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Major Collective Bargaining Agreements: Employer Pay and Leave for Union Business



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Major Collective Bargaining Agreements: Employer Pay and Leave for Union Business



U.S. Department of Labor
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Preface

This bulletin is the 19th in a series of studies prepared by the Bureau of Labor Statistics to survey in depth the entire scope of collective bargaining agreement provisions. Other publications in the series are listed near the back of this bulletin.

The intent of this bulletin is to provide information regarding compensation from the employer to union representatives engaged in negotiating and administering the agreement, and information regarding the usually unpaid leave of absence granted to union representatives.

For the study, nearly all collective bargaining agreements in the United States covering 1,000 workers or more in private industry were examined, except for those in railroads and airlines. In a departure from past practice, a sample of collective bargaining agreements covering public employees also was examined. All agreements studied are part of a current file maintained by the Bureau for public and government use as directed by Section 211 of the Labor-Management Relations

Act of 1947.

The interpretation and classification of the agreement clauses in this bulletin represent the Bureau's understanding, and not necessarily that of the parties who negotiated them. Clauses identified in the appendix are for illustrative purposes only and are not intended as models.

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Introduction

Maintaining the union as an effective organization, conducting internal union affairs, and carrying out union responsibilities under the collective bargaining agreement require a great deal of time and effort. The time, in most instances, must come from the employer, because most union activities are conducted by tens of thousands of union representatives who are either active employees of a company or public agency, or on leave of absence from these employers.

Although some short-term union activities may be carried out before or after working hours, other activities can only be performed during regular hours, or while employees are on leave. Reflecting this need, many collective bargaining agreements contain provisions giving employees paid time away from regular duties to process grievances, and to participate in arbitration, negotiation, safety, and other activities that relate to agreement administration. Agreements also may grant employees leave of absence, usually unpaid, to attend conventions and other meetings that primarily concern the union, or to serve as full-time union officials. These union business provisions usually contain various requirements and limitations on time and personnel. The provisions granting leave may also refer to the status of an employee's seniority, job rights, and benefits during the leave.

The question may arise as to why the company or government agency would grant paid time, or leave, to an employee who is engaged in these activities. There are a number of reasons. The employer participates in and derives a benefit from some activities, such as prompt settlement of grievances. The employer also may grant pay or leave to evidence goodwill, and to maintain a good working relationship with the union. The union, of course, may use its bargaining power or concede on some issue important to management to secure the desired union business provisions.¹

Scope of Study

The bulletin studies both private and public sector agreements. Previous bulletins in the 1425 series have not included a section on public sector provisions and present plans do not contemplate an analysis on this

sector in the future. These plans, however, depend upon reader interest and available funds.

For the private sector, the Bureau examined 1,765 agreements, each covering 1,000 workers or more, or nearly all private agreements of this size, excluding railroad and airline contracts. The agreements covered almost 8 million workers, or about half the total under collective bargaining agreements outside the excluded industries. Of these, 874 agreements, covering about 3.6 million workers, were negotiated in manufacturing industries; and 891, covering nearly 4.4 million workers, were in nonmanufacturing. Most agreements were to remain in effect during 1979 or later.

For the public sector study, the Bureau examined 497 agreements covering 640,000 workers, including all State agreements on file, and all county and municipal agreements on file from jurisdictions having populations of 100,000 or more. The vast majority of the agreements, representing a broad range of governmental functions, geographical areas, occupations, and unions, were in effect in 1978 or later.

All private and public agreements were examined for various types of union business and pay related to negotiating or administering the agreement, and for leaves of absence for union business. Based on the descending order of worker coverage within the industry group, a sample of 430 private sector agreements, or one-fourth of the total covering about 2.6 million workers, was selected for detailed analysis. All the public agreements in the study were examined for both basic and more detailed information.

To the extent possible, the Bureau compared data for the present study with a Bureau study of agreements in effect during 1958–59—*Collective Bargaining Clauses: Company Pay for Time Spent on Union Business* (Bulletin 1266, October 1959). Significant changes are discussed. Data from the older bulletin did not cover union business in the public sector or union leave of absence in either sector. A comparison also was made between the data for the private sector and those for the public sector in the present studies.²

Provisions for union business were classified into one of two groups—time for union business and leave for

¹ Sometimes State or local laws, rather than collective bargaining, resolve issues of pay and leave for union representatives of public employees.

² Differences in concepts between the current study and the 1959 study must be considered, in examining comparative figures. See part II for a discussion of limitations in comparing public and private agreement data.

union business—according to (1) the nature of the activity; (2) the general duration of the activity; (3) the degree, if any, to which management participates in or benefits from the activity; and (4) the frequency of reference to pay, to seniority, to job and benefit rights, and to formal leave of absence.

In general, time for union business is often paid, involves negotiation or administration of the agreement, management participation or benefit, is of relatively short or intermittent duration, is spent at least partially on the employer's premises, and does not affect the union representative's seniority or benefits. The frequency with which the employer pays varies with the activity.

Leave of absence, generally unpaid, is spent partially at least on internal union affairs of no direct concern to management; is of relatively long and continuous duration; usually is off the employer's premises; and often affects the employee's seniority, job rights, or benefits.

Some activities are classified with little difficulty. A full-time job with an international union, for example, fits all of the criteria for leave of absence, while safety inspections fit all of the criteria for time off. Leave of absence to hold a full-time job with the local union also is simple to classify, even though a portion of the union official's time may be spent on the employer's premises to negotiate or administer the agreement. Other activities, however, present more difficulty. Training time, for example, may fall into either category, as may time for unspecified union business. In this study, such activities are classified according to the analyst's interpretation of the language of the agreement.

Agreements, over the years, have tended to become more detailed and more complex. Yet no agreement, however extensive, can cover all of the situations that may arise. Because many provisions remain vague to the outsider and at times even to those who operate under them, the Bureau's interpretation in a small pro-

portion of clauses may differ from the intent of the negotiators.

Clauses illustrate either typical procedures or a variety of ways in which negotiators dealt with a given situation. Clauses are numbered, and agreements from which they are selected are identified in an appendix. Minor editorial changes were made to improve clarity or to eliminate irrelevant wording.

Related Studies

The 1959 study *Collective Bargaining Clauses; Company Pay on Union Business*, may be compared with the present study regarding time and pay for grievance processing, arbitration, negotiation, and safety committees. Various procedures involved in joint union-management activities that often entail company pay to union representatives are also described in *Major Collective Bargaining Agreements: Grievance Procedures* (Bulletin 1425-1, 1964); *Arbitration Procedures* (Bulletin 1425-6, 1966); and *Safety and Health Provisions* (Bulletin 1425-16, 1976). Seniority status during leave of absence for employment with the union is discussed in *Major Collective Bargaining Agreements: Administration of Seniority* (Bulletin 1425-14, 1972). Information on various types of union-management cooperation appears in *Major Collective Bargaining Agreements: Management Rights and Union-Management Cooperation* (Bulletin 1425-5, 1966). *Characteristics of Major Collective Bargaining Agreements, January 1, 1978* (Bulletin 2065, 1980), and earlier bulletins in this series, contain tabulations for a wide variety of agreement provisions, including those on union business and union leave. Similar data for public sector agreements are tabulated in *Characteristics of Agreements in State and Local Governments, July 1, 1975* (Bulletin 1947, 1977). The Bureau's most recent analytical bulletin on union security provisions is *Union Security and Checkoff Provisions in Major Union Contracts, 1958-59* (Bulletin 1282, 1960). An update of union security and checkoff provisions is planned.

Part I. Pay and Leave for Union Business in Private Industry Agreements

Chapter 1. Summary and Prevalence

Paid time and leave of absence to attend to union business have probably at one time or another been burning issues during many negotiating sessions, as reflected in the numerous paid time and leave provisions in collective bargaining agreements. However, provisions applying to any specific union activity appear in fewer than half of the 1,765 contracts, and for some activities, in only a small proportion of the contracts. Older data on paid time off indicate relatively slow growth in the provisions over the past 20 years.

Pay and leave provisions may not become widespread in agreements because (1) some issues have been resolved informally, (2) some activities are not performed, and (3) union-paid representatives have carried out other tasks. In remaining situations, the company may have refused to agree to such clauses or the union prefers to compensate representatives to avoid any possible conflict of interest.

Prevalence. The frequency with which activities selected for study appeared in agreements varied. Grievance and arbitration provisions appeared in virtually all agreements, while training appeared in very few. (Probable reasons for these and other variations are discussed in later sections.) Negotiation activity was mentioned or implied in all agreements. All other types of activities appeared more frequently in manufacturing than in nonmanufacturing agreements. (See text table 1.)

Text table 1. Percent of agreements referring to union business, 1979-80

Activity	Total		Manu- facturing		Non manufacturing	
	Agree- ments	Work- ers	Agree- ments	Work- ers	Agree- ments	Work- ers
Negotiation	100	100	100	100	100	100
Grievance procedure	99	98	100	100	98	96
Arbitration.	95	96	98	99	93	95
Safety committee . .	35	34	51	46	19	24
Safety inspection . .	18	20	29	33	7	9

The proportion of provisions specifying company pay varied widely with type of activity, from 60 percent for union participation in safety inspections to 3 percent for arbitration. Agreements specifically disallowing pay varied much less. (See text table 2.)

Text table 2. Percent of agreements referring to pay, 1979-80

Activity	Company pay		No pay	
	Agree- ments	Work- ers	Agree- ments	Work- ers
Safety inspection	60	70	7	8
Grievance procedure	46	51	5	6
Safety committee	45	58	6	9
Negotiation	8	7	4	5
Arbitration.	3	3	3	2

The frequency of company pay for activities was significantly higher in manufacturing than nonmanufacturing agreements largely due to the greater proportion of multiemployer agreements in nonmanufacturing, particularly construction. Most activities under multiemployer agreements are likely to be carried on by business agents of the union, or other full-time union officials. However, percentage differences between manufacturing and nonmanufacturing were less marked for worker coverage than for number of agreements. (See text table 3.)

Text table 3. Percent of manufacturing and nonmanufacturing agreements referring to pay, 1979-80

Activity	Total		Manu- facturing		Non- manufacturing	
	Agree- ments	Work- ers	Agree- ments	Work- ers	Agree- ments	Work- ers
Safety inspection . .	60	70	61	67	57	77
Grievance procedure	46	51	61	63	31	41
Safety committee . .	45	58	49	54	37	57
Negotiation	8	7	11	7	5	7
Arbitration.	3	3	5	3	2	2

Company pay provisions varied more by type of employer unit than by industry. The proportion of multiemployer agreements³ granting pay for any activities, except the grievance procedures, was negligible. Although a substantial proportion of multiemployer agreements referred to pay for grievance processing, these included numerous contracts under which the compa-

³ There are two types of multiemployer agreements: An association agreement is negotiated between the union and an association representing a number of employers; an industry/area agreement is negotiated directly by the union with a number of individual employers in the industry and area.

ny paid union representatives only for grievance activity at lower steps, and the union's business agents handled the grievances at higher steps. (See text table 4.)

Text table 4. Percent of single-firm and multiemployer agreements referring to pay, 1979-80

Activity	Single firm		Association		Industry/area	
	Agree-ments	Work-ers	Agree-ments	Work-ers	Agree-ments	Work-ers
Grievance procedure	67	72	14	19	27	43
Safety committee	26	31	2	8	2	2
Safety inspection	17	19	2	11	2	2
Negotiation	13	14	0	0	—	—
Arbitration	5	3	1	2	1	0

The frequency with which the principal types of leave for union business were cited varied. Provisions for leave of absence to accept union employment appeared in 43 percent of the agreements, while leave for union representatives to take training appeared in only 3 percent. (See text table 5.)

Concentration of leave provisions in manufacturing may be attributed to the greater proportion of manufacturing agreements negotiated with single employers. By contrast, construction and some other industries in nonmanufacturing are characterized by multiemployer agreements, by relatively high turnover, and by seasonality. Employees tend to be attached more to the in-

Text table 5. Percent of manufacturing and nonmanufacturing agreements referring to union leave, 1979-80

Type of leave	Total		Manu-facturing		Non-manufacturing	
	Agree-ments	Work-ers	Agree-ments	Work-ers	Agree-ments	Work-ers
Union employment	43	47	62	69	25	30
Unspecified union business	31	41	38	46	24	37
Conventions	22	25	27	27	18	24
Meetings	9	7	11	8	6	6
Training	3	2	4	3	1	1

dustry than to an individual employer. Negotiated leaves of absence may be relatively unneeded, since union officials may attend to business during slow periods, or "between jobs." (See text table 6.)

Although employer-paid leave of absence for union business is fairly common in public sector agreements, only a relative handful of agreements in private industry allows such paid leave. About 2 percent of the contracts with leave for union employment, conventions, and unspecified union business grant pay, and about 8 percent of contracts with leave to attend meetings involve pay. Thirty percent of the provisions for leave for union training involve pay, perhaps because this training often benefits the employer. Of the 1,765 agreements studied, paid leave amounts to less than 1 percent for each leave category.

Text table 6. Percent of single-firm and multiemployer agreements referring to union leave, 1979-80

Type of leave	All employers		Single firm		Association		Industry/area	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Union employment	43	47	68	76	7	14	21	15
Conventions	22	25	30	29	6	12	29	45
Unspecified union business	31	41	44	57	9	15	32	47
Meetings	9	7	13	12	2	1	5	2
Training	3	2	4	3	1	—	1	—

Chapter 2. Pay for Union Business

The most widespread and significant union activities under the collective bargaining agreement are participation in the periodic renegotiation of agreement terms, and in the grievance-arbitration procedure that serves as the channel to resolve employee complaints during the period of the agreement. Other activities include union participation on safety committees and in safety inspections, on other specialized committees, and in training sessions.

Under many contracts, the company grants employees time off, without loss of pay, to engage in one or more of these various activities. The proportion of agreements offering paid time almost certainly understates the prevalence of paid time in actual practice inasmuch as pay may be allowed without the formality of written agreement. In fact, some provisions may be negotiated to define or limit an informal practice. Also, many agreements need no pay provisions because full-time union-paid representatives handle negotiation, arbitration, and other union affairs.

To analyze provisions dealing with time off and pay for union business, the Bureau examined all 1,765 agreements for clauses granting or denying pay to union representatives participating in grievance, arbitration, negotiation, and safety and training activities. In addition, a sample of 430 agreements, based on industry and worker coverage, was examined for various pay requirements, limitations, and other details.

Pay for time spent on grievances

Of 1,765 agreements examined, 803, or 45 percent, granted pay for grievance time, sometimes restricted to certain representatives or certain circumstances. The agreements covered slightly more than 50 percent of the workers. (See table 1.) The prevalence of pay clauses in manufacturing agreements was twice that in nonmanufacturing. Pay provisions applied to more than 80 percent of both agreements and workers in transportation equipment, electrical machinery, nonelectrical machinery, chemicals, ordnance, furniture and fixtures, communications, and utilities. Single-firm rather than multi-employer agreements are typical in these industries.

Among unions, pay provisions applied in more than 80 percent of agreements negotiated by the Auto Workers, Communications Workers, Electrical Workers (IUE), Machinists, and Rubber Workers; and, except

for the Rubber Workers, agreements covered a similar proportion of workers. The small number of agreements with the Allied Industrial Workers and Utility Workers all contained pay clauses. On the other hand, very few pay clauses appeared in agreements with the Ladies' Garment Workers, Hotel and Restaurant Employees, Graphic Arts union, and International Longshoremen's Association, and agreements with unions predominantly in the building trades. The prevalence of pay clauses among unions represented in the study by 50 or more agreements varied widely. (See text table 7.)

Text table 7. Percent of grievance provisions referring to company pay, for selected unions, 1979-80

Union	Agreements	Workers	Union	Agreements	Workers
Auto Workers	93	97	Teamsters . . .	41	73
Machinists	81	87	Food Workers	25	23
Electrical Workers (IBEW)	69	69	Carpenters . .	18	10
Steelworkers	48	29	Laborers . . .	8	12

Limitations on type of paid grievance activity. Of 430 sample agreements examined in detail, 206 established pay for at least some grievance work. Included were 108 contracts that specified pay for certain types of grievance activity. (See table 2.) Many clauses limited pay to regularly scheduled joint grievance meetings or to other meetings called by management. Other activities not involving management, such as discussions between union representatives and grievants, or preparation of formal grievances, were not mentioned:

- (1) The company will pay for lost time of any shop steward or of members of the general union committee, when such persons are required to attend a conference called by the company during working hours.
- (2) If the union grievance committeeman is required to meet at the company's request, during his regular working hours, time lost from work by him will be allowed at his regular rate of pay.

Other clauses limited pay to some, but not all, steps in the grievance procedure. Although seldom mentioned, paid time sometimes may be cited for only these steps because union representatives who are not employed by the company handle grievances at higher steps.

(3) ...the employer agrees that stewards shall not lose pay for time lost in investigating and discussing complaints or grievances at steps 1 and 2 of the grievance procedure. The employer will not pay for time lost by stewards at steps 3 and 4 of the grievance procedure.

(4) The company will pay a designated local union representative his hourly rate for necessary and reasonable time lost from his regular scheduled shift for the purpose of investigating and reducing a grievance to writing which has been presented in accordance with the grievance procedure, and which is within his designated area of representation.

The company will pay a designated local representative his hourly rate for time lost from his regular scheduled shift for the purpose of attending scheduled grievance meetings with the company in steps one, two, and three of the grievance procedure....

Under 98 contracts, no specific types of grievance activity were mentioned as subject to compensation.

Personnel eligible for pay. Of 206 sample clauses, 188 limited pay either to specified union representatives or to a fixed number of representatives. (See table 3.) Such limitation is one type of control over union activity during working hours. To be eligible for time off without loss of pay, union representatives normally were to be properly authorized and identified to management:

(5) ...The local union president, or his designated representatives, may be excused for reasonable periods from work without loss of pay when handling grievances in the second and third steps of this grievance procedure....

(6) ...The number of employees who are authorized union representatives and who attend grievance meetings without loss of pay, shall be limited to those required for the particular meeting and shall not exceed 3 in number at any one step of this grievance procedure. In addition to the above, one union officer or his designated representative and up to but not more than two additional union representatives will be paid at straight time for a reasonable period of time necessarily spent in traveling during their scheduled hours of work for the purpose of meeting with management to process grievances at the second step. Such meetings shall be held at a mutually agreed upon location within the State in which the grievance occurred.

Collective bargaining agreements commonly establish a ratio of union representatives to employees. To prevent excessive absence for grievance activity in a specific work area, some clauses limited the number of union representatives from each unit:

(7) There shall be a maximum ratio of 1 steward for each 75 employees actively working within the bargaining group. The chief steward and shop steward will be included in computing this ratio.

The union agrees that while they will determine the area of jurisdiction of each steward they will not designate a disproportionately large number of stewards

to any area or work group....

In addition to union representatives, aggrieved employees may be involved in processing grievances without loss of pay. This practice may be supported on the grounds that an employee should not be financially penalized for registering a legitimate complaint. Pay for employees involved in grievances was cited in 60 of the 206 sample pay clauses (See table 3):

(8) The union may designate not more than two authorized representatives of the union in addition to the aggrieved employee in steps 1, 2, 3, 4, or 5, who shall be given reasonable time off from their regularly scheduled work to attend meetings under the grievance procedure.... The company agrees to pay at the applicable classified straight-time rates for scheduled time lost by not more than two such authorized representatives of the union and the aggrieved employee through attendance at such meetings.

During grievance proceedings, aggrieved or other employees might be called as witnesses without loss of pay. Under some provisions, however, the company would not pay witnesses called at the union's request:

(9) Either party to this agreement shall be permitted to call employee witnesses at advance steps of the grievance procedure. If either party calls witnesses they will be responsible for pay for the lost time of their witness....

(10) ...Persons attending a hearing at the union's request will receive no pay from the company for the time involved....

Limitations on paid time. A substantial number of the 206 sample pay clauses limited the amount of paid time available for grievance activity. Many clauses granted a maximum amount of paid time, per week, month, or other period, which the union apparently could allocate among its representatives as it chose. Other clauses allowed the union less flexibility, by establishing a maximum both on total paid time and on the time permitted each representative:

(11) The total amount of time which may be used by union representatives for the purpose of adjusting grievances and meetings with management shall not exceed an average of 36 hours for each day the plant runs in the regularly established work week, Monday through Friday, of which the division will pay for not more than 32 hours, and in addition, two hours will accumulate and be credited against regular shift time lost by union representatives in new contract negotiations. In addition, when 100 or more employees are working on any Saturday shift, time will be allowed for the above purposes on the following basis: One hour for each day shift hour the plant runs and 1/2 hour for each night shift hour the plant runs up to a maximum of 7 hours for any Saturday shift....

(12) Grievance discussions and investigations shall take place in a manner which shall not interfere with operations, which means that such activity may be dur-

ing normal working time or outside such time, as supervision may in good faith determine....If on working time, not more than a total of 16 hours of time per week shall be paid for all such activity to or for all stewards (including all alternates) and not more than 2 hours shall be paid for (out of the weekly total of 16 hours) to any one steward (including his alternate) for all his grievance activity. Not more than 2 hours per week shall be paid each shop committeeman for all his grievance activity....

Some provisions strictly limited the time a union representative could be continuously away from regular work, or limited the time allowed for a single grievance. Such clauses may encourage efficiency in grievance processing, but may not allow for highly complex situations:

- (13) The chief of job stewards or his alternate shall inform his department foreman how long he anticipates being away from his job, which period shall not exceed 30 minutes; however, if he does require more than 30 minutes, he shall contact his department foreman and notify him that he will be away for additional time. However, the total time shall not exceed 60 minutes. Time spent discussing or investigating grievances by the chief job steward or his alternate during the regular working hours shall be on company time.
- (14) The company will pay stewards for lost working time not to exceed 30 minutes per grievance in the adjustment of grievances during working hours...but not to exceed three hours per week....

Reflecting the likelihood that the number of grievances will tend to increase with the size of the bargaining unit, many provisions established a ratio between paid time allowed and the number of employees in the unit:

- (15) An employee who is a designated union representative shall be compensated for time lost during his regular shift because of attending scheduled grievance meetings with the employer.... The rate of pay shall be straight-time average hourly earnings. The total liability of the company for payment of union representatives shall be the maximum of 9.5 hours per week per 100 employees, rounded out to the next 100....
- (16) The maximum number of hours that will be paid to union stewards will not exceed 30 hours per month for each 500 employees in the bargaining unit who are actively working. All hours spent by union stewards in step 2 and step 3 meetings of the grievance procedure shall be paid hours and shall not be charged as paid grievance time....

Reasonable time shall be allowed union time study stewards during scheduled working hours at straight-time hourly rates for purposes of adjusting grievances or complaints arising under the "Protest Procedure"...provided however, that these paid hours do not exceed 45 hours per month....

- (17) ...For the 12 month period beginning with each January 1, the maximum number of hours for which the

company will compensate the above union officers will be determined as follows: Starting from a base of 5,000 hours for 1,500 employees, for each additional employee over 1,500 on January 1, one additional hour over 5,000 will be included in the total for the 12 month period following such January 1.

The degree of involvement in grievance activity, and consequently the amount of time needed, is likely to vary with the union official's position. For instance, shop stewards who handle preliminary processing of grievances within a small working unit usually require less time than higher ranking officials who handle grievances throughout the bargaining unit. A small number of contracts vary the amount of paid time with the union position:

- (18) The company will pay each the president, the vice president, and the chairman of the grievance committee for time spent by him during his regular shift-hours, not to exceed 20 hours per week in the case of the president, 7 hours per week in the case of the vice president, and 12 hours per week in the case of the chairman, in the investigation, presentation and adjustment of grievances. The company will pay each of 5 members of the grievance committee (not including the president, vice president, or committee chairman) for time spent during their regular shift-hours, not to exceed 5 hours per week, in the investigation, presentation adjustment of grievances....The company will also pay each of 20 stewards for time spent during their regular shift-hours, not to exceed 2 hours per week, in the investigation, presentation and adjustment of grievances....

As with other union business provisions, a considerable number of clauses placed no specific limitations on paid grievance time, but required that the time be held to reasonable amounts. Other clauses similarly set no limits, but indicated that such time must not interfere with the company's normal operations:

- (19) Stewards of the union may be allowed reasonable time away from their jobs during their regular working hours, for the purpose of discussing grievances of employees working in their departments...such time shall be considered as time worked in the normally scheduled work day.
- (20) Committeemen, chief stewards, and stewards shall be paid by the company for time reasonably spent during their ordinary workday as provided in the grievance procedure, at their regular earned rate of pay.
- (21) Grievances may be handled in steps 1 and 2 during working hours to the extent that such action is practicable and does not interfere with operations. Whenever it is necessary for a steward or a member of the general grievance committee to investigate a grievance during working hours he shall request permission to do so from his foreman, who may consent thereto upon reasonable conditions as to time, place and other circumstances. The time so spent in such investigation shall be without pay if a cessation of production results or if a replacement is required for the investiga-

ting employee or if in the company's judgment production or work is materially affected....

The amount of time actually used to process grievances may not coincide with the maximum paid time specified in the agreements. Obviously, if no grievances are introduced or in progress during the given period, union representatives usually will pursue their regular duties. If, on the other hand, time spent on grievances exceeds the allowed time, the company may pay for the time and require reimbursement from the union. Only a handful of clauses refers to such situations:

- (22) ...the company will pay a total maximum sum equal to 1 hour per week per steward for lost time in processing grievances. However, all properly accredited stewards shall be allowed to take off such additional time in step one or step two as the legitimate processing of grievances might require, without pay from the company. The company will on the basis of the authorization passes described in the immediately preceding section compute the number of lost time hours and will bill the union for stewards' lost time hours which exceed the sum total of 1 hour per steward.

Processing grievances outside working hours. Because grievance processing typically may be taken care of during regularly scheduled hours, most agreements made no direct reference to such activity outside normal hours. Among the 206 sample agreements that established pay for grievance work, only 18 extended pay to representatives engaged in off-hour activity, while 61 denied pay. (See table 3.) The pay provisions sometimes applied to joint grievance meetings that last longer than anticipated, or to meetings scheduled outside working hours, including meetings held outside the normal hours of shift employees:

- (23) ...Under step 1 of [the grievance procedure] of this agreement the company will compensate the grievant and the local representative for hours spent in discussion meetings with company representatives. If such meetings take place outside the grievant's regular working hours or extend beyond the grievant's regular working hours, then such time shall be compensated at the straight-time rate. Local representatives are limited to five hours per week of compensation for time spent outside of regular hours....
- (24) ...Union representatives, grievants and witnesses from the second and third shifts meeting with management in the handling of grievances under the grievance procedure of this article, shall be compensated at "average efficiency" or "day rate", including shift premium, for actual time their presence is necessary at such meeting. If this payment is for time outside the employee's regular working hours, it will be considered as hours worked for the computation of overtime...
- (25) ...Any employee who is scheduled to work during the hours the meeting is held and who attends the meeting will be compensated by multiplying his regular classified hourly wage rate by the hours he attends the meeting. In addition, if this employee attends the

meeting beyond his normal quitting time he will be compensated for each additional hour he attends the meeting by multiplying his regular classified hourly wage rate by one and said additional hour or hours shall not count toward daily or weekly overtime.

When a meeting is scheduled at which a representative of the international union and a corporate employee relations representative attends any member of the committee who is scheduled to work the third shift immediately preceding the meeting will be excused from working the third shift and will be compensated by multiplying eight hours at his regular classified hourly wage rate plus shift differential if the employee has attended the meeting.

Any member of the committee who is scheduled to work the second shift immediately following the meeting will be excused from working the second shift if the employee has attended the meeting for six hours. In the event the employee is excused from working the second shift, he will be compensated by multiplying eight hours at his regular classified hourly wage rate plus shift differential. Any member of the committee who is not scheduled to work during the hours the meeting is held, who is not scheduled to work the third shift immediately preceding the meeting, or who is not scheduled to work the second shift immediately following the meeting, and who attends the meeting, will be compensated by multiplying his regular straight-time hourly wage rate by all hours he attends the meeting.... Any hours paid under this paragraph shall not count toward the calculation of any penalty or premium pay section of this agreement, including but not limited to daily or weekly overtime. Any employee who is receiving SUB benefits, sickness and accident benefits, or Workmen's Compensation Benefits for the day of the meeting, or who is absent due to disciplinary layoff shall not receive any compensation under this paragraph.

A variation of these arrangements made employees meeting outside their regular shift eligible for a lower than normal rate. In another variation, employees engaged in off-hours grievance activity were granted compensatory time off in lieu of extra pay. Management could defer time off to a slow period when employees' services would not be needed:

- (26) ...Members of the grievance committee who regularly work on the night shift will be paid three hours at two-thirds of their regular rate for attendance at grievance meetings outside their regular working hours.
- (27) ...any member of the union who transacts union business with the company, or settles grievances with the company, during the regular schedule of office hours shall be excused from work for a sufficient time to discharge such union duties without loss of pay....If the member works on the second or third shift, and such business cannot therefore feasibly be conducted during his regular shift, he shall be entitled to compensatory time off for the time spent on such business, to be taken at the convenience of the company.

Most of the 61 provisions that granted no pay for off-hours grievance activity allowed pay during regular hours. Some provisions, however, required that most grievance activity be conducted during these off hours, on the union member's own time:

- (28) The employer in no case will pay for any lost time nor will it reimburse any union representative for the time spent on grievances outside of such representative's regular working hours, or for any time spent during agreement negotiations.
- (29) A steward...shall not be paid by the company with respect to any time spent on grievances outside of his regularly scheduled working hours....Exceptions for payment for chief steward and other officers for handling grievances outside normal working hours may be approved by the personnel manager.
- (30) The investigation of grievances by the union shall be on its own time and at its own expense to the fullest extent possible. However, cases may arise where investigation can be made conveniently only on the job or on company property during working hours, in which case the following rules shall apply: A prompt effort by a union representative to settle grievances at their point of origin is deemed a service to the company, and any union representative who is also a company employee will be paid for time spent in such investigation, up to one hour for any one grievance, where the time spent is during his regularly scheduled hours.... In cases where investigation requires consultation with employees at work, such consultation shall not exceed one hour and shall be made only by arrangement with the supervisor of the employee involved.

Rate of pay. References to special rates, or to shift or overtime premium pay were rare, appearing most often in clauses establishing pay for grievance work outside regularly scheduled hours. Most pay provisions covering grievance or other union activity indicated that representatives would suffer no loss of pay, or would receive their regular hourly rate. At least one agreement did, however, establish a special premium for all hours worked:

- (28) The rate of pay for such lost time by the...authorized union representative shall be the employee's regular hourly rate.
- (31) Chief stewards shall be permitted...to discuss grievances with the general committeeman...who has jurisdiction in the area in which the chief steward works. Such discussion may be held during working hours without loss in pay.
- (32) The privilege of stewards to leave their work during working hours without loss of pay is extended with the understanding that the time will be devoted to the proper handling of grievances and will not be abused, and such union representatives will continue to work at their assigned jobs except when permitted to leave their work to handle grievances as provided herein....
- (33) ...The grievance steward shall be paid 25 cents per

hour above the straight-time hourly rate for his classification during the period he serves as such grievance steward....

No pay for grievance activities. Of 1,765 agreements examined, 94 specifically banned pay to union representatives for time spent handling grievances. (See table 1.) Of these, more than two-thirds were in manufacturing agreements, mostly in primary metals:

- (34) Time spent by employees in handling grievances...will not be paid for by the company. All grievance discussions by employees and stewards in the first and second steps of the grievance procedure will be held before or after their regular working hours.
- (35) The grievance committee...members will be afforded such time off without pay as may be required to: Attend regularly scheduled committee meetings. Attend meetings pertaining to suspension or discharge or other matters which cannot reasonably be delayed until the time of the next regular meeting; and visit departments or units within their zone at all reasonable times for the purpose of transacting the legitimate business of the grievance committee....

Comparison with previous study. In comparison with the study based on 1,631 agreements in effect in 1958-59,⁴ the proportion of agreements having pay for grievance processing rose moderately, from 42 to 45 percent, whereas the proportion of workers covered rose from 42 to 50 percent. In both studies, the prevalence in manufacturing was double that in nonmanufacturing. Industries having a high prevalence of pay clauses in the present study tended also to have the highest prevalence in the old study.

About 90 percent of sample pay clauses in both the old and new studies limited the number or categories of union officials eligible for company pay. The proportion of clauses that limited the types of paid activity dropped from 64 to 52 percent:

	Percent of sample agreements	
	1958-59	1979-80
Limitation on number of participants	90	91
Limitation on type of grievance activity	64	52
Paid time outside normal hours	1	9
Unpaid time outside normal hours . .	9	30

An increase took place in the proportion of clauses referring to grievance activity outside working hours, both paid and unpaid. Clauses allowing pay increased from less than 1 to 9 percent, and those denying pay from 9 to 30 percent.

⁴See *Collective Bargaining Clauses: Company Pay for Time Spent on Union Business*, Bulletin 1266, (Bureau of Labor Statistics, 1959).

Grievance arbitration

Arbitration is the generally accepted practice for settling those grievances remaining after all steps in the grievance procedure have been exhausted. One or more union officials may be involved in preparing the union's case for arbitration and may be called to testify at an arbitration hearing. Of the 1,765 agreements in the study, arbitration provisions appeared in 95 percent, but pay to union representatives for time so spent appeared in only 3 percent. (See table 4.) The low prevalence results partly because, as a rule, union officials and not employees of the company become involved in arbitration. Paid time was referred to in 20 percent of the arbitration clauses in Auto Worker agreements, and in nearly as high a proportion in those of the Oil, Chemical, and Atomic Workers.

Personnel eligible for pay. Of 430 agreements sampled, 17 agreements established company pay to employees serving as union representatives in arbitration cases. Thirteen of these limited compensation to specified officials (See table 5):

- (36) ...arbitration cases shall be held during working hours and the company will pay for all regular hours lost at the committeeman's regular rate of pay in such meetings, up to a maximum of six committeemen. The company will not pay for lost time of any employees, including committeemen, in excess of six at any one meeting. The union will designate to the company those employees who are to receive pay for regular hours lost in such meetings.
 - (37) The company shall pay the president of the local union or the vice president in the absence of the president for time spent in attendance at...arbitration proceedings. Such payment shall be at the regular hourly rate if on an hourly rate basis or at the group bonus rate or the classification bonus rate, as the case may be, if on an incentive basis.
- Twelve of the 17 pay clauses granted company pay to aggrieved employees, or to witnesses. (See table 5.) Such provisions often stated that an employee or witness called by the arbitrators would be paid. At least one contract required payment by the union if it lost the case:
- (38) Union representatives in the employ of the company shall be paid their regular rate for necessary time spent away from their work adjusting grievances and conferring or negotiating with management, including arbitration. Employees needed as witnesses in arbitration shall be similarly paid.
 - (39) Any employee who is required to appear or testify in any... arbitration proceeding held under this agreement shall receive his regular pay for each day the employee is required to so appear or testify....

- (40) Any member of the bargaining unit who shall, at the discretion of the arbitrator be required to testify at, or attend any hearings or arbitration, mediation or settle-

ment of any question of violations of this contract, shall not suffer any loss in wages by reasons thereof.

- (41) ...the company will pay for scheduled work time necessarily lost by not more than four employees the association calls for arbitration cases; except that when a case is lost by the association it will reimburse the company for such amount paid to employees called by the association....

Time limitations. Time constraints did not appear to be frequent, except that pay generally was limited to regular or straight-time hours. One provision, applying to shift workers, allowed for a daily overtime payment on the combined number of hours worked and spent in arbitration:

- (42) Union representatives shall be paid their straight-time average hourly earnings for loss of time devoted to the adjustment of grievances and complaints and bargaining for the union during their normal working hours. In addition, the union arbitrator and/or the division representative involved shall, if present, be paid for loss during normal working hours for the day of an arbitration hearing.
- (43) Any employee or union official assigned to the night shift who shall attend an arbitration...shall be compensated at their straight time hourly rate plus the applicable night shift premium for all hours spent in such arbitration....Daily overtime premium of one and one-half times their earned hourly rate shall be paid for all hours in excess of eight but in no event shall the hours spent in arbitration...and worked on his shift exceed 12 hours for that work day.

No pay for arbitration activity. In 57 of 1,684 grievance arbitration provisions, the company did not pay union representatives engaged in arbitration. (See table 4.) A few of the contracts also applied this practice to other employees and witnesses. The 57 clauses were scattered among a number of industries:

- (44) ...Employees, including union representatives, will receive no pay from the employer for time lost while preparing for, participating in, or attending such arbitration.
- (45) ...Union officers and stewards will not receive wages for time spent in arbitration hearings, nor will any union witnesses or the grievant(s).
- (46) ...Time spent by employees in attending the arbitration hearings shall not be compensated by the company.

