3	24.2	-	-	9	64.9	1	1.3
Leather products.....	4	16.9	-	-	-	-	5	9.4	1	1.2
Stone, clay, and glass.....	4	11.5	-	-	-	-	1	5.0	-	-
Primary metals.....	19	31.4	1	2.1	-	-	2	7.1	1	1.8
Fabricated metals.....	14	39.1	-	-	-	-	1	1.4	-	-
Machinery.....	63	135.6	2	4.3	-	-	5	48.1	2	8.0
Electrical machinery.....	72	275.4	3	12.0	-	-	15	105.8	1	4.5
Transportation equipment.....	56	241.7	3	437.5	-	-	11	141.3	5	17.6
Instruments.....	6	14.7	-	-	-	-	1	5.0	-	-
Miscellaneous manufacturing.....	2	3.3	-	-	-	-	3	10.6	-	-
Nonmanufacturing.....	257	1,277.8	11	59.6	8	61.8	24	141.6	1	6.0
Mining, crude petroleum, and natural gas.....	1	2.5	-	-	-	-	-	-	-	-
Transportation ¹	12	26.9	2	35.0	-	-	5	42.1	-	-
Communications.....	60	676.3	1	1.4	1	30.0	-	-	-	-
Utilities, electric and gas.....	62	185.7	1	1.1	-	-	3	19.2	-	-
Wholesale trade.....	6	10.4	1	1.5	-	-	-	-	-	-
Retail trade.....	93	316.6	1	1.2	1	2.4	3	7.5	-	-
Hotels and restaurants.....	1	2.0	1	1.4	2	17.7	-	-	-	-
Services.....	20	51.8	-	-	4	11.7	10	53.7	1	6.0
Construction.....	-	-	4	18.0	-	-	2	18.0	-	-
Miscellaneous nonmanufacturing.....	2	5.5	-	-	-	-	1	1.0	-	-

¹ Excludes railroads and airlines.

NOTE: Nonadditive.

Table 3. Description of rate progressions, in major collective bargaining agreements, by industry, 1976

(Workers in thousands)

Industry	All agreements		Description of rate progressions					
	Agreements	Workers	Total		All steps in range given		Only bottom and top given	
			Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries.....	1,711	7,571.3	616	2,278.2	512	1,906.3	74	278.3
Manufacturing.....	857	3,625.3	359	1,000.4	277	760.6	54	158.0
Ordnance, accessories.....	13	34.2	11	28.3	10	22.8	1	5.5
Food, kindred products.....	107	307.0	15	25.5	15	25.5	-	-
Tobacco manufacturing.....	9	26.6	3	8.1	3	8.1	-	-
Textile mill products.....	12	29.8	1	1.6	1	1.6	-	-
Apparel.....	48	424.2	15	46.8	13	41.8	1	2.0
Lumber, wood products.....	7	13.3	-	-	-	-	-	-
Furniture, fixtures.....	19	29.8	8	12.6	7	9.9	1	2.7
Paper, allied products.....	49	78.7	18	28.4	13	19.8	3	4.3
Printing and publishing.....	26	48.6	13	20.3	11	17.7	2	2.6
Chemicals.....	53	102.1	22	39.1	16	25.1	1	2.5
Petroleum refining.....	13	28.4	9	13.8	8	12.5	1	1.3
Rubber and plastics.....	20	100.1	4	6.1	3	4.5	1	1.6
Leather products.....	16	42.6	4	16.9	2	7.3	-	-
Stone, clay, and glass.....	29	84.0	4	11.5	2	2.6	-	-
Primary metals.....	93	556.3	19	31.4	13	22.1	6	9.3
Fabricated metals.....	35	109.0	14	39.1	11	34.9	3	4.2
Machinery.....	91	241.1	63	135.6	48	110.9	11	17.3
Electrical machinery.....	98	407.8	72	275.4	62	250.5	8	19.2
Transportation equipment.....	99	910.3	56	241.7	32	126.7	15	85.5
Instruments.....	11	29.8	6	14.7	5	12.7	-	-
Miscellaneous manufacturing.....	9	21.4	2	3.3	2	3.3	-	-
Nonmanufacturing.....	854	3,946.0	257	1,277.8	235	1,145.7	20	120.2
Mining, crude petroleum, and natural gas.....	19	160.1	1	2.5	-	-	1	2.5
Transportation.....	79	664.7	12	26.9	12	26.9	-	-
Communications.....	65	747.7	60	676.3	53	602.3	6	64.0
Utilities, electric and gas.....	76	221.0	62	185.7	53	144.1	9	41.5
Wholesale trade.....	17	30.0	6	10.4	6	10.4	-	-
Retail trade.....	133	408.7	93	316.6	92	312.1	1	4.5
Hotels and restaurants.....	41	168.3	1	2.0	-	-	1	2.0
Services.....	71	304.1	20	51.8	18	48.3	1	1.6
Construction.....	350	1,234.9	-	-	-	-	-	-
Miscellaneous nonmanufacturing.....	3	6.5	2	5.5	1	1.5	1	4.0
Description of rate progressions--Continued								
	Only bottom given		Only top given		Rate range exists - no details		No reference to rate progression	
All industries.....	4	22.6	4	8.3	22	62.7	1,095	5,293.1
Manufacturing.....	3	12.6	4	8.3	21	60.8	498	2,624.9
Ordnance, accessories.....	-	-	-	-	-	-	2	5.9
Food, kindred products.....	-	-	-	-	-	-	92	281.5
Tobacco manufacturing.....	-	-	-	-	-	-	6	18.5
Textile mill products.....	-	-	-	-	-	-	11	28.2
Apparel.....	1	3.0	-	-	-	-	33	377.4
Lumber, wood products.....	-	-	-	-	-	-	7	13.3
Furniture, fixtures.....	-	-	-	-	-	-	11	17.1
Paper, allied products.....	-	-	-	-	2	4.3	31	50.2
Printing and publishing.....	-	-	-	-	-	-	13	28.3
Chemicals.....	-	-	-	-	5	11.4	31	63.0
Petroleum refining.....	-	-	-	-	-	-	4	14.7
Rubber and plastics.....	-	-	-	-	-	-	16	94.0
Leather products.....	2	9.6	-	-	-	-	12	25.7
Stone, clay, and glass.....	-	-	-	-	2	8.9	25	72.5
Primary metals.....	-	-	-	-	-	-	74	524.8
Fabricated metals.....	-	-	-	-	-	-	21	69.9
Machinery.....	-	-	1	1.3	3	6.1	28	105.5
Electrical machinery.....	-	-	-	-	2	5.7	26	132.4
Transportation equipment.....	-	-	3	7.0	6	22.4	43	668.6
Instruments.....	-	-	-	-	1	2.0	5	15.1
Miscellaneous manufacturing.....	-	-	-	-	-	-	7	18.1
Nonmanufacturing.....	1	10.0	-	-	1	1.9	597	2,668.2
Mining, crude petroleum, and natural gas.....	-	-	-	-	-	-	18	157.6
Transportation.....	-	-	-	-	-	-	67	637.8
Communications.....	1	10.0	-	-	-	-	5	71.4
Utilities, electric and gas.....	-	-	-	-	-	-	14	35.3
Wholesale trade.....	-	-	-	-	-	-	11	19.6
Retail trade.....	-	-	-	-	-	-	40	92.1
Hotels and restaurants.....	-	-	-	-	-	-	40	166.3
Services.....	-	-	-	-	1	1.9	51	252.3
Construction.....	-	-	-	-	-	-	350	1,234.9
Miscellaneous nonmanufacturing.....	-	-	-	-	-	-	1	1.0

¹ Excludes railroads and airlines.

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

Table 4. Rate progressions, in major collective bargaining agreements, by industry, 1976

(Workers in thousands)

Industry	All agreements		Type of rate progression							
			Total with rate progression		Automatic		Merit		Automatic some jobs, combination other jobs	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries.....	1,711	7,571.3	586	2,184.5	436	1,566.0	52	212.2	27	85.6
Manufacturing.....	857	3,625.3	331	918.6	221	548.5	31	68.3	22	73.1
Ordnance, accessories.....	13	34.2	11	28.3	7	20.0	2	3.8	2	4.5
Food, kindred products.....	107	307.0	15	25.5	11	17.6	1	1.1	1	2.8
Tobacco manufacturing.....	9	26.6	3	8.1	3	8.1	-	-	-	-
Textile mill products.....	12	29.8	1	1.6	1	1.6	-	-	-	-
Apparel.....	48	424.2	14	43.8	13	41.8	-	-	-	-
Lumber, wood products.....	7	13.3	-	-	-	-	-	-	-	-
Furniture, fixtures.....	19	29.8	8	12.6	7	11.4	1	1.2	-	-
Paper, allied products.....	49	78.7	16	24.1	12	18.5	1	1.1	-	-
Printing and publishing....	26	48.6	13	20.3	10	16.8	1	1.2	1	1.0
Chemicals.....	53	102.1	17	27.7	14	24.2	2	2.3	-	-
Petroleum refining.....	13	28.4	9	13.8	8	11.8	-	-	-	-
Rubber and plastics.....	20	100.1	4	6.1	2	3.0	1	1.6	-	-
Leather products.....	16	42.6	2	7.3	1	6.0	-	-	-	-
Stone, clay, and glass.....	28	84.0	2	2.6	1	1.0	-	-	-	-
Primary metals.....	93	556.3	19	31.4	10	17.3	4	6.6	2	2.4
Fabricated metals.....	35	109.0	14	39.1	8	31.1	3	3.4	1	1.5
Machinery.....	91	241.1	59	128.1	38	73.0	6	7.3	1	2.0
Electrical machinery.....	98	407.8	70	269.7	45	102.5	-	-	12	52.8
Transportation equipment... ¹	99	910.3	47	212.3	27	132.3	9	38.6	1	5.0
Instruments.....	11	29.8	5	12.7	2	8.3	-	-	1	1.0
Miscellaneous manufacturing	9	21.4	2	3.3	1	2.0	-	-	-	-
Nonmanufacturing.....	854	3,946.0	255	1,265.9	215	1,017.5	21	143.9	5	12.5
Mining, crude petroleum, and natural gas.....	19	160.1	1	2.5	1	2.5	-	-	-	-
Transportation.....	79	664.7	12	26.9	12	26.9	-	-	-	-
Communications.....	65	747.7	59	666.3	50	509.3	7	89.7	1	7.3
Utilities, electric and gas	76	221.0	62	185.7	43	129.1	9	40.3	4	5.2
Wholesale trade.....	17	30.0	6	10.4	4	7.9	1	1.1	-	-
Retail trade.....	133	408.7	93	316.6	88	297.2	1	5.9	-	-
Hotels and restaurants.....	41	168.3	1	2.0	-	-	-	-	-	-
Services.....	71	304.1	19	49.9	16	43.0	3	6.9	-	-
Construction.....	350	1,234.9	-	-	-	-	-	-	-	-
Miscellaneous nonmanufacturing.....	3	6.5	2	5.5	1	1.5	-	-	-	-
			Automatic some jobs, merit other jobs		Combination		Individual rate progression exists, no details		No reference to rate progression	
All industries.....			13	113.5	36	155.8	22	51.4	1,125	5,386.8
Manufacturing.....			12	111.6	29	78.7	16	38.4	526	2,706.6
Ordnance, accessories.....	-	-	-	-	-	-	-	-	2	5.9
Food, kindred products.....	-	-	2	4.0	-	-	-	-	92	281.5
Tobacco manufacturing.....	-	-	-	-	-	-	-	-	6	18.5
Textile mill products.....	-	-	-	-	-	-	-	-	11	28.2
Apparel.....	-	-	-	-	-	-	1	2.0	34	380.4
Lumber, wood products.....	-	-	-	-	-	-	-	-	7	13.3
Furniture, fixtures.....	-	-	-	-	-	-	-	-	11	17.1
Paper, allied products.....	-	-	1	1.2	-	-	2	3.3	33	54.5
Printing and publishing....	-	-	-	-	1	1.3	-	-	13	28.3
Chemicals.....	-	-	1	1.1	-	-	-	-	36	74.4
Petroleum refining.....	-	-	1	1.9	-	-	-	-	4	14.7
Rubber and plastics.....	-	-	-	-	1	1.5	-	-	16	94.0
Leather products.....	-	-	1	1.3	-	-	-	-	14	35.3
Stone, clay, and glass.....	-	-	-	-	-	-	1	1.6	27	81.4
Primary metals.....	-	-	2	3.7	-	-	1	1.4	74	524.8
Fabricated metals.....	-	-	-	-	2	3.1	-	-	21	69.9
Machinery.....	-	-	1	2.2	10	39.8	3	3.8	32	112.9
Electrical machinery.....	-	-	4	97.8	7	12.5	2	4.1	28	138.1
Transportation equipment... ¹	-	-	1	2.4	4	13.1	5	20.8	52	698.0
Instruments.....	-	-	-	-	2	3.4	-	-	6	17.1
Miscellaneous manufacturing	-	-	-	-	-	-	1	1.3	7	18.1
Nonmanufacturing.....			1	1.9	7	77.0	6	12.9	599	2,680.1
Mining, crude petroleum, and natural gas.....	-	-	-	-	-	-	-	-	18	157.6
Transportation.....	-	-	-	-	-	-	-	-	67	637.8
Communications.....	-	-	-	-	1	60.0	-	-	6	81.4
Utilities, electric and gas	-	-	1	1.9	1	2.2	4	6.9	14	35.3
Wholesale trade.....	-	-	-	-	1	1.3	-	-	11	19.6
Retail trade.....	-	-	-	-	4	13.5	-	-	40	92.1
Hotels and restaurants.....	-	-	-	-	-	-	1	2.0	40	166.3
Services.....	-	-	-	-	-	-	-	-	52	254.1
Construction.....	-	-	-	-	-	-	-	-	350	1,234.9
Miscellaneous nonmanufacturing.....	-	-	-	-	-	-	1	4.0	1	1.0

¹ Excludes railroads and airlines.

