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# Major Collective Bargaining Agreements: Union Security and Dues Checkoff Provisions



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U.S. Department of Labor  
Raymond J. Donovan, Secretary

Bureau of Labor Statistics  
Janet L. Norwood, Commissioner  
May 1982

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# Preface

This bulletin is the 21st and last 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 at the back of this bulletin.

This bulletin provides information about two important issues in collective bargaining: The protection of a union's status by some type of union security provision and the collection of union dues by a dues check-off arrangement.

For this study, nearly all collective bargaining agreements in the United States covering 1,000 workers or more in private industry, except railroads and airlines, were examined for the incidence of union security and dues checkoff provisions. A sample of agreements was also examined for more detailed information on the features of these provisions. 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 appendix A, are for illustrative purposes only and are not intended as models.

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# Chapter 1. Introduction

Just as one of the major goals of a union is to provide job security for its members, the union also seeks security for itself as an institution in collective bargaining agreements. To accomplish this, the union normally demands some type of union security and automatic dues checkoff arrangements.

Union security provisions require some or all members of the bargaining unit to become or remain members of the union, or to pay service fees to the union, as a condition of employment. These clauses range from very stringent provisions, such as the now illegal closed shop (no person in a unit covered by the agreement can be employed unless the person is already a member of the union) to weaker provisions, such as an agency shop (employees must pay dues or equivalent fees to the union but are not required to become members).

Historically, union security provisions usually meant compulsory unionism,<sup>1</sup> a term which embraces all those arrangements under which union membership becomes a condition or precondition of employment. Compulsory unionism has been one of the most rigorously regulated areas of labor relations in the United States. Section 8 (a) (3) of the Labor Management Relations Act (LMRA) of 1947 (Taft-Hartley Act), as amended, in effect prohibits the closed shop and discriminatory preferential hiring arrangements and permits both union shop and maintenance of membership arrangements under certain conditions.<sup>2</sup> Section 14 (b) gave birth to the "right-to-work" laws, which allow States to outlaw arrangements requiring membership in a union as a condition of employment, thus, allowing State laws to supersede the Federal LMRA.

Twenty States currently have right-to-work laws. Although no State has enacted such legislation since 1976, right-to-work battles have been intermittently fought. In the first 6 months of 1981, right-to-work bills were defeated or vetoed in seven States.<sup>3</sup>

<sup>1</sup>The four basic forms of compulsory unionism are the closed shop (outlawed since 1947), union shop, maintenance of membership, and preferential hiring.

<sup>2</sup>Union shop clauses require all employees to become members of the union within a specified time after being hired or after a new provision is negotiated, and to remain members of the union as a condition of employment. Maintenance of membership provisions require employees who are members of the union at the time the agreement is negotiated, or who voluntarily join subsequently, to maintain their membership, usually for the duration of the agreement, as a condition of employment.

<sup>3</sup>The seven States are Idaho, Maine, Maryland, New Hampshire, New Mexico, Vermont, and West Virginia.

Union security controversies frequently appear on the American scene. It is an issue that potentially affects millions of workers and millions of dollars in union dues. It kindles recurring debates on the appropriate balance of power between the Federal and State governments, as well as on individual rights and rights of the majority. Finally, it raises questions concerning the power of unions and the potential abuse of such power.

Dues checkoff provisions obligate management to withhold union dues and, in many cases, other financial obligations, such as initiation fees, assessments, or fines, from an employee's wages and to transmit these funds to the union. Review of labor agreements for dues checkoff provisions may understate their prevalence, since checkoff is a common practice in organized establishments and is not always dependent upon a formal clause.

Under LMRA, dues checkoff is permissible only by each employee's written authorization, which cannot be in effect for more than 1 year or beyond the termination date of the labor agreement, whichever comes first. Under the act, a mandatory dues checkoff provision is illegal and is an unfair labor practice for both the union and the employer.

The primary benefit of union security and dues checkoff arrangements is the strengthening of the union. Besides being larger than they might otherwise be, union membership and financial resources become relatively permanent and steady.

## Scope of study

For this study, the Bureau examined 1,327 private industry agreements, excluding railroad and airline agreements, each covering 1,000 workers or more, or almost three-fourths of such agreements. The agreements covered 6.1 million workers, or about one-fourth of the total under collective bargaining agreements outside the excluded industries. Of the agreements examined, 621, covering 2.7 million workers, were negotiated in manufacturing industries; and 706, covering 3.4 million workers, were in nonmanufacturing. Most agreements were scheduled to expire in 1981 or later.

Agreements were examined for the prevalence and form of union security and dues checkoff provisions. The provisions were also examined for coverage, escape and grace periods, savings clauses, methods to resolve disputes, nondiscriminatory pledges by the employer and union, and contract language pertaining to

harmonious relations. Also reviewed were key procedural matters relating to dues checkoff; i.e., checkoff terms, timing of checkoff and remittance schedules, rules relating to renewing or revocating dues checkoff authority, standards for continued membership, penalties for members not being in good standing, and discharge procedures, including grievance machinery, if provided.

### Comparison of 1958-59 and 1981-82 studies

The 1958-59 Bureau study, *Union Security and Checkoff Provisions in Major Union Contracts* (Bulletin 1272, 1960), dealt with the same subject matter as the present study.<sup>4</sup> Where possible, data for this study were compared with data from the study of union security and checkoff provisions in agreements in effect in 1958-59. The reader should be aware of differences in methodology used in the two studies. For example, all 1958-59 data were based on the complete file of agreements covering 1,000 workers or more, while some of the 1981-82 tabulations were based on a one-third sample of the file.

*Union security provisions.* The overall incidence of agreements containing union security provisions increased from 79 percent in 1958-59 to 83 percent in 1981-82, and worker coverage increased from 82 percent to 90 percent. The apparent gain stems from the increase in agency shop contracts—from less than 1 percent of 1958-59 agreements, to 8 percent in 1981-82, with worker coverage rising from less than 1 percent to nearly 12 percent.<sup>5</sup>

In both studies, union shop provisions were found in about 70 percent of the agreements and maintenance of membership clauses in less than 10 percent of the agreements. The incidence of sole bargaining clauses, an arrangement under which workers are not required to become or remain union members, dropped, from one-fifth of all agreements in the 1958-59 study to one-sixth in the 1981-82 study.

Including agency shop clauses, the proportion of manufacturing agreements with union security provisions was about 80 percent in both studies, while worker coverage remained at around 86 percent. In nonmanu-

<sup>4</sup>Earlier BLS studies in this area include: *Extent of Collective Bargaining and Union Recognition, 1946*, Bulletin 909, 1947; "Union-Security Provisions in Agreements, 1941-50," *Monthly Labor Review*, August 1950; "Union Status Under Collective Bargaining Agreements, 1950-51," *Monthly Labor Review*, November 1951; "Union Status Provisions in Collective Agreements, 1952," *Monthly Labor Review*, April 1953; and "Union-Security Provisions in Agreements, 1954," *Monthly Labor Review*, June 1955. Data on union security and dues checkoff provisions in the private sector are tabulated by industry in *Characteristics of Major Collective Bargaining Agreements, January 1, 1980*, Bulletin 2095, 1981, and earlier bulletins in this series.

<sup>5</sup>Agreements that combine the agency shop with union shop and maintenance of membership provisions were not included. For more detailed data, see Bureau of Labor Statistics, *Union Security and Checkoff Provisions in Major Union Contracts*, Bulletin 1272, 1960.

facturing, agreement coverage increased from 72 to 85 percent, and worker coverage from 73 to 92 percent.

However, if the agency shop clauses were excluded, only 75 percent of the 1981-82 manufacturing agreements, covering 83 percent of the workers, and 76 percent of the nonmanufacturing agreements, covering 75 percent of the workers, would still be considered as having union security provisions. The overall decline in the proportion of agreements that, under some circumstances, require union membership as a condition of employment may reflect the growth of industry in right-to-work States, and the toughening stance of employers toward unions in recent years.

The union security study for 1958-59 included some data from studies made from 1946 through 1954. These indicated a rapid increase in worker coverage under union shop provisions, from 50 percent in 1946 to 74 percent in 1958-59, and a rapid decrease in coverage under maintenance of membership clauses, from 25 percent in 1946 to 7 percent in 1958-59. Sole bargaining accounted for 25 percent of workers under contracts in 1946 and rose to 31 percent in 1949-50, following passage of the LMRA, but declined to 19 percent in 1958-59 agreements.

The current study reveals relatively little change over a 23-year period in the proportion of workers subject to the union shop (around 74 percent) or maintenance of membership provisions (around 5 percent). Worker coverage under sole bargaining provisions, however, decreased to 10 percent (from 19 percent).

Perhaps the most significant change was the increase in the incidence of agency shop provisions. The 1958-59 study disclosed only four contracts with such provisions applicable to less than 1 percent of the workers.<sup>6</sup> By 1981-82, 103 agency shop clauses, as the only form of union security, applied to nearly 12 percent of workers in the study. Most of the growth may be attributed to the adoption of the agency shop by the parties to Bell System telephone service and manufacturing agreements.

The 1981-82 study also included 37 interstate contracts that provided for either the union shop in States that allowed it, or the agency shop in other States, where permitted. The number of workers covered by these contracts was quite large—almost 900,000, or 15 percent of those in the study—although the actual number of workers covered separately by union shop and agency shop provisions was unknown. The 1958-59 study recorded no such combination of union security.

About one-tenth of the union shop agreements in the current study were modified to exempt certain workers from coverage, down from one-fifth in the earlier study. Total worker coverage, which of course included an

<sup>6</sup>These contracts were included under "sole bargaining" in the 1958-59 study.

unknown proportion of exempted workers, also declined, to 8 percent from 21 percent.<sup>7</sup> Union shop and modified union shop provisions in combinations with the agency shop, representing a negligible number of contracts and workers in the older study, increased to nearly 6 percent of all union shop provisions; the contracts applied to nearly 23 percent of all workers covered by union shop provisions.

Although maintenance of membership provisions declined overall, provisions combining maintenance of membership with the agency shop increased both in absolute and relative terms, from 8 agreements (covering 47,000 workers) to 22 agreements (covering 72,900 workers). In 1981-82, these clauses accounted for one-third of all maintenance of membership clauses, covering one-fourth of the workers, compared to less than one-tenth of each in the earlier study.

The proportion of agreements with union security provisions increased in all regions, except the South Atlantic, while the proportion of workers covered increased in all regions. In both studies, the highest proportions of agreements with some form of union security were found in the Middle Atlantic region, East North Central region, and Pacific region. Regions having low proportions in the earlier study remained low in the recent study.

The relative growth in union security coverage was due to an increase in the incidence of agency shop clauses. This growth may be directly related to the growth in the proportion of agreements negotiated in right-to-work States, since agency shop provisions may be the only form of union security permitted in some of these States. Comparison of the two studies also indicates that the number of agreements covering workers, all or some of whom are in right-to-work States, increased from 20 to 26 percent, and worker coverage under these agreements rose from 38 to 44 percent, reflecting the industrial growth in these States and migration of industry from the older centers in the northeastern part of the country.

Data on hiring clauses, which give unions some control over the employee-selection process, suggest that unions may have expanded their role in hiring practices, as the incidence of agreements with hiring provisions increased from 22 to almost 28 percent between the two studies. This increase may, however, stem almost entirely from an expansion of hiring hall provisions in the construction industry since 1959, when the Landrum-Griffin Act sanctioned certain hiring hall procedures in the industry. As the 1981-82 study

demonstrates, most of the hiring practice provisions were found in union shop agreements.

*Checkoff provisions.* Data on the prevalence of checkoff provisions for the two studies were readily comparable and show that both the proportion of agreements with checkoff and worker coverage increased significantly. The 1958-59 study found checkoffs in 71 percent of agreements, covering 77 percent of workers, compared with 86 percent for both agreements and workers in the 1981-82 study. Most of the increase may be attributed to increased acceptance of checkoff in the construction, printing and publishing, wholesale and retail trade, and hotel and restaurant industries, where operations tend to be in smaller units and checkoff records more difficult to maintain. In the older study, no more than one-half the agreements in each of these industries provided for checkoff, while in the current study, almost two-thirds did.

The composition of types of dues checkoff payments changed to some degree. In the 1958-59 study, 16 agreements allowed fines on members to be checked off, while the 1981-82 study found none. Deductions for contributions to political action funds were absent from the 1958-59 provisions, but appeared in 41 agreements in the 1981-82 study.

In both studies, the relationship between union security provisions and checkoff provisions appeared to be weak. The proportion of union shop agreements requiring checkoff was below the average for all agreements having checkoff in both studies, while maintenance of membership agreements had a much higher proportion containing checkoff. This suggests some negotiations may have involved a tradeoff between the type of union security and inclusion of checkoff in the agreement.

Over the 20-year interval between the two studies, the proportion of agreements containing checkoff provisions increased significantly in all regions of the Nation. Regions with the highest proportion of agreements with checkoff in 1958-59 remained so in the 1981-82 study. The proportion of workers covered by checkoff provisions increased substantially in all areas, except in the Mountain region where it declined. No cause for this decline was determined.

In the 1958 study, checkoff was found in 85 percent of agreements applying within right-to-work States, compared with only 69 percent of those in States without right-to-work laws. By the 1981-82 study, the difference had almost disappeared; checkoffs were found in 88 percent of agreements in right-to-work States, and 91 percent of those in non-right-to-work States. Similarly, worker coverage under dues checkoff provisions was higher in agreements negotiated in right-to-work States than in those States without right-to-work laws, with the gap narrowing substantially between 1958-59 and 1981-82.

<sup>7</sup> A part of the decline in worker coverage between the two studies may be because the 1981-82 study ignored exemptions applying only to workers having 30 or more years of service, usually a small proportion.

## Chapter 2. Union Security Provisions

Union security provisions have always been controversial. The controversy centers upon the element of compulsion and ranges from scholarly debates over freedom of choice versus “free ridership” to legal and legislative debates over the “right to work.”

Those who favor union security provisions claim that, because by law the union must represent all members of the bargaining unit, it is only fair that all the employees be required to join and pay dues. This eliminates the “free rider,” who benefits from the union’s services but avoids the responsibility and expense of union membership, and gives the union the moral and financial support to carry out responsibly and effectively its obligations, both to members and to management. Without this element of compulsion, the union can survive only by the constant efforts of union officials and activists to recruit new members and retain old ones. Under union security clauses, which ensure more stable membership or income, regardless of employee turnover, union officials can devote more time and energy to constructive collective bargaining goals. Proponents also argue that union security agreements are, in effect, an application of majority rule, promote more responsible union leadership, and protect the union and employees against discrimination based on union activity or membership.

Those opposed to union security clauses usually argue that no one should be compelled to become a union member or pay dues against his or her will, simply because a service is rendered. Some opponents question whether unions do, in many cases, provide services. Increased economic benefits, for example, may stem, not from union efforts, but from good management and new technology; seniority systems introduced by unions may actually limit the upward mobility of newer workers with superior ability. Unions, like businesses, should stand or fall on their own merits. If a union benefits its constituency, the argument sometimes goes, it will not lack for members; if it provides no benefits, it deserves to lose members. Opponents of union security arrangements also argue that such agreements detract from responsible unionism, give unions too great a voice in hiring decisions, and impede employees’ rights to work wherever they wish.

The strongest form of union security—the closed shop—required the employer to hire and retain only

union members for bargaining unit work. The closed shop has always met strong management opposition, because it severely restricts management’s hiring right. A union able to exercise such control also may adopt a “closed union” policy, admitting no new members, particularly during periods of high unemployment, in order to reserve available work for its membership. The closed shop used to be common in construction, printing, longshoring, and other industries characterized by strong unions, many relatively small employers, and short-term job duration. It was outlawed by the Labor Management Relations Act of 1947 (LMRA).

The LMRA followed upon a period of industrial unrest and growing public concern over union power. An avowed purpose of the act was to correct alleged excesses permitted by the Wagner Act of 1935, and restore a balance of rights between employers and unions. Although the closed shop was prohibited, nondiscriminatory union hiring halls, which sometimes in practice approximate closed shops, remained legal. Unions also were still permitted to negotiate union shop provisions.

Organized labor opposed the new restrictions, of course. Labor’s most bitter disappointment was with Section 14 (b) of the act, which permitted State laws prohibiting union membership as a condition of employment to take precedence over the Federal law. Despite organized labor’s efforts to repeal 14 (b), State right-to-work laws multiplied. In 1981, 20 States had laws prohibiting negotiations of provisions requiring union membership as a condition of employment.<sup>8</sup>

The primary types of union security allowed by the LMRA, but which may be proscribed by State laws, include:

- (A) Union shop: Nonunion workers may be hired, but they must join the union on or after 30 days (after 7 days in construction) and remain members as a condition of employment.
- (B) Modified union shop: Workers who were not union members when the agreement became effective or who were hired before a specified date are exempted from

<sup>8</sup> These States are: Alabama, Arizona, Arkansas, Florida, Georgia, Iowa, Kansas, Louisiana, Mississippi, Nebraska, Nevada, North Carolina, North Dakota, South Carolina, South Dakota, Tennessee, Texas, Utah, Virginia, and Wyoming.

compulsory membership. All new hires are required to join the union as a condition of employment.

- (C) **Maintenance of membership:** No employee is required to join the union, but those who are or become members must remain members during the term of the agreement.
- (D) **Agency shop:** No employee is required to become or remain a union member, but nonmembers must pay union dues or equivalent service fees to the union.
- (E) **Modified agency shop:** Workers who were not paying dues or equivalent fees when the agreement became effective or who were hired before a certain date are exempted from paying compulsory dues. All new hires are required to pay dues or equivalent fees.

Even though it imposes no obligation on employees to either join the union or pay a service fee, sole bargaining may be considered a minimum form of union security. This is because the union must have the support of a majority of employees in the bargaining unit to win an NLRB recognition election.<sup>9</sup> Once the union is recognized as the exclusive representative and negotiates an agreement, it may be considered secure, at least for the life of the agreement. However, only continued recruiting of new members and effective service can assure the union's continued viability.

### Prevalence

Union security provisions, in addition to sole bargaining, were negotiated in 1,100 (83 percent) of the 1,327 major agreements covered by this study. These provisions covered nearly 5.5 million (90 percent) of the 6.1 million workers involved.<sup>10</sup> Included were 787 provisions calling for union shop; 52, for modified union shop; 87, for agency shop; 10, for modified agency shop; 46, for maintenance of membership; and 118, for combinations of union security provisions or other arrangements (table 1).

Union security clauses appeared in 80 percent of contracts in manufacturing and in 85 percent of those in nonmanufacturing. Worker coverage also was higher in nonmanufacturing than in manufacturing—92 percent versus 87 percent. Union security provisions appeared in at least one-half the agreements in all industries except textiles, chemicals, and petroleum refining, which are concentrated in States that ban various forms of union security.

The regional distribution of the union security provisions was influenced, of course, by the location of right-to-work States (table 2). In the East North Cen-

tral region, nearly all agreements studied had union security provisions. By contrast, only 33 percent of agreements, covering 35 percent of workers, in the East South Central region had union security clauses. Of States represented by 10 or more agreements, five—Massachusetts, Michigan, Minnesota, Missouri, and Ohio—included union security in all agreements, while agreements in Virginia, a right-to-work State, had none. The only union security provision that was prevalent through most of the country was the union shop, which was found in high proportions in all regions, except in the South Atlantic, East South Central, and West South Central.

Of the 476 sample agreements examined, 351 involved bargaining units solely in States without right-to-work laws, while 72 involved units solely in right-to-work States (table 3). An additional 50 contracts involved mixed coverage. Sixty-two of 122 agreements in right-to-work States had union security provisions. Of the 62, curiously, 26 provided for the union shop; 13, for the union shop for some employees and the agency shop for others; 11, for the agency shop; and 12, for other forms of union security. Many of the union shop clauses might have been negotiated to take effect if future changes in State laws allow such provisions and were likely to be subject to savings clauses elsewhere in the contracts. A few might apply to plants on Federal lands where State laws do not apply.

### Union shop

The union shop was called for in 72 percent (787) of agreements containing union security provisions, but applied to only 58 percent of workers covered by union security clauses. Union shop provisions were most prevalent in nonmanufacturing agreements, but appeared in every major industry group except petroleum refining. When agreements that contain modified union shop clauses (52) or other union security provisions that establish the union shop for some employees or plants are added, 929 agreements, or 84 percent of all having union security, called for some form of the union shop (text table 1).<sup>11</sup> Of the 90 mixed union shop provisions, combinations of union shop with agency shop (37) and modified union shop with maintenance of membership (29) were most prevalent.

The 787 "pure" union shop provisions were worded in a variety of ways. The most comprehensive and perhaps the most common clauses pointed out separate requirements for 1) currently employed members, 2) currently employed nonmembers, and 3) new hires. In particular, these "three-part" clauses made clear that those

<sup>9</sup>The National Labor Relations Board is the agency which administers the representation function under the Labor Management Relations Act.

<sup>10</sup>Because many of the agreements applied to bargaining units in both right-to-work States and other States, the proportion of workers actually subject to union security provisions was somewhat less.

<sup>11</sup>The 929 agreements applied to nearly 82 percent of the workers covered by union security provisions. Union shop requirements, of course, applied to only some of these workers.

**Text table 1. Union shop provisions, 1981-82**

Provision	Agreements	Workers (thousands)
Total having provisions .....	929	4,464.9
Union shop .....	787	3,172.2
Modified union shop .....	52	142.7
Combination of union shop and:		
Modified union shop .....	1	1.0
Agency shop .....	37	896.6
Maintenance of membership .....	6	41.8
Combination of modified union shop and:		
Agency shop .....	14	108.0
Maintenance of membership .....	29	86.1
Other .....	3	16.3

who already were members must remain members and, hence, were not subject to the period, often 30 days, during which membership is not required.<sup>12</sup> One part of this three-part clause was, in fact, a maintenance of membership clause, although the entire provision has been treated, for the study, as establishing a union shop:

- (1) Employees who are now members of the union shall, as a condition of continued employment, remain members of the union. All other employees within the bargaining unit and all new employees employed within the bargaining unit shall, as a condition of employment, become members on or after 30 calendar days of the execution of this agreement or their date of employment, whichever is later.
- (2) It shall be a condition of employment that all employees covered by this agreement who are members of the union in good standing on the date of execution of this agreement shall remain members in good standing, and those who are not members on the date of execution of this agreement shall, on the 42nd day following the date of execution of this agreement, become and remain members in good standing in the union and the union shall be given written notice of the names, addresses and Social Security numbers of such employees. It shall also be a condition of employment that all workers covered by this agreement hired on or after the date of execution hereof shall, on the 42nd day following the beginning of such employment, become and remain members in good standing of the union.
- (3) As a condition of employment, every employee performing construction work within the jurisdiction of a union, and not a member of such union at the time of employment, shall, after the seventh day following the beginning of such employment or the effective date of this agreement, whichever is later, offer to become a member of such union and tender the uniformly required initiation fees and dues, and all employees who are or who become members of the union shall remain members in good standing of the union during the term of this agreement, provided that the construction and application of this provision shall be subject to Section

<sup>12</sup>The LMRA states that union membership may be required "on or after the 30th day following the beginning of . . . employment or the effective date of [the] agreement, whichever is the later." This language has led to disputes of whether a member may resign on the effective date to take advantage of the 30-day grace period.

8(a) (3) of the National Labor Relations Act, as amended.

A large number of union shop provisions did not establish separate requirements for those who were already members, but followed the wording of the Taft-Hartley Act, which permits a grace period for all employees and new hires:

- (4) It is agreed all present production and maintenance employees not otherwise excluded shall become members of the union within 30 days after date of this agreement, and it is the condition of continued employment under this contract that all employees covered by this agreement and all employees hired in the future not otherwise excluded shall become members of the union within 30 days and shall remain members in good standing during the life of this agreement.
  - (5) As a condition of employment all employees referred to in Section 1.1 shall, 30 days after the date of execution of this agreement, or in the case of new employees, 30 days after the date of hiring, become members of the union and remain members in good standing in the union during the term of each agreement.
  - (6) Subject to the provisions of the Labor Management Relations Act of 1947 as amended, all present employees on and after the 30th day following execution of this agreement, and all future employees on and after the 30th day following the beginning of their employment shall become and remain members in good standing of the union as a condition of continued employment.
- A small number of these provisions not only established the membership requirements for present members and new hires, but set requirements for those transferring into the unit:
- (7) All present employees covered by this agreement shall, within 30 days after the effective date of this agreement, as a condition of continued employment, become members of the union and thereafter remain members of the union in good standing. All employees hired or transferred into the bargaining unit after the effective date of this agreement shall within 30 days after date of hiring, as a condition of continued employment, become members of the union and thereafter remain members of the union in good standing. Employees who are currently members of the union shall maintain their membership as a condition of continued employment. . . .

Rarely, a clause was worded as both a definition of a union shop and as a statement of requirements:

- (8) The employer shall maintain a union shop. A "union shop" is one that maintains safe and sanitary conditions, and that employs only persons who are members of the union in good standing, or who become members and remain members in good standing on the 30th day of actual work following the commencement of their employment, or from the effective date of this agreement, whichever is later. Such actual working days shall not exceed a 2 month period. . . .

## Modified union shop

Modified union shop clauses appeared in 52 agreements (24 in manufacturing and 28 in nonmanufacturing), covering 142,700 workers. Half the agreements (27) were in the construction, utilities, and primary metal industries. Contracts in the primary metals industry accounted for more than a quarter of the workers covered under such provisions.

In simplest form, such clauses require union membership of newer employees, but exempt from compulsory membership<sup>13</sup> workers hired before the date of the agreement, or a specified earlier date. Clauses of this nature, which are relatively rare, theoretically exclude even the original negotiators of the provision from any membership obligations. This may not, however, be true in practice:

- (9) During the first 30 days' employment period, employees shall be deemed to be under probation. During this 30 day period, the employer is to be the sole judge of the employee's fitness for employment.

Whenever necessary to employ new applicants, such employees shall become members of Local Union No. 16T within 30 days after employment, and such employees shall, as a condition of employment, maintain their membership in the union in good standing for the duration of this agreement.

- (10) Each new employee shall serve a three months' probationary period of employment with the company. Such new employees shall make arrangements with the union for membership therein on or immediately after thirty days of employment. The union agrees that such employee may voluntarily choose not to become a member until the three months' probationary period has elapsed. After becoming a union member, the employee will continue such membership in good standing as a condition of employment under this agreement.

An additional 29 clauses not only required newer workers to be union members, but required senior employees (those hired before a given date) who were or voluntarily became union members to maintain their membership as a condition of employment. It is likely that many of these modified union shop provisions succeeded maintenance of membership clauses and represented a concession to senior workers who had never chosen to become members:

- (11) Any present hourly employee who is a member in good standing of the union, or who thereafter joins the union during the term of this agreement, and any eligible newly hired hourly employee after completing his probation period, shall join and remain a member of the union in good standing as a condition of employment with the company, during the term of this agreement. . . .
- (12) Each employee who on the effective date of this agreement is a member of the union in good standing and each employee who becomes a member after that

date shall, as a condition of employment maintain his membership in the union.