The denial of company pay to union officials and other employees may discourage processing frivolous cases to arbitration.

Comparison with previous study. In comparison with the 1958-9 study,⁵ the proportion of agreements allowing paid arbitration time increased from 1 percent to 3

⁵ Collective Bargaining Clauses, Bulletin 1266.

percent. Only 16 agreements in the previous study stipulated pay and all were in manufacturing. Possibly the most interesting changes are the appearance of 15 pay provisions in nonmanufacturing agreements, when none existed earlier, and an increase from 1 to 6 clauses in the chemical industry. Both studies, however, indicate that pay for arbitration activity remains uncommon.

The proportion of agreements denying pay also increased from less than 2 percent to about 3 percent. Little change occurred in the manufacturing/ nonmanufacturing distribution.

Pay for negotiations

Negotiation of the agreement is the cornerstone of the union-management relationship. Negotiation is time consuming, because many factors must be carefully weighed, priorities established, offers and counter offers developed and considered, and decisions made as to what to accept or reject.

Company pay to union representatives during negotiations is not common. Companies and unions generally view such activities as very intensive, to be conducted outside of regular working hours so as to receive full attention. The arms-length relationship also may help prevent charges of conflict of interest. Some companies feel that the financial drain on the union treasury pressures unions to settle and minimizes haggling over minor points.

However, company pay for negotiating in a small number of contracts appears not only to reflect strong union bargaining power but also company policy to generate goodwill and a good working relationship with the union. Of 1,765 agreements, 139 established time off with pay for union negotiators. (See table 6.) Provisions appeared twice as frequently in manufacturing as in nonmanufacturing agreements. Pay clauses were found in over 20 percent of machinery, electrical machinery, and utilities agreements and almost 40 percent of communications agreements. Of those industries represented by a significant number of agreements, no clauses were found in construction, transportation, apparel, and hotel and restaurant contracts. These industries are characterized by multiemployer contracts which union-paid officials are likely to negotiate. Over 20 percent of pay clauses were found in agreements with the Auto Workers, Communications Workers, and several smaller unions, including the Allied Industrial Workers and Chemical Workers.

Personnel eligible for pay. The 430 sample agreements included 37 that referred to paid negotiation time, and of these, 33 limited the number of union negotiators or named specific union officials:

- (42) The union negotiating committee will consist of division officers, the president and vice president of the local union and the international representative, plus one additional member to be appointed by the president of the local union whenever he deems necessary.

...Union representatives shall be paid their straight-time average hourly earnings for loss of time devoted to...bargaining for the union during their normal working hours....

- (47) Union representatives will not be paid for the time spent off their jobs for the purpose of arbitration or negotiations except that the company agrees to pay for four union representatives for time spent in negotiations during their regular shift hours.

Time limitations. Most of the 37 clauses limited the amount of time subject to pay. Such provisions might encourage early settlement since expenses shift to the union once company payments are exhausted. Some contracts required the company to pay union negotiators at their regular rate during early bargaining sessions. If the parties failed to agree during these sessions, the company reduced its payments. One provision allowed a reduction in stages, over time, from full pay to no pay:

- (48) The company will pay for all time lost from scheduled work for attendance at the first ten regularly called negotiating meetings at average straight-time hourly earnings by active...employees who are members of the union negotiating committee and who are certified to the company in writing by the union. Such certifications to be limited to 18. For all other meetings of the company-union negotiating committee, the company will pay 1/2 of time lost at average straight-time hourly earnings, subject to the same limitations. Regularly scheduled 2nd and 3rd shift employees on the committee will be paid as though they were on the first shift.

- (49) For time spent in the negotiation, renegotiation or amendment of collective bargaining agreements or general wage rates [members of the union's bargaining committee] shall be paid their full pay for the first forty hours spent in meetings, three-fourths of their full pay for the next forty hours, one-half full pay for the next forty, one-fourth for the next forty and nothing thereafter unless the meetings were requested by the company in which case they shall receive full pay for the whole time....

No pay for negotiations. In 72 of 1,765 agreements, members of the union's bargaining team were not paid by the employer. (See table 6.) As with pay provisions, no-pay provisions appeared infrequently in multiemployer agreements:

- (50) None of the provisions of this agreement will be construed so as to require payment by the company for any time spent by a union representative in any negotiations for the amendment, extension of, renewal, or of additions to an existing collective bargaining agreement, nor for the negotiations of new agreements.
- (51) The members of the committee will not receive pay from the company for time spent in negotiating a new or amended agreement.

Comparison with previous study. The proportion of

agreements having negotiation pay provisions increased from 3 percent in 1958 to nearly 8 percent in the current study, while worker coverage rose from less than 3 to more than 7 percent.⁶ The most noticeable increases took place in the machinery, electrical machinery, communications, and utility contracts. Provisions denying pay increased from 2 to 4 percent, with a relatively sharp rise in electrical machinery contracts but a decline in transportation agreements. Changes do not appear of sufficient magnitude to indicate a definite trend in either direction.

Safety and health activities

An effective safety program detects and eliminates hazards and often encourages and stimulates employee and union participation to help reduce the accident rate. Many collective bargaining contracts provide for various safety measures, including joint or employee safety and health committees and safety inspections.⁷ If safety committees and inspections effectively reduce the incidence of accidents, it may be to the company's advantage to compensate union officials or other members of the bargaining unit for time spent on safety activities.

Safety committees. Of 1,765 agreements examined, 618 (35 percent) referred to safety committees. Provisions appeared in more than 51 percent of the manufacturing agreements, covering 46 percent of the workers, but in only 19 percent of nonmanufacturing agreements, covering about 24 percent of the workers. (See table 7.) The difference is largely explained by the greater proportion of single-firm contracts in manufacturing. About 53 percent of single-firm contracts established safety committees, compared to 11 percent of multicompany agreements. Because many small companies are party to multicompany contracts, committees may be impractical. However, many multicompany contracts did name the shop steward or another employee as responsible for safety activities.

Of 618 safety committee provisions, 281 referred to paid time for the activity, and 37 specifically allowed no pay. Although clauses referring to committees and to pay appeared in agreements with many unions, particularly high concentrations were associated with a few. (See text table 8.)

Once paid union participation on a safety committee and the committees' functions are established, the parties often negotiate limiting factors and other details similar to those noted for other activities.

Many provisions call for management to compensate committee members for a variety of authorized safety and health activities. The agreements often list the ac-

Text table 8. Safety committee provisions in agreements for selected unions, 1979-80

Union	Total agreements	Reference to safety committees			
		Total	Pay	No pay	No reference to pay
Steelworkers.	137	125	53	33	39
Electrical Workers (IBEW).	139	80	42	1	37
Auto Workers.	98	58	36	—	22
Machinists.	72	35	23	—	12
Oil, Chemical, and Atomic Workers.	29	24	12	—	12
Rubber Workers.	22	20	17	—	3

tivities—meetings, inspections, investigations, review, and training employees in safe working practices—and make no exceptions to pay:

- (52) . . . The company will compensate for participation in authorized safety activities:
- (a) Union members of the joint safety committee for time spent in regular monthly and quarterly meetings of the joint safety committee.
 - (b) Safety captains for time spent in attending quarterly meetings with the joint safety committee.
 - (c) Employees authorized to participate in other safety program activities for time necessarily lost from scheduled work because of such participation...

Time limitations sometimes exist. The frequency and complexity of safety problems, and the time required may vary with the size of the bargaining unit and the industrial setting. Consequently, some agreements establish a ratio between paid committee time and the number of employees:

- (53) A local joint committee on health and safety, hereinafter referred to as the local committee, will be established in the plant, consisting of one representative appointed by the plant management and one representative appointed by the international union.

The maximum number of hours per week in which the union member of the local committee will be allowed to perform his functions shall be determined on the basis of the number of hourly employees in the plant in accordance with the following schedule:

Number of Employees	Hours Per Week
1501 or more	40
1201 to 1500	24
601 to 1200	16
251 to 600	8
Less than 251	4

In 66 of 71 sample agreements referring to paid safety committee activity, company pay for time off is limited to a specified number of employees or to certain

⁶ *Collective Bargaining Clauses*, Bulletin 1266.

⁷ See *Major Collective Bargaining Agreements: Safety and Health Provisions*, Bulletin 1425-16.

designated union officials. (See table 8.) Limitations vary widely, but the most common practice limits the committee to no more than three union or employee representatives:

- (54) ...The committee shall consist of not more than three representatives each from the company and the union (to be appointed by the company and the union respectively)...
- (55) ...For the purpose of revision and maintenance of the safety rules, a committee of three people appointed by the union and three people appointed by the company, with permanent co-chairmen, shall be established, and shall meet not less than once each month, provided items for the agenda are submitted in writing by the union or the company ten days prior to the meeting date...

Most committee activities are conducted during regular hours. However, committee meetings occasionally carry over into off-duty hours, or may be held outside the regular hours of shift workers. In a few instances, the agreement specifies that meetings be preferably held outside regular hours, apparently to minimize disruptions to work.

Of 71 sample agreements referring to pay during normal hours, 18 also mention safety committee activity outside normal hours. Only three provisions permit pay, however. At least one provision indicates the extra time will not count toward overtime premiums:

- (56) ... The safety and health committee shall hold monthly meetings at times determined by the committee preferably outside of working hours. Time consumed on committee work by committee members designated by the union shall be considered hours worked to be compensated by the company...
- (57) ...In the event that a monthly meeting of the first shift members of the committee shall continue beyond 3:30 p.m., the first shift union members will be paid for the time devoted thereto at their regular straight-time hourly rate of earnings, it being understood that no such time spent in attendance after 3:30 p.m., shall be considered to be hours worked for the purpose of computing overtime ...

In the sample of agreements examined, clauses are more likely to state that compensation for committee members will be paid only if the committee activity occurs during scheduled working hours:

- (58) It is understood that the union member of each local safety committee will be paid only for such time spent in performing his functions as occurs during the time when he is otherwise scheduled to work.

Nearly half of the 618 committee provisions make no reference to pay, and no definite conclusion regarding compensation may be drawn. (See table 7.) About 6 percent of the safety committee provisions, however, state that employee members of the committee will not be paid for time lost from their regular work. The Unit-

ed Steelworkers negotiated almost all agreements disallowing compensation.

- (59) The union co-chairman or his designee will be afforded time off without pay as may be required to visit departments at all reasonable times for the purpose of transacting the legitimate business of the safety committee, after notice to the head of the department to be visited or his designated representative and, if the committee member is then at work, permission (which shall not be unreasonably withheld) from his own department head or his designated representative.
- (60) The union shall designate a safety committee, which may review the safety practices in the elevator industry and make recommendations to the individual employers. Quarterly meetings of such safety committee will be held with representatives of the association. It is further understood between the employer and the union that the employer assumes no financial support or liability for such safety committee.

Comparison with previous study. A comparison of the prevalence of agreements granting pay to safety committee members with similar data in the study made in the late 1950's,⁸ indicates a significant increase. Of 1,765 agreements in the new study, 15.6 percent, covering 19.7 percent of the workers, provided for compensation compared with 4 percent of both agreements and workers in the older, 1,631-agreement study. The proportion of current agreements that specifically denied compensation also increased from 1.5 percent to 2.1 percent, although worker coverage dropped from 6.8 percent to 3.1 percent.⁹

The number of both pay and no-pay provisions has grown, as the proportion of agreements that provide for safety committees have increased as a result of public and labor-management concern over safety in the workplace.¹⁰

In the 20-year-old study, pay for safety committee participation had a low prevalence in every industry. Only in fabricated metal products did the proportion of agreements granting pay exceed 10 percent, although nonelectrical machinery and transportation equipment approached that figure. Worker coverage exceeded 10

⁸ Bulletin 1266.

⁹ As nearly as can be determined, this drop occurred because safety committees under the bituminous coal agreement with the mine workers shifted from no-pay to pay status.

¹⁰ About 35 percent of the agreements in the current study, covering about 34 percent of the workers, refer to safety committees. No comparable figures are available from the older study of pay for union business. However, a study based on 1,594 agreements in effect during 1954-55, found 356 safety committee provisions, or 22 percent. The agreements having provisions covered about 2.1 million workers, or 29 percent of the 7.2 million total coverage. See *Collective Bargaining Clauses: Labor-Management Safety, Production, and Industry Stabilization Committees*, Bulletin 1201, (Bureau of Labor Statistics, 1957).

percent in the latter two industries and in food. By comparison, in the current study, petroleum refining and rubber industry agreements show 50 percent or more, and machinery (electrical and nonelectrical) transportation equipment, primary metals, communications, utilities, mining, lumber and ordnance all have between 25 and 50 percent.

In both the old and new studies, specific statements that no pay would be made for safety committee work were concentrated in the primary metals industry,

largely in Steelworker agreements. However, pay provisions also appear in 27 percent of the newer primary metals agreements, contrasted with less than 6 percent of those in the old study. Considerably more current Steelworker contracts grant pay than deny it, although most workers are under no-pay clauses.

Safety and health inspections. It may be in management's interest to enlist the help of the union and members of the bargaining unit in conducting inspections. Joint inspection teams often include union members who are more familiar than management with particular operations and who can spot safety hazards overlooked by others less familiar with workplace conditions.¹¹ On the other hand, an inspector unfamiliar with the operation occasionally may see a danger long overlooked.

Of all 1,765 agreements studied, 313 refer to safety inspections conducted by union representatives or other members of the bargaining unit, usually jointly with management or government inspectors.¹² (See table 9.)

The relatively low prevalence (18 percent) may be explained partly by the fact that many companies maintain full-time safety units staffed by professionals who routinely conduct inspections. In addition, some companies feel that plant inspection is a management prerogative.

Of 313 inspection clauses, 187 refer to pay. The highest proportion of pay provisions is found in rubber industry agreements, but high concentrations also appear in nonelectrical machinery and mining contracts.

In part because inspection often is a safety committee function, the unions negotiating large numbers of committee provisions also accounted for a large proportion of the inspection clauses (See text table 9).

Under agreements requiring company pay, inspection situations vary considerably. The safety committees discussed in the previous section often conduct inspections. Many clauses refer to joint union-management inspection teams, while a few permit the union to conduct independent tours:

¹¹ Some agreements call for one member of the inspection team to be employed in the unit or department to be inspected.

¹² Inspections conducted solely by management and outside consultants are not included in this study.

Text table 9. Safety inspection provisions in agreements for selected unions, 1979-80

Union	Total agreements	Reference to		
		Inspections	Pay	No pay
Steelworkers	137	73	36	20
Auto Workers	98	40	31	—
Electrical Workers (IBEW)	139	28	13	2
Machinists	72	24	16	—
Rubber Workers	22	17	16	—
Oil, Chemical, and Atomic Workers	29	14	9	—

- (50) It shall be the responsibility of the safety committee to discuss health, safety and sanitation in the plant and to make recommendations on safety and sanitation problems considered by the committee...

In carrying out its responsibilities the safety committee may, by mutual agreement of the committee, have specific areas of the plant under discussion by the committee inspected jointly by one company member and one union member of the committee. Time lost from work by union members of the committee in making such inspections shall be paid for by the company at the rate of the employee's average straight-time hourly earnings...

- (61) A union safety committee is hereby established to consist of two persons appointed by the union. The function of this committee shall be to inspect the plants at regular intervals and to report to the labor relations department in writing on any condition which might affect the safety of employees.

The company agrees to excuse from work employees who are members of the union safety committee in those instances where it is necessary for the periodic safety inspection of the plants to be made during the regular working hours of the union safety committee. The company shall be liable for payment for time lost from work as a result of an inspection of the plants made by the union safety committee. Time off and payment, for each member of the union safety committee, will not exceed 8 hours per month...

When an employee is requested by a safety inspector from the Office of the Occupational Safety and Health Administration, U.S. Department of Labor, to accompany the inspector on an inspection tour, and this request is approved by Local No. 154, the company will pay such employee for the time lost from work on his regularly scheduled shift as a result of such inspection. No more than one employee shall be involved at any one time.

Some contracts grant paid time only for routine or internal inspections, and others for accompanying government inspectors on "walk-around" tours. Yet other agreements allow union or employee representatives to participate in both types of inspections without loss of

pay.¹³ A few clauses did not indicate the type of inspection:

- (62) ... The local committee shall...make health and safety inspections of the plant once each 2 weeks to detect potential or existing health or safety conditions and to make the necessary recommendations to get them corrected.

The union representative(s) of the local committee at work shall accompany government, company and international union health and safety inspectors or representatives on plant inspection tours...

Union members of the local committee shall be paid at their regular rate for lost time when performing or functioning in these capacities.

- (63) ... A safety representative shall be designated by joint council in each shop to review with the employer the safety situation in the shop. The safety representative shall be fully compensated by the employer for lost time during occupational safety and health act inspections.
- (64) Time spent in connection with the work of the joint committee by union representatives, including walk-around time spent in relations to inspections and investigations shall be considered and compensated for as their regularly assigned work.

Virtually all 48 inspection pay clauses examined in the 430 agreement sample designate certain employees, or certain numbers of employees, for inspection activities. (See table 10.) Clauses establishing the size of safety committees, of course, often apply to any inspections conducted by these committees. Sometimes, however, not all committee members participate in inspections. Some multiplant provisions allow personnel limitations to be determined locally:

- (25) A joint safety and health committee shall be established consisting of four members, two appointed by the company and two appointed by the local union... The plant manager or his designee will be the fifth member and act as chairman of the committee.

The joint committee shall meet as often as necessary, but not less than once each month, at a regularly scheduled time and place, for the purpose of jointly considering, inspecting, investigating, and reviewing health and safety conditions and practices and investigating accidents, and for the purpose of jointly and effectively making constructive recommendations with respect thereto...

One union representative to the committee will accompany a Federal or State investigator on a walk-around inspection or investigation if the inspector so requests.

¹³ Since 1978, the Occupational Safety and Health Act allows union or employee representatives to accompany Federal inspectors without loss of pay. Safety laws at the State and local level may also grant this privilege. Since the requirement is a matter of law, relatively few negotiators may have included it in their agreements.

All time spent in connection with the work of the committee by a union representative including walk-around time spent in relation to Federal and State inspections and investigations as provided for above, shall be compensated at the employee's regular straight-time hourly wage rate...

- (65) There shall be a joint company/union safety inspection committee at each plant, composed of one employee representative appointed by the union and one representative appointed by the company. The number of such safety inspection committees shall be agreed upon locally at each plant between the local superintendent and the local union. Company and union representatives shall be appointed to serve on such committees for a term of three months. Meetings of such committees and safety inspections shall be scheduled at least monthly on company time at such times and in such manner as not to interfere with orderly operation of the plant... Such committees may recommend to the management improvements in safety conditions in the plant and shall be informed what disposition is made of their recommendations designed to prevent recurrences of accidents.

Paid time is limited in 40 of the 48 sample agreements referring to inspections. Some limit time for some employees and not for others, or limit all individuals or groups concerned but for different lengths of time.

Paid time allowances often must cover safety and health activities as well as safety inspection activities:

- (66) The company agrees to compensate for time spent for general OSHA "walk-around inspections" subject to the following restrictions:

1. The unions will notify the company in writing of their designated representative.
2. The employee representative shall be compensated for actual working time lost at his regular straight time rate of pay for his scheduled hours of work. Payment shall be limited to one representative per affected union not to exceed a combined total of 8 hours per day 40 hours per week. Hours compensated for shall count as hours worked.

- (67) There shall be a joint union-management health and safety committee in each plant which shall be composed of three representatives of management and three representatives of the union. The committee shall... make personal inspections of the plant at least once each month, and make recommendations for the correction of unsafe or harmful conditions and the elimination of both unsafe practices and unsafe conditions.

Union representatives of the health and safety committee may be allowed to leave their work during working hours for the purpose of performing their duties without loss of time or pay. The Departmental Safety Representative will be allowed one hour off his or her job on the third Tuesday of each month to inspect the department and make observations...

A substantial number of agreements do not impose specific time limitations but indicate that safety inspection

tions should not exceed a "reasonable" amount of time. This standard of reasonableness may apply not only to time but to other factors in the inspection procedure:

- (68) The union shall certify its co-chairman from the local bargaining unit. The union co-chairman and the management co-chairman will jointly inspect work areas they deem appropriate on a day immediately prior to each monthly committee meeting. It is understood that the purpose of the plant inspections is to assist the company in satisfying its responsibility for work-connected injuries, disabilities, or diseases which may be incurred by employees. The union co-chairman will be accorded access to the plant work areas in the conduct of his committee responsibilities but a standard of reasonableness must be met by him in the obtaining of permission to leave his regular job, in the amount of time involved if it is during his regular working hours, in the amount of disruption involved if other employees are to be contacted by him, and in the arranging for advance clearance to be in work areas other than his own...

Union committee or bargaining unit members were rarely compensated for safety inspection tours outside of the regular workday. Only 3 of 11 sample clauses referring to the subject provided pay:

- (69) All time spent in connection with the work of the committee by a union representative, including walk-around time spent in relation to Federal and State inspections and investigations, as provided for above, shall be compensated at the employee's regular straight time hourly wage rate...No time spent outside of the hours the employee is scheduled to work shall be compensated at a rate greater than 1 times the employee's straight time hourly wage rate...

Clauses denying company pay for time off for safety and health inspections during regular hours are found in 22 of the 1,765 agreements. Again nearly all are in Steelworker agreements in the primary metal industry. Occasionally, a provision may specify no pay, and in addition, indicate that inspection tours preferably be conducted outside of regular working hours:

- (70) A safety committee consisting of three employees designated by the union and three management members designated by the company shall be established in each plant. By mutual agreement the committee may be increased to not more than eight representatives for each party. The safety committee shall hold monthly meetings at times determined by the committee, preferably outside of regular working hours. The committee may engage in periodic safety tours as part of its regular safety meeting. At the conclusion of the inspection, a written report shall be prepared by the company setting forth the findings of the committee, one copy of which shall be furnished to the union co-chairman. Time consumed on committee work by committee members designated by the union shall not be considered hours worked to be compensated by the company...

becomes injured or ill on the job, other workers may take time off from work to see that the injured worker obtains proper medical attention, and that tools and personal belongings are put away.

The majority of 1,765 agreements do not discuss compensation for time lost from work in caring for disabled workers. However, in 74 of 83 contracts mentioning the activity, pay is allowed. (See table 11). Nearly all of these clauses apply in the construction industry, particularly in Carpenters' and Iron Workers' agreements. This concentration probably stems from the nature of the industry, which is characterized by a high accident rate, and by job sites that are often remote and lack medical facilities. Most clauses assign the responsibility to a specific individual, quite often the union shop steward. The person responsible either administers first aid or delegates the task. He must know the location of the nearest medical facility, and if the illness or injury is severe, be able to take the victim there or summon assistance. Caring for injured workers may be considered a job assignment. Some clauses even indicate that a steward who fails to carry out the task will be subject to censure and penalties:

- (71) The steward shall be allowed to see that proper care and attention has been given to any carpenter employee taken sick or being injured on the job and to properly take care of his tools without loss of pay.
- (72) ...The steward shall promptly take care of injured workers and accompany them to their homes or to a hospital as the case may require, without any loss of time and report the injury to the proper officers of the union. A steward failing to fulfill his duties shall be subject to censure by the union and subject to a penalty upon conviction on charges provided for in the International Constitution...

Of course, a worker may become ill or be injured near quitting time, or immediately before or after work. Virtually none of the 430 sample agreements examined, however, refer to compensation for care of injured or sick employees outside of regular working hours.

Training

Management sometimes pays for training union representatives in grievance, safety, and other procedures previously discussed, or in other activities of mutual concern. For example, training may be in the fundamentals of time-study procedures or in administering job evaluation or incentive systems. Schools or other organizations, rather than management, sometimes conduct the training.

Of 1,765 agreements, 93 refer to training related to union business. (See table 12.)¹⁴ Half of these provide company pay during the training periods. Nearly all

¹⁴Excluded are leaves of absence for training, which are discussed in a later section.

clauses are in manufacturing agreements covering single employers. More than one-quarter of the petroleum refining and primary metals refer to training. All petroleum refining clauses cite pay, while most primary metals clauses make no mention of pay. A substantial number of employees in the transportation equipment and mining industries also are covered by agreements referring to union representative training time and compensation.

All paid training provisions in the 430-agreement sample limit training to specified numbers or categories of workers. Some clauses base eligibility on membership in a committee. Tests or other requirements also may be used to determine eligibility:

- (73) The company agrees to provide sessions in the fundamentals of time study procedure and methods of establishing production standards to the present members of the bargaining committee. Such sessions may be held at the company's convenience and all members will be paid their applicable rate of pay while attending such sessions.
- (74) ...The company will, at its expense, provide for the training of the union members of the joint health and safety committee, one time during the term of this agreement, when such training is requested by the union members of the committee. Such training will be limited to 5 days per committee member and will be conducted by qualified individuals, institutions or organizations recognized in the field.
- (62) ...An appropriate annual training program of 40 hours shall be established for the union members of the local joint committees on health and safety. The national health and safety committee will be provided the opportunity to review and participate in such training or instruction programs and make necessary and desirable recommendations.

The expense for the training is the responsibility of the company and no expense for training shall be borne by the local union or representatives...

- (47) ...When, on the basis of the tests, seven stewards have been found to be suited for job evaluation work, and when trained and fully qualified, they shall review the descriptions and ratings of any new or changed jobs which are questioned...

Each such steward, while engaged in job evaluation training shall be paid at a rate comparable to such steward's average straight time hourly earnings (including straight time incentive earnings) over a maximum of the prior 10 weeks but such average is not to include any such weeks in which a holiday was observed or the employee was on vacation or absent...

Most sample agreements limited the training time of union representatives. The time allowed varied with the type of training, from 1 day a year for first aid to several months for a union time study engineer:

- (75) ...The company will...pay an employee designated as a time study trainee for the local union up to a max-

imum of 30 hours of wages lost per week during the period required for him to become adequately trained. Such period of time shall be of the 60 day duration established in this agreement.

In lieu of training a union time study engineer, the union may elect for 6 months periods, beginning on the first Monday of January and the first Monday of July, to use these hours for the purpose of compensating the union study engineer for time lost during his regular shift because of making time studies...

The union shall have the services of one union safety representative, trained by the company for a period not to exceed 3 months. When the employee is so trained, he shall return to his regular job in the plant.

Should the company transfer the union safety representative to a position outside the bargaining unit, a replacement will be trained by the company at its expense on the basis of the employee's average straight time hourly earnings if an incentive employee, or at his regular hourly rate if an hourly paid employee.

- (76) Members of the mine health and safety committee shall receive special training in first aid and related emergency medical services and instruction in safety matters related to the anthracite industry in accordance with the section above. The employer shall be responsible for paying each committeeman not less than one shift at his regular rate of pay once in every 12-month period for such special training and instruction.

The company occasionally may provide paid training in various aspects of agreement administration, even though the agreement does not require it, since the training usually benefits the company.

However, a few contracts specifically exclude union representatives from pay while in training sessions:

- (77) ...The company and union may mutually agree prior to a third step meeting that another employee may attend a third step meeting when the employee's presence is pertinent to the discussion of a grievance, or when the union desires an employee serving as a local union official to attend for training purposes. The employee will not be compensated for the time spent away from the job as a result of attending a grievance meeting...

Unspecified union business

Although clauses referring to pay for union business usually specify the type of activity, such as grievance or safety, a considerable number either do not designate paid activities, or stipulate that paid time may apply to unspecified union activities in addition to those named in the agreement. In practice, under some agreements, the nonspecific activity provision may permit the union to allocate part of its paid time to internal business not normally paid for by the company. Since union personnel and paid time usually are limited, excessive time and personnel for one activity may lead to inadequate time for another one. In addition, some provisions require management approval for time taken

from work to pursue the activity. Under such clauses, management likely approves only the commonly accepted types of union business, such as processing grievances.

Of 430 sample agreements examined, 102 refer to union business of unspecified nature (other than business requiring leave of absence). Some also refer to compensation:

- (78) ...The President and Vice-President of the union, and 5 Chief Stewards, to be designated by the union, shall be entitled to leave their work during regular, straight time working hours for the purpose of handling grievances and other related union matters, without any loss of pay. It is understood that such pay hours shall not exceed 40 hours a week and that the Chief Stewards will only be paid for time actually spent in the plant. The union President and Vice-President, however, will also be entitled to such payment for regular, straight time hours spent at the union hall on union business. The union will notify the company in writing of the 7 employees covered by this provision.
- (79) The company will allow the President and Chairman of the Shop Committee while on the premises of

the company, to engage full time at company expense up to eight hours per day on the business of the union, and will pay them as provided in the contract.

In addition, other agreements do not mention pay, and some specifically deny company pay for undesignated union activities:

- (80) The officers of the local union shall be allowed to report off from scheduled work at reasonable time for the purpose of transacting legitimate union business. Requests to report off shall be made by the President of the local union to the Superintendent of Labor Relations who shall transmit such requests to the respective department superintendents. Such permission to report off shall not be unreasonably requested and shall not be unreasonably withheld.
- (81) Officials of the union, including grievance committeemen, shall be allowed time off, without pay, to attend the legitimate business of the union.

Other union members shall be allowed time off, without pay, to attend the legitimate business of the union if it does not seriously interfere with the operations of the plant.

Chapter 3. Leave of Absence for Union Business

Under various provisions discussed in the previous sections, union representatives engaged in work related to the agreement, usually on company premises, were not counted absent and often were paid by the company. Except for brief or intermittent periods when they were negotiating or administering the agreement, union representatives were required to perform their regular jobs.

This section discusses those activities for which the union representative must obtain a formal, and generally unpaid, leave of absence.¹⁵ Leaves are commonly granted for a week or two to attend union conventions, conferences, or meetings on internal union affairs, or for varying periods to attend training sessions applying to agreement negotiations, to administration, or to internal union affairs. Generally, employees who are elected or appointed to full-time union positions receive leaves of a year or more which may be extended.

During the leave period, the union-paid official may work on both internal union affairs and collective bargaining agreements. Particularly if elected or appointed to a local union position, the representative might participate in labor-management relations with the same company that granted the leave. Unions normally pay these officials which partially explains the relatively low prevalence of company pay for negotiation and arbitration in the previous sections. Since union disbursements are outside the scope of collective bargaining, agreements seldom mentioned pay or other benefits for full-time union employees on leave.

Before turning to specific types of leave provisions, some major procedural requirements, limitations on leave, and clauses pertaining to seniority, job, and benefit rights will be discussed. A sample of 430 agreements, covering about 2.6 million, was selected for close examination of these rules governing leave. The sample included 251 agreements, applying to 1.7 million workers, that referred to one or more types of union leave.

¹⁵ A leave of absence may briefly be defined as a company approved employee absence of a day or more, for any of various reasons. A few provisions may require formal leave of absence for negotiations or grievance processing, etc. These do not fit the norm, however, and for study purposes have been classified with the more common provisions to obtain a complete prevalence for the activity and for pay status.

Because leaves for union jobs are most prevalent and last the longest, provisions delineating the limitations and rights attached to leaves apply most often to this situation. This may be particularly true of provisions dealing with employee rights and benefits during leave and upon the employee's return to work.

Administrative procedures and leave limitations

In negotiating leave provisions for union business or for other purposes, consideration must be given both to the employee's need for leave and the company's need for uninterrupted operations. Therefore, many agreements allow leave, but establish various procedural requirements and limitations that allow the employer to plan for the absence and to minimize work force adjustments. Constraints vary somewhat with the type of leave. For example, advance notice of return is usually unnecessary to attend a union convention, but might be required to hold a full-time union job.

Eligibility for leave. Provisions commonly cited employees or union officials eligible for union leave, and such eligibility requirements appeared in many of the clause illustrations that follow. Restrictions on eligibility for some types of leave are obvious, even if not mentioned; leaves, for example, to assume full-time union positions can apply only to workers who were elected or appointed to these positions.

A small proportion of provisions restricted leave eligibility to employees having at least a specified amount of seniority, or length of service. Similar restrictions might, of course, be imposed by the union, outside the scope of the agreement. Provisions might screen out casual workers who go on leave with no intention of returning:

- (82) Any employee with one year's service, elected or appointed to office in the union which requires full time in the discharge of its duties, shall be given a leave of absence not to exceed 2 years, unless otherwise mutually agreed upon....

Procedural requirements. Provisions in 189 agreements required that the leave applicant comply with various administrative procedures before leave would be granted. (See table 13.) These clauses commonly required the applicant to state in writing the reasons and probable duration of the leave. Clauses might also require written approval by the authorizing union and manage-

ment officials, should an allegation later be made that the leave was obtained under false pretenses, or that the absentee deviated from the purposes for which the leave was granted:

- (83) All leaves of absence...must be applied for in writing, and such requests must state the reason for the leave... and the anticipated duration. The employer will notify the union when a leave of absence is granted....
- (84) Leaves of absence shall be written in quadruplet form, one copy shall be retained by the employee, three copies for the company, and one copy for the union.
- (85) ...All leaves of absence must be approved and signed by the Shop Committee, the Manager of Industrial Relations and the employee's Superintendent or General Foreman.

Many provisions required notification well in advance of the proposed absence to allow management time to secure a replacement. The amount of notice required occasionally varied with the nature of the leave:

- (86) ...Adequate notice of intent to apply for leave shall be afforded local plant management to enable proper provision to be made to fill the job to be vacated....
- (87) The employer agrees to grant the necessary and reasonable time off...to any employee designated by the union to attend a labor convention or serve in any capacity on other official union business provided 48 hours written notice is given to the employer by the union, specifying length of time off....
- (88) In the event the employee is elected or appointed to any Newspaper Guild office, or in the event the employee is elected to represent the Guild or any organization with which The Newspaper Guild is affiliated as a convention delegate in connection with the business of his or her union, such employee shall be given a leave of absence.... Employees applying for such leaves will, except in emergencies, give the employer at least two weeks' advance notice of such intention.

Limitations on the number of employees on leave. Of 251 sample agreements referring to union leave, about half (128) limited the number of employees permitted on leave at a given time. (See table 13.) Such limitations, in conjunction with advance notice and other requirements, allowed management to adjust its work force to accommodate the absences.

Sometimes clauses were designed to avoid excessive absences within one plant, department, or other unit. A limited number of employees might be granted leave from each unit:

- (89) The period of...leave of absence for union activities may also be used for the purpose of enabling not more than two authorized representatives of the union at any one time to carry on activities of the union concerning employees of the company represented by the union within the states or portion of states served by the company.

- (69) A leave of absence for the purpose of accepting position with the United Cement, Lime and Gypsum Workers Union, at the local, district, or international level, or the AFL-CIO, or any of its subordinate bodies, shall be available to not more than three employees from each plant at any one time....

- (1) If an employee is elected a delegate to a bona fide union meeting or convention, such employee shall be granted a leave of absence.... No more than two employees from any one local union representing the employee in a plant employing up to 400 employees shall be granted leaves or be absent at the same time on such account. One additional employee for each 200 employees (or major fraction thereof) in excess of 400 employees, up to a total of 4 employees shall be granted such leaves....

- (90) Not more than 6 employees of the company within a bargaining unit and no more than 2 employees of any one department, unless more are mutually agreed upon between company and the union, selected by the union to do work for the union which takes them away from their regular employment, shall be granted leave of absence without pay of not more than 60 working days each calendar year....

As with other limitations, some provisions established no specific numerical restrictions, but instead required that leaves be limited to a "reasonable" number of union representatives. The reasonableness standard might provide some flexibility in dealing with actual situations, although it might also lead to occasional disputes. Some provisions also permitted the number of leaves to be negotiated, or established specific limits, but allowed the limits to be exceeded by mutual consent:

- (91) ...Not more than eleven employees shall be granted such leaves concurrently; provided the company and the union may mutually agree to grant additional such leaves....

- (92) Leave without pay shall be granted an employee designated as the representative of the union at a convention of the New York State Federation of Labor or of the American Federation of State, County and Municipal Employees. Such leave shall be limited to not more than one employee from any agency and not more than a total of five employees from all agencies in any year. An agency with more than one leading union officer in its employ will discuss with the union and will give consideration to a request that two of them be given leave as herein provided, but its decision will be final.

- (73) ...Employees who are officers of the union or International Representatives of the union will be granted a leave of absence without pay for the term of office, the total number of such employees to be agreed upon....

Time limitations and extensions. Leaves of absence were usually granted for specific lengths of time, appropriate to the type of union leave, i.e., short periods for attending conventions, relatively long periods for leave to accept union employment. As with other lim-

itations, setting the employees' expected time of return allowed management to plan work force adjustments. The 251 sample agreements included 182 that referred to time limits (See table 13.):

- (93) Employees who are officials of the union or officers of... a local...and who represent the union in its relations with the company, shall be granted one year's leave of absence by the company....
- (94) Accredited officers shall be given leaves of absence without pay, not exceeding twenty working days to attend conventions or other pertinent business of the union....
- (95) ...employees...shall...be granted a leave of absence... not to exceed two weeks in any one calendar year to attend to business of the union....
- (96) ...the employer will give to an employee a leave of absence not to exceed 12 months, to engage in union business....