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

Table 6. Time between steps of automatic progression, in major collective bargaining agreements, by industry, 1976

(Workers in thousands)

Industry	Total with automatic progression		Time between steps of automatic progression					
	Agreements	Workers	Total		Same for all steps in all jobs		Varies by step	
			Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries.....	512	1,920.9	489	1,859.5	260	1,037.8	150	621.6
Manufacturing.....	284	811.9	265	757.5	118	312.4	89	302.3
Ordnance, accessories.....	9	24.5	9	24.5	6	18.9	2	3.7
Food, kindred products.....	14	24.4	13	23.1	6	14.1	6	6.5
Tobacco manufacturing.....	3	8.1	3	8.1	2	3.9	1	4.2
Textile mill products.....	1	1.6	1	1.6	-	-	-	-
Apparel.....	13	41.8	13	41.8	2	8.1	10	26.5
Lumber, wood products.....	-	-	-	-	-	-	-	-
Furniture, fixtures.....	7	11.4	6	8.8	1	1.0	2	2.9
Paper, allied products.....	13	19.8	13	19.8	3	3.6	7	11.3
Printing and publishing.....	12	19.1	12	19.1	6	9.9	4	5.6
Chemicals.....	15	25.3	15	25.3	7	12.9	7	11.0
Petroleum refining.....	9	13.8	9	13.8	2	3.4	4	6.5
Rubber and plastics.....	3	4.5	3	4.5	1	1.5	1	1.3
Leather products.....	2	7.3	2	7.3	1	6.0	1	1.3
Stone, clay, and glass.....	1	1.0	1	1.0	1	1.0	-	-
Primary metals.....	14	23.4	10	17.3	3	6.3	2	4.2
Fabricated metals.....	11	35.7	9	32.7	5	25.5	3	4.6
Machinery.....	50	117.0	44	98.4	24	42.5	12	43.1
Electrical machinery.....	68	265.6	67	257.6	29	77.5	18	116.6
Transportation equipment.....	33	152.8	30	139.4	18	75.0	6	42.4
Instruments.....	5	12.7	4	11.4	1	1.0	2	8.4
Miscellaneous manufacturing.....	1	2.0	1	2.0	-	-	1	2.0
Nonmanufacturing.....	228	1,109.0	224	1,102.0	142	725.4	61	319.3
Mining, crude petroleum, and natural gas.....	1	2.5	1	2.5	1	2.5	-	-
Transportation ¹	12	26.9	12	26.9	8	17.9	4	9.0
Communications.....	52	576.6	51	575.1	33	433.9	12	123.1
Utilities, electric and gas.....	49	138.4	46	132.9	27	65.5	13	55.4
Wholesale trade.....	5	9.3	5	9.3	2	2.6	2	3.5
Retail trade.....	92	310.7	92	310.7	61	178.0	24	111.6
Hotels and restaurants.....	-	-	-	-	-	-	-	-
Services.....	16	43.0	16	43.0	10	24.8	5	15.1
Construction.....	-	-	-	-	-	-	-	-
Miscellaneous nonmanufacturing.....	1	1.5	1	1.5	-	-	1	1.5
Time between steps of automatic progression--Continued								
			Varies by job		Varies by step and job		No reference to time between steps of automatic progression	
All industries.....			79	200.0	111	508.5	23	61.4
Manufacturing.....			58	142.7	64	239.5	19	54.4
Ordnance, accessories.....			1	1.9	2	3.7	-	-
Food, kindred products.....			1	2.5	3	3.2	1	1.3
Tobacco manufacturing.....			-	-	-	-	-	-
Textile mill products.....			1	1.6	-	-	-	-
Apparel.....			1	7.2	10	26.5	-	-
Lumber, wood products.....			-	-	-	-	-	-
Furniture, fixtures.....			3	4.8	1	1.4	1	2.7
Paper, allied products.....			3	4.9	5	6.6	-	-
Printing and publishing.....			2	3.5	4	5.6	-	-
Chemicals.....			1	1.4	4	6.5	-	-
Petroleum refining.....			3	3.8	3	5.4	-	-
Rubber and plastics.....			1	1.7	-	-	-	-
Leather products.....			-	-	1	1.3	-	-
Stone, clay, and glass.....			-	-	-	-	-	-
Primary metals.....			5	6.7	1	2.5	4	6.1
Fabricated metals.....			1	2.6	-	-	2	3.0
Machinery.....			8	12.7	9	38.8	6	18.6
Electrical machinery.....			20	63.4	17	115.1	1	8.0
Transportation equipment.....			6	21.9	2	13.7	3	13.3
Instruments.....			1	2.0	1	7.0	1	1.3
Miscellaneous manufacturing.....			-	-	1	2.0	-	-
Nonmanufacturing.....			21	57.3	47	269.0	4	7.0
Mining, crude petroleum, and natural gas.....			-	-	-	-	-	-
Transportation ¹			-	-	2	4.5	-	-
Communications.....			6	18.0	11	108.1	1	1.5
Utilities, electric and gas.....			6	12.0	13	55.4	3	5.5
Wholesale trade.....			1	3.1	2	3.5	-	-
Retail trade.....			7	21.0	16	89.3	-	-
Hotels and restaurants.....			-	-	-	-	-	-
Services.....			1	3.1	2	6.6	-	-
Construction.....			-	-	-	-	-	-
Miscellaneous nonmanufacturing.....			-	-	1	1.5	-	-

¹ Excludes railroads and airlines.

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

Table 7. Employer intervention in automatic progression, in major collective bargaining agreements, by industry, 1976

(Workers in thousands)

Industry	Total with automatic progression		Employer intervention					
	Agreements	Workers	Total		Accelerate advancement		Defer advancement	
			Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries.....	512	1,920.9	106	440.0	29	108.1	56	278.3
Manufacturing.....	284	811.9	66	206.9	22	83.8	31	90.3
Ordnance, accessories.....	9	24.5	3	11.0	3	11.0	-	-
Food, kindred products.....	14	24.4	2	3.7	2	3.7	-	-
Tobacco manufacturing.....	3	8.1	-	-	-	-	-	-
Textile mill products.....	1	1.6	1	1.6	-	-	-	-
Apparel.....	13	41.8	-	-	-	-	-	-
Lumber, wood products.....	-	-	-	-	-	-	-	-
Furniture, fixtures.....	7	11.4	-	-	-	-	-	-
Paper, allied products.....	13	19.8	2	4.1	1	2.8	1	1.3
Printing and publishing.....	12	19.1	2	2.5	-	-	1	1.5
Chemicals.....	15	25.3	4	8.8	-	-	4	8.8
Petroleum refining.....	9	13.8	1	1.0	-	-	-	-
Rubber and plastics.....	3	4.5	2	3.0	1	1.7	1	1.3
Leather products.....	2	7.3	-	-	-	-	-	-
Stone, clay, and glass.....	1	1.0	-	-	-	-	-	-
Primary metals.....	14	23.4	3	4.4	-	-	3	4.4
Fabricated metals.....	11	35.7	5	11.2	3	7.6	2	3.6
Machinery.....	50	117.0	11	28.6	5	9.8	3	4.6
Electrical machinery.....	68	265.6	23	85.9	3	10.9	14	61.5
Transportation equipment.....	33	152.8	5	31.9	3	29.2	1	1.3
Instruments.....	5	12.7	2	9.0	1	7.0	1	2.0
Miscellaneous manufacturing.....	1	2.0	-	-	-	-	-	-
Nonmanufacturing.....	228	1,109.0	40	233.1	7	24.4	25	187.9
Mining, crude petroleum, and natural gas.....	1	2.5	-	-	-	-	-	-
Transportation ¹	12	26.9	-	-	-	-	-	-
Communications.....	52	576.6	25	198.1	3	11.6	17	172.1
Utilities, electric and gas.....	49	138.4	9	17.6	-	-	7	13.7
Wholesale trade.....	5	9.3	-	-	-	-	-	-
Retail trade.....	92	310.7	5	14.8	4	12.8	1	2.0
Hotels and restaurants.....	-	-	-	-	-	-	-	-
Services.....	16	43.0	1	2.6	-	-	-	-
Construction.....	-	-	-	-	-	-	-	-
Miscellaneous nonmanufacturing.....	1	1.5	-	-	-	-	-	-

Industry	Employer intervention--Continued				No reference to employer intervention	
	Both		No details		Agreements	Workers
	Agreements	Workers	Agreements	Workers		
All industries.....	12	30.9	9	22.7	406	1,480.9
Manufacturing.....	7	16.6	6	16.2	218	605.0
Ordnance, accessories.....	-	-	-	-	6	13.5
Food, kindred products.....	-	-	-	-	12	20.8
Tobacco manufacturing.....	-	-	-	-	3	8.1
Textile mill products.....	1	1.6	-	-	-	-
Apparel.....	-	-	-	-	13	41.8
Lumber, wood products.....	-	-	-	-	-	-
Furniture, fixtures.....	-	-	-	-	7	11.4
Paper, allied products.....	-	-	-	-	11	15.6
Printing and publishing.....	-	-	1	1.0	10	16.6
Chemicals.....	-	-	-	-	11	16.5
Petroleum refining.....	-	-	1	1.0	8	12.7
Rubber and plastics.....	-	-	-	-	1	1.5
Leather products.....	-	-	-	-	2	7.3
Stone, clay, and glass.....	-	-	-	-	1	1.0
Primary metals.....	-	-	-	-	11	19.0
Fabricated metals.....	-	-	-	-	6	24.5
Machinery.....	1	2.2	2	12.0	39	88.4
Electrical machinery.....	4	11.3	2	2.1	45	179.7
Transportation equipment.....	1	1.5	-	-	28	120.8
Instruments.....	-	-	-	-	3	3.7
Miscellaneous manufacturing.....	-	-	-	-	1	2.0
Nonmanufacturing.....	5	14.3	3	6.5	188	875.9
Mining, crude petroleum, and natural gas.....	-	-	-	-	1	2.5
Transportation ¹	-	-	-	-	12	26.9
Communications.....	5	14.3	-	-	27	378.5
Utilities, electric and gas.....	-	-	2	3.9	40	120.8
Wholesale trade.....	-	-	-	-	5	9.3
Retail trade.....	-	-	-	-	87	295.9
Hotels and restaurants.....	-	-	-	-	-	-
Services.....	-	-	1	2.6	15	40.4
Construction.....	-	-	-	-	-	-
Miscellaneous nonmanufacturing.....	-	-	-	-	1	1.5

¹ Excludes railroads and airlines.

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

Table 8. Procedures for review in merit progression, in major collective bargaining agreements, by industry, 1976

(Workers in thousands)

Industry	Total with merit progression		Condition for merit review specified						Merit review provided to union or employee		Union participation in merit review	
			Total		time interval		Union/employee request					
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries.....	128	567.1	81	437.6	79	433.3	2	4.3	59	227.0	7	13.5
Manufacturing.....	94	331.6	59	250.5	57	246.3	2	4.3	44	119.1	5	8.5
Ordnance, accessories.....	4	8.3	4	8.3	4	8.3	-	-	4	8.3	1	1.8
Food, kindred products.....	4	7.9	-	-	-	-	-	-	-	-	-	-
Tobacco manufacturing.....	-	-	-	-	-	-	-	-	-	-	-	-
Textile mill products.....	-	-	-	-	-	-	-	-	-	-	-	-
Apparel.....	-	-	-	-	-	-	-	-	-	-	-	-
Lumber, wood products.....	-	-	-	-	-	-	-	-	-	-	-	-
Furniture, fixtures.....	1	1.2	1	1.2	1	1.2	-	-	-	-	-	-
Paper, allied products.....	2	2.3	2	2.3	2	2.3	-	-	-	-	-	-
Printing and publishing.....	3	3.4	1	1.2	1	1.2	-	-	-	-	-	-
Chemicals.....	3	3.5	2	2.3	2	2.3	-	-	2	2.3	-	-
Petroleum refining.....	1	1.9	-	-	-	-	-	-	-	-	-	-
Rubber and plastics.....	2	3.1	2	3.1	2	3.1	-	-	2	3.1	1	1.5
Leather products.....	1	1.3	1	1.3	1	1.3	-	-	-	-	-	-
Stone, clay, and glass.....	-	-	-	-	-	-	-	-	-	-	-	-
Primary metals.....	8	12.7	5	8.4	3	4.1	2	4.3	4	5.3	-	-
Fabricated metals.....	6	8.0	3	3.8	3	3.8	-	-	3	3.8	1	1.0
Machinery.....	18	51.3	13	40.7	13	40.7	-	-	6	8.0	-	-
Electrical machinery.....	23	163.1	14	129.0	14	129.0	-	-	14	50.5	1	1.1
Transportation equipment.....	15	59.1	10	46.8	10	46.8	-	-	8	35.8	1	3.0
Instruments.....	3	4.4	1	2.0	1	2.0	-	-	1	2.0	-	-
Miscellaneous manufacturing.....	-	-	-	-	-	-	-	-	-	-	-	-
Nonmanufacturing.....	34	235.4	22	187.0	22	187.0	-	-	15	107.8	2	5.0
Mining, crude petroleum, and natural gas.....	-	-	-	-	-	-	-	-	-	-	-	-
Transportation ¹	-	-	-	-	-	-	-	-	-	-	-	-
Communications.....	9	157.0	9	157.0	9	157.0	-	-	6	86.4	-	-
Utilities, electric and gas.....	15	49.6	10	25.9	10	25.9	-	-	6	17.4	1	2.3
Wholesale trade.....	2	2.5	1	1.1	1	1.1	-	-	1	1.1	-	-
Retail trade.....	5	19.4	-	-	-	-	-	-	-	-	1	2.7
Hotels and restaurants.....	-	-	-	-	-	-	-	-	-	-	-	-
Services.....	3	6.9	2	2.9	2	2.9	-	-	2	2.9	-	-
Construction.....	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous nonmanufacturing.....	-	-	-	-	-	-	-	-	-	-	-	-

¹ Excludes railroads and airlines.

NOTE: Nonadditive.

Table 9. Payday interval, in sample of major collective bargaining agreements, 1976

(Workers in thousands)

Pay day interval	Agreements	Workers
Total sample agreements.....	425	2,686.5
Total with payday interval.....	229	1,356.3
Weekly.....	199	1,078.3
Biweekly.....	23	206.5
Twice-a-month.....	2	8.8
Other ¹	5	62.8
No reference to payday interval.....	196	1,330.2

¹ Includes 3 agreements, payday twice-a-month or biweekly; 1 agreement, weekly or biweekly; and 1 agreement, weekly or semi-monthly.

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

Table 10. Wage payment information, in sample of major collective bargaining agreements, 1976

(Workers in thousands)

Type of wage payment information	Agreements	Workers
Total sample agreements.....	425	2,666.5
Total with wage payment information to union.....	113	1,118.5
General wage information.....	37	196.1
Individual or job classification		
Wage change.....	49	657.8
Access to employer payroll records...	41	304.9
No reference to wage payment information to union.....	312	1,568.0
Total with wage payment information to employee.....	102	769.4
Earnings statement.....	90	742.5
Wage rate changes.....	11	25.6
Access to personal payroll records...	1	1.3
No reference to wage payment information to employee.....	323	1,917.1

NOTE: Nonadditive.

Table 11. Wage garnishment provisions, in major collective bargaining agreements, by industry, 1976

(Workers in thousands)

Industry	Employer action upon garnishment											
	Total		Compliance with garnishment laws		Advance notice of garnishment		Penalty imposed		Statement specifying no penalty for garnishment		Other ¹	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries.....	127	1,472.9	12	60.6	8	30.2	84	1,020.1	26	332.0	8	70.9
Manufacturing.....	67	935.2	9	44.8	5	26.8	35	527.9	20	308.6	5	63.4
Ordnance, accessories.....	1	5.5	1	5.5	-	-	-	-	-	-	-	-
Food, kindred products.....	5	9.3	1	1.4	-	-	5	9.3	-	-	-	-
Tobacco manufacturing.....	2	3.9	-	-	-	-	-	-	-	-	2	3.9
Textile mill products.....	-	-	-	-	-	-	-	-	-	-	-	-
Apparel.....	-	-	-	-	-	-	-	-	-	-	-	-
Lumber, wood products.....	-	-	-	-	-	-	-	-	-	-	-	-
Furniture, fixtures.....	-	-	-	-	-	-	-	-	-	-	-	-
Paper, allied products.....	8	12.2	1	2.8	2	3.8	7	9.4	-	-	-	-
Printing and publishing....	-	-	-	-	-	-	-	-	-	-	-	-
Chemicals.....	2	2.1	-	-	-	-	2	2.1	-	-	-	-
Petroleum refining.....	-	-	-	-	-	-	-	-	-	-	-	-
Rubber and plastics.....	1	1.1	-	-	-	-	1	1.1	-	-	-	-
Leather products.....	-	-	-	-	-	-	-	-	-	-	-	-
Stone, clay, and glass.....	1	1.8	-	-	-	-	1	1.8	-	-	-	-
Primary metals.....	18	302.1	-	-	-	-	-	-	18	302.1	-	-
Fabricated metals.....	4	24.8	-	-	1	17.0	3	20.5	1	4.3	-	-
Machinery.....	8	70.4	-	-	-	-	5	10.9	-	-	3	59.4
Electrical machinery.....	4	15.3	-	-	2	6.0	4	15.3	-	-	-	-
Transportation equipment....	13	486.8	6	35.0	-	-	7	457.5	1	2.2	-	-
Instruments.....	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous manufacturing	-	-	-	-	-	-	-	-	-	-	-	-
Nonmanufacturing.....	60	537.6	3	15.8	3	3.3	49	492.3	6	23.4	3	7.5
Mining, crude petroleum, and natural gas.....	4	8.8	-	-	-	-	-	-	3	7.3	1	1.4
Transportation.....	37	471.3	-	-	-	-	36	468.8	-	-	1	2.5
Communications.....	-	-	-	-	-	-	-	-	-	-	-	-
Utilities, electric and gas	4	7.6	-	-	-	-	3	4.0	-	-	1	3.6
Wholesale trade.....	1	1.3	1	1.3	1	1.3	1	1.3	-	-	-	-
Retail trade.....	8	11.8	-	-	2	2.0	7	10.5	1	1.3	-	-
Hotels and restaurants.....	-	-	-	-	-	-	-	-	-	-	-	-
Services.....	5	30.8	2	14.5	-	-	1	1.5	2	14.8	-	-
Construction.....	1	6.0	-	-	-	-	1	6.0	-	-	-	-
Miscellaneous nonmanufacturing.....	-	-	-	-	-	-	-	-	-	-	-	-

¹ Includes 2 agreements, employee granted time off to obtain release from garnishment; 1 agreement, notice to union and employee, employee advised of credit counseling service; and 5 agreement, garnishment mentioned, no details.