Each employee hired on or after January 4, 1960, shall as a condition of employment, beginning on the thirtieth day following the beginning of such employment or the effective date of this agreement whichever is the later, acquire and maintain membership in the union.

- (13) All employees who on the date of execution of this agreement were members of the union, and all employees who thereafter become members of the union shall, as a condition of continued employment, remain members of the union in good standing for the duration of this agreement.

All individuals who by hire or transfer became or become employees as herein defined shall, at the expiration of their probationary period or the date of execution of this agreement, whichever is later, become and remain members of the union in good standing for the duration of this agreement.

Under another 14 modified union shop clauses, all employees hired after a given date had to join and maintain membership in the union. Usually, other employees who were or became members had to remain members. All employees who continued to be nonmembers had to pay an agency shop fee, and often, the equivalent of an initiation fee:

- (14) All employees who are members of the union in good standing in accordance with the constitution and bylaws of the union or who thereafter become members shall, as a condition of employment remain members of the union in good standing for the duration of this agreement. All new employees will become members of the union 31 days after employment and remain such, as a condition of employment. All those employees in the unit as of the effective date of the agreement who are not at that time members of the union shall 31 days after the effective date of this agreement either become members of the union or as a condition of employment pay to the union a service fee to the extent allowed by law.

- (15) All nurses covered by this agreement newly employed after March 1, 1968, shall become members of the association within 31 days after employment and shall continue membership in good standing during the life of the agreement. All nurses who are members of the association on March 1, 1968, or who voluntarily join the association shall maintain their membership in the association in good standing during the life of the agreement. Effective August 1, 1974, all those nurses employed prior to March 2, 1968, who are not members in good standing of the association, shall, as a condition of continued employment, either join the association or pay to the association each month a service charge. The service charge shall be in an amount equal to all monthly dues uniformly required of the association members at the hospitals. . . .

<sup>13</sup>Rarely, a modified union shop clause may exclude workers from membership on some basis other than date of hire.

- (16) All employees who at the date of the signing of this agreement are members of the union in good standing as to payment of dues and initiation fees shall maintain membership in the union in good standing as to payment of dues and initiation fees for the duration of this agreement as a condition of employment.

Each new employee hired hereafter, shall, as a condition of employment, beginning on the 30th day following the beginning of such employment acquire and maintain membership in the union in good standing as to payment of dues and initiation fees for the duration of this agreement.

In states in which the [above] provisions . . . may not lawfully be enforced, and in all other states, each employee covered by this agreement who fails to acquire or maintain membership in the union shall be required, as a condition of employment, beginning on the 31st day following the beginning of such employment or the date of the signing of this agreement whichever is later, to pay to the union each month a service charge as a condition toward the administration of this agreement and the representation of such employee. The service charge for the first month shall be in an amount equal to the union's regular and usual initiation fee and monthly dues and for each month thereafter, in an amount equal to the regular and usual monthly dues.

Most of these modified union shop clauses were negotiated for past agreements and carried forward. Since, with employee turnover, the actual proportion of employees subject to union shop terms normally increases with time, it is likely that some of the bargaining units that have been subject to the clause through several successive agreements are composed entirely, or almost entirely, of union members.

### Maintenance of membership

Maintenance of membership clauses are considered relatively weak forms of union security, since there is no requirement that nonmembers either join or pay a service fee. In addition, many of the maintenance of membership provisions contain an escape clause permitting union members to withdraw from the union within a fixed period of time. Under such provisions, a union with declining popularity not only may be unable to recruit new employees, but may lose some of its current members.

Maintenance of membership clauses found some favor in the 1920's, but received their greatest impetus during World War II, when the National War Labor Board promoted their use to help prevent strikes in defense industries. The clauses were intended as a compromise between union demands for the closed or union shop and management demands for the open shop. The compromise succeeded in pleasing almost no one. Following the passage of the LMRA, the clauses were increasingly either banned by State laws or replaced by union shop provisions.

In the present study, only 46 of the 1,100 agreements with union security clauses had pure maintenance of membership clauses (text table 2). These provisions were found mostly in manufacturing, particularly in electrical machinery, which accounted for nearly 60 percent of all covered workers, and in petroleum refining, where they were the only type of union security clauses encountered (table 1). They were also found in the transportation equipment and chemical industries.

**Text table 2. Maintenance of membership provisions, 1981-82**

Provision	Agreements	Workers (thousands)
Total having provisions .....	106	418.4
Maintenance of membership .....	46	201.2
Combination of maintenance of membership and:		
Union shop .....	6	41.8
Modified union shop .....	29	86.1
Agency shop .....	16	49.4
Modified agency shop .....	6	23.5
Other .....	3	16.3

In addition to the 46 agreements requiring only that union members remain members, 60 agreements combined such requirements with some other form of union security, mainly union shop or agency shop. These included 12 multiplant contracts under which a union shop or modified agency shop applied to some plants, and maintenance of membership to others; 29 agreements in which union shop applied to more recently hired workers, and maintenance of membership to others; and 16 agreements requiring union members to remain members, and nonunion members to pay union dues or equivalent service fees.

Since the wording of maintenance of membership clauses commonly reflected legal requirements and restrictions, the clauses often indicated that dues payment was the only element critical to continued union membership:

- (17) Subject to applicable law, all employees who, as of the date of this agreement are members of the union in good standing in accordance with the constitution and by-laws of the union or who become members of the union following the effective date of this agreement, shall, as a condition of employment, remain members of the union in good standing insofar as the payment of periodic dues and initiation fees, uniformly required, is concerned.
- (18) All employees who, on the effective date of this contract are members of the union in good standing in accordance with its constitution and by-laws and all employees who voluntarily become members after that date, shall, as a condition of employment, maintain their membership in the union through the prompt payment of dues, or the tendering of dues for the duration of this contract. An employee shall be deemed to maintain his membership in the union as long as he pays or tenders his periodic union dues. In the event



that an employee fails to pay or tender his periodic union dues, he shall be subject to discharge.

- (19) All employees who are members of the union in good standing on the effective date hereof, or who hereafter become members shall as a condition of continued employment retain membership in the union insofar as payment of regular monthly dues falling due on or after this agreement becomes effective is concerned. . . .

*Escape period.* A small proportion of union security provisions require employees to join or maintain membership as a condition of employment, yet provide for a periodic escape period, during which employees may resign from membership without penalty. Although escape periods may apply to any form of union security, they are usually associated with maintenance of membership clauses, possibly because such clauses, approved by the War Labor Board during World War II, commonly allowed a 15-day escape period at the beginning or expiration of each agreement. The rationale may be that, since joining the union is a voluntary act, some means should be available for withdrawing. The escape clause further weakens an already weak form of union security.

Escape periods were found in 12 sample contracts, all having maintenance of membership provisions, or one-third of the 36 sample contracts with such provisions. Some escape clauses allowed withdrawal only near the expiration date of the agreement, while others allowed an annual withdrawal period:

- (20) . . . At any time within the period 15 days prior to the expiration of this agreement (December 25, 1981 to January 8, 1982, inc.) any such employee may withdraw from membership in the union if such employee shall mail to the company and the union a written notice of this intention to do so, which notice shall be postmarked between December 25, 1981 and January 8, 1982, both inclusive.
- (21) As used in this article, the term "membership in the Guild" means tendering the periodic dues uniformly required by the Guild. During the period of 30 calendar days following the signing of this agreement, employees shall be given a choice of resigning, or retaining, membership in the Guild. Those who choose to retain membership in the Guild by the close of this period shall be obligated to tender the periodic dues uniformly required by the Guild, as an obligation of employment, until the next such open period, or contract expiration, whichever occurs first. Employees hired after the effective date of this agreement, who choose to become members of the Guild, shall similarly maintain membership in the Guild. There shall be a similar escape period of 30 days on the second and third anniversaries of the signing of this agreement.
- (22) With respect to maintenance of union membership as a condition of employment under this agreement . . . an employee may resign from the union between June 18 and June 27, 1982, or 10 days prior to the termination

date of each succeeding applicable collective bargaining agreement between the parties by individual notice in writing mailed by registered or certified letter to the local with a copy to the company.

Although rare, escape periods may be associated with other types of union security. Some escape clauses were found in nonsample agreements that established the union shop. These may have resulted from past compromises, in which the company agreed to the union shop only if an escape clause were carried over from an earlier maintenance of membership arrangement:

- (23) Any employee, who at the effective date of this contract, is a member in good standing of the union, and any employee who becomes a member thereafter shall, as a condition of employment, remain a member of the union in good standing for the duration of this agreement. However, any employee wishing to resign from membership in the union may do so by giving individual written notice to the Secretary of the union with a copy to the Manager, Labor Relations of the company at any time during the period beginning September 15, 1982, and extending until 11:59 A.M. on October 1, 1982. The employee's written notice of his or her desire to withdraw from membership in the union shall be on a withdrawal form which he or she must obtain from his or her union representative.

All new employees hired after the effective date of this agreement shall, as a condition of continued employment, become members of the union upon reaching regular employee status. Such employees shall remain members in good standing provided that any employee may terminate his or her future membership obligation by withdrawing from membership in the union in the same manner as described . . . above.

- (24) Every person who is first hired on a job in the unit covered by this agreement after November 3, 1952, shall, as a condition of continued employment, be a member of the union on and after the 60th day after the date of his hire, and shall thereafter maintain his membership in the union. . . .

Notwithstanding any other provisions of this Section, every employe who is otherwise required under this Section to obtain and/or maintain membership in the union shall have the right, after having obtained such membership, to resign from the union by giving written notice thereof to the Corporation and to the union during the period from October 27 to November 2, 1953, inclusive, and during the same period of each year thereafter while this agreement remains in effect (such period is hereafter referred to as the "withdrawal period"). Such notice shall be deemed to have been properly given if a registered letter is postmarked or is received by the corporation and the union during the withdrawal period. Any employe who resigns from the union during a withdrawal period shall not thereafter be obligated to obtain or maintain membership in the union unless he shall, thereafter, during the life of this agreement, again become a member of the union, in which case he shall maintain his membership as a condition of employment thereafter, subject to his right to resign during any subsequent withdrawal period as provided in this paragraph. . . .

Withdrawing from the union generally was a formal procedure. The employees were required to notify the union or company by registered or certified mail:

- (25) The union agrees that any present or future employee who is now or may become a member of the union may withdraw from membership in the union between September 21st and September 30th inclusive of each year, beginning with September 21, 1979, by giving notice by registered or certified mail to the Industrial Relations Department of this company. After such withdrawal an employee shall not be required to re-join the union as a condition of continued employment.
- (26) All sales representatives who are members of the union in good standing on the date of this agreement, in accordance with the Constitution and By-Laws of the union, and all sales representatives who thereafter become members of the union, shall, as a condition of employment, remain members of the union in good standing for the duration of this agreement, except that any such sales representative may terminate his membership by written notice sent by registered mail to the union within the 30 day period beginning March 2, 1981 and ending March 31, 1981, inclusive.

### Agency shop

The principle behind the agency shop is that, since the union must provide service to all members of the bargaining unit, not just union members, all employees should share in the cost of providing this service. Prior to passage of the LMRA and State laws prohibiting compulsory union membership, the agency shop was virtually unknown. Even today, it is in limited use. The agency shop may be considered a relatively weak form of union security but of value to unions unable, because of employer resistance or State laws, to negotiate a union shop clause.

Supporters of the agency shop sometimes argue that the differences between it and the union shop are more of form than substance, in part, because the LMRA holds that union membership obligations under a union shop clause are limited to payment of uniform dues and initiation fees and, in part, because many union members take little or no active part in union affairs. Thus, they argue, a bargaining unit under an agency shop clause has approximately the same financial support, active participation, and leadership as it would have under a union shop clause.

These arguments are unacceptable to most unionists. For them, membership is essential. They argue that union membership binds workers together, enhances morale, and strengthens union bargaining power. It provides the solidarity of an all-union working environment, rather than the division created by union members and nonmembers working together. In addition, while the union shop gives the union greater control over the workers it represents, these workers, in turn, have greater control over the union. For example, there are times when even the most apathetic members may

be stirred to vote in a union election, an opportunity unavailable to nonmembers under an agency shop. Thus, according to pro-union forces, the agency shop is a pale imitation of the union shop.

From a neutral position, the agency shop may be viewed as an imperfect compromise. It deals imperfectly with the concept of free choice, for while workers need not join the union, they must pay for its services even if they perceive the service as detrimental. It deals imperfectly with the concept of the free rider, for the nonmembers still avoid certain payments, particularly special assessments and occasional fines, that may be levied on members.

Pure agency shop provisions appeared in 87 (8 percent) of the 1,100 agreements having union security, and covered 12 percent of workers involved. The clauses were found most commonly in the communications industry, as well as that part of the electrical machinery and equipment industry that produces communication equipment (table 1). Clauses in these two industries were negotiated mostly by the Communications Workers and Electrical Workers (IBEW) with units of the Bell Telephone system:

- (27) All employees, except occasional employees, who are members of the union or who are obligated to tender to the union amounts equal to periodic dues on the effective date of this agreement, or who later become members, and all employees, except occasional employees, entering into the bargaining unit on or after the effective date of this agreement, shall as a condition of employment pay or tender to the union amounts equal to the periodic dues applicable to members from such effective date or, in the case of such employees, entering into the bargaining unit after the effective date, on the thirtieth day after such entrance, until the termination of this contract.
- (28) Each employee who is a member of the union or who is obligated to tender to the union amounts equal to periodic dues on the effective date of this agreement, shall as a condition of employment, pay or tender to the union amounts equal to the periodic dues applicable to members, for the period from such effective date or, in the case of employees entering into the bargaining unit after the effective date, on or after the 30th day after such entrance, whichever of these dates is later, until the termination of this agreement.

Each employee who is a member of the bargaining unit on or before the effective date of this agreement and who on the effective date of this agreement was not required as a condition of employment to pay or tender to the union amounts equal to the periodic dues applicable to members, shall, as a condition of employment, pay or tender to the union amounts equal to the periodic dues applicable to members for the period beginning 30 days after the effective date of this agreement, until the termination of this agreement.

The conditions of employment specified above shall not apply during periods of formal separation from the bargaining unit by any such employee but shall reapply

to such employee on the 30th day following his or her return to the bargaining unit.

Including combinations with other forms of union security, 179 agreements (16 percent) having union security provisions established the agency shop for at least some workers (text table 3). These agreements covered

**Text table 3. Agency shop provisions, 1981-82**

Provision	Agreements	Workers (thousands)
Total having provisions .....	179	1,809.4
Agency shop .....	87	632.0
Modified agency shop .....	10	56.9
Combination of agency shop and:		
Union shop .....	37	896.6
Modified union shop .....	14	108.0
Modified agency shop .....	6	26.5
Maintenance of membership .....	16	49.4
Combination of modified agency shop and maintenance of membership .....	6	23.5
Other .....	3	16.3

1.8 million workers, although the actual number of workers subject to the agency shop clause was undoubtedly far less. The large number of workers were mostly accounted for by the 37 agreements that established combinations of union shop, where allowed, and agency shop, where allowed. These gave the union the strongest form of union security allowed by State law.<sup>14</sup> If neither form were legal, of course, only sole bargaining would apply. These provisions were negotiated under many Teamsters' agreements, particularly those in trucking. The Teamster clauses often included a paragraph explaining the equity of the agency shop arrangement:

(29) All present employees who are members of the union on the effective date of this subsection or on the date of execution of this agreement, whichever is the later, shall remain members of the union in good standing as a condition of employment. All present employees who are not members of the union and all employees who are hired hereafter shall become and remain members in good standing of the union as a condition of employment on and after the 31st day following the beginning of their employment or on and after the 31st day following the effective date of this subsection or the date of this agreement, whichever is the later. . . .

If any agency shop clause is permissible in any state where the provisions of this article relating to union shop cannot apply, the following agency clause shall prevail:

(1) Membership in the union is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the union, as

<sup>14</sup>Some of the agreements were negotiated for bargaining units located solely in States allowing the union shop, so that the agency shop provisions did not actually apply.

they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

(2) Membership in the union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he receives equal benefits. The union is required under this agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the union. The terms of this agreement have been made for all employees in the bargaining unit and not only for members in this union, and this agreement has been executed by the employer after it has satisfied itself that the union is the choice of a majority of the employees in the bargaining unit. Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefit contained in this agreement.

(3) In accordance with the policy set forth under subparagraphs (1) and (2) of this section all employees shall as a condition of continued employment, pay to the union, the employee's exclusive collective bargaining representative an amount of money equal to that paid by other employees in the bargaining unit who are members of the union, which shall be limited to an amount of money equal to the union's regular and usual initiation fees, and its regular and usual dues. For present employees, such payments shall commence 31 days following the effective date or on the date of execution of this agreement, whichever is the later, and for new employees, the payment shall start 31 days following the date of employment.

Steelworkers agreements also often included more than one form of union security in their multi-State contracts, usually a modified union shop for some plants and an agency shop for others:

(30) Each employee who on the effective date of this agreement is a member of the union in good standing and each employee who becomes a member after that date shall, as a condition of employment, maintain his membership in the union.

Each employee hired on or after July 1, 1956, shall as a condition of employment, beginning on the 30th day following the beginning of such employment or the effective date of this agreement, whichever is the later, acquire and maintain membership in the union. At the Hennepin Works, the provisions of this Subsection shall only be applicable to each employee hired on or after August 1, 1968. . . .

In states in which the foregoing provisions may not lawfully be enforced, the following provisions, to the extent that they are lawful, shall apply:

Each employee who would be required to acquire or maintain membership in the union if the foregoing union security provisions could lawfully be enforced, and who fails voluntarily to acquire or maintain membership in the union, shall be required as a condition of employment, beginning on the 30th day following

the beginning of such employment or the date of this agreement, whichever is later, to pay to the union each month a service charge as a contribution toward the administration of this agreement and the representation of such employees. The service charge for the first month shall be in an amount equal to the union's regular and usual initiation fee and monthly dues, and for each month thereafter in an amount equal to the regular and usual monthly dues.

Sixteen other agency shop provisions combined the service fee requirement for nonmembers with a maintenance of membership requirement for members, producing a slightly stronger form of union security than agency shop alone. These provisions occasionally included the typical membership escape clause, but employees who elected to withdraw from union membership remained obligated to pay a service fee:

- (31) Each employee who on the effective date of this agreement is a member of the union in good standing and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in the union. . . .

Each employee covered by this agreement who fails to acquire or maintain membership in the union, shall be required as a condition of employment, beginning on the 31st day following the beginning of such employment or the date of signing of this amended agreement, whichever is later, to pay to the union each month a service charge as a contribution toward the administration of this agreement and the representation of such employee. The service charge for the first month shall be in an amount equal to the union's regular and usual initiation fee and monthly dues, and for each month thereafter in an amount equal to the regular and usual monthly dues.

- (32) All employees who are members of the union as of the signing of this agreement, and all employees who hereafter are members of the union shall remain members of the union as a condition of continued employment for the duration of this agreement.

All employees who have not acquired or maintained membership in the union, shall be required, as a condition of employment, beginning on the 30th day following employment, or following the date of the ratification of this agreement, whichever is later, to pay to the union an amount equal to the union's regular and usual initiation fee and to pay each month a service charge in an amount equal to the regular monthly dues, as a contribution toward the administration of this agreement. Such contribution to continue throughout the term of this agreement.

### Grace periods

Under the LMRA, a union shop provision may be negotiated (unless proscribed by State law), but employees may not be required to join the union before the 30th day of employment or the effective date of the agreement, whichever is later. The act was amended in 1959 to allow for special conditions in building and construction, to permit negotiation of membership re-

quirements after 7 days in this industry. Grace periods are not set by Federal law with regard to other types of union security provisions, but some contracts do allow such periods before employees become obligated to pay service fees.

Of the sample agreements examined, 74 percent referred to grace periods, ranging from less than 30 to 90 days of employment (text table 4). Except for agreements in construction, by far the most usual arrange-

**Text table 4. Duration of union security grace periods, 1981-82**

Duration	Agreements	Workers (thousands)
Total having grace periods .....	354	1,994.7
Duration:		
Less than 30 days .....	57	225.4
30 days .....	191	1,246.9
31-45 days .....	77	430.4
46-60 days .....	11	20.7
Over 60 days .....	4	14.6
Varied duration .....	9	38.4
Not specified .....	5	18.2

ment (in 191 agreements) met the 30-day minimum requirement; many other agreements added 1 day, stemming from LMRA's language of "on or after 30 days":

- (33) It shall be a condition of employment that all workers . . . who are not members on the date of the execution of this agreement shall, on the 30th day following the date of the execution of this agreement, become and remain members in good standing in the union. It shall also be a condition of employment that all employees covered by this agreement and hired on or after the date of execution thereof shall, on the 30th day following the beginning of such employment, become and remain members in good standing in the union.
- (34) . . . All present employees who are not members of the local union and all employees who are hired hereafter, shall become and remain members in good standing of the local union as a condition of employment on and after the 31st day following the beginning of their employment or on and after the 31st day following the effective date of this subsection or the date of this agreement, whichever is the later. . . .
- (35) Each employee covered by this agreement shall, as a condition of employment, become and remain a member of the union not later than the thirtieth calendar day following his date of employment or the date of execution of this agreement, whichever is the later.
- (36) All present employees in the bargaining unit shall, as a condition of employment, become members of the union within 31 days after the effective date of this agreement and shall remain members of the union for the duration of this agreement.

Similarly, most construction contracts set requirements as stipulated by the Federal law. The LMRA 7-day minimum grace period usually was given as the maximum negotiated grace period:

- (37) The employees shall become and remain members of the union as a condition of employment from the seventh but not later than the eighth day of employment, or the effective date of this agreement, whichever is later.
- (38) All employees who are members of the union on the effective date of this section shall remain members of the union in good standing as a condition of employment. All present members who are not members of the union and all employees who are hired hereafter shall become and remain members in good standing of the union as a condition of employment at the expiration of 7 days following the beginning of their employment with any member of the association or at the expiration of 7 days following the effective date of this section, whichever is the later. . . .
- (39) . . . It is hereby agreed by both parties that any employees employed by the contractor shall become members of the respective local herein mentioned after the 7th day of employment.

The Federal law makes no direct reference to agency shop clauses, and therefore, sets no minimum grace period. However, negotiators of such provisions often set such a period, possibly to comply with State labor laws:

- (32) All employees who have not acquired or maintained membership in the union, shall be required, as a condition of employment beginning on the 30th day following employment, or following the date of the ratification of this agreement, whichever is later, to pay to the union an amount equal to the union's regular and usual initiation fee and to pay each month a service charge in an amount equal to the regular monthly dues, as a condition toward the administration of this agreement. Such contribution to continue throughout the term of this agreement.
- (40) Any employee entering the bargaining unit after the effective date of this agreement, upon completion of his 30-day period, shall as a condition of employment pay to the union an amount equal to the periodic dues.

Although the LMRA does not specify whether the grace period is in terms of calendar days or actual working days, it usually is given the first interpretation. Perhaps out of recognition that new employees are the ones most likely to be affected by temporary layoffs and intermittent employment, a small number of provisions required membership, within limits, only after a specified number of days were actually worked:

- (8) A "union shop" is one that maintains safe and sanitary conditions, and that employs only persons who are members of the union in good standing, or who become members and remain members in good standing on the 30th day of actual work following the commencement of their employment, or from the effective date of this agreement whichever is later. Such actual working days shall not exceed a 2 month period. . . .

A number of provisions allowed grace periods longer than the minimum set by Federal law. The longer grace

periods might have been another way of recognizing the often intermittent employment of newly hired employees:

- (41) Employees covered by this agreement at the time it becomes effective shall be required as a condition of continued employment to become members of the union on or within 10 calendar days after the 30th calendar day following such effective date. Employees hired after the effective date of this agreement and covered by this agreement shall be required as a condition of continued employment to become members of the union on or within 10 calendar days after the 30th calendar day following the beginning of their employment. . . .
- (42) All new employees are covered by this agreement from the time of hire and all employees must, as a condition of employment, acquire membership in the association within 60 days after the effective date of this agreement or the date of employment, whichever is later, and maintain such membership for the duration of this agreement. . . .

Yet other provisions established the grace periods to coincide with a new employee's probationary period. Some employers and unions hold the position that an employee should not be required to join the union until he or she has gained regular employee and seniority status. During the probationary period (which of course may be 30 days or less), a new employee usually may be terminated without union intervention. Coupling a longer grace period with a longer probationary period may avoid charges against the union of failure to represent a dismissed union member. Since probationary periods sometimes varied depending on the time needed to learn the work, the grace periods also varied at times:

- (43) . . . Each employee in the bargaining unit in the employ of the company on the effective date of this agreement who has not completed his probationary period and each new employee in the bargaining unit whose employment begins after the effective date of this agreement shall, as a condition of continued employment, become a member of the union on the 1st day of the week following the completion of his probationary period and shall thereafter maintain his membership in the union during the term of this agreement.
- (44) All employees shall, as a condition of their continued employment by the employer, become and remain members of the union in good standing to the extent provided by law, upon satisfactory completion of their probationary period following the beginning of their employment.

A small number of provisions varied the grace period for other reasons. Some construction industry clauses required union membership after 7 days for workers employed at construction sites, but after 30-31 days for other employees. This may be to avoid violations of the law, if some workers in the bargaining unit

cannot properly be included in the building and construction industry:

(45) All employees covered by this agreement employed at the site of construction, alteration, painting or repair of a building, structure or other work shall be required, as a condition of employment, to apply for, and to become members of, and to maintain membership in, the union (that is the parent local union or the appropriate subdivision of the union as determined from time to time by the union by classification) within 8 days following the beginning of their employment or the effective date of this clause, whichever is the later. . . .

All employees covered by this agreement not employed on the site of construction, alteration, painting or repair of a building, structure or other work shall be required, as a condition of employment, to apply for, and to become members of, and to maintain membership in, the union (that is the parent local union or the appropriate subdivision of the union as determined from time to time by the union by classification) within 31 days following the beginning of their employment or the effective date of this clause, whichever is the latter. . . .

**Exclusions from membership requirements**

Of the 476 sample agreements, 26 excluded certain groups of employees from union security requirements. The 26 clauses most commonly applied to part-time or temporary employees. Should such worker's status later change, he or she would normally be required to comply with the union security clause in the same way as other regular employees:

(46) The company is agreeable to making payment of initiation fees and regular current union dues a condition of continued employment for all employees in the bargaining unit . . . except temporary employees and probationary employees who shall not be subject to the provisions of this Article. . . .

(47) The provisions of this [union security section] shall not apply to part-time, temporary or summer employees.

Another exclusion related to workers who objected to joining or supporting a union on religious grounds. This exclusion received legal sanction in 1980, when the LMRA was amended to provide that employees belonging to a "bona fide religion, body, or sect which historically held conscientious objections to joining or financially supporting labor organizations" are not required to do so as a condition of employment. Because the amendment is recent, only three provisions appeared in the present study. One required the exempted worker to pay the equivalent of dues and initiation fees to a nonreligious, nonlabor charity:

(48) The union and the company may agree mutually that an individual employee who has religious objections or other valid objections to membership in the

union need not be covered by any union shop provisions that may be provided hereafter.