A few provisions did not set a specific time limit. Under such "open-ended" arrangements, the union representative probably had to give advance notice of intention to return to work:

- (85) An employee delegated to represent the union shall be granted an indefinite leave of absence if mutually agreeable to the Shop Committee and the company....

Provisions limiting leave to a specific period frequently permitted the leave to be extended for additional periods. Under some clauses, management apparently granted extensions upon request, provided other requirements were met. Other clauses, however, indicated that additional leave periods would be granted only at company discretion or by mutual consent. Such clauses allowed management to deny an extension if this best served the needs of the company:

- (97) An employee's appointment or election to conduct union business shall be deemed good and sufficient reason for obtaining a leave of absence. Such employee shall be given, upon written notice to the company and to the Shippers Labor Committee in the district as to those packing houses listed in Appendix "A", a leave of absence not to exceed one year, which shall be extended yearly thereafter on request, provided the employee shall be continuously conducting union business....
- (98) Employees who are elected to office in the union, necessitating a leave of absence from their jobs, shall be granted a leave of absence without pay, not to exceed a period of one year. Such leave of absence, however, shall be extended from year to year by the management....
- (99) Any member of the union shall, on written request of the union and approval by the company, be granted a leave of absence for union business for a one year period. Extensions of one year shall be requested and granted on written request of the union and approval by the company prior to the termination of such leave.

- (100) Employees who may be elected as full-time representatives of the Bi-County Joint Board, Textile Workers Union of America, AFL-CIO-CLC, not exceeding 3 in number, shall be granted a leave of absence without loss of seniority for a period not to exceed 3 years. If such employee should continue as such representative beyond 3 years, the question of leave and/or seniority rights shall be a matter for negotiation between the parties....

Other requirements. An employee usually must return to work promptly at the end of the leave. Failure to do so, without reasonable excuse, may result in termination. Management can determine the employee's date of expected arrival from leave records, but uncertainty exists as to whether the employee will actually appear. Some agreements attempted to remove the uncertainty by requiring advance notice of intent to return:

- (101) Granting of such a leave will be contingent upon reasonable notice of the request and the availability of a qualified replacement as determined by the company. The maximum number of employees granted leave will also be determined by the company.

A request to return to active employment must be made within thirty calendar days prior to the termination of the leave. Employment will be terminated promptly at the end of the leave if the employee does not return to active employment.

An employee on leave of absence for union business, usually for a full-time union position, might complete the assignment, decide to give it up, or be terminated from the union job before the end of the leave period. Some clauses allowed the official to return to company work, although they might require advance notice. A few other provisions, however, indicated the company might not have to accept the worker back until the end of the leave period:

- (102) If a furloughed employee desires to return to work before the end of the prescribed duration of his furlough, he shall be permitted to do so provided his seniority entitles him to available work and provided he has notified the appropriate office at least a week before the date of his intended return to work.
- (103) Once the union has made the proper request and the leave of absence for union business has been granted to an employee for 6 months, the company will be under no obligation to allow that employee to return to work prior to the expiration of the particular 6 months' leave of absence.

One provision did not specifically limit the duration of leave but reserved management's right to recall the employee for a limited period at stated intervals:

- (104) Upon request from an accredited officer of the union the company will grant a furlough to an employee required to devote his full time to union activities. Employees thus furloughed will continue to accrue company service and class of work seniority during the life of the furlough. Should the employee return

to duty he may resume work by exercising his seniority rights in returning to the position he occupied at the time he took the furlough or if that position no longer exists, to the nearest comparable position to which his company service and ability entitle him. The company reserves the right to recall any such employee for a thirty day period, such right to be exercised not more often than once every two years.

During a prolonged period of absence, the union representative's mental or physical condition may change. In recognition, a few provisions required the returning employee to undergo a medical examination. Other provisions required the examination only if the company strongly suspected a health problem:

- (105) The company shall require each employee taking a leave of absence without pay to submit to a medical examination at the beginning of his leave of absence and before reinstatement the employee must, by another medical examination, establish the fact that his physical condition has not changed for the worse during his leave of absence, and that he is qualified mentally and physically to resume his duties....
- (106) ...No physical or other examination shall be required as a requisite of reinstatement except where the company finds that an obvious physical or mental condition exists which requires medical advice regarding job placement or fitness for work.

Management right to deny leave. In 58 of the 251 sample agreements containing leave provisions, management reserved the right to deny union leave of absence even though the union representative complied with all procedural requirements and limitations. (See table 13.) The provisions usually allowed the leave if it did not interfere with the employer's operations:

- (107) Upon request of the President of the International or the President's authorized delegate, a reasonable number of employees who have been selected by the union to perform union duties which will take them from their assigned company duties for a continuous period of more than 1 month shall be granted a leave of absence. However, the company may refuse the excuse of an employee at a time when the employee's absence from assigned company duties will seriously interfere with the operation of the business.
- (108) A leave of absence for a period not to exceed one year shall be granted to employees with one or more years of bargaining unit seniority in order to accept a full time position with the union, provided such leaves will not interfere with the operation of the employer.
- (5) ...an employee certified by the union to be a full-time union official may be granted a leave of absence without pay.... Each such leave of absence shall...be granted only at such time as will not interfere with operations.
- (109) ...The union agrees that, in making its request for time off for union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the employer's op-

eration due to lack of available employees.

A few clauses require that both the needs of the employee for leave and of the employer for workers must be considered:

- (110) ...In scheduling the leave both the needs of the employee and the company's need for production will be given consideration. The compelling nature of the employee's request will be taken into account.

Seniority, job rights, and employee benefits during leave of absence

During their years of active service, employees typically accrue increasingly valuable rights based on length of service. One of these rights, seniority, or competitive status relative to other employees, is frequently a factor in protection from layoff, in promotion, shift preference, and other situations. A given period of service, or seniority, on a particular job, or in a particular unit, may entitle the incumbent to protection from transfer, or displacement by other employees.¹⁶ Also, length of service usually determines the length of paid vacation, level of retirement benefits, and other benefits. In addition, active status entitles most workers to participate in group life and medical insurance programs.

A normal concern of an employee on leave of absence for union business— particularly on a long leave— is the effect of the absence, if any, on these various rights and benefits. Reflecting this concern, a significant proportion of leave provisions mentioned the subject. A leave of absence normally protected the employee from total loss of various benefits and often continued them as though the employee remained on active duty. Some provisions, however, limited or denied certain accruals and benefits during the absence, particularly if the leave was long.

Seniority. In the study, 218 of the 251 sample agreements having leave provisions referred to seniority. (See table 13.) A separate prevalence was not obtained for each type of leave, but likely most clauses applied to acceptance of a full-time position with the union. Because such leaves, particularly if extensions are granted, may continue for several years, the treatment of seniority in such cases is more critical and of more concern to the worker involved than for other kinds of union leave:

¹⁶ The administration and principal applications of competitive seniority are discussed in *Major Collective Bargaining Agreements: Seniority in Promotion and Transfer Provisions* (Bull. 1425-11), 1970; *Layoff, Recall, and Worksharing Provisions* (Bull. 1425-13), 1972; and *Administration of Seniority Procedures* (Bull. 1425-14), 1972.

<i>Seniority treatment</i>	<i>Agreements</i>	<i>Workers (thousands)</i>
Total referring to leave . . .	251	1,753.4
Total referring to seniority- all leaves	218	1,612.6
Seniority does not accrue	21	167.1
Seniority accrues	177	1,384.5
Varies, or partly accrues	20	121.1

The majority of provisions (177) afforded the most favorable procedure; during the entire approved absence, seniority continued to accrue:

- (111) An employee(s) shall accumulate seniority while on leave of absence under any leave of absence provisions outlined in this article.
- (7) Seniority will accumulate during periods of authorized leaves.
- (112) Any employee covered by this agreement, who becomes elected or appointed to an office in the International Brotherhood of Electrical Workers, or Business Agent for System Council U-9, requiring his/her absence from duty with the company shall be granted leave of absence and shall continue to accumulate seniority with the company throughout such term of office...
- (113) Full seniority status shall be retained and accumulated by employees while acting as full-time officers or employees of the local union or as full-time officers or employees of the International Union, or as full-time national officers or employees of the American Federation of Labor-Congress of Industrial Organizations...

Provisions indicating that the employee would suffer "no loss" of seniority were somewhat ambiguous, since they did not specify that seniority would accrue. They have been interpreted in the study as implying that seniority would continue to accrue:

- (114) Employees timely returning from authorized leaves of absence shall not suffer a loss of seniority.
- (115) Any employee who now holds office or shall be elected to office in the union which requires absence from the employer's service shall, upon retirement from such office, be re-employed by the company without the loss of seniority.

Seniority did not accrue in 21 of the 41 agreements studied. This usually meant that upon the employee's return, the seniority date would be adjusted to reflect the period on leave, and that the employee's name would be moved to a lower position on the seniority list. Normally, the longer the leave, the greater the loss of competitive status:

- (116) ...Union officials shall not accumulate seniority while on leave of absence....

The remaining 20 contracts allowed limited accrual. Under some clauses, the amount of additional seniority allowed depended on the seniority status of the employee at the time leave began:

- (79) An employee with seniority who is granted leave of absence will accrue seniority during such leave in accordance with the following schedule determined as of the last day worked:
 - a. If he has less than one year's seniority, to a maximum of ninety days.
 - b. If he has one to five years' seniority, to a maximum of one hundred and eighty days.
 - c. If he has five to ten years' seniority, to a maximum of three-hundred and sixty-five days.

Employees returning to work after such leaves of absence shall receive an adjusted starting date if their leave exceeds the above limitations.

Employees with 10 years' or more seniority shall not lose seniority during a leave of absence.

- (80) The company will continue to allow employees leaves to take up full-time employment with the local or international union, during which time they shall retain their continuous length-of-service standing....

An employee appointed subsequent to January 1, 1961 as an International Staff Representative of the union and who serves full time in such capacity will continue to accrue continuous service 2 years after the date of such appointment and, if reinstated at any time thereafter in active employment with the company, will have his continuous service accrued at the end of 2 years following the date of such appointment reestablished.

Under a few contracts, seniority accrual depended on the nature of the leave:

- (117) An employee who is elected or selected as a full-time business representative for District 105 of the International Association of Machinists and Aerospace Workers shall continue to accrue seniority. An employee elected or selected to a full-time union position such as Grand Lodge Representative shall continue to accrue seniority for a period of 4 years after such election or selection and thereafter all seniority in the bargaining unit shall be totally forfeited.

Job rights. Another concern of the employee requesting a leave for union activity is placement upon return to work. Many employees prefer to go back to their former positions, and almost always are allowed to, following short absences, such as for attending union conventions. Employees returning from long leaves, however, may face difficulty because their former positions were eliminated or filled by employees with greater seniority or job rights. Some returning workers may no longer be able to perform their former job duties.

Of 251 union leave provisions, 144 referred to the

placement of employees returning from leave. (See table 13.) A number of these allowed employees to return to their previous jobs. This right, however, usually was contingent on the worker's ability to perform the work and the availability of such work:

- (118) An employee elected to office in the union or an employee appointed for duties in the union with the consent of the company, who is required to spend a part or all of his time in the employ of the union, shall not lose his seniority with the company on account of time off for union duties. On his return to work with the company, such employee, if qualified, shall be returned to his original duties at the then prevailing wage scale for such position if such position then exists; otherwise he shall be given such position as he may be qualified to fill....
- (119) An employee elected to a union office or as a delegate to a union activity or appointed as a union representative necessitating a leave of absence for an extended period of time, shall be granted a leave of absence not to exceed five years, without loss of seniority, unless an extension is granted, such extension to be negotiated between the union and the company. Upon completion of such leave of absence, such employee shall on the basis of his accumulation of seniority be returned to his former or similar position at the going rate at the time of his return and without loss or prejudice to any of his rights or privileges....
- (120) Any member of the union who is elected to a permanent office or who must take a temporary leave of absence because of being appointed a delegate of any union activity, shall be granted a leave of absence and shall accumulate and retain his seniority on the job for which he was employed at such time of leave.
- (121) An employee who leaves the employ of company to accept a full-time office in union and who makes application for reemployment within thirty days of the expiration of his term of office in the union to which he has been elected or appointed shall be entitled to reinstatement to his former work with accrued seniority at the rate of pay for such work prevailing at the time of reinstatement, provided that he is still able to perform such work.

Rather than referring to the employees' qualified right to return to their old jobs, some provisions established a right to placement on similar or equivalent jobs:

- (122) Upon return from...a leave of absence an employee shall... be reinstated at work generally similar to that in which last engaged prior to the leave of absence and for which the employee is qualified.
- (123) ...When their terms of office expire, such members of the union shall be reinstated by the company in jobs...at least equivalent to those held by them at the times such leaves of absence were first granted.

Unless assigned permanently to a vacant position, the returning employees might displace other employees. To minimize disruptions to operations and personnel, management usually limited the number of workers affected. Some provisions permit the returning worker to

exercise seniority to "bump" a less senior employee under specified circumstances:

- (124) ...At the completion of such term of office, the employee shall, upon application to the company, be reinstated to such employee's former classification with all seniority rights; in such event, other employees will consent to such changes in assignment and classification as may be necessary to reinstate such a returning employee....
- (125) After the termination of any leave of absence the employee shall be permitted to return to his former position, seniority permitting. In the event his position has been abolished, or is filled by an employee with greater seniority, then he shall be permitted to exercise his seniority for a job most comparable in pay which he is capable of performing.

Placement procedures sometimes were conditioned by the type of assignment or the period of absence of the returning union representative. As a rule, employees who returned from leave within the designated period had placement rights superior to those who returned after longer absences:

- (126) An employee granted ...a leave of absence...for union activity...whose seniority is not broken prior to reemployment will be entitled to return to the classification, department and shift he left provided (a) he has not become incapable because of disability of performing the work required, and (b) he would not have been removed from his position during his period of absence under the provisions of...this article, except that an employee absent over one year will not be entitled to displace an employee with greater seniority.
- (127) Employees who have an official request for a leave of absence shall be granted leave to accept a temporary union assignment, not to exceed 4 consecutive months, and upon the expiration of such leave shall be entitled to return to their former jobs and shifts.... Permanent union appointees and those employees who are elected to district or international office shall be entitled to return to a job, provided that employees with greater seniority at the mine are not on layoff status, and may bid on such vacancies as are posted. Where, by prior practice or custom, a permanent union officer or appointee is entitled to return to his job, that practice shall be continued....

Benefits during union leave. During a union leave of absence, the employer generally has no responsibility to continue the employee's wages. Wages, however, are only part of the compensation package, which may include various non-wage benefits, such as pensions, separation pay, and group life and medical insurance. Active employees accrue increasing potential benefits based on service with the company. An employee applying for union leave, particularly long-term leave, might be concerned about retention and accrual of various benefits, since loss or restriction of some benefits affect the employee during the leave, and not just upon return to work.

As with wage payments, the union sometimes absorbed non-wage costs, by paying premiums and fund contributions for the employee on leave. Employees on long-term leave with the union also might come under a union-sponsored benefit program.

The 251 sample agreements having union leave provisions included 66 referring to the status of benefits during absences. No effort has been made to categorize the clauses by type of benefits, since provisions usually mention "benefits" with no further definition, or refer only to some benefits:

	<i>Agreements</i>	<i>Workers (thousands)</i>
Total referring to leave . .	251	1,753.4
Total referring to benefits . . .	66	356.0
Benefits retained and accrued	20	93.9
Benefits not retained and accrued	13	37.6
Retention of benefits varies	33	224.4

In 20 agreements, provisions allowed full retention or accrual of benefits, or at least those mentioned. Provisions sometimes applied only to short-term leave situations:

- (128) ...The employer will pay the cost of group insurance for the President and Treasurer of Local 724 during the period of time they are in office and on full time leave of absence in accordance with the provisions of this paragraph....
- (129) Time off given to representatives of the local union to attend council meetings or conventions...shall be without loss of pension or hospital-medical benefits.
- (69) A leave of absence will be granted to employees to attend union conventions, or other like union activities, without impairment of...benefits....

Under 33 agreements, some benefits were continued, while others were not, or were limited to a specified period. In a few agreements, benefit treatment depended on the type of leave:

- (57) Upon written request of the union, the company will grant a special leave of absence equal in duration to one full term of office for each of 2 members who are elected or appointed to a full time office in the local union, subject to renewal in each case by the written request of the local union president. Employee and dependent group insurance coverage will be continued during the entire period of such local union leave of absence, and each such employee shall continue to receive credited service for pension purposes in accordance with the agreement covering pensions.

In addition, upon written request of the union, the company will grant a special leave of absence for a period of 1 year, to 1 member who is elected or appointed to a full time office in the international union, subject to renewal by mutual agreement of the com-

pany and union. Only the seniority and no other benefits of an employee on international union leave of absence shall accumulate during the entire period of such leave.

- (130) During the period of a leave of absence for union activities:

- a. The employee may continue the employee's Basic Medical Expense insurance coverage and the employee's Dental Expense Plan insurance coverage by paying 100% of the premiums for those coverages.
- b. The company will continue the employee's Basic Group Life Insurance coverage in effect.
- c. The company will continue the employee's Extraordinary Medical Expense insurance in effect for the first year of the leave of absence, and the employee may continue that insurance coverage in effect for the remainder of the leave of absence by paying 100% of the premium for the employee's coverage.

Agreements sometimes refer not to benefits, but to the accrual of the credited service applicable to benefits. Apparently clauses do not cover insurance premiums, which are seldom related to credited service:

- (131) At the request of the union a member of Local 737, IUE; AFL-CIO, elected or assigned to an office in the international union will be granted a leave of absence for one year, renewable annually upon written request of the company.... If the member on leave returns within 10 years from the initial start of the leave, he shall suffer no loss of benefit seniority....

Some provisions allowed employees on leave to continue their participation in benefit programs by paying the costs or premiums. Possibly the union would reimburse the workers or make the actual payments:

- (132) Employees on such a leave of absence shall be able to continue their membership in employee benefit plans, such as Retirement, Mutual Aid, Dependent Medical Coverage, Group Life Insurance and the Long Term Disability Plan, subject, however, to the limitations and provisions of such plans. It is understood and agreed that employees covered by this provision will be required to pay appropriate fees for coverage under these programs, including the full cost of coverage under the Long Term Disability Plan.

One provision granted union officials benefit coverage superior to that allowed other employees on leave. The reason for the differential treatment is not given:

- (133) Upon written notification to the company by the union, two local union officers and the local union president as designated by the union shall be entitled to the following described benefits during the period they are on approved leave of absence:

- 1. Continuation of group insurance coverage on the same basis and duration as other employees on leave of absence except that no payment of premium for such continued coverage shall be re-

quired to be made by employees so designated.

2. Pension service credits will be credited to such designated employees on the same basis and to the same extent as if they were not on approved leave of absence and were available for work with the company to which they might otherwise be scheduled.
3. Such designated employees except the Local Union President will be entitled to random days on the same basis and to the same extent as if they were actively at work, provided however, the calculation and payment of such random days shall be limited to actual earnings paid to such employees during each month for the preceding calendar year.

Thirteen agreements denied benefits during the leave period. Again, the union possibly assumed at least part of the benefit "package". Only rarely, however, did an agreement refer to such union contributions:

- (134) Time spent on leave of absence will not be counted as time worked for the purpose of wage computation or other benefits....
- (135) An employee granted a leave for union activities will be ineligible for wages or benefits from the company during the period of the leave.
- (136) Full-time salaried employees of the union and employees who receive a leave of absence from their employer to work for the union shall be eligible for and continue to receive all benefits of the Welfare Fund provided that the union makes the required contributions for such employees in accordance with amounts established by the Welfare Fund Trustees....Only employees who were formerly taxicab drivers or inside men with past service credits shall be eligible to receive benefits hereunder.

Leave to accept union employment

Union members may be appointed or selected to full-time union jobs at various levels—local, state, regional, or national. Most union officials, particularly at the local level, likely retain their ties with previous employers through leaves of absence. The question occasionally arises as to why employers grant leave to accept union employment: (1) Most employers wish to remain on reasonably good terms with the union. The newly elected union official usually assumes a post with the local union, and is likely to participate in negotiating and administering the agreement with the employer. (2) The union has bargaining power, and can assign a high priority to the issue of union leave. (3) Reciprocity—the employer who adopts a liberal leave policy for union officials expects liberal union policy toward foremen or other members of management who return to the bargaining unit. (4) The number of employees on union leave from a given employer usually is quite small and creates little disruption.

From the viewpoint of the newly elected or appointed union official, the issue of leave is critical. New un-

ion officials, in particular, may be unsure of their future effectiveness and popularity, and reluctant to cut all ties with their employer. Unions are, of course, political organizations, and political positions in a democratically run organization are not noted for job security. Even effective, appointed officials may be dismissed following a change in leadership. Leave of absence enables the ex-union official to return to his old employer, often with unimpaired seniority and benefit rights.

Leave of absence to hold jobs in other organizations is not restricted to unions, but often applies to jobs with government agencies. Most employers probably prefer to grant leave for such posts to workers who are familiar with the company and its problems, rather than to deny the leave, and perhaps discourage the worker from accepting the job. Granting of such leave also serves notice to the public that the company encourages its employees to participate in activities for the general welfare.

Leave of absence clauses pertaining to union employment appeared in 761 of the 1,765 agreements, covering 3.8 million of the nearly 8 million workers. (See table 14.) Clauses were found in 62 percent of the manufacturing agreements, and 25 percent of those in nonmanufacturing. Clauses were found in more than 75 percent of the contracts for transportation equipment, nonelectrical machinery, utilities, fabricated metal products, ordnance, tobacco, and mining.

Provisions were relatively rare in apparel and construction—industries in which employees' attachment is more to the industry than to an individual employer.

Provisions were found in 75 percent or more of the agreements held by the Auto Workers, Rubber Workers, Steel Workers, and Machinists agreements, as well as a number of smaller unions such as the Tobacco Workers, Chemical Workers, and Utility Workers.

Some provisions granted leave only for local union positions. Possibly under such limitations, employees who accepted higher level union posts might be denied leave and dismissed. Other provisions granted leave only for international positions. Some clauses might apply to local positions as well, except local part-time positions which required no leave. Many provisions allowed leave for both local and international posts:

- (137) During the life of this agreement, the company agrees to grant a leave of absence to not more than six employees (three for the local union and three for the international union) who are engaged in official union activities....
- (138) Leaves of absence for the purpose of accepting positions with the international or local union shall be available to a reasonable number of employees.
- (139) Upon official request of the union, any employee duly designated by the union or any of its affiliates to perform duties on its behalf for an extended period of time to conduct local union business shall be granted

a leave of absence, without pay, for such purpose, provided that such leave of absence shall not substantially interfere with company operations.

- (140) Election or appointment to a full-time office of the local union shall be considered good and sufficient reason for obtaining a leave of absence. Such employee or employees shall be given, upon written request from the Secretary of the union to the company labor relations office, leave of absence for the period of time the employee occupies such office. Such leave will not cause any adjustment in the employee's anniversary date.

Some clauses did not specify the level of union organization, but referred more generally to "the union." In some situations the term might have been intended to apply to any union position. Reference only to "the union" was, of course, all that was necessary under agreements with most independent single firm or intra-state unions:

- (141) Members of the union elected to union positions or selected by the union to do work for the union which takes them from their employment with the corporation shall, at the written request of the union, receive temporary leaves of absence for periods not to exceed one year, and upon their return shall be reemployed on the shift on which they last worked, provided they have sufficient seniority, at work generally similar to that which they did last prior to the leave of absence, and with seniority accumulated throughout their leave of absence.
- (142) The companies agree that they shall upon request of the union grant special leaves of absence without pay for participation in union activities to a maximum of three employees for a period up to two years in each case, provided request is made 30 days prior to the beginning of each leave....

Provisions often distinguished between elected and appointed union officials, although leave terms applied to both. A few agreements, however, referred only to one of the two possibilities. Used broadly, the term "appointed" might apply to both situations, although the reverse was not true. The rationale for excluding one category was not entirely clear. Union officials are more likely to be appointed to staff positions in larger or higher level union organizations:

- (143) An employee elected or selected to full-time position in the United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, but excluding all national and international unions other than the UAW, which takes him from his employment with the company, shall upon written request to the company, receive a leave of absence for 1 year. The employee will receive annual renewals upon written application to the Director of Industrial Relations.
- (144) ...Leaves of absence without loss of seniority and without pay will be granted to any employee elected to act as a representative of the union upon request of the union's regional director....

- (79) An employee appointed to a full-time position with the union shall be granted leave of absence without pay for the period of his union employment without affecting his seniority.

- (98) Employees who are elected to office in the union, necessitating a leave of absence from their job, shall be granted a leave of absence without pay, not to exceed a period of 1 year....

Often the term "full-time" appeared in clauses, perhaps because any employees having only part-time union duties generally remained on active duty with the employer:

- (145) Any employee of the company who shall become an officer or agent of Local 31 or of the Industrial Union of Marine and Shipbuilding Workers of America and whose duties shall require his full time shall, at the written request of the union, be granted a leave of absence by the company for the period of such employment, but not beyond the termination of this agreement....
- (95) Any employee who is elected or appointed to a full-time position with the union shall be granted a leave of absence without loss of seniority and without pay for a period not to exceed one year....

An employee who returned to the bargaining unit after a very long period as an union official might have obsolete skills, require retraining, and might create resentment in an employee who might be displaced. For these reasons, and perhaps because the likelihood of return diminishes with the passage of time, a number of provisions limited total leave time, including extensions:

- (135) Employees elected or selected to full time positions in the local union or the international, which takes them from their employment with the company, shall...receive a maximum of two leaves of absence per employee within 12 months for periods of up to six months, the sum total of which shall not exceed eight years in any ten years of active employment.
- (146) ...If made at the end of such leave of absence, such leave of absence may be extended yearly for seven additional years for union officers or national office representatives, and for seven additional years for business agents, assistant business agents or local officers; provided, however, that no union officer or national office representative or any business agent, assistant business agent or local officers shall be entitled to such leaves of absence which, during his employment with the company, aggregate in excess of eight years.
- (147) Upon written request of the union giving 2 weeks' advance notice, the company will grant an employee(s) elected or assigned to a full-time union office a leave(s) of absence without pay for 1 term of office, not to exceed 3 years. Such leave of absence will be renewable for 4 additional terms of office, not to exceed 12 years. Not more than 3 employees shall be granted such leave(s) at the same time from the company, and no employee shall be granted more than 1 such leave of absence during the period of his employment by the company.

To a great extent, the disruptive effect of returning from long absences may be diminished by the small number of employees who return. For this reason, perhaps, a few agreements place no limit on leave:

- (36) ...There shall be no limitation on the length of the leave of absence of an employee who is serving on the staff of the union....

Company pay for full-time union activities. Company pay for employees on leave to hold full-time union positions was rare. A small proportion of the clauses referring to such leave (under 1 percent) required the company to retain the union official on the payroll, or at least to assume a part of the payroll costs. Provisions granted pay only to local union officials, who spent at least part time in activities discussed in the pay for union business section:

- (148) The President of the Society, who shall be chosen by the Society from among the employees covered by the agreement, shall be called the Chairman and be entitled to devote full time only to his duties of operating under this agreement. He shall continue to be paid at the salary he was receiving at the time of assuming his duties, except that his salary shall be adjusted in accordance with any general salary increases. He shall be deemed to be an active employee of the company for the purpose of benefits applicable to employees. He shall be entitled to be on company time for overtime hours when more than 15% of the bargaining unit employees are scheduled to work. He shall be entitled to leave the company's premises only in the course of his function of operating under this agreement, but he shall notify the designated company representative when leaving and returning to the company's premises during working hours.

- (149) The union may designate one Chief Steward who is an employee of the company within the bargaining unit to represent the employees covered by this collective bargaining agreement. The duties of the Chief Steward shall be those described in Article entitled "Grievance Procedure", investigate safety, and disciplinary cases. His rate of pay will be a maximum of eight hours per day at straight time and regular overtime rates on Saturdays, Sundays, and Holidays when 25% of the workforce are working. The Chief Steward shall be granted leave of absence from his regular job section and shift during the term of his office. Vacancy shall be filled by the accepted procedure.

Some of the clauses required the company to pay only a fixed proportion of an officials' wage. The union paid the remainder:

- (150) The President of the local union will serve as such on a full time basis. He will be paid 8 hours straight time pay at the classified hourly rate of the last classification in which he last worked (on other than a temporary basis) for each day of the work week. The company will pay for 3 such days per week and the union will pay for 2 such days per week.

Leave for union conventions

Of 1765 agreements examined, 391, covering over 2

million of the nearly 8 million workers, contained provisions for leave to attend union conventions. (See table 14.) Such leave provisions were considerably more common in manufacturing than in nonmanufacturing agreements (26 versus 17 percent respectively) although worker coverage (27 versus 24 percent respectively) showed relatively little difference. Only in lumber and wood products contracts did convention provisions apply in more than 50 percent of the agreements, and in transportation agreements to more than half the workers. Clauses appeared in over 40 percent of agreements in machinery, fabricated metals, chemicals, and transportation. Among larger unions, clauses appeared in 70 percent of Electrical Workers' (IUE) agreements, and in more than 30 percent of the Auto Workers', Teamsters', Clothing Workers', Food and Commercial Workers', Paperworkers', and Oil, Chemical and Atomic Workers' agreements.

Some agreements identified the particular conventions for which leave was provided, and others did not. Clauses also varied somewhat in designating those eligible for leave. Some provisions limited the leave to elected delegates, while others were less restrictive:

- (151) The company agrees to grant excused absences, without pay, to official delegates for the purpose of attending the United Paperworkers International Union's AFL-CIO Convention or the Virginia State Council AFL-CIO Convention. The union shall notify the company as far in advance as possible as to the employees' names, dates of absence, and expected date of their return.

- (152) Temporary leaves of absence to attend State or National conventions shall be granted to all Executive Board members and elected delegates of the union.... Such leave of absence shall be without pay or loss of seniority.

- (94) Accredited officers shall be given leaves of absence, without pay, not exceeding 20 working days to attend conventions....

Although leave extension provisions applied most often to leaves for employment with the union, a few contracts recognized that conventions occasionally ran beyond the normal limits, and provided for extending the leave time:

- (153) Where it will not substantially interfere with production, elected or appointed representatives of the union shall be granted leaves of absence of not more than 14 days except as extended by mutual agreement for the purpose of attending union conventions....

Provisions allowing company pay while attending conventions were common in public sector agreements, but only a handful appeared in private industry, predominantly negotiated by the Insurance Workers. Because insurance agents' earnings were derived largely from commissions, and because agents might earn no new commissions during the leave, the provisions might

represent a special case and apply only to their guarantee:

- (154) The company agrees to give time off to any agent, without deduction from compensation, for the purpose of attending any convention or conference of the union....
- (155) The company agrees to permit agents who are union delegates to take time off from their duties, without any deduction from compensation for the purpose of attending official conventions of the National AFL-CIO, the State AFL-CIO and the union, and officially called conferences of the union....

Leave for training

Leave of absence for union representatives to attend training sessions appeared in a small proportion of the agreements. The national union often conducts such training for local union officials in negotiating or administering the agreement, or in conducting internal union affairs, such as keeping local union financial reports.

Leave of absence for training was cited in only 47 of the 1,765 agreements, covering only 162,000 of the 8 million workers. (See table 14.) About 72 percent of the agreements were found in manufacturing industries, nearly half of them in transportation equipment. Among unions, training leave was negotiated in over 10 percent of the Auto Workers, Machinists, and Rubber Workers agreements.

Because the nature of training might vary, provisions often were not specific. Some, however, specified the purpose, or the union officials eligible for training:

- (156) ...Shop stewards shall be entitled to a leave of one day each calendar year with pay for shop steward training and education. The union must notify the employer at least 2 weeks in advance thereof. The shop steward must, upon returning from the leave, present the store manager with written evidence from the union that the steward has used the leave for the purpose for which the leave was intended. For purposes of the above only, one shop steward per store will be eligible for pay for said leave.

Training usually was sponsored by the union. However, in a small proportion of the clauses, the company sponsored the training and bore the expense:

- (157) There shall be a plant safety committee composed of equal representatives from the union and the company. The company will send the Union Safety Representative to the annual State Safety Conference, or if there is no State Safety Conference that year, to the National Safety Conference. Arrangements for attending the conference, including lost wages and travel expenses, shall be made by the company Safety Director.

Under at least one provision, pay and other costs for workers who completed the training successfully were borne by the company, and for workers who failed to qualify by the union:

- (158) All costs associated with the training of individuals who at the completion of their training qualify as union standards technicians will be borne by the company. All costs associated with the training of individuals who at any time during their training or fail to qualify will be borne by the union. The rates of pay and expenses allowed during training are the subject of a separate letter of understanding....

Leave to attend meetings

Provisions granting leave of absence to attend union business meetings appeared in 155 agreements. (See table 14). The nature of such meetings was generally not specified perhaps because the subject matter varied. They might be construed to include pre-negotiations caucuses, meetings to draft resolutions for presentation at conventions, or to coordinate regional union activities, to discuss constitutional changes, etc. Provisions appeared most often in manufacturing agreements, but showed no significant concentrations. Twenty percent of agreements in the chemical, stone, clay and glass, and utilities industries, however, contained such provisions. Clauses also appeared in at least that proportion of Electrical Workers (IUE), Glass Bottle Blowers, and Chemical Workers Agreements.

Provisions generally included the same limitations as for other leaves:

- (78) The employer shall grant leaves of absence to any employee selected...to attend any union convention, school or meeting, for the duration thereof. The seniority of employees granted such leaves of absence shall accumulate during such leaves.... Not more than 30 employees at one time, not counting employees occupying...full time positions, shall be on leaves to attend any union convention, school or meeting.

Leaves to attend union meetings are conditioned upon verbal notice to the employer. The granting of all other leaves of absence referred to herein is conditioned upon written notice to the employer. Any notice shall be made sufficiently in advance to enable the company to make whatever adjustments are necessary to meet the needs of the business.

- (159) Duly elected local union officials who are designated to attend official union business meetings away from the works for extended periods of more than 1 day will be excused without pay on presentation of proof of such official union business for a period of up to 2 weeks (fourteen calendar days)....

A few provisions granted paid leave, which tended to be for short periods:

- (160) One shop steward per store is to receive 1 personal day with pay a year to be used for attending a Local 1262 Shop Steward Seminar.

Unspecified union business

Provisions referring to union leave included many

that either did not specify the activity, or that allowed leave for nonspecific activities in addition to those that were defined. Of 1,765 agreements in the study, 551 referred to leave for undefined union business. (See table 14.) As with other union leave provisions, most agreements (335) were in manufacturing, although worker coverage was not significantly greater than for non-manufacturing. Over half the agreements in chemicals, petroleum refining, electrical machinery, mining, transportation, and communications referred to leave for unspecified union business. These clauses appeared in half or more of the agreements negotiated by the Communications Workers, Oil, Chemical and Atomic Workers, Auto Workers and Paperworkers, and in nearly as large a proportion of Teamsters and Electrical Workers (IBEW) agreements.

Clauses granting undefined leave means that the more specific prevalences discussed previously might be somewhat understated. Nonspecific clauses might give some clue as to the actual activities covered. For example, provisions limiting the duration of leave to a few weeks probably did not contemplate leave for union employment while provisions establishing a maximum of a year or more in all likelihood, did:

- (161) Upon request of any union officer, a reasonable number of employees who have been selected by the union to perform union duties which will take them from their assigned company duty for a continuous period of more than one month shall be granted leaves of absence....

Clauses that appended leave for unspecified activities to leave for specific ones also narrowed the range of activities. As an example, a clause that granted leave for conventions, or for "other" union business, limited the remaining possibilities:

- (162) The employer agrees to grant the necessary and reasonable time off, without discrimination or loss of any employees' rights and without pay, to any employee designated by the union to attend a labor convention or meeting or to serve in any capacity, or other official union business, provided 48 hours written notice is given to the employer by the union specifying length of time off....
- (163) The employer agrees to grant the necessary time off, without discrimination and without pay, to any employee designated by the union to attend a labor convention or serve in any capacity on other official union business, provided 72 hours written notice is given to the employer by the union specifying length of time off....

Superficially, a provision that granted leave for undefined activities gave the union great flexibility in determining the activities eligible for leave. However, a large proportion of the clauses required the company to approve the leaves which, in effect, meant that the company limited activities eligible for leave although the agreement might not specifically limit them.