² Excludes railroads and airlines.

NOTE: Nonadditive.

Table 12. Provisions relating to government wage controls, in major collective bargaining agreements, by industry, 1976

(Workers in thousands)

Industry	Total		Parties to abide by controls		Deferred increases paid to extent allowed by law		Increases not approved placed in escrow		Reopener in imposition or lifting of controls		Other ¹	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries.....	85	1,149.6	13	41.6	4	10.5	4	434.0	66	662.3	1	4.0
Manufacturing.....	17	472.8	5	20.0	3	9.0	3	433.0	8	16.8	1	4.0
Ordnance, accessories.....	1	1.9	1	1.9	-	-	-	-	-	-	-	-
Food, kindred products.....	6	14.8	1	6.5	-	-	-	-	5	8.3	-	-
Tobacco manufacturing.....	-	-	-	-	-	-	-	-	-	-	-	-
Textile mill products.....	-	-	-	-	-	-	-	-	-	-	-	-
Apparel.....	-	-	-	-	-	-	-	-	-	-	-	-
Lumber, wood products.....	-	-	-	-	-	-	-	-	-	-	-	-
Furniture, fixtures.....	-	-	-	-	-	-	-	-	-	-	-	-
Paper, allied products.....	-	-	-	-	-	-	-	-	-	-	-	-
Printing and publishing.....	2	7.5	-	-	-	-	-	-	1	3.5	1	4.0
Chemicals.....	1	2.0	-	-	1	2.0	-	-	-	-	-	-
Petroleum refining.....	-	-	-	-	-	-	-	-	-	-	-	-
Rubber and plastics.....	-	-	-	-	-	-	-	-	-	-	-	-
Leather products.....	-	-	-	-	-	-	-	-	-	-	-	-
Stone, clay, and glass.....	-	-	-	-	-	-	-	-	-	-	-	-
Primary metals.....	2	5.0	-	-	1	4.0	-	-	2	5.0	-	-
Fabricated metals.....	-	-	-	-	-	-	-	-	-	-	-	-
Machinery.....	1	1.6	1	1.6	-	-	-	-	-	-	-	-
Electrical machinery.....	1	3.0	1	3.0	1	3.0	1	3.0	-	-	-	-
Transportation equipment.....	2	430.0	-	-	-	-	2	430.0	-	-	-	-
Instruments.....	1	7.0	1	7.0	-	-	-	-	-	-	-	-
Miscellaneous manufacturing.....	-	-	-	-	-	-	-	-	-	-	-	-
Nonmanufacturing.....	68	676.8	8	21.6	1	1.5	1	1.0	58	645.6	-	-
Mining, crude petroleum, and natural gas.....	1	125.0	-	-	-	-	-	-	1	125.0	-	-
Transportation ²	39	460.2	2	2.0	-	-	-	-	38	459.2	-	-
Communications.....	-	-	-	-	-	-	-	-	-	-	-	-
Utilities, electric and gas.....	2	4.6	1	2.3	-	-	-	-	1	2.3	-	-
Wholesale trade.....	3	7.0	2	6.0	-	-	-	-	1	1.0	-	-
Retail trade.....	5	16.3	-	-	-	-	-	-	4	8.3	-	-
Hotels and restaurants.....	-	-	-	-	-	-	-	-	-	-	-	-
Services.....	6	27.0	2	7.8	-	-	-	-	4	19.3	-	-
Construction.....	12	36.6	1	3.5	1	1.5	1	1.0	9	30.5	-	-
Miscellaneous nonmanufacturing.....	-	-	-	-	-	-	-	-	-	-	-	-

¹ Includes 1 agreement, if government wage controls adversely affect wages, union may terminate agreement or have new wage terms established by arbitration.

² Excludes railroads and airlines.

NOTE: Nonadditive.

Table 13. Penalty for default on payroll obligations, in sample of major collective bargaining agreements, 1976

(Workers in thousands)

Penalty for default	Agreements	Workers
Total sample agreements.....	425	2,686.5
Total reference to penalty for default on payroll obligations.....	47	212.3
Union may strike.....	13	96.9
Union may take economic action.....	4	35.6
Workers not referred to or permitted to work for employer.....	12	67.0
Agreement may be terminated.....	1	1.2
Privilege of paying by check withdrawn.....	18	89.4
Posting of bond required following default.....	5	39.7
Monetary penalty levied.....	10	26.8
Association action.....	1	3.0
Arbitration.....	4	14.7
Other ¹	2	9.0
No reference to penalty for default on payroll obligations.....	378	2,474.2

¹ Includes 1 agreement requiring daily cash payment; and 1 agreement requiring payment through the union office.

NOTE: Nonadditive.

Table 15. Handicapped and older worker wage differentials, in major collective bargaining agreements, 1976

(Workers in thousands)

Differentials	Agreements	Workers
All agreements.....	1,711	7,571.3
Total with wage differentials for handicapped workers.....	103	398.5
Newly hired.....	9	22.6
Currently employed.....	66	260.0
Both.....	28	115.9
No reference to handicapped worker wage differential.....	1,608	7,172.8
Total with wage differentials for older workers.....	82	308.9
Newly hired.....	10	24.4
Currently employed.....	54	225.4
Both.....	18	59.1
No reference to older worker wage differential.....	1,629	7,262.4
Total with union role in rate determination.....	91	354.6
Handicapped workers.....	29	102.5
Older workers.....	10	15.1
Both.....	52	247.0
No reference to union role.....	1,620	7,206.7

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

Table 16. Rate for work in two classifications or more, in major collective bargaining agreements, by industry, 1976

(Workers in thousands)

Industry	All agreements		Rate received									
			Total		Highest rate paid for entire day		Rate dependent upon time spent in each classification		Regular rate for time spent on each job		Varies	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries.....	1,711	7,571.3	389	1,702.9	127	716.5	194	738.9	26	119.1	42	128.4
Manufacturing.....	857	3,625.3	189	490.0	48	134.6	96	221.1	16	53.1	29	81.2
Ordnance, accessories.....	13	34.2	4	9.6	-	-	4	9.6	-	-	-	-
Food, kindred products.....	107	307.0	45	120.4	16	62.8	23	48.2	1	2.1	5	7.3
Tobacco manufacturing.....	9	26.6	3	10.2	1	2.5	2	7.3	-	-	-	-
Textile mill products.....	12	29.8	1	1.6	-	-	1	1.6	-	-	-	-
Apparel.....	48	424.2	-	-	-	-	-	-	-	-	-	-
Lumber, wood products.....	7	13.3	3	6.4	2	5.2	1	1.2	-	-	-	-
Furniture, fixtures.....	19	29.8	4	4.6	1	1.0	3	3.6	-	-	-	-
Paper, allied products.....	49	78.7	27	44.5	10	17.1	10	15.9	1	1.5	6	9.8
Printing and publishing.....	26	48.6	1	1.4	-	-	-	-	1	1.4	-	-
Chemicals.....	53	102.1	22	42.2	1	1.1	18	37.4	3	3.6	-	-
Petroleum refining.....	13	28.4	7	13.4	3	7.4	4	5.9	-	-	-	-
Rubber and plastics.....	20	100.1	2	3.0	-	-	-	-	-	-	2	3.0
Leather products.....	16	42.6	2	7.3	2	7.3	-	-	-	-	-	-
Stone, clay, and glass.....	29	84.0	9	30.9	-	-	4	8.7	-	-	5	22.3
Primary metals.....	93	556.3	19	72.3	5	16.8	6	17.8	3	25.6	5	12.1
Fabricated metals.....	35	109.0	9	46.3	2	4.7	3	21.5	3	5.1	3	19.5
Machinery.....	91	241.1	14	44.4	2	4.7	10	28.7	2	11.0	-	-
Electrical machinery.....	98	407.8	4	7.6	1	1.6	2	4.3	-	-	1	1.8
Transportation equipment.....	99	910.3	11	20.4	4	6.5	3	5.9	2	2.7	2	5.3
Instruments.....	11	29.8	1	1.4	-	-	1	1.4	-	-	-	-
Miscellaneous manufacturing.....	9	21.4	1	2.0	-	-	1	2.0	-	-	-	-
Nonmanufacturing.....	854	3,946.0	200	1,212.8	79	581.9	98	517.8	10	65.9	13	47.2
Mining, crude petroleum, and natural gas.....	19	160.1	14	150.3	2	128.8	7	10.0	2	4.8	3	6.6
Transportation ¹	79	664.7	30	286.5	18	253.3	11	31.1	1	2.0	-	-
Communications.....	65	747.7	12	224.8	-	-	11	223.3	-	-	1	1.4
Utilities, electric and gas.....	76	221.0	38	115.1	4	6.0	31	97.5	-	-	3	11.6
Wholesale trade.....	17	30.0	1	1.9	1	1.9	-	-	-	-	-	-
Retail trade.....	133	408.7	14	41.7	6	19.8	7	20.8	-	-	1	1.0
Hotels and restaurants.....	41	168.3	27	124.3	17	64.8	8	53.0	1	5.5	1	1.1
Services.....	71	304.1	8	22.9	4	6.8	3	11.6	1	4.5	-	-
Construction.....	350	1,234.9	55	244.3	27	100.4	19	69.3	5	49.1	4	25.5
Miscellaneous nonmanufacturing.....	3	6.5	1	1.0	-	-	1	1.0	-	-	-	-

¹ Excludes railroads and airlines.

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

Table 17. Conditions for establishment of red-circle rates, in major collective bargaining agreements, by industry, 1976

(Workers in thousands)

Industry	All agreements		Total with red-circle rates		Conditions for establishment or red-circle rates					
	Agreements	Workers	Agreements	Workers	Total		Demotion of senior employees		Transfer for medical reasons	
					Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries.....	1,711	7,571.3	269	1,264.4	174	630.2	68	183.9	53	169.3
Manufacturing.....	857	3,625.3	199	952.8	120	360.5	41	111.4	16	33.3
Ordnance, accessories.....	13	34.2	3	9.6	2	6.3	-	-	-	-
Food, kindred products.....	107	307.0	20	125.3	16	56.7	2	2.7	2	12.1
Tobacco manufacturing.....	9	26.6	2	7.3	-	-	-	-	-	-
Textile mill products.....	12	29.8	1	1.6	-	-	-	-	-	-
Apparel.....	48	424.2	1	1.6	1	1.6	-	-	-	-
Lumber, wood products.....	7	13.3	-	-	-	-	-	-	-	-
Furniture, fixtures.....	19	29.8	2	2.5	-	-	-	-	-	-
Paper, allied products.....	49	78.7	18	28.5	14	23.6	6	9.8	1	1.3
Printing and publishing.....	26	48.6	1	2.0	1	2.0	-	-	-	-
Chemicals.....	53	102.1	13	18.9	13	18.9	6	8.9	10	14.8
Petroleum refining.....	13	28.4	10	21.0	10	21.0	3	4.0	-	-
Rubber and plastics.....	20	100.1	2	5.0	1	3.8	-	-	-	-
Leather products.....	16	42.6	1	1.3	1	1.3	-	-	-	-
Stone, clay, and glass.....	29	84.0	8	16.3	5	11.0	-	-	-	-
Primary metals.....	93	556.3	37	410.6	10	25.0	3	4.3	-	-
Fabricated metals.....	35	109.0	11	68.8	3	34.1	-	-	-	-
Machinery.....	91	241.1	24	71.6	12	32.9	1	4.9	1	3.0
Electrical machinery.....	98	407.8	28	92.3	23	85.5	19	75.8	1	1.1
Transportation equipment.....	99	910.3	12	51.6	6	28.6	1	1.0	-	-
Instruments.....	11	29.8	5	16.7	2	8.0	-	-	1	1.0
Miscellaneous manufacturing	9	21.4	-	-	-	-	-	-	-	-
Nonmanufacturing.....	854	3,946.0	70	311.6	54	269.8	27	72.5	37	136.0
Mining, crude petroleum, and natural gas.....	19	160.1	2	3.3	2	3.3	1	1.5	1	1.8
Transportation ¹	79	664.7	3	5.3	2	3.8	-	-	-	-
Communications.....	65	747.7	9	163.9	7	159.3	1	13.8	2	47.3
Utilities, electric and gas	76	221.0	42	115.6	39	97.2	25	57.2	34	87.0
Wholesale trade.....	17	30.0	1	1.5	-	-	-	-	-	-
Retail trade.....	133	408.7	7	13.4	2	3.5	-	-	-	-
Hotels and restaurants.....	41	168.3	1	2.3	-	-	-	-	-	-
Services.....	71	304.1	3	3.8	2	2.7	-	-	-	-
Construction.....	350	1,234.9	1	1.0	-	-	-	-	-	-
Miscellaneous nonmanufacturing	3	6.5	1	1.5	-	-	-	-	-	-

Industry	Conditions for establishment of red-circle rates--Continued							
	Technological change		Involuntary transfer		Reclassification of job		Other ²	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries.....	18	32.5	57	204.0	55	243.9	2	4.0
Manufacturing.....	14	22.8	43	148.8	49	177.1	2	4.0
Ordnance, accessories.....	-	-	1	5.1	1	1.2	-	-
Food, kindred products.....	5	8.4	5	20.5	8	33.5	-	-
Tobacco manufacturing.....	-	-	-	-	-	-	-	-
Textile mill products.....	-	-	-	-	-	-	-	-
Apparel.....	-	-	-	-	1	1.6	-	-
Lumber, wood products.....	-	-	-	-	-	-	-	-
Furniture, fixtures.....	-	-	-	-	-	-	-	-
Paper, allied products.....	6	10.1	9	15.6	4	7.3	-	-
Printing and publishing.....	-	-	-	-	-	-	1	2.0
Chemicals.....	3	4.3	5	9.0	2	2.4	-	-
Petroleum refining.....	-	-	7	17.0	-	-	-	-
Rubber and plastics.....	-	-	-	-	1	3.8	-	-
Leather products.....	-	-	-	-	1	1.3	-	-
Stone, clay, and glass.....	-	-	2	5.9	3	5.0	-	-
Primary metals.....	-	-	1	1.3	6	19.5	-	-
Fabricated metals.....	-	-	2	31.5	3	34.1	-	-
Machinery.....	-	-	5	18.5	6	11.4	-	-
Electrical machinery.....	-	-	5	17.2	9	30.3	-	-
Transportation equipment.....	-	-	-	-	4	25.6	1	2.0
Instruments.....	-	-	1	7.0	-	-	-	-
Miscellaneous manufacturing	-	-	-	-	-	-	-	-
Nonmanufacturing.....	4	9.7	14	55.2	6	66.8	-	-
Mining, crude petroleum, and natural gas.....	-	-	-	-	-	-	-	-
Transportation ¹	-	-	2	3.8	-	-	-	-
Communications.....	-	-	3	38.3	1	60.0	-	-
Utilities, electric and gas	4	9.7	7	9.8	3	4.0	-	-
Wholesale trade.....	-	-	-	-	-	-	-	-
Retail trade.....	-	-	1	2.2	1	1.3	-	-
Hotels and restaurants.....	-	-	-	-	-	-	-	-
Services.....	-	-	1	1.2	1	1.5	-	-
Construction.....	-	-	-	-	-	-	-	-
Miscellaneous nonmanufacturing	-	-	-	-	-	-	-	-

¹ Excludes railroads and airlines.

² Includes 1 agreement, red-circle rates established for minority group employees following broadening of job opportunities; and 1 agreement,

rate applies in temporary transfer due to lack of work.