(49) Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the union as a condition of employment hereunder; provided, however, that such employee shall be required to pay, in lieu of periodic dues and initiation fees, sums equal to such dues and initiation fees to a nonreligious, nonlabor organization charitable fund exempt from taxation under . . . the Internal Revenue Code, chosen by such employee from the following three funds . . . Boy Scouts of America . . . Girl Scouts of America . . . Metro United Way. . . .

**Savings clauses**

General savings clauses, which invalidate any negotiated provisions that are or become illegal, or that are in conflict with the law, while allowing the rest of the agreement to remain in force, are common in collective bargaining agreements.<sup>15</sup> Less common, but still numerous, are savings clauses limited to union security provisions, including those providing, contingent upon changes in Federal or State laws, for automatic adoption or negotiation of different union security terms. Savings clauses pertaining to union security were found in 80 (17 percent) sample agreements (text table 5). The

**Text table 5. Union security savings clauses, 1981-82**

Savings clauses	Agreements	Workers (thousands)
Total having savings clauses .....	80	938.6
Different form of union security becomes effective:		
If law changes .....	28	146.6
If present provision held invalid .....	3	15.9
Different form of union security to be negotiated if law changes or present provision held invalid		
Present form not operative if prohibited by law .....	15	101.7
Other .....	16	464.8
Other .....	18	209.6

provisions were particularly common and detailed in agreements negotiated by the Teamsters union. The vast majority of savings clauses were found in agreements having some type of union shop provision (table 4).

Under 28 agreements, a different form of union security, not currently allowed by law, would become effective if the law were changed to allow it. Most provisions were negotiated by unions to permit the strongest legal union security clause to apply automatically. However, some agreements specified only that, should

<sup>15</sup> Of 1,550 major agreements in effect on or after January 1, 1980, 976 contained savings clauses. See Bureau of Labor Statistics, *Characteristics of Major Collective Bargaining Agreements, January 1, 1980*, Bulletin 2095, 1981.

the law permit, the specific form of union security previously in force would be reinstated:

- (50) If and when there should be a change in the Iowa law permitting a union shop or agency shop, the union shop or agency shop condition adopted by the State of Iowa shall be effective the week following such change. . . .
- (51) In the event the Right to Work Act of the State of Mississippi is repealed or modified so as to permit the inclusion, in this agreement of the maintenance of membership provisions of the Basic Agreement dated January 15, 1953, between the parties hereto; such provisions shall then be included. . . .
- (52) In the event that any applicable statute is enacted, or any decision rendered by a court or administrative agency having jurisdiction thereof, which statute or decision permits union security or hiring provisions more favorable to the union than contained herein, then the parties hereto shall meet and amend this agreement so as to give the union the benefits permitted by such statute or decision.

Provisions in 15 agreements were somewhat similar, allowing changes in union security if the law changed or the present provision was held invalid. These clauses, however, made the changes subject to negotiations, rather than occurring automatically. A considerable number of the clauses were found in building trades agreements:

- (37) Either party to this agreement shall have the right to re-open negotiations pertaining to the union security by giving the other party 30 days written notice when there is reason to believe that the laws pertaining thereto have been changed by Congressional amendments, court decisions, or Governmental regulations or decisions.
- (53) Either party to this agreement shall have the right to re-open negotiations pertaining to union security when the Federal Laws applicable thereto have been changed, by giving the other party 30 days written notice.
- (54) If any provisions of law prevent the effectuation of any part of the union security clause, the parties will give consideration to making revisions herein to effect its general purpose and to conform with the appropriate provisions of applicable law.

The provisions often provided for negotiation of a new union security provision in the event the current form of union security were ruled invalid by a court of law, rather than by legislation:

- (55) Any provisions of the agreement adjudged to be unlawful by a court of competent jurisdiction shall be treated for all purposes as null and void, but all other provisions of the agreement shall continue to be in full force and effect except as provided herein. In the event that the union security provisions are invalid as a mat-

ter of law, either party to this agreement may elect to re-open this agreement for the purpose of negotiating a new union security provision.

- (56) In the event this Section of this agreement is determined to be invalid or unenforceable by any tribunal, judicial, administrative or arbitral, and said Section becomes unenforceable because of such determinations, then the union shall have the right to reopen the agreement solely to enable the parties to negotiate an alternate protective provision. Sixty days prior notice of such reopening shall be given by the union but no such notice shall be given earlier than 60 days prior to March 31, 1980. At any time after 60 days from such notice if the negotiations have not been successful, then the union shall be entitled to terminate the agreement and shall then be free to strike. Such 60 day period may be extended from month to month by mutual consent of the parties.
- (57) Any provision of this agreement adjudged to be unlawful by a court of competent jurisdiction shall be treated for all purposes as null and void but all other provisions of this agreement shall continue to be in full force and effect except as provided herein. In the event that the union security provisions of this agreement . . . are adjudged to be unlawful by a court of competent jurisdiction or if the union and the employer jointly find that such union security provisions are invalid as a matter of law, either party to this agreement may elect to reopen the agreement for the purpose of negotiating a new union security provision.

Under another three agreements, a different form of union security automatically was to come into effect if the current provision were held invalid. Unlike the preceding clauses, these clauses usually provided for substitution of weaker forms of union security:

- (58) In the event the union security provision of the agreement is held to be invalid, unenforceable or of no legal effect generally or with respect to any building because of interpretation or a change of federal or state statute, city ordinance or rule or decision of any government administrative body, agency or subdivision, the permissible union security clause under such statute, decision or regulation shall be enforceable as a substitute for the union security clause provided for herein.
- (59) The parties recognize that the union is required to represent all of the employees in the bargaining unit, whether or not they are members of the union, and that the benefits of this agreement accrue to all employees. Therefore where the provisions for a union shop under paragraph (a) may not be enforced because of the restrictions imposed by state law, the following shall be applicable, if permitted by state law:

Employees who are not union members shall, as a condition of employment, beginning on the 30th day following the beginning of such employment or the effective date of this agreement, whichever is later, pay to the union each month a service charge as a contribution toward the administration of this agreement and the representation of such employees. . . .

Savings clauses in 16 other agreements provided for invalidation of union security clauses if they were unlawful or inconsistent with the law, but did not provide for a substitute form of union security. The clauses generally were found in multiplant agreements requiring compulsory union membership in States where permitted. The savings clause invalidated this requirement in plants located in right-to-work States:

- (60) Membership in the union on or after 30 calendar days following the beginning of employment, or the effective date of this agreement, whichever is later, shall be a condition of employment to the extent consistent with law. (Because of state laws, this section does not apply to plants located at Superior, Nebraska; Okay, Arkansas; Houston, Texas; Devil's Slide, Utah; Salt Lake City, Utah; Knoxville, Tennessee; Castle Hayne, North Carolina; and Tampa, Florida.)
- (61) The foregoing [union shop provision] shall apply to all plants except where prohibited by federal or state law.

Nearly all of the remaining 18 provisions established various combinations of the provisions previously discussed. Teamsters' agreements in the trucking industry were particularly comprehensive and flexible. Depending on the legal circumstances, they allowed for modification of existing union security clauses, negotiation of replacement clauses, or automatic establishment of either stronger or weaker clauses:

- (62) . . . In the event of any change in the law during the term of this agreement, the employer agrees that the union will be entitled to receive the maximum union security which may be lawfully permissible. No provision of this section shall apply in any State to the extent that it may be prohibited by State law. If, under applicable State law additional requirements must be met before any such provision may become effective, such additional requirements shall first be met. If any provision of this section is invalid under the law of any State wherein this agreement is executed such provision shall be deemed modified to comply with the requirements of State law or shall be renegotiated for the purpose of adequate replacement. If such negotiations shall not result in a mutually satisfactory agreement, the union shall be permitted all legal or economic recourse.
- (63) No provision of this article shall apply in any state to the extent that it may be prohibited by state law. If under applicable state law additional requirements must be met before any such provision may become effective, such additional requirements shall first be met.

If any agency shop clause is permissible in any State where the other provisions of this article cannot apply, the agency clause shall prevail. . . .

To the extent such amendments may become permissible under applicable Federal and State Law during the life of this agreement as a result of legislative, administrative or judicial determination, all of the pro-

visions of this Article shall be automatically amended to embody the greater union security provisions contained in the 1947—1949 Central States Over-the-Road Motor Freight Agreement, or to apply or become effective in situations not now permitted by law.

#### **Employer pledge of nondiscrimination .**

In the earlier days of the union movement, employers were almost universally hostile to union efforts to organize workers or negotiate contracts and used various tactics to prevent, delay, or weaken organizing attempts. Employers often discharged, disciplined, or demoted workers for union membership or activity and used various means to screen out prospective employees having union sympathies. One weapon, the "yellow dog" contract, outlawed by the 1932 Norris-La Guardia Act, required workers to agree in writing not to join or support a union, under penalty of dismissal. Employers were subsequently barred from discriminating against union members in employment by the Wagner Act of 1935, and its successor, the LMRA.

Reflecting the requirements of law, and perhaps the desire to gain goodwill and a good working relationship or rapport with the union, many employers have included a pledge of nondiscrimination with regard to union membership or activity as part of the agreement. Of the 476 sample contracts examined, 281 (59 percent) covering nearly 1.8 million workers (70 percent), included such pledges. In addition, the pledges often were included as part of broader pledges in keeping with equal opportunity laws, as well as labor legislation. The more thorough clauses extended the employer's pledge of nondiscrimination to both employees and prospective employees, as well as to both membership and activity:

- (64) . . . The company will not discriminate in respect to hire, tenure of employment, or any terms or conditions of employment against any employee covered by this agreement because of membership in, or lawful activity on behalf of the union, nor will it discourage or attempt to discourage membership in the union, nor attempt to encourage membership in another union.
- (65) There shall be no discrimination against any employee or applicant for employment in any aspect of hiring or employment in any manner whatsoever because of union membership or activities or lack thereof, or on account of race, creed, color, sex, age or national origin. Wherever the masculine gender is used in this agreement, it is intended to mean and include in each instance the feminine gender in like manner for all purposes.

Often the pledge made no specific reference to prospective employees or new hires, but only to the membership and activity of those currently employed. The omissions may not be significant, or may be considered to strengthen management's traditional right to hire workers of its own choosing:



- (66) The company will not attempt to intimidate or coerce any employee into refusing to join the union and will not discriminate against any employee because of his membership in the union or for legitimate union activity. Such activity, however, shall not interfere with the company's operations; nor be conducted during working hours (unless expressly provided for by this agreement).
- (67) The company agrees that there shall be no discrimination against any employee because of his lawful activity on behalf of the union as a member, officer, or duly authorized representative. . . .

Prohibitions on employer coercion, restraint, and interference, as well as discrimination, often appeared. These words are prominent in Federal labor law, covering workers' right to organize or join labor organizations:

- (68) There shall be no discrimination, coercion, interference or restraint by the employer against any employee because of membership in or activity on behalf of the union, and the provisions of this agreement shall apply without discrimination of any kind on account of race, national origin, sex, age, color or creed, and for any other reason prohibited by law. . . .
- (69) The employer agrees that it shall not discriminate against any agent because of membership or non-membership in any labor organization, or coerce any agent for joining the union.
- (60) The company shall not discriminate against any employee for union activities or for upholding union principles, and union members shall be free from interference, restraint or coercion by the company.

Some clauses referred to nondiscrimination regarding union membership, but not regarding activity. These clauses often were coupled with prohibitions or limitations on union activities:

- (70) There shall be no discrimination, coercion, interference or restraint by the company or the union or by any of their agents against any employee because of membership or nonmembership in the union, and the union agrees there shall be no solicitation for membership or promotional union activity on company time.
- (71) The employer shall continue its policy of not discriminating against any employee or applicant for employment because of union membership. . . .

### Harmony clauses

Harmony clauses, under which the employer agrees to cooperate with the union in securing new members or checkoff authorizations, also may be considered instruments of goodwill. Such clauses appeared in 39 sample agreements. Harmony clauses fell into two categories: (1) The employer provided time and space for the union to hold an orientation session with each new employee, to explain the union's role, benefits of membership or checkoff, union history, or other matters; and (2) management agreed to recommend or suggest that

employees become members, authorize checkoff, or pay back dues.

Under Federal law, it is "an unfair labor practice for an employer . . . by discrimination in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage membership in any labor organization." Thus, the employer must avoid any appearance of coercion or partiality in carrying out terms of a harmony clause:

- (72) In order that each employee may be made familiar with the union security and other provisions of this agreement and his rights and responsibilities thereunder, the company will provide each employee with a copy of the union agreement and will suggest to each new employee at the time of his employment that he voluntarily sign the application card for membership in the union and execute an authorization for the check-off of union dues and initiation fees on the forms furnished by the union.
- (73) The company, at the time of hiring an employee to be covered by the labor agreement, will furnish such employee a copy of the agreement and, after informing him of his obligations to become a member as set forth in Section 4.B(3), Check-Off Authorization. At the same time, the company will suggest to such employee that he voluntarily sign and execute the application for union membership and check-off authorization. Any such application executed by an employee at the time of hire will be forwarded to the Financial Secretary of the local union.

Management cooperation in securing membership may be only a goodwill gesture where the parties have agreed to a union shop. However, this cooperation can be particularly valuable to the union in States that prohibit compulsory membership. Workers are more willing to join the union if they anticipate no company opposition. Consequently, a few of the clauses, mostly in trucking, applied only in States where compulsory forms of union security were prohibited:

- (29) In those instances where Section 3 hereof [union shop] may not be validly applied, the employer agrees to recommend to all employees that they become members of the union and maintain such membership during the life of this agreement, to refer new employees to the union representative and to recommend to delinquent members that they pay their dues since they are receiving the benefits of this agreement.

The union orientation sessions sanctioned by the agreement varied in the degree of formality and in the time allowed. Some programs were subject to management review. Occasionally, the union's presentation was included in the company's orientation program:

- (74) During our 1977 negotiations, the parties recognized the mutual desirability of establishing a coordinated program of orientation for new employees in the course of pre-employment processing.

Accordingly, during the term of this agreement, the headquarters of the international union will develop an appropriate educational program of not more than two hours duration designed for presentation by employees designated by the union in facilities provided by the company at its various locations. It is the intent that the local parties will coordinate the union orientation sessions as to content and timing with the company orientation program at each location. All materials, papers, texts, visual aids, and other educational or informational aids for the union orientation program will be furnished by the union at its expense. When the program is developed, it will be reviewed by a joint industry-union committee.

- (75) The company agrees to provide a one-half hour period for an appropriate union officer to orient and process into the union all new production and maintenance employees on the date they are hired.

### **Union pledge of nondiscrimination in membership**

A union may, within limits set by law and its constitution, deny membership, or expel members, for a variety of reasons in addition to nonpayment of dues or initiation fees. It may, for example, refuse to accept as members individuals outside its own bargaining unit or jurisdiction and may expel members for strike breaking, misuse of union funds, membership in another union, or other reasons.

Under civil rights legislation, however, a union may not deny or terminate membership because of race, color, sex, or national origin. Under the LMRA, furthermore, a union may not discriminate, or cause an employer to discriminate, against an employee for any reason except nonpayment of dues and initiation fees required as a condition of employment. The employer, in turn, may support no union discrimination against a nonmember if he has reason to believe membership was not available to the employee on the same general terms available to other union members or was denied or terminated for reasons other than failure to pay dues and fees.

Reflecting these legal requirements, 46 of the 476 sample agreements included a union pledge not to discriminate against employees in securing or maintaining union membership. The language of these provisions varied widely. Some clauses adhered closely to the requirements of the LMRA, pledging the union to make membership available to all applicants without discrimination and not to demand discharge of an employee for reasons other than failure to pay dues and fees. The provisions sometimes cited the act itself:

- (76) . . . The union agrees to accept and retain as members all such employees without discrimination. The union agrees that it will not require the company to discharge any such employee for any reason other than failure of the employee to tender the standard dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the union. . . .

- (77) . . . All non-seniority persons shall make application for union membership, and the local union agrees not to unreasonably refuse such persons into membership in the local union. Such persons shall make application for and complete such union membership subject to the provisions of the Labor-Management Relations Act of 1947.

Some clauses pledged the union to admit to membership without discrimination individuals protected by civil rights legislation. Occasionally, however, the union reserved the right to deny membership in keeping with its constitution and bylaws:

- (20) The union agrees that in accordance with its long established policy, it will not discriminate against any employee or group of employees in admission to its membership because of race, creed, color, sex, or national origin, and that it will represent all employees, including both union and non-union members, without discrimination on all matters relating to collective bargaining. Nothing, however, shall compel the union to accept into its membership any individual, who under its By-Laws and Constitution is not entitled to be admitted.

- (78) The international union and the respective local unions, parties hereto, together with the members of such local unions, agrees that they will not

(1) exclude or expel from membership, or otherwise discriminate against, any individual because of his race, color, religion, age, sex or national origin; or

(2) limit, segregate, or classify its membership, or classify or fail to refer for employment any individual, in any way which would deprive or tend to deprive any individual of employment opportunities, or would limit such employment opportunities or otherwise adversely affect his status as an employee or as an applicant for employment, because of such individual's race, color, religion, age, sex, or national origin; or

(3) cause or attempt to cause the employer to discriminate against any individual in violation of this section.

The parties recognize that in complying with this Article they are subject to the specific provisions and exemptions of Title VII of the Civil Rights Act of 1964 or the Age Discrimination in Employment Act of 1967, as well as the specific statutes of the various states and pertinent Executive Orders issued by the President of the United States.

At least one provision under an agency shop agreement reserved the union's right to deny or terminate an employee's membership for lawful reasons other than nonpayment of dues and fees. The employee was, however, still required to pay a periodic service or agency fee:

- (79) Nothing herein shall be construed to limit the union's lawful rights to determine and enforce regulations regarding acquisition of, and retention of, membership

in the union. Any covered employee who is refused membership, or whose membership is involuntarily terminated by action of the union body (other than for refusal to tender initiation fee and periodic dues) shall not be subject to discharge for employment but, rather, shall take on the status of a service fee employee. . . .

### Methods to resolve union security disputes

Disputes over union membership status or other union security issues usually were handled through the regular grievance and arbitration procedures, except as prohibited or limited by law or by the agreement itself. Under a small number of agreements, union security issues were excluded from the dispute settlement procedures:

- (80) The Joint Conference Board and the Local Joint Conference Committees shall be empowered to:
- (a) Establish the general recognition and enforcement of the terms and conditions of this agreement.
  - (b) Hear and adjust disputes upon the complaint of the union, local union, the employer or individual employer, involving the interpretation or enforcement, of this agreement, except disputes arising under Article VI [union membership]. . . .
- (45) No dispute, complaint or grievance concerning the interpretation, application, or compliance with any provision or provisions of 04.000 [union security] . . . is or are arbitrable under the provisions of this Section . . . of this agreement.

Special procedures for settling union security disputes were established in 23 sample agreements. Some of these provided for expediting the dispute through the grievance procedure, or submitting the issue directly to arbitration:

- (81) Any dispute arising as to the employe's membership in the union shall be reviewed by a representative of management and the Chairman of the Shop Committee, and if not resolved, may be decided by the Impartial Umpire.
- (64) Any dispute arising as to an employee's membership in the union shall be processed as a grievance commencing with step three of the grievance procedure, Article 30.
- (82) Neither the union nor any of its officers, agents or members shall intimidate or coerce employees about membership or non-membership in the union. If any dispute arises as to whether there has been any violation of this pledge (or whether an employee affected by this agreement has resigned from the union or has maintained his union membership in good standing), the dispute shall be submitted directly to arbitration for determination.

### Hiring practices

Employers obtain new employees in a variety of ways, including recruiting at high schools and colleges, referrals from public and private employment agencies, ad-

vertising (both formal and word of mouth), and unsolicited job applicants (walk-ins).

In unionized companies and industries, the union often serves as another source of employees. Union or joint union-management hiring halls, as well as less formal union referral systems, are centralized and convenient means of matching job applicants with job opportunities, particularly in construction and other industries characterized by many small employers, relatively short-term and intermittent employment, and loose employee attachment to particular employers. The union's specialized knowledge of the employers with which it negotiates usually allows it to provide qualified workers more efficiently than other sources.

Union or joint hiring halls or referral systems are often considered a type of union security. They may indeed be the nearest to the closed shop of any form of union security allowed by law, since the union may exercise a significant degree of job control in screening job applicants before referring them to the employer.

Under the traditional hiring hall arrangement prevalent before the LMRA, the union generally was the exclusive source of job applicants, who usually were required to be or become union members to use the union referral service. The LMRA made this arrangement illegal when it outlawed the closed shop and discrimination in hiring based on membership or nonmembership in the union. However, the LMRA allowed hiring hall arrangements that did not discriminate against non-union members.

In 1959, the Landrum-Griffin Act amended the LMRA and to a great extent legalized the hiring hall system in the construction industry. Nothing in the law prohibited negotiation of an exclusive referral system, and the amendment specifically allowed negotiation of clauses setting up minimum standards of training and experience, qualifications, and preferential referrals based on previous length of service with employers in the industry or area.

Negotiations of the standards and preferential treatment clauses, coupled with the control the union may exercise over apprentice programs, virtually ensure union control of job opportunities under many agreements. Particularly during periods of high industry unemployment, unions may refer only workers with considerable prior experience with area employers—workers who almost always are union members.

Although Landrum-Griffin referred only to the building and construction industry, hiring halls and other union referral systems were found in multicompany agreements in other industries, and occasionally appear even in single-firm agreements. In the present study, 131 of the 476 agreements sampled, covering 672,500 of the 2,573,900 workers involved, established some form of union or joint referral arrangement (table 5). The provisions were closely associated with union shop

clauses, perhaps reflecting the pre-LMRA closed shop arrangements, and union bargaining power in industries with many small employers. Referral systems appeared in 28 percent of all sample agreements, and in 38 percent of sample agreements with a union shop provision.

As expected, hiring clauses were relatively rare in agreements negotiated for workers solely in right-to-work States. These States had 15 percent of the sample agreements, and 6 percent of the workers, but accounted for only 5 percent of the hiring provisions, and 4 percent of workers involved (table 6).

Of the referral systems, 62 could be classed as hiring halls, either identified as such, or having various characteristics, including physical facilities, control over the employee-selection process, lists of referrals, definite order of referral (usually including the preferential treatments allowed by law), the employer's right to reject or request specific employees, and other factors (text table 6).

**Text table 6. Hiring practices, 1981-82**

Practice	Agreements	Workers (thousands)
Total having practices .....	131	672.5
Hiring hall .....	62	253.7
Union-not explicitly nondiscriminatory .....	6	25.3
Union-explicitly nondiscriminatory .....	49	200.6
Joint-not explicitly nondiscriminatory .....	1	3.2
Joint-explicitly nondiscriminatory .....	6	24.5
Preferential hiring .....	10	29.0
Consideration to union .....	59	389.8

Fifty-five hiring hall provisions called for operation solely by the union. Of these, 49 specifically stated the union would not discriminate in making referrals. This, of course, did not mean preference could not be given based on particular qualifications or experience:

- (83) Each local union shall establish and maintain an employment facility at which it shall establish and maintain an open and nondiscriminatory employment list for the use of applicants for employment in their geographical area serviced by that employment facility. . . .

The employment facility will furnish in accordance with the request of the contractor each such qualified and competent applicant from among those registered on said employment list to the contractor by use of a written identification slip stating information pertinent to the prospective employment, in the order of preference stated below. The selection of applicants for dispatchment to jobs shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by union membership, by-laws, regulations, constitutional provisions, or any other aspect or obligation of union membership, policies or requirements. . . .

- (84) The union shall be notified by telephone of all requirements for new help. The union agrees to furnish applicants, whenever possible, through its hiring hall,

which it maintains at its offices at 10 East 15th Street, New York, N.Y. . . . This provision is not to be deemed or interpreted to be a requirement for a closed shop as the hiring hall maintained by the union as aforesaid is available to both union and non-union applicants for jobs and the selection of applicants for referral to jobs is on a non-discriminatory basis and not based upon, or in any way affected by, union membership, By-Laws, regulations, constitutional provisions or any other aspect or obligation of union membership, policies or requirements.

An additional six agreements established union hiring halls, and made no reference to nondiscrimination in referrals. This does not mean that the unions involved were engaged in illegal discrimination. Some negotiators may have simply felt that legal restraints or requirements are already matters of public record and need not be reiterated in the agreements. Other agreements may have contained more general nondiscrimination clauses.

Joint union-employer hiring halls were found in only six contracts. Five contained a pledge of nondiscrimination in referrals:

- (85) Notwithstanding the fact that PMA's contribution towards dispatch hall costs is by virtue of this agreement greater than the contribution of the ILWU, nothing herein contained or otherwise shall in any way change or modify the basic principle and understanding of the parties as expressed in this agreement that the dispatch halls shall continue in the future, as they have in the past, to be maintained and operated jointly and equally by the ILWU and the PMA.

- (86) Each company will apply to the Joint Employment Office for additional employees when same are needed. If the Joint Employment Office cannot supply an employee or employees satisfactory to the company within seventy-two hours, exclusive of Saturday, Sunday or holidays, the company may hire employees from whatever source available. The employer will instruct employees so hired to report to the union on the first Monday evening after the date of hire for the purpose of obtaining a temporary card. Although men shall be hired, when available, through the Joint Employment Office, neither the union nor the employer shall in such hiring give any preferential treatment as between union and non-union men seeking employment.

Hiring hall provisions commonly required the employer to notify the union of job opportunities and allowed it a limited time to dispatch workers. If the union failed to supply enough workers within the time limit, the employer could hire through other sources:

- (87) When new employees are required, the employer shall give first consideration in hiring to the unemployed area carpenters who reside in the county listed in the Preamble. Hiring will be on a non-discriminatory basis. The employer shall have the right to request or select journeymen carpenters from the unemployed whom they consider qualified and satisfactory to perform the necessary work.

In the event the union fails to furnish men within 48 hours, the employer may secure employees from other sources.

- (63) The employer shall notify the union's employment office (hereinafter referred to as the "employment office"), if, as and when it desires to hire a new employee. If a satisfactory applicant for employment shall not be referred by the employment office within 72 hours (exclusive of Saturdays, Sundays and holidays) of the employer's request thereof, the employer may seek to fill its job vacancy from any other source. . . .

In construction and other industries having relatively fluid movement of workers among employers, individual workers often become known for the quality of their work. Reflecting this, as well as the occasional dispatching of workers with inappropriate skills, many of the agreements reserved to the employer the right to reject unwanted referrals.<sup>16</sup> The employer often was also allowed to request workers by name, who would be referred, if available, regardless of their positions on the referral list:

- (57) The employer shall have the right to reject any applicant for employment.
- (88) An employer may call for a workman by name only:
- (1) If the workman is registered on the A List in the area in which he is to be employed, or
  - (2) If the workman has worked previously for such employer in the San Francisco Bay Area or for such employer in some other area or some other employer member of the Council in the same industry whom the requesting employer may consider particularly suitable for the job, and
  - (3) If the workman is available for work.