Table 1. Pay for time spent on grievances in major collective bargaining agreements by industry, 1979-80¹

(Workers in thousands)

Industry	All agreements		Reference to grievance procedure								No reference to grievance procedure	
	Agreements	Workers	Total		Pay ²		No pay ³		No reference to pay		Agreements	Workers
			Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers		
All industries	1,765	7,980.6	1,743	7,814.0	803	3,996.2	94	478.1	846	3,339.6	22	166.5
Manufacturing	874	3,601.3	873	3,600.3	533	2,269.9	65	393.4	275	936.9	1	1.0
Ordnance, accessories	14	36.4	14	36.4	14	36.4	-	-	-	-	-	-
Food, kindred products	97	273.2	96	272.2	43	150.5	5	16.1	48	105.6	1	1.0
Tobacco manufacturing	8	22.2	8	22.2	3	7.7	-	-	5	14.5	-	-
Textile mill products	14	34.3	14	34.3	7	17.6	1	1.2	6	15.5	-	-
Apparel	44	348.7	44	348.7	6	11.1	2	3.4	36	334.1	-	-
Lumber, wood products	15	24.7	15	24.7	3	5.5	-	-	12	19.2	-	-
Furniture, fixtures	16	25.7	16	25.7	13	21.3	-	-	3	4.4	-	-
Paper, allied products	54	96.3	54	96.3	23	34.3	1	1.2	30	60.8	-	-
Printing and publishing	24	53.3	24	53.3	2	9.1	-	-	22	44.2	-	-
Chemicals	45	84.7	45	84.7	38	74.1	-	-	7	10.6	-	-
Petroleum refining	16	30.1	16	30.1	10	17.3	-	-	6	12.8	-	-
Rubber and plastics	22	101.7	22	101.7	14	51.2	-	-	8	50.5	-	-
Leather products	14	31.6	14	31.6	3	4.9	2	11.0	9	15.7	-	-
Stone, clay, and glass	34	96.2	34	96.2	16	39.5	-	-	18	56.7	-	-
Primary metals	93	477.9	93	477.9	39	116.1	37	325.3	17	36.5	-	-
Fabricated metals	36	83.3	36	83.3	23	62.7	4	5.9	9	14.7	-	-
Machinery	94	271.8	94	271.8	80	242.1	7	17.4	7	12.2	-	-
Electrical machinery	94	380.9	94	380.9	84	344.0	1	1.5	9	35.4	-	-
Transportation equipment	114	1,072.0	114	1,072.0	95	991.5	3	6.2	16	74.2	-	-
Instruments	12	29.5	12	29.5	9	20.6	1	1.6	2	7.3	-	-
Miscellaneous manufacturing	14	26.1	14	26.1	8	12.0	1	2.6	5	11.5	-	-
Nonmanufacturing	891	4,379.3	870	4,213.7	270	1,726.3	29	84.7	571	2,402.7	21	165.5
Mining, crude petroleum, and natural gas	20	211.2	20	211.2	12	23.4	5	24.7	3	163.0	-	-
Transportation ⁴	77	677.2	76	676.2	38	464.9	5	8.3	33	203.0	1	1.0
Communications	72	805.2	68	723.3	58	604.7	1	10.0	9	108.6	4	81.8
Utilities, electric, and gas	83	212.3	83	212.3	70	190.0	2	3.3	11	19.0	-	-
Wholesale trade	21	35.2	21	35.2	4	7.3	1	1.4	16	26.4	-	-
Retail trade	146	487.8	146	487.8	27	102.1	9	23.9	110	361.8	-	-
Hotels and restaurants	45	194.1	45	194.1	3	33.6	1	1.0	41	159.5	-	-
Services	73	386.1	67	347.7	16	88.9	4	9.5	47	249.2	6	38.4
Construction	353	1,367.9	343	1,323.6	42	211.2	1	2.5	300	1,109.9	10	44.3
Miscellaneous nonmanufacturing	1	2.0	1	2.0	-	-	-	-	1	2.0	-	-

¹ The vast majority of agreements were scheduled to expire during 1979-80.

² Includes full or partial pay to some or all union representatives.

³ Includes only specific statements that the company will not pay for

the activity.

⁴ Excludes railroads and airlines.

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

Table 2. Types of grievance activity paid for in sample of major collective bargaining agreements, 1979-80¹

(Workers in thousands)

Grievance activity	Agree-ments	Workers
Total studied	430	2,628.6
Total referring to grievance procedure	425	2,554.5
Total referring to pay	206	1,361.7
Any type of grievance activity	98	782.5
All formal steps in the grievance procedure	17	93.0
Certain steps in the grievance procedure	30	200.4
Regularly scheduled grievance meetings	42	228.5
Grievance meetings or investigations called by the company	19	57.3
No reference to pay	219	1,192.7
No reference to grievance procedure	5	74.1

¹ The vast majority of agreements were scheduled to expire during 1979-80.

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

Table 3. Personnel eligible for pay, and limits on pay for grievance time in sample of major collective bargaining agreements, 1979-80¹

(Workers in thousands)

Type of provision	Agree-ments	Workers
Total studied	430	2,628.6
Total referring to grievance procedure	425	2,554.5
Total referring to pay	206	1,361.7
Limitations on union representatives eligible for pay, or certain officials specified	188	1,239.5
Pay for time off of aggrieved employee	60	290.7
Pay for time outside regularly scheduled hours	18	104.5
No pay for time outside regularly scheduled hours	61	657.1
No reference to pay	219	1,192.7
No reference to grievance procedure	5	74.1

¹ The vast majority of agreements were scheduled to expire during 1979-80.

NOTE: Nonadditive.

Table 4. Pay for time spent on grievance arbitration in major collective bargaining agreements by industry, 1979-80¹

(Workers in thousands)

Industry	All agreements		Reference to grievance arbitration								No reference to grievance arbitration	
	Agreements	Workers	Total		Pay ²		No pay ³		No reference to pay		Agreements	Workers
			Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers		
All industries	1,765	7,980.6	1,684	7,696.8	58	193.2	57	152.8	1,569	7,350.8	81	283.7
Manufacturing	874	3,601.3	853	3,556.5	43	105.3	33	90.4	777	3,360.7	21	44.8
Ordnance, accessories	14	36.4	14	36.4	2	7.8	1	2.3	11	26.2	-	-
Food, kindred products	97	273.2	95	268.8	4	7.9	4	6.1	87	254.8	2	4.4
Tobacco manufacturing	8	22.2	7	19.8	1	2.3	-	-	6	17.5	1	2.4
Textile mill products	14	34.3	14	34.3	-	-	-	-	14	34.3	-	-
Apparel	44	348.7	44	348.7	-	-	2	2.9	42	345.8	-	-
Lumber, wood products	15	24.7	10	17.5	-	-	2	2.8	8	14.6	5	7.2
Furniture, fixtures	16	25.7	16	25.7	-	-	-	-	16	25.7	-	-
Paper, allied products	54	96.3	53	95.2	1	1.8	1	1.6	51	91.8	1	1.1
Printing and publishing	24	53.3	22	49.8	-	-	-	-	22	49.8	2	3.4
Chemicals	45	84.7	45	84.7	6	9.6	4	6.7	35	68.4	-	-
Petroleum refining	16	30.1	16	30.1	1	1.2	-	-	15	28.9	-	-
Rubber and plastics	22	101.7	22	101.7	3	8.5	-	-	19	93.1	-	-
Leather products	14	31.6	14	31.6	-	-	-	-	14	31.6	-	-
Stone, clay, and glass	34	96.2	34	96.2	-	-	-	-	34	96.2	-	-
Primary metals	93	477.9	90	470.2	4	13.9	1	1.3	85	455.0	3	7.7
Fabricated metals	36	83.3	36	83.3	-	-	2	2.6	34	80.7	-	-
Machinery	94	271.8	91	267.5	7	15.4	7	46.3	77	205.7	3	4.3
Electrical machinery	94	380.9	92	378.0	3	4.0	5	11.4	84	362.6	2	2.9
Transportation equipment	114	1,072.0	112	1,060.7	10	31.2	3	4.4	99	1,025.1	2	11.3
Instruments	12	29.5	12	29.5	-	-	-	-	12	29.5	-	-
Miscellaneous manufacturing	14	26.1	14	26.1	1	1.5	1	1.8	12	22.8	-	-
Nonmanufacturing	891	4,379.3	831	4,140.3	15	87.9	24	62.3	792	3,990.1	60	238.9
Mining, crude petroleum, and natural gas	20	211.2	20	211.2	3	4.9	-	-	17	206.2	-	-
Transportation ⁴	77	677.2	70	632.1	-	-	-	-	70	632.1	7	45.1
Communications	72	805.2	70	785.1	-	-	2	10.5	68	774.5	2	20.1
Utilities, electric, and gas	83	212.3	82	210.9	3	5.9	8	18.4	71	186.5	1	1.4
Wholesale trade	21	35.2	21	35.2	1	3.1	2	2.7	18	29.3	-	-
Retail trade	146	487.8	145	485.3	4	15.5	9	24.9	132	444.9	1	2.5
Hotels and restaurants	45	194.1	43	182.6	-	-	-	-	43	182.6	2	11.5
Services	73	386.1	66	338.7	4	58.4	1	1.5	61	278.8	7	47.4
Construction	353	1,367.9	313	1,257.0	-	-	2	4.2	311	1,252.8	40	110.9
Miscellaneous nonmanufacturing ...	1	2.0	1	2.0	-	-	-	-	1	2.0	-	-

¹ The vast majority of agreements were scheduled to expire during 1979-80.

² Includes full or partial pay to some or all union representatives.

³ Includes only specific statements that the company will not pay for

the activity.

⁴ Excludes railroads and airlines.

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

Table 5. Personnel eligible for pay, and limits on pay for arbitration time in sample of major collective bargaining agreements, 1979-80¹

(Workers in thousands)

Type of provision	Agree-ments	Workers
Total studied	430	2,628.6
Total referring to arbitration procedure	413	2,558.7
Total referring to pay	17	45.7
Limitations on union representatives eligible for pay, or certain officials specified	13	30.7
Pay for time off to aggrieved employee or witness	12	30.0
No reference to pay	396	2,513.0
No reference to arbitration procedure	17	69.8

¹ The vast majority of agreements were scheduled to expire during 1979-80. NOTE: Nonadditive.

Table 6. Pay for time spent in negotiations in major collective bargaining agreements by industry, 1979-80¹

(Workers in thousands)

Industry	All agreements		Reference to pay						No reference to pay	
	Agree-ments	Workers	Total		Pay ²		No pay ³		Agree-ments	Workers
			Agree-ments	Workers	Agree-ments	Workers	Agree-ments	Workers		
All industries	1,765	7,980.6	210	945.6	138	582.9	72	362.7	1,555	7,034.9
Manufacturing	874	3,601.3	139	458.4	92	268.5	47	189.9	735	3,142.8
Ordnance, accessories	14	36.4	3	5.8	1	1.3	2	4.5	11	30.5
Food, kindred products	97	273.2	8	21.0	6	10.6	2	10.4	89	252.2
Tobacco manufacturing	8	22.2	-	-	-	-	-	-	8	22.2
Textile mill products	14	34.3	-	-	-	-	-	-	14	34.3
Apparel	44	348.7	-	-	-	-	-	-	44	348.7
Lumber, wood products	15	24.7	3	6.1	1	2.6	2	3.5	12	18.6
Furniture, fixtures	16	25.7	-	-	-	-	-	-	16	25.7
Paper, allied products	54	96.3	6	7.3	5	6.1	1	1.2	48	89.0
Printing and publishing	24	53.3	-	-	-	-	-	-	24	53.3
Chemicals	45	84.7	4	8.0	4	8.0	-	-	41	76.7
Petroleum refining	16	30.1	2	3.2	2	3.2	-	-	14	26.9
Rubber and plastics	22	101.7	4	10.1	4	10.1	-	-	18	91.5
Leather products	14	31.6	-	-	-	-	-	-	14	31.6
Stone, clay, and glass	34	96.2	6	8.3	4	5.7	2	2.6	28	87.9
Primary metals	93	477.9	9	16.0	7	10.4	2	5.6	84	461.9
Fabricated metals	36	83.3	6	10.3	4	6.2	2	4.1	30	73.0
Machinery	94	271.8	29	103.0	20	35.8	9	67.2	65	168.7
Electrical machinery	94	380.9	39	193.7	21	131.8	18	61.8	55	187.2
Transportation equipment	114	1,072.0	18	62.2	12	35.1	6	27.1	96	1,009.8
Instruments	12	29.5	1	1.3	1	1.3	-	-	11	28.2
Miscellaneous manufacturing	14	26.1	1	1.8	-	-	1	1.8	13	24.3
Nonmanufacturing	891	4,379.3	71	487.2	46	314.4	25	172.8	820	3,892.1
Mining, crude petroleum, and natural gas	20	211.2	4	5.1	2	2.6	2	2.4	16	206.1
Transportation ⁴	77	677.2	1	3.0	-	-	1	3.0	76	674.2
Communications	72	805.2	28	367.4	21	252.2	7	115.2	44	437.7
Utilities, electric, and gas	83	212.3	22	65.4	17	40.4	5	25.0	61	146.9
Wholesale trade	21	35.2	2	2.7	1	1.3	1	1.4	19	32.4
Retail trade	146	487.8	12	40.4	3	14.7	9	25.7	134	447.4
Hotels and restaurants	45	194.1	-	-	-	-	-	-	45	194.1
Services	73	386.1	2	3.0	2	3.0	-	-	71	383.1
Construction	353	1,367.9	-	-	-	-	-	-	353	1,367.9
Miscellaneous nonmanufacturing	1	2.0	-	-	-	-	-	-	1	2.0

¹ The vast majority of agreements were scheduled to expire during 1979-80.

² Includes full or partial pay to some or all union representatives.

³ Includes only specific statements that the company will not

pay for the activity.

⁴ Excludes railroads and airlines.

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

Table 7. Pay for time spent on safety committee activities in major collective bargaining agreements by industry, 1979-80¹

(Workers in thousands)

Industry	All agreements		Reference to safety committees								No reference to safety committees	
	Agreements	Workers	Total		Pay ²		No pay ³		No reference to pay		Agreements	Workers
			Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers		
All industries	1,765	7,980.6	618	2,701.6	281	1,574.1	37	249.7	300	877.8	1,147	5,278.9
Manufacturing	874	3,601.3	449	1,654.9	218	888.5	34	242.2	197	524.2	425	1,946.3
Ordnance, accessories	14	36.4	9	27.1	5	12.4	-	-	4	14.7	5	9.3
Food, kindred products	97	273.2	37	93.3	11	21.8	-	-	26	71.5	60	179.9
Tobacco manufacturing	8	22.2	-	-	-	-	-	-	-	-	8	22.2
Textile mill products	14	34.3	3	8.8	-	-	-	-	3	8.8	11	25.5
Apparel	44	348.7	1	1.7	1	1.7	-	-	-	-	43	347.0
Lumber, wood products	15	24.7	8	14.0	5	9.1	-	-	3	4.9	7	10.7
Furniture, fixtures	16	25.7	3	3.6	1	1.1	1	1.3	1	1.2	13	22.1
Paper, allied products	54	96.3	23	47.1	9	13.2	-	-	14	33.8	31	49.2
Printing and publishing	24	53.3	3	11.7	-	-	-	-	3	11.7	21	41.6
Chemicals	45	84.7	24	40.0	10	20.6	-	-	14	19.4	21	44.7
Petroleum refining	16	30.1	10	16.9	8	14.6	-	-	2	2.2	6	13.2
Rubber and plastics	22	101.7	19	91.2	15	86.4	-	-	4	4.8	3	10.5
Leather products	14	31.6	3	4.9	1	1.7	-	-	2	3.2	11	26.7
Stone, clay, and glass	34	96.2	25	67.5	8	12.6	-	-	17	54.9	9	28.7
Primary metals	93	477.9	77	441.8	25	131.6	27	230.1	25	80.1	16	36.1
Fabricated metals	36	83.3	26	64.7	13	35.8	2	3.5	11	25.4	10	18.6
Machinery	94	271.8	64	169.6	43	139.3	2	3.6	19	26.7	30	102.2
Electrical machinery	94	380.9	41	122.2	27	93.3	-	-	14	28.9	53	258.7
Transportation equipment	114	1,072.0	64	404.7	30	272.6	2	3.6	32	128.4	50	667.3
Instruments	12	29.5	3	15.5	3	15.5	-	-	-	-	9	14.0
Miscellaneous manufacturing	14	26.1	6	8.4	3	5.0	-	-	3	3.4	8	17.7
Nonmanufacturing	891	4,379.3	169	1,046.7	63	685.6	3	7.4	103	353.6	722	3,332.6
Mining, crude petroleum, and natural gas	20	211.2	16	201.7	8	185.5	-	-	8	16.2	4	9.4
Transportation ⁴	77	677.2	13	58.7	-	-	1	3.0	12	55.7	64	618.5
Communications	72	805.2	29	399.9	24	375.9	-	-	5	24.0	43	405.3
Utilities, electric, and gas	83	212.3	55	165.4	24	76.8	1	1.9	30	86.7	28	46.9
Wholesale trade	21	35.2	1	1.3	-	-	-	-	1	1.3	20	33.8
Retail trade	146	487.8	12	35.4	2	13.9	-	-	10	21.5	134	452.4
Hotels and restaurants	45	194.1	1	10.0	-	-	-	-	1	10.0	44	184.1
Services	73	386.1	6	14.6	2	4.6	-	-	4	10.0	67	371.5
Construction	353	1,367.9	36	159.5	3	28.9	1	2.5	32	128.1	317	1,208.4
Miscellaneous nonmanufacturing ...	1	2.0	-	-	-	-	-	-	-	-	1	2.0

¹ The vast majority of agreements were scheduled to expire during 1979-80.

² Includes full or partial pay to some or all safety committee representatives.

³ Includes only specific statements that the company will not pay for

the activity.

⁴ Excludes railroads and airlines.

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

Table 8. Personnel eligible for pay, and limits on pay for safety committee activities in sample of major collective bargaining agreements, 1979-80¹

(Workers in thousands)

Type of provision	Agree- ments	Workers
Total studied	430	2,628.6
Total referring to safety committees	156	850.0
Total referring to pay	71	499.5
Limitations on union representatives eligible for pay, or certain officials specified	66	322.3
Limitations on paid time for safety committee activities	14	38.0
Limitations on type of safety committee activity	43	396.9
Pay for time outside regularly scheduled hours	3	16.5
No pay for time outside regularly scheduled hours	15	82.7
No reference to pay	85	350.5
No reference to safety committees	274	1,778.5

¹ The vast majority of agreements were scheduled to expire during 1979-80.

NOTE: Nonadditive.

Table 9. Pay for time spent on safety inspections in major collective bargaining agreements by industry, 1979-80¹

(Workers in thousands)

Industry	All agreements		Reference to safety inspections								No reference to inspections	
	Agreements	Workers	Total		Pay ²		No pay ³		No reference to pay		Agreements	Workers
			Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers		
All industries	1,765	7,980.6	313	1,600.4	187	1,115.0	22	133.3	104	352.0	1,452	6,380.2
Manufacturing	874	3,601.3	252	1,204.8	153	811.6	20	129.7	79	263.4	622	2,396.5
Ordnance, accessories	14	36.4	4	6.3	2	2.7	-	-	2	3.6	10	30.0
Food, kindred products	97	273.2	12	29.6	6	11.6	-	-	6	18.0	85	243.6
Tobacco manufacturing	8	22.2	-	-	-	-	-	-	-	-	8	22.2
Textile mill products	14	34.3	-	-	-	-	-	-	-	-	14	34.3
Apparel	44	348.7	7	134.2	4	103.7	-	-	3	30.5	37	214.5
Lumber, wood products	15	24.7	5	7.7	3	5.5	-	-	2	2.2	10	17.0
Furniture, fixtures	16	25.7	1	1.3	1	1.3	-	-	-	-	15	24.4
Paper, allied products	54	96.3	9	14.6	6	9.5	-	-	3	5.1	45	81.7
Printing and publishing	24	53.3	-	-	-	-	-	-	-	-	24	53.3
Chemicals	45	84.7	10	18.5	7	15.2	-	-	3	3.3	35	66.2
Petroleum refining	16	30.1	9	15.8	7	12.9	-	-	2	2.8	7	14.3
Rubber and plastics	22	101.7	16	87.9	14	85.2	-	-	2	2.7	6	13.7
Leather products	14	31.6	2	2.8	1	1.7	-	-	1	1.1	12	28.8
Stone, clay, and glass	34	96.2	10	29.6	4	5.5	-	-	6	24.1	24	66.6
Primary metals	93	477.9	39	245.3	13	94.5	17	120.2	9	30.5	54	232.6
Fabricated metals	36	83.3	16	48.1	10	37.5	1	2.3	5	8.3	20	35.2
Machinery	94	271.8	43	137.3	33	122.9	1	1.2	9	13.1	51	134.5
Electrical machinery	94	380.9	26	83.7	16	57.4	-	-	10	26.3	68	297.2
Transportation equipment	114	1,072.0	36	320.3	22	231.1	1	6.0	13	83.2	78	751.7
Instruments	12	29.5	2	14.0	1	8.0	-	-	1	6.0	10	15.5
Miscellaneous manufacturing	14	26.1	5	7.3	3	5.0	-	-	2	2.3	9	18.8
Nonmanufacturing	891	4,379.3	61	395.6	34	303.4	2	3.6	25	88.6	830	3,983.7
Mining, crude petroleum, and natural gas	20	211.2	14	200.3	10	189.6	-	-	4	10.7	6	10.9
Transportation ⁴	77	677.2	3	8.0	1	5.0	-	-	2	3.0	74	669.2
Communications	72	805.2	4	17.7	3	16.3	-	-	1	1.4	68	787.4
Utilities, electric, and gas	83	212.3	21	63.0	12	46.0	2	3.6	7	13.4	62	149.3
Wholesale trade	21	35.2	1	1.3	-	-	-	-	1	1.3	20	33.8
Retail trade	146	487.8	1	3.8	1	3.8	-	-	-	-	145	484.0
Hotels and restaurants	45	194.1	-	-	-	-	-	-	-	-	45	194.1
Services	73	386.1	2	5.0	-	-	-	-	2	5.0	71	381.1
Construction	353	1,367.9	15	96.3	7	42.6	-	-	8	53.7	338	1,271.6
Miscellaneous nonmanufacturing	1	2.0	-	-	-	-	-	-	-	-	1	2.0

¹ The vast majority of agreements were scheduled to expire during 1979-80.² Includes full or partial pay to some or all union or employee representatives.³ Includes only specific statements that the company will not pay for

the activity.

⁴ Excludes railroads and airlines.

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

Table 10. Personnel eligible for pay, and limits on pay for safety inspections in sample of major collective bargaining agreements, 1979-80¹

(Workers in thousands)

Type of provision	Agree- ments	Workers
Total studied	430	2,628.6
Total referring to safety inspections	83	464.8
Total referring to pay	48	333.9
Limitations on union representatives eligible for pay, or certain officials specified	45	171.2
Limitations on paid time for safety inspections	40	299.7
Limitations on type of safety inspections	17	51.9
Pay for time outside regularly scheduled hours	3	10.4
No pay for time outside regularly scheduled hours	8	17.2
No reference to pay	35	130.8
No reference to safety inspections	347	2,163.8

¹ The vast majority of agreements were scheduled to expire during 1979-80.

NOTE: Nonadditive.

Table 11. Pay for time spent caring for sick or injured employees in major collective bargaining agreements by industry, 1979-80¹

(Workers in thousands)

Industry	All agreements		Reference to caring for sick or injured employee						No reference to caring for sick or injured employee	
	Agreements	Workers	Total		Pay ²		No reference to pay		Agreements	Workers
			Agreements	Workers	Agreements	Workers	Agreements	Workers		
All industries	1,765	7,980.6	83	273.7	74	244.3	9	29.3	1,682	7,706.9
Manufacturing	874	3,601.3	7	23.4	3	9.0	4	14.4	867	3,577.8
Ordnance, accessories	14	36.4	-	-	-	-	-	-	14	36.4
Food, kindred products	97	273.2	1	1.5	-	-	1	1.5	96	271.7
Tobacco manufacturing	8	22.2	-	-	-	-	-	-	8	22.2
Textile mill products	14	34.3	-	-	-	-	-	-	14	34.3
Apparel	44	348.7	-	-	-	-	-	-	44	348.7
Lumber, wood products	15	24.7	-	-	-	-	-	-	15	24.7
Furniture, fixtures	16	25.7	-	-	-	-	-	-	16	25.7
Paper, allied products	54	96.3	-	-	-	-	-	-	54	96.3
Printing and publishing	24	53.3	-	-	-	-	-	-	24	53.3
Chemicals	45	84.7	-	-	-	-	-	-	45	84.7
Petroleum refining	16	30.1	-	-	-	-	-	-	16	30.1
Rubber and plastics	22	101.7	-	-	-	-	-	-	22	101.7
Leather products	14	31.6	-	-	-	-	-	-	14	31.6
Stone, clay, and glass	34	96.2	5	19.9	2	7.0	3	12.9	29	76.3
Primary metals	93	477.9	-	-	-	-	-	-	93	477.9
Fabricated metals	36	83.3	-	-	-	-	-	-	36	83.3
Machinery	94	271.8	-	-	-	-	-	-	94	271.8
Electrical machinery	94	380.9	-	-	-	-	-	-	94	380.9
Transportation equipment	114	1,072.0	1	2.0	1	2.0	-	-	113	1,070.0
Instruments	12	29.5	-	-	-	-	-	-	12	29.5
Miscellaneous manufacturing	14	26.1	-	-	-	-	-	-	14	26.1
Nonmanufacturing	891	4,379.3	76	250.2	71	235.3	5	14.9	815	4,129.0
Mining, crude petroleum, and natural gas	20	211.2	3	4.1	3	4.1	-	-	17	207.0
Transportation ³	77	677.2	-	-	-	-	-	-	77	677.2
Communications	72	805.2	-	-	-	-	-	-	72	805.2
Utilities, electric, and gas	83	212.3	-	-	-	-	-	-	83	212.3
Wholesale trade	21	35.2	-	-	-	-	-	-	21	35.2
Retail trade	146	487.8	-	-	-	-	-	-	146	487.8
Hotels and restaurants	45	194.1	-	-	-	-	-	-	45	194.1
Services	73	386.1	-	-	-	-	-	-	73	386.1
Construction	353	1,367.9	73	246.1	68	231.2	5	14.9	280	1,121.8
Miscellaneous nonmanufacturing	1	2.0	-	-	-	-	-	-	1	2.0

¹ The vast majority of agreements were scheduled to expire during 1979-80.

² Includes full or partial pay to some or all union representatives.

³ Excludes railroads and airlines.

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

Table 12. Pay for union representative training time in major collective bargaining agreements by industry, 1979-80¹

(Workers in thousands)

Industry	All agreements		Reference to union representative training time								No reference to union representative training time	
	Agreements	Workers	Total		Pay ²		No pay ³		No reference to pay		Agreements	Workers
			Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers		
All industries	1,765	7,980.6	93	749.7	50	500.9	2	3.2	41	245.6	1,672	7,230.8
Manufacturing	874	3,601.3	81	529.5	41	312.9	2	3.2	38	213.3	793	3,071.8
Ordnance, accessories	14	36.4	-	-	-	-	-	-	-	-	14	36.4
Food, kindred products	97	273.2	2	5.2	-	-	-	-	2	5.2	95	268.0
Tobacco manufacturing	8	22.2	-	-	-	-	-	-	-	-	8	22.2
Textile mill products	14	34.3	-	-	-	-	-	-	-	-	14	34.3
Apparel	44	348.7	-	-	-	-	-	-	-	-	44	348.7
Lumber, wood products	15	24.7	2	3.8	2	3.8	-	-	-	-	13	20.9
Furniture, fixtures	16	25.7	-	-	-	-	-	-	-	-	16	25.7
Paper, allied products	54	96.3	-	-	-	-	-	-	-	-	54	96.3
Printing and publishing	24	53.3	-	-	-	-	-	-	-	-	24	53.3
Chemicals	45	84.7	3	3.9	2	2.7	1	1.2	-	-	42	80.8
Petroleum refining	16	30.1	7	13.5	7	13.5	-	-	-	-	9	16.6
Rubber and plastics	22	101.7	2	4.1	2	4.1	-	-	-	-	20	97.5
Leather products	14	31.6	-	-	-	-	-	-	-	-	14	31.6
Stone, clay, and glass	34	96.2	7	23.0	1	2.0	1	2.0	5	19.0	27	73.2
Primary metals	93	477.9	24	146.1	4	16.9	-	-	20	129.2	69	331.8
Fabricated metals	36	83.3	5	18.7	2	4.2	-	-	3	14.5	31	64.6
Machinery	94	271.8	10	45.9	7	40.0	-	-	3	5.9	84	225.8
Electrical machinery	94	380.9	5	44.6	3	32.4	-	-	2	12.2	89	336.3
Transportation equipment	114	1,072.0	10	207.0	8	187.7	-	-	2	19.3	104	865.0
Instruments	12	29.5	2	10.2	1	2.2	-	-	1	8.0	10	19.3
Miscellaneous manufacturing	14	26.1	2	3.3	2	3.3	-	-	-	-	12	22.9
Nonmanufacturing	891	4,379.3	12	220.2	9	187.9	-	-	3	32.3	879	4,159.0
Mining, crude petroleum, and natural gas	20	211.2	4	166.9	4	166.9	-	-	-	-	16	44.2
Transportation ⁴	77	677.2	-	-	-	-	-	-	-	-	77	677.2
Communications	72	805.2	-	-	-	-	-	-	-	-	72	805.2
Utilities, electric, and gas	83	212.3	-	-	-	-	-	-	-	-	83	212.3
Wholesale trade	21	35.2	-	-	-	-	-	-	-	-	21	35.2
Retail trade	146	487.8	6	25.7	5	21.0	-	-	1	4.7	140	462.1
Hotels and restaurants	45	194.1	2	27.6	-	-	-	-	2	27.6	43	166.5
Services	73	386.1	-	-	-	-	-	-	-	-	73	386.1
Construction	353	1,367.9	-	-	-	-	-	-	-	-	353	1,367.9
Miscellaneous nonmanufacturing ...	1	2.0	-	-	-	-	-	-	-	-	1	2.0

¹ The vast majority of agreements were scheduled to expire during 1979-80.

² Includes full or partial pay to some or all union representatives.

³ Includes only specific statements that the company will not pay for

the activity.

⁴ Excludes railroads and airlines.

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

Table 13. Selected administrative procedures and limitations on union leave in sample of major collective bargaining agreements, 1979-80¹

(Workers in thousands)

Type of provision	Agreements	Workers
Total studied	430	2,628.6
Total referring to leave	251	1,753.4
Procedural requirements	189	1,523.9
Right of management to deny leave	58	382.6
Limitations on number of personnel on leave	128	823.7
Limitations on leave period	182	1,431.2
Extension of leave period	117	1,071.4
Seniority rights upon return	218	1,612.6
Job rights upon return	144	1,234.7
No reference to leave	179	875.2

¹ The vast majority of agreements were scheduled to expire during 1979-80.

NOTE: Nonadditive.

Table 14. Leave of absence for union activities in major collective bargaining agreements by industry, 1979-80¹

(Workers in thousands)

Industry	All agreements		Convention		Union position ²		Training		Meeting		Unspecified	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries	1,765	7,980.6	391	2,017.5	761	3,780.1	47	162.4	155	544.9	551	3,289.7
Manufacturing	874	3,601.3	232	969.0	540	2,489.5	34	119.3	98	299.7	335	1,660.6
Ordnance, accessories	14	36.4	4	11.2	11	26.7	1	2.3	1	1.3	4	14.6
Food, kindred products	97	273.2	21	45.9	48	128.9	-	-	4	17.9	36	95.8
Tobacco manufacturing	8	22.2	-	-	7	21.0	-	-	-	-	1	2.3
Textile mill products	14	34.3	4	7.1	8	20.4	-	-	2	3.7	8	16.7
Apparel	44	348.7	5	9.3	2	3.4	1	1.2	2	2.6	7	36.1
Lumber, wood products	15	24.7	8	13.8	9	15.0	-	-	2	3.6	5	8.8
Furniture, fixtures	16	25.7	3	5.4	9	12.3	-	-	1	1.3	5	6.4
Paper, allied products	54	96.3	18	29.8	27	51.2	1	1.7	6	9.5	24	35.8
Printing and publishing	24	53.3	5	7.5	8	11.0	-	-	3	5.1	4	11.7
Chemicals	45	84.7	19	37.3	32	60.3	3	5.6	10	21.0	25	42.3
Petroleum refining	16	30.1	2	2.8	3	5.4	-	-	3	6.8	15	27.7
Rubber and plastics	22	101.7	3	7.5	16	91.9	3	29.0	1	1.0	9	31.6
Leather products	14	31.6	2	3.9	5	16.0	-	-	2	4.7	3	3.3
Stone, clay, and glass	34	96.2	11	32.9	18	61.3	-	-	7	25.8	14	39.5
Primary metals	93	477.9	7	9.8	67	406.7	-	-	3	5.5	25	151.8
Fabricated metals	36	83.3	16	38.5	28	68.5	2	4.2	7	12.9	10	24.4
Machinery	94	271.8	40	109.3	78	203.7	1	2.0	15	84.5	31	120.3
Electrical machinery	94	380.9	31	104.1	62	283.3	5	11.1	14	38.0	53	181.2
Transportation equipment	114	1,072.0	26	477.2	89	974.7	16	61.1	14	46.3	43	779.9
Instruments	12	29.5	4	11.7	7	18.3	1	1.1	1	8.0	4	11.7
Miscellaneous manufacturing	14	26.1	3	3.6	6	9.2	-	-	-	-	9	18.3
Nonmanufacturing	891	4,379.3	159	1,048.5	221	1,290.6	13	43.0	57	245.2	216	1,629.1
Mining, crude petroleum, and natural gas	20	211.2	7	184.8	17	202.7	-	-	5	10.4	11	190.3
Transportation ³	77	677.2	32	458.8	18	179.3	-	-	-	-	47	544.3
Communications	72	805.2	8	90.7	41	414.6	1	2.7	7	108.5	59	636.1
Utilities, electric, and gas	83	212.3	26	57.4	64	164.2	2	7.0	17	40.0	31	84.6
Wholesale trade	21	35.2	4	5.1	1	1.3	1	1.3	-	-	6	7.1
Retail trade	146	487.8	52	153.1	59	215.5	7	28.3	15	30.9	42	118.6
Hotels and restaurants	45	194.1	12	33.5	4	20.8	-	-	3	7.5	6	17.8
Services	73	386.1	13	52.7	14	87.5	1	1.5	7	42.6	6	13.4
Construction	353	1,367.9	5	12.3	2	2.6	1	2.2	3	5.2	8	16.7
Miscellaneous nonmanufacturing ...	1	2.0	-	-	1	2.0	-	-	-	-	-	-

¹ The vast majority of agreements were scheduled to expire during 1979-80.

² Includes either elective or appointive office, or both.

³ Excludes railroads and airlines.

NOTE: Nonadditive.

Part II. Pay and Leave for Union Business in State and Local Government Agreements

Chapter 4. Summary and Prevalence

One of the most significant labor force developments in recent years has been the growth of public services and employment in government at the State, county, and municipal level. About 1 in 6 workers now is employed in the public sector.¹⁷ Public sector collective bargaining also has grown significantly, and is now an important consideration in government operations. Until recent years, nearly all studies of collective bargaining agreements focused on the private sector, and even today relatively little is known about public agreement terms, including the provisions that are the subject of the present study, pay and leave for union business.

Scope of study

The study was based on 497 agreements, covering 640,772 workers, selected from the BLS file of public sector agreements. Nearly all contracts were in effect on or after January 1, 1978. All current agreements negotiated at the State level were included, as were all those negotiated at the county and municipal level in jurisdictions having populations of 100,000 or more. The agreements represented a broad range of government functions, geographical areas, occupations, and unions.

All agreements were examined for the same types of provisions included in the private sector study. No sample was selected, and all data consequently are for all 497 agreements examined.

Prevalence

The prevalence of union activity provisions ranged from 15 or 3 percent for safety inspections to 497 or 100 percent for negotiation activities.¹⁸ Provisions requiring the employer to compensate some or all union representatives for the activity ranged from 17 percent (arbitration clauses) to 80 percent (safety inspection clauses). (See text table 10.)

¹⁷ The figure includes Federal Government employment. Increased taxpayer resistance recently has slowed or reversed the growth of government in many jurisdictions, but government employment remains a significant proportion of all employment.

¹⁸ Negotiation is assigned a 100-percent prevalence, on the assumption that all agreements must be negotiated, even though some agreements do not mention negotiation.