NOTE: Nonadditive.

Table 18. Automatic elimination of red-circle rates, in major collective bargaining agreements, by industry, 1976

(Workers in thousands)

Industry	All agreements		Total with red-circle rates		Automatic elimination procedure			
	Agreements	Workers	Agreements	Workers	Total		General wage increases withheld	
					Agreements	Workers	Agreements	Workers
All industries.....	1,711	7,571.3	269	1,264.4	153	896.9	52	464.0
Manufacturing.....	857	3,625.3	199	952.8	110	648.3	32	343.1
Ordnance, accessories.....	13	34.2	3	9.6	-	-	-	-
Food, kindred products.....	107	307.0	20	125.3	6	23.0	2	4.5
Tobacco manufacturing.....	9	26.6	2	7.3	-	-	-	-
Textile mill products.....	12	29.8	1	1.6	-	-	-	-
Apparel.....	48	424.2	1	1.6	-	-	-	-
Lumber, wood products.....	7	13.3	-	-	-	-	-	-
Furniture, fixtures.....	19	29.8	2	2.5	1	1.5	-	-
Paper, allied products.....	49	78.7	18	28.5	11	19.4	6	10.9
Printing and publishing.....	26	48.6	1	2.0	-	-	-	-
Chemicals.....	53	102.1	13	18.9	9	13.5	1	2.3
Petroleum refining.....	13	28.4	10	21.0	9	18.3	2	2.3
Rubber and plastics.....	20	100.1	2	5.0	1	3.8	1	3.8
Leather products.....	16	42.6	1	1.3	1	1.3	-	-
Stone, clay, and glass.....	29	84.0	8	16.3	3	6.0	1	2.4
Primary metals.....	93	556.3	37	410.6	30	385.6	10	280.3
Fabricated metals.....	35	109.0	11	68.8	8	63.5	2	22.8
Machinery.....	91	241.1	24	71.6	7	14.5	3	4.9
Electrical machinery.....	98	407.8	28	92.3	20	76.3	2	3.4
Transportation equipment.....	99	910.3	12	51.6	3	14.5	2	5.5
Instruments.....	11	29.8	5	16.7	1	7.0	-	-
Miscellaneous manufacturing.....	9	21.4	-	-	-	-	-	-
Nonmanufacturing.....	854	3,946.0	70	311.6	43	248.6	20	120.8
Mining, crude petroleum, and natural gas.....	19	160.1	2	3.3	2	3.3	-	-
Transportation.....	79	664.7	3	5.3	2	4.3	2	4.3
Communications.....	65	747.7	9	163.9	8	161.0	3	69.9
Utilities, electric and gas.....	76	221.0	42	175.6	29	77.0	14	45.1
Wholesale trade.....	17	30.0	1	1.5	1	1.5	1	1.5
Retail trade.....	133	408.7	7	13.4	-	-	-	-
Hotels and restaurants.....	41	168.3	1	2.3	-	-	-	-
Services.....	71	304.1	3	3.8	1	1.5	-	-
Construction.....	350	1,234.9	1	1.0	-	-	-	-
Miscellaneous nonmanufacturing.....	3	6.5	1	1.5	-	-	-	-

	Automatic elimination procedure--Continued						No reference to automatic elimination procedure	
	Individual wage adjustments		Eliminated or partially eliminated after specified period		Reduced and eliminated in steps			
	Agreements	Workers	Agreements	Workers	Agreements	Workers		
All industries.....	28	157.5	59	248.0	40	182.3	116	367.4
Manufacturing.....	26	133.8	42	124.9	29	107.0	89	304.4
Ordnance, accessories.....	-	-	-	-	-	-	3	9.6
Food, kindred products.....	-	-	5	20.9	-	-	14	102.3
Tobacco manufacturing.....	-	-	-	-	-	-	2	7.3
Textile mill products.....	-	-	-	-	-	-	1	1.6
Apparel.....	-	-	-	-	-	-	1	1.6
Lumber, wood products.....	-	-	-	-	-	-	-	-
Furniture, fixtures.....	1	1.5	-	-	-	-	1	1.0
Paper, allied products.....	2	4.5	5	10.0	5	8.4	7	9.1
Printing and publishing.....	-	-	-	-	-	-	1	2.0
Chemicals.....	-	-	9	13.5	1	2.3	4	5.4
Petroleum refining.....	1	1.3	8	17.3	1	1.1	1	2.7
Rubber and plastics.....	-	-	-	-	-	-	1	1.3
Leather products.....	-	-	1	1.3	-	-	-	-
Stone, clay, and glass.....	-	-	2	3.6	-	-	5	10.3
Primary metals.....	14	81.3	4	11.8	5	22.1	7	25.0
Fabricated metals.....	5	39.5	2	23.3	1	1.2	3	5.3
Machinery.....	3	5.6	2	5.9	-	-	17	57.1
Electrical machinery.....	-	-	3	8.1	15	64.8	8	16.0
Transportation equipment.....	-	-	1	9.0	-	-	9	37.1
Instruments.....	-	-	-	-	1	7.0	4	9.7
Miscellaneous manufacturing.....	-	-	-	-	-	-	-	-
Nonmanufacturing.....	2	23.8	17	123.0	11	75.3	27	63.0
Mining, crude petroleum, and natural gas.....	-	-	2	3.3	-	-	-	-
Transportation ¹	-	-	-	-	-	-	1	1.0
Communications.....	-	-	4	98.6	4	63.1	1	2.9
Utilities, electric and gas.....	2	23.8	10	19.6	7	12.1	13	38.6
Wholesale trade.....	-	-	-	-	-	-	-	-
Retail trade.....	-	-	-	-	-	-	7	13.4
Hotels and restaurants.....	-	-	-	-	-	-	-	-
Services.....	-	-	-	-	-	-	1	2.3
Construction.....	-	-	1	1.5	-	-	2	2.3
Miscellaneous nonmanufacturing.....	-	-	-	-	-	-	1	1.0

¹ Excludes railroads and airlines.

NOTE: Nonadditive.

Table 19. Conditional elimination of red-circle rates, in major collective bargaining agreements, by industry, 1976

(Workers in thousands)

Industry	All agreements		Total with red-circle rates		Condition for rate elimination					
	Agreements	Workers	Agreements	Workers	Total		Transfer or promotion		Refusal to accept transfer or promotion	
					Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries.....	1,711	7,571.3	269	1,264.4	182	524.8	117	476.2	37	85.8
Manufacturing.....	857	3,625.3	199	952.8	119	437.0	103	403.7	27	69.5
Ordnance, accessories.....	13	34.2	3	9.6	3	9.6	3	9.6	2	4.5
Food, kindred products.....	107	307.0	20	125.3	9	31.9	7	27.8	3	6.1
Tobacco manufacturing.....	9	26.6	2	7.3	2	7.3	2	7.3	-	-
Textile mill products.....	12	29.8	1	1.6	1	1.6	1	1.6	-	-
Apparel.....	48	424.2	1	1.6	1	1.6	1	1.6	-	-
Lumber, wood products.....	7	13.3	-	-	-	-	-	-	-	-
Furniture, fixtures.....	19	29.8	2	2.5	2	2.5	2	2.5	-	-
Paper, allied products.....	49	76.7	18	28.5	12	20.4	8	13.8	4	6.3
Printing and publishing.....	26	48.6	1	2.0	-	-	-	-	-	-
Chemicals.....	53	102.1	13	18.9	6	8.8	6	6.8	-	-
Petroleum refining.....	13	26.4	10	21.0	7	15.8	5	9.5	5	11.2
Rubber and plastics.....	20	100.1	2	5.0	1	1.3	1	1.3	-	-
Leather products.....	16	42.6	1	1.3	-	-	-	-	-	-
Stone, clay, and glass.....	29	84.0	8	16.3	3	5.4	1	2.0	3	5.4
Primary metals.....	93	556.3	37	410.6	15	108.3	14	107.3	1	1.1
Fabricated metals.....	35	109.0	11	68.8	7	48.1	7	48.1	1	2.6
Machinery.....	91	241.1	24	71.6	18	62.8	17	61.6	3	16.8
Electrical machinery.....	98	407.8	28	92.3	21	72.5	19	65.5	3	11.8
Transportation equipment.....	99	910.3	12	51.6	7	29.4	5	25.7	2	3.7
Instruments.....	11	29.8	5	16.7	4	9.7	4	9.7	-	-
Miscellaneous manufacturing	9	21.4	-	-	-	-	-	-	-	-
Nonmanufacturing.....	854	3,946.0	70	311.6	23	87.8	14	72.4	10	16.3
Mining, crude petroleum, and natural gas.....	19	160.1	2	3.3	-	-	-	-	-	-
Transportation ¹	79	664.7	3	5.3	3	5.3	3	5.3	1	1.0
Communications.....	65	747.7	9	163.9	4	52.0	2	47.4	2	4.6
Utilities, electric and gas	76	221.0	42	115.6	14	26.6	7	15.9	7	10.8
Wholesale trade.....	17	30.0	1	1.5	-	-	-	-	-	-
Retail trade.....	133	408.7	7	13.4	2	3.8	2	3.8	-	-
Hotels and restaurants.....	41	168.3	1	2.3	-	-	-	-	-	-
Services.....	71	304.1	3	3.8	-	-	-	-	-	-
Construction.....	350	1,234.9	1	1.0	-	-	-	-	-	-
Miscellaneous nonmanufacturing.....	3	6.5	1	1.5	-	-	-	-	-	-

	Condition for rate elimination—Continued							
	Upward classification of job		Inefficiency, poor workmanship, or misconduct		Absence beyond a specified period		Conditional elimination no details given	
All industries.....	5	15.3	5	16.8	3	4.9	3	3.9
Manufacturing.....	5	15.3	4	11.5	3	4.9	3	3.9
Ordnance, accessories.....	-	-	-	-	-	-	-	-
Food, kindred products.....	-	-	2	4.6	-	-	-	-
Tobacco manufacturing.....	-	-	-	-	-	-	-	-
Textile mill products.....	-	-	-	-	-	-	-	-
Apparel.....	-	-	-	-	-	-	-	-
Lumber, wood products.....	-	-	-	-	-	-	-	-
Furniture, fixtures.....	-	-	-	-	-	-	-	-
Paper, allied products.....	1	1.6	-	-	-	-	-	-
Printing and publishing.....	-	-	-	-	-	-	-	-
Chemicals.....	-	-	-	-	1	1.0	-	-
Petroleum refining.....	-	-	-	-	-	-	-	-
Rubber and plastics.....	-	-	-	-	-	-	-	-
Leather products.....	-	-	-	-	-	-	-	-
Stone, clay, and glass.....	-	-	-	-	-	-	-	-
Primary metals.....	-	-	-	-	-	-	1	1.0
Fabricated metals.....	-	-	-	-	-	-	-	-
Machinery.....	2	3.0	1	4.9	1	1.9	1	1.1
Electrical machinery.....	2	10.6	-	-	-	-	1	1.8
Transportation equipment.....	-	-	1	2.0	1	2.0	-	-
Instruments.....	-	-	-	-	-	-	-	-
Miscellaneous manufacturing.....	-	-	-	-	-	-	-	-
Nonmanufacturing.....	-	-	1	5.3	-	-	-	-
Mining, crude petroleum, and natural gas.....	-	-	-	-	-	-	-	-
Transportation ¹	-	-	-	-	-	-	-	-
Communications.....	-	-	-	-	-	-	-	-
Utilities, electric and gas.....	-	-	1	5.3	-	-	-	-
Wholesale trade.....	-	-	-	-	-	-	-	-
Retail trade.....	-	-	-	-	-	-	-	-
Hotels and restaurants.....	-	-	-	-	-	-	-	-
Services.....	-	-	-	-	-	-	-	-
Construction.....	-	-	-	-	-	-	-	-
Miscellaneous nonmanufacturing.....	-	-	-	-	-	-	-	-

¹ Excludes railroads and airlines.

NOTE: Nonadditive.

Table 20. Elimination of red-circle rates by promotion or transfer, in major collective bargaining agreements, 1976

(Workers in thousands)

Type of job change affecting red-circle rates	Agreements	Workers
Total agreements with red-circle rate.....	269	1,264.4
Total with type of job change.....	117	476.2
Promotion.....	70	332.1
Voluntary transfer.....	26	116.8
Transfer, conditions not specified.....	41	178.8
Involuntary transfer.....	15	53.4
Temporary transfer.....	1	2.2
Temporary transfer, red-circle rate regained on flowback....	37	126.9

NOTE: Nonadditive.

Table 21. Information to and role of union in red-circle rate procedures, in major collective bargaining agreements, 1976

(Workers in thousands)

Provision	Agreements	Workers
All agreements.....	1,711	7,571.3
Total agreements with red-circle rates.....	269	1,264.4
Total with union participation in establishing or eliminating red-circle rates.....	15	60.3
Union has an advisory role.....	4	41.0
Union approval of action required....	11	19.3
No reference to union participation....	254	1,204.1
Total with information provided to union.....	21	52.3
No reference to union receiving information.....	248	1,212.1

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

Table 22. Wage reopeners in major collective bargaining agreements, by industry, 1976

(Workers in thousands)

Industry	All agreements		Negotiable issues during wage reopener						No reference to reopener	
	Agreements	Workers	Total		Wages only		Wages and other issues		Agreements	Workers
			Agreements	Workers	Agreements	Workers	Agreements	Workers		
All industries.....	1,711	7,571.3	319	1,670.8	245	1,351.0	74	319.8	1,392	5,900.5
Manufacturing.....	857	3,625.3	131	504.5	111	464.6	20	39.9	726	3,120.8
Ordnance, accessories.....	13	34.2	-	-	-	-	-	-	13	34.2
Food, kindred products.....	107	307.0	15	34.6	13	32.4	2	2.3	92	272.4
Tobacco manufacturing.....	9	26.6	3	12.8	2	8.9	1	3.8	6	13.9
Textile mill products.....	12	25.8	8	15.7	8	15.7	-	-	4	14.1
Apparel.....	48	424.2	25	261.7	25	261.7	-	-	23	162.5
Lumber, wood products.....	7	13.3	-	-	-	-	-	-	7	13.3
Furniture, fixtures.....	19	29.8	5	6.9	3	3.2	2	3.7	14	22.9
Paper, allied products.....	49	78.7	11	15.8	9	12.8	2	3.0	38	62.9
Printing and publishing.....	26	48.6	2	4.7	1	3.5	1	1.2	24	43.9
Chemicals.....	53	102.1	19	39.8	19	39.8	-	-	34	62.3
Petroleum refining.....	13	28.4	10	18.9	9	17.5	1	1.4	3	9.5
Rubber and plastics.....	20	100.1	2	4.8	1	1.1	1	3.8	18	95.3
Leather products.....	16	42.6	4	15.2	4	15.2	-	-	12	27.4
Stone, clay, and glass.....	29	84.0	2	4.0	-	-	2	4.0	27	80.0
Primary metals.....	93	556.3	9	21.1	5	12.5	4	8.6	84	535.2
Fabricated metals.....	35	109.0	4	10.3	3	9.0	1	1.2	31	98.8
Machinery.....	91	241.1	3	4.3	3	4.3	-	-	88	236.8
Electrical machinery.....	98	407.8	3	17.4	2	15.4	1	2.0	95	390.4
Transportation equipment.....	99	910.3	4	7.6	2	2.8	2	4.8	95	902.7
Instruments.....	11	29.8	1	7.0	1	7.0	-	-	10	22.8
Miscellaneous manufacturing	9	21.4	1	1.9	1	1.9	-	-	8	19.5
Nonmanufacturing.....	854	3,946.0	188	1,166.3	134	886.3	54	279.9	666	2,779.7
Mining, crude petroleum, and natural gas.....	19	160.1	4	129.9	3	128.1	1	1.8	15	30.1
Transportation ¹	79	664.7	44	499.5	38	445.4	6	54.1	35	165.2
Communications ¹	65	747.7	3	5.5	3	5.5	-	-	62	742.2
Utilities, electric and gas	76	221.0	23	66.5	21	47.8	2	18.8	53	154.5
Wholesale trade.....	17	30.0	2	2.5	1	1.0	1	1.5	15	27.5
Retail trade.....	133	408.7	27	89.5	15	47.0	12	42.5	106	319.1
Hotels and restaurants.....	41	168.3	15	77.7	11	61.8	4	15.9	26	90.5
Services.....	71	304.1	13	59.5	7	23.2	6	36.3	58	244.6
Construction.....	350	1,234.9	55	233.0	34	125.0	21	108.0	295	1,001.8
Miscellaneous nonmanufacturing.....	3	6.5	2	2.5	1	1.5	1	1.0	1	4.0

¹ Excludes railroads and airlines.