For each workman dispatched, the hiring hall shall send to the employer, with the workman or by mail, a written referral slip. The employer shall have the right to reject any job applicant referred, provided that he shall in no way discriminate against persons because of local union membership or activities.

- (39) The employer shall make requests to the union for specific persons if such persons shall have previously worked for the employer for at least 60 days within the jurisdiction of the Keystone agreement and have been laid off for not more than 30 days, and the union shall be free to honor such requests if the specific person or persons requested are available for employment, provided the locals herein mentioned have a record of such employees that may be requested by the employer of previous employment. The employer retains the right to reject any job applicant referred by the union.

In addition, all new employees, including those hired directly or from a nonunion source, may be required to obtain a work permit from the union (for a fee) before actually commencing work. Although many union referral services are free to applicants, some require workers to pay a registration fee to use the service:

- (89) All applicants registering on the referral list or employed as a result of referral shall be charged a minimum fee in the amount of \$10.00 per month to defray the expenses and costs for the administration and operation of this referral system. It is, however, recognized that all applicants who are members of the union by payment of their dues contribute by such payment to the cost of the operation and administration of this system and therefore no registration fee shall be charged to any member of the union having paid his current dues.

In a union hiring hall, as in other situations in which workers must compete for jobs, disputes and complaints often arise. A worker, for example, may complain if he must go to the bottom of the referral list following a job lasting only a few days.<sup>17</sup> Under some agreements, a joint grievance committee is set up to deal with such matters:

- (90) The parties to this agreement shall create a Joint Hiring Hall Committee composed of an equal number of contractors and union representatives to supervise and control the operation of the job referral system herein. . . .

The Joint Hiring Hall Committee shall have the following power:

- A. To establish any and all rules and regulations from time to time that it deems advisable for the operation of the job referral plan.
- B. Properly post the rules and regulations together with the provisions of this agreement, as set out in ARTICLE II and III, in the Joint Hiring Hall, at the contractor's office and at the jobsite.
- C. To hear and determine any and all disputes or grievances arising out of the operation of the job referral system, including, but not limited to, grievances arising from claims by applicants that they have been improperly placed on, or refused placement on, or denied dispatch from out-of-work registration lists, and claims by the union or applicants for damages or other relief based on alleged violation of the hiring procedure. Any applicant or registrant shall have a right to refer any dispute or grievance arising out of and relating to the operation or functioning of the job referral plan to the Joint Hiring Hall Committee.

<sup>16</sup>Other terms of the agreement, however, may require an employer to pay the rejected applicant for "show-up" time, unless the worker is at fault; i.e., is intoxicated, does not have required handtools, etc.

<sup>17</sup>The contracts occasionally contained "short-term job" clauses that allow a worker sent to a job lasting less than a specified time to retain his or her position at the top of the list.

- D. To discipline any employee or applicant for employment who makes a deliberately false statement in his application for referral, who misrepresents his past experience or employment.

Whenever the Joint Hiring Hall Committee reaches a deadlock, the matter shall be submitted to an impartial arbitrator in accordance with the terms of this agreement. The authority of such arbitrator shall be limited to interpreting and applying the provisions of ARTICLE II and III, and the rules and regulations of the Joint Hiring Hall Committee, and his decision shall be final and binding on all parties, including applicants.

The remaining provisions established union referral systems on a somewhat less detailed and formal basis than those citing hiring halls. Ten established preferential treatment for union members, or as permitted, for workers with prior experience with employers in the industry or area. There generally was no requirement that the union have exclusive referral rights:

- (91) The employer shall on 24 hours' notice, advise the union when it needs employees, giving all of the pertinent data to the union with respect to the type of work so as to afford the union equal opportunity to recommend competent, qualified applicants for such vacancies, it being understood that the employer shall hire whomsoever he or it sees fit, and that the employer shall at all times be the sole judge as to the work to be performed and whether such work performed by the employees is or is not satisfactory, provided that the employer shall give preference in hiring to mason tenders residing in the City of New York and Nassau County for a period of 2 years prior to the

date of hire and who during such two-year period worked as a mason tender in the building and construction trades. . . .

- (92) The employer further agrees to give preference in employment over all other persons, to those individuals who had worked during the 5 years immediately preceding October 1, 1969 under the Retail Drug Agreement of Southern California. This, however, does not obligate the employer to employ an unqualified, incompetent or dishonest person.
- (93) In hiring, the employer shall give preference of employment to applicants who have been previously employed in the Automotive Industry.

Under 59 agreements, the employer was required only to give consideration to the union—usually equally with other sources of labor—when in need of workers. Such clauses obviously are weaker than clauses establishing the union as the exclusive source of workers. In practice, of course, employers may still find it more convenient to hire through the union:

- (94) When new or additional employees are required, the employer will notify the union of such requirements and the union may refer applicants for vacancies to be filled. The employer retains the right to reject any job applicant referred by the union but shall not discriminate against such applicant.
- (95) When the employer needs additional men he shall give the local union equal opportunity with all other sources to provide suitable applicants, but the employer shall not be required to hire those referred by the local union. Violations of this Subsection shall be subject to the grievance committee.

## Chapter 3. Dues Checkoff Provisions

Checkoff is a common practice in organized establishments and sometimes is not dependent upon the existence of a formal union security clause. Union dues are a fee paid periodically, usually monthly, by members of a union, typically as a condition of continued union membership. Besides dues, checkoff arrangements also may provide for deduction of: (1) An initiation fee required when a worker joins a union, usually as set forth in the union's constitution; (2) a reinstatement fee levied on a worker who has rejoined the union; and (3) a special assessment levied by a union on its members to meet financial needs not covered by regular dues. To the union, a checkoff arrangement eliminates the need to solicit individual members each month and insures financial stability. To the employer who agrees to such an arrangement, checkoff eliminates on-the-job interruptions caused by dues collection and, where a union shop prevails, safeguards operations against the discharge problems that would arise through dues delinquency.

Under the LMRA, dues checkoff is permissible only by written authorization or assignment by an employee, with the authorization not being irrevocable for more than 1 year or beyond the termination date of the labor agreement, whichever comes first. Under the act, mandatory dues checkoff is illegal *per se* and is an unfair labor practice for both the union and the employer.

### Prevalence

Of the 1,327 major collective bargaining agreements examined, 1,138 (86 percent), covering 5.2 million workers, contained checkoff provisions (table 7). Of these, 368 (32 percent) provided for dues checkoff only, 25 (2 percent) stipulated payment for dues and assessments, 457 (40 percent) provided for dues and initiation fees, and 211 (19 percent) allowed deductions for dues, assessments, and initiation fees. Seventy-seven additional agreements provided other combinations of checkoff items (often including political contributions combined with dues and other contributions), made checkoff subject to local negotiations, or provided no detail.

Of 621 manufacturing agreements, 594 (96 percent), covering 2.5 million workers, contained dues checkoff provisions. In nonmanufacturing, 544 (77 percent) agreements had dues checkoff provisions applying to 2.7 million workers. Within nonmanufacturing, the in-

cidence of checkoff provisions was very high in all industries, except construction. Perhaps this is because construction workers are normally employed by several employers at different job sites in the course of a year, and it may not be feasible in many instances to institute a checkoff arrangement.

Although the proportion of checkoff clauses varied slightly between agreements with union security provisions and those without, worker coverage varied significantly (table 8). Checkoff arrangements were found in 87 percent of agreements with union security provisions, covering 87 percent of workers, and in 82 percent of agreements providing for sole bargaining, applying to 76 percent of workers. The distribution of checkoff clauses also varied by type of union security. Eighty-three percent of union shop agreements stipulated checkoffs, while 98 percent of maintenance of membership and 95 percent of agency shop agreements provided for such arrangements.

Checkoff arrangements were most prevalent in agreements negotiated in the New England (97 percent), East South Central (93 percent), and East North Central (92 percent) regions (table 9). In contrast, the incidence of checkoff provisions was the lowest in the Mountain (68 percent), Pacific (68 percent), and West North Central regions (75 percent). State bans on union security clauses apparently have led to the negotiation of dues checkoff provisions. Thus, 92 percent of workers under agreements in which all employees were covered in States with right-to-work laws had such clauses, against 82 percent under agreements in States without such laws (table 10).

### Dues collection

Of the 476 sample agreements, 346 (73 percent) referred to checkoff by the company. Under dues checkoff, the union usually had to submit authorizations signed by employees allowing the employer to deduct union dues, as well as an itemized statement of the amount and obligations to be deducted, and had to specify the intervals at which deductions were to be made. Generally, there also was a statement that the dues had to be remitted promptly to the union or within a specified time period:

- (8) At the time of the initiation or reinstatement of a new employee, the union shall obtain and submit to

the employer a written authorization by the employee authorizing the employer to deduct union dues. The employer agrees to deduct union membership dues (a fixed sum which shall consist of periodically fixed dues inclusive of any assessments) once monthly from the first weekly paycheck of each employee in the bargaining unit. Such sums so deducted shall be kept separate and apart from the general funds of the employer for the benefit of the union. The sums so deducted shall be transmitted to the union no later than by the 15th day of the month for which they are withheld, such sums shall be transmitted together with an itemized list of all employees in the bargaining unit.

(96) . . . The local union shall certify to the employer in writing each month a list of its members working for the employer who have furnished to the employer the required authorization, together with an itemized statement of dues, initiation fees (full or installment), or uniform assessments owed and to be deducted for such month from the pay of such member, and the employer shall deduct such amount from the first paycheck following receipt of statement of certification of the member and remit to the local union in one lump sum. . . . Checkoff shall be on a monthly or quarterly basis at the option of the union.

(29) The employer agrees to deduct from the pay of all employees covered by this agreement the dues, initiation fees and or uniform assessments of the union and agrees to remit to said union all such deductions prior to the end of the month for which the deduction is made. Where laws require written authorization by the employee, the same is to be furnished in the form required.

If there were no checkoff system, employees had no choice except to pay dues directly to the union. Only five agreements called for such direct payment of dues to the union. Some agreements allowed union representatives to solicit dues on the company premises, usually with a proviso that this activity not interrupt work. Other provisions required employees to make whatever arrangements necessary to pay union dues in a timely fashion:

(97) The employer shall not collect dues or initiation fees for the union and shall not in any way act as agent of the union. The duly authorized business agent shall be permitted to visit the job, with the least interference to the work.

Even if there were a dues collection arrangement, employees sometimes had the option of paying directly to the union or having the money deducted from their pay. Provisions permitting such choice appeared in 12 collective bargaining agreements. The clauses were scattered among various industries, mainly in contracts negotiated by the Machinists (IAM), Auto Workers (UAW), Rubber Workers (URW), Electrical Workers (IBEW), and Carpenters (CJA):

(98) Employees in U.S. plants may tender initiation fees and membership dues by signing the Authorization for

Check-Off of Dues form, or may pay the same directly to the union.

(99) The company will notify each employee who enters or reenters the bargaining unit of his obligation to pay membership dues as a condition of employment in accordance with this section and will issue to the employee the following two cards:

- A. Dues Deduction-Authorization and Assignment.
- B. Election to Pay Directly to the Union.

(100) The company, upon written authorization of the employee, shall deduct union dues for the current month and any unpaid dues, and promptly remit same to the appropriate office of the respective local union. The company shall provide printed forms for the authorization of union dues deductions. The monies deducted pursuant to authorization for union dues and initiation fees will be deducted from the first week's pay of each month and remitted to the Treasurer of the union within 10 days following the week ending in which such deductions were made. . . .

The local union will furnish the employer with the names of all members paying dues direct to such local union within 30 days following the effective date of this union shop agreement at said plant.

### Union activity on company time or premises

Carrying out union responsibilities under collective bargaining requires a great deal of time and effort. Union activities during working hours or on company time or premises may represent a substantial expense to the employer. It is not surprising that management might impose various limitations. Nineteen sample agreements (4 percent) specifically allowed for soliciting membership or collecting dues on company time or premises (text table 7).<sup>18</sup> In several of the clauses, management

Text table 7. Union activity provisions, 1981-82

Provision	Agreements	Workers (thousands)
Total having provisions .....	81	911.4
Union can solicit membership on company time or premises .....	2	8.2
Union can collect dues on company time or premises .....	15	168.5
Union can solicit membership and collect dues on company time or premises .....	2	3.5
Union cannot solicit membership on company time or premises .....	26	83.1
Union cannot collect dues on company time or premises .....	2	4.1
Union cannot solicit membership or collect dues on company time or premises .....	27	597.3
Other .....	7	46.5

<sup>18</sup>Seven additional clauses provided for undefined union activity, which presumably would include soliciting members or collecting dues.



placed restrictions on these activities during regular working hours on company time, presumably to prevent interference with production or the proper operations of the work schedule.

*Soliciting membership on company time or premises.* Contract language allowing union activities on company property or time for the purpose of soliciting membership was found in only two sample agreements. Perhaps only a few employers believed that it would cost less in the long run if time or company premises were provided to the union for such activities:

(79) Neither the union nor its members shall carry on union activities on the company time, nor shall such activities occur on company premises except as set forth in the following sub-sections:

- (1) Union members who are also employees may solicit members, distribute union literature and carry on similar union organization work outside of working periods in space where no company operations or administrative work is being performed.
- (2) Any such solicitation and organization work shall be limited to small groups of employees (not to exceed eight) and shall not be carried on for any considerably continuous period and shall not interfere with the operations of the company or the use of the space by other employees for the purposes for which the space is intended.

If a certified union representative is a company employee on leave, or is a former employee, he may exercise the rights to engage in union activities on company property outlined . . . above.

(75) The company agrees to provide a one-half hour period for an appropriate union officer to orient and process into the union all new production and maintenance employees on the date they are hired.

In 26 agreements, union officials specifically were not allowed to solicit membership during the regular working hours or on company time. However, some employers may have allowed the unions to use the premises before or after working hours to solicit members:

- (17) The union agrees that neither its officers nor its members, nor persons employed directly or indirectly by the union, will intimidate or coerce employees; nor will it solicit members on company time.
- (73) The union agrees that it will not solicit membership or distribute union literature on company time and that it will not encourage or make a practice of distributing union literature on company property.
- (101) The union agrees further that it will not solicit union membership or carry on other union activities in the plant on company time, or carry on any such ac-

activities in such manner as to interfere with the efficient operation of the plant.

*Collecting dues on company time or premises.* Employers in 15 sample agreements provided facilities or time to authorized union officials for the purpose of collecting dues. As with soliciting members, there often were rules that had to be observed while collecting dues, such as not interfering with the work schedule and providing notification to management of the intended activity:

- (77) The company agrees to admit to its plant at all reasonable times the authorized representative of the local union for the purpose of collecting dues, observing the application of this agreement and adjusting grievances. These activities are to be discharged in a manner that will avoid unnecessary loss of time or disruption of working schedules. The local union representative shall advise the company of such visits by notifying the plant office before or at the time of entering the plant.
- (102) The company agrees to provide a place in the plant where the representative of the union may collect dues, also a bulletin board on which the union may post notices of general interest or notices of union meetings.

In contrast, 29 sample agreements banned union officials from collecting dues on company time or premises. Unless all dues were paid by a checkoff, union officials then presumably either stationed themselves off company premises and tried to collect dues from workers as they were going to or coming from work, had union members go to the union office to pay their dues, or collected dues through the mail:

- (103) Any official of the union not an employee of the employer shall be permitted to enter the employer's plant area during regular working hours. On arrival, he shall immediately notify the employer's Plant Manager, Production Superintendent, or Assistant Production Superintendent on duty of his presence. It is understood that such union representative shall not collect dues or interfere with employees on duty in the performance of their work, and if he desires to talk with the employees on duty, he shall receive permission from the employee's supervisor or other authorized employer representative.
- (104) . . . The union agrees that no official or member of Carpenters Local 1098, AFL-CIO, shall engage in collection of money for any reason whatsoever on any jobsite, except as may be authorized by the employer, and further, that any workmen found engaged in unauthorized collection at a jobsite shall be subject to immediate dismissal without recourse to the grievance procedure.

*Soliciting membership and collecting dues on company time or premises.* Only two sample agreements allowed for both soliciting membership and collecting dues on company time or premises. One agreement stipulated that these activities may take place but not on company time, while the other allowed for the soliciting of mem-

bers, as well as collecting dues, on company property but did not specify that it could not take place on company time:

- (32) The company agrees to provide a place in the plant where a representative of the union may collect dues or conduct union business, provided however, that the union shall not use the office to solicit or sign any new employee or rehired employee before the employee has been put to work, either to join the union or to authorize a check-off of union dues, and also a bulletin board on which the union may post notices of general interest or notices of union meetings. . . .
- (105) The union may, through employees regularly employed by the company, solicit employees for membership in the union and receive union dues from employees on company premises (but not on company time) provided such activity is carried on in a manner which does not interfere with the orderly conduct of the company's business.

Twenty seven sample agreements stipulated that the union could not solicit membership or collect dues either on company time or premises. Although several of these clauses placed limitations on soliciting of membership or collecting dues during the regular working hours, they did not specifically ban the use of company premises either before or after regular working hours. Some provisions stipulated that the union could neither solicit members nor collect dues on company premises:

- (26) The union, its agents or any of its members shall not solicit employees for union membership, collect dues or engage in other union activities on company time. However, nothing herein is intended to restrict normal conversation between employees that does not interfere with the efficient performance of work.
- (64) The union agrees that neither the union nor its members will intimidate or coerce any employee in respect to his right to work or in respect to union activity or membership and further agrees that there shall be no solicitation of employees for union memberships, dues, fines or assessments on company time.
- (69) The union agrees that neither the union nor its members shall, in the employer's offices, solicit for union membership, or collect dues, distribute union material, circulars, or literature of any kind, or conduct other union business or activities in said offices.
- (22) Neither the union nor any local, nor any Steward, Officer, or other agent or representative of either, shall intimidate or coerce any employee, nor solicit members or funds in the plant during working hours.

### Checkoff terms

Generally, there are certain conditions that dictate what action should be taken for a dues checkoff arrangement. In this study, there were two types of checkoff provisions found in the labor contracts. One type provided for a voluntary checkoff; the other, for an "automatic" checkoff. Of the 372 sample agreements

providing data on checkoff terms, 370 (99 percent), covering 2.1 million workers, required voluntary checkoffs. Under this arrangement, the employer agreed to deduct dues only if an employee signed a written authorization, which also established the terms for paying union dues:

- (32) For such employees of the company who shall certify in writing, on a form mutually acceptable to the company and the union, that they authorize such deductions, the company shall deduct the service charge referred to in Section 2 above or the regular union initiation fees in such amounts and at such time or times and on such terms as shall be specified in the authorization. The amounts so deducted shall be remitted promptly to the duly designated officer of the union, Local 670 in the same manner as herein provided for with respect to the collection of dues.
- (2) The employer shall deduct from the pay of every worker upon his written authorization, all union dues, initiation fees and assessments which shall immediately become the property of the union, and shall pay the same to the union within 3 days after such deduction.
- (61) The employer will honor individual authorizations for dues and initiation fee deduction, voluntarily executed by the employees, provided the same conforms to applicable law. . . . All sums deducted shall be remitted to the Secretary-Treasurer of the International Union not later than the 15th day of the calendar month in which such deductions are made. . . .
- (106) The company agrees during the life of this agreement to make deductions of monthly dues and initiation fees as designated by the Financial Secretary of the union for each employee who signs a "Union Initiation Fee and Monthly Dues Deduction" form. . . .

Only two sample agreements stipulated an automatic checkoff where the employer agreed to deduct dues from the employees' wages and to remit the dues to the union, although the contracts did not specifically call for a written authorization. Because it is illegal for an employer to deduct dues without written authorization, it is probable that employees covered by these two agreements signed dues authorizations:

- (107) Contractors signatory to this agreement hereby agree to pay a working assessment at the rate provided in ARTICLE XXII, WAGES, of this agreement.

Payments on every hour of operating engineer's time worked shall be made payable to the North Florida Operating Engineers Escrow Account Post Office Box 2333, Jacksonville, Florida 32203.

Effective May 1, 1980 each employee covered by this Agreement shall be paid as follows:

	May 1, 1980	May 1, 1981
BASIC TAXABLE WAGE . . . . .	\$11.08	\$12.18
less WORKING ASSESSMENT ..	.20	.20
less SAVINGS .....	.25	.25
	<hr/>	<hr/>
NET HOURLY WAGE .....	10.63	11.73
APPEN. FUND CONTRIBU- TION .....	.06	.06
H&W CONTRIBUTION .....	.55	.55
PENSION CONTRIBUTION . . . .	.50	.50
WORKING ASSESSMENT .....	.20	.20
SAVINGS .....	.25	.25
	<hr/>	<hr/>
Total Hourly Rate .....	12.16	13.29

Other union financial obligations, such as initiation fees, assessments, or reinstatement fees, are also often withheld from employees' wages and transmitted to the union. In some cases, management may also withhold voluntary contributions, such as those for political or ideological activities.

*Dues checkoff only.* Of the 1,138 contracts having checkoff provisions 368 (32 percent), covering 1.5 million workers, provided for dues checkoff only (table 7). These provisions were most common in the nonmanufacturing sector (252 agreements), particularly in construction (133), communications (53), and utilities (36). In contrast, these clauses appeared in only 116 agreements in manufacturing, covering 285,700 workers. Dues-only provisions in the manufacturing sector were most common in the electrical machinery (21), chemicals (17), and paper products industries (13). It was possible that "dues" in some of these agreements included other assessments:

- (70) The company will deduct regular union dues from the wages of such employees as individually have heretofore certified or hereafter certify to the company in writing that they authorize such union dues deductions.
- (108) To assist its employees in their obligation to maintain their payment of regular, current, weekly dues, the company will honor from each employee who is a member of the union, a voluntary, revocable assignment authorizing the company, during the life of this agreement, to deduct the regular union dues.
- (109) The employer shall deduct and withhold from the wages due, all employees covered by this agreement, union dues of 2 1/4 percent of hourly wages for each hour worked.

*Dues and initiation fees.* Of the various types of dues checkoff provisions, dues and initiation fees were most commonly deducted (457 agreements). The large proportion of checkoff for dues and initiation fees (40 percent) may, in part, result from the wording of the LMRA which speaks of "periodic dues and . . . initiation fees." These clauses were found mostly in manufacturing (304

agreements), particularly in transportation equipment (63), electrical machinery (43), nonelectrical machinery (34), and food and kindred products (34). Within the nonmanufacturing sector, these provisions appeared mostly in retail trade (43) and construction (27).

- (40) The company will deduct from their wages and turn over to the proper officers of Local 228 the current dues and initiation fees from all employees in the bargaining unit, who have certified in writing that they authorize such deduction. . . .
- (5) Upon receipt of a signed authorization of the employee involved, in the form set forth in Section 4.1, the company shall deduct from the employee's pay check the union initiation fee and the dues payable by him to the union and, at the opinion of a local union, the dues payable by him to the local union during the period provided for in said authorization. The amount of the union initiation fee will not be unreasonable.
- (78) The employer, upon proper notification from the union and receipt of signed authorization from the employee, will deduct the stipulated amount of the initiation fee plus the amount of dues as authorized. . . .

*Dues and assessments.* Only 25 (12 percent) agreements allowed deductions of dues and assessments under a checkoff arrangement. Since unions may levy assessments on union members outside the framework of their collective bargaining agreements, the payment of assessments by union members undoubtedly is understated. Although these clauses were not predominant in any industry, they were most commonly found in the construction and printing and publishing industries:

- (110) Upon receipt of a written assignment and authorization signed by a regular employee, on an appropriate legally acceptable form furnished by the union, the employer agrees to deduct monthly from the first check of such employee in such calendar month and pay to the union his regular monthly dues and/or uniform assessments.
- (111) Each individual employer shall deduct from the employees' wages the dues and general uniform assessments based upon written authorizations regarding same.
- (112) Upon an employee's voluntary written request, The Times shall deduct all membership dues and assessments lawfully and uniformly levied by the Guild from the pay of such employee, as directed by the employee. . . .

*Dues, assessments, and initiation fees.* Of 1,138 agreements with checkoff arrangements, 211 (19 percent) provided for deduction of dues, assessments, and initiation fees. Included were 129 agreements in manufacturing, covering 527,700 workers. Within the manufacturing sector, these clauses were most prevalent in primary metals (36), apparel (17), nonelectrical machinery (16), and food and kindred products (16). In nonmanu-

facturing, dues, assessments, and initiation fees clauses were found in 82 agreements, applying to 386,100 workers. Within nonmanufacturing, these provisions were most commonly found in the transportation (31), retail trade (14), and construction industries (13):

- (4) The company agrees to deduct, as to those employees who authorize it in writing, initiation fees, regular monthly dues and any assessments authorized by the union in accordance with its By-Laws from the second pay day each month of such employees and shall remit the money so deducted to the Financial Secretary of the union not later than the first of the following month. This shall not apply to fines for non-attendance at meetings or other penalties.
- (60) The company will withhold dues, initiation fees, and assessments upon presentation of an authorization printed on a form furnished by the union and signed by the employee; such authorization to conform with State and Federal laws.
- (113) The employer further agrees that when authorization cards signed by its employees providing for deduction of dues, assessments and initiation fees are presented to the employer by the union, the employer shall deduct from the salaries of its employees any dues, assessments or initiation fees that may be owing by the employees to the union, and turn such deductions over to duly authorized representatives of the union.

*Other deduction arrangements.* Seventy-seven agreements (7 percent), covering 946,400 workers, called for other deduction arrangements. Of the 77, 27 provided for the checkoff of dues, initiation fees, and reinstatement fees. Reinstatement fees applied to workers who rejoined the union after terminating their membership. These clauses were most commonly found in the transportation equipment industry. Sixteen contracts stipulated the deduction of dues, initiation fees, assessments, and other contributions, the latter usually for political activities. These provisions were most prevalent in transportation agreements. Checkoffs for political contributions, along with other payments, were prominent in the remaining 34 agreements:

- (64) The company agrees to deduct the union initiation fee, reinstatement fee, and regular monthly membership dues as shall be uniformly levied by the membership of Republic Lodge 1987 and/or the International Union from the earnings of an employee.
- (114) (A) Each member of the association shall deduct union dues (which includes initiation fees and assessments) from the pay of its employees, upon notice from the union, subject, however, to the requirements of law concerning written authorization by the individual employees. . . .

(B) At the request of the union, each member of the association shall deduct from the pay of each employee giving written authorization and direction therefor, political contributions to the I.L.G.W.U. Campaign Committee and AFL-CIO COPE. . . .

- (115) The company agrees during the life of this agreement to deduct on the first payday of each month from the net earnings of employees who have duly authorized such deduction on the appropriate form, a contribution to the International Brotherhood of Electrical Workers, AFL-CIO Committee on Political Education.