Text table 10. Pay for union business in State and local government agreements, 1978-79

Activity	Total referring to activity		Total referring to pay	
	Agreements	Workers	Agreements	Workers
Grievance procedure . .	474	631,147	273	338,586
Grievance arbitration . .	398	563,017	67	116,721
Negotiation	497	640,772	132	185,983
Safety committee	123	244,435	40	98,140
Safety inspection	15	47,700	12	36,900
Meetings —				
administration	202	309,851	97	176,775
Unspecified union business	69	78,641	33	65,366

The prevalence of leave of absence for union business also varied. Leave to assume a union position or office appeared in 38 percent of the agreements, but only 16 percent of the provisions mentioned pay. Conversely, training leave appeared in only 10 percent of the agreements, but 71 percent of these clauses mentioned pay. Other types of leave fell in between. (See text table 11.)

Text table 11. Leave for union business in State and local government agreements, 1978-79

Type of leave	Total referring to leave		Total referring to pay	
	Agreements	Workers	Agreements	Workers
Union office or position . . .	187	365,975	29	54,265
Convention	111	190,117	48	95,810
Training	48	83,957	34	52,340
Meetings	112	303,435	63	119,270
Unspecified business	126	236,436	50	100,900

As with private sector agreements, the prevalence given in the tables is likely to understate actual practice. Having instituted informal arrangements, the parties may have perceived no need to incorporate the arrangements into the formal agreement. In addition, numerous provisions that do not specify the kind of union business involved often apply in practice to at least one of the specified situations.

Comparison with the private sector study

A comparison of the public sector with the private section discloses significant differences. However, it should be noted that the two sets of agreements are dissimilar. Private contracts cover bargaining units of at least 1,000 workers, while many public contracts studied are quite small. Private contracts often involve a number of employers and geographical areas, while the public contracts generally cover a single employer and are highly localized. Private agreements apply largely to blue-collar workers and to unions that are primarily concerned with economic needs and working conditions, while public agreements cover a broader occupational range and often involve employee associations concerned not only with traditional union issues but with furthering the professional standing of employees.

In addition, the terms of public agreements, far more than those in private industry, are circumscribed by legislation and budgetary and political considerations. The imposed limitations may result in bargaining demands that sharply deviate from those in private negotiations. For example, if traditional top-priority items, such as public employees' salaries and other economic benefits, are established by law and thus are excluded from bargaining, the public union may instead set a top priority on provisions over which it can legally bargain, such as strengthening the grievance procedure, and on gaining adequate paid time for handling grievances. Such priorities may be reflected in the relative prevalence of the clauses covered in the present study.

Private sector agreements mentioned specific activities more frequently than did public sector agreements. (See text table 12.)

Text table 12. Pay for union business in private and public sector agreements, 1978-79

Activity	Percent of contracts having provisions		Percent of clauses referring to pay	
	Private	Public	Private	Public
Grievance procedure	99	95	46	58
Grievance arbitration	95	80	3	17
Negotiation	100	100	8	27
Safety committee	35	25	45	33
Safety inspection	18	3	58	80
Meetings-administration	N/A	41	N/A	48
Unspecified business	24	14	35	48

For the most part, however, clauses requiring pay for union activity were more common in public sector agreements than in private sector ones. Significantly higher proportions of public agreements accorded pay for grievance, arbitration, and negotiation activities, which may be considered the "heart" of labor relations.

Not only were public agreements somewhat more liberal on pay, but they tended to place fewer specific restrictions on eligibility and on time allowed.

A comparison of public with private agreements for types of union leave disclosed that the prevalence of clauses referring to the various leaves differed, but not to a remarkable extent. However, public sector agreements granted paid leave far more frequently than private ones. Surprisingly, 40 percent of the public contracts allowing leave to attend union conventions and over 16 percent of those allowing leave for public office granted compensation contrasted with only 2 percent for both types of paid leave in the private sector. (See text table 13.)

Text table 13. Leave for union business in private and public sector agreements, 1978-79

Type of leave	Percent of contracts having clauses		Percent of clauses referring to pay	
	Private	Public	Private	Public
Union office or position	43	38	2	40
Convention	22	22	2	40
Training	3	10	30	71
Meetings	9	26	8	56
Unspecified business	31	25	2	40

Differences between the two sets of data may be partially explained by differences discussed earlier. Public unions often focus on pay for union business because other benefits, such as holidays and pensions, already have been set by law. Public employers may be willing to grant the pay because many public employee associations function in part as professional organizations. A major objective of these associations is to improve the status and skills of their members, and such improvements generally benefit management.

Another reason for a paid leave policy is that the rules and regulations governing leave and pay in the public sector sometimes are set by State or local law. The law in one jurisdiction, for example, may allow or require paid leave, while the law in another jurisdiction may prohibit it. Reference to the law, however, seldom appeared in the contracts:

- (164) The Meyers-Milias-Brown Act provides, among other things in the area of employee representation, that representatives of the recognized bargaining unit for public employees be granted reasonable time for representation without loss of compensation.

Differences between the public and private pay and leave clauses, and possible reasons for such differences, will be discussed further under specific types of clauses in the following chapters.

Chapter 5. Pay for Union Business

The employer is most likely to pay union officials or employee representatives paid time off during working hours for union or joint activities in which the employer has an interest, or derives a benefit. Paid time is most commonly granted for processing grievances, but may also be granted for participation in arbitration procedures, agreement negotiation, or safety inspections, serving on safety or other committees, or meeting with management to administer the agreement.

Where time off with pay is allowed, the agreement may limit the number of representatives or amount of time or exclude certain phases of activity. Generally, these restrictions keep down the employer's expenses and help to ensure that activities are performed efficiently.

Most agreements providing pay for union business at least suggest that, within time limits specified, the employer will pay the union representative the amount or rate normally earned on the job. Clauses that establish a special rate are almost nonexistent. Since most union business is conducted during regular hours, almost all payments are at straight-time hourly rates, or included in regular salaries:

- (165) A union steward, upon request to his/her immediate supervisor or other designated employer representative, shall be permitted without unnecessary delay to devote time during his/her normal working hours, without loss of pay for reasonable periods....

Some paid union business does take place either outside of working hours or during hours subject to overtime or other premium payments. Although contracts that allow pay during off-schedule hours often do not specify the rate, a few indicated the union representative may be eligible for the overtime premium rate:

- (166) There shall be a committee of 6 members, 3 members selected by the union and 3 members selected by the employer. The committee shall meet as frequently as is necessary but at least quarterly. It shall consider all matters of safety, hazardous or other unusual working conditions that come to its attention. It shall make such recommendations concerning such matters as seem appropriate to the County Personnel Committee and the Teamsters Union Local 695. Employees' service on this committee shall be compensated at their regular or overtime rate of pay, whichever is applicable.

To ensure that union representatives do not spend an

excessive amount of time in processing grievances, or in other union activities, many agreements contain certain procedural requirements, such as obtaining approval to leave the job, and recording time:

- (167) The President of the local and the stewards shall report to their immediate supervisor when leaving and returning to their regular work assignment for the purpose of investigating and processing grievances. The supervisor will authorize such time by signing a time record sheet which will include the time spent and the work area of the grievance.

Grievances

The grievance procedure acts as a "safety valve," or legitimate outlet for employee complaints, and reduces or eliminates employees' hostility, low morale, and feelings of unfair treatment. Both management and the union are interested in investigating and settling grievances as quickly and fairly as possible.

Of 497 public sector contracts, 474 or more than 95 percent mentioned a grievance procedure. (See table 15.) The proportion referring to pay is significantly higher than for the private sector, 58 percent as compared with 46 percent, which could reflect a tendency to substitute other demands for those prohibited by law. The prevalence of pay provisions varied widely with the type of agency and the union. Of government functions represented in the study by 15 or more agreements, social welfare and health agencies provided pay in 75 percent of the grievance provisions, while public transit agencies provided pay in only 29 percent. Almost 79 percent of the 130 agreements with the State, County and Municipal Employees established pay, but less than 20 percent of the 22 with the Amalgamated Transit Union did so.

The great majority of provisions did not limit pay to certain steps or types of activities, apparently because members of the bargaining unit tend to process grievances through all steps in the public sector procedures. (See table 16.) By comparison, pay under private agreements often is restricted to the lower steps.

In private industry, union-paid business agents or other officials from outside the bargaining unit often enter the procedure at higher steps under many multicompany or multiplant contracts. A few public contracts did refer to grievance processing to be handled by outside union representatives:

- (168) Non-employee business representatives of the union, previously certified to the employer as provided herein, may, with approval of the employer, come on the premises of the employer for the purpose of investigating and presenting grievances.

About 83 percent of the pay provisions either limited the number of union representatives eligible for pay or named specific officers. (See table 17.) Some provisions established a ratio of union representatives to employees in the bargaining unit:

- (169) The ratio of employee representatives shall not exceed 1 employee representative for each 25 bargaining unit members in the entire bargaining unit. These employee representatives shall be allowed time during working hours not to exceed 2 hours per week for the purposes outlined above.
- (170) The stewards, Chief Steward and President, during their working hours, without loss of time or pay, may investigate and present grievances to the employer. The immediate supervisor will grant permission as soon as possible, but in any event, within the steward's shift, to leave his work for that purpose.

Specific time limitations on handling grievances appeared in fewer than 10 percent of the 273 clauses citing pay. However, an additional 52 percent required that the time be held to "reasonable" limits. (See table 17.)

The "reasonableness" standard may create occasional disputes over what is reasonable, but allows flexibility in dealing with actual situations. A few clauses placed specific time limits on some activities, and allowed "reasonable" time for others. Some agreements provide time by reducing the union representatives' overall workload:

- (171) Stewards who lose time during their regular shift hours for investigating or attending grievance meetings will be paid their regular hourly rate for such time lost, up to a maximum of 30 minutes per grievance, but not to exceed a total of 3 hours per week, provided however, that whenever the steward for a department is required in handling departmental grievances to be present at a location of the department other than that in which he is assigned, the time for handling the grievance shall commence upon his arrival at that location and end upon his departure therefrom, so long as such steward has traveled to and from such location by the most direct means possible.
- (172) Job representatives shall be granted reasonable time-off during regularly scheduled working hours without loss of pay or other benefits to investigate and process grievances, upon notice to their immediate supervisor.... Each job representative shall maintain and furnish to his immediate supervisor, upon request on a monthly basis, a record of dates and times spent on the functions described herein. In addition,...a committee of 3 representatives appointed by the Association shall act as a Grievance Committee.... The job representatives appointed to this committee shall be allowed 1

hour on duty time per month for committee meetings, without loss of pay or benefits. The employer shall not suffer overtime obligation as a result of this article.

- (173) The processing of a grievance shall be considered as county business, and the employee and the employee's representative shall have reasonable time and facilities allocated. The use of county time for this purpose shall not be excessive, nor shall this privilege be abused.
- (174) The Association President and the Grievance Committee Chairman's regular load shall be reduced by 6 semester hours for the Fall and Winter semesters to enable the Chairman to administer the terms and conditions of this agreement. A corresponding adjustment shall be made should the Association Chairman or Grievance Committee Chairman be a nonteaching member of the association.

Sometimes union representatives have to participate in the grievance procedure (and other activities) outside normal working hours. For example, representatives from the second and third shifts may have to meet with management on the first shift, or a meeting itself may extend beyond normal hours. In addition, some employers require that the union handle grievances as far as possible outside regular hours to minimize disruptions to production or services.

About 1 in 7 (40) public agreements mentioning pay for grievances referred to handling grievances outside normal hours. (See table 17.) In only 5 was this subject to pay, while 31 prohibited it. A few provisions made no mention of pay. The prevalence was somewhat lower than in the private sector, possibly because of budgetary limitations, or fewer shift-work situations in the public sector:

- (175) If there is a second shift of 3 or more employees at one of such work locations, the association may designate an additional grievance representative for all second and third shift employees at that location. The grievance representatives' names shall be furnished to the board by the association. Association business, including the investigation or processing of grievances, shall not be conducted by such representatives on school board time, nor shall it, in fact, interfere with the work assignment of any other employee.
- (176) Although grievances may be processed during normally scheduled working hours, the union agrees that the time spent by its designated representative shall be kept to a minimum and that no union representative shall be entitled to any additional compensation or premium pay for any time spent in processing grievances outside such representative's regularly scheduled hours. The union also agrees that it will not process grievances during periods of overtime.

Thirty-seven percent of the 273 provisions that allowed paid grievance time to union representatives also extended paid time to aggrieved employees and witnesses, compared with 28 percent in the private sector. More than half the public sector clauses appeared in education and multiple-agency agreements:

- (177) Hearings and conferences held under this grievance procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all interested parties to attend. When such hearings and conferences are held during class or working hours, all employees whose presence is required shall be excused for that purpose without loss of payment...
- (178) All grievance proceedings and reasonable investigation time, where practicable, shall be held during the regular hours when the courthouse is open, on county premises and without loss of pay or recrimination to the aggrieved party and/or a designated representative. It is understood that the county shall not incur overtime liability as a result of such proceedings or investigations.

A substantial number of public sector agreements placed no specific restrictions on pay for either employee or representative:

- (179) Should circumstances necessitate hearings or discussion of a grievance during school hours, there shall be no loss of pay suffered by reason thereof by the aggrieved or his representatives, if they should be employees of the Board of Education.
- (180) Should the investigation or processing of a grievance require that a member or an association representative be released from his regular assignment, he shall be released without loss of pay or benefits.
- (181) Whenever any representative of the union or any employee is mutually scheduled by the parties during working hours to participate in grievance procedures, such employees shall suffer no loss in pay or benefits.

Only 9, or less than 2 percent, of public agreements establishing grievance procedures actually indicated that union officials or aggrieved employees would receive no pay for grievance activity during normal hours. (See table 15.) This is lower than the proportion (5 percent) found in private sector agreements:

- (182) All employees attending conferences, meetings and/or hearings involving this grievance procedure will do so on their own time. The union and the college will each bear its own costs incurred in the grievance procedure, except that both parties will share the cost of the arbitrator equally.
- (183) All employees attending conferences, meetings, and/or hearings involving this grievance procedure will do so on their own time.

Grievance arbitration

The final step in the grievance procedure usually requires unsettled grievances to be submitted to a neutral third party. Some agreements, however, do not permit arbitration, or exclude certain issues from this step. Of the 497 public sector agreements examined, 398 (80 percent) referred to a grievance arbitration procedure. (See table 18.) This proportion is lower than in the private sector study, perhaps because the procedure may be prohibited by law in some public jurisdictions. However,

the public employer agreed to pay for at least part of the time lost from work in processing arbitration cases in 67 agreements, or nearly 17 percent of the 398. The proportion was much higher for corrections, sanitation, and health service agencies, and significantly lower for education and public transportation. Pay provisions were rare in National Educational Association and Amalgamated Transit Agreements. The comparable private sector figure is less than 4 percent. The difference, which is not readily explained, may result from local members of the bargaining unit processing a greater proportion of public sector than of private sector arbitration cases. The frequent involvement of paid union officials and sharing of arbitration and other costs may explain the relatively low incidence of pay in both the private and public agreements, i.e., each party may compensate its own representatives and witnesses.

Of provisions granting pay for union officials preparing for or appearing at arbitration hearings, 48 restricted eligibility to certain numbers of employees or to named officials. (See table 19.) Time limitations, mentioned in 27 contracts, almost without exception required only that time spent on arbitration be "reasonable." Both time and personnel restrictions appeared most often in health services agreements:

- (184) Union stewards and members of the union bargaining committee may conduct the following business on city time: The receiving and filing of grievances. Members of the bargaining committee and those stewards directly involved may participate in hearings before a hearing examiner, or arbitrator or mediator or before the Public Employment Relations Board....
- (185) The county agrees to pay for all reasonable time lost by an employee, including union officers and stewards, during regular scheduled working hours while processing a grievance or in attendance at an arbitration hearing, provided, however, this benefit may be revoked if it is being abused. Revocation shall not occur, however, until after the county has notified the association of the abuse and after discussion between the association and the county, the abuse has not been corrected within a designated period of time.

Slightly more than half the arbitration pay clauses extended pay to the aggrieved employees and witnesses involved in arbitration. Some provisions granted pay for time outside the employee's regularly scheduled hours, while others did not:

- (186) The arbitration hearing will be held, if possible, on the employer's premises during the regular day shift hours of the basic work week. All participants in the hearing shall be considered on duty status.
- (187) If an employee has to come in when he is not scheduled to work in order to attend the grievance meeting, or arbitration hearing, he shall be paid for such times or be given compensatory time off. The city will make every effort to comply with the employee's request regarding pay or time off....

- (188) Divisional employees whose attendance is required at grievance proceedings may attend hearings or conferences during their regularly scheduled working hours without loss of compensation. Attendance of such employees at third and fourth step grievance levels, arbitration, meetings and conferences outside of the Division, shall be made to the Personnel Officer of the Division or his designee after notification of the employee's immediate supervisor. Any Division employee attending such hearings or conferences outside of regularly scheduled working hours shall not be eligible for pay for attendance at such hearings or conferences.
- (189) ...The aggrieved employee, his Steward, the Chapter Chairperson, and any necessary witnesses shall not lose any regular straight time pay for time off the job while attending any arbitrations proceedings. Furthermore, the aggrieved employee, his Steward and the Chapter Chairperson shall be permitted maximum of two hours of time off with pay for the purpose of preparation for arbitration.

Many provisions that did not specify employer compensation required the parties to share arbitration expenses. Some indicated each party would pay the expense of its own witnesses and representatives, which suggested that management paid only those members of the bargaining unit whose testimony supported management's position:

- (190) The parties shall divide equally the administrative costs and expenses of the neutral arbitrator. Other expenses shall be borne by the party incurring them.
- (191) The parties shall bear equally the expenses and fees of the court reporter, the arbitrator, and all other expenses connected with a hearing. Each party shall bear the expense of its own witnesses, representatives, attorneys and all other individual expenses. Employees required to testify will be available; however, whenever possible, they shall be placed on call to minimize time lost from work.

Agreement negotiations

The employer agreed to pay for all or part of the time spent by union or association representatives in contract negotiations under 132 or more than a fourth of the agreements. (See table 20.) Pay provisions were slightly more prevalent in larger agreements—those covering 1,000 workers or more, possibly because larger unions had greater bargaining leverage or larger agencies had more flexible budgets to accommodate the added expense. Pay clauses were widely distributed by government function, and few significant patterns emerged. Fewer than half the agreements for each agency category granted pay, although education and health services agreements citing pay covered over half the workers in these services. Among unions, the Fire Fighters negotiated the highest proportion of pay clauses, found in half of its 26 agreements.

The overall prevalence of 27 percent of government agreements specifying pay was more than 3 times that in private industry. The fact remains, however, that a

large majority of contracts, both public and private, did not specify pay for union negotiations. One possible reason for this is that pay is sometimes prohibited by law. Another, and possibly the major explanation, is that many negotiators are elected or appointed officials paid by the union. In other situations, an employer may perceive negotiation as an adversary relationship (as it often is) and therefore may be opposed to providing financial support to the adversary. A union with similar views may be opposed to accepting such support. The employer may also desire a speedy settlement, and feel that paying union negotiators may result in more complex and drawn-out negotiations. At least a few employers feel that providing pay could benefit management, i.e., lessen animosity, cause less haggling over minor points, and possibly bring a quicker settlement.

Various restrictions in most of the 132 pay clauses might help to control management's payroll expenses, which can be substantial in prolonged negotiations. About 72 percent of the clauses (95) limited the numbers or categories of negotiators, and 30 percent (39) restricted paid time, including 18 that established the standard of "reasonableness." (See table 21.) Some clauses, particularly those applying to teachers, allowed union or association negotiators to have a reduced work load:

- (192) Upon prior notification to their work supervisors, four union officers shall be allowed to participate in negotiations with the County negotiating team during working hours without loss of compensation.
- (193) Five employees will be permitted time off with pay, in accordance with the leave manual, to participate in negotiations.
- (194) The Board, recognizing the union's vital contribution to the welfare and successful functioning of the colleges, agrees to release the members of the Union Negotiating Committee, not to exceed 6, from fifty percent of their regular teaching load or other assigned duties, without loss of pay during the semester in which negotiations for a new agreement are actively proceeding. In no case shall such faculty member's teaching load be reduced below 6 class contact hours (8 class contact hours for physical education). The programs of the six union negotiators shall be arranged so that their programs shall fall on the same 2, or at the most 3 days a week. Special consultants to the Union Negotiating Committee not to exceed 3, shall be released from all teaching or other assigned duties without loss of pay on the day they attend negotiating meetings with the Board representatives.
- (195) During any semester in which there are negotiations for a new contract, each member of the negotiating team of 5 members shall have a maximum teaching assignment of 9 hours (teaching faculty) or a maximum of 21 work hours (non-teaching professionals).
- (196) Up to 5 fire fighters will be released from normal duties for such negotiations sessions as are mutually scheduled and will suffer no loss of regular pay thereby.

Sometimes eligibility for pay was limited to time for negotiations during regularly scheduled hours:

- (197) Police Guild members selected to negotiate with the city shall be paid for their time during negotiations if those meetings are held during the regular scheduled duty hours.
- (198) Negotiation and other activities necessary to the purpose and functions of this agreement are recognized as a proper part of the conduct of the county's business and shall normally take place during duty hours at a time agreeable to the county. Employees representing either the county or the association in these joint activities shall be given sufficient time during duty hours without loss of pay or other benefits to perform their functions.

Although only a minority of provisions specified pay for union negotiators, agreements denying pay were almost nonexistent. Most negotiation provisions made no mention of pay.

Negotiations, as well as other types of union business, may be conducted at locations relatively distant from the negotiators' homes or normal workplaces. This may require significant travel time and travel expense. Although most contracts did not deal with this issue, a few either established or denied compensation related to travel:

- (199) A reasonable number of employees serving on CSEA statewide negotiating teams shall be granted employee organization leave, including reasonable time for preparation and travel time, for the purpose of negotiating with representatives of the State.

A reasonable number of employees shall be granted a reasonable amount of employee organization leave, including travel time, for the purpose of participating in mutually scheduled departmental negotiations pursuant to the Departmental Negotiations Article of this agreement....

- (200) It is recognized that employees representing the association during the process of negotiating are acting on behalf of the association and as members and not in their capacity as employees of the employer. Employees representing the association, during negotiating sessions, shall be given time off without loss of pay or other benefits. These benefits shall not include over-time payment or reimbursement of travel expenses.

Safety activities

A safe working environment is an objective generally shared by unions and management. To help achieve this goal, the parties often agreed to establish joint labor-management safety committees and safety inspection procedures. Many safety experts believe that getting employees involved in safety activities will increase safety consciousness and help curb unsafe practices.

The 497 public sector agreements included 123, or about 25 percent, that established joint or employee safety committees. (See table 22.) Provisions were widely distributed among various government functions, and

appeared most often in large agreements. Safety committee clauses were present in 85 percent of the agreements with the Electrical Workers (IBEW), and in more than 40 percent of the more numerous Fire Fighters and State, County and Municipal union agreements. Clauses were absent from agreements with the Teachers (AFT), and rare in those with the police associations, Teamsters, Transit Union, Operating Engineers, and several other unions.

Provisions for pay were present in 40 of the 123 contracts. Almost all clauses (37) limited the number of committee members. Specific time limitations were rare, although agreements often restricted time through establishing the frequency of meetings. The remaining 83 provisions did not mention pay:

- (201) The Department of Revenue Health and Safety Committee will be formulated in the Department in conformity with applicable state rules and regulations. The Committee shall be composed of 3 representatives selected by the Association and three representatives selected by the employer...

Committee members will receive their regular rates of pay for time spent in meetings during their regularly scheduled hours of work.

- (202) The city shall continue to provide for the safety of employees during the hours of their employment... To facilitate this process, a Safety Advisory Committee consisting of representatives of the city and the union shall meet every 3 months to consult on such safety matters. Up to 3 union representatives may attend such meetings without loss of pay or benefits.

- (203) A Safety Committee shall be established and composed of 7 members; 3 members to be designated by the City Manager and 3 members to be designated by the union. The 7th member shall be the City of San Jose Safety Officer who shall be the Chairman of the Safety Committee. The Safety Committee shall meet regularly on city time no less than once a month.

- (204) The county will provide safe and sanitary working conditions and equipment in compliance with State and Federal Health and Safety Regulations. The county will maintain a Safety Committee to include representation from SEIU Local 700. .

Committee provisions denying pay were completely absent in public agreements, contrasted with more than 5 percent in the private sector. The lower overall prevalence may be accounted for partly by a greater proportion of public agreements covering less hazardous occupations. On the other hand, some government agencies may have developed their own safety arrangements outside the scope of the collective bargaining agreement, often mandated by statutes or regulations.

Union or employee representatives participated in safety inspections in only 12 of the 497 public sector contracts, although 8 of these stipulated compensation. All clauses limited the number of personnel, and half limited paid time:

- (205) The employer and representative shall each designate a safety committee member. It shall be their joint responsibility to investigate and correct unsafe and unhealthful conditions.... The safety committee members representing the representative shall be permitted a reasonable opportunity to visit work locations throughout the employer's facilities where employees covered by this agreement perform their duties for the purpose of investigating safety and health conditions during working hours with no loss in pay for periods not to exceed one hour per day, unless additional time is authorized by the Superintendent or the employer.
- (206) When DILHR inspects state facilities, one union official, upon request, will be released without loss of pay to accompany the inspector for a maximum of 2 inspections per year.
- (207) The employer will make every reasonable effort to assure compliance with laws affecting the health and safety of employees. The employer also agrees to permit a designated union steward located on the premises to accompany representatives from the Bureau of Occupational and Industrial Safety of the Department of Labor and Industry on tours of the work site to point out deficiencies.
- (208) A union representative of the Joint Union/Management Safety Committee shall investigate and inspect, on a periodic basis, employee safety and health complaints which have not been corrected by the responsible supervisor. Such investigation and inspection shall be made in conjunction with the Safety Engineer appointed as management's representative to the Joint Union/Management Safety Committee.

Training

To help carry out duties under the agreement, union officials may be trained in grievance procedures, time-study methods, job evaluation, safety procedures, and other administrative techniques. Such training is often conducted by other union officials, while the trainee is off the job (sometimes on leave). However, the employer sometimes permitted such training during working hours, and conducted training in procedures such as safety.

Training for union representatives (other than training requiring leave) was mentioned in 14 public contracts. Six clauses allowed for pay and two prohibited pay. Four agreements limited both time and personnel:

- (209) A special in-service course shall be offered for union building chairpersons. A program of instruction and information shall be prepared by the union in accordance with established in-service policies.

Building Chairpersons shall be released to attend four afternoon workshops per school year.

- (210) Union officers and stewards shall be allowed time off without loss of pay, for up to 4 hours to attend a meeting to become familiar with the terms of this agreement. Two separate meetings may be held for this purpose and the union negotiating committee shall be scheduled off, with out loss of pay to attend both meetings.

At least one provision allowed the union a brief period to orient or inform new employees about the union. The employer reserved the right to control the activity:

- (211) New employees in the Department shall be given adequate time and supervised orientation to the jobs they are expected to do. This shall also apply to employees reassigned to positions with which they are not already familiar. During the course or orientation of new employees in the Department, the union shall be granted the privilege of time prior to completion of probationary period, not to exceed 2 working hours time of a member of the Membership Committee, to orient the new employee in the history, aims and policies of the union.

The prevalence of training provisions in both public and private agreements was very low. Little difference was noted in the proportions requiring pay.

Union-management meetings

As part of the ongoing union-management relationship, regular or occasional meetings may be needed to discuss and clarify administrative procedures, agreement terms, existing or anticipated problems, and possible solutions. Unlike meetings of various committees that deal with limited issues, such as grievances, safety, or productivity, these meetings generally deal with a wide variety of issues.

Of 497 public contracts examined, 202 referred to joint union-management meetings. (See table 23.) Provisions were most common in education, law enforcement, health services, and multidepartment agreements. Employers agreed to pay union participants under 97 contracts, including a majority of those that covered more than one department or the entire jurisdiction.

As with most other union activity provisions, most of the clauses (76) specified the number of representatives eligible for pay, and 34 limited the paid time at meetings. (See table 24.) Half the time limitations allowed "reasonable" periods:

- (212) Special Conferences for important matters will be arranged between the Chapter Chairman and the Personnel Director, and the Court Administrator, if applicable, upon the request of either party. Such meetings shall have no more than 3 representatives of the union and no more than 3 representatives of the employer. When the Special Conference involves a court employee, 1 representative of the employer shall be the Court Administrator. Additional members may be in attendance at these conferences by mutual consent.... Special conferences shall be held at a mutually agreed upon time and shall be limited to 1 hour duration unless extended by the parties. The members of the union will not lose pay for time spent during regular working hours in the special conference.... The union representatives may meet at a place designated on the employer's property for 1/2 hour preceding the conference.

- (213) In order to expediate implementation of this memo-

random of agreement, labor-management meetings will be held once a month. There shall be no more than 5 representatives of the union nor no more than 5 representatives of management in attendance. Joint committees to study and recommend policy on specific problems may be established at these labor-management meetings.

- (214) The association shall designate one employee covered by this agreement as its local representative who shall be granted, after prior approval of the sheriff or his authorized designee, a reasonable amount of time to confer with county representatives regarding the terms and conditions of employment....

Pay provisions for meetings and other activities sometimes established no specific time restraints, but indicated that joint activity would be scheduled so as to cause the least disruption to work:

- (215) When the Chancellor or his designee or the College Head or his designee meet with union representatives at mutually agreed upon conferences, union representatives shall suffer no loss in pay. However, meetings shall be scheduled in such a manner as to minimize the loss of scheduled work time of all officials and employees concerned....

Because either party may bring up new issues, many provisions required that the parties provide each other with an agenda before the meeting. Union or employee representatives might also be allowed free time to prepare for the meeting:

- (216) Regular meetings for the discussion of important matters will be held once in a calendar month at a mutually agreed upon date.... At least 24 hours notice of the agenda will be given by each party and the discussion in these meetings will be limited to those items included in the agenda, except by mutual agreement. These meetings will be held between the hours of 9:00 a.m. and 4:00 p.m.... Special conferences for important matters that may arise between such regular meetings may be arranged between the Bargaining Chairman, or his designated representative, and the Director of the Medical Center, or his designated representative..... The employer agrees that the above union representatives shall be allowed to meet 1/2 hour preceding the start of the regular or special conference.
- (217) Representatives of Temple and representatives of the AAUP shall confer at least once each semester to consider problems concerning this agreement and other matters of mutual concern. The parties shall agree upon a date for such conference which shall be mutually convenient and each party shall, within at least ten days of such date, submit to the other party a list of topics to be included on the agenda of the conference. Memoranda of agreement may be signed at these conferences to interpret, implement, or make minor modifications in this agreement.

Seventeen clauses referred to the possibility of meeting beyond normal working hours but only 2 allowed pay (or compensatory time off), and 13 specifically disallowed it:

- (218) A maximum of 5 employee representatives of the association may attend such quarterly meetings and, if during duty hours, shall be granted time to attend without loss of pay. If any employee representative attends the statewide quarterly meeting and is scheduled to work and works on another shift on the date of said meeting or attends the meeting on his/her normal day off, he/she shall be granted compensatory time for the actual time spent at the meeting. Such compensatory time granted shall not be considered time worked for the computation of overtime.
- (219) Special Conferences shall be arranged between the Local President and the employer upon the request of either party.... Such conferences shall be held during regular work hours. Members of the union shall not lose compensation for time spent in special conferences and no additional compensation will be paid to such employees for time spent in such conferences beyond regular work hours....

Unspecified union business

A minority of both public and private agreements allowed time, and sometimes pay, for union business of an undisclosed nature. The union must still budget its time, because excessive time spent on one activity might not leave enough time for another. Such clauses might permit the union to perform activities usually prohibited, such as meetings during working hours to discuss internal union affairs, sometimes with pay. Clauses of this type, however, might require management's approval.

The rather vague and flexible clauses that allowed time off to attend to unspecified union matters appeared in 69 public agreements, or about 14 percent. Almost half (33) allowed pay for union or employee representatives. Management approval of the activity might be required, and some activities clearly were not allowed:

- (220) The Union President shall be granted reasonable time off during working hours, without loss of pay, for the purpose of appropriate union activities requiring his/her presence, upon notifying and securing the approval of his/her immediate supervisor.
- (221) Except as provided in Section IIIC-7 hereof (Organizational Leave), no employee shall conduct association business, or attend to the business of any other organization which has as one of its purposes a matter concerning wages, hours, or other terms and conditions of employment, during his/her normal working hours; provided, however, that the Chief of Police may authorize employees specifically designated by a responsible officer of association to conduct such business. By this provision, the parties intend that essentially employee-oriented activities be conducted on off-duty time.
- (222) The designated union executive board officers in each building shall be able to use their planning periods daily to conduct faculty business relating to this contract. Office space, a file cabinet and a telephone shall be made available to them for these purposes in a location determined by the superintendent. If planning periods are not utilized to conduct union business,

they shall be used as otherwise provided in this contract. One union officer in each building shall have one regularly scheduled period of released time daily.

Compared with public agreements, the 430 private

contract sample had a greater proportion of clauses (24 percent), but only 35 percent of them allowed compensation. About 36 percent of the private and 46 percent of the public clauses specifically prohibited pay.

Chapter 6. Leave of Absence for Union Business

As previously mentioned, union business that does not involve negotiation and administration of the agreement, and concerns only the union, is generally conducted outside of working hours, and often takes place off the premises of the employer. Union representatives can do some of this work—such as presiding at membership meetings, keeping the union's accounts, or holding elections—before or after working hours.¹⁹

Other activity, however, requires absence from work, sometimes for considerable periods, to serve as full-time union officials, to attend conventions and conferences, or to take union-sponsored training. For these periods of absence, union representatives must secure a formal leave of absence from the employer to protect their seniority and other benefits. This is important even to the union member who is elected or appointed to a full-time union job, because job security is by no means ensured in the union movement. Leave of absence is seldom unreasonably denied, because most employers recognize the need for the union to conduct its internal affairs, and wish also to maintain a good working relationship. Inasmuch as leave can be denied, however, many unions negotiate provisions that make the right to leave a matter of contract. Both parties usually recognize the need for limitations on time and personnel to allow employer planning and to prevent disruptions to agency operations—and for specific language regarding advance notice and other procedures, including the placement and seniority of an employee returning from leave.

Certain provisions common to all types of leave will not be discussed in the following sections. One of these provisions generally stated that the employee must not obtain a leave under false pretenses, and must continue the activity for which leave was initially granted. Usually, a detected violation resulted in immediate termination of the leave or discharge. Another type of provision required the employee to report to work promptly after the leave expired. Failure to report back, within a short grace period, without excuse, might result in dismissal.

¹⁹ In large bargaining units, the President, Secretary-Treasurer, and other union leaders often carry out such activities as full-time union officials paid by the union. Small bargaining units may lack the finances to support full-time officials.

Pay during leave for union affairs was seldom permitted in private sector contracts, but was allowed under substantial numbers of public agreements. Some possible reasons are discussed in the following sections.

Overall, government functions that had relatively high proportions of leave provisions, such as education, fire protection, and functions crossing jurisdictional lines also tended to have relatively high proportions of pay clauses within leave provisions.

A small proportion of agreements required the union or employee association to compensate the employer for at least part of the cost of a union representative. Clauses appeared most frequently in education agreements, and could apply either to time off for union activities of mutual concern, such as grievance processing, or to formal leaves to conduct internal union business. Some provisions require unions to reimburse the employer for the union representative's salary and other benefits. Because the union, in effect, pays the employee, these clauses were not counted under employer-paid union business:

(223) The president of the union, or his designated agent if the president is no longer in a position to fulfill his obligations as president, will be provided released time during his presidency, with no cost thereto accruing to the Board of Education and with no penalty to the individual.... The union will reimburse the district for the actual salary paid to the president along with the actual cost of his insurance benefits.

(224) The president and executive vice-president of the association shall be provided leave for the school year for which he or she is elected, without loss of salary, stipend, or fringe benefits, subject to full monthly reimbursement to the District.

At a mutually agreed-upon date following election to office, the incoming president-elect for the ensuing school year shall be provided leave for the remainder of the school year, without loss of salary, stipend, or fringe benefits, subject to full monthly reimbursement to the District.

(225) The [association's] president or his/her designee shall be allowed 2 days per month leave with pay for administration of this agreement and for other related activities. The association shall reimburse the District for the salary.

The employer sometimes required reimbursement only if a substitute filled in for the absent employee. A

substitute was most likely to be needed if the absence was prolonged or occurred at a critical time. Usually, the union would pay the substitute's salary, which often was less than that of the absentee:

- (226)Should the participation of any of the above-mentioned personnel in the grievance procedure necessitate the employment of a substitute, the association shall assume the responsibility for payment of the substitute's salary. Any teacher whose appearance is required as a witness in such investigations, meetings or hearings, shall be accorded the same right. The association guarantees that these rights shall not be abused.