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

Table 23. Scheduled and contingent reopeners, in major collective bargaining agreements, by industry, 1976

(Workers in thousands)

Industry	All agreements		Type of reopener							
			Total		Scheduled		Contingency		Both	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries.....	1,711	7,571.3	319	1,670.8	166	526.6	148	1,113.2	5	31.0
Manufacturing.....	857	3,625.3	131	504.5	69	148.6	60	353.3	2	2.6
Ordnance, accessories.....	13	34.2	-	-	-	-	-	-	-	-
Food, kindred products.....	107	307.0	15	34.6	6	9.3	8	23.8	1	1.6
Tobacco manufacturing.....	9	26.6	3	12.8	2	7.3	1	5.5	-	-
Textile mill products.....	12	29.8	8	15.7	6	15.7	-	-	-	-
Apparel.....	48	424.2	25	261.7	1	6.0	24	255.7	-	-
Lumber, wood products.....	7	13.3	-	-	-	-	-	-	-	-
Furniture, fixtures.....	19	29.8	5	6.9	4	5.7	1	1.2	-	-
Paper, allied products.....	49	78.7	11	15.8	10	14.7	1	1.1	-	-
Printing and publishing....	26	48.6	2	4.7	1	1.2	1	3.5	-	-
Chemicals.....	53	102.1	19	39.8	17	34.7	2	5.1	-	-
Petroleum refining.....	13	28.4	10	18.9	3	4.7	7	14.3	-	-
Rubber and plastics.....	20	100.1	2	4.8	2	4.8	-	-	-	-
Leather products.....	16	42.6	4	15.2	-	-	4	15.2	-	-
Stone, clay, and glass.....	29	84.0	2	4.0	1	1.6	1	2.4	-	-
Primary metals.....	93	556.3	9	21.1	2	7.0	6	13.0	1	1.0
Fabricated metals.....	35	109.0	4	10.3	3	8.3	1	2.0	-	-
Machinery.....	91	241.1	3	4.3	3	4.3	-	-	-	-
Electrical machinery.....	98	407.8	3	17.4	2	9.4	-	-	-	-
Transportation equipment...	99	910.3	4	7.6	2	5.1	2	8.0	-	-
Instruments.....	11	29.8	1	7.0	1	7.0	-	2.5	-	-
Miscellaneous manufacturing	9	21.4	1	1.9	1	1.9	-	-	-	-
Nonmanufacturing.....	854	3,946.0	188	1,166.3	97	377.9	88	759.9	3	28.4
Mining, crude petroleum, and natural gas.....	19	160.1	4	129.9	1	1.4	3	128.5	-	-
Transportation ¹	79	664.7	44	499.5	2	2.6	42	496.9	-	-
Communications.....	65	747.7	3	5.5	3	5.5	-	-	-	-
Utilities, electric and gas	76	221.0	23	66.5	20	60.6	2	3.9	1	2.0
Wholesale trade.....	17	30.0	2	2.5	1	1.5	1	1.0	-	-
Retail trade.....	133	408.7	27	89.5	9	35.3	17	51.8	1	2.4
Hotels and restaurants.....	41	168.3	15	77.7	11	47.9	3	5.8	1	24.0
Services.....	71	304.1	13	59.5	7	29.8	6	29.8	-	-
Construction.....	350	1,234.9	55	233.0	41	190.8	14	42.3	-	-
Miscellaneous nonmanufacturing.....	3	6.5	2	2.5	2	2.5	-	-	-	-

¹ Excludes railroads and airlines.

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

Table 25. Scheduled and contingent reopeners, in major collective bargaining agreements, 1976

(Workers in thousands)

Type of reopener	Agreements	Workers
All agreements.....	1,711	7,571.3
Total with scheduled reopener.....	171	557.6
Automatic.....	32	91.3
Mutual consent.....	10	26.6
Either party.....	115	412.8
Union.....	12	22.5
Management.....	1	1.3
Other.....	1	3.0
Total with contingent reopener.....	153	1,140.3
Automatic.....	28	137.9
Mutual consent.....	6	21.5
Either party.....	83	826.9
Union.....	31	142.5
Management.....	2	5.1
Other.....	3	10.1

¹ Includes 1 agreement, either automatic or union, depending on contingency.

² Includes 1 agreement, automatic or either party, depending on contingency; 1 agreement, either party or union, depending on contingency; and 1 agreement,

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

Table 26. Advance notice of reopener, in major collective bargaining agreements, 1976

(Workers in thousands)

Advance notice period	Agreements	Workers
All agreements.....	1,711	7,571.3
Total with reopener provisions.....	319	1,670.8
Total with advance notice.....	196	1,191.0
Less than 16 days.....	9	98.1
16 to 30.....	22	67.0
31 to 45.....	4	23.4
46 to 60.....	129	866.5
61 to 90.....	10	42.9
More than 90.....	3	6.3
Advance notice - period not specified.....	19	86.6
No reference to advance notice.....	123	479.8

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

Table 27. Dispute settlement procedure following reopening, in major collective bargaining agreements, by industry, 1976

(Workers in thousands)

Industry	Total with reopener provisions		Procedure					
			Total		Disputed issues will be arbitrated		Union may strike	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries.....	319	1,670.8	195	1,314.5	56	391.3	25	54.3
Manufacturing.....	131	504.5	83	388.8	30	282.8	16	29.5
Ordnance, accessories.....	-	-	-	-	-	-	-	-
Food, kindred products.....	15	34.6	8	23.4	2	14.5	1	1.0
Tobacco manufacturing.....	3	12.8	-	-	-	-	-	-
Textile mill products.....	8	15.7	7	14.1	-	-	3	7.9
Apparel.....	25	261.7	24	254.5	23	248.5	-	-
Lumber, wood products.....	-	-	-	-	-	-	-	-
Furniture, fixtures.....	5	6.9	1	1.0	-	-	-	-
Paper, allied products.....	11	15.8	4	5.9	1	1.6	2	3.3
Printing and publishing.....	2	4.7	-	-	-	-	-	-
Chemicals.....	19	39.8	12	22.1	-	-	2	3.1
Petroleum refining.....	10	18.9	8	11.8	-	-	5	7.5
Rubber and plastics.....	2	4.8	-	-	-	-	-	-
Leather products.....	4	15.2	3	14.2	3	14.2	-	-
Stone, clay, and glass.....	2	4.0	-	-	-	-	-	-
Primary metals.....	9	21.1	6	13.0	1	4.0	1	3.4
Fabricated metals.....	4	10.3	2	5.3	-	-	-	-
Machinery.....	3	4.3	3	4.3	-	-	1	1.8
Electrical machinery.....	3	17.4	1	7.4	-	-	-	-
Transportation equipment.....	4	7.5	2	2.8	-	-	1	1.5
Instruments.....	1	7.0	1	7.0	-	-	-	-
Miscellaneous manufacturing.....	1	1.9	1	1.9	-	-	-	-
Nonmanufacturing.....	188	1,166.3	112	925.8	26	108.5	9	24.7
Mining, crude petroleum, and natural gas.....	4	129.9	4	129.9	-	-	-	-
Transportation ¹	44	499.5	40	485.4	1	1.6	1	1.0
Communications.....	3	5.5	1	1.3	-	-	-	-
Utilities, electric and gas.....	23	66.5	13	46.3	5	12.5	3	9.1
Wholesale trade.....	2	2.5	1	1.5	-	-	-	-
Retail trade.....	27	89.5	13	50.5	5	17.3	-	-
Hotels and restaurants.....	15	77.7	8	42.7	6	42.2	-	-
Services.....	13	59.5	8	25.4	2	6.5	-	-
Construction.....	55	233.0	22	125.2	6	27.3	5	14.5
Miscellaneous nonmanufacturing.....	2	2.5	2	2.5	1	1.0	-	-

Industry	Procedure --Continued					
	Strike and lockout permitted		Agreement terminates		Procedure not specified	
	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries.....	102	677.9	12	191.1	124	356.3
Manufacturing.....	33	65.6	4	10.8	48	115.8
Ordnance, accessories.....	-	-	-	-	-	-
Food, kindred products.....	5	7.9	-	-	7	11.3
Tobacco manufacturing.....	-	-	-	-	3	12.8
Textile mill products.....	4	6.2	-	-	1	1.6
Apparel.....	-	-	1	6.0	1	7.2
Lumber, wood products.....	-	-	-	-	-	-
Furniture, fixtures.....	1	1.0	-	-	4	5.9
Paper, allied products.....	-	-	1	1.1	7	9.8
Printing and publishing.....	-	-	-	-	2	4.7
Chemicals.....	10	19.0	-	-	7	17.7
Petroleum refining.....	2	2.5	1	1.8	2	7.1
Rubber and plastics.....	-	-	-	-	2	4.8
Leather products.....	-	-	-	-	1	1.0
Stone, clay, and glass.....	-	-	-	-	2	4.0
Primary metals.....	4	5.6	-	-	3	8.0
Fabricated metals.....	2	5.3	-	-	2	5.0
Machinery.....	2	2.5	-	-	-	-
Electrical machinery.....	1	7.4	-	-	2	10.0
Transportation equipment.....	1	1.3	-	-	2	4.8
Instruments.....	1	7.0	-	-	-	-
Miscellaneous manufacturing.....	-	-	1	1.9	-	-
Nonmanufacturing.....	69	612.3	8	180.3	76	240.5
Mining, crude petroleum, and natural gas.....	3	4.9	1	125.0	-	-
Transportation ¹	37	452.6	1	30.0	4	14.0
Communications.....	1	1.3	-	-	2	4.3
Utilities, electric and gas.....	2	4.9	3	19.6	10	20.3
Wholesale trade.....	-	-	1	1.5	1	1.0
Retail trade.....	7	30.4	1	2.7	14	39.0
Hotels and restaurants.....	2	15.5	-	-	7	20.0
Services.....	5	17.4	1	1.5	5	34.0
Construction.....	11	83.4	-	-	33	107.8
Miscellaneous nonmanufacturing.....	1	1.5	-	-	-	-

¹ Excludes railroads and airlines.

NOTE: Nonadditive.

Table 28. Automatic wage changes, in sample of major collective bargaining agreements, 1976

(Workers in thousands)

Conditions	Agreements	Workers
All agreements.....	1,711	7,571.3
Total with conditions for automatic wage change.....	77	410.3
Change in minimum wage laws.....	57	345.2
Change in area wage levels.....	5	15.6
Change in industry wage levels.....	10	33.7
Change in other company agreements.....	4	15.8
Reduction in hours and no reduction in wages.....	4	18.8
No reference to automatic wage change.....	1,634	7,161.1

NOTE: Nonadditive.

Table 29. Travel allowances, in sample of major collective bargaining agreements, 1976

(Workers in thousands)

Travel allowance provisions	Agreements	Workers
Total sample agreements.....	425	2,686.5
Total with per diem.....	45	280.4
General per diem.....	34	212.4
Miscellaneous expense per diem.....	9	64.1
Both.....	2	3.8
No reference to per diem.....	380	2,406.1
Total with lodging.....	82	537.4
Allowance.....	21	95.1
Reimbursement.....	25	175.9
Furnished.....	19	174.6
Allowance or reimbursement.....	6	56.1
Allowance or furnished.....	4	13.6
Reimbursement or furnished.....	5	18.8
Allowance, reimbursement, or furnished.....	2	3.1
No reference to lodging.....	343	2,149.1
Total with meals while in travel status.....	78	521.4
Allowance.....	23	109.8
Reimbursement.....	30	217.4
Furnished.....	10	86.1
Allowance or reimbursement.....	5	54.8
Allowance or furnished.....	6	45.8
Reimbursement or furnished.....	3	5.9
Allowance, reimbursement, or furnished.....	1	1.5
No reference to meals while in travel status.....	347	2,165.1

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

Table 30. Transportation allowances, in sample of major collective bargaining agreements, 1976

(Workers in thousands)

Transportation provisions	Agreements	Workers
Total sample agreements.....	425	2,686.5
Total referring to work related transportation.....	142	1,100.6
Local.....	36	354.4
Out-of-town.....	51	445.1
Both.....	43	265.0
Transportation provision - no details.....	12	36.0
No reference to work related transportation.....	283	1,585.9
Total referring to out-of-town transportation.....	94	710.1
Expense paid, means of transportation not shown.....	32	119.7
Common carrier.....	27	388.9
Private vehicle allowance.....	38	303.1
Furnished.....	40	380.5
No reference to out-of-town transportation.....	331	1,976.4
Total referring to local transportation.....	79	619.4
Expense paid, means of transportation not shown.....	11	55.5
Common carrier.....	17	162.1
Private vehicle allowance.....	43	275.5
Furnished.....	33	317.2
No reference to local transportation.....	346	2,067.1

NOTE: Nonadditive.

Table 31. Compensation for travel time, in sample of major collective bargaining agreements, 1976

(Workers in thousands)

Travel time provisions	Agreements	Workers
Total sample agreements.....	425	2,686.5
Total with out-of-town travel time subject to compensation.....	69	613.8
Actual travel time.....	25	343.8
Travel time during regular working hours.....	21	118.9
Travel time during regular working hours, weekends, and days off.....	9	109.9
Flat amount not related to work period.....	2	11.3
Varies.....	4	10.8
Unable to determine.....	8	19.0
No reference to out-of-town travel time subject to compensation.....	356	2,072.7
Total with type of compensation for out-of-town travel time.....	69	613.8
Straight time or regular rate.....	25	159.5
Less than straight time rate.....	1	3.0
Flat dollar amount - no relation to regular rate.....	1	15.0
Straight time and premium rate.....	13	118.5
Rate not specified.....	29	317.4
No reference to type of compensation for out-of-town travel time.....	356	2,072.7
Local travel time subject to compensation.....	60	349.6

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

Table 32. Meal allowance, nontravel status, in sample of major collective bargaining agreements, 1976

(Workers in thousands)

Type of allowance provision	Agreements	Workers
Total sample agreements.....	425	2,686.5
Total with meals while in nontravel status.....	96	487.0
Allowance or reimbursement		
During regular hours.....	17	75.6
During overtime or shift work.....	55	197.1
Furnished		
During regular hours.....	19	92.4
During overtime or shift work.....	38	232.9
Unclear.....	7	23.0
No reference to meals while in nontravel status.....	329	2,199.5

NOTE: Nonadditive.

Appendix A. Selected Wage Administration Provisions

To illustrate how complete wage administration provisions appear in collective bargaining agreements, sections of several agreements are reproduced in their entirety. Intervening but irrelevant clauses have been deleted.

Agreement between—

Employer: Carrier Corporation, Elliott Co., Division
 Jeannette, Pa.

Union: United Steelworkers of America

Expiration date: June 1977

SECTION III. RATES OF PAY

A. Standard Hourly Wage Scale

The standard hourly wage scale of rates for the respective job classes, provided for in subsection I below, shall be as follows for the term of this agreement:

<i>JOB CLASS</i>	<i>RATES</i>		
	<i>Effective 6/8/74</i>	<i>Effective 6/8/75</i>	<i>Effective 6/8/76</i>
1	3.890	4.090	4.290
2	3.963	4.168	4.368
3	4.036	4.246	4.446
4	4.109	4.324	4.524
5	4.182	4.402	4.602
6	4.255	4.480	4.680
7	4.328	4.558	4.758
8	4.401	4.636	4.836
9	4.474	4.764	4.964
10	4.547	4.847	5.047
11	4.620	4.930	5.130
12	4.693	5.013	5.213
13	4.766	5.096	5.296
14	4.839	5.179	5.379
15	4.912	5.262	5.462
16	4.985	5.345	5.545
17	5.058	5.428	5.628
18	5.131	5.511	5.711
19	5.204	5.594	5.794
20	5.277	5.677	5.877
21	5.350	5.760	5.960

B. Application of the Standard Hourly Wage Scale

1. The standard hourly wage scale rate for each job class shall be the standard hourly wage rate for all jobs

classified within such job class.