*Exclusion of certain types of deductions.* Only nine sample agreements, covering 39,350 employees, specifically prohibited the collection of certain types of union dues. Most of these agreements restricted the collection of political contributions, back dues, strike assessments, or deductions prohibited by law. These clauses basically stood for the proposition that dues should be set only to offset the union's cost in discharging its statutory duties as the exclusive bargaining agent for a particular bargaining unit:<sup>19</sup>

- (95) The employer will recognize authorization for deductions from wages, if in compliance with state law, to be transmitted to the local union or to such other organizations as the union may request if mutually agreed to, except DRIVE deductions which shall be made annually. No such authorization shall be recognized if in violation of state or federal law. No deduction shall be made which is prohibited by applicable law.
- (116) Employers bound by this agreement agree to deduct the appropriate amount (as specified in Article IV, Schedule A) for all employees covered by this agreement who have submitted a signed employee assessment deduction authorization as hereinafter set forth (not including initiation fees, fines or special assessments), while said employee assessment deduction authorization is in effect and has not been duly revoked.
- (17) The term "dues," as used herein, will include only that regular payment required equally of all members, which has been certified in writing to the company by a duly authorized official of Local 647, as the amount designated as membership dues pursuant to the Constitution of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America and the Constitution and by-laws of Local 647. Excluded specifically from any authorization of deductions are fines, penalties, contributions, assessments, or similar types of payments.
- (117) The company agrees to deduct from the first paycheck each month of each employee who is a member of the union, dues, initiation fees and/or uniform assessments of the union and agrees to remit to the union all of such deductions on or before the 20th day of each month, provided the employees have filed proper written authorization for such a check-off. No deduction shall be made which is prohibited by applicable law.

<sup>19</sup> Although there is no specific language in LMRA that restricts a union's use of dues obtained under a union security clause, there have been recurring debates and numerous court cases on the use of dues for purposes and activities other than collective bargaining.

*Checkoff provisions by type of union security.* Of all major types of union security allowed by the LMRA, the union shop had the lowest incidence (83 percent) of dues checkoff arrangements (table 8). This stems, in part, from the fact that a high proportion of construction agreements had a union shop provision, but construction agreements often did not provide for dues checkoff. It is also possible that some union shop provisions were agreed to in exchange for not having dues checked off. Sole bargaining arrangements also had a lower prevalence of checkoff arrangements (only 81 percent).

However, the distribution of checkoff clauses varied by type of union security. Almost half of the checkoff arrangements under the union shop agreements called for collection of dues and initiation fees only. Agency shop and modified agency shop arrangements commonly provided for checkoff of dues only; maintenance of membership and union shop, for dues and initiation fees; and sole bargaining, for either dues only or dues and initiation fees.

### Checkoff amounts

Union dues are usually determined at union conventions, and their amounts and collection are governed by the union's constitution and bylaws. On the other hand, terms and conditions of employment are set in collective bargaining agreements. Collective bargaining agreements usually extend for 2 or 3 years—or even longer—and their expiration does not necessarily coincide with a union's convention. Thus, a union may find it inconvenient to set fixed dues in the collective bargaining agreement. Reflecting this, only 110 (23 percent) sample agreements, covering 843,150 workers (33 percent) contained contract language addressing or setting the amount of the dues. Most of the clauses setting fixed dues expressed the dues checkoff in dollars or cents, in percent, or as an amount voted or levied by the union.<sup>20</sup>

Of the 110 agreements, 46 (covering 596,200 workers) specified deductions in dollars or cents. These provisions were found in both manufacturing and nonmanufacturing sectors and were scattered among various industries with no discernible pattern:

(118) . . . The employer agrees to deduct from the wages of each employee covered by this agreement working under any of the classifications as set forth in Article IX, Section 3 (a) herein and territorial jurisdiction of Local 14, and to pay to said Local 14 after proper execution by each employee of an authorization form the sum of 10 cents per hour for each single time hour paid, 20 cents per hour for each double time hour paid, which sums shall constitute a part of said Employee's Local 14 Union dues.

<sup>20</sup>In one agreement, the amount of the checkoff was to be agreed to by the employer and the union.

(119) Effective October 1, 1976, all employers covered by this agreement shall deduct from the wages of employees covered by said contract, working dues in the amount of \$.10 for each hour worked and shall remit monthly to the union office the sums so deducted, together with an accurate list of employees from whose wages said dues were deducted and the amounts applicable to each employee, not later than the 10th day of the month next following the month for which such deductions were made.

Eleven other agreements stipulated a percent of pay or a portion of pay that would be deducted as union dues. Most of these clauses were found in construction agreements:

(39) It is hereby agreed by both parties that the employer will deduct three percent of the employee's gross wages, or such amount as may hereafter be authorized by union action or by action of the Laborers' District Council of Western Pennsylvania in the manner provided in Article XXI, Consolidated Report and Check. . . .

(120) Each undersigned employer shall deduct from the gross wages of its employees who so authorize by written assignment or signed "check-off authorization" filed with the Association:

A sum equal to two percent of said gross wages on account of dues payable by the employer to Locals 1814 or 1804-1; and a sum to one percent of straight time hourly rate for each hour worked on account of dues payable to the International Office of the ILA. . . .

Six additional provisions, several extensively detailed, called for deductions in dollars or cents or as a portion of pay. Again, these clauses were scattered among various unions and industries, with no discernible pattern:

(121) Deduction of monthly dues in each local will be made either from wages payable in installments for each week in the fiscal month or in four installments from wages payable for the first four fiscal weeks in each fiscal month (48 weeks per year).

The minimum dues shall be two hours' pay per month based on the employee's standard hourly rate and for part-time employees the standard weekly work schedule.

The amount of such monthly dues shall be the greater amount resulting from the above method or as determined by one of the following methods:

1. A fixed weekly amount; or
2. A fixed percentage of the employee's weekly rate of pay (the employee's standard hourly rate multiplied by 40 hours, exclusive of overtime, 7-day coverage or night work bonuses, or other allowances).

(122) Membership in the union (the only requirements for

which shall be payment of an initiation fee of \$2.00 and regular dues of one percent of the employee's gross earnings, excluding vacation pay) on or after the thirtieth day following the beginning of employment or the effective date of this agreement, whichever is the later, shall be a condition of employment. . . .

- (66) The company agrees to deduct from the wages of such of its employees as shall so request in writing (1) all dues and initiation fees hereafter becoming due from such employees to the union, pursuant to the provisions of Subparagraph 1 above, not to exceed, however, (a) two percent gross earnings per month for the union's local dues, (b) \$10.00 per month for the union's unit dues and (c) \$10 for an initiation fee, or (2) a monthly amount equal to the membership dues uniformly required as a condition of retaining membership in the union . . . and an amount equal to any initiation fee uniformly required as a condition of acquiring membership in the union. . . .

Under 46 sample agreements, the checkoff amount was set as voted or levied by the union. Examination of contracts shows that either the checkoff amounts were stated in and governed by the unions' constitutions and bylaws or were set at the discretion of designated union officers:

- (98) Deductions shall be made only in the conditions and circumstances relating to the payment of dues laid down by the Constitution and By-laws of the union, together with the provisions of this agreement and the provisions of the Memorandum of Understanding (Union Dues Deductions - Canada), a supplement to this agreement.
- (4) The company agrees to deduct, as to those employees who authorize it in writing, initiation fees, regular monthly dues and any assessments authorized by the union in accordance with its by-laws from the second pay day each month of such employees and shall remit the money so deducted to the Financial Secretary of the union not later than the first of the following month. . . .
- (106) The company agrees during the life of this agreement to make deductions of monthly dues and initiation fees as designated by the Financial Secretary of the union for each employee who signs a "Union Initiation Fee and Monthly Dues Deduction". . . .

In addition to fixing an amount to be checked off, seven agreements set minimum and nine set maximum deductions for all dues or for certain types of deductions. Requiring a maximum or minimum checkoff presumably helps keep deductions to reasonable levels and avoids having to deduct trifling amounts:

- (123) The union's monthly dues and initiation fee shall be an amount fixed by the Constitution and By-Laws of the union (but shall not exceed ten dollars per month in the case of dues, ten dollars in case of an initiation fee for regular employees and five dollars initiation fee for seasonal employees). . . .
- (20) "I hereby assign to Lodge No. 802 of International

Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, and International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers, and Helpers, A.F. of L. and C.I.O., my initiation fee or reinstatement fee not to exceed \$25.00 and monthly membership dues (also out-of-work dues in such amounts as shall be designated by the Executive Secretary of Lodge No. 802, not to exceed \$12.00 per month for dues and not to exceed \$3.00 per month for out-of-work dues) out of any sums hereafter payable to me in each month by the Sun Shipbuilding and Dry Dock Company, my employer. . . .

- (28) The minimum dues shall be 2 hours' pay per month based on the employee's standard hourly rate and for part-time employees the standard weekly work schedule.
- (124) I hereby assign to [the local union] from any wages earned or to be earned by me as your employee (in my present or in any future employment by you), such sums as the Financial Officer of said Local Union. . . . may certify as due and owing from me as membership including an initiation or reinstatement fee and monthly dues in such sum as may be established from time to time by said local union in accordance with the constitution and by-laws of the International Union . . . but not less than \$5.00 monthly. . . .

**Penalty for unreasonable delay in remitting dues**

Although employers usually can be relied upon to meet payroll obligations, including the remittance of checked off dues, occasional delays may occur. This may be particularly true of smaller establishments coming under multiemployer agreements in industries such as construction and transportation, because some employers may lack well-defined payroll procedures. To help ensure prompt remittance of dues, 40 sample agreements, covering 226,900 workers, imposed penalties for unreasonable delays or contract violations (text table 8). Strike action, bonding requirements, and pecuniary penalties were most commonly employed, with several agreements stipulating more than one penalty.<sup>21</sup>

**Text table 8. Penalty for unreasonable delay in remitting dues, 1981-82**

Penalty	Agreements	Workers (thousands)
Total having provisions .....	40	226.9
Union may strike .....	31	192.4
Union may impose pecuniary penalty .....	19	143.8
Union may require bonding .....	6	23.4
Other .....	1	1.5

NOTE: Nonadditive.

<sup>21</sup> Fourteen agreements allowed for multiple penalties: 10, for pecuniary penalties and striking; 3, for pecuniary penalties, bonding, and striking; one, for bonding and striking.

Under 31 agreements, failure by an employer to remit dues to the union within a certain time period could result in the union requesting its members to withdraw their services from the employer until remittance was made in full. Such action by the union was not a breach of the contract, but instead was viewed as similar to the tradition of "no-pay, no-work":

- (33) The union agrees not to call, conduct, authorize, ratify or approve a strike or stoppage of union members during the life of this agreement, except for an employer's failure to submit to arbitration or failure to comply with either a joint decision of the managers of the union and the Association or a decision of the Impartial Chairman, or failure to pay wages on the due dates thereof, or failure to remit checked-off dues to the union within 15 days.
- (125) The employer shall deduct from the wages of the members of the union, now and hereafter employed by the employer, union dues and initiation fees provided that the employer receives from the union a written authorization by the employee to make such deductions. Such monies so collected shall be turned over to the union by the 10th day of each and every month. In the event of the employer's failure to so turn over to the union such collection as aforesaid, the union shall, in addition to any legal or other remedies it may have in the premises, have the right, following the end of 72 hours after sending the employers telegraphic notice of such failure, immediately and without further notice, provided such failure has not been rectified within said 72 hours, to withdraw its members from work and such action on its part shall not be deemed a breach of this agreement.
- (84) Notwithstanding any other term or condition of this agreement, the union has the absolute right to authorize a stoppage of work or a strike against a member shop of the Guild in the event such member shop of the Guild is in default of the requirements of this agreement to remit to the union the dues and/or initiation fees deducted from the employees' wages . . . and such default continues after the 10 day notice. . . .
- (126) Notwithstanding any other provisions of this agreement to the contrary, if the employer fails or refuses to remit to the union the dues and initiation fees which the employer has been authorized to deduct . . . within 20 days after a notice of delinquency is mailed via certified mail to the employer by the union, then in such event, the union without the necessity of giving any other or further notice, shall have the right to strike or take such other legal action as it shall deem necessary or appropriate during the period that any delinquency shall continue.

Nineteen agreements allowed the union to impose pecuniary penalties, particularly interest, late fees, or damages. One contract even specified the reimbursement of expenses incurred in collecting dues checked off, including legal fees and collection costs, as well as wages lost due to a walkout because of the employer's breach of the contract:

- (127) When an employer actually makes a deduction for dues, initiation fees and assessments, in accordance with the statement received from an appropriate local union, he shall remit same no later than 30 days from the date such deduction was made and in the event he fails to do so, he shall be assessed ten percent liquidated damages.
- (65) Six percent interest per annum shall be paid after 30 calendar days on delinquent payments of union dues. . . .
- (128) Should the employer fail to comply with the provisions of Section 1 of this Article, after the union has given the said employer five days' written notice of the employer's default and the employer has failed to remit payment within the said five day period, there shall be automatically added to the sum due a 5 percent penalty.
- (129) In the event the contributions and payments [remittance of checkoff] . . . are not paid within 10 working days following the end of each calendar month, there shall be a late payment charge of three percent per annum plus legal interest on the amount of contributions and payments due, from the date when payment thereof was due to the date when payment is made, together with all expenses of collection incurred in connection therewith, including legal fees and costs. Such charges and expenses shall be paid to that entity to whom such contributions or payments are owed. Local union shall, at its option, treat such failure to satisfy delinquency as a breach of contract and should it exercise its option to remove its members from the job of such delinquent employer, then the employer shall be liable to pay unto such employees so removed an amount equal to the wages lost by such employees by reason of said employer's breach of the within agreement. . . .

To ensure payment of collected dues, six contracts required employers to post bonds in an amount sufficient to cover payroll obligations. The requirement sometimes applied only to new members of employer associations or employers contracting in a new work area. Provisions usually called for security in the form of cash or surety bonds, usually in a stated amount. Most of these clauses were found in the construction industry:

- (39) Should any employer become delinquent in remitting check-off (initiation fees and dues), pension plan, welfare fund, additional working dues and industry advancement fund payments . . . for a period of 30 days or more, each employer shall be required to post security for such remittances, contributions and payments. The security shall be in the form of cash, or a corporate surety bond of a registered and acceptable bonding company in the following amounts, based upon the total project contract of the employer.

\$1,000.00 - Security for each total project contract value up to \$50,000.00

\$2,000.00 - Security for each total project contract value between \$50,000.00 and \$100,000.00

\$5,000.00 - Security for each total project contract value over \$100,000.00.

Should the employer fail to pay employer contributions to either of the above mentioned funds or fail to make any other remittances or payments due to either of the said funds or to the union when same shall be due and payable, the employer shall be considered delinquent and in breach of this agreement. Upon such delinquency the administrator of the funds or the president of the union shall have the right to apply the security to or demand application of the security toward the payment of the delinquent amounts and in addition thereto, the amounts provided for in Article XXII, Section 1, and any other costs or expenses incurred in collecting delinquent payments to the above mentioned funds.

- (130) Employers who have fewer than 12 months' experience in making timely payments of the contributions and deductions [dues] provided for in this article shall deposit with the union a surety bond in the amount of \$1,000.00 obtained from a recognized corporate surety guaranteeing the payments provided for in this article.

In the event any employer is in default in the payment of [dues] deductions required by this article, then the union, at its option, may require, that a bond be posted. . . .

If an employer is consistently late in making the contributions and deductions required by this article the union may require such an employer to remit weekly instead of monthly.

- (131) At the discretion of the international union, an employer who has not regularly performed work under a Boilermaker collective bargaining agreement during the preceding year and/or is delinquent in contractually required contributions may be required to furnish or post bond to assure proper and timely payment of contributions required under this agreement and its appendices including prompt and proper remittance of employee contributions, dues, etc., withheld from employees' pay. The bond shall provide for immediate payment to the appropriate fund upon receipt of evidence of a delinquency from the fund office. In lieu of a payment bond, an escrow account with the same payment provisions may be established at a bank satisfactory to the international. The bond or escrow account shall be in an amount equal to 125% of the estimated contributions required for the job in question, but not less than \$5,000.00, and evidence satisfactory to the international union that such bond has been posted or escrow account established must be presented prior to the start of the job in question. The bond or escrow account shall be so established as to be non-cancellable without the approval of the international union.
- (132) Further, the union may require a new contractor in the area to post security for the payment of wages or working dues that may become due to employees as provided for in this agreement.

Rarely did the parties negotiate clauses calling for the termination of the entire contract if companies defaulted on remittance of dues. Only one appeared in the agreements examined. Under this agreement, the employer was subject to liquidated damages on the total amount due and the labor contract was subject to termination if the dues were not paid in a specified time period:

- (133) Employers who fail to remit any withheld funds or contributions required under the terms of this agreement shall be subject to liquidated damages on total amount due, and also shall be subject to having this agreement terminated upon 72 hours notice in writing, being served by the union, provided the employer fails to show proof that delinquent [dues] have been paid to the appropriate collection agent.

### Term of authorization

Dues checkoff provisions often established the periods of time and conditions applicable to checkoff arrangements. Four types of arrangements studied in detail were checkoff revocations, renewals, suspensions, and automatic cancellations. These arrangements may be specified either in the collective bargaining agreement or in a separate dues withholding authorization form, or both. Because the Bureau studied only those in collective bargaining agreements, the prevalence of such arrangements may be understated.

*Revocation procedures.* Revocation procedures specify how and when an employee can withdraw from the checkoff arrangement. These procedures must, at a minimum, conform to section 302 of the LMRA which requires that checkoff authorizations be revocable after 1 year, or the term of the agreement, whichever period is shorter. Thus, an employee must have, at a minimum, an annual opportunity to revoke the authorization. The parties may, however, agree to terms allowing withdrawal at more frequent intervals, or even at any time.

Of the 476 sample agreements examined, 199 specifically referred to revocation procedures (table 11). Language conforming to the minimum requirements of the LMRA, but providing for additional successive periods of 1 year if the employee did not exercise his or her option, was most common—found in 77 agreements covering 781,900 workers. An annual escape period, usually 7 to 15 days, was provided, during which an employee had to withdraw from dues withholding if the revocation were to be effective:

- (134) This authorization and assignment shall be irrevocable for a period of 1 year from this date, or until the termination date of the applicable collective bargaining agreement between the employer and the union, whichever occurs sooner. This authorization and assignment shall continue in full force and effect from year to year for one-year periods beyond the irrevocable period set forth above, and each subsequent one-year period shall be similarly irrevocable unless re-



voked by me by giving written notice to the employer and the union, bearing my signature and payroll number, by certified mail dated by U.S. Post Office cancellation at least 10 days, but not more than 25 days prior to the last day of any irrevocable period hereof. Such revocation to become effective as of the first day of the calendar month following the end of such irrevocable period.

- (19) . . . This authorization shall be irrevocable for one year or for the duration of the current working agreement dated May 1, 1980, whichever occurs sooner, and said authorization will continue for successive one year periods thereafter, unless notice in writing is given by me to the company and the union during the last 7 calendar days preceding the expiration day of any such one year period or of the termination date of the applicable working agreement.
- (135) This assignment, authorization and direction shall be irrevocable for the period of one year or until the termination of the current collective agreement between the employer and the union, whichever occurs sooner, and I agree and direct that this assignment, authorization and direction shall be automatically renewed and shall be irrevocable for successive periods of one year each, or for the period of each succeeding applicable collective agreement between the employer and union, whichever shall be shorter, unless written notice is given by me to the employer and the union by registered mail not more than 20 days and not less than 10 days prior to the expiration of each period of one year or of each applicable collective agreement between the employer and the union, whichever occurs sooner.

Patterned even more closely after the LMRA was contract language which allowed revocation at the end of a stated time period (usually 1 year) or the end of the contract, but provided for no specific escape period or continuation beyond the first year. Such provisions were identified in 46 sample agreements, covering 184,800 workers:

- (136) During the life of this agreement, the company will deduct from the wages due any employee in the bargaining unit, such initiation fees, assessments, and dues as may be uniformly applied by the union, providing such employee furnishes the company with a written assignment authorizing such deductions, which assignment shall remain in effect for a period of 1 year or until the expiration of this agreement, whichever occurs sooner.
- (74) Once an employee signs a check-off form he cannot revoke it for one year from the date he signed it or until the end of this agreement, whichever is earlier. . . .
- (73) . . . [the] assignment is irrevocable for not more than one year after its date or upon termination of this agreement, whichever occurs sooner. . . .

Although clauses setting the period of nonrevocation as 1 year from the date of checkoff authorization were more common, 16 established a fixed "open period," once each year for all employees. This set a maximum of 1 year, but employees who signed up after this open

period would have a shorter initial period before they could withdraw:

- (137) I reserve the right to revoke this authorization at any time between August 1 and September 1 of any year in which there exists a collective bargaining agreement between the company and Lodge No. 1916 or at any time the existing contract is terminated, whichever date shall occur sooner. Revocation shall be by written notice given by me to the company not less than 10 days prior to the date I desire the revocation to become effective.

A minority of provisions were more lenient, allowing dues revocation upon short notice, or at any time. These provisions were found in 37 sample agreements, covering 127,800 workers:

- (23) The dues checkoff authorization shall be made on a form satisfactory to the company. The authorization is voluntary and an employee may at any time discontinue the deduction of dues from his or her pay by proper notification.
- (82) This assignment is voluntary and I understand that I may revoke it at any time in writing.
- (138) . . . This authorization may be revoked by me at any time upon written notice by registered mail delivered to the employer and the union. . . .
- (139) An employee can revoke his/her authorization by sending 30 days' notice to cancel his/her dues deduction to the local union Financial Secretary via certified mail.

*Renewal provisions.* Under a renewal provision, a checkoff arrangement may be continued in effect for additional periods of time after an initial authorization expires. As allowed under section 302 of the LMRA, the employee need not sign a new authorization for each period, as long as the opportunity for revocation is available. Thus, contract language providing for renewal of checkoff is closely linked with that for revocation procedures.

The sample identified 96 agreements covering 763,200 workers with renewal provisions (text table 9). All these clauses provided for automatic renewal, usually on a year-to-year basis, if no revocation were submitted during the escape period. Renewal clauses were identified in 94 percent (72 of 77) of the agreements with annual

**Text table 9. Renewal of dues checkoffs, 1981-82**

Renewal provision	Agreements	Workers (thousands)
Total having provisions .....	96	763.1
Automatically renewed:		
Unless notice is given .....	8	33.6
Unless notice is given, after that		
revocable at any time .....	1	1.1
From year to year unless notice is given .....	86	724.9
Automatically revoked unless notice is given .....	1	3.5

escape periods. Few contracts that provided for a more frequent revocation opportunity had renewal provisions:

(140) . . . Such authorization will be irrevocable until the expiration of one year from the date of authorization or until termination of this agreement, whichever occurs first, and shall automatically renew itself for successive yearly or applicable contract periods thereafter unless the employee gives written notice to the employer and the union at least 30 days before any periodic renewal date of the authorization, of his desire to revoke the same.

(141) This assignment, authorization and direction shall be irrevocable for the period of 1 year from the date of delivery hereof to you, or until the termination of the collective agreement between the company and the union which is in force at the time of delivery of this authorization, whichever occurs sooner; and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of 1 year each or for the period of each succeeding applicable collective agreement between the company and the union, whichever shall be shorter, unless written notice is given by me to the company and the union not more than 20 days and not less than 10 days prior to the expiration of each period of 1 year, or of each applicable collective agreement between the company and the union whichever occurs sooner.

(78) . . . Such assignment or authorization shall be irrevocable for the period of 1 year from the date of delivery thereof to the employer or until the termination of the collective bargaining agreement between the employer and the union which is in force at the time of delivery of the assignment or authorization, whichever occurs sooner; and such assignment or authorization shall be automatically renewed, and shall be irrevocable for successive periods of 1 year each or for the period of each succeeding applicable collective bargaining agreement between the employer and the union, whichever is the shorter, unless written notice is given by the employee to the employer and the union not more than 20 days and not less than 10 days prior to the expiration of each period of 1 year or of each applicable collective bargaining agreement between the employer and the union, whichever occurs sooner. . . .

*Suspensions.* In some agreements, checkoff deductions may be suspended under specified conditions, such as a leave of absence, layoff, or temporary transfer out of the bargaining unit. The dues obligation for this period is either waived, later deducted as an arrearage by the company, or paid directly by the employee once pay is resumed. Upon the employee's return to work, dues deduction resumes. In 31 agreements, covering 537,050 workers, contract provisions allowed for a temporary suspension of dues checkoff:

(142) Deductions of dues shall be suspended during the period of an employee's leave of absence. No dues shall be deducted when sufficient pay is not available. The

company agrees in the event of inability or failure to make an authorized deduction in any month, to make such deduction during the following month. Under no circumstances, however, will deductions be made for more than one month's dues in arrears.

(64) The company's obligation to make such deductions shall terminate automatically upon the termination for any reason of the employee who signed the authorization or upon his transfer to a job not covered by this agreement, except that deductions shall be resumed if an employee terminated by layoff or transferred out of the bargaining unit is recalled or transferred back into the bargaining unit and no period of revocation intervened during this layoff period.

(75) . . . To be fair and consistent, all authorized union members will be required to pay and the company to deduct dues from the equivalent of 52 pay checks yearly. The following will be excluded: layoff due to reduction of the workforce, scholastic leaves, military leaves in excess of 30 days, political leaves, and Peace Corps leaves.

An employee who has been laid off or is on unpaid leave for even a relatively short time usually will have no earnings available for deductions. Consequently, suspension of dues probably occurs under most checkoff systems, even though not mentioned in the agreement. A few agreements provide for dues deduction, not only from wages, but from nonwage payments, such as supplementary unemployment benefits. In this type of checkoff arrangement, suspension of dues collection may be postponed or avoided altogether:

(143) Effective this date I hereby authorize the . . . corporation to deduct from my wages, and the Trustee and its Agents of the SUB Fund to deduct from any supplemental unemployment benefits payable to me from the SUB Fund, regular monthly membership dues in such amount as may be fixed by the local . . . in accordance with the procedure prescribed by the constitution of the international union. . . .

Although many agreements permitted dues payments to be deferred, within limits, until checkoff was resumed, some, including those negotiated by the Teamsters in the trucking industry, required employees with earnings insufficient for checkoff deductions to pay the dues in advance:

(144) Where an employee who is on check-off is not on the payroll during the week in which the deduction is to be made, or has no earnings or insufficient earnings during that week, or is on leave of absence, the employee must make arrangements with the local union and/or the employer to pay such dues in advance.

*Terminations.* In certain circumstances, an employee's dues checkoff authorization is automatically cancelled without the employee initiating a revocation. Such circumstances generally are of four types: (1) Termination of employment, through dismissal, resignation, or re-

tiement; (2) transfer or promotion out of the bargaining unit; (3) extended leave of absence; and (4) union loss of exclusive recognition as the bargaining agent. If the employee subsequently returns to the company or the union is reinstated, a new authorization must be submitted.