Occasionally, the employer and the union agreed to share payroll costs of the absent employee or a substitute. Rarely, a clause permitted a union representative leave of absence at half-pay, without reference to a union contribution. The union likely made up the difference. Although largely applying to grievance work rather than leave of absence, the following are illustrative:

- (227) A teacher participating during the school day in any grievance procedures which are scheduled by the Board and a recognized representative group shall be released from regular duties without loss of salary, with the cost of the substitute to be shared equally between the Board and the Group....

When it is necessary at Level Two or Level Three for a representative designated by the representative group to attend a meeting or hearing called by the Superintendent (or his designee) during the school day, the Superintendent's (or designee's) office shall so notify the Principal or such group representatives, and they shall be released without loss of pay for such times as their attendance is required at such meeting or hearing. The cost of substitutes shall be shared equally by the Board and the representative group.

- (228) When it is necessary for a party in interest to attend a grievance hearing during the school day, the association will assume one-half the cost of a substitute if one is employed.

The President of the association will be granted leave with 50% of his/her salary and related permissible benefits during his/her term of office.

Seniority, job rights, and benefits

Most employees who apply for leave of absence to accept a union job or to transact union business have worked for the agency or company long enough to build up valuable seniority, job rights, and pension and other benefits. These employees naturally are concerned with the effect of the absence—particularly if it is long—on these perquisites and benefits.²⁰ Reflecting this concern, many contracts stipulate ways in which these issues were to be treated.

²⁰This stipulation is not limited to employees on leave for union business, but concerns most employees on other types of leave and on layoff.

Seniority is perhaps the most important issue, since seniority, sometimes defined as length of service with the agency, company, or subsidiary unit, often is considered in promotions, layoffs, and other situations. Retirement, vacation, severance pay, and other benefits are usually based on length of service.

Of 297 public sector contracts studied, 119 referring to leave also referred to seniority. (See table 25.) Most of the clauses applied to leave to assume a full-time union position, because the treatment accorded seniority during long absences is more critical than during short absences, such as to attend conventions.

Under 3 out of 4 of the provisions, seniority continued to accrue, as though the employee had remained at work:²¹

- (229) An employee serving as a full-time officer or employee of the union, or of any of the local unions, shall upon written application be granted a leave of absence without pay for the period of such service. The seniority rights of such employee shall be protected and they shall accumulate during such employee's period of service with the union.

- (230) Any employee elected to fill office in the union, either local or international, which requires his absence from duty with the Authority, shall be granted a leave of absence upon the union making a written application therefor and, upon his return from such office, shall be reinstated to his former or a substantially equivalent position with the Authority, including all of his seniority and other rights then common to other employees, provided he is physically qualified to return to work. During such leave of absence the union officers shall be credited with the full time thereof, without break because of such leave, in computing the continuous service records required of employees to qualify for disability allowances or pensions....

- (231) Employees elected to any union office or selected by the union to do work which takes them from their employment with the employer, shall at the written request of the union be granted a leave of absence....

In addition to accruing seniority while on any leave of absence granted under the provisions of this agreement, employees shall be returned to the classification they held at the time the leave of absence was requested. For leaves of less than 30 days, the employee will return to his original position.

Remaining provisions did not allow full accrual of seniority. Most of them credited the employee with the seniority previously accumulated, but permitted no additional accumulation during the leave period. The rest allowed accrual for part of the leave period, or accrual for some purposes but not others:

²¹ Although not always classified in the agreement, "seniority" often applies only to competitive situations, e.g., promotions and layoffs, while length of service often applies only to benefits. In many situations, one type of "seniority" may be "frozen", while the other may continue to accrue. See Bulletins 1425-11, 1425-13, and 1425-14 (Bureau of Labor Statistics) for a fuller discussion.

(232) Employees who are elected or appointed as union officials or representatives shall at the written request of the employee be granted leaves without pay for the maximum term of office, not to exceed three years. Such leaves may be renewed or extended by written mutual consent of the union and the employer.... Service credit shall continue to accrue during paid leaves of absence provided under this agreement, but shall not accrue during unpaid leaves of absence except for military leave. However, the employee shall be entitled upon his/her return from leave of absence without pay to all service credits earned up to the date his leave commenced.

(233) Members of the union elected to the local union office, or selected by the union to do full-time union work shall at the written request of the union given not less than 10 working days in advance, receive a leave of absence without pay and without accumulation of seniority for a period not to exceed 2 years or the term of office whichever may be shorter. Such leave shall be renewed on request of the union. On conclusion of the leave, the employee shall return to the bargaining unit in the same classification with the seniority held at the time of commencement of the leave.

Under some provisions, the effect on seniority was rather ambiguous. Provisions that referred to leave "without loss of seniority" have been interpreted as permitting accrual. However, seniority also could be "frozen", with no actual loss of seniority or credited service:

(234) A nurse elected to association positions or selected by the association to do work which takes them from their employment with the County for a period of more than 30 days, may with the consent of the employer receive a leave of absence, without pay and without loss of seniority for the duration of the assignment....

Placement was another important consideration for an employee returning from a leave of absence. Often, of course, the continued accrual of seniority during the absence would enable the worker to return to his or her former position, or even to a better one. This was not always certain, however; the worker's job might have been abolished, or occupied by an employee with greater seniority or other job rights.²² If so, the employee returning from leave might be assigned to a similar position in the same unit, or to a dissimilar one in a different unit. If the work force had been reduced during the absence, the employee might even be laid off.

Of 297 agreements mentioning union leave, 88 referred to job rights or placement of employees return-

ing from union leave. (See table 26.) About 46 percent of the clauses were in public education, and nearly 20 percent in transportation agreements. Many provisions indicated the worker would resume his former position, and made no reference to other possibilities:

(235) The Authority agrees that the officers of the divisions shall be granted leave of absence on organization business, when so requested. It further agrees that any member of Division 241 or 308 who now holds office or is employed there, or shall be elected to any office or employed in said divisions, which requires his absence from the Authority's employ, shall, upon his retirement from said office, be placed in his former position.

(236) Any employee elected to fill office in union which requires his absence from duty with company shall be granted a leave of absence and upon his retirement from such office shall be reinstated to his former position with the company with full seniority rank, provided that, in no case, shall the number assigned exceed seven. During such leave of absence union officers shall be entitled to the full rights of an employee.

Although the right of the worker to return to an old or a comparable job was normally granted, sometimes the parties recognized that the employee might no longer qualify or vacancies might not exist, and provided for further placement:

(237) At the expiration of leave of absence without pay, the licensed practical nurse reporting for duty shall be returned to the position filled by her when such leave was granted. In the event the position has been abolished, she shall, upon return from leave, be given employment in a comparable position or, if that is not possible, in a lower position at the same salary, provided such salary shall not exceed the maximum of the pay range of the lower rated position and then her name shall be placed on an availability list for vacancies which occur in the class previously occupied.

(238) Upon termination of the necessity for further absence for the purposes aforesaid, such employee shall apply for reinstatement within 30 days and shall be restored to full seniority rights and placed in his former position if physically fit and able to qualify. Should such employee fail to qualify to perform his former MTA duties, every effort will be made by MTA to assign him work of a lesser nature for which he might qualify.

By establishing that placement would be according to ability and experience, some agreements indicated that the employee would be assigned to the same or comparable work or that the level of pay (including increments) would be the same as for the previous position:

(239) An employee selected by the union to do union work which takes him from regular employment with the employer, shall, at written request of the union, receive a temporary leave of absence for a period not to exceed 2 years, or the term of office, whichever may be shorter, and upon return shall be re-employed to avail-

²²Under many agreements, length of service, or seniority, may apply only for benefits, and not for promotions, transfers, layoffs, or other competitive situations, including placement following a long absence. However, an absentee might be returned to his former position because of the terms of leave, or because of his skill and experience in the position.

able job assignment according to his ability and experience and with accumulated seniority, but in no event shall he be assigned to a higher category than that held prior to the leave of absence.

- (240) Upon return from leave, a teacher will be considered as if actively employed by the Board during the leave and will be placed on the salary schedule at the level the teacher would have achieved if the teacher had not been absent.

When teachers indicate in writing, at the time of application for leave, that it is their desire, every reasonable effort will be made to return them to their vacated assignment. This provision applies only when leave is for 1 full school year or for second semester.

Occasionally, the returning employee was permitted to exercise seniority. To minimize disruptions caused by bumping, some clauses limited seniority application:

- (241) An employee who receives a leave of absence under this section shall continue to accumulate seniority during the period of such leave. Upon returning to work with the employer, such returning employee may exercise his seniority to fill a then existing vacancy, or, if there is no then existing vacancy to replace the employee with the least work center seniority in the work center from which he took such leave, seniority permitting, provided, in either event, he has the then present ability to satisfactorily perform the work involved.

Because conditions are likely to change as time passes, a few agreements allowed the employee the right of return to the old job or unit for a limited period. If the worker returned after this time, the employer had greater flexibility in making the assignment:

- (242) Teachers who are officers of the Hawaii State Teachers Association or are appointed to its staff or elected officers of the National Education Association may be granted a leave of absence for the entire school year, and such leave may be extended for 1 additional school year. This leave guarantees the teacher return to the former school at the beginning of the school year following the leave. If the leave is extended beyond one year, guarantee shall be to the district only.
- (243) Applications for reinstatement from a leave of absence must be made to the Employee Relations Office before the leave expires. The employer, at its option and without cost to the employee, may require that a physician or physicians of its choosing examine the employee to determine his/her fitness to return to work.

An employee who has requested and received an approved leave of absence of 30 calendar days or less shall, upon return from such leave, be given his/her former job or a job of like status and pay. An employee returning to work from an approved leave of absence of more than 30 calendar days shall be given his/her former job or a job of like status and pay, unless the employer's circumstances have so changed as to make it unreasonable to do so. In such event he/she shall be placed at the top of the layoff list.

The employee on leave normally is concerned about

various benefits that are part of total compensation. Depending on leave terms, for example, credited service or funds for retirement benefits may or may not accrue, or the employer may or may not continue to pay premiums for health and life insurance. Because leave for union employment generally lasts longer than other types of leave, the issue may be most critical for this type of leave.

Of 297 union leave provisions examined, 127 referred to benefits. (See table 27.) Of these, 74 appeared to fully protect or permit accrual of benefits. This number might not apply to benefits of all types, since some agreements referred only to specific benefits, while others indicated all benefit rights and accruals would continue as though the employee remained employed:

- (244) Employees who are elected or appointed to full time positions with the Federation or any organization with which it is affiliated will, upon proper application, be granted leaves of absence for the purpose of accepting those positions. Employees granted such leaves of absence shall retain all insurance and other benefits and shall continue to accrue seniority for salary increments and all other purposes as though they were in regular service. Upon return to service they shall be placed on the assignment which they left with all accrued benefits and increments that they would have earned had they been on regular service.

An additional 31 agreements provided partial protection, allowed accrual for some benefits but not others, or full protection and accrual for only a limited period. Some clauses allowed the employee to continue to pay for specified benefits or premiums normally paid by the employer:

- (245) BART employees selected by the union and recognized by the District as full-time union officials shall have recall rights to their former positions at BART with seniority accruing during such leave. An employee on leave of absence under this section shall have the option to pay into and continue in Health and Welfare programs. PERS contributions shall continue to the extent provided by law.

Most remaining provisions allowed no protection or accrual of benefits. Agreements often were not specific, but benefit rights accrued at the beginning of leave possibly were "frozen" and not lost altogether, and employee payment of insurance premiums may have been allowed:

- (246) Members of the union elected to local union positions or selected by the union to do work which takes them from their employment with the employer shall, at the written request of the union, receive temporary leaves of absence for periods not to exceed 2 years or the term of office, whichever is shorter, and, upon their return, shall be re-employed at work with accumulated seniority. During such leave of absence, said employee shall not be entitled to any wages or fringe benefits not yet earned or accrued as provided under this agreement except that his seniority will accrue during the period of the approved absence.

(247) Members of the bargaining unit elected to local union positions or selected by the union to do work which takes them from their employment with the employer, shall, upon written request of the union, receive temporary leave-of-absence for periods not to exceed 2 years or the term of office, whichever is shorter. Upon return such member shall be reemployed with accumulated seniority. Such member shall not accrue employee benefits while on leave other than seniority.

(248) Subject to Civil Service Rule 17 and subject to staffing requirements of the department, leaves of absence shall be granted to accept Joint Council employment.... The leave shall be without County pay or benefits of any kind....

Leave to accept union employment

A union member might be appointed or elected to a full-time position with the local union, an intermediate body such as a regional council, or with a national union. An officer could be elected for 2 or more years, but the term for an appointee might be indefinite.

For the newly elected or appointed union official, regulations pertaining to leave are critical. Of course, unions are political organizations which are not noted for job security. Even appointed union officials who are efficient may be dismissed after a change of leadership. Leave of absence allows a union official to return to his or her old employer, often with seniority and benefits unimpaired.

Leave was granted to union members to assume a union post in 187 public contracts, or nearly 38 percent. (See table 28.) Provisions appeared in 56 percent of the 133 agreements covering 1,000 workers or more, perhaps because the larger bargaining units could better afford full-time officials. The greatest prevalence among agencies was in public transportation, with 72 percent, and by far the greatest prevalence among unions was for the Transit Union with 91 percent. High proportions also occurred in education agreements with both the Teachers (AFT) and the National Education Association (NEA), and in agreements with the State, County and Municipal Employees.

Most union leave provisions indicated that the requested leave would be granted if proper procedures, such as advance notice, were followed. Many provisions, however, apparently left the final decision on all leave requests to the employer. (See table 29.):

(249) Employees of the Board who are hired by MTEA as full-time staff may upon application, in the discretion of the Board be given a leave of absence without pay each year consistent with Board rules....

(250) Members of the union elected to local union positions or selected by the union to do work which takes them from their employment with the University shall at the written request of the union receive temporary leave of absence without pay for periods not to exceed 2 years or the term of office, whichever may be shorter, subject to renewal at discretion of University; provided, however, that the University reserves the right

to deny any request for leave under this section which would be detrimental to the good of the University.

Some provisions granted the original leave automatically but required employer approval for subsequent leaves. The restriction, occasionally applying only to appointed union officials, might reduce disruptions caused by intermittent union employment:

(251) Any employee appointed or elected to office in the union which requires a part or all of his time shall not lose his establishment seniority with the utility and shall be granted a leave of absence without pay upon application not to exceed 3 years. In the event an employee appointed to the union staff returns to work after a leave of absence he may be granted another leave of absence by mutual consent only.

Many leave provisions did not specify the union positions for which leave would be granted, and some specified both local and national offices. Other provisions, however, indicated the leave was available only for positions with the local union. These would seem to allow the employer to terminate union members who accept posts with national organizations:

(252) The appointing authority shall request approval from the Department of Civil Service for a leave of absence without pay up to a maximum period of 1 year for an employee elected or appointed to a full-time position with the international union, the local union, or the AFL-CIO. Such leave may be renewed on an annual basis as the term of office of such position requires to a total period not exceeding 4 years. Each such renewal is subject to approval by the Department of Civil Service.

(253) A leave of absence of up to 1 year shall be granted to any teacher, upon application, for the purpose of serving as an officer or staff member of the association (local, state, and/or national)....

(254) The County shall allow not more than two employees to take a leave of absence for a period not to exceed one year for the purpose of working as a regular business agent for the local union in connection with the bargaining units. The application for such leave of absence is to be in writing and request for a renewal for one year shall also be in writing....

(255) ...The President of the local union shall be allowed to be absent from duty without pay for the period of his term of office to devote full time to his union duties upon application approved by the Department Head and the Personnel Director or his designated representative....

Many agreements required the union or employees desiring leave to notify the employer well in advance so the employer could fill the vacancy and avoid disruptions to operations. Of 497 agreements examined, 155 established advance notice or other procedures to request leave for union business. Some provisions required only that the union give "reasonable" notice. Absence of advance notice might not be a serious omis-

sion, however, since employers usually learned informally of employees elected or named to union positions. In addition, changes in local union leadership usually meant that defeated officials would return to the bargaining unit to help alleviate any personnel shortages:

- (256) Faculty members who are elected or appointed full time officials or representatives of APSCUL shall, at the written request of the faculty member, submitted not less than 60 days prior to the start of a term, be granted leaves without pay for the maximum term of office, not to exceed 3 years....
- (257) It is agreed that the officers of the union shall be granted leave of absence on union business when so requested, provided reasonable notice shall be given of request for such leave of absence....

In addition to advance notice, agreements often limited the number of employees who may be absent to hold union positions at any one time. (See table 29.) Such limits, present in 116 agreements, help management prevent emergencies or disruptions from personnel shortages, and may apply more to other union business than to holding union posts, since significant numbers of employees from one employer are unlikely to request leave to take union jobs:

- (258) Not more than two employees at any one time, elected to any union office or selected by the union to do work which takes them from their employment with the county may, at the written request of the union, be recommended by the Board of County Commissioners to the Civil Service Commission for a leave of absence exceeding 30 days....
- (259) A teacher in the system who is an officer of the Federation or who is appointed to the Federation staff shall upon written application filed with the Superintendent prior to July 1 of any year, be granted a leave of absence.to commence the following September and to terminate on September 1 of the succeeding year. Such leave shall be without pay and may be renewed for one additional year, upon notice to the Superintendent by March 31 of the year of the leave.... Not more than 2 teachers in the system shall be on such leave at any one time.
- (260) The Board agrees that one teacher designated by the association will, upon written request at least 30 days in advance, be granted a leave of absence for up to 2 years without pay for the purpose of engaging in association (local, state, national) activities....

Perhaps as critical for the employer as personnel limits was a need to limit the length of leave. If the employer failed to specify any time limit, management might have to hold the job open indefinitely, and might be unable to permanently hire or transfer another employee to the absentee's position, even if the union official had no intention of returning. Of 497 agreements in the study, 194 limited leave time for union employment or for other union business. (See table 29.) Occasionally, no maximum duration was specified in the

agreement, but leave was limited to the union officer's term of office:

- (261) The Board agrees that one teacher designated by the Federation will upon request, be granted a leave of absence for up to two years without pay for the purpose of engaging in Federation (local, state, national) activities....
- (262) A leave of absence shall be given to any employee who is elected or appointed as a full time officer in the local union or the international union for the duration of his tenure in such office without loss of seniority rights with the Authority....

From the standpoint of the newly elected or appointed union official, a leave of indefinite duration might be ideal, but the employer seldom granted such leave. However, a compromise which could benefit both parties was available through extension provisions. The union official could express continued interest in returning to the agency by filing a request for an extension. If the employee did not file such a request, the employer was free to permanently fill the vacancy. Renewals of leave might require management approval. Provisions to extend union leave (see table 30), usually associated with leave for a union job, appeared in 78 of the 497 agreements:

- (263) Employees elected or selected by the union to do full time work for the union or its affiliates which takes them from their employment, shall at the written request of the union be granted leave for a period of up to 1 year which may be extended upon request of the union; provided, however, that the employer shall not be required to grant leave pursuant to this provision to more than 4 employees at any given time.
- (264) Any employee elected or appointed as an employee of the [union] shall be granted a leave of absence without pay for a period not to exceed 2 years which may be extended by agreement of the parties. Such leave shall not be granted in excess of 1 employee for the [local union]....

Occasionally, the agreement provided for extensions, but based the maximum leave time on the employee's length of service or seniority at the beginning of the leave. This type of limitation, which was frequent in layoff provisions, might discourage short service employees from accepting union employment:

- (265) ...The leave shall not exceed 2 years, but it shall be renewed or extended upon written notice by the union. The maximum leave time available to any particular employee shall in no event exceed a period equal to his/her years of seniority, at the time of granting of the first leave....

Leave for union conventions

Many local unions or associations that were affiliated with parent organizations sent delegates to conventions to determine union policy and elect officers. Reference to leave of absence for conventions appeared

in 111 public employee agreements, or over 22 percent. (See table 28.) Over half of the Fire Fighters' 26 agreements and over 38 percent of the 130 State, County and Municipal Employees agreements established convention leave. The proportion of leave provisions increased to some extent as the size of the bargaining unit increased, perhaps because larger union organizations are more capable of financing delegates' travel and have greater influence at the sessions.

Convention leave provisions, like other leaves, often required advance notice, and limited the number of employees and the time allowed. Rather than specific limits, some clauses set standards of "reasonableness," or stipulated that the absences cause no unnecessary disruptions:

- (266) The Association President or the officially designated association delegate shall upon proper request be granted association leave to attend special meetings and/or conventions of the state or national affiliates of the local association.

Such leave shall be limited to no more than 3 days per academic year. The request for such leave shall be forwarded to the office of the President.

- (267) The employer agrees to grant the necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the union to attend a labor convention or serve in any capacity in other official union business, provided 48 hours' written notice is given to the employer by the union, specifying length of time off. The union agrees that, in making its request for time off for union activities, due consideration shall be given to the number of men affected in order that there shall be no disruption of the employer's operations due to lack of available employees.

- (268) Duly-elected union delegates or alternates to annual conventions of District Council No. 78, and District Council No. 8, and the Biennial Convention of the AFSCME, AFL-CIO, shall be granted time off without pay for the purpose of participating in such conventions. But not to exceed 7 work days for each convention. The union shall give to the employer at least 1 week's advance written notice of the employees who will be attending such conventions as herein provided, and shall be limited to 2 employees and no more than 1 from any department, except when unusual circumstances exist and approval has been obtained from the County Administrator. The employees, so affected, shall notify their immediate supervisor immediately upon their notification.

Persons familiar only with private agreements might be surprised to learn that 40 percent of the public contracts granted paid leave for attending conventions, compared to slightly over 2 percent in the private sector. This difference might result because public sector agreements included a greater proportion of salaried employees, or some public sector unions and associations were considered professional organizations dedicated to improving wages and working conditions and

also professional skills and status of members, with consequent benefits for the employer:

- (269) Leaves of absence with pay to attend and serve as delegate to conventions of the union and organization and training conferences relating to the union shall be granted to not more than 5 employees in Union Local 1607 in a calendar year, with the extent of leave limited to an accumulation of 2 work weeks per delegate and with the purpose of these leaves to be training and education in grievance handling, labor-management relations, personnel administration, etc.
- (270) The county shall provide to the CSEA Unit a total of 10 days for union business, at no charge to employee's leave credits, in order to attend CSEA workshops, conventions, etc.

Provisions which permitted delegates to use paid leave or vacation time for maintaining continuity of income, have been classified as leave not paid by the agency since leave entailed no added expense to the employer:

- (271) The county agrees that 2 members of the union be permitted a maximum of 5 days per person per year for attendance at the following meetings: 1) National American Federation of State, County and Municipal Employees Convention. 2) State AFL-CIO Convention. 3) American Federation of State, County and Municipal Employees State Convention. Those persons elected shall be entitled to use vacation time, if they have any accrued, if not, they shall be granted said leave without pay....
- (272) The president of the lodge shall be allowed to use his accumulated days, annual leave, or holidays to attend conventions, meetings, and seminars. The duly elected delegates to conventions shall be allowed to use their accumulated days, annual leave or holidays in order to attend FOP functions; provided however, that the lodge works with the Chief of Police in order to ensure that efficient police operations will be maintained in all sections.

Application of seniority and job rights for employees who were attending conventions was sometimes mentioned. Provisions often covered other leaves as well:

- (273) Employees elected as delegates to the National Convention of the International Union and conventions of affiliates of the International Union shall be granted leaves of absence without pay provided that the number of employees granted leave at one time shall not exceed 2 from any one location nor a total of ten....

With respect to authorized leaves of absence under this article not exceeding 12 months...at the expiration of the leave the employee reporting for duty shall be returned to the position filled by him when such leave was granted, unless the job was abolished or consolidated, in which event he will be given employment in a comparable position to which he is entitled by seniority by displacing the employee with the least amount of seniority within his classification and term of employment.

- (274) The employer agrees to grant necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to employees (not to exceed 2) designated by the union to attend a labor convention or serve in any capacity on other official union business, provided 48 hours' written notice is given to the Sheriff or Undersheriff....

Leave for training

In addition to provisions discussed in a preceding section giving union representatives timeoff to attend short training sessions, 48 of the public agreements granted formal leave for training. (See table 28.) Some contracts specified the nature or purpose of the training, but many did not. Training sessions, usually conducted by the union, might include courses in directing internal union affairs, such as maintaining financial records, as well as in negotiating and administering agreements:

- (275) Leaves of absence with pay to attend and serve as delegate to conventions of the union and organization and training conferences relating to the union shall be granted to not more than 5 employees in union Local 459 in a calendar year, with the extent of leave limited to an accumulation of 2 work weeks per delegate and with the purpose of these leaves to be training and education in grievance handling labor-management relations, personnel administration, etc.....
- (276) The employer agrees to grant time off without pay in an amount not to exceed 30 days in any one calendar year to enable employees with at least one year's seniority to attend union conventions and education clauses. Not more than 3 employees will be allowed such leave at any time and the number of workdays for any one employee shall not exceed 10 in any one calendar year....

Of government agencies negotiating 10 or more agreements, only social welfare and fire protection units had training leave in at least 20 percent of their contracts, although school and multidepartment contracts accounted for most of the clauses in the total. Clauses appeared in 23 percent of Fire Fighters agreements, and in 17 percent of State, County and Municipal Employees agreements.

As with other leave provisions, agreements commonly limited the number of employees and leave time. To maintain income continuity, some unpaid leave provisions allowed the absence to be charged against paid time normally allowed for other purposes:

- (277) Employees who are elected or selected by the union to attend educational classes conducted by or for the union shall be granted time off without pay for the purpose of participating in such classes. The number of employees for all three bargaining units shall not exceed the following:

Wisconsin Home for Veterans local - 5;
Northern Colony local - 5;
Central Colony local - 5;

Southern Colony local - 5;
Mendota local - 5;
Winnebago local - 5;
University of Wisconsin - Milwaukee local - 5;
University of Wisconsin - Madison local - 7;
Wisconsin State Prison local - 4;
Statewide locals - 7 (each);
All other locals - 2 (each).

The number of work days off for such purposes shall not exceed 7 for each employee in any one calendar year. This time off may be charged to vacation credits, holiday credits, compensatory time credits or to leave without pay as the employee may designate. The employee shall give his/her immediate supervisor at least 14 calendar days advance notice of the employee's intention to attend such functions....

In 71 percent of the contracts, the employer granted leave without loss of pay inasmuch as the employer might derive benefit when union officials responsible for negotiating and administering the agreement were well trained:

- (278) Leave of absence (with pay provided they are in pay status) will be granted (upon receiving one week's written notice) to those employees who are elected or selected by the union to attend educational classes conducted by the union. The number will not exceed 2 employees from any one department at any one time, provided other employees are available to perform their work. The number of working days will not exceed 5 for each employee for a combined total of 15 working days per contract year during the term of this Agreement.
- (279) Leaves of absence (with pay) will be granted to those bargaining unit members who are elected or selected by the Executive Board of the Association to attend educational classes conducted by the association, Labor Institute, or Educational Institution. Fifteen working days per year shall be allocated to the bargaining unit for association educational leave purposes. Any one employee in the bargaining unit shall take no more than 5 working days of the leave per year....

Although less prevalent than in public agreements, clauses granting paid leave for union training also appeared in 30 percent of the private agreements examined. Many businesses might feel that the training was useful in developing responsible union leadership.

Leave for meetings

In addition to conventions and training sessions, union officials might need to attend various conferences and meetings to coordinate union policies, draft resolutions, and discuss union problems and solutions.

Among 497 public agreements examined, 112 or 23 percent, established policy and procedures for leave to attend meetings and conferences. (See table 28.) The distinction between conferences and conventions was not always clear. Provisions occurred significantly more often in larger agreements. Relatively high numbers of

clauses were negotiated by the Fire Fighters union and the New York Civil Service Employees:

- (280) The County agrees that it will pay and will allow a maximum of 4 delegates per year time off with pay at their regular straight-time hourly rate to attend 2 conferences each year, and any special delegates' meetings upon approval of the County Executive. For purposes of this section the association agrees to correspond with the department head involved 30 days in advance whenever practicable and inform him of the exercise of these rights and agrees to forward the names of personnel and the dates that the employees require the time off....

The County agrees that any employees appointed by the State CSEA President to a State-wide CSEA Committee, will be granted time off with pay to attend obligated meetings not, exceeding three days total time off per year for this purpose.

- (281) Leave will be granted to any CSEA member to attend regional and state-wide meetings of the Civil Service Employees Association without loss of pay. The leave granted herein shall not exceed a total of 32 employee days per year for all employees covered by this Agreement to attend such regional and state-wide meetings. Written notice for such leave, certified to by the President of CSEA, must be presented to the department head, with a copy to the Personnel Officer, at least 5 working days prior to the requested leave time. The 32 days herein provided to attend CSEA conferences or meetings shall include travel time.

In approximately 56 percent of the provisions, leave was paid by the employer. By comparison, only 9 percent of private sector agreements mentioned this type of leave, and only 8 percent of these established pay.

Leave for attendance at public hearings and other public sessions

Because public employees and their unions and associations are much more subject to public laws and regulations than their counterparts in private industry, unions often wished to send representatives to meetings of various legislative bodies, councils, commissions, or boards, particularly for matters that affected unions or their constituencies. Union representatives also might wish to observe or to testify at these hearings.

Leave of absence to attend such sessions was the subject of 23 of the government workers' contracts. Employees were entitled to paid leave in 14 of the provisions. Under some education contracts, the employer was entitled to reimbursement should a substitute be required:

- (282) When a Wisconsin Employment Relations Commission hearing specifically related to the bargaining unit is held, officers of the union and necessary witnesses shall be released without loss of pay if the number of people to be released is reasonable.
- (283) Upon specific request of a Washington State Legis-

lative committee and his or her professional organization, and request through the Personnel Department, and approval of the request by the appropriate executive level administrator, an employee may be absent for one day only to give information at a committee meeting at the Legislature. In the event such a hearing is postponed or extended, upon request an additional day or days may be approved. When such leave is approved, the employee will receive full pay and he/she or the organization he/she represents pays for the substitute's salary.

The remaining clauses did not allow pay, or did not mention pay. Both paid and unpaid leave provisions often applied limitations common to other kinds of leave:

- (284) The County agrees to release two representatives of the Council to attend meetings of County Board standing committees, Board of Public Welfare, or Civil Service Commission when the subject matter to be discussed is of specific interest to the Council. Such released time is subject to the approval of the nurse's department head and shall not be unreasonably withheld.
- (285) An employee holding the position of Secretary-Treasurer in the union's State Association shall be granted leaves of absence without pay during sessions of the Iowa General Assembly when there is debate or discussion, in committee or on the floor, on legislation specifically affecting Fire Fighters....
- (286) One member of the union shall be granted time off to attend State meetings and State Legislative Sessions where there are items on the agenda affecting public employees.

Leave for unspecified union business

The nature of the union business for which leave was granted was not always defined. In 126 contracts (25 percent), clauses either did not specify the activities at all, or granted leave for both specific and nonspecific activities. (See table 28.) The prevalence was somewhat higher for multidepartmental agreements, possibly because union activities varied from agency to agency. About 50 percent of the Transit Union agreements and 31 percent of State, County and Municipal Employees agreements had the clauses.

Maximum leave time sometimes applied to each individual leave, and sometimes was stated as a yearly limit per employee. The periods usually were relatively short—30 or 60 days. These might not have been intended to apply to leave for union employment, and would offer little job protection. Occasionally, however, a longer period was specified:

- (287) Members of the bargaining unit may use up to a total of 24 aggregate days for union business leave each year. Employees must request utilization of the leave at least 48 hours before it is to commence and the taking of such leave shall not impede the operation of any county department when it is taken. All use of such leave shall be reported to the union to insure that the employees are actually utilizing the leave for union business.

(288) Authorized union representatives upon written requests from the union shall be given short term leaves of absence (less than 30 days) without pay to transact business for the union. The union will cooperate with the employer by controlling requests for such short term leaves to a maximum of 5 employees per union off at any given time and in a manner which will minimize interference with the employer's operations.

(289) A reasonable request for leave of absence shall be granted at the employer's discretion, without loss of seniority rights and without pay, to any employee to serve in any capacity on official union business. Such employee shall maintain and accrue seniority during his entire leave of absence and shall have the right to return to the bargaining unit with full seniority.... A leave of absence shall not exceed 6 months unless a written request is submitted to the employer 30 days prior to the end of the original leave. In no event shall a leave of absence extend for more than 12 months.

The employer allowed paid leave in 40 percent of the provisions. The less specific the clause, the more the union could allocate time to various union activities. However, employer approval of all leaves might be required, and this might reduce flexibility to some extent:

(290) ...With the approval of the Division, officers and/or members of the Executive Board of the association or other members of the association designated by the association, shall be granted a total of 60 days per year leave, not to be deducted from their duty leave or vacation, to pursue the affairs of the association. The allocation of such leave among the officers and members of the Executive Board or other members of the association shall be determined solely by the association. Such leave not used during any calendar year shall not be accumulated.

An employee on paid leave occasionally results in an expense to the union. At least one agreement stipulates that the union must bear the expense of the absentee's replacement:

(291) An annual allotment of 25 person days shall be established for the exclusive allocation of the union. Individuals certified by the union to use this time off shall be released without loss of pay. The cost of reserve teacher service for these individuals shall be borne by the union and shall be paid as used and billed by the Finance Department.

A few clauses established pay limits in dollars rather than in time, but under this arrangement higher paid employees might exhaust the allotted amount more quickly than lower paid ones. Unused amounts could be carried over to the succeeding year:

(292) An amount equal to \$3600 shall be available for each year of the Memorandum of Understanding for payment of the salaries of employees on employee relations leave outside the city. The employee organization shall pay any costs above this amount. Any of this amount not used the first year shall be added on to the amount available for the second year.

The proportion of agreements having leave for unspecified business (25 percent) was somewhat less than the 31 percent in the private sector. However, employees paid for the leave time in 40 percent of the public contracts, contrasted with less than 2 percent of the private ones. Since the leave time might well be allocated among such activities as attending conventions, meetings, and training sessions, the same reasons discussed earlier might account for the difference.

Table 15. Pay for time spent on grievances by government function(In State and local government agreements, 1978-79)¹

Government function	All agreements		Reference to grievance procedure								No reference to grievance procedure	
	Agreements	Workers	Total		Pay ²		No pay ³		No reference to pay		Agreements	Workers
			Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers		
Total	497	640,772	474	631,147	273	338,586	9	41,575	192	250,986	23	9,625
Law enforcement	50	23,400	45	22,150	28	12,700	3	2,275	14	7,175	5	1,250
Central administration	12	69,600	10	68,150	6	11,100	2	36,950	2	20,100	2	1,450
Regulatory agencies	1	3,300	1	3,300	1	3,300	-	-	-	-	-	-
Social welfare	16	17,850	16	17,850	12	15,950	-	-	4	1,900	-	-
Fire protection	25	9,167	23	8,617	11	3,400	-	-	12	5,217	2	550
Employment security services ...	1	2,500	1	2,500	-	-	-	-	1	2,500	-	-
Education	129	155,124	123	153,749	57	74,330	1	350	65	79,069	6	1,375
Courts	8	2,100	7	2,000	3	1,000	-	-	4	1,000	1	100
Corrections	9	7,550	9	7,550	7	4,500	-	-	2	3,050	-	-
Central services	4	2,975	4	2,975	4	2,975	-	-	-	-	-	-
Public works	25	7,200	25	7,200	14	3,900	1	400	10	2,900	-	-
Public utilities	8	5,600	8	5,600	6	5,300	-	-	2	300	-	-
Sanitation services	9	3,015	8	2,915	6	2,265	1	400	1	250	1	100
Urban development	8	1,350	8	1,350	5	850	-	-	3	500	-	-
Agricultural services	2	350	2	350	2	350	-	-	-	-	-	-
Animal welfare services	4	3,350	4	3,350	3	2,250	-	-	1	1,100	-	-
Public transportation	36	42,675	35	42,575	10	3,950	-	-	25	38,625	1	100
Parks and recreation	2	750	2	750	1	100	-	-	1	650	-	-
Health services	44	55,591	42	54,841	32	52,441	-	-	10	2,400	2	750
Library services	7	1,150	7	1,150	2	450	-	-	5	700	-	-
Jurisdiction-wide	87	216,325	85	212,825	56	131,175	1	1,200	28	80,450	2	3,500
Except fire or police	1	250	1	250	1	250	-	-	-	-	-	-
Other exclusion	9	9,600	8	9,150	6	6,050	-	-	2	3,100	1	450

¹ The vast majority of agreements were scheduled to expire during 1978-79.³ Includes only specific statements that the employer will not pay for the activity.² Includes full or partial pay to some or all union representatives.**Table 16. Types of paid grievance activity**(In State and local government agreements, 1978-79)¹

Type of provision	Agreements	Workers
All agreements	497	640,772
Total referring to grievance procedure	474	631,147
Total referring to pay	273	338,586
Any type of grievance activity	237	269,595
All formal steps in grievance procedure	13	25,750
Certain steps in the grievance procedure	8	13,650
Regularly scheduled grievance meetings	2	866
Grievance meetings or investigations called by the company	6	17,475
Other ²	7	11,250
No reference to pay ³	201	292,561
No reference to grievance procedure	23	9,625

¹ The vast majority of agreements were scheduled to expire during 1978-79.

grievance activity.