2. The Job Evaluation Manual and the Job Classification Book, heretofore adopted and agreed to by the parties pursuant to the provisions of the Job Evaluation Agreement dated April 26, 1960, shall continue in effect as a part of this Agreement.

3. An employee receiving an out-of-line differential on June 7, 1974, shall continue to receive such out-of-line differential for each hour worked by him on his job, or, if a trainee or an apprentice, at the same training level in his program, subject to the following conditions:

a. An out-of-line differential shall be eliminated when an employee voluntarily permanently leaves the job as to which the out-of-line differential exists for that employee.

b. When an employee is promoted to a higher rated job, or when a trainee or apprentice moves to a higher training level on his job, he shall suffer no reduction in pay. At the time of the rate adjustment following promotion, the employee's former out-of-line differential shall be terminated for all purposes, and a revised out-of-line differential, applicable only to the promoted employee on his new job, training or apprentice level, will be established, if required, to maintain his original hourly rate of pay in effect on June 8, 1974.

c. If an employee is demoted or laid off from his job he shall lose his out-of-line differential until he returns to such job. The same principles shall apply to Journeymen below the standard rates.

d. Out-of-line differentials shall also be reduced or eliminated by increment changes.

C. Temporary Transfer Rates

1. When an employee is temporarily transferred from one job to another for the Company's convenience, he shall receive his rate on his regular job or the maximum rate of the job to which he is transferring, whichever is higher.

2. When an employee is temporarily transferred for his convenience at his request, he shall receive the standard hourly wage rate of the job to which he is transferred. This clause does not apply to layoffs for lack of work. . . .

E. Wage Rate Inequity Grievances

No basis shall exist for an employee to allege that a wage-rate inequity exists and no grievances on behalf of an employee alleging a wage-rate inequity shall be filed or processed during the term of this Agreement.

F. Correction of Errors

Notwithstanding any provisions of this Section, errors in application of rates of pay shall be corrected, but not more than sixty (60) days retroactively. . . .

Agreement between—

Employer: New York Coat and Suit Association,
Inc. New York, New Jersey and Pennsylvania
Union: International Ladies' Garment Workers'
Expiration date: May 1979

ARTICLE TENTH: WAGE SCALES

1. Week work crafts. Each worker employed in the following crafts shall work on a week work basis and shall be paid no less than the following minimum weekly wages for a 35-hour week:

	<i>Beginning</i> 6/7/76	6/6/77	6/5/78
Cutters, Markers and Graders . . .	\$204.50	\$218.50	\$232.50
Samplemakers	180.00	190.00	200.00
Examiners	150.00	160.00	165.00
Floor help	112.00	119.00	127.75

2. Tailor system shops.

(a) Piece work.

(i) Craft minimum wages. Each worker employed in tailor system shops in the following crafts shall work on a piece rate basis and shall be paid no less than the following minimum hourly wages:

	<i>Beginning</i> 6/7/76	6/6/77	6/5/78
Operators and pressers	\$3.70	\$3.80	\$3.90
Skirt operators and skirt pressers .	3.45	3.65	3.80
Finishers	3.30	3.45	3.60
Special machine operators	3.50	3.70	3.90
Machine pressers	4.35	4.50	4.60
Skirt finishers	3.30	3.45	3.60

(ii) Piece rate yields. Piece rates in tailor system shops shall be set to yield a worker of average skill the following straight-time hourly earnings for each hour of continuous work:

	<i>Beginning</i> 6/7/76	6/7/77	6/5/78
Operators, pressers and button- hole makers	\$4.95	\$5.20	\$5.40
Skirt operators	4.75	5.00	5.20
Finishers and skirt pressers	4.50	4.70	4.90
Special machine operators	4.80	5.10	5.40
Machine pressers	5.45	5.75	6.00
Skirt finishers	3.75	3.95	4.10

(b) Week work. With the consent of his workers and the Union, the Employer may substitute the week work system for a piece work system in a tailor system shop. If he does so, each worker employed in the following crafts shall be paid no less than the following minimum weekly wages:

	<i>Beginning</i> 6/7/76	6/6/77	6/5/78
Operators and pressers	\$175.00	\$185.00	\$190.00
Skirt operators and skirt pressers	165.00	175.00	180.00
Finishers and skirt pressers	155.00	160.00	165.00
Special machine operators	165.00	175.00	190.00
Machine pressers	190.00	200.00	210.00
Skirt finishers	130.00	135.00	140.00

Such a change in the work system shall continue in effect for the season in which it was made.

3. Section work shops.

(a) Piece work.

(i) Craft minimum wages. Each worker employed in a section work shop in the following crafts shall work on a piece rate basis and shall be paid no less than the following minimum hourly wages:

	<i>Beginning</i> 6/7/76	6/6/77	6/5/78
Operators and pressers	\$3.45	\$3.65	\$3.80
Finishers	3.25	3.40	3.55

(ii) Piece rate yields. Piece rates in section work shops shall be set to yield workers not less than the following average straight-time hourly earnings:

	<i>Beginning</i> 6/7/76	6/6/77	6/5/78
Operators and pressers	\$4.30	\$4.60	\$4.75
Finishers	4.00	4.30	4.45

(b) Week work. All section work shops shall be on the piece work system. However, with the consent of his workers and the Union, an Employer may substitute section week work for section piece work but only if the Union and the Employer have agreed in advance on the minimum wages to be paid each craft.

4. Duplicate makers. A piece worker who makes duplicates shall receive fifty (50%) percent more than the settled piece rate for the garment. A duplicate is a garment made for use by the Employer's sales department in showing a style. Until the piece rate of such garment is settled, the worker shall be paid on account at his average weekly wage rate in the shop.

5. Higher wages. Wages which are higher than the above craft minimum wages or rates shall not be reduced.

ARTICLE ELEVENTH: CHANGE IN LEGAL MINIMUMS

If the federal legal minimum wage is increased, the minimum wages under this agreement shall be increased to the extent that each will be at least fifteen (15%) percent higher than such legal minimum.

ARTICLE TWELFTH: PIECE RATES

1. Workers shall not be required to work on a garment for which piece rates have not been settled.

2. Piece rates for a garment shall be settled on the basis of the time consumed in making such garment in each labor operation by workers of average skill in the Employer's inside shop and in his contractors' shops.

3. Piece rates for all garments made by or for an Employer in his inside shop or in his contractors' shops shall be settled on the Employer's premises at the same time. Piece rates for suit skirts shall be settled at the same time and in the same manner when the piece rates for the coats and jackets are settled.

4. The Employer and his representative, representatives of all the workers employed on his premises, in his inside shop and in his contractors' shops, and a Union representative shall participate in the settlement of piece rates. Immediately after the execution of this agreement, there shall be established a panel of experts, the members of which shall be selected jointly by the Union, the New York Coat and Suit Association, Inc., and the Infants' and Children's Coat Association, Inc., from which the Employer and the Union may mutually select a member to resolve any dispute which may arise in the settlement of piece rates.

5. The classification of standard types and grades of garments shall continue, except as they may be modified by agreement of the Union and the Association.

6. The rules, regulations, and procedures for the adjustment and settlement of piece rates, heretofore promulgated, shall continue in full force. However, they may be modified either by agreement of the Union and the Association or by decision of the Impartial Chairman in the event of a dispute.

Agreement between—

Employer: The Stop and Shop Companies, Inc.
(d/b/a Bradlees)

Boston and Suffolk County, Mass.

Union: Retail Clerks' International Association

Expiration date: July 1979

ARTICLE 12: MINIMUM WAGES

Section 1. The following minimum wage rates are effective for those employees employed prior to July 2, 1973:

	7/5/76	7/4/77	7/3/78
After 30 days of continuous service	\$2.60	\$2.70	\$2.75
After 6 months of continuous service	2.70	2.80	2.85
After 12 months of continuous service	2.85	3.00	3.20
After 18 months of continuous service	3.00	3.20	3.45
After 24 months of continuous service	3.40	3.60	3.85

Section 2. Employees hired above the minimum rates listed above shall receive an increase of five cents (5¢) every six (6) months, but in no case can they exceed the maximum rate listed above in the year in which they were so employed. When this maximum rate has been reached, such employee will receive the general wage increases as called for in this Agreement.

Section 3. For those employees in the employ of the Employer prior to July 5, 1976, the following general wage increase or adjustment to the minimum, whichever is greater, will apply:

July 5, 1976 — 30¢ Per Hour
July 4, 1977 — 20¢ Per Hour
July 3, 1978 — 25¢ Per Hour

Section 4. If, by reason of a general wage increase, an employee has reached a wage rate prior to the required length of service, he shall not be entitled to receive the next step rate increase until he has completed the required length of service, as shown by the wage schedule above listed.

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	Massachusetts Leather Manufacturers' Association	September 1977
	Leather Workers (LWU)	
2	Sun Chemical Corp., Kollsman Instrument Co., Division, Syosset, N.Y.	March 1976
	Machinists (IAM)	
3	Sheet Metal and Air Conditioning Contractors National Association, Metropolitan Detroit Chapter	May 1978
	Sheet Metal Workers (SMW)	
4	Chicago Union Restaurant Employers Council, Chicago, Ill.	July 1978
	Hotel and Restaurant Employees (HREU)	
5	Allied Employers, Inc., Wash.	March 1977
	Teamsters (IBT)(Ind.)	
6	Chicago Area Fluid Milk Agreement, Ill.	April 1977
	Teamsters (IBT)(Ind.)	
7	First National Stores, Inc., Conn.	April 1976
	Meat Cutters (MCBW)	
8	Pennsylvania Electric Co.	May 1976
	Electrical Workers (IBEW)	
9	Mobil Oil Corp., Tex.	March 1977
	Associated Petroleum Employees Union (Ind.)	
10	Sacramento Area Fluid Milk and Ice Cream Agreement, Calif.	September 1977
	Teamsters (IBT)(Ind.)	
11	Dravo Corp., Engineering Works Division, Heavy Metals Plant, Pittsburgh, Pa.	September 1977
	Marine and Shipbuilding Workers (IUMSW)	
12	ESB Inc., Automotive Division, Logansport, Ind.	May 1977
	Auto Workers (UAW)(Ind.)	
13	Greater St. Louis Automotive Association, Inc., and St. Clair-Madison Automotive Association, Inc., St. Louis, St. Clair, and Madison, Mo.	July 1976
	Machinists (IAM)	
14	Associated General Contractors of Connecticut Inc., and Connecticut Steel Fabricators and Erectors Association, Inc.	June 1977
	Iron Workers (BSIW)	
15	The Prudential Insurance Company of America, Interstate	September 1975
	Insurance Workers (IWIU)	
16	Yellow Cab Co. and Checker Taxi Co., Inc., Chicago, Ill.	May 1977
	Seafarers (SIU)	

17	National Master Freight Agreement, Western States Area Over-the-Road Motor Freight Supplement, Interstate Teamsters (IBT)(Ind.)	March 1979
18	Wholesale Grocers, Chain Store and Retailer Owned Warehouse Operators of Minneapolis, Minneapolis, Minn. Teamsters (IBT)(Ind.)	June 1979
19	Central States Area Master Dairy Agreements, Interstate Teamsters (IBT)(Ind.)	July 1979
20	Boise Cascade Corp., International Falls, Minn. Woodworkers (IWA)	May 1978
21	Anheuser-Busch, Inc., St. Louis Plant, St. Louis, Mo. Teamsters (IBT)(Ind.)	February 1979
22	General Contractors Association of Lehigh County, Pa. Laborers (LIUNA)	April 1977
23	Associated General Contractors of Colorado, Building Chapter, Inc., Colorado Contractors Association, Inc. Operating Engineers (IUOE)	April 1978
24	Automotive Repair Industry of San Mateo County and Northern Santa Clara County, Calif. Machinists (IAM)	July 1977
25	Woodworkers Association of Chicago, Chicago, Ill. Carpenters (CJA)	May 1977
26	Brewers Board of Trade, Inc., New York, N.Y. Teamsters (IBT)(Ind.)	May 1976
27	Mobile Steamship Association, Inc., Mobile, Ala. Longshoremen's Association (ILA)	September 1977
28	Builders Association of Chicago, Chicago, Ill. Bricklayers (BAC)	May 1980
29	General Motors Corp., Interstate Auto Workers (UAW)(Ind.)	September 1976
30	Plumbing Contractors Association of Chicago and Cook County and 7 others, Ill. Plumbing and Pipefitting (PPF)	May 1977
31	Dana Corp., Interstate Auto Workers (UAW)(Ind.)	December 1976
32	Association of Motion Picture and Television Producers, Inc., Hollywood, Calif. Teamsters (IBT)(Ind.)	July 1977
33	Washington Post Co., Washington, D.C. Newspaper Guild (TNG)	March 1976
34	Rexnord Inc., Milwaukee, Wis. Steelworkers (USA)	April 1976
35	Magnavox Company of Tennessee, Jefferson City, Tenn. Electrical Workers (IUE)	June 1978
36	Textron, Inc., Bell Helicopter Co. Division, Tex. Auto Workers (UAW)(Ind.)	June 1978
37	The Kroger Company of Charleston, Charleston, W. Va. Meat Cutters (MCBW)	October 1978
38	General Telephone Co. of Indiana, Inc. Electrical Workers (IBEW)	November 1977

39	The Ohio Bell Telephone Co. Communications Workers (CWA)	August 1977
40	National Union Electric Corp., Eureka Williams Co. Division, Bloomington, Ill. Machinists (IAM)	January 1979
41	Allis-Chalmers Manufacturing Co., West Allis Plant, Milwaukee, Wis. Auto Workers (UAW)(Ind.)	September 1976
42	Summa Corp., Hughes Helicopters Division, Culver City, Calif. Electronic and Space Technicians (Ind.)	June 1979
43	The Toledo Edison Co., Toledo, Ohio Electrical Workers (IBEW)	April 1976
44	New Jersey Bell Telephone Co., Commercial and Marketing Departments Communications Workers (CWA)	August 1977
45	Illinois Bell Telephone Co. Electrical Workers (IBEW)	August 1977
46	United Technologies Corp., Pratt and Whitney Aircraft Division, Southington, Conn. Machinists (IAM)	November 1977
47	Stockham Valves and Fittings, Inc., Birmingham, Ala. Steelworkers (USA)	June 1979
48	Westinghouse Electric Corp., Interstate Electrical Workers (IBEW)	July 1979
49	Lynchburg Foundry Co., Lynchburg, Va. Steelworkers (USA)	April 1976
50	General Dynamics Corp., Convair Aerospace Division, Calif., and Fla. Machinists (IAM)	April 1978
51	General Telephone Company of Wisconsin Communications Workers (CWA)	January 1977
52	Standard Oil Co., and Amoco Oil Co., Chicago, Ill. Central States Petroleum Union Affiliates (Ind.)	February 1977
53	Dayton Power and Light Co., Dayton, Ohio Utility Workers (UWU)	July 1976
54	New Jersey Bell Telephone Co., Plant and Engineering Departments Electrical Workers (IBEW)	August 1977
55	Sprague Electric Co., North Adams, Mass. Electric Workers (IUE)	May 1979
56	Union Carbide Corp., Nuclear Division, Oak Ridge Gaseous Diffusion Plant, Oak Ridge, Tenn. Oil, Chemical and Atomic Workers, (OCAW)	October 1978
57	The Torrington Co., Broad Street Plant, Torrington, Conn. Auto Workers (UAW)(Ind.)	May 1979
58	Dayco Corp., Southern Division, Waynesville, N.C. Rubber Workers (URW)	April 1977
59	Master Lock Co., Milwaukee, Wis. Auto Workers (UAW)(Ind.)	June 1980
60	Wagner Electric Corp., St. Louis, Mo. Electrical Workers (IUE)	April 1979
61	Wisconsin Power and Light Co. Electrical Workers (IBEW)	May 1978