Automatic cancellation of dues checkoff appeared in 54 agreements, covering 220,200 workers. Half of the clauses provided for cancellation when the employee either left the bargaining unit or severed employment with the company:

- (145) The company will deduct union membership dues, or an amount equal to the periodic dues applicable to members . . . until the employee is formally separated from the bargaining unit. Formal separation includes transfers out of the bargaining unit and removal from the payroll of the company. Deductions shall be reinstated within 30 days following the employee's return to the bargaining unit, provided a new authorization is submitted. . . .
- (146) . . . The authorization will be automatically canceled when employment in the company is terminated for any reason, 6 months after an employee is so transferred [outside the bargaining unit]. If such an employee returns to a bargaining unit during the term of this agreement, he must, within 30 days thereafter, again become and remain a member of the union in good standing.
- (147) The company's obligation to make such deductions shall terminate automatically upon the termination of the employee who signs the authorization or upon his transfer to a center, unit, or job not covered by this agreement.

A few of these agreements provided for cancellation under other circumstances, such as extended leave of absence, transfer from the bargaining unit, and termination of employment:

- (148) An authorization by an employee for deduction of union dues shall be canceled automatically when such employee is transferred out of the bargaining unit, or is removed from the local payroll of the company, or goes on a leave of absence for more than 1 month, and there shall be no obligation on the part of the company to continue authorizations in effect in the absence of an applicable collective bargaining agreement.

In 11 agreements, covering 62,800 employees, only termination of employment cancelled the checkoff arrangement; and in 12 agreements, covering 37,500 workers, the checkoff was cancelled only when an employee left the bargaining unit:

- (106) Check-off authorizations currently in effect . . . shall remain in effect until . . . such time as said employee is terminated. . . .
- (149) Upon promotion or transfer from the bargaining unit, the deduction authority of the employee will be can-

celled automatically. If subsequently returned to the bargaining unit a new deduction authority must be provided to the company.

- (150) . . . The company will deduct from the employee's pay earned during the first pay period in each month, union dues in an amount designated in writing by the union, and/or initiation fees in the amount as specified on individually signed authorization, unless notified to the contrary in writing by the employee during the revocation periods set forth in the written authorization, or if he or she becomes ineligible for membership by reason of transfer or rehire to a job excluded from the bargaining unit. . . .

Some agreements provided for the cancellation of the authorization irrespective of circumstances pertaining to individual employees. Such a cancellation would occur if a union lost its exclusive recognition or if the collective bargaining agreements were no longer in effect:

- (40) . . . This authorization will become invalid and deductions will stop on the date the National Labor Relations Board (NLRB) certifies another organization to be the collective bargaining agent for the employee who has authorized such deduction.

- (70) This authorization shall be cancelled and deductions stopped by the company if . . . the union is no longer recognized by the company. . . .

- (151) . . . Dues authorizations shall be cancelled and deductions stopped in accordance with the provisions of the dues authorization form or at the termination of this agreement. . . .

### Membership requirements

Employees must meet certain obligations to comply with the union security provision of a contract. Under the union shop, for example, all members of the bargaining unit must meet specified membership and dues requirements as a condition of employment. If employees fail to meet their obligations to the union, the union may act to have them dismissed. However, the union must meet certain reciprocal obligations for the penalty to be valid. For example, the union must comply with applicable laws governing membership requirements, notify the employee of the impending penalty and, if called for in the agreement, provide a "grace period" during which the employee may regain "good standing."

*Membership in "good standing."* Union security provisions commonly require members of the bargaining unit to become or remain members of the union in "good standing" as a condition of employment. Those who fail to maintain their good standing may be subject to discipline or discharge. Enforcing good standing provisions under the collective bargaining agreement, however, is circumscribed by the LMRA, which does not

permit the union to discriminate or to cause the employer to discriminate against an employee for any reason other than nonpayment of uniform dues and initiation fees. The law also bans discrimination against employees who have lost or been refused union membership, except for the same reasons.

Consequently, for purposes of the union security provisions, employees may continue in employment, as members in good standing, simply by paying their dues and initiation fees, regardless of any additional requirements established by the union. A definition of "member in good standing" appeared in 92 sample agreements, covering 814,000 workers. In virtually all of them, the definition conformed to the limitations imposed by the LMRA. The clauses sometimes specified the time allowed on delinquent dues before loss of good standing:

- (40) . . . Good standing shall be the payment of the initiation fee and monthly periodic dues uniformly required as a condition of retaining membership.
- (101) "Member of the union in good standing" . . . means any employee who is a member of the union and is not more than 60 days in arrears in the payment of periodic dues.
- (72) To keep his membership in the union in good standing, an employee must pay the required initiation fee and membership dues uniformly required of all members.

For nonmembers under an agency shop clause, the concept of membership in good standing obviously cannot apply. Some contracts accordingly include a separate definition for workers obligated to tender an agency shop fee:

- (79) **IN GOOD STANDING**—Means that the employee pays, or tenders payment of, initiation fee, and periodic dues in amount and frequency regularly required by the union as a condition of acquiring and retaining membership. **SERVICE FEE EMPLOYEE**—Means a covered employee who elects not to become a member of the union, or who withdraws membership from the union and is required in lieu of membership to pay representation fee to the union.

A few agreements defined membership in good standing in terms of the union constitution and bylaws. Such definition, as applicable to continued employment under the agreement, would be enforceable only to the extent permitted by Federal law:

- (152) Membership in good standing in the union shall be a continuing condition of employment for all employees covered by this agreement. . . . All present and future employees . . . shall as a condition of continued employment with the employer, become members of the union and maintain their membership in good standing in accordance with the Constitution and By-Laws of the union.

*Penalty for failure to maintain membership.* The punishment for failing to meet requirements of membership was specified in 172 sample agreements, covering 813,250 workers. In virtually all of these, the penalty was discharge, which was in keeping with the requirement of membership "as a condition of employment." The employee was to be immediately discharged under 42 agreements:

- (153) Any employee who loses his good standing in his local union by reason of his failure to tender to the local union periodic membership dues and/or initiation fees uniformly required, or who is in arrears in the payment of work dues to the district council, shall upon written notice to that effect from the district council to the employer, be discharged.
- (154) Upon written notice from the union, advising that an employee covered by this agreement has failed to maintain membership in the union in good standing as covered above, by payment of uniform initiation fees and/or dues as required, the contractor shall forthwith discharge the employee. . . .

In 104 agreements, covering 578,500 workers, the employee was to be terminated after a grace period. During the grace period, the employee had the opportunity to regain union membership and avoid being discharged:

- (106) . . . Employees losing membership in the union in accordance with the applicable provisions of the Labor-Management Relations Act of 1947 shall be discharged by the company within 10 days following date of written notice received by the company from the union.
- (155) During the period of 5 normal work days following the receipt by the company of . . . notice of delinquency, the union shall not request that such employee be discharged by reason of non-payment of his dues and the employee shall be given adequate opportunity by the union to satisfy the delinquency during this 5 day period. The company shall be required to discharge any employee for reason of non-payment of dues unless the employee satisfies the delinquency under this section.
- (156) The employer agrees to discharge any employee for non-payment of dues and/or initiation fees upon 7 days written notice from the union to do so, unless the employee within that time has made good his default.

Under an additional 16 agreements, covering 45,350 workers, failure to pay dues or remain in good standing would result in discharge, but it was not clearly established whether the discharge was to be immediate, or if a grace period was allowed:

- (61) The union agrees that . . . it will not demand the discharge pursuant to this provision of any employee who has been denied membership in the union or whose membership has been terminated for any reasons other than his failure to tender the initiation fee and periodic

dues uniformly required as a condition of acquiring or retaining membership in the union.

- (149) . . . Each . . . employee shall, as a condition of continued employment, remain a member of the union in good standing to the extent authorized by the Labor Management Relations Act of 1947 as amended. Any employee failing to comply with the above conditions will be considered as having voluntarily quit.

Penalties other than discharge were stipulated in 10 agreements, covering 36,800 workers. For example, the employee might lose seniority rights, be removed from hiring lists, be disciplined, or be suspended without pay:

- (157) . . . Failure of union members to pay dues or to secure dues stamps, if not working, for a 90 day period, will cause said employee to pay a reinstatement fee and may be cause for removal from the seniority list.
- (158) . . . The parties hereby agree that suspension without pay is adopted as a substitute for and in lieu of discharge as the penalty for a violation of the union security clause of the agreement and that no player will be discharged for a violation of that clause. The player's contract will be tolled during the period of any such suspension. . . .
- (85) A fully registered employee who, 30 days after said registration, has failed to acquire or thereafter maintain membership in the union as here provided shall be removed from the registration list and de-registered 30 days after notice from the union that he is not a member in good standing.

The right of the union to have an employee terminated under the union security provision is constrained by the legal and negotiated rights of the employee. Three such rights were examined: The requirement that employees must be notified of the delinquency; that they must be granted a grace period within which to regain good standing; and that the penalty be nullified if the employer finds, or suspects, that the union has exceeded its legal rights.

*Notification to delinquent employees.* An employee may become delinquent in tendering dues without knowing it or without understanding the ramifications. As a result, the National Labor Relations Board has required that a union must notify delinquent employees that failure to pay dues owed will result in a discharge under its union security provision.

Notification to delinquent employees was required in 43 sample agreements, covering 251,600 workers. Contract language sometimes mandated union notification by registered mail to assure delivery:

- (159) . . . No employee shall be terminated under this section, however, unless: (a) the union has notified him by registered letter addressed to him at the address last known to the union concerning his delinquency in not tendering the periodic dues and initiation fees required under this section and warning him that unless such

dues and fees are tendered within seven days he will be reported to the company for the purpose of terminating his employment in the unit as provided herein; and (b) the union has furnished the company with written proof that the foregoing procedure has been followed but the employee has not complied and on this basis the union has requested in writing that he be terminated from the bargaining unit.

- (63) . . . An employee who has failed to acquire, or thereafter maintain, membership in the union as herein provided, shall be terminated 72 hours after his employer has received written notice from an authorized representative of the local union, certifying that membership has been, and is continuing to be, offered to such employee on the same basis as all other members and, further, that the employee has had notice and opportunity to make all dues or initiation fee payments.
- (160) Any employee who fails to maintain his obligations . . . shall not be retained in the employ of the employer, provided that the union shall have notified the employer and the employee in writing of such default and said employee shall have failed to remedy the same within 30 days after receipt of such notice.

Some agreements shifted the obligation of notifying the employee from the union to the company:

- (161) Upon demand by the union that an employee be discharged because he is delinquent in the payment of his regular dues or initiation fee, the company shall promptly notify the employee that his discharge has been demanded and the employee shall have a reasonable time as determined by the union in which to rectify the matter before the discharge is placed in effect.

*Grace periods.* When employees became delinquent in payment of dues, they often were provided an interval of time or grace period in which to pay the delinquency and avoid discharge. In the sample, 104 agreements, covering 576,500 employees, provided for grace periods. A grace period of 15 days or less was stipulated

**Text table 10. Duration of grace periods to regain "good standing," 1981-82**

Duration	Agreements	Workers (thousands)
Total having provisions .....	104	578.5
Duration:		
Less than 6 days .....	34	226.2
6-10 days .....	45	182.9
11-15 days .....	13	58.8
16-20 days .....	1	3.8
21-25 days .....	2	16.7
26-30 days .....	6	48.4
Not specified .....	3	41.4

in 88 percent of these agreements (text table 10). Usually the grace period was explicitly stated in days or hours:

- (162) An employee who has failed to acquire, or thereafter maintain membership in the union, as herein pro-

vided, shall be terminated 72 hours after the employer has received written notice from an authorized representative of the local union, certifying that membership has been, and is continuing to be offered to such employees on the same basis as all other members, and, further that the employee has had notice and opportunity to make all dues or initiation fee payments.

- (163) In the event that an employee fails to tender the initiation fee or periodic dues uniformly required as a condition of acquiring or retaining membership or if such employee fails to maintain membership in good standing, the union will notify the employer in writing and the union member will be given no less than 2 weeks' time in which to re-establish his membership in good standing before the employer shall be called upon to release him.
- (102) The union shall give written notice to the company of the name of any employee who is not in good dues standing. If such employee is not restored to good dues standing within 3 working days after receipt of such notice, the company will discharge that employee.

*Discharge procedure.* The decision to discharge employees who have failed to maintain membership usually was made unilaterally by the union. In 126 sample agreements, covering 618,100 workers, the union initiated the discharge procedure, usually by contacting the company, which then took the appropriate action:

- (164) The union shall have the right to require the removal of employees for failure to pay or tender initiation fees and dues as required by this agreement. All requests for removal by the union of employees for nonpayment of or failure to tender initiation fees and dues shall be made to the employer in writing.
- (156) The employer agrees to discharge any employee for non-payment of dues and/or initiation fees upon 7 days written notice from the union to do so, unless the employee within that time has made good his default.
- (67) Upon receipt of written notification from the union to the company's Industrial Relations Department, sent by registered or certified mail and signed by an authorized representative of the union, that an employee is not a member of the union in good standing by reason of failure to pay union initiation fee and/or regular dues accompanied by a properly authorized written request from the union for the discharge of such an employee, the company shall discharge said employee within 15 working days following receipt of said notice and request, unless during such period said employee shall make payment to the union of deficient initiation fee or reinstatement fee and/or regular dues, whichever is applicable.

In eight agreements, covering 46,750 workers, the decision to discharge a worker was subject to the grievance/arbitration process:

- (165) Any employee in the unit above defined who is not a member of the union in good standing . . . shall, within 1 week from the date of notice sent by the union to the company, be discharged from the employ

of the company unless within such week he shall establish membership in good standing. If the company shall believe that the discharge of any employee declared by the union not to be in good standing might violate the rights of such employee under any Federal or State statute, or subject the company to a charge of discrimination against or violation of the rights of such employee, it shall so notify the business manager or financial secretary, in which event it shall not be required to discharge said employee until the matter of the propriety of such discharge shall have been determined pursuant to the grievance procedure.

- (166) If an employee alleges that he has been discharged contrary to the provisions of this [union security article] the question shall be regarded as a grievance procedure as set forth in . . . this agreement.

In the remaining eight agreements, the decision to discharge an employee for failure to maintain membership or good standing was subject to negotiation or was determined by an arbitrator:

- (167) If a dispute arises as to whether an employee (1) has failed to maintain his membership in the union in good standing in accordance with the provisions of . . . [this contract], or (2) was intimidated, coerced or interfered with in violation of . . . [this contract], such dispute may also be submitted for determination by the arbitrator provided for in Step 4 of the grievance procedure. The decision of the arbitrator shall be final and binding upon the parties.
- (168) If any dispute arises as to whether there has been a violation of the union maintenance provision, or whether an employee has been deprived of good standing in any way contrary to the constitution and by-laws of the union, or whether the employee was a member in good standing, as certified on the list supplied by the union, the employee accused of such violation shall upon written notice to the Employment Manager of the company, have a right to a hearing before the parties hereto, and their decision shall be final.

*Conditions nullifying penalties for failure to pay dues.* The LMRA makes it illegal to penalize an employee for nonmembership in a union if membership was not available to the employee on the same general terms and conditions as for other members, or if membership was denied or terminated for reasons other than nonpayment of dues and initiation fees. If either of the above conditions applies, the union is unjustified in asking that an employee be penalized, and the company—if aware of this—is obligated not to honor such a request. Some agreements implicitly refer to reasons for nullifying a penalty by requiring membership standards to conform to the LMRA:

- (169) All employees who are now members of the union shall, as a condition of employment, maintain membership in good standing consistent with the provisions of the Labor-Management Relations Act of 1947, as amended.

- (170) . . . An employee shall not be determined to have lost his membership in the union in good standing until the secretary of the union shall have determined that the membership of such employee in the union is not in good standing, as that term is defined in the Labor Management Relations Act of 1947, and shall have given the company notice in writing to that effect....

Conditions nullifying penalties were explicitly stated in only 38 agreements, covering 215,250 employees. In 14 agreements, covering 81,600 workers, penalties were voided if membership was either not available on equal terms or was refused or terminated for reasons other than failure to pay initiation fees or dues:

- (160) The provisions . . . of this section shall not apply to any employee in the bargaining unit to whom membership in the union is denied or whose membership therein has been terminated for reasons other than the failure of such employee to tender the aforesaid [dues] payments.
- (154) Upon written notice from the union, advising that an employee covered by this agreement has failed to maintain membership in the union in good standing as covered above, by payment of uniform initiation fees and/or dues as required, the contractor shall forthwith discharge the employee unless the contractor has reasonable grounds for believing that membership was not available to the employee on the same terms and conditions generally applicable to other members, or that membership was denied or terminated for reasons other than for failure of the employee to tender the periodic dues and initiation fees uniformly required by the union as a condition of acquiring or maintaining membership.
- (171) The employer shall be obligated under this section to terminate the employment of any employee who fails to obtain or maintain membership in the union as required by this section, upon receipt of written request for such termination from the union; except that the employer shall have the right to refuse such request if there are reasonable grounds for believing (a) that such membership is not available to the employee on the same terms and conditions generally applicable to other members, or (b) that membership has been denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

The penalty was nullified in 12 agreements, covering 74,950 workers, if membership was not available on equal terms:

- (172) The union shall notify the employer in writing by certified mail addressed to the home office of any default on the part of an employee to pay his initiation fee and membership dues . . . and within 24 hours (Saturday, Sunday and Holidays excluded) from the receipt of such written notice, the employer shall discharge such employee, provided membership was available under the same terms and conditions generally applicable to other members.

In 11 agreements, covering 57,100 workers, the penalty was cancelled if imposed for reasons other than failure to pay initiation fees or dues:

- (76) The union agrees to accept and retain as members all such employees without discrimination. The union agrees that it will not require the company to discharge any such employee for any reason other than failure of the employee to tender the standard dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the union.

Where an agency shop exists, an employee refused or involuntarily terminated from membership may avoid discharge by paying a service fee:

- (146) . . . After the signing of this agreement, when an employe is first employed in a classification covered by this agreement he must as a condition of employment arrange within his first 30 days of such employment to either (1) become a member of the union in good standing, or (2) to make payments (hereinafter referred to as substitute payments) to the union of amounts equal to the uniformly required monthly dues he would have paid if he were a member. The term "substitute payments" shall not include initiation fees which are not required of a non-member. The failure of an employe to (1) maintain his membership in the union in good standing or (2) to make substitute payments shall result in his discharge. . . .
- (79) Nothing herein shall be construed to limit the union's lawful rights to determine and enforce regulations regarding acquisitions of, and retention of, membership in the union. Any covered employee who is refused membership, or whose membership is involuntarily terminated by action of the union body (other than for refusal to tender initiation fee and periodic dues) shall not be subject to discharge for employment but, rather, shall take on the status of a service fee employee.

One agreement excused delinquencies occurring during the period an employee was not on the active payroll:

- (73) . . . in no event shall the union request, so long as any employee is not on the active payroll, that such employee be discharged by reason of non-payment of his dues or initiation fee. . . .

### **Methods to resolve checkoff disputes**

In general, the collective bargaining agreement is enforced through the grievance procedure—a formal plan, specified in the agreement, which typically provides a channel for the adjustment of disputes through discussions at progressively higher levels of authority in the company and union. Usually, it will culminate in arbitration if agreement cannot be reached. The normal grievance procedure is also the usual method for resolving disputes concerning dues checkoff:

- (67) . . . No employee will be discharged under this clause except for the failure to pay regular dues or initiation fees. In the event of any dispute concerning the appli-

cation of this article, such dispute will be resolved through the grievance and arbitration procedure.

Occasionally, contracts specified a special or expedited grievance/arbitration procedure for dues check-off and other union security disputes. In the sample, 16 agreements, covering 73,600 workers, provided such procedures. Grievances could be started at an advanced step, or proceed directly to arbitration:

- (73) If a dispute arises as to whether an employee (a) was a member of the union on the dates specified above or (b) has failed to maintain his membership in the union in good standing after the aforesaid date, or (c) was intimidated or coerced into joining the union after the aforesaid date . . . such dispute may be submitted for determination by arbitration. . . .
- (173) Any dispute arising out of the interpretation or application of this [union security] article, when reduced to writing as a grievance, may be initially referred to Step Three of the Grievance Procedure. . . .
- (174) The Guild agrees that it will not impose unreasonable dues or assessments. If producer claims a violation by the Guild of the provisions of this subsection . . . such question shall be handled by conciliation and, if necessary, by arbitration hereunder. . . .
- (81) Any dispute which may arise as to whether or not an employe properly executed or properly revoked an authorization for check-off of dues form, shall be reviewed with the employe by a representative of the local union and a representative of management. Should this review not dispose of the matter the dispute may be referred to the umpire [arbitrator], whose decision shall be final and binding on the employe, the union and the company. Until the matter is disposed of, no further deductions shall be made.

In some cases, the special procedure was independent of the regular grievance process:

- (139) It is . . . agreed that all questions of union security arising during the term of this agreement shall become the exclusive concern of the president of the . . . brotherhood and the president of . . . the company, or their especially authorized deputies, and their mutual decision in these matters shall be binding on all concerned for the term of this agreement.
- (175) In the event any employee shall register a complaint with the employer alleging his dues, initiation fee and/or assessments are being improperly deducted, the employer will make no further deductions of the employee's dues, initiation fee and/or assessments. Such dispute shall then be reviewed with the employee by a representative of the union and a representative of the employer.

### Indemnity

Clauses that exempted the companies from incurred liabilities or penalties resulting from participation in union security procedures were common. Usually, the union indemnified the company and assumed responsibility

for all court suits, claims, or other actions taken with respect to dues deductions and discharge for nonpayment of dues. Indemnity clauses were found in 190 sample agreements, covering 1,066,100 workers:

- (163) The union agrees to defend, protect, indemnify and save the employer harmless against any claim, demand, suit or liability that shall arise out or by reason of any action taken by the employer in reliance upon a request made by the union to discharge an employee for failure to maintain his membership in good standing . . . or upon employee payroll deduction authorization cards submitted by the union to the employer. . . .
- (176) The union agrees that it will indemnify and save the company harmless from any and all liability, claim, responsibility, damage, or suit which may arise out of any action taken by the company in accordance with the terms of this article or in reliance upon the authorization described herein, in an amount not to exceed the sum received by the union on account of the deductions made from the earnings of such employee or employees.
- (106) In consideration of the company's entering into this collective bargaining agreement, which agreement includes in this article union shop provision, the union hereby agrees to indemnify the company and hold it harmless from any and all claims, liabilities or costs of the company which arise out of the entering into or enforcement of said provision, or which arise out of the payroll deduction of union dues or fees.

### Administration of checkoff

An effective dues checkoff arrangement depends on employer and union compliance with various administrative procedures. Therefore, many agreements established requirements governing the administration of a checkoff system. Some of the more common regulations dealt with the provision of checkoff data, the cost of checking off dues, provision of checkoff forms or cards, and collection of past dues owed.

*Provision of checkoff data.* One of the more common regulations for dues checkoff was the requirement that the employer notify the union of new hires, employees returning from layoff or leave of absence, or employees transferring back into the bargaining unit.<sup>22</sup> Some employers furnished this information periodically and others only upon request:

- (135) The employer agrees to furnish the union a list of all employees laid off, discharged, recalled or hired.
- (32) . . . Upon request of the union, the company will furnish the union with the names of all employees hired and the date of hiring, and likewise the names of all employees leaving the employ of the company. . . .

<sup>22</sup> A group of employees in a craft, department, plant, firm, or industry recognized by the employer or group of employers, or designated by an authorized agency, such as the National Labor Relations Board, as appropriate for representation by a union for purposes of collective bargaining.



Another commonly found provision defined the employer's responsibility in terms of supplying specific information about dues checkoff. These clauses required the employer periodically to furnish information, such as employees' names and badge numbers, status, amounts deducted, dates of hire, or social security numbers:

- (169) Once each month the employer will submit to the union a list of employees hired the previous month. The list will include the employee's name, social security number, store code, job code, and date of hire.
- (66) The company will maintain a list of bargaining unit employees who have assignment forms on file with the company. This list will be available to union officers for inspection during business hours upon request. Each month the company will furnish the union with the names of employees on the list from whom no deductions were made, together with the reasons for not making such deductions. The company will also furnish the names of employees from whom deductions in arrears were made, together with amounts thereof.
- (134) The employer shall, on or before the 15th day of each month, furnish to the union Secretary-Treasurer a written statement for the preceding month covering the following:
- (a) Total amount of fees deducted;
  - (b) Name and payroll number of employees from whose wage, deductions have been made;
  - (c) Name and payroll number of employees from whose wage, no deductions were made. . . .
- (79) Remittance will be made by the company to the union covering dues deducted each month by the 25th day of that month. The remittance shall be transmitted via tape and shall include an alphabetical list by department showing:
1. The names of employees for whom an initial deduction is being made;
  2. The names of all employees for whom a deduction was made;
  3. The names of employees for whom any authorized deduction was not made and the reasons for the failure to make such deductions;
  4. The names of employees for whom a deduction is made for some previous month;
  5. The total deductions authorized;
  6. The total deductions made;
  7. The total deductions authorized but not made;
  8. The old and new name of employees whose name has been changed; and,
  9. The names of employees whose authorization has been cancelled and the reason for such cancellation.

A similar set of provisions stipulated that the union provide information about dues checkoff to the employer. Some of the more commonly found clauses required that the union periodically provide lists of union members and new recruits authorizing dues checkoff, types and amounts of deductions, new authorizations for dues, or missed deductions that were authorized but not made:

- (12) On or before the last day of each month the union shall submit to the company a notarized list showing separately for each plant the name, department symbol and check or badge number of each employee who shall have become a member of the union in good standing. . . .
- (149) The Union Secretary shall notify the company during the second week of each month in writing of missed deductions that were authorized but were not made, and these will be made at the next regular deduction period. Any and all sums deducted by the company from the wages of its employees, shall be remitted to the Secretary-Treasurer of the local union not later than the fourth pay of each calendar month.
- (51) . . . The union official shall submit weekly any requests for deduction of delinquent dues. Union fees shall precede credit union deductions.
- (34) The local union shall certify to the employer in writing each month a list of its members working for the employer who have furnished to the employer the required authorization, together with an itemized statement of dues, initiation fees (full or installment), or uniform assessment owed and to be deducted for such month from the pay of such member. . . .

*Cost of checking off dues.* Under most agreements, the cost of dues checkoff is borne by the employer without cost to the union and without any reference to cost in the agreements. Provisions for assessing the union for at least part of the expense incurred by the company in checking off dues are rare. Reflecting this, only seven sample agreements provided for payment by the union to the employer to cover some or all costs of checkoff. Most of the illustrative clauses specified payment of a fixed amount. A few, however, did not stipulate the amount to be paid, but merely stated that the union would reimburse the company for the expense incurred:

- (177) The union agrees to pay to the company regularly each month upon receipt of a statement therefor, the expense incurred by the company for services rendered in making such payroll deductions of union dues.
- (178) All costs, expenses and fees of the Board of Trustees incident to the accounting, administration and remittance to the union of the supplemental dues payments shall be borne solely and entirely by the union. . . .
- (179) It is agreed that the union will pay the company \$10.00 per month for deduction of union dues.

Two sample agreements stipulated the company's willingness to assume the cost of making dues deductions:

- (61) The employer is willing to make deductions from the pay of such employees, without reimbursement for its expense in making such deductions, on the understanding that the union will indemnify and save the employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the employer for the purpose of complying with any such authorization and assignment.