² Includes more than one type of³ Includes 9 agreements that specifically deny pay.

Table 17. Personnel eligible for pay, and limits on paid grievance time by government function

(In State and local government agreements, 1978-79)¹

Government function	All agreements		Total with grievance procedure		Reference to—					
	Agree-ments	Workers	Agree-ments	Workers	Paid grievance time		Limitations on—			
					Agree-ments	Workers	Eligible union personnel		Paid grievance time	
							Agree-ments	Workers	Agree-ments	Workers
Total	497	640,772	474	631,147	273	338,586	226	274,361	170	238,786
Law enforcement	50	23,400	45	22,150	28	12,700	25	12,050	14	5,750
Central administration	12	69,600	10	68,150	6	11,100	6	11,100	6	11,100
Regulatory agencies	1	3,300	1	3,300	1	3,300	1	3,300	1	3,300
Social welfare	16	17,850	16	17,850	12	15,950	12	15,950	7	14,000
Fire protection	25	9,167	23	8,617	11	3,400	7	2,350	7	2,100
Employment security services	1	2,500	1	2,500	—	—	—	—	—	—
Education	129	155,124	123	153,749	57	74,330	38	36,230	32	31,730
Courts	8	2,100	7	2,000	3	1,000	3	1,000	2	700
Corrections	9	7,550	9	7,550	7	4,500	5	1,850	5	4,200
Central services	4	2,975	4	2,975	4	2,975	3	2,900	2	2,400
Public works	25	7,200	25	7,200	14	3,900	13	3,800	8	3,200
Public utilities	8	5,600	8	5,600	6	5,300	6	5,300	3	2,550
Sanitation services	9	3,015	8	2,915	6	2,265	5	2,165	4	1,665
Urban development	8	1,350	8	1,350	5	850	2	350	3	550
Agricultural services	2	350	2	350	2	350	2	350	—	—
Animal welfare services	4	3,350	4	3,350	3	2,250	1	600	1	600
Public transportation	36	42,675	35	42,575	10	3,950	10	3,950	7	3,500
Parks and recreation	2	750	2	750	1	100	1	100	1	100
Health services	44	55,591	42	54,841	32	52,441	29	51,691	22	47,616
Library services	7	1,150	7	1,150	2	450	2	450	2	450
Jurisdiction-wide	87	216,325	85	212,825	56	131,175	49	112,925	38	97,925
Except fire or police	1	250	1	250	1	250	1	250	1	250
Other exclusion	9	9,600	8	9,150	6	6,050	5	5,700	4	5,100
	Reference to—Continued							No reference to grievance procedure		
	Paid time for aggrieved employee		Time outside regular hours ²							
	Agree-ments	Workers	Paid		Not paid		Agree-ments	Workers		
			Agree-ments	Workers	Agree-ments	Workers				
Total	102	189,376	5	5,400	31	52,230	23	9,625		
Law enforcement	8	7,050	1	200	3	3,150	5	1,250		
Central administration	3	9,950	—	—	—	—	2	1,450		
Regulatory agencies	—	—	—	—	1	3,300	—	—		
Social welfare	6	13,000	—	—	1	10,000	—	—		
Fire protection	3	950	—	—	—	—	2	550		
Employment security services	—	—	—	—	—	—	—	—		
Education	25	45,535	1	200	6	4,230	6	1,375		
Courts	1	200	—	—	1	200	1	100		
Corrections	3	4,000	—	—	—	—	—	—		
Central services	2	575	—	—	—	—	—	—		
Public works	6	1,300	1	900	3	1,500	—	—		
Public utilities	1	2,300	—	—	2	2,200	—	—		
Sanitation services	1	100	—	—	1	100	1	100		
Urban development	3	450	—	—	1	100	—	—		
Agricultural services	—	—	—	—	—	—	—	—		
Animal welfare services	—	—	—	—	1	600	—	—		
Public transportation	2	1,550	—	—	—	—	1	100		
Parks and recreation	—	—	—	—	—	—	—	—		
Health services	9	18,716	1	300	3	4,300	2	750		
Library services	1	100	—	—	—	—	—	—		
Jurisdiction-wide	25	82,050	1	3,800	8	22,550	2	3,500		
Except fire or police	1	250	—	—	—	—	—	—		
Other exclusion	2	1,300	—	—	—	—	1	450		

¹ The vast majority of agreements were scheduled to expire during 1978-79.

² Excludes 4 agreements that did not mention pay.
NOTE: Nonadditive.

Table 18. Pay for time spent on grievance arbitration by government function

(In State and local government agreements, 1978-79)¹

Government function	All agreements		Reference to grievance arbitration								No reference to grievance arbitration	
	Agreements	Workers	Total		Pay ²		No pay ³		No reference to pay		Agreements	Workers
			Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers		
Total	497	640,772	398	563,017	67	116,721	6	4,175	325	442,121	99	77,755
Law enforcement	50	23,400	37	19,300	7	3,400	3	1,825	27	14,075	13	4,100
Central administration	12	69,600	8	67,450	1	9,250	1	950	6	57,250	4	2,150
Regulatory agencies	1	3,300	1	3,300	-	-	-	-	1	3,300	-	-
Social welfare	16	17,850	13	17,150	2	1,600	-	-	11	15,550	3	700
Fire protection	25	9,167	17	6,417	3	1,150	1	1,000	13	4,267	8	2,750
Employment security services ...	1	2,500	1	2,500	-	-	-	-	1	2,500	-	-
Education	129	155,124	106	143,769	14	21,615	-	-	92	122,154	23	11,355
Courts	8	2,100	6	1,900	-	-	-	-	6	1,900	2	200
Corrections	9	7,550	8	7,450	5	4,300	-	-	3	3,150	1	100
Central services	4	2,975	4	2,975	-	-	-	-	4	2,975	-	-
Public works	25	7,200	25	7,200	3	850	1	400	21	5,950	-	-
Public utilities	8	5,600	7	5,500	2	2,400	-	-	5	3,100	1	100
Sanitation services	9	3,015	6	1,665	3	365	-	-	3	1,300	3	1,350
Urban development	8	1,350	6	850	-	-	-	-	6	850	2	500
Agricultural services	2	350	1	300	1	300	-	-	-	-	1	50
Animal welfare services	4	3,350	4	3,350	1	950	-	-	3	2,400	-	-
Public transportation	36	42,675	30	39,525	1	50	-	-	29	39,475	6	3,150
Parks and recreation	2	750	1	650	-	-	-	-	1	650	1	100
Health services	44	55,591	38	49,441	11	17,341	-	-	27	32,100	6	6,150
Library services	7	1,150	6	1,050	1	350	-	-	5	700	1	100
Jurisdiction-wide	87	216,325	68	174,275	10	50,350	-	-	58	123,925	19	42,050
Except fire or police	1	250	-	-	-	-	-	-	-	-	1	250
Other exclusion	9	9,600	5	7,000	2	2,450	-	-	3	4,550	4	2,600

¹ The vast majority of agreements were scheduled to expire during 1978-79.

² Includes full or partial pay to some or all union representatives.

³ Includes only specific statements that the employer will not pay for the activity.

Table 19. Union personnel eligible for pay and limits on paid grievance arbitration time by government function

(In State and local government agreements, 1978-79)¹

Government function	All agreements		Reference to—								No reference to grievance arbitration	
	Agree- ments	Workers	Grievance arbitration		Pay		Limitations on—				Agree- ments	Workers
			Agree- ments	Workers	Agree- ments	Workers	Eligible union personnel		Paid time			
							Agree- ments	Workers	Agree- ments	Workers		
Total	497	640,772	398	563,017	67	116,721	48	75,971	27	75,180	99	77,755
Law enforcement	50	23,400	37	19,300	7	3,400	6	3,200	—	—	13	4,100
Central administration	12	69,600	8	67,450	1	9,250	—	—	1	9,250	4	2,150
Regulatory agencies	1	3,300	1	3,300	—	—	—	—	—	—	—	—
Social welfare	16	17,850	13	17,150	2	1,600	2	1,600	—	—	3	700
Fire protection	25	9,167	17	6,417	3	1,150	1	500	2	650	8	2,750
Employment security services ...	1	2,500	1	2,500	—	—	—	—	—	—	—	—
Education	129	155,124	106	143,769	14	21,615	7	7,090	3	9,740	23	11,355
Courts	8	2,100	6	1,900	—	—	—	—	—	—	2	200
Corrections	9	7,550	8	7,450	5	4,300	2	300	2	2,650	1	100
Central services	4	2,975	4	2,975	—	—	—	—	—	—	—	—
Public works	25	7,200	25	7,200	3	850	2	750	1	650	—	—
Public utilities	8	5,600	7	5,500	2	2,400	2	2,400	—	—	1	100
Sanitation services	9	3,015	6	1,665	3	365	2	265	2	265	3	1,350
Urban development	8	1,350	6	850	—	—	—	—	—	—	2	500
Agricultural services	2	350	1	300	1	300	1	300	—	—	1	50
Animal welfare services	4	3,350	4	3,350	1	950	—	—	—	—	—	—
Public transportation	36	42,675	30	39,525	1	50	1	50	—	—	6	3,150
Parks and recreation	2	750	1	650	—	—	—	—	—	—	1	100
Health services	44	55,591	38	49,441	11	17,341	10	17,266	8	16,925	6	6,150
Library services	7	1,150	6	1,050	1	350	1	350	1	350	1	100
Jurisdiction-wide	87	216,325	68	174,275	10	50,350	9	39,450	5	32,250	19	42,050
Except fire or police	1	250	—	—	—	—	—	—	—	—	1	250
Other exclusion	9	9,600	5	7,000	2	2,450	2	2,450	2	2,450	4	2,600

¹ The vast majority of agreements were scheduled to expire during 1978-79.

NOTE: Nonadditive.

Table 20. Pay for time spent in agreement negotiations by government function

(In State and local government agreements, 1978-79)¹

Government function	All agreements		Reference to pay						No reference to pay	
	Agreements	Workers	Total		Pay ²		No pay ³		Agreements	Workers
			Agreements	Workers	Agreements	Workers	Agreements	Workers		
Total	497	640,772	138	233,383	132	185,983	6	47,400	359	407,389
Law enforcement	50	23,400	15	11,150	15	11,150	-	-	35	12,250
Central administration	12	69,600	3	45,850	2	9,850	1	36,000	9	23,750
Regulatory agencies	1	3,300	-	-	-	-	-	-	1	3,300
Social welfare	16	17,850	6	1,450	6	1,450	-	-	10	16,400
Fire protection	25	9,167	12	3,717	11	3,267	1	450	13	5,450
Employment security services	1	2,500	-	-	-	-	-	-	1	2,500
Education	129	155,124	40	89,466	38	88,366	2	1,100	89	65,658
Courts	8	2,100	1	300	1	300	-	-	7	1,800
Corrections	9	7,550	4	1,750	4	1,750	-	-	5	5,800
Central services	4	2,975	1	75	1	75	-	-	3	2,900
Public works	25	7,200	5	1,300	5	1,300	-	-	20	5,900
Public utilities	8	5,600	1	2,300	1	2,300	-	-	7	3,300
Sanitation services	9	3,015	4	1,850	3	850	1	1,000	5	1,165
Urban development	8	1,350	2	250	2	250	-	-	6	1,100
Agricultural services	2	350	-	-	-	-	-	-	2	350
Animal welfare services	4	3,350	2	1,650	2	1,650	-	-	2	1,700
Public transportation	36	42,675	4	1,900	4	1,900	-	-	32	40,775
Parks and recreation	2	750	-	-	-	-	-	-	2	750
Health services	44	55,591	12	33,900	12	33,900	-	-	32	21,691
Library services	7	1,150	1	200	1	200	-	-	6	950
Jurisdiction-wide	87	216,325	23	34,925	22	26,075	1	8,850	64	181,400
Except fire or police	1	250	-	-	-	-	-	-	1	250
Other exclusion	9	9,600	2	1,350	2	1,350	-	-	7	8,250

¹ The vast majority of agreements were scheduled to expire during 1978-79.

² Includes full or partial pay to some or all union

representatives.

³ Includes only specific statements that the employer will not pay for the activity.

Table 21. Personnel eligible for pay and limits on paid agreement negotiation time by government function

(In State and local government agreements, 1978-79)¹

Government function	All agreements		Reference to negotiation pay						No reference to negotiation pay	
	Agree-ments	Workers	Total		Limitations on—				Agree-ments	Workers
			Agree-ments	Workers	Eligible personnel		Paid time			
					Agree-ments	Workers	Agree-ments	Workers		
Total	497	640,772	132	185,983	95	117,577	39	75,625	365	454,789
Law enforcement	50	23,400	15	11,150	11	8,450	6	6,200	35	12,250
Central administration	12	69,600	2	9,850	1	9,250	1	9,250	10	59,750
Regulatory agencies	1	3,300	-	-	-	-	-	-	1	3,300
Social welfare	16	17,850	6	1,450	6	1,450	2	350	10	16,400
Fire protection	25	9,167	11	3,267	9	2,817	2	550	14	5,900
Employment security services	1	2,500	-	-	-	-	-	-	1	2,500
Education	129	155,124	38	88,366	17	30,310	11	30,950	91	66,758
Courts	8	2,100	1	300	1	300	-	-	7	1,800
Corrections	9	7,550	4	1,750	4	1,750	1	150	5	5,800
Central services	4	2,975	1	75	1	75	1	75	3	2,900
Public works	25	7,200	5	1,300	5	1,300	2	250	20	5,900
Public utilities	8	5,600	1	2,300	1	2,300	-	-	7	3,300
Sanitation services	9	3,015	3	850	3	850	-	-	6	2,165
Urban development	8	1,350	2	250	1	150	1	150	6	1,100
Agricultural services	2	350	-	-	-	-	-	-	2	350
Animal welfare services	4	3,350	2	1,650	2	1,650	-	-	2	1,700
Public transportation	36	42,675	4	1,900	4	1,900	-	-	32	40,775
Parks and recreation	2	750	-	-	-	-	-	-	2	750
Health services	44	55,591	12	33,900	9	32,450	4	23,650	32	21,691
Library services	7	1,150	1	200	-	-	-	-	6	950
Jurisdiction-wide	87	216,325	22	26,075	19	21,575	8	4,050	65	190,250
Except fire or police	1	250	-	-	-	-	-	-	1	250
Other exclusion	9	9,600	2	1,350	1	1,000	-	-	7	8,250

¹ The vast majority of agreements were scheduled to expire during 1978-79.

NOTE: Nonadditive.

Table 22. Pay for time spent on safety committee activities by government function

(In State and local government agreements, 1978-79)¹

Government function	All agreements		Reference to safety committees						No reference to safety committees	
	Agreements	Workers	Total		Pay ²		No reference to pay		Agreements	Workers
			Agreements	Workers	Agreements	Workers	Agreements	Workers		
Total	497	640,772	123	244,435	40	98,140	83	146,295	374	396,337
Law enforcement	50	23,400	6	3,950	3	3,100	3	850	44	19,450
Central administration	12	69,600	5	65,950	2	9,850	3	56,100	7	3,650
Regulatory agencies	1	3,300	-	-	-	-	-	-	1	3,300
Social welfare	16	17,850	3	1,050	1	100	2	950	13	16,800
Fire protection	25	9,167	10	4,600	4	2,250	6	2,350	15	4,567
Employment security services	1	2,500	-	-	-	-	-	-	1	2,500
Education	129	155,124	19	15,985	8	4,190	11	11,795	110	139,139
Courts	8	2,100	1	300	-	-	1	300	7	1,800
Corrections	9	7,550	4	4,100	2	1,450	2	2,650	5	3,450
Central services	4	2,975	1	2,200	-	-	1	2,200	3	775
Public works	25	7,200	10	2,900	1	100	9	2,800	15	4,300
Public utilities	8	5,600	5	3,300	1	100	4	3,200	3	2,300
Sanitation services	9	3,015	3	600	1	100	2	500	6	2,415
Urban development	8	1,350	2	300	-	-	2	300	6	1,050
Agricultural services	2	350	-	-	-	-	-	-	2	350
Animal welfare services	4	3,350	3	2,250	1	600	2	1,650	1	1,100
Public transportation	36	42,675	6	3,450	3	2,700	3	750	30	39,225
Parks and recreation	2	750	-	-	-	-	-	-	2	750
Health services	44	55,591	12	23,400	4	9,750	8	13,650	32	32,191
Library services	7	1,150	2	550	-	-	2	550	5	600
Jurisdiction-wide	87	216,325	29	106,600	8	62,350	21	44,250	58	109,725
Except fire or police	1	250	-	-	-	-	-	-	1	250
Other exclusion	9	9,600	2	2,950	1	1,500	1	1,450	7	6,650

¹ The vast majority of agreements were scheduled to expire during 1978-79.

² Includes full or partial pay to some or all union representatives.

Table 23. Pay for time attending labor-management meetings by government function

(In State and local government agreements, 1978-79)¹

Government function	All agreements		Reference to labor-management meetings						No reference to meetings	
	Agreements	Workers	Total		Pay ²		No reference to pay		Agreements	Workers
			Agreements	Workers	Agreements	Workers	Agreements	Workers		
Total	497	640,772	202	309,851	97	176,765	105	133,086	295	330,921
Law enforcement	50	23,400	22	9,600	11	5,400	11	4,200	28	13,800
Central administration	12	69,600	4	10,400	3	9,450	1	950	8	59,200
Regulatory agencies	1	3,300	-	-	-	-	-	-	1	3,300
Social welfare	16	17,850	7	1,800	2	550	5	1,250	9	16,050
Fire protection	25	9,167	5	1,450	4	1,150	1	300	20	7,717
Employment security services	1	2,500	1	2,500	1	2,500	-	-	-	-
Education	129	155,124	64	93,044	29	34,949	35	58,095	65	62,080
Courts	8	2,100	2	300	1	200	1	100	6	1,800
Corrections	9	7,550	4	4,150	2	3,850	2	300	5	3,400
Central services	4	2,975	1	200	-	-	1	200	3	2,775
Public works	25	7,200	9	2,350	4	600	5	1,750	16	4,850
Public utilities	8	5,600	1	100	1	100	-	-	7	5,500
Sanitation services	9	3,015	2	600	2	600	-	-	7	2,415
Urban development	8	1,350	2	500	1	200	1	300	6	850
Agricultural services	2	350	1	300	-	-	1	300	1	50
Animal welfare services	4	3,350	1	700	1	700	-	-	3	2,650
Public transportation	36	42,675	12	7,475	4	2,300	8	5,175	24	35,200
Parks and recreation	2	750	2	750	1	100	1	650	-	-
Health services	44	55,591	22	36,782	8	13,516	14	23,266	22	18,809
Library services	7	1,150	3	450	2	300	1	150	4	700
Jurisdiction-wide	87	216,325	34	134,800	18	98,950	16	35,850	53	81,525
Except fire or police	1	250	1	250	-	-	1	250	-	-
Other exclusion	9	9,600	2	1,350	2	1,350	-	-	7	8,250

¹ The vast majority of agreements were scheduled to expire during 1978-79.

² Includes full or partial pay to some or all union representatives.

Table 24. Personnel eligible for pay, and limits on pay for union-management meetings by government function

(In State and local government agreements, 1978-79)¹

Government function	All agreements		Reference to labor-management meetings								No reference to meetings	
	Agree-ments	Workers	Total		Pay		Limitations on—				Agree-ments	Workers
			Agree-ments	Workers	Agree-ments	Workers	Eligible personnel		Paid time			
							Agree-ments	Workers	Agree-ments	Workers		
Total	497	640,772	202	309,851	97	176,765	76	132,565	34	91,859	295	330,921
Law enforcement	50	23,400	22	9,600	11	5,400	9	5,000	1	450	28	13,800
Central administration	12	69,600	4	10,400	3	9,450	2	9,350	2	9,350	8	59,200
Regulatory agencies	1	3,300	-	-	-	-	-	-	-	-	1	3,300
Social welfare	16	17,850	7	1,800	2	550	1	250	-	-	9	16,050
Fire protection	25	9,167	5	1,450	4	1,150	3	700	3	700	20	7,717
Employment security services ...	1	2,500	1	2,500	1	2,500	1	2,500	-	-	-	-
Education	129	155,124	64	93,044	29	34,949	25	16,149	12	7,009	65	62,080
Courts	8	2,100	2	300	1	200	1	200	-	-	6	1,800
Corrections	9	7,550	4	4,150	2	3,850	1	1,350	1	2,500	5	3,400
Central services	4	2,975	1	200	-	-	-	-	-	-	3	2,775
Public works	25	7,200	9	2,350	4	600	3	350	-	-	16	4,850
Public utilities	8	5,600	1	100	1	100	1	100	-	-	7	5,500
Sanitation services	9	3,015	2	600	2	600	2	600	-	-	7	2,415
Urban development	8	1,350	2	500	1	200	-	-	-	-	6	850
Agricultural services	2	350	1	300	-	-	-	-	-	-	1	50
Animal welfare services	4	3,350	1	700	1	700	-	-	-	-	3	2,650
Public transportation	36	42,675	12	7,475	4	2,300	3	1,850	3	1,950	24	35,200
Parks and recreation	2	750	2	750	1	100	1	100	1	100	-	-
Health services	44	55,591	22	36,782	8	13,516	7	13,216	2	4,650	22	18,809
Library services	7	1,150	3	450	2	300	1	200	-	-	4	700
Jurisdiction-wide	87	216,325	34	134,800	18	98,950	14	79,650	9	65,150	53	81,525
Except fire or police	1	250	1	250	-	-	-	-	-	-	-	-
Other exclusion	9	9,600	2	1,350	2	1,350	1	1,000	-	-	7	8,250

¹ The vast majority of agreements were scheduled to expire during 1978-79.

NOTE: Nonadditive.

Table 25. Seniority rights during leave for union business by government function

(In State and local government agreements, 1978-79)¹

Government function	Total referring to union leave		Seniority rights								No reference to seniority rights	
	Agreements	Workers	Total		Accrue		Accrue for limited period		Maintained, do not accrue		Agreements	Workers
			Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers		
Total	297	528,443	119	182,941	90	131,616	11	31,800	18	19,525	178	345,502
Law enforcement	25	15,025	3	575	3	575	-	-	-	-	22	14,450
Central administration	6	66,200	-	-	-	-	-	-	-	-	6	66,200
Regulatory agencies	1	3,300	1	3,300	-	-	1	3,300	-	-	-	-
Social welfare	11	15,400	3	11,600	3	11,600	-	-	-	-	8	3,800
Fire protection	18	5,467	2	550	1	250	1	300	-	-	16	4,917
Employment security services ..	-	-	-	-	-	-	-	-	-	-	-	-
Education	81	123,260	35	44,625	30	38,875	1	100	4	5,650	46	78,635
Courts	1	300	1	300	-	-	1	300	-	-	-	-
Corrections	5	4,250	2	2,650	2	2,650	-	-	-	-	3	1,600
Central services	3	2,775	1	75	-	-	-	-	1	75	2	2,700
Public works	11	3,500	6	1,100	6	1,100	-	-	-	-	5	2,400
Public utilities	5	5,200	5	5,200	3	4,500	1	150	1	550	-	-
Sanitation services	6	2,350	-	-	-	-	-	-	-	-	6	2,350
Urban development	4	650	3	550	2	400	-	-	1	150	1	100
Agricultural services	1	50	-	-	-	-	-	-	-	-	1	50
Animal welfare services	2	1,650	-	-	-	-	-	-	-	-	2	1,650
Public transportation	29	40,375	20	21,475	14	13,525	-	-	6	7,950	9	18,900
Parks and recreation	-	-	-	-	-	-	-	-	-	-	-	-
Health services	24	41,241	18	16,191	12	8,891	3	3,250	3	4,050	6	25,050
Library services	3	550	1	100	-	-	-	-	1	100	2	450
Jurisdiction-wide	57	192,000	15	71,250	11	45,850	3	24,400	1	1,000	42	120,750
Except fire or police	-	-	-	-	-	-	-	-	-	-	-	-
Other exclusion	4	4,900	3	3,400	3	3,400	-	-	-	-	1	1,500

¹ The vast majority of agreements were scheduled to expire during 1978-79.

Table 26. Job rights in leave for union business by government function(In State and local government agreements, 1978-79)¹

Government function	All agreements		Reference to union leave						No reference to union leave	
	Agreements	Workers	Total		Job rights provision		No reference to job rights		Agreements	Workers
			Agreements	Workers	Agreements	Workers	Agreements	Workers		
Total	497	640,772	297	528,443	88	144,140	209	384,303	200	112,329
Law enforcement	50	23,400	25	15,025	1	200	24	14,825	25	8,375
Central administration	12	69,600	6	66,200	-	-	6	66,200	6	3,400
Regulatory agencies	1	3,300	1	3,300	1	3,300	-	-	-	-
Social welfare	16	17,850	11	15,400	2	1,600	9	13,800	5	2,450
Fire protection	25	9,167	18	5,467	-	-	18	5,467	7	3,700
Employment security services	1	2,500	-	-	-	-	-	-	1	2,500
Education	129	155,124	81	123,260	40	64,065	41	59,195	48	31,864
Courts	8	2,100	1	300	1	300	-	-	7	1,800
Corrections	9	7,550	5	4,250	1	2,500	4	1,750	4	3,300
Central services	4	2,975	3	2,775	1	75	2	2,700	1	200
Public works	25	7,200	11	3,500	4	450	7	3,050	14	3,700
Public utilities	8	5,600	5	5,200	3	4,500	2	700	3	400
Sanitation services	9	3,015	6	2,350	-	-	6	2,350	3	665
Urban development	8	1,350	4	650	1	200	3	450	4	700
Agricultural services	2	350	1	50	-	-	1	50	1	300
Animal welfare services	4	3,350	2	1,650	-	-	2	1,650	2	1,700
Public transportation	36	42,675	29	40,375	17	32,200	12	8,175	7	2,300
Parks and recreation	2	750	-	-	-	-	-	-	2	750
Health services	44	55,591	24	41,241	9	8,450	15	32,791	20	14,350
Library services	7	1,150	3	550	-	-	3	550	4	600
Jurisdiction-wide	87	216,325	57	192,000	6	25,300	51	166,700	30	24,325
Except fire or police	1	250	-	-	-	-	-	-	1	250
Other exclusion	9	9,600	4	4,900	1	1,000	3	3,900	5	4,700

¹ The vast majority of agreements were scheduled to expire during 1978-79.**Table 27. Employee benefits during leave of absence for union business**(In State and local government agreements, 1978-79)¹

Type of provision	Agreements	Workers
All agreements	497	640,772
Total referring to union leave	297	528,443
Total referring to employee benefits	127	280,967
Protected and accrued	74	180,267
Partially protected and accrued	31	52,100
Not protected and accrued	20	8,400
Benefit status not clear	2	40,200
No reference to employee benefits	170	247,476
No reference to union leave	200	112,329

¹ The vast majority of agreements were scheduled to expire during 1978-79.

Table 28. Leave of absence for union activities by government function(In State and local government agreements, 1978-79)¹

Government function	All agreements		Convention		Union position ²		Training		Meeting		Unspecified	
	Agree-ments	Workers	Agree-ments	Workers	Agree-ments	Workers	Agree-ments	Workers	Agree-ments	Workers	Agree-ments	Workers
Total	497	640,772	111	190,117	187	365,975	48	83,957	112	303,435	126	236,436
Law enforcement	50	23,400	9	2,550	16	9,775	3	550	13	10,975	12	11,100
Central administration	12	69,600	2	9,500	1	600	2	9,500	5	65,600	3	45,500
Regulatory agencies	1	3,300	1	3,300	1	3,300	-	-	1	3,300	1	3,300
Social welfare	16	17,850	4	10,900	7	14,400	4	10,750	4	10,650	4	12,100
Fire protection	25	9,167	12	4,067	6	2,300	5	1,617	11	3,750	4	900
Employment security services ...	1	2,500	-	-	-	-	-	-	-	-	-	-
Education	129	155,124	23	21,400	53	95,625	19	20,740	34	48,060	33	65,945
Courts	8	2,100	1	300	1	300	-	-	-	-	-	-
Corrections	9	7,550	5	4,250	4	4,100	-	-	3	2,750	1	2,500
Central services	4	2,975	-	-	2	2,275	-	-	-	-	3	2,775
Public works	25	7,200	4	1,050	10	3,400	1	100	2	850	5	650
Public utilities	8	5,600	1	2,300	4	3,100	-	-	1	2,300	3	4,550
Sanitation services	9	3,015	3	1,350	3	1,500	1	250	2	1,250	2	600
Urban development	8	1,350	3	500	2	350	-	-	1	100	1	150
Agricultural services	2	350	-	-	1	50	-	-	-	-	-	-
Animal welfare services	4	3,350	2	1,650	-	-	1	950	1	950	1	950
Public transportation	36	42,675	3	550	26	39,825	-	-	1	50	13	22,700
Parks and recreation	2	750	-	-	-	-	-	-	-	-	-	-
Health services	44	55,591	11	33,800	15	25,325	1	450	9	30,400	10	5,716
Library services	7	1,150	1	350	-	-	-	-	1	100	1	100
Jurisdiction-wide	87	216,325	26	92,300	32	155,800	11	39,050	22	121,400	26	53,450
Except fire or police	1	250	-	-	-	-	-	-	-	-	-	-
Other exclusion	9	9,600	-	-	3	3,950	-	-	1	950	3	3,450

¹ The vast majority of agreements were scheduled to expire during 1978-79.² Includes either elective or appointive position, or both.
NOTE: Nonadditive.

Table 29. Limitations on leave of absence for union business by government function

(In State and local government agreements, 1978-79)¹

Government function	All agreements		Reference to leave of absence								No reference to leave of absence	
	Agree- ments	Workers	Total		Limitations on—						Agree- ments	Workers
			Agree- ments	Workers	Eligible personnel		Length of leave		Employer right to deny leave			
					Agree- ments	Workers	Agree- ments	Workers	Agree- ments	Workers		
Total	497	640,772	297	528,443	116	215,825	194	395,727	101	265,495	200	112,329
Law enforcement	50	23,400	25	15,025	10	4,800	16	9,625	10	9,550	25	8,375
Central administration	12	69,600	6	66,200	2	20,250	4	65,500	4	65,850	6	3,400
Regulatory agencies	1	3,300	1	3,300	-	-	1	3,300	-	-	-	-
Social welfare	16	17,850	11	15,400	4	12,100	9	13,600	6	12,500	5	2,450
Fire protection	25	9,167	18	5,467	8	2,650	8	2,467	5	2,250	7	3,700
Employment security services ...	1	2,500	-	-	-	-	-	-	-	-	1	2,500
Education	129	155,124	81	123,260	33	38,425	61	88,535	25	25,595	48	31,864
Courts	8	2,100	1	300	1	300	1	300	-	-	7	1,800
Corrections	9	7,550	5	4,250	1	2,500	1	2,500	3	4,000	4	3,300
Central services	4	2,975	3	2,775	2	2,700	3	2,775	-	-	1	200
Public works	25	7,200	11	3,500	3	1,200	7	1,500	2	1,150	14	3,700
Public utilities	8	5,600	5	5,200	1	2,300	4	5,050	1	2,300	3	400
Sanitation services	9	3,015	6	2,350	1	250	2	750	3	450	3	665
Urban development	8	1,350	4	650	2	350	2	300	-	-	4	700
Agricultural services	2	350	1	50	-	-	1	50	1	50	1	300
Animal welfare services	4	3,350	2	1,650	2	1,650	2	1,650	1	950	2	1,700
Public transportation	36	42,675	29	40,375	7	11,250	6	5,000	7	5,050	7	2,300
Parks and recreation	2	750	-	-	-	-	-	-	-	-	2	750
Health services	44	55,591	24	41,241	12	22,300	18	36,375	7	28,100	20	14,350
Library services	7	1,150	3	550	-	-	-	-	2	450	4	600
Jurisdiction-wide	87	216,325	57	192,000	26	91,800	45	153,000	22	105,300	30	24,325
Except fire or police	1	250	-	-	-	-	-	-	-	-	1	250
Other exclusion	9	9,600	4	4,900	1	1,000	3	3,450	2	1,950	5	4,700

¹ The vast majority of agreements were scheduled to expire during 1978-79.

NOTE: Nonadditive.

Table 30. Provisions for extension of leave for union business by government function

(In State and local government agreements, 1978-79)¹

Government function	All agreements		Total referring to union leave		Extension provision			
	Agreements	Workers	Agreements	Workers	Present		Not present	
					Agreements	Workers	Agreements	Workers
Total	497	640,772	297	528,443	78	165,900	219	362,543
Law enforcement	50	23,400	25	15,025	5	6,100	20	8,925
Central administration	12	69,600	6	66,200	-	-	6	66,200
Regulatory agencies	1	3,300	1	3,300	1	3,300	-	-
Social welfare	16	17,850	11	15,400	3	10,750	8	4,650
Fire protection	25	9,167	18	5,467	1	250	17	5,217
Employment security services	1	2,500	-	-	-	-	-	-
Education	129	155,124	81	123,260	29	60,400	52	62,860
Courts	8	2,100	1	300	1	300	-	-
Corrections	9	7,550	5	4,250	1	100	4	4,150
Central services	4	2,975	3	2,775	1	2,200	2	575
Public works	25	7,200	11	3,500	2	600	9	2,900
Public utilities	8	5,600	5	5,200	2	2,450	3	2,750
Sanitation services	9	3,015	6	2,350	1	400	5	1,950
Urban development	8	1,350	4	650	1	150	3	500
Agricultural services	2	350	1	50	1	50	-	-
Animal welfare services	4	3,350	2	1,650	-	-	2	1,650
Public transportation	36	42,675	29	40,375	2	1,350	27	39,025
Parks and recreation	2	750	-	-	-	-	-	-
Health services	44	55,591	24	41,241	12	26,100	12	15,141
Library services	7	1,150	3	550	-	-	3	550
Jurisdiction-wide	87	216,325	57	192,000	14	49,950	43	142,050
Except fire or police	1	250	-	-	-	-	-	-
Other exclusion	9	9,600	4	4,900	1	1,450	3	3,450

¹ The vast majority of agreements were scheduled to expire during 1978-79.