62	General Dynamics Corp., General Dynamics subsidiary, Pomona Division, Pomona, Calif.	September 1978
	Machinists (IAM)	
63	International Harvester Co., Interstate Auto Workers (UAW)(Ind.)	September 1976
64	Colonial Stores Inc., Raleigh Division, Durham, N.C.	October 1977
	Retail Clerks (RCIU)	
65	The Stanley Works, New Britain, Conn.	May 1979
	Machinists (IAM)	
66	Retail Meat Cutters Contract, Chicago and Cook County, Ill.	September 1977
	Meat Cutters (MCBW)	
67	General Electric Co., Chicago-Cicero Plants, Chicago and Cicero, Ill.	June 1976
	Sheet Metal Workers (SMW)	
68	White Motor Corp., White Farm Equipment Co., Charles City, Iowa	April 1977
	Auto Workers (UAW)(Ind.)	
69	Robbins and Myers, Inc., Springfield, Ohio Auto Workers (UAW)(Ind.)	February 1978
70	McDonnell Douglas Corp., McDonnell Douglas Astronautics Co.—West Subsidiary, Santa Monica, Calif.	October 1977
	Machinists (IAM)	
71	Michigan Bell Telephone Co.	August 1977
	Communications Workers (CWA)	
72	Illinois Bell Telephone Co.	August 1977
	Commercial Telephone Workers Union (Ind.)	
73	GTE Sylvania, Inc., Ottawa, Ohio Electrical Workers (IBEW)	September 1976
74	GTE Lenkurt Inc., San Carlos, Calif.	June 1978
	Electrical Workers (IBEW)	
75	Indiana Bell Telephone Co., Inc.	August 1977
	Communications Workers (CWA)	
76	Duquesne Light Co. and Allegheny County Steam Heating Co. Pittsburgh, Pa.	September 1977
	Electrical Workers (IBEW)	
77	Borg-Warner Corp., Warner Gear Division, Muncie, Ind.	March 1977
	Auto Workers (UAW)(Ind.)	
78	Stuffed Toy Manufacturers Association, Inc., Interstate Toys (DTPN)	June 1976
79	Hotel and Motel Association of Greater St. Louis, Mo.	November 1976
	Hotel and Restaurant Employees (HREU)	
80	Jonathan Logan, Inc., Butte Knitting Mills Divisions, Interstate Ladies' Garment Workers (ILGWU)	February 1976
81	Nevada Resort Association, Downtown Hotels and Casinos, Las Vegas, Nev.	April 1980
	Hotel and Restaurant Employees (HREU)	
82	Allen-Bradley Co., Milwaukee, Wis.	July 1976
	Electrical Workers (UE)(Ind.)	
83	Pet, Inc., Hussman Refrigeration Division, Bridgeton, Mo.	April 1977
	Steelworkers (USA)	

84	Schnadig Corp., Interstate Upholsterers' (UIU)	September 1977
85	New England Apparel Manufacturers' Association, Inc., Interstate Ladies' Garment Workers (ILGWU)	May 1979
86	National Master Freight Agreement, Central State Area Local Cartage, Interstate Teamsters (IBT)(Ind.)	March 1979
87	Realty Advisory Board on Labor Relations, Inc., Apartment Building Agreement, New York, N.Y. Service Employees (SEIU)	April 1976
88	Chicago Lithographers Association, Chicago, Ill. Graphic Arts (GAIU)	April 1978
89	Rockwell International Corp., Atomic International Division, Rocky Flats Plants, Colo. Steelworkers (USA)	October 1978
90	New York Coat and Suit Association, Inc., Interstate Ladies' Garment Workers (ILGWU)	May 1976
91	Hinky-Dinky Supermarkets, Inc., Omaha, Neb. and Council Bluffs, Iowa Retail Clerks (RCIU)	April 1978
92	Loblaw, Inc., N.Y., and Pa. Meat Cutters (MCBW)	June 1977
93	Transport of New Jersey Transit Union (ATU)	March 1978
94	National Electrical Contractors Association, Los Angeles Chapter, Inside Wiremen Agreement, Calif. Electrical Workers (IBEW)	May 1978
95	Chicago Area Garage Attendants Agreement, Ill. Teamsters (IBT)(Ind.)	July 1979
96	Luggage Leather Goods Manufacturers' Association of New York, Inc., N.Y. Leather Goods, Plastic and Novelty Workers (LGPN)	April 1977
97	Standard Automotive Service Station Agreement, Mo. Teamsters (IBT)(Ind.)	March 1978
98	Animated Film Producers Association, Interstate Stage Employees (IATSE)	July 1979
99	Leviton Manufacturing Co., Warwick, R.I. Electrical Workers (IBEW)	May 1977
100	The Great Atlantic and Pacific Tea Co., Ann Page Division, Horseheads, N.Y. Teamsters (IBT)(Ind.)	May 1977
101	Mountain States Telephone and Telegraph Co., Interstate Communications Workers (CWA)	August 1977
102	Chicago Furniture Manufacturer's Association, Ill. Upholsterers (UIU)	May 1976
103	Oscar Mayer and Co., Inc., Chicago, Ill. Meat Cutters (MCBW)	May 1977
104	Northeastern Ohio Food Industry Employers Meat Cutters (MCBW)	September 1977
105	Dayton Tire and Rubber Co., Dayton, Ohio Plant Rubber Workers (URW)	April 1977

106	General Tire and Rubber Co., Interstate Rubber Workers (URW)	May 1976
107	Max Factor and Co., Los Angeles, Calif. Longshoremen and Warehousemen (ILWU)(Ind.)	May 1977
108	Firestone Tire and Rubber Co., Interstate Rubber Workers (URW)	April 1979
109	Consolidated Edison Co. of New York, Inc., New York, N.Y. Utility Workers (UWU)	June 1977
110	Ladish Co., Cudahy, Wis. Machinists (IAM)	February 1979
111	Honeywell, Inc., Minneapolis and St. Paul, Minn. Teamsters (IBT)(Ind.)	January 1979
112	Associated Garment Industries of St. Louis, Dress Branch, St. Louis, Mo. Ladies' Garment Workers (ILGWU)	February 1979
113	Retail Meat Markets, Mich. Meat Cutters (MCBW)	April 1977
114	New Jersey Linen Supplies Cos. Laundry and Dry Cleaning (LDC)	September 1976
115	Master Food and Liquor Agreement, Calif. Retail Clerks (RCIU)	February 1977
116	Associated General Contractors of Minnesota, Builders and Outstate Divisions, and Minnesota Concrete and Masonary Contractors Association Bricklayers (BAC)	April 1978
117	ITT Continental Baking Co., Morton Frozen Foods Division, Crozet, Va. Teamsters (IBT)(Ind.)	March 1977
118	Associated General Contractors of America and Three others, Calif. Carpenters (CJA)	June 1977
119	Associated General Contractors of Southern California and 3 others, Calif. Laborers (LIUNA)	June 1977
120	Mansfield Tire and Rubber Co., Mansfield, Ohio Rubber Workers (URW)	June 1976
121	Mack Trucks, Inc., Master Shop Agreement, Interstate Auto Workers (UAW)(Ind.)	October 1976
122	Crown Zellerbach Corp., Bogalusa Mill, Bogalusa, La. Paperworkers (UPIU)	July 1977
123	Lumber and Mill Employers Association, Master Agreement, Calif. Teamsters (IBT)(Ind.)	March 1976
124	Loews Corp., Lorillard Division, Louisville, Ky. Tobacco Workers (TWIU)	December 1976
125	International Harvester Co., Depot and Distribution Center, Main Labor Contract, Interstate Auto Workers (UAW)(Ind.)	September 1976
126	Alabama Power Co., Ala. Electrical Workers (IBEW)	August 1976
127	Continental Group Inc., Master Agreement, Interstate Steelworkers (USA)	October 1977

128	Caterpillar Tractor Co., Towmotor Corp. Subsidiary, Interstate	September 1979
	Auto Workers (UAW)(Ind.)	
129	Armco Steel Corp., Middleton and New Miami, Ohio	July 1977
	Armco Employees Independent Federation, Ind., (AEIF)(Ind.)	
130	Loews Corp., Lorillard Division, Greensboro, N.C.	February 1977
	Tobacco Workers (TWIU)	
131	Hughes Aircraft Co., Tucson Division, Tucson, Ariz.	October 1978
	Machinists (IAM)	
132	Hughes Aircraft Co., Calif.	December 1976
	Carpenters (CJA)	
133	Associated General Contractors of America, Inc., and Ohio Contractors Associations	May 1978
	Carpenters (CJA)	
134	Detroit Mason Contractors' Association, Mich.	June 1977
	Bricklayers (BAC)	
135	Building Trades Employers Association of Westchester and Putnam Counties, N.Y.	April 1978
	Bricklayers (BAC)	
136	Association of Motion Picture and Television Producers, Inc., Interstate	June 1977
	Screen Actors Guild (AAAA-SAG)	
137	National Master Freight Agreement, City Pickup and Delivery Supplement, Va.	March 1976
	Teamsters (IBT)(Ind.)	
138	Food Employers Council, Inc., Los Angeles, Calif.	November 1976
	Meat Cutters (MCBW)	
139	Popular Price Dress Contractors Association, Inc., and United Better Dress Manufacturers' Association, Inc., Interstate	January 1976
	Ladies' Garment Workers (ILGWU)	
140	Los Angeles Coat and Suit Manufacturers' Association, Los Angeles, Calif.	May 1979
	Ladies' Garment Workers (ILGWU)	
141	Southern California Drywall Finishers, Calif.	June 1977
	Painters (PAT)	
142	Bronx Realty Advisory Board, Inc., New York, N.Y.	September 1976
	Service Employees (SEIU)	
143	Associated General Contractors of East Tennessee, Chattanooga Chapter, Interstate	April 1978
	Carpenters (CJA)	
144	National Electrical Contractors Association, Boston Chapter, Boston, Mass.	August 1976
	Electrical Workers (IBEW)	
145	Connecticut Construction Industries Association, Inc., Conn., N.Y., and R.I.	March 1977
	Carpenters (CJA)	
146	Food Store Contract, Alameda County, Calif.	December 1976
	Retail Clerks (RCIU)	
147	Acme-Cleveland Corp., National Acme Co., Division, Cleveland, Ohio	September 1976
	Carpenters (CJA)	
148	Hollow Metal Door and Buck Association, Inc., N.Y., N.J. and Conn.	July 1976
	Carpenters (CJA)	

149	Allied Chemical Corp., Industrial Chemical Division, Syracuse, N.Y.	June 1976
	Steelworkers (USA)	
150	Whirlpool Corp., St. Joseph Division, St. Joseph, Minn.	May 1976
	Machinists (IAM)	
151	Sperry Rand Corp., Sperry Vickers Division, Omaha, Neb.	September 1976
	Allied Industrial Workers (AIW)	
152	Associate Jewelers Inc., N.Y., N.J. and Conn.	February 1976
	Jewelry Workers (JWU)	
153	Dow Chemical Co., Midland Division, Midland, Mich.	March 1977
	Steelworkers (USA)	
154	Bristol Manufacturing Co., Bristol, R.I.	October 1977
	Rubber Workers (URW)	
155	Fresno Hotel, Motel, and Restaurant Association, Fresno, Calif.	September 1976
	Hotel and Restaurant Employees (HREU)	
156	Woodward and Lothrop, Inc., D.C., Md., and Va.	June 1976
	Union of Woodward and Lothrop Employees (Ind.)	
157	Jno. H. Swisher and Son, Inc., Jacksonville, Fla.	June 1977
	Retail, Wholesale (RWDSU)	
158	Kimberly-Clark Corp., Neenah Mill, Neenah, Wis.	May 1976
	Paperworkers (UPIU)	
159	Cessna Aircraft Co., Hutchinson, Kans.	October 1976
	Machinists (IAM)	
160	National Master Freight Agreement, Western States Area Office Employees, Interstate	March 1976
	Teamsters (IBT)(Ind.)	
161	Associated General Contractors of Minnesota	April 1978
	Teamsters (IBT)(Ind.)	
162	Associated General Contractors of Minnesota	April 1978
	Operating Engineers (IUOE)	
163	Southern California Association of Cabinet Manufacturers	July 1977
	Carpenters (CJA)	
164	Greater Miami, Broward, Monroe Chapters of the Painting and Decorating Contractors of America, Fla.	September 1976
	Painters (PAT)	
165	North Texas Contractors Association	April 1978
	Carpenters (CJA)	
166	Associated General Contractors of America Atlanta, Ga.	June 1977
	Carpenters (CJA)	
167	Upholstered Furniture Manufacturers Association of California, Los Angeles, Calif.	June 1976
	Auto Workers (UAW)(Ind.)	
168	Reliance Electric Company, Mishawaka, Ind.	May 1976
	Steelworkers (USA)	
169	Southern California Van and Storage Industry Agreement	March 1976
	Teamsters (IBT)(Ind.)	
170	Los Angeles County Painters and Decorators Joint Committee Inc., Calif.	June 1977
	Painters (PAT)	

171	Hotel Association of New York City, Inc. New York Hotel and Motel Trades Council	May 1978
172	Southwest Forest Industries, Riegel Products Corp., N.J. Paperworkers (UPIU)	October 1977
173	Greater Chicago Hotel and Motel Association, Ill. Hotel and Restaurant Employees (HREU)	September 1977
174	Hesston Corp., Hesston, Kans. Hesston Corp. Workers' Assn. (Ind.)	October 1976
175	American Metal Climax Inc., Climax Molybdenum Division, Climax, Colo. Oil, Chemical and Atomic Workers (OCAW)	May 1977
176	Scott Paper Co., Chester Plant, Chester, Pa. Paperworkers (UPIU)	September 1977
177	Associated General Contractors of America Inc., Las Vegas, Nev. Teamsters (IBT)(Ind.)	May 1976
178	Texaco, Inc., Port Arthur Plant and Terminal, Port Arthur, Tex. Oil, Chemical and Atomic Workers (OCAW)	January 1977
179	Northern California Home Builders Conference Carpenters (CJA)	June 1977
180	American Lava Corp. Chattanooga, Tenn. Allied Industrial Workers (AIW)	September 1976
181	Kimberly-Clark Corp., Memphis, Tenn. Paperworkers (UPIU)	July 1976
182	Eaton Corp., Industrial Truck Division, Philadelphia, Pa. Machinists (IAM)	August 1977
183	General American Transportation Corp., Interstate Steelworkers (USA)	September 1977
184	Scott Paper Co., Everett, Wash. Western Pulp and Paper Workers (WPPW)(Ind.)	March 1976
185	Aeroneutronic Ford Corp., Refrigerated Products Division, Connersville, Ind. Electrical Workers (IUE)	November 1977
186	Monsanto Corp., Wm. G. Krummrich Plant, Sauget, Ill. Chemical Workers (ICW)	November 1977
187	Jersey Central Power and Light Co., N.J. Electrical Workers (IBEW)	October 1977
188	Rath Packing Co., Iowa, Tex., N.C. and Ga. Meat Cutters (MCBW)	August 1976
189	Exxon Co. USA, Rahway Refinery and Chemical Plant, Linden, N.J. Teamsters (IBT)(Ind.)	February 1977
190	Cleveland Electric Illumination Co., Cleveland, Ohio Utility Workers (UWU)	April 1977
191	Trane Co., LaCrosse, Wis. Machinists (IAM)	July 1976
192	Harnischfeger Corp., Milwaukee, Wis. Steelworkers (USA)	August 1977
193	Bethlehem Steel Corp., N.J., Pa., and Md. Steelworkers (USA)	August 1977