*Provision of checkoff forms or cards.* In addition to rules governing the direct cost of checkoff systems, there were provisions identifying whether the company or the union or both parties were responsible for the expense of providing dues checkoff forms. Presumably, the parties shared the responsibilities of issuing these forms. However, in terms of cost, only one clause stipulated that the expense was to be shared by the parties; 26 required the company to provide the forms; and 77 stipulated that the union was to provide the forms:

- (54) The company will furnish new or re-engaged employees with dues deduction authorization forms unless requested by the union not to do so. In those locals where such a request is made, a new or re-engaged employee who has not become a union member will, on his request, be furnished a non-member dues deduction authorization form by the union.
- (180) The company, on receipt of written authorization from an employee who is not a member of the union, shall deduct from the pay of such employee an amount equivalent to the union monthly membership dues. Such authorization shall be on a form to be furnished by the company and approved by the union. . . .
- (181) The union will provide the employer each month a sufficient number of "Application for Membership-Authorization for Check-Off of Dues" forms in duplicate. The forms will be handed to each employee immediately after hiring and contemporaneously with the execution of the employer's personnel forms. . . .
- (116) The local union will provide the employee assessment deduction authorization forms.

*Collection of past dues.* Contract language dealing with collection of past dues owed by employees was found in 70 sample agreements. These provisions named the party responsible for collecting back dues owed at the time of starting deductions for an employee, collecting dues missed because employees' earnings were insufficient to cover payment of dues for a particular time period, or collecting dues owed after the cancellation of checkoff authorizations.

In 15 agreements, the union was responsible for collecting some or all types of dues in arrears. Presumably, the unions were to make whatever arrangements were necessary to collect the arrears. In some contracts, em-

ployers were required to notify the unions of delinquencies, on forms provided by the unions:

- (182) The deduction of the union dues shall be made on last payroll week of each month for the preceding month's dues and shall be forwarded to the union within 10 days after such deduction is made. In the event no wages are due the employee, or are insufficient to cover the required deduction, the employer will so state on the union forms provided. The union will then make its own arrangements with the employee as to payment.
- (183) Deductions will not be made in respect to any prior month's union dues except when the company through error or oversight failed to make the deduction in any such month.
- (184) . . . It is the responsibility of the union to collect directly from the employee: (i) dues or initiation fee payments owed after cancellation of a deduction authorization; and (ii) dues or initiation fee payments owed before the time the deduction authorization becomes effective.

In 44 sample agreements, the company was specifically required to collect dues in arrears. Although some agreements did not limit the scope of collecting past dues owed, employers often were obligated only to collect arrears in a subsequent period for dues owed in an immediately preceding period:

- (11) The company agrees to deduct from the fourth week's pay of each month union dues, both current and arrears, for each employee who has authorized such deduction in writing. . . .
- (185) When an employee does not work in a particular month for any reason which would cause his dues not to be deducted for that particular month, then the company will deduct such dues in arrears in the next subsequent month in which he does work.
- (159) The deduction for any month will be made during the first payroll week of said month consisting of not less than three working days and shall be remitted to the proper officer of the union not later than the last day of said month. Dues which are delinquent because of lack of earnings in such payroll week will be deducted with the subsequent month's check-off.

Ten sample agreements provided for sharing the responsibilities of collecting past dues owed, particularly by exchanging vital information on delinquent employees. For example, several clauses required the parties to notify each other of delinquencies by a specific time period, or obligated the union to furnish the employer with a list of employees owing dues and the specific amount due, or required the union to resubmit to the employer the past amount due from delinquent employees for subsequent billing:

- (169) The union shall, on or before the 10th day of each month, furnish to the employer a list of member-employees and the amounts due therefor, including dues owing for the succeeding month.

The employer shall, on or before the last day of the same month, deduct and remit such dues as authorized to the union.

In the event no wages are then due the employee, or, are insufficient to cover the required deduction, it shall be the responsibility of the union to resubmit the amount due on the next regular monthly billing.

- (143) Authorized dues deductions will be made from the wages of employees in the first full week of each month. The company will promptly remit dues so deducted to the bonded officer (Treasurer) of the union.

Any employee who owes dues to the local union and leaves the active payroll for any reason, such dues shall be deducted from his last pay check.

The union Treasurer shall furnish to the personnel department not later than the 20th day of the month

a list of those members who were absent in the previous check off week and who require makeup deductions to bring their dues up-to-date.

One agreement, negotiated by the Teamsters, stipulated that employees were responsible for potentially delinquent dues. In this agreement, the employees had to pay their dues in advance if their wages would be insufficient to cover authorized deductions. The advance dues could be paid to the union or to the employer:

- (186) Where an employee who is on check-off is not on the payroll during the week in which the deduction is to be made, or has no earnings or insufficient earnings during that week, or is on leave of absence, the employee must make arrangements with the local union and/or the employer to pay such dues in advance.

**Table 1. Union security provisions in major collective bargaining agreements by industry, 1981-82<sup>1</sup>**

(Workers in thousands)

Industry	All agreements		Type of union security									
	Agreements	Workers	Total		Union shop <sup>2</sup>		Modified union shop <sup>3</sup>		Agency shop <sup>4</sup>		Modified agency shop	
			Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries .....	1,327	6,070.5	1,100	5,454.5	787	3,172.2	52	142.7	87	632.0	10	56.9
Manufacturing .....	621	2,665.0	497	2,312.8	341	1,065.0	24	70.0	29	81.3	2	7.5
Food, kindred products .....	61	220.0	51	174.1	40	138.1	-	-	2	6.2	-	-
Tobacco manufacturing .....	4	7.9	2	2.5	2	2.5	-	-	-	-	-	-
Textile mill products .....	11	22.3	5	8.2	4	6.9	-	-	-	-	-	-
Apparel .....	33	186.8	31	181.8	30	180.2	-	-	-	-	-	-
Lumber, wood products .....	8	50.4	7	13.4	4	8.2	-	-	1	2.0	-	-
Furniture, fixtures .....	14	18.6	12	15.3	8	10.7	-	-	1	1.3	-	-
Paper, allied products .....	37	55.2	27	39.8	21	31.2	2	2.4	-	-	-	-
Printing and publishing .....	18	30.2	18	30.2	11	21.0	1	1.4	-	-	1	1.0
Chemicals .....	34	58.1	15	21.0	9	11.9	-	-	-	-	-	-
Petroleum refining .....	17	27.6	5	6.0	-	-	-	-	-	-	-	-
Rubber and plastics .....	12	74.5	10	71.9	8	47.8	-	-	-	-	-	-
Leather products .....	5	10.7	4	8.5	4	8.5	-	-	-	-	-	-
Stone, clay, and glass .....	22	45.3	19	41.4	13	24.1	-	-	1	1.3	-	-
Primary metals .....	55	213.1	47	198.7	24	47.6	8	39.6	1	6.0	-	-
Fabricated metals .....	38	82.7	33	72.0	25	50.8	3	3.7	1	1.0	-	-
Nonelectrical machinery .....	64	219.1	56	207.2	43	169.3	3	5.7	5	12.4	-	-
Electrical machinery .....	73	334.2	63	295.2	29	95.9	3	5.9	14	43.8	-	-
Transportation equipment .....	99	975.4	80	899.5	57	188.4	2	8.0	2	6.0	1	6.5
Instruments .....	8	19.2	6	15.8	4	13.2	1	1.4	1	1.2	-	-
Miscellaneous manufacturing .....	8	13.3	6	10.0	5	8.2	1	1.8	-	-	-	-
Nonmanufacturing .....	706	3,405.5	603	3,141.7	446	2,107.1	28	72.7	58	550.7	8	49.4
Mining, crude petroleum, and natural gas ..	13	202.9	9	196.8	7	190.4	1	3.4	-	-	-	-
Transportation <sup>5</sup> .....	54	423.9	48	409.2	30	223.2	-	-	2	15.0	-	-
Communications .....	78	630.8	68	605.3	6	19.8	2	5.5	44	505.8	5	26.7
Utilities, electric, and gas .....	65	158.4	54	133.1	29	61.1	7	14.2	5	10.3	3	22.6
Wholesale trade .....	14	27.3	12	24.3	11	23.0	1	1.3	-	-	-	-
Retail trade .....	93	328.9	83	307.6	77	282.9	3	12.7	1	1.5	-	-
Hotels and restaurants .....	35	116.1	34	114.8	32	110.2	-	-	2	4.6	-	-
Services .....	56	271.0	53	263.9	39	184.5	2	11.0	-	-	-	-
Construction .....	297	1,244.7	241	1,085.2	214	1,010.4	12	24.5	4	13.4	-	-
Miscellaneous nonmanufacturing .....	1	1.3	1	1.3	1	1.3	-	-	-	-	-	-

See footnotes at end of table.

**Table 1. Continued—Union security provisions in major collective bargaining agreements by industry, 1981-82<sup>1</sup>**

(Workers in thousands)

Industry	Type of union security—Continued										Sole bargaining <sup>6</sup>	
	Maintenance of membership <sup>7</sup>		Union shop and agency shop		Modified union shop and agency shop		Maintenance of membership and agency shop		Other <sup>8</sup>		Agreements	Workers
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers		
All industries .....	46	201.2	37	896.6	14	108.0	16	49.4	51	195.3	227	616.0
Manufacturing .....	33	160.5	18	701.8	11	94.5	8	23.3	31	108.7	124	352.2
Food, kindred products .....	-	-	2	7.1	-	-	5	19.7	2	2.9	10	45.9
Tobacco manufacturing .....	-	-	-	-	-	-	-	-	-	-	2	5.4
Textile mill products .....	1	1.3	-	-	-	-	-	-	-	-	6	14.1
Apparel .....	1	1.5	-	-	-	-	-	-	-	-	2	5.0
Lumber, wood products .....	-	-	-	-	1	2.0	1	1.2	-	-	1	37.0
Furniture, fixtures .....	-	-	-	-	1	1.2	-	-	2	2.1	2	3.3
Paper, allied products .....	-	-	-	-	-	-	-	-	4	6.1	10	15.4
Printing and publishing .....	1	1.0	-	-	-	-	1	1.1	3	4.7	-	-
Chemicals .....	5	5.8	-	-	-	-	-	-	1	3.3	19	37.0
Petroleum refining .....	5	6.0	-	-	-	-	-	-	-	-	12	21.6
Rubber and plastics .....	-	-	1	22.3	1	1.8	-	-	-	-	2	2.6
Leather products .....	-	-	-	-	-	-	-	-	-	-	1	2.2
Stone, clay, and glass .....	-	-	3	10.1	1	4.0	-	-	1	1.8	3	3.9
Primary metals .....	1	1.0	1	3.0	6	84.1	-	-	6	17.3	8	14.4
Fabricated metals .....	-	-	3	14.3	-	-	-	-	1	2.2	5	10.6
Nonelectrical machinery .....	-	-	2	9.3	-	-	1	1.3	2	9.0	8	11.9
Electrical machinery .....	12	118.7	-	-	1	1.4	-	-	4	29.4	10	39.0
Transportation equipment .....	7	25.1	6	635.6	-	-	-	-	5	29.8	19	75.9
Instruments .....	-	-	-	-	-	-	-	-	-	-	2	3.4
Miscellaneous manufacturing .....	-	-	-	-	-	-	-	-	-	-	2	3.3
Nonmanufacturing .....	13	40.7	19	194.8	3	13.5	8	26.1	20	86.6	103	263.7
Mining, crude petroleum, and natural gas ..	-	-	1	3.0	-	-	-	-	-	-	4	6.0
Transportation <sup>5</sup> .....	-	-	14	162.5	-	-	1	5.0	1	3.5	6	14.7
Communications .....	1	2.2	-	-	1	6.3	4	14.1	5	24.7	10	25.5
Utilities, electric, and gas .....	2	2.5	-	-	2	7.2	2	5.9	4	9.0	11	25.3
Wholesale trade .....	-	-	-	-	-	-	-	-	-	-	2	2.9
Retail trade .....	1	2.0	-	-	-	-	-	-	1	8.5	10	21.3
Hotels and restaurants .....	-	-	-	-	-	-	-	-	-	-	1	1.3
Services .....	5	25.0	1	7.8	-	-	-	-	6	35.6	3	7.0
Construction .....	4	9.0	3	21.5	-	-	1	1.0	3	5.3	56	159.5
Miscellaneous nonmanufacturing .....	-	-	-	-	-	-	-	-	-	-	-	-

<sup>1</sup> The majority of agreements were scheduled to expire in 1981 or 1982.

<sup>2</sup> A union shop requires all employees to become members of the union within a specified time after being hired or after a new provision is negotiated, and to remain members of the union as a condition of continued employment.

<sup>3</sup> A modified union shop is the same as a union shop except that certain employee groups may be exempted, for example, those already employed at the time the provision was negotiated, but who had not yet joined the union.

<sup>4</sup> An agency shop requires all employees in the bargaining unit who do not join the union to pay a fixed amount monthly, usually the equivalent of union dues, as a condition of employment, to help defray the union's expenses in acting as a bargaining agent.

<sup>5</sup> Excludes railroads and airlines.

<sup>6</sup> Sole bargaining is an arrangement whereby the union is recognized as the exclusive bargaining agent for all employees, union and nonunion, in the bargaining unit, but union membership is not required as a condition of employment.

<sup>7</sup> Maintenance of membership is an arrangement whereby employees who are members of the union at the time the agreement is negotiated, or who voluntarily join subsequently, must maintain their membership, usually for the duration of the agreement, as a condition of continued employment.

<sup>8</sup> Includes agreements that provide combinations of union security provisions or that make union security subject to local negotiations.

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

**Table 2. Union security provisions in major collective bargaining agreements by region and State, 1981-82<sup>1</sup>**

(Workers in thousands)

Region and State	All agreements		Type of union security									
	Agreements	Workers	Total		Union shop <sup>2</sup>		Modified union shop <sup>3</sup>		Agency shop <sup>4</sup>		Modified agency shop	
			Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All agreements .....	1,327	6,070.5	1,100	5,454.5	787	3,172.2	52	142.7	87	632.0	10	56.9
Interstate <sup>5</sup> .....	235	2,594.5	212	2,493.3	125	991.0	10	35.6	23	325.4	1	6.5
New England .....	69	179.5	65	160.5	48	116.3	4	6.0	1	1.4	2	16.0
More than 1 State <sup>6</sup> .....	15	52.1	15	52.1	10	27.1	-	-	1	1.4	2	16.0
Connecticut .....	24	65.0	20	46.0	16	38.9	2	3.0	-	-	-	-
Maine .....	6	10.5	6	10.5	3	6.7	-	-	-	-	-	-
Massachusetts .....	20	46.2	20	46.2	17	40.6	1	1.8	-	-	-	-
Rhode Island .....	4	5.6	4	5.6	2	2.9	1	1.2	-	-	-	-
Middle Atlantic .....	249	643.9	233	607.5	183	465.8	13	32.8	13	49.0	-	-
More than 1 State <sup>6</sup> .....	21	63.6	19	53.7	16	50.0	2	2.7	-	-	-	-
New Jersey .....	30	80.9	28	73.4	18	44.6	2	3.5	3	16.4	-	-
New York .....	117	285.8	110	273.3	93	219.9	4	11.8	4	6.5	-	-
Pennsylvania .....	81	213.5	76	207.0	56	151.3	5	14.8	6	26.0	-	-
East North Central .....	251	662.0	247	653.3	178	446.0	14	39.2	23	97.5	2	7.0
More than 1 State <sup>6</sup> .....	14	83.8	14	83.8	9	61.7	1	11.4	1	2.5	1	5.5
Illinois .....	66	165.9	65	164.7	53	143.3	2	2.9	5	11.3	-	-
Indiana .....	26	52.1	25	50.9	13	23.0	1	1.2	7	20.7	-	-
Michigan .....	37	99.6	37	99.6	28	49.9	2	10.3	1	20.0	-	-
Ohio .....	62	163.6	62	163.6	41	98.4	6	8.0	6	34.5	-	-
Wisconsin .....	46	96.9	44	90.6	34	69.5	2	5.3	3	8.4	1	1.5
West North Central .....	81	225.8	65	188.7	50	125.3	1	2.4	2	4.6	-	-
More than 1 State <sup>6</sup> .....	7	31.4	7	31.4	4	5.3	-	-	-	-	-	-
Iowa .....	9	18.4	2	3.8	2	3.8	-	-	-	-	-	-
Kansas .....	5	12.5	1	1.3	-	-	-	-	1	1.3	-	-
Minnesota .....	31	83.4	31	83.4	25	64.3	-	-	-	-	-	-
Missouri .....	23	65.4	23	65.4	19	51.8	1	2.4	-	-	-	-
Nebraska .....	5	13.2	1	3.3	-	-	-	-	1	3.3	-	-
South Dakota .....	1	1.4	-	-	-	-	-	-	-	-	-	-
South Atlantic .....	97	308.5	35	165.9	19	62.7	1	1.7	8	91.5	-	-
More than 1 State <sup>6</sup> .....	18	115.9	12	103.8	7	19.6	-	-	5	84.2	-	-
Delaware .....	2	3.0	2	3.0	1	1.8	-	-	1	1.2	-	-
District of Columbia .....	7	33.8	7	33.8	5	31.1	1	1.7	-	-	-	-
Florida .....	17	40.5	1	1.5	-	-	-	-	1	1.5	-	-
Georgia .....	7	22.9	-	-	-	-	-	-	-	-	-	-
Maryland .....	7	15.8	7	15.8	3	5.7	-	-	1	4.6	-	-
North Carolina .....	14	22.8	1	1.0	1	1.0	-	-	-	-	-	-
South Carolina .....	8	11.4	1	1.3	-	-	-	-	-	-	-	-
Virginia .....	12	35.3	-	-	-	-	-	-	-	-	-	-
West Virginia .....	5	6.7	4	5.6	2	3.4	-	-	-	-	-	-
East South Central .....	46	97.6	15	33.7	10	16.0	-	-	1	1.3	-	-
More than 1 State <sup>6</sup> .....	1	1.8	-	-	-	-	-	-	-	-	-	-
Alabama .....	9	23.3	3	4.9	3	4.9	-	-	-	-	-	-
Kentucky .....	8	10.6	7	9.2	5	6.9	-	-	1	1.3	-	-
Mississippi .....	7	24.5	3	16.5	1	2.8	-	-	-	-	-	-
Tennessee .....	21	37.3	2	3.0	1	1.3	-	-	-	-	-	-
West South Central .....	75	178.0	27	68.2	15	29.2	2	2.6	8	22.9	-	-
More than 1 State <sup>6</sup> .....	5	10.8	2	4.8	1	2.8	-	-	1	2.0	-	-
Arkansas .....	8	14.7	2	3.1	1	1.3	-	-	1	1.8	-	-
Louisiana .....	14	30.9	8	16.9	6	10.2	-	-	1	5.7	-	-
Oklahoma .....	5	12.8	5	12.8	3	7.7	1	1.2	1	3.9	-	-
Texas .....	43	108.8	10	30.4	4	7.1	1	1.4	4	9.5	-	-

See footnotes at end of table.

**Table 2. Continued—Union security provisions in major collective bargaining agreements by region and State, 1981–82<sup>1</sup>**

(Workers in thousands)

Region and State	All agreements		Type of union security									
	Agreements	Workers	Total		Union shop <sup>2</sup>		Modified union shop <sup>3</sup>		Agency shop <sup>4</sup>		Modified agency shop	
			Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Mountain .....	37	91.3	25	53.0	20	43.6	-	-	1	2.3	-	-
Arizona .....	8	32.2	-	-	-	-	-	-	-	-	-	-
Colorado .....	15	37.1	14	35.6	11	29.3	-	-	1	2.3	-	-
Idaho .....	3	4.1	3	4.1	2	2.1	-	-	-	-	-	-
Nevada .....	4	6.7	2	3.6	2	3.6	-	-	-	-	-	-
New Mexico .....	6	9.6	6	9.6	5	8.6	-	-	-	-	-	-
Utah .....	1	1.5	-	-	-	-	-	-	-	-	-	-
Pacific .....	187	1,089.2	176	1,030.2	139	876.0	7	22.3	7	36.0	5	27.3
More than 1 State <sup>5</sup> .....	14	73.3	14	73.3	12	67.7	1	3.8	-	-	-	-
Alaska .....	6	26.2	5	24.2	5	24.2	-	-	-	-	-	-
California .....	121	835.0	115	818.8	90	698.5	4	16.3	5	30.2	4	23.6
Hawaii .....	7	33.1	7	33.1	3	15.2	1	1.0	1	4.2	1	3.7
Oregon .....	12	57.8	11	20.8	9	18.2	-	-	-	-	-	-
Washington .....	27	63.7	24	59.9	20	52.1	1	1.3	1	1.6	-	-
	Type of union security—Continued										Sole bargaining <sup>7</sup>	
	Maintenance of membership <sup>9</sup>		Union shop and agency shop		Modified union shop and agency shop		Maintenance of membership and agency shop		Other <sup>8</sup>		Agreements	Workers
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers		
All agreements .....	46	201.2	37	896.6	14	108.0	16	49.4	51	195.3	227	616.0
Interstate <sup>5</sup> .....	6	126.1	27	856.8	8	93.5	4	21.6	8	36.7	23	101.1
New England .....	3	5.7	-	-	1	6.3	-	-	6	8.7	4	19.0
More than 1 State <sup>6</sup> .....	-	-	-	-	1	6.3	-	-	1	1.3	-	-
Connecticut .....	1	2.3	-	-	-	-	-	-	1	1.7	4	19.0
Maine .....	1	1.1	-	-	-	-	-	-	2	2.7	-	-
Massachusetts .....	1	2.3	-	-	-	-	-	-	1	1.5	-	-
Rhode Island .....	-	-	-	-	-	-	-	-	1	1.5	-	-
Middle Atlantic .....	8	12.3	-	-	1	1.4	1	1.3	14	44.7	16	36.4
More than 1 State <sup>6</sup> .....	-	-	-	-	-	-	-	-	1	1.0	2	9.9
New Jersey .....	3	3.5	-	-	-	-	1	1.3	1	4.1	2	7.5
New York .....	3	4.4	-	-	-	-	-	-	6	30.5	7	12.5
Pennsylvania .....	2	4.3	-	-	1	1.4	-	-	6	9.1	5	6.4
East North Central .....	10	19.7	2	2.7	2	2.9	7	12.3	9	25.7	4	8.7
More than 1 State <sup>6</sup> .....	-	-	1	1.7	-	-	1	1.0	-	-	-	-
Illinois .....	1	1.7	-	-	-	-	1	1.3	3	4.1	1	1.2
Indiana .....	2	3.2	-	-	-	-	1	1.5	1	1.1	1	1.3
Michigan .....	1	3.5	-	-	-	-	3	6.5	2	9.4	-	-
Ohio .....	4	8.4	1	1.0	-	-	1	2.0	3	11.1	-	-
Wisconsin .....	2	2.8	-	-	2	2.9	-	-	-	-	2	6.3
West North Central .....	4	5.9	2	7.5	-	-	-	-	6	43.0	16	37.1
More than 1 State <sup>6</sup> .....	-	-	1	4.5	-	-	-	-	2	21.6	-	-
Iowa .....	-	-	-	-	-	-	-	-	-	-	7	14.5

See footnotes at end of table.

**Table 2. Continued—Union security provisions in major collective bargaining agreements by region and State, 1981-82<sup>1</sup>**

(Workers in thousands)

Region and State	Type of union security—Continued										Sole bargaining <sup>7</sup>	
	Maintenance of membership <sup>8</sup>		Union shop and agency shop		Modified union shop and agency shop		Maintenance of membership and agency shop		Other <sup>9</sup>		Agreements	Workers
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers		
West North Central	-	-	-	-	-	-	-	-	-	-	4	11.2
Kansas .....	-	-	-	-	-	-	-	-	-	-	-	-
Minnesota .....	2	3.2	1	3.0	-	-	-	-	3	12.9	-	-
Missouri .....	2	2.7	-	-	-	-	-	-	1	8.5	-	-
Nebraska .....	-	-	-	-	-	-	-	-	-	-	4	9.9
South Dakota .....	-	-	-	-	-	-	-	-	-	-	1	1.4
South Atlantic	4	4.8	1	1.2	1	1.8	-	-	1	2.2	62	142.6
More than 1 State <sup>6</sup> .....	-	-	-	-	-	-	-	-	-	-	6	12.1
District of Columbia .....	1	1.0	-	-	-	-	-	-	-	-	-	-
Florida .....	-	-	-	-	-	-	-	-	-	-	16	39.0
Georgia .....	-	-	-	-	-	-	-	-	-	-	7	22.9
Maryland .....	1	1.5	-	-	1	1.8	-	-	1	2.2	-	-
North Carolina .....	-	-	-	-	-	-	-	-	-	-	13	21.8
South Carolina .....	1	1.3	-	-	-	-	-	-	-	-	7	10.2
Virginia .....	-	-	-	-	-	-	-	-	-	-	12	35.3
West Virginia .....	1	1.0	1	1.2	-	-	-	-	-	-	1	1.1
East South Central	3	14.7	1	1.7	-	-	-	-	-	-	31	63.9
More than 1 State <sup>6</sup> .....	-	-	-	-	-	-	-	-	-	-	1	1.8
Alabama .....	-	-	-	-	-	-	-	-	-	-	6	18.4
Kentucky .....	1	1.0	-	-	-	-	-	-	-	-	1	1.4
Mississippi .....	2	13.7	-	-	-	-	-	-	-	-	4	8.0
Tennessee .....	-	-	1	1.7	-	-	-	-	-	-	19	34.3
West South Central	-	-	1	12.4	-	-	-	-	1	1.0	48	109.8
More than 1 State <sup>6</sup> .....	-	-	-	-	-	-	-	-	-	-	3	6.0
Arkansas .....	-	-	-	-	-	-	-	-	-	-	6	11.5
Louisiana .....	-	-	-	-	-	-	-	-	1	1.0	6	13.9
Texas .....	-	-	1	12.4	-	-	-	-	-	-	33	78.3
Mountain	1	1.0	1	1.5	1	2.0	1	2.5	-	-	12	38.3
Arizona .....	-	-	-	-	-	-	-	-	-	-	8	32.2
Colorado .....	-	-	1	1.5	-	-	1	2.5	-	-	1	1.5
Idaho .....	-	-	-	-	1	2.0	-	-	-	-	-	-
Nevada .....	-	-	-	-	-	-	-	-	-	-	2	3.1
New Mexico .....	1	1.0	-	-	-	-	-	-	-	-	-	-
Utah .....	-	-	-	-	-	-	-	-	-	-	1	1.5
Pacific	7	10.9	2	12.8	-	-	3	11.6	6	33.2	11	58.9
More than 1 State <sup>6</sup> .....	1	1.8	-	-	-	-	-	-	-	-	-	-
Alaska .....	-	-	-	-	-	-	-	-	-	-	1	2.0
California .....	5	6.6	2	12.8	-	-	-	-	5	30.8	6	16.1
Hawaii .....	-	-	-	-	-	-	1	9.0	-	-	-	-
Oregon .....	-	-	-	-	-	-	2	2.6	-	-	1	37.0
Washington .....	1	2.5	-	-	-	-	-	-	1	2.4	3	3.8

<sup>1</sup> The majority of agreements were scheduled to expire in 1981 or 1982.

<sup>2</sup> A union shop requires all employees to become members of the union within a specified time after being hired or after a new provision is negotiated, and to remain members of the union as a condition of continued employment.

<sup>3</sup> A modified union shop is the same as a union shop except that certain employee groups may be exempted, for example, those already employed at the time the provision was negotiated, but who had not yet joined the union.

<sup>4</sup> An agency shop requires all employees in the bargaining unit who do not join the union to pay a fixed amount monthly, usually the equivalent of union dues, as a condition of employment, to help defray the union's expenses in acting as a bargaining agent.

<sup>5</sup> Each of these agreements covers 2 or more plants located in different regions.

<sup>6</sup> Each of these agreements covers 2 or more plants located in different States in the same region; worker distribution by State not available.

<sup>7</sup> Sole bargaining is an arrangement whereby the union is recognized as the exclusive bargaining agent for all employees, union and nonunion, in the bargaining unit, but union membership is not required as a condition of employment.

<sup>8</sup> Maintenance of membership is an arrangement whereby employees who are members of the union at the time the agreement is negotiated, or who voluntarily join subsequently, must maintain their membership, usually for the duration of the agreement, as a condition of continued employment.

<sup>9</sup> Includes agreements that provide combinations of union security provisions or that make union security subject to local negotiations.

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



**Table 3. Union security provisions in sample of major collective bargaining agreements by State coverage, 1981-82<sup>1</sup>**

(Workers in thousands)

Provision	All agreements		State coverage							
	Agree-ments	Workers	All employees covered in States without right-to-work laws		All employees covered in States with right-to-work laws		Mixed coverage		Coverage not known	
			Agree-ments	Workers	Agree-ments	Workers	Agree-ments	Workers	Agree-ments	Workers
All agreements .....	476	2,573.9	351	1,262.2	72	157.5	50	966.8	3	187.3
All union security provisions .....	403	2,403.8	339	1,228.5	16	37.0	46	953.2	2	185.0
Union shop .....	286	1,318.9	258	966.5	7	12.4	19	155.0	2	185.0
Modified union shop .....	9	17.6	8	16.2	1	1.4	-	-	-	-
Union shop and agency shop .....	14	557.8	1	7.8	1	1.7	12	548.3	-	-
Modified union shop and agency shop .....	2	5.4	1	1.4	-	-	1	4.0	-	-
Modified union shop and maintenance of membership .....	19	61.7	19	61.7	-	-	-	-	-	-
Maintenance of membership .....	20	131.4	15	29.9	2	12.1	3	89.3	-	-
Maintenance of membership and agency shop ...	10	36.0	8	21.5	-	-	2	14.5	-	-
Agency shop .....	29	189.5	18	54.8	5	9.4	6	125.3	-	-
Modified agency shop .....	4	29.1	3	22.6	-	-	1	6.5	-	-
Other <sup>2</sup> .....	10	56.2	8	45.9	-	-	2	10.3	-	-
Sole bargaining <sup>3</sup> .....	73	170.0	12	33.7	56	120.5	4	13.5	1	2.3

<sup>1</sup> The majority of agreements were scheduled to expire in 1981 or 1982.

<sup>2</sup> Includes agreements that provide combinations of union security provisions or that make union security subject to local negotiations.

<sup>3</sup> Sole bargaining is an arrangement whereby the union is

recognized as the exclusive bargaining agent for all employees, union and nonunion, in the bargaining unit, but union membership is not required as a condition of employment.

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

**Table 4. Union security provisions in sample of major collective bargaining agreements by type of savings clause, 1981-82<sup>1</sup>**

(Workers in thousands)

Provision	All agreements		Type of union security											
	Agreements	Workers	Total		Union shop <sup>2</sup>		Modified union shop <sup>3</sup>		Agency shop <sup>4</sup>		Modified agency shop			
			Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers		
All agreements .....	476	2,573.9	403	2,403.8	286	1,318.9	9	17.6	29	189.5	4	29.1		
Agreements with savings clause .....	80	938.6	73	918.5	53	318.9	-	-	4	7.6	-	-		
Different form of union security becomes effective if law changes .....	28	146.6	24	132.2	18	91.2	-	-	2	4.5	-	-		
Different form of union security becomes effective if present form held invalid .....	3	15.9	2	13.6	1	2.6	-	-	-	-	-	-		
Different form of union security to be negotiated if law changes or present form held invalid .....	15	101.7	13	98.3	9	49.0	-	-	-	-	-	-		
Present form not operative if prohibited by law .....	16	464.8	16	464.8	12	55.1	-	-	1	1.0	-	-		
Other .....	18	209.6	18	209.6	13	120.9	-	-	1	2.0	-	-		
No specific savings clause .....	396	1,635.2	330	1,485.3	233	1,000.0	9	17.6	25	181.9	4	29.1		
	Type of union security—Continued													
			Maintenance of membership <sup>6</sup>		Union shop and agency shop		Modified union shop and agency shop		Maintenance of membership and agency shop		Other <sup>7</sup>		Sole bargaining <sup>5</sup>	
All agreements .....	20	131.4	14	557.8	2	5.4	10	36.0	29	118.0	73	170.0		
Agreements with savings clause .....	3	16.4	10	544.6	-	-	1	9.5	2	21.5	7	20.1		
Different form of union security becomes effective if law changes .....	3	16.4	-	-	-	-	-	-	1	20.0	4	14.4		
Different form of union security becomes effective if present form held invalid .....	-	-	1	11.0	-	-	-	-	-	-	1	2.3		
Different form of union security to be negotiated if law changes or present form held invalid .....	-	-	2	38.3	-	-	1	9.5	1	1.5	2	3.4		
Present form not operative if prohibited by law .....	-	-	3	408.6	-	-	-	-	-	-	-	-		
Other .....	-	-	4	86.7	-	-	-	-	-	-	-	-		
No specific savings clause .....	17	115.0	4	13.1	2	5.4	9	26.5	27	96.5	66	149.9		

<sup>1</sup> The majority of agreements were scheduled to expire in 1981 or 1982.

<sup>2</sup> A union shop requires all employees to become members of the union within a specified time after being hired or after a new provision is negotiated, and to remain members of the union as a condition of continued employment.

<sup>3</sup> A modified union shop is the same as a union shop except that certain employee groups may be exempted, for example, those already employed at the time the provision was negotiated, but who had not yet joined the union.

<sup>4</sup> An agency shop requires all employees in the bargaining unit who do not join the union to pay a fixed amount monthly, usually the equivalent of union dues, as a condition of employment, to help defray the union's expenses in acting as a bargaining agent.

<sup>5</sup> Sole bargaining is an arrangement whereby the union is recognized as the exclusive bargaining agent for all employees, union and nonunion, in the bargaining unit, but union membership is not required as a condition of employment.

<sup>6</sup> Maintenance of membership is an arrangement whereby employees who are members of the union at the time the agreement is negotiated, or who voluntarily join subsequently, must maintain their membership, usually for the duration of the agreement, as a condition of continued employment.

<sup>7</sup> Includes agreements that provide combinations of union security provisions or that make union security subject to local negotiations.

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

**Table 5. Union security provisions by type of hiring clause in sample of major collective bargaining agreements, 1981-82<sup>1</sup>**

(Workers in thousands)

Provision	All agreements		Hiring practices								No hiring provision	
	Agreements	Workers	Total		Hiring hall		Preferential hiring <sup>2</sup>		Consideration to union in hiring		Agreements	Workers
			Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers		
All agreements .....	476	2,573.9	131	672.5	62	253.7	10	29.0	59	389.8	345	1,901.3
All union security provisions .....	403	2,403.8	125	655.4	60	248.7	10	29.0	55	377.7	278	1,748.4
Union shop .....	286	1,318.9	109	549.4	53	199.3	10	29.0	46	321.1	177	769.5
Modified union shop .....	9	17.6	-	-	-	-	-	-	-	-	9	17.6
Union shop and agency shop .....	14	557.8	6	47.9	1	16.0	-	-	5	31.9	8	509.8
Modified union shop and agency shop .....	2	5.4	-	-	-	-	-	-	-	-	2	5.4
Modified union shop and maintenance of membership .....	19	61.7	2	3.3	-	-	-	-	2	3.3	17	58.4
Maintenance of membership .....	20	131.4	3	15.9	3	15.9	-	-	-	-	17	115.5
Maintenance of membership and agency shop .....	10	36.0	2	6.4	1	5.0	-	-	1	1.4	8	29.6
Agency shop .....	29	189.5	2	12.5	2	12.5	-	-	-	-	27	177.0
Modified agency shop .....	4	29.1	-	-	-	-	-	-	-	-	4	29.1
Other <sup>3</sup> .....	10	56.2	1	20.0	-	-	-	-	1	20.0	9	36.2
Sole bargaining <sup>4</sup> .....	73	170.0	6	17.1	2	5.0	-	-	4	12.1	67	152.9

<sup>1</sup> The majority of agreements were scheduled to expire in 1981 or 1982.

<sup>2</sup> Agreements did not contain explicit statements as to nondiscrimination between members and nonmembers of the union.

<sup>3</sup> Includes agreements that provide combinations of union security provisions or that make union security subject to local negotiations.

<sup>4</sup> Sole bargaining is an arrangement whereby the union is recognized as the exclusive bargaining agent for all employees, union and nonunion, in the bargaining unit, but union membership is not required as a condition of employment.

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

**Table 6. Hiring practices in sample of major collective bargaining agreements by coverage in States with and without right-to-work laws, 1981-82<sup>1</sup>**

(Workers in thousands)

Practices	All agreements		State coverage							
	Agreements	Workers	All employees covered in States without right-to-work laws		All employees covered in States with right-to-work laws		Mixed coverage		Coverage not known	
			Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All agreements .....	476	2,573.9	351	1,262.2	72	157.5	50	966.8	3	187.3
Total with hiring provisions .....	131	672.5	113	573.8	7	28.8	11	69.9	-	-
Hiring hall .....	62	253.7	54	195.2	3	15.9	5	42.5	-	-
Union .....	55	225.9	48	176.5	3	15.9	4	33.5	-	-
Joint .....	7	27.7	6	18.7	-	-	1	9.0	-	-
Preferential hiring <sup>2</sup> .....	10	29.0	9	26.2	1	2.8	-	-	-	-
Consideration to union in hiring <sup>3</sup> .....	59	389.8	50	352.4	3	10.1	6	27.3	-	-
No reference to hiring provision .....	345	1,901.3	238	688.4	65	128.7	39	896.9	3	187.3

<sup>1</sup> The majority of agreements were scheduled to expire in 1981 or 1982.

<sup>2</sup> Agreements did not contain explicit statements as to nondiscrimination between members and nonmembers of the union.

<sup>3</sup> Agreements provided for hiring on a nondiscriminatory basis. NOTE: Because of rounding, sums of individual items may not equal totals.

**Table 7. Checkoff provisions in major collective bargaining agreements by industry, 1981-82<sup>1</sup>**

(Workers in thousands)

Industry	All agreements		Type of checkoff					
	Agreements	Workers	Total		Dues checkoff only		Dues and assessments	
			Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries .....	1,327	6,070.5	1,138	5,224.9	368	1,536.9	25	99.8
Manufacturing .....	621	2,665.0	594	2,548.6	116	285.7	11	20.8
Food, kindred products .....	61	220.0	58	213.5	3	13.3	2	2.3
Tobacco manufacturing .....	4	7.9	4	7.9	2	4.2	-	-
Textile mill products .....	11	22.3	11	22.3	5	12.2	-	-
Apparel .....	33	186.8	29	177.7	1	3.0	1	3.0
Lumber, wood products .....	8	50.4	7	13.4	1	1.5	-	-
Furniture, fixtures .....	14	18.6	13	17.3	2	2.0	-	-
Paper, allied products .....	37	55.2	36	54.0	13	20.4	1	1.3
Printing and publishing .....	18	30.2	15	25.6	4	4.2	5	10.4
Chemicals .....	34	58.1	32	53.4	17	31.0	-	-
Petroleum refining .....	17	27.6	16	26.6	10	18.4	-	-
Rubber and plastics .....	12	74.5	12	74.5	10	62.2	-	-
Leather products .....	5	10.7	5	10.7	3	5.0	-	-
Stone, clay, and glass .....	22	45.3	22	45.3	2	3.4	-	-
Primary metals .....	55	213.1	54	211.8	1	6.0	-	-
Fabricated metals .....	38	82.7	35	77.9	1	1.9	-	-
Nonelectrical machinery .....	64	219.1	62	215.1	9	11.4	-	-
Electrical machinery .....	73	334.2	71	331.2	21	66.2	1	1.0
Transportation equipment .....	99	975.4	97	938.7	8	14.7	1	2.8
Instruments .....	8	19.2	7	17.9	-	-	-	-
Miscellaneous manufacturing .....	8	13.3	8	13.3	3	4.4	-	-
Nonmanufacturing .....	706	3,405.5	544	2,676.2	252	1,251.2	14	79.0
Mining, crude petroleum, and natural gas .....	13	202.9	13	202.9	3	7.8	-	-
Transportation <sup>2</sup> .....	54	423.9	49	378.5	4	20.4	1	1.0
Communications .....	78	630.8	78	630.8	53	428.0	2	46.5
Utilities, electric, and gas .....	65	158.4	58	143.0	36	94.8	2	3.3
Wholesale trade .....	14	27.3	10	18.8	-	-	-	-
Retail trade .....	93	328.9	73	215.9	5	21.4	-	-
Hotels and restaurants .....	35	116.1	28	90.8	5	8.3	-	-
Services .....	56	271.0	47	167.8	13	23.3	1	1.1
Construction .....	297	1,244.7	187	826.2	133	647.1	8	27.1
Miscellaneous nonmanufacturing .....	1	1.3	1	1.3	-	-	-	-

See footnotes at end of table.

**Table 7. Continued—Checkoff provisions in major collective bargaining agreements by industry, 1981-82<sup>1</sup>**

(Workers in thousands)

Industry	Type of checkoff—Continued						No reference to checkoff	
	Dues and initiation fees		Dues, assessments, and initiation fees		Other <sup>3</sup>		Agreements	Workers
	Agreements	Workers	Agreements	Workers	Agreements	Workers		
All industries .....	457	1,727.8	211	913.8	77	946.4	189	845.6
Manufacturing .....	304	1,179.0	129	527.7	34	535.4	27	116.4
Food, kindred products .....	34	152.1	16	37.3	3	8.5	3	6.4
Tobacco manufacturing .....	1	1.5	1	2.2	-	-	-	-
Textile mill products .....	6	10.1	-	-	-	-	-	-
Apparel .....	5	12.8	17	123.3	5	35.6	4	9.0
Lumber, wood products .....	5	9.6	-	-	1	2.3	1	37.0
Furniture, fixtures .....	5	7.8	6	7.5	-	-	1	1.3
Paper, allied products .....	20	28.9	1	1.0	1	2.4	1	1.2
Printing and publishing .....	1	1.0	5	10.0	-	-	3	4.6
Chemicals .....	12	18.9	3	3.5	-	-	2	4.6
Petroleum refining .....	6	8.1	-	-	-	-	1	1.0
Rubber and plastics .....	1	3.0	-	-	1	9.3	-	-
Leather products .....	2	5.8	-	-	-	-	-	-
Stone, clay, and glass .....	17	38.1	3	3.8	-	-	-	-
Primary metals .....	15	25.1	36	174.8	2	5.9	1	1.3
Fabricated metals .....	23	40.2	9	31.2	2	4.5	3	4.8
Nonelectrical machinery .....	34	133.2	16	64.6	3	5.8	2	4.0
Electrical machinery .....	43	248.6	4	12.9	2	2.5	2	3.0
Transportation equipment .....	63	409.3	12	55.4	13	456.3	2	36.7
Instruments .....	6	15.8	-	-	1	2.1	1	1.3
Miscellaneous manufacturing .....	5	8.9	-	-	-	-	-	-
Nonmanufacturing .....	153	548.8	82	386.1	43	411.0	162	729.2
Mining, crude petroleum, and natural gas .....	3	4.0	4	21.8	3	169.3	-	-
Transportation <sup>2</sup> .....	6	12.9	31	226.8	7	117.3	5	45.4
Communications .....	20	150.1	2	5.0	1	1.2	-	-
Utilities, electric, and gas .....	12	27.4	6	12.8	2	4.6	7	15.3
Wholesale trade .....	8	14.4	1	2.6	1	1.8	4	8.4
Retail trade .....	43	115.4	14	42.9	11	36.2	20	113.0
Hotels and restaurants .....	12	43.7	5	24.5	6	14.2	7	25.3
Services .....	22	96.7	5	14.1	6	32.4	9	103.2
Construction .....	27	84.0	13	34.2	6	33.7	110	418.5
Miscellaneous nonmanufacturing .....	-	-	1	1.3	-	-	-	-

<sup>1</sup> The majority of agreements were scheduled to expire in 1981 or 1982.

<sup>2</sup> Excludes railroads and airlines.

<sup>3</sup> Includes agreements that provide combinations of checkoff provisions,

that refer to checkoff provisions but give no details, or that make checkoffs subject to local negotiations.

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

**Table 8. Checkoff provisions in major collective bargaining agreements by type of union security, 1981-82<sup>1</sup>**

(Workers in thousands)

Type of union security	All agreements		Type of checkoff					
	Agreements	Workers	Total		Dues checkoff only		Dues and assessments	
			Agreements	Workers	Agreements	Workers	Agreements	Workers
All agreements .....	1,327	6,070.5	1,138	5,224.9	368	1,536.9	25	99.8
All union security provisions .....	1,100	5,454.5	953	4,753.8	287	1,350.1	23	97.7
Union shop .....	787	3,172.2	652	2,520.6	174	726.9	14	42.0
Modified union shop .....	52	142.7	49	137.5	18	42.8	2	2.5
Union shop and agency shop .....	37	896.6	35	876.1	2	23.3	-	-
Modified union shop and agency shop .....	14	108.0	14	108.0	3	13.6	-	-
Modified union shop and maintenance of membership .....	29	86.1	27	81.6	5	9.6	2	3.5
Maintenance of membership .....	46	201.2	45	199.5	12	19.9	-	-
Maintenance of membership and agency shop .....	16	49.4	16	49.4	5	14.9	2	2.1
Agency shop .....	87	632.0	83	614.8	52	411.0	3	47.5
Modified agency shop .....	10	56.9	10	56.9	7	45.1	-	-
Other <sup>2</sup> .....	22	109.2	22	109.2	9	42.7	-	-
Sole bargaining <sup>3</sup> .....	227	616.0	185	471.1	81	186.8	2	2.1
Type of checkoff—Continued							No reference to checkoff	
	Dues and initiation fees		Dues, assessments, and initiation fees		Other <sup>4</sup>		Agreements	Workers
	Agreements	Workers	Agreements	Workers	Agreements	Workers		
All agreements .....	457	1,727.8	211	913.8	77	946.4	189	845.6
All union security provisions .....	382	1,519.0	194	867.9	67	919.0	147	700.7
Union shop .....	281	834.0	133	492.3	50	425.3	135	651.6
Modified union shop .....	12	31.5	16	57.6	1	3.0	3	5.2
Union shop and agency shop .....	11	266.3	18	164.1	4	422.3	2	20.5
Modified union shop and agency shop .....	5	10.3	6	84.1	-	-	-	-
Modified union shop and maintenance of membership .....	8	13.2	8	28.6	4	26.5	2	4.5
Maintenance of membership .....	29	171.7	3	5.0	1	2.8	1	1.7
Maintenance of membership and agency shop .....	6	21.4	2	8.4	1	2.5	-	-
Agency shop .....	20	132.8	5	15.9	3	7.6	4	17.2
Modified agency shop .....	2	5.2	-	-	1	6.5	-	-
Other <sup>2</sup> .....	8	32.2	3	11.8	2	22.4	-	-
Sole bargaining <sup>3</sup> .....	75	208.8	17	45.9	10	27.3	42	144.9

<sup>1</sup> The majority of agreements were scheduled to expire in 1981 or 1982.

<sup>2</sup> Includes agreements that provide combinations of union security provisions or that make union security subject to local negotiations.

<sup>3</sup> Sole bargaining is an arrangement whereby the union is recognized as the exclusive bargaining agent for all employees, union and nonunion in the bargaining unit, but union membership is not

required as a condition of employment.

<sup>4</sup> Includes agreements that provide combinations of checkoff provisions, that refer to checkoff provisions but give no details, or that make checkoffs subject to local negotiations.

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

**Table 9. Checkoff provisions in major collective bargaining agreements by region and State, 1981-82<sup>1</sup>**

(Workers in thousands)

Region and State	All agreements		Type of checkoff					
	Agreements	Workers	Total		Dues checkoff only		Dues and assessments	
			Agreements	Workers	Agreements	Workers	Agreements	Workers
All agreements .....	1,327	6,070.5	1,138	5,224.9	368	1,536.9	25	99.8
Interstate <sup>2</sup> .....	235	2,594.5	210	2,416.6	40	367.8	6	59.7
New England .....	69	179.5	67	177.3	27	68.1	1	1.5
More than 1 State <sup>3</sup> .....	15	52.1	14	50.8	7	28.9	-	-
Connecticut .....	24	65.0	24	65.0	8	21.1	-	-
Maine .....	6	10.5	6	10.5	3	3.6	-	-
Massachusetts .....	20	46.2	19	45.3	7	11.6	1	1.5
Rhode Island .....	4	5.6	4	5.6	2	2.9	-	-
Middle Atlantic .....	249	643.9	224	569.8	88	236.6	4	7.8
More than 1 State <sup>3</sup> .....	21	63.6	19	60.1	2	9.9	-	-
New Jersey .....	30	80.9	28	69.9	14	46.0	-	-
New York .....	117	285.8	99	229.9	40	84.4	3	5.6
Pennsylvania .....	81	213.5	78	209.8	32	96.3	1	2.1
East North Central .....	251	662.0	230	586.4	66	171.4	6	11.0
More than 1 State <sup>3</sup> .....	14	83.8	12	57.4	2	8.0	1	1.0
Illinois .....	66	165.9	56	131.0	18	41.1	1	1.0
Indiana .....	26	52.1	26	52.1	4	9.5	-	-
Michigan .....	37	99.6	35	95.4	9	23.6	-	-
Ohio .....	62	163.6	61	162.4	22	66.9	3	8.0
Wisconsin .....	46	96.9	40	88.0	11	22.2	1	1.0
West North Central .....	81	225.8	61	169.7	20	61.7	-	-
More than 1 State <sup>3</sup> .....	7	31.4	5	25.7	5	25.7	-	-
Iowa .....	9	18.4	9	18.4	4	9.6	-	-
Kansas .....	5	12.5	5	12.5	1	1.4	-	-
Minnesota .....	31	83.4	19	47.7	4	5.2	-	-
Missouri .....	23	65.4	18	54.7	3	12.6	-	-
Nebraska .....	5	13.2	4	9.2	3	7.2	-	-
South Dakota .....	1	1.4	1	1.4	-	-	-	-
South Atlantic .....	97	308.5	88	292.0	39	130.5	1	1.8
More than 1 State <sup>3</sup> .....	18	115.9	12	105.2	7	63.9	-	-
Delaware .....	2	3.0	2	3.0	1	1.2	-	-
District of Columbia .....	7	33.8	7	33.8	2	2.7	1	1.8
Florida .....	17	40.5	17	40.5	10	28.3	-	-
Georgia .....	7	22.9	6	19.9	2	7.0	-	-
Maryland .....	7	15.8	7	15.8	2	4.8	-	-
North Carolina .....	14	22.8	14	22.8	7	11.4	-	-
South Carolina .....	8	11.4	6	8.6	2	2.7	-	-
Virginia .....	12	35.3	12	35.3	4	6.1	-	-
West Virginia .....	5	6.7	5	6.7	2	2.1	-	-
East South Central .....	46	97.6	43	90.2	12	27.1	1	2.8
More than 1 State <sup>3</sup> .....	1	1.8	1	1.8	-	-	-	-
Alabama .....	9	23.3	9	23.3	2	9.0	-	-
Kentucky .....	8	10.6	7	9.2	2	2.4	-	-
Mississippi .....	7	24.5	6	20.0	1	1.0	1	2.8
Tennessee .....	21	37.3	20	35.8	7	14.7	-	-
West South Central .....	75	178.0	63	147.8	27	59.7	-	-
More than 1 State <sup>3</sup> .....	5	10.8	4	9.3	3	7.3	-	-
Arkansas .....	8	14.7	8	14.7	3	5.3	-	-
Louisiana .....	14	30.9	13	28.9	10	25.5	-	-
Oklahoma .....	5	12.8	2	5.1	2	5.1	-	-
Texas .....	43	108.8	36	89.8	9	16.4	-	-

See footnotes at end of table.

**Table 9. Continued—Checkoff provisions in major collective bargaining agreements by region and State, 1981–82<sup>1</sup>**

(Workers in thousands)

Region and State	All agreements		Type of checkoff					
	Agreements	Workers	Total		Dues checkoff only		Dues and assessments	
			Agreements	Workers	Agreements	Workers	Agreements	Workers
Mountain .....	37	91.3	25	51.5	13	26.2	1	1.1
Arizona .....	8	32.2	4	10.4	2	3.8	-	-
Colorado .....	15	37.1	10	23.8	6	15.4	-	-
Idaho .....	3	4.1	3	4.1	-	-	1	1.1
Nevada .....	4	6.7	2	3.6	1	1.1	-	-
New Mexico .....	6	9.6	6	9.6	4	5.8	-	-
Utah .....	1	1.5	-	-	-	-	-	-
Pacific .....	187	1,089.2	127	723.4	36	387.5	5	14.0
More than 1 State <sup>3</sup> .....	14	73.3	9	22.1	3	7.9	-	-
Alaska .....	6	26.2	4	22.2	3	14.6	1	7.6
California .....	121	835.0	85	610.1	25	349.2	2	4.2
Hawaii .....	7	33.1	7	33.1	1	9.0	-	-
Oregon .....	12	57.8	9	15.1	-	-	-	-
Washington .....	27	63.7	13	20.7	4	6.8	2	2.3
Type of checkoff—Continued							No reference to checkoff	
Dues and initiation fees		Dues, assessments, and initiation fees		Other <sup>4</sup>				
Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	
All agreements .....	457	1,727.8	211	913.8	77	946.4	189	845.6
Interstate <sup>2</sup> .....	81	748.3	67	508.2	16	732.5	25	177.8
New England .....	33	90.4	4	13.2	2	4.0	2	2.2
More than 1 State <sup>3</sup> .....	5	14.4	2	7.5	-	-	1	1.3
Connecticut .....	13	36.6	1	3.2	2	4.0	-	-
Maine .....	3	6.9	-	-	-	-	-	-
Massachusetts .....	10	29.7	1	2.5	-	-	1	.9
Rhode Island .....	2	2.7	-	-	-	-	-	-
Middle Atlantic