Appendix. 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 . . . Kroehler Manufacturing Co., 11 plants, Interstate.	April 1980 Upholsterers (UIU)
2 . . . Mesta Machine Co., West Homestead, Pa.	March 1981 Steelworkers (USA)
3 . . . Dan River, Inc., Danville Division, Danville, Va.	May 1978 United Textile Workers (UTWA)
4 . . . Firestone Tire and Rubber Co., Electric Wheel Co. Division, Quincy, Ill.	March 1981 Auto Workers (UAW) (Ind.)
5 . . . Union Carbide Corp., Nuclear Division, Oak Ridge Diffusion plant, Oak Ridge, Tenn.	October 1981 Oil, Chemical and Atomic Workers (OCAW)
6 . . . Mountain States Telephone and Telegraph Co., Interstate. . .	August 1980 Communications Workers (CWA)
7 . . . Magnavox Co. of Tennessee, Jefferson City, Tenn.	June 1981 Electrical Workers (IUE)
8 . . . Toledo Edison Co., Toledo, Ohio	May 1981 Electrical Workers (IBEW)
9 . . . Outboard Marine Corp., Galesburg, Ill.	May 1980 Independent Marine and Machinists Association (Ind.)
10 . . . Jones and Laughlin Steel Corp., Interstate.	August 1980 Steelworkers (USA)
11 . . . Revere Copper and Brass, Inc., Rome Division, Rome, N.Y.	October 1980 Mechanics Educational Society (MESA)
12 . . . Monroe Auto Equipment Co., Hartwell, Ga. plant	December 1980 Auto Workers (UAW) (Ind.)
13 . . . Tropicana Products, Inc., Ft. Pierce, Fla.	November 1980 Teamsters (IBT) (Ind.)
14 . . . Borg-Warner Corp., York Division, Decatur Works, Ill.	April 1980 Allied Industrial Workers (AIW)
15 . . . General Tire and Rubber Co., Ohio and Tex.	May 1979 Rubber Workers (URW)
16 . . . Zenith Radio Corp., Springfield, Mo.	September 1980 Electrical Workers (IBEW)
17 . . . Sundstrand Corp., Rockford and Belvidere, Ill.	May 1980 Auto Workers (UAW) (Ind.)
18 . . . Diamond Chain Co., Indianapolis, Ind.	September 1977 Steelworkers (USA)
19 . . . Marshall Field and Co., Chicago, Ill.	June 1977 Service Employees (SEIU)
20 . . . Dow Chemical Co., Midland Division, Midland, Mich.	February 1980 Steelworkers (USA)
21 . . . New Jersey Zinc Co., Palmerton and Bethlehem, Pa.	August 1978 Steelworkers (USA)
22 . . . Woodworkers Association of Chicago, Mill Division, Ill.	May 1979 Carpenters (CJA)

- 23 . . . Potomac Electric Power Co.,
Washington, D.C. May 1979
Electric Utility Employees
Union (Ind.)
- 24 . . . Colt Industries Operating Corp.,
Chandler Evans, Inc., and
Pratt and Whitney Machine
Tool Division, West Hartford,
Conn. February 1980
Auto Workers (UAW) (Ind.)
- 25 . . . General Portland, Inc.,
Interstate April 1981
Cement Workers (CLGW)
- 26 . . . Whirlpool Corp.,
St. Joseph Division plants,
St. Joseph, Mich. May 1979
Machinists (IAM)
- 27 . . . Northwestern Mutual Life
Insurance Co., Wis. April 1978
Office and Professional
Employees (OPEIU)
- 28 . . . Whirlpool Corp., Ft. Smith
Division, Ft. Smith,
Ark. September 1980
Allied Industrial Workers
(AIW)
- 29 . . . Dennison Manufacturing Co.,
National Blank Book Co.
Division, Holyoke, Mass. . . February 1981
Graphic Arts (GAIU)
- 30 . . . Cleveland Electric Illuminating
Co., 3 divisions, Ohio . . . April 1980
Utility Workers (UWU)
- 31 . . . Caterpillar Tractor Co.,
Joliet, Ill. January 1980
Machinists (IAM)
- 32 . . . Rockwell International Corp.,
Collins Radio Group,
Dallas, Tex. April 1979
Electrical Workers (IUE)
- 33 . . . Building Materials Dealers
of Greater Cleveland,
Ohio April 1980
Teamsters (IBT) (Ind.)
- 34 . . . Campbell Soup Co.,
Napoleon, Ohio January 1980
Food and Commercial
Workers (UFCW)
- 35 . . . Wheeling-Pittsburgh Steel Corp.,
Mon-Valley plants,
Monessen and Allentown,
Pa. August 1980
Steelworkers (USA)
- 36 . . . North American Royalties, Inc.,
Wheland Foundry Division,
Tenn. April 1979
Steelworkers (USA)
- 37 . . . Mack Trucks Inc.,
Master Shop Agreement,
Interstate October 1979
Auto Workers (UAW) (Ind.)
- 38 . . . General Mills Food Group, Inc.,
Kenner Products Division,
Cincinnati, Ohio January 1980
Allied Industrial Workers
(AIW)
- 39 . . . Confectioners Industrial
Relations Board, Inc.,
Greater New York and
vicinity, N.Y. September 1981
Bakery and Confectionery
Workers (BCW)
- 40 . . . Great Atlantic and Pacific
Tea Co., Inc.,
N.Y. and N.J. August 1980
Food and Commercial
Workers (UFCW)
- 41 . . . Mobil Oil Corp.,
La., Okla. and Tex. March 1979
Associated Petroleum
Employees (Ind.)
- 42 . . . Dayco Corp.,
Southern Division,
Waynesville, N.C. April 1980
Rubber Workers (URW)
- 43 . . . Borg-Warner Corp.,
York Division, Pa. October 1978
Auto Workers (UAW)
(Ind.)
- 44 . . . Procter and Gamble
Manufacturing Co.,
Port Ivory, N.Y. and
Woodbridge, N.J. November 1979
Independent Oil and
Chemical Workers,
Inc. (Ind.)
- 45 . . . GTE Sylvania Inc.,
Smithfield, N.C. December 1979
Communications Workers
(CWA)
- 46 . . . Carolina Telephone and
Telegraph Co., N.C. September 1979
Communications Workers
(CWA)
- 47 . . . Koppers Co., Inc.,
Metal Products Division,
Baltimore, Md. Products . October 1980
Machinists (IAM)

- 48 . . . Century Brass Products, Inc.,
Waterbury Divisions and
New Milford plant, Conn. . . August 1981
Auto Workers (UAW) (Ind.)
- 49 . . . A.E. Staley Manufacturing Co.,
Decatur, Ill. October 1980
Allied Industrial Workers
(AIW)
- 50 . . . Deere and Co.,
Iowa and Ill. October 1979
Auto Workers (UAW) (Ind.)
- 51 . . . ICI United States, Inc.,
Indiana Army Ammunition
Plant, Charlestown, Ind. . . November 1980
Chemical Workers (ICW)
- 52 . . . Fiberboard Corp.,
Calif., Ore., and Wash. . . . March 1978
Western Pulp and
Paper Workers (WPPW)
(Ind.)
- 53 . . . Chrysler Corp.,
Dayton plants,
Ohio October 1979
Electrical Workers (IUE)
- 54 . . . Southwestern Bell Telephone
Co., Interstate August 1980
Communications Workers
(CWA)
- 55 . . . Arizona Public Service Co.,
Phoenix, Ariz. March 1978
Electrical Workers (IBEW)
- 56 . . . Laclede Steel Co., Alton
Works, Ill. September 1980
Steelworkers (USA)
- 57 . . . Paul Revere Corp.,
Farm Equipment Division,
Coldwater, Ohio April 1981
Steelworkers (USA)
- 58 . . . Allis-Chalmers Corp.,
West Allis plant,
Wis. November 1979
Auto Workers (UAW) (Ind.)
- 59 . . . Wheeling-Pittsburgh Steel Corp.,
Ohio Valley plants,
Wheeling, W. Va. August 1980
Steelworkers (USA)
- 60 . . . Elevator Manufacturers'
Association of New York,
Inc., N.Y. June 1978
Elevator Constructors (IUEC)
- 61 . . . Gates Rubber Co.,
Denver, Colo. August 1982
Rubber Workers (URW)
- 62 . . . Rockwell International Corp.,
National Agreement,
Interstate February 1980
Auto Workers (UAW) (Ind.)
- 63 . . . Popular Price Dress Contractors
Association Inc., and
United Better Dress
Manufacturers' Association,
Inc., Interstate May 1979
Ladies' Garment Workers
(ILGWU)
- 64 . . . Texaco, Inc., Port Arthur
Plant and Terminal,
Tex. January 1981
Oil, Chemical, and
Atomic Workers (OCAW)
- 65 . . . Hygrade Food Products Corp.,
Interstate September 1979
Food and Commercial
Workers (UFCW)
- 66 . . . Weyerhaeuser Co.,
Plymouth, N.C. August 1980
Paperworkers (UPIU)
Electrical Workers (IUE)
- 67 . . . Lever Brothers Co.,
Master Agreement,
Interstate March 1979
Chemical Workers (ICW)
- 68 . . . Aluminum Co. of America,
Interstate May 1980
Steelworkers (USA)
- 69 . . . Ideal Basic Industries, Inc.,
Interstate April 1978
Cement Workers (CLG)
- 70 . . . Northwestern Steel and Wire Co.,
Sterling, Ill. August 1980
Steelworkers (USA)
- 71 . . . Associated General Contractors
of Massachusetts, Inc., and
three others June 1981
Carpenters (CJA)
- 72 . . . Associated General Contractors
of Massachusetts, Inc.,
and two others June 1979
Ironworkers (BSOIW)
- 73 . . . Warner Lambert and Co.,
Pharmaceutical Division,
Detroit, Rochester
and Allen Park plants,
Mich. April 1981
Oil, Chemical, and Atomic
Workers (OCAW)
- 74 . . . Gulf Oil Co.
Port Arthur, Tex. January 1981
Oil, Chemical, and Atomic
Workers (OCAW)

- 75 . . . Dayton Tire and Rubber Co.,
Dayton, Ohio plant August 1980
Rubber Workers (URW)
- 76 . . . Anthracite Coal Operators,
Pa. May 1981
Mine Workers (UMW) (Ind.)
- 77 . . . Union Carbide Corp.,
Chemicals and Plastics
Operations Division,
South Charleston, W. Va. October 1979
Machinists (IAM)
- 78 . . . Ford Aerospace and
Communications Corp.,
Refrigeration Products
Division,
Connersville, Ind. June 1981
Electrical Workers (IUE)
- 79 . . . Stanadyne Inc., Chicago
Division,
Bellwood, Ill. April 1980
Auto Workers (UAW) (Ind.)
- 80 . . . Inland Steel Corp.,
Indiana Harbor Works,
East Chicago, Ind. August 1980
Steelworkers (USA)
- 81 . . . Lynchburg Foundry Co.,
Radford Plant,
Radford, Va. April 1979
Steelworkers (USA)
- 82 . . . Council of Hawaii Hotels,
Hi. May 1982
Hotel and Restaurant
Employees (HREU)
- 83 . . . Cleveland Food Industry
Committee,
Northeastern Ohio,
Erie County, Pa. August 1980
Food and Commercial
Workers (UFCW)
- 84 . . . American Motors Corp.,
Wis. September 1978
Auto Workers (UAW) (Ind.)
- 85 . . . Combustion Engine, Inc.,
Chattanooga, Tenn. June 1980
Boilermakers (BBF)
- 86 . . . Interlake, Inc., Newport and
Wilder, Ky. August 1980
Steelworkers (USA)
- 87 . . . National Master Freight
Agreement, Western States
Area, Office Employees
Supplement, Interstate March 1979
Teamsters (IBT) (Ind.)
- 88 . . . Associated Press,
Interstate December 1978
Newspaper Guild (TNG)
- 89 . . . Pacific Telephone and
Telegraph Co.,
Bell Telephone Co. of
Nevada, Calif. and
Nev. August 1980
Electrical Workers (IBEW)
- 90 . . . National Steel and Ship-
building Co.,
San Diego, Calif. September 1978
Machinists (IAM)
Carpenters (CJA)
Painters (PAT)
- 91 . . . Honeywell Inc., Minneapolis
and St. Paul, Minn. July 1980
Teamsters (IBT) (Ind.)
- 92 . . . Private Community and
Social Service Agencies,
New York, N.Y. January 1977
State, County, and
Municipal Employees
(AFSCME)
- 93 . . . General Electric Co.,
Interstate June 1979
Electrical Workers (IUE)
- 94 . . . Monsanto Co.,
John F. Queeny plant,
St. Louis, Mo. April 1981
Chemical Workers (ICW)
- 95 . . . Del Monte Corp.,
Midwest Division January 1981
Retail, Wholesale and
Department Store (RWDSU)
- 96 . . . Tanners Association of Fulton
County, Inc., New York December 1980
Clothing and Textile Workers
(ACTWU)
- 97 . . . Packinghouse Agreement,
Calif., and Ariz. March 1980
Food and Commercial
Workers (UFCW)
- 98 . . . American Home Foods, Inc.,
Chef-Boy-Ar-Dee
Division, Milton, Pa. January 1981
Food and Commercial Workers
(UFCW)
- 99 . . . RCA Corp., RCA Service Co.
Division, Interstate November 1980
Electrical Workers (IBEW)
- 100 . . . Fieldcrest Mills Inc.,
Interstate February 1981
Clothing and Textile
Workers (ACTWU)
- 101 . . . General Telephone Co. of
Wisconsin January 1979
Communications Workers
(CWA)

- 102 . . . Phelps Dodge Corp., Morenci
Branch, Ariz. June 1980
Steelworkers (USA)
- 103 . . . General Telephone of the
Southwest, Tex., Okla.,
N. Mex., Ark. May 1980
Communications Workers
(CWA)
- 104 . . . Western Union Telegraph Co.,
Interstate July 1979
Communications Workers
(CWA)
- 105 . . . Southern California Edison Co.,
Calif. and Nev. December 1977
Electrical Workers (IBEW)
- 106 . . . New York Telephone Co. August 1980
Telecommunications
International Union (TIU)
(Ind.)
- 107 . . . Western Electric Co., Inc.,
Installation Department,
Interstate August 1980
Communications Workers
(CWA)
- 108 . . . League of Voluntary Hospitals
and Homes of New York,
N.Y. June 1980
Retail, Wholesale and
Department Store (RWDSU)
- 109 . . . United Parcel Service, New York
N.Y. April 1979
Teamsters (IBT) (Ind.)
- 110 . . . Stewart-Warner Corp.,
Chicago, Ill. December 1979
Electrical Workers (IBEW)
- 111 . . . Olin Corp., New Haven and
Branford, Conn. July 1979
Machinists (IAM)
- 112 . . . General Public Utilities Corp.,
Metropolitan Edison Co.,
Pa. April 1980
Electrical Workers (IBEW)
- 113 . . . Libbey-Owens-Ford Co.,
Interstate October 1980
Glass and Ceramic Workers
(UGCW)
- 114 . . . Farah Manufacturing Co., Inc.,
El Paso, Tex. February 1980
Clothing and Textile
Workers (ACTWU)
- 115 . . . California Metal Trades
Association,
Fresno and Madera,
Calif. March 1979
Teamsters (IBT) (Ind.)
- 116 . . . Harley-Davidson Motor Co.,
Milwaukee, Wis. July 1980
Allied Industrial Workers
(AIW)
- 117 . . . Raytheon Co., Refrigeration
Division, Amana, Iowa September 1980
Machinists (IAM)
- 118 . . . Utah Power and Light Co.,
Utah, Wyo., Ida. January 1979
Electrical Workers (IBEW)
- 119 . . . Robertshaw Controls Co.,
Grayson Controls Division,
Long Beach, Calif. May 1980
Auto Workers (UAW) (Ind.)
- 120 . . . The Kroger Co.,
Pittsburgh, Pa. September 1980
Food and Commercial
Workers (UFCW)
- 121 . . . Ore-Ida Inc., Burley, Ida. June 1980
Food and Commercial
Workers (UFCW)
- 122 . . . Western Electric Co., Inc.,
Phoenix Works, Ariz. August 1980
Communications Workers
(CWA)
- 123 . . . Consolidated Edison of New
York, Inc., June 1980
Utility Workers (UWU)
- 124 . . . Kellogg Co., Interstate September 1981
Grain Millers (AFGM)
- 125 . . . National Union Electric Corp.,
Eureka Co. Division,
Bloomington and Normal,
Ill. January 1979
Machinists (IAM)
- 126 . . . International Harvester Co.,
Interstate November 1979
Auto Workers (UAW) (Ind.)
- 127 . . . Bituminous Coal Operators
Association, Interstate March 1981
Mine Workers (UMW) (Ind.)
- 128 . . . Samsonite Corp., Denver,
Colo. March 1981
Rubber Workers (URW)
- 129 . . . Independent Association of
Sugar Beet Companies,
Interstate August 1980
Grain Millers (AFGM)
- 130 . . . Northwestern Bell Telephone
Co., Interstate August 1980
Communications Workers
(CWA)

- 131 . . . Reliance Electric Co., 4 plants,
Ohio June 1980
Electrical Workers (IUE)
- 132 . . . Public Service Co. of Colorado,
Denver, Colo. November 1979
Electrical Workers (IBEW)
- 133 . . . White Motor Corp.,
White Farm Equipment Co.
Shop, Charles City,
Iowa April 1980
Auto Workers (UAW) (Ind.)
- 134 . . . The Kroger Co., Tex. March 1981
Food and Commercial
Workers (UFCW)
- 135 . . . General Telephone Co.
of Ohio July 1981
Communications Workers
(CWA)
- 136 . . . Metropolitan Taxicab Board
of Trade, Inc.,
New York, N.Y. November 1979
Directly affiliated union of
the AFL-CIO (DALU)
- 137 . . . Carter County Fibers Inc.,
Viscose Plant, Elizabethton,
Tenn. March 1980
Textile Workers (UTWA)
- 138 . . . Babcock and Wilcox Co.,
Tubular Products Division,
Beaver Falls, Pa. August 1980
Teamsters (IBT) (Ind.)
- 139 . . . Union Carbide Corp., Nuclear
Division, Oak Ridge,
Tenn. June 1981
Directly affiliated union of
the AFL-CIO (DALU)
- 140 . . . Hughes Aircraft Co., Tucson
Manufacturing Division,
Ariz. October 1981
Machinists (IAM)
- 141 . . . Chrysler Corp. plant guards,
Interstate September 1979
Guard Workers (PGW) (Ind.)
- 142 . . . Exxon Corp., Baytown,
Tex. April 1980
Gulf Coast Industrial
Workers (Ind.)
- 143 . . . LTV Corp., Vought Systems
Division, Dallas, Tex. March 1981
Auto Workers (UAW) (Ind.)
- 144 . . . Allied Chemical Corp., Auto
Products Division,
Knoxville, Tenn. November 1978
Clothing and Textile
Workers (ACTWU)
- 145 . . . Fruehauf Corp., Maryland
Shipbuilding and Drydock
Co., Baltimore, Md. April 1979
Marine and Shipbuilding
Workers (IUMSW)
- 146 . . . General Electric Co., National
Agreement, Interstate June 1979
Electrical Workers (UE) (Ind.)
- 147 . . . Scott Paper Co., Packaged
Products Division, Everett,
Wash. May 1981
Western Pulp and Paper
Workers (WPPW) (Ind.)
- 148 . . . Ford Motor Co., Body
Engineering Division,
Dearborn, Mich. September 1979
Engineering Office Workers
(Ind.)
- 149 . . . Jeffboat Inc., Jeffersonville,
Ind. April 1981
Teamsters (IBT) (Ind.)
- 150 . . . Clark Equipment Co., Lima
Division, Ohio September 1980
Auto Workers (UAW) (Ind.)
- 151 . . . Hercules, Inc., Covington,
Va. July 1980
Paperworkers (UPIU)
- 152 . . . Food Market Agreement of
Minneapolis, Minn. March 1980
Food and Commercial
Workers (UFCW)
- 153 . . . Cleveland-Cliffs Iron Co.,
Mich. and Minn. August 1980
Steelworkers (USA)
- 154 . . . American National Insurance Co.,
Interstate January 1981
Insurance Workers (IWIU)
- 155 . . . Metropolitan Life Insurance Co.,
Interstate March 1981
Insurance Workers (IWIU)
- 156 . . . Washington, D.C. Food
Employers Labor Relations
Association, D.C. September 1980
Food and Commercial
Workers (UFCW)
- 157 . . . Goodyear Aerospace Corp.,
Akron, Ohio August 1979
Auto Workers (UAW) (Ind.)
- 158 . . . Borg-Warner Corp., Warner
Gear Division, Muncie, Ind. March 1980
Auto Workers (UAW) (Ind.)
- 159 . . . Allied Chemical Corp., Chemical
Division, Syracuse, N.Y. June 1979
Steelworkers (USA)

- 160 . . . Foodtown Supermarkets,
N.Y. and N.J. April 1981
Food and Commercial
Workers (UFCW)
- 161 . . . Western Electric Co., Inc.,
Shreveport, La. August 1980
Electrical Workers (IBEW)
- 162 . . . Independent Hotels Contract,
St. Louis, Mo. November 1979
Hotel and Restaurant
Employees (HREU)
- 163 . . . National Automatic Sprinkler
and Fire Control Association,
Interstate March 1979
Plumbers (PPF)
- 164 . . . San Diego County, Calif.,
Sheriff's Department June 1978
San Diego County Deputy
Sheriffs' Association (Ind.)
- 165 . . . Minnesota; Department of
Transportation,
maintenance trades June 1979
Operating Engineers (IUOE)
- 166 . . . Dane County, Wis.,
non-supervisory law
enforcement unit December 1979
Teamsters (IBT) (Ind.)
- 167 . . . Delaware; Department of Health
and Social Services, Division of
Mental Health Center November 1979
State, County and Municipal
Employees (AFSCME)
- 168 . . . Hennepin County, Minn.,
social service unit December 1980
State, County and Municipal
Employees (AFSCME)
- 169 . . . Alaska; supervisory unit
employees December 1978
Alaska Public Employees
Association (Ind.)
- 170 . . . Waterford School District Board
of Education, Oakland
County, Mich. December 1978
State, County and Municipal
Employees (AFSCME)
- 171 . . . Worcester, Mass.,
multidepartment June 1978
Service Employees (SEIU)
- 172 . . . Oregon; Eastern Oregon
State College February 1979
Oregon State Employees
Association (Ind.)
- 173 . . . Fresno County, Calif.,
Investigators Unit July 1977
Teamsters (IBT) (Ind.)
- 174 . . . Essex County, N.J.,
Essex County College August 1978
National Education
Association (NEA) (Ind.)
- 175 . . . Columbus, Ohio, Board of
Education, non-instructional
employees June 1980
Ohio Association of Public
Employees (Ind.)
- 176 . . . San Jose, Calif., public works and
maintenance employees July 1978
Operating Engineers (IUOE)
- 177 . . . New York, N.Y. Fashion
Institute of Technology January 1979
Teachers (AFT)
- 178 . . . Lane County, Ore.,
multidepartment June 1980
State, County and Municipal
Employees (AFSCME)
- 179 . . . Jersey City, N.J., Board of,
Education, teachers August 1978
National Education
Association (NEA) (Ind.)
- 180 . . . Harford County, Md., Board of
Education, Administrators
and Supervisors Unit June 1979
Association of Public School
Administrators and Supervisors
of Harford County (Ind.)
- 181 . . . New Jersey; State Colleges June 1978
Teachers (AFT)
- 182 . . . Allegheny County, Pa.,
Community College, clerical,
technical, maintenance and
custodial employees August 1979
Service Employees (SEIU)
- 183 . . . Allegheny County, Pa.,
building trades employees June 1979
Building Trades Council
- 184 . . . Des Moines, Iowa,
white collar unit June 1979
Municipal Employees
Association (Ind.)
- 185 . . . Kent County, Mich.,
multidepartment December 1980
Kent County Municipal
Employees Association (Ind.)
- 186 . . . District of Columbia, Department
of Corrections September 1977
Government Employees (AFGE)
- 187 . . . Memphis, Tenn.,
multidivision June 1978
State, County and Municipal
Employees (AFSCME)

- 188 . . . Delaware; Department of Social Services, Division of Social Services July 1977
State, County and Municipal Employees (AFSCME)
- 189 . . . Cuyahoga County, Ohio, Welfare Department February 1980
State, County and Municipal Employees (AFSCME)
- 190 . . . Chicago Transit Authority, Ill., Maintenance and Engineering Departments November 1977
Carpenters (CJA)
- 191 . . . Dade County, Fla., Aviation Department September 1979
State, County and Municipal Employees (AFSCME)
- 192 . . . Ventura County, Calif., Public School Services Agency and Health Services Agency . . . July 1979
Service Employees (SEIU)
- 193 . . . Dade County, Fla., Solid Waste Collection and Public Works Department September 1980
State, County and Municipal Employees (AFSCME)
- 194 . . . Cook County, Ill., Community College, District 508 August 1977
Teachers (AFT)
- 195 . . . Erie County, N.Y., Erie Community College August 1977
Faculty Federation of Erie Community College (Ind.)
- 196 . . . Jersey City, N.J., Fire Department December 1979
Fire Fighters (IAFF)
- 197 . . . Spokane, Wash., Police Department December 1978
Spokane Police Guild (Ind.)
- 198 . . . Stark County, Ohio, Nist Geriatric Nursing Home . . . Open-end
Ohio Civil Service Employees Association (Ind.)
- 199 . . . New York; Professional, Scientific and Technical Services Unit March 1978
Civil Service Employees Association, Inc. (Ind.)
- 200 . . . Oregon; Portland State University August 1978
Oregon State Employees Association (Ind.)
- 201 . . . Washington; Department of Revenue July 1978
Washington Public Employees Association (Ind.)
- 202 . . . Sacramento, Calif., multidepartment June 1979
Operating Engineers (IUOE)
- 203 . . . San Jose, Calif., Fire Department July 1978
Fire Fighters (IAFF)
- 204 . . . Kern County, Calif., multidepartment June 1979
Service Employees (SEIU)
- 205 . . . Burlington County, N.J., Library Commission and Mosquito Extermination Commission December 1979
New Jersey Civil Service Association (Ind.)
- 206 . . . Wisconsin; multidepartment . . . June 1979
State, County and Municipal Employees (AFSCME)
- 207 . . . Pennsylvania; Social and Rehabilitative Employees . . . June 1977
Service Employees (SEIU)
- 208 . . . Bay Area Rapid Transit District, Calif., Clerical and Maintenance Subunits June 1979
Service Employees (SEIU)
- 209 . . . Cleveland City School District, Ohio August 1977
Teachers (AFT)
- 210 . . . Delaware; Department of Health and Social Services, Division of Mental Retardation, Hospital for The Mentally Retarded . . . April 1978
Laborers (LIUNA)
- 211 . . . Pueblo County, Colo., Board of Social Services December 1977
State, County and Municipal Employees (AFSCME)
- 212 . . . Genessee County, Mich., multidepartment December 1978
State, County and Municipal Employees (AFSCME)
- 213 . . . Lucas County, Ohio, Welfare Department February 1979
State, County and Municipal Employees (AFSCME)
- 214 . . . Onondaga County, N.Y., Sheriff's Department December 1978
Deputy Sheriff's Benevolent Association of Onondaga County (Ind.)
- 215 . . . Cook County, Ill. Community College District 508 (City Colleges of Chicago) June 1978
Teachers (AFT)

- 216 . . . Flint, Mich., Hurley Medical Center
licensed practical nurses . . . June 1979
State, County and Municipal
Employees (AFSCME)
- 217 . . . Pennsylvania; Temple University
faculty and librarians . . . June 1980
University Professors
(AAUP) (Ind.)
- 218 . . . New Jersey; State Law
Enforcement Unit . . . June 1979
New Jersey State Policemen's
Benevolent Association (Ind.)
- 219 . . . Wayne County, Mich.,
Board of County Road
Commissioners . . . June 1978
State, County and Municipal
Employees (AFSCME)
- 220 . . . Jacksonville, Fla., nonprofessional
and professional units . . . September 1978
State, County and Municipal
Employees (AFSCME)
- 221 . . . Oakland, Calif.,
Police Department . . . June 1979
Oakland Police Officers
Association (Ind.)
- 222 . . . Cook County, Ill., Proviso
Township High Schools . . . June 1980
Teachers (AFT)
- 223 . . . Dearborn, Mich., Board of
Education, teachers and
nurses . . . June 1978
Teachers (AFT)
- 224 . . . Seattle, Wash., School District No. 1,
non-supervisory educational
employees . . . June 1979
National Education
Association (NEA) (Ind.)
- 225 . . . Tacoma, Wash., School District
No. 10, paraprofessionals . . June 1978
Teachers (AFT)
- 226 . . . Multnomah County, Ore.,
School District No. 1, certified
teaching personnel . . . June 1979
National Education
Association (NEA) (Ind.)
- 227 . . . Phoenix, Ariz., Phoenix Union
High School System,
teachers . . . June 1979
National Education
Association (NEA) (Ind.)
- 228 . . . Montgomery County, Md., Board
of Education, certified
professional personnel . . . June 1980
National Education
Association (NEA) (Ind.)
- 229 . . . Philadelphia, Pa.,
multidepartment . . . June 1980
State, County and Municipal
Employees (AFSCME)
- 230 . . . Kansas City, Area Transportation
Authority, Mo., Kan. . . . November 1977
Transit Union (ATU)
- 231 . . . Ramsey County, Minn.,
St. Paul-Ramsey Hospital . . December 1979
State, County and Municipal
Employees (AFSCME)
- 232 . . . Pennsylvania; Master Agreement,
multidepartment . . . June 1978
State, County and Municipal
Employees (AFSCME)
- 233 . . . Michigan; Eastern Michigan
University, non-faculty
employees . . . June 1980
State, County and Municipal
Employees (AFSCME)
- 234 . . . St. Clair County, Mich., Social
Service and Health
Department . . . December 1977
Nurses (ANA) (Ind.)
- 235 . . . Chicago Transit Authority,
Ill. November 1977
Transit Union (ATU)
- 236 . . . Bi-State Development Agency,
Missouri-Illinois Metropolitan
District (Transit
Department) . . . February 1978
Transit Union (ATU)
- 237 . . . Delaware; Department of Mental
Health, Delaware State
Hospital . . . November 1977
Delaware Licensed Practical
Nurses Association, Inc. (Ind.)
- 238 . . . Baltimore, Md., Mass Transit
Administration . . . December 1977
Transit Union (ATU)
- 239 . . . Saginaw County, Mich.,
Board of County Road
Commissioners . . . December 1979
State, County and Municipal
Employees (AFSCME)
- 240 . . . Denver, Colo., School District
No. 1, teachers . . . December 1979
National Education
Association (NEA) (Ind.)
- 241 . . . Michigan; Western Michigan
University, nonfaculty
employees . . . August 1979
State, County and Municipal
Employees (AFSCME)

- 242 . . . Hawaii; Board of Education,
teachers February 1978
National Education
Association (NEA) (Ind.)
- 243 . . . Michigan Technological
University, nonfaculty September 1977
State, County and Municipal
Employees (AFSCME)
- 244 . . . Philadelphia, Pa., Board of
Education, faculty members
and other employees August 1980
Teachers (AFT)
- 245 . . . Bay Area Rapid Transit
District, Calif., June 1979
Transit Union (ATU)
- 246 . . . Bay County, Mich., Bay County
Road Commission December 1977
State, County and Municipal
Employees (AFSCME)
- 247 . . . Macomb County, Mich., clerical
technical, and supervisory
employees December 1979
State, County and Municipal
Employees (AFSCME)
- 248 . . . Los Angeles County, Calif.,
child welfare workers June 1977
Service Employees (SEIU)
- 249 . . . Milwaukee, Wis., Board of School
Directors, school aides December 1979
National Education
Association (NEA) (Ind.)
- 250 . . . University of Massachusetts,
nonprofessional
employees Open-end
State, County and Municipal
Employees (AFSCME)
- 251 . . . Anchorage, Alas., Telephone
Utility May 1977
Electrical Workers (IBEW)
- 252 . . . New Jersey; Inspection and
Security Unit June 1978
Professional and Technical
Engineers (PTE), and Service
Employees (SEIU)
- 253 . . . Indianapolis, Ind., Board of School
Commissioners, licensed
contractual employees August 1977
National Education
Association (NEA) (Ind.)
- 254 . . . St. Louis County, Mo.,
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- 255 . . . Omaha, Nebr.,
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- 256 . . . Pennsylvania; State college and
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- 257 . . . Transit Authority of River City,
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- 258 . . . Clackamas County, Ore.,
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- 259 . . . New Haven, Conn., Board of
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- 260 . . . Rochester, N.Y., City School
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Teachers (AFT)
- 261 . . . Denver area, School District No. 1,
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- 262 . . . Central Ohio Transit Authority,
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- 263 . . . Douglas County, Nebr.,
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- 264 . . . New Castle County, Del.,
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- 265 . . . Pittsburgh, Pa., Board of
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- 266 . . . Lehigh County, Pa., Community
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- 267 . . . ATE Management of Duluth, Inc.,
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- 268 . . . Summit County, Ohio,
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- 269 . . . New Castle County, Del.,
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- 270 . . . Albany County, N.Y., Department
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- 271 . . . York County, Pa.,
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- 272 . . . Jefferson County, Ky., Fiscal
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- 273 . . . Memphis, Tenn., City Schools,
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- 274 . . . Washtenaw County, Mich., Sheriff's
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- 275 . . . New Castle County, Del.,
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- 276 . . . Genessee County, Mich. Sheriff's
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- 277 . . . Wisconsin; security and public
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- 278 . . . Lake Superior State College, Mich.,
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- 279 . . . Michigan; Central Michigan
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- 280 . . . Oneida County, N.Y.,
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- 281 . . . Broome County, N.Y.,
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- 282 . . . Milwaukee, Wis., Board of School
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- 283 . . . Seattle, Wash., School District
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- 284 . . . Milwaukee County, Wis.,
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- 285 . . . Des Moines, Iowa,
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- 286 . . . Jersey City, N.J.
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- 287 . . . Ocean County, N.J., Board of
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- 288 . . . Portland, Ore.,
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- 289 . . . Butler County, Pa., Sunnyview
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- 290 . . . New Jersey; Division of
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- 291 . . . Minneapolis, Minn. Board of
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- 292 . . . Torrance, Calif.,
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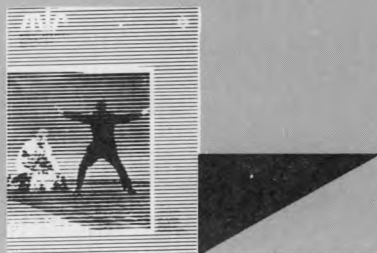
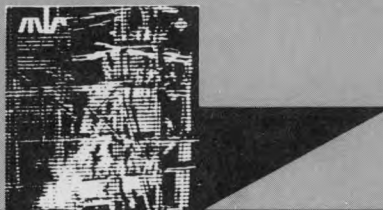
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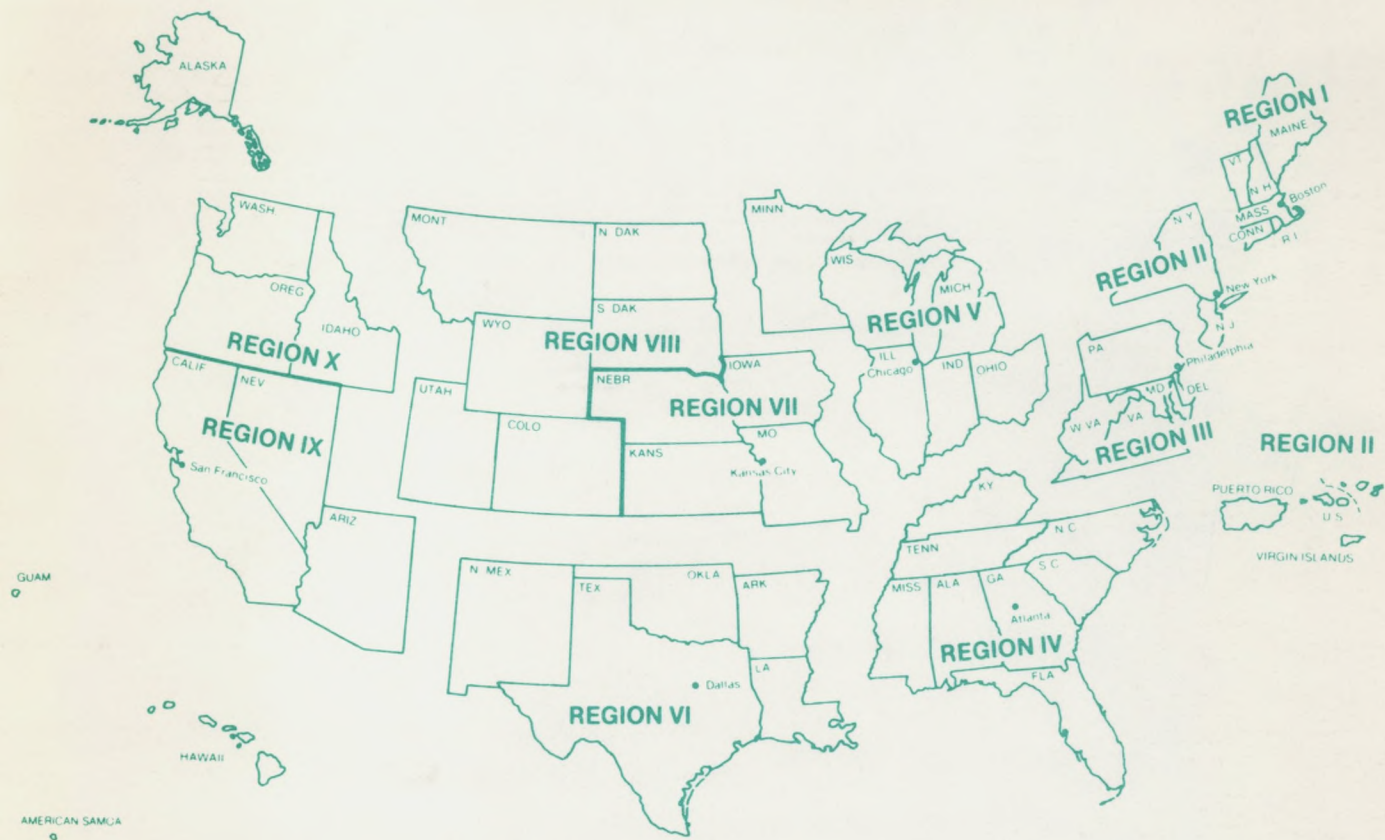
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