194	Youngstown Sheet and Tube Co., Youngstown, Ohio Steelworkers (USA)	August 1977
195	Northern California Associated Bakers Teamsters (IBT)(Ind.)	September 1978
196	Hospital Service Plan of New Jersey Office Employees (OPEIU)	May 1979
197	Narragansett Electric Co., Providence, Westerly, Wakefield, R.I. Utility Workers of New England (UWNE)(Ind.)	March 1978
198	Chandler Evans Inc., Hartford, Conn. Auto Workers (UAW)(Ind.)	January 1977
199	Westinghouse Electric Corp., Aerospace Division, Baltimore, Md. Electrical Workers (IBEW)	July 1976
200	Kaiser Steel Corp., Production-Maintenance, Steel Manufacturing Division, Fontana, Calif. Steelworkers (USA)	August 1977
201	Gimbel Brothers, Pittsburgh, Pa. Retail Clerks (RCIU)	February 1976
202	National Master Freight Agreement, Western Penn. Motor Carriers Association and Trucking Employers, Inc., Interstate Teamsters (IBT)(Ind.)	March 1976
203	McLouth Steel Corp., Detroit, Mich. Steelworkers (USA)	October 1977
204	Diamond Shamrock Corp., Diamond Shamrock Chemical Co., Painesville, Ohio Steelworkers (USA)	July 1976
205	Munsingwear Inc., Minn., Wis., and Mich. Textile Workers (TWUA)	February 1976
206	Circle "F" Industries Inc., Trenton, N.J. Electrical Workers (IBEW)	April 1976
207	International Harvester Co., Interstate Auto Workers (UAW)(Ind.)	November 1976
208	Crown Zellerbach Corp., Camas, Wash. Western Pulp and Paper Workers (WPPW)(Ind.)	May 1976
209	Potlatch Corp. Northwest Paper Division, Cloquet, Minn. Paperworkers (UPIU); Firemen and Oilers (IBFO)	June 1977
210	Southern California Gas Co., Los Angeles, Calif. Utility Workers (UWU); International Chemical Workers (ICW)	March 1976
211	Arrow-Hart Inc., Danielson and Hartford, Conn. Electrical Workers (IBEW)	May 1976
212	The Great Atlantic and Pacific Tea Co., Charlotte Division, Charlotte, N.C. Meat Cutters (MCBW)	October 1976
213	E.I. DuPont De Nemours and Co., Chesterfield County Plants, Va. Amphill Rayon Workers, Inc. (Ind.)	Open End
214	Detroit Lumbermen's Association, Mich. Teamsters (IBT)(Ind.)	July 1976
215	Minnesota Mining and Manufacturing Co., St. Paul, Minn. Oil, Chemical and Atomic Workers (OCAW)	August 1979
216	San Diego Gas and Electric Co., Calif. Electrical Workers (IBEW)	February 1977

217	Metropolitan New York Nursing Home Association, Inc. Service Employees (SEIU)	November 1976
218	Arizona Public Service Co. Electrical Workers (IBEW)	March 1978
219	Plastic Soft Materials Manufacturers Association, Inc., New York, N.Y. Ladies' Garment Workers (ILGWU)	February 1978
220	Needle Trades Employers Association, Fall River, Mass. Ladies' Garment Workers (ILGWU)	May 1979
221	Esco Corp., Interstate United Foundry and Warehouse Employees (Ind.)	March 1979
222	Los Angeles Area Bakeries, Calif. Bakery and Confectionery Workers (BCW)	February 1979
223	Brown Shoe Co., St. Louis, Mo. Shoe Workers (BSW)	July 1976
224	Macy R.H. and Co., Inc., Bamberger Division, Newark, N.J. Retail Clerks (RCIU)	February 1980
225	Mid-America Regional Bargaining Association and Excavators, Inc., Chicago, Ill. Teamsters (IBT)(Ind.)	June 1978
226	American Crystal Sugar Co., Sugar Division, Interstate Grain Millers (AFGM)	July 1977
227	Campbell Soup Co., Sacramento, Calif. Teamsters (IBT)(Ind.)	May 1977
228	Plumbing and Air Conditioning Contractors of Arizona Plumbing and Pipefitting (PPF)	June 1978
229	Connecticut Construction Industries Association, Inc. Bricklayers (BAC)	March 1977
230	Merchants Fast Motor Lines, Inc., Dallas, Tex. Union of Transportation Employees (Ind.)	March 1976
231	Truck Owners Association of Seattle, Wash. Teamsters (IBT)(Ind.)	April 1979
232	Mason Contractors' Association of Cleveland, Ohio Bricklayers (BAC)	April 1979
233	Upholstery Employers Association, N.Y., and N.J. Upholsterers (UIU)	September 1978
234	Hawaii Area Hotel Industry Hotel and Restaurant Employees (HREU)	May 1977
235	Associated General Contractors of America, Inc., Houston Chapter Tex. and Construction Employers' Association of Texas Laborers (LIUNA)	March 1978
236	Associated General Contractors of America, Inc., Oregon-Columbia Chapter, Ore. and Wash. Carpenters (CJA)	May 1980
237	Association of Motion Picture and TV Producers of Calif. Office Employees (OPEIU)	July 1979
238	New York Industrial Council of the National Handbag Association Leather Goods, Plastic and Novelty Workers (LGPN)	April 1977

239	Sharon Steel Corp., Pa. Steelworkers (USA)	August 1977
240	Commonwealth Edison Co., Chicago, Ill. Electrical Workers (IBEW)	March 1977
241	Hercules Inc., Hopewell, Va. Steelworkers (USA)	May 1979
242	Associated General Contractors of America, Inc., Utah Chapter Operating Engineers (IUOE)	June 1978
243	Long Beach and Orange County Restaurant Association, Calif. Hotel and Restaurant Employees (HREU)	February 1980
244	Armstrong Cork Co., Lancaster Floor Plant, Pa. Rubber Workers (URW)	November 1979
245	Alatex, Inc., Ala. and Fla. Clothing Workers (ACWA)	September 1976
246	Brown and Williamson Tobacco Corp., Va., and N.C. Tobacco Workers (TWIU)	March 1977
247	Lathing and Metal Furring Contractors of California, Inc. Lathers (WWML)	June 1979
248	New York City Private Sanitation Contract Teamsters (IBT)(Ind.)	November 1978
249	Associated General Contractors of Minnesota Operating Engineers (IUOE)	April 1978
250	National Freight Agreement, New England Supplement Teamsters (IBT)(Ind.)	March 1976
251	Illinois Bell Telephone Co., Plant Department Electrical Workers (IBEW)	August 1977
252	Almacs Inc., R.I., Mass. and Conn. Meat Cutters (MCBW)	July 1976
253	A. O. Smith Corp., Electric Motor Division, Tipp City, Ohio Electrical Workers (IBEW)	October 1976
254	Alaska Pipeline Agreement Building and Construction Trades Department, AFL-CIO; Teamsters (IBT)(Ind.); Hotel and Restaurant Employees (HREU)	Open End
255	Alabama Drydock and Shipbuilding Co., Mobile, Ala. Marine and Shipbuilding Workers (IUMSW)	March 1976
256	Cincinnati Gas and Electric Co., Union Light and Power Co., Ohio and Ky. Electrical Workers (IBEW)	March 1979
257	Eastern Labor Advisory Association, Cement Division, Mid-Atlantic and New England States Teamsters (IBT)(Ind.)	February 1977
258	Montgomery Ward and Co., Inc., Chicago Catalog House, Chicago, Ill. Teamsters (IBT)(Ind.)	July 1977
259	Western Union Telegraph Co., Interstate Telegraphers (UTW)	July 1976
260	Hotel Employers Association of San Francisco, Calif. Hotel and Restaurant Employees (HREU); Service Employees (SEIU)	July 1976

261	Northrup Worldwide Aircraft Service Inc., Fort Rucker, Ala.	February 1979
	Machinists (IAM)	
262	South Central Bell Telephone Co., Interstate	August 1977
	Communications Workers (CWA)	
263	Allied Employers Inc., King-Snohomish Counties, Wash.	March 1977
	Retail Clerks (RCIU)	
264	General Telephone Co. of Florida, Tampa, Fla.	August 1978
	Electrical Workers (IBEW)	
265	Association of Contracting Plumbers of the City of New York Inc., N.Y.	June 1976
	Plumbing and Pipefitting (PPF)	
266	General Telephone Co. of Indiana, Inc.	April 1976
	Communications Workers (CWA)	
267	Independent Meat Markets, Mo. and Ill.	January 1976
	Meat Cutters (MCBW)	
268	National Electrical Contractors Association, St. Louis, Mo.	July 1976
	Electrical Workers (IBEW)	
269	Associated General Contractors of Minnesota, St. Paul and Minneapolis, Builders Division	April 1978
	Carpenters (CJA)	
270	General Telephone Co. of the Northwest Inc., Everett, Wash.	June 1976
	Electrical Workers (IBEW)	
271	McDonnell Douglas Corp., 3 subsidiaries, Calif. and Okla.	December 1977
	Southern California Professional Engineering Association (Ind.)	
272	De Soto, Inc., MPI Division, Jackson Plant, Miss.	January 1978
	Furniture Workers (UFWA)	
273	Associated General Contractors of America, Inc., Empire Chapter, Wash. and Ida.	May 1977
	Operating Engineers (IUOE)	
274	New York Area Movers and Warehousemen's Agreement	March 1977
	Teamsters (IBT)(Ind.)	
275	National Master Freight Agreement, New York State Local Cartage Supplement	March 1976
	Teamsters (IBT)(Ind.)	
276	Construction Employers Labor Relations Association of New York State, Inc., and Building Trades Employers Association of Central New York	May 1978
	Carpenters (CJA)	
277	National Electrical Contractors Association, Inc., St. Paul, Minnesota Chapter	May 1978
	Electrical Workers (IBEW)	
278	Tecumseh Products Co., Tecumseh Division, Mich.	February 1978
	United Product Workers, Inc. (Ind.)	
279	Association of Motion Picture and TV Producers, Inc., Los Angeles, Calif.	January 1977
	Stage Employees (IASTSE)	
280	Associated General Contractors of America, Inc., Houston, Texas Chapter	March 1978
	Carpenters (CJA)	

281	Sheet Metal and Air Conditioning Contractors Association of Milwaukee, Wis.	May 1976
	Sheet Metal Workers (SMW)	
282	Longview Fibre Co., Longview Mill, Wash.	May 1976
	Western Pulp and Paper Workers (WPPW)(Ind.)	
283	American Can Co., Green Bay Mill, Green Bay, Wis.	April 1976
	Paperworkers (UPIU)	
284	President's Council of Food, Beverage and Lodging Industries of Oregon (5 associations plus independent operators)	July 1979
	Hotel and Restaurant Employees (HREU)	
285	Affiliated Hospitals of San Francisco, Calif.	April 1977
	Service Employees (SEIU)	
286	Bloomington Brothers, New York, N.Y.	February 1976
	Retail, Wholesale (RWDSU)	
287	Jordan Marsh Co., Boston, Mass.	June 1976
	Retail Clerks (RCIU)	
288	Admiral Corp., Midwest Division, Galesburg, Ill.	March 1979
	Machinists (IAM)	
289	Milwaukee and Suburban Transport Corp., Wis.	March 1978
	Transit Union (ATU)	
290	Metropolitan Detroit Plumbing and Mechanical Contractors Association, Inc., and Plumbing Heating and Cooling Contractors Association of Southeast Michigan, Inc.	May 1976
	Plumbing and Pipefitting (PPF)	
291	Resident Floor Covers Agreements, New York, N.Y.	June 1978
	Carpenters (CJA)	
292	Association of Steel Erectors and Heavy Equipment Operators, Inc., Atlanta, Ga.	June 1977
	Iron Workers (BSIW)	
293	Washington Metal Trades, Inc., Seattle, Wash.	March 1977
	Machinists (IAM)	
294	Manufacturers of Illumination Products, Inc., N.Y. and N.J.	June 1978
	Electrical Workers (IBEW)	
295	Associated Hospitals of East Bay, Inc., Calif.	March 1977
	Service Employees' (SEIU)	
296	Philadelphia Hotel Motel Inn Association, Pa.	September 1978
	Hotel and Restaurant Employees (HREU)	
297	Food Employers' Inc., Wash. and Ore.	June 1978
	Retail Clerks (RCIU)	

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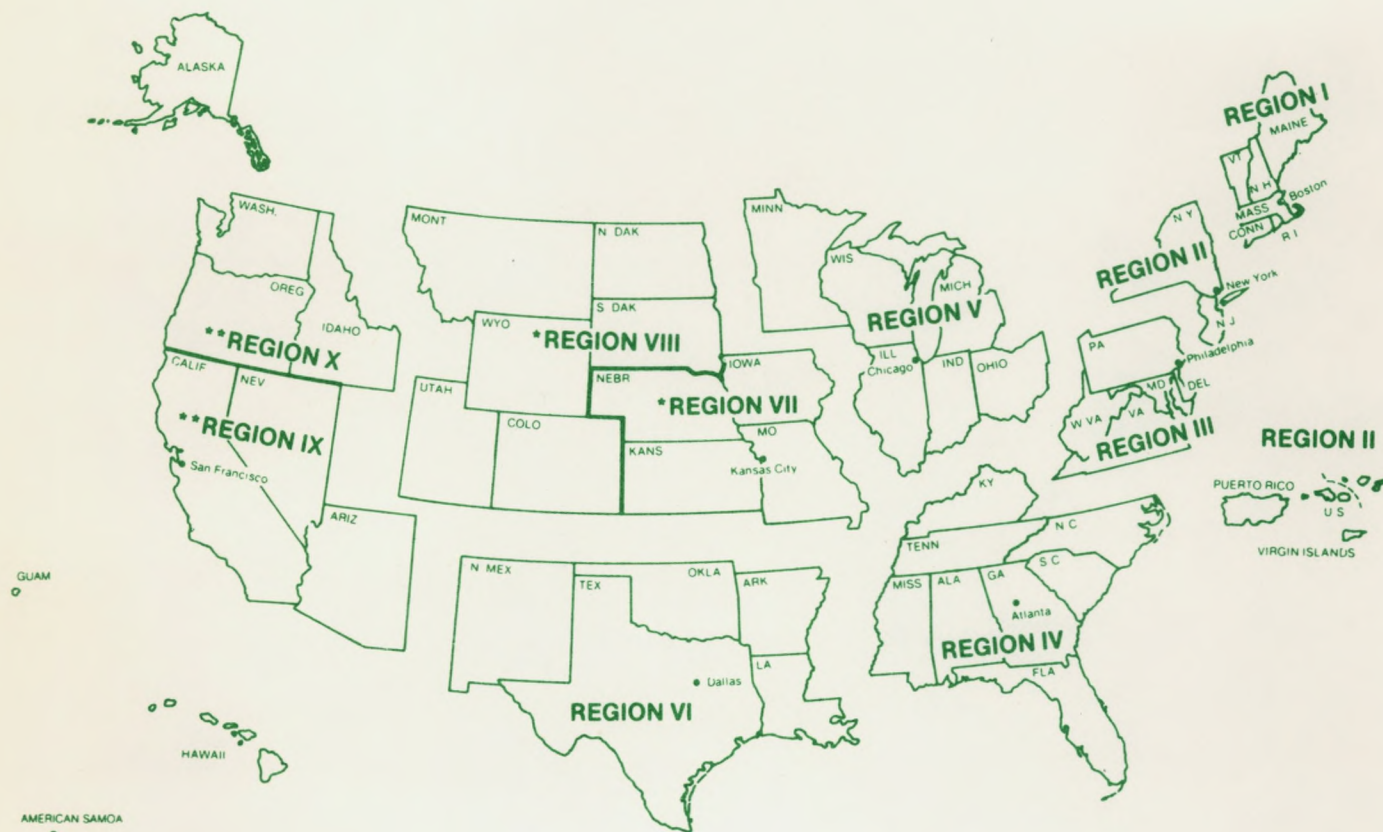
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 1425-3 Supplemental Unemployment Benefit
 Plans and Wage-Employment Guarantees
 1425-4 Deferred Wage Increase and Escalator
 Clauses
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 cedures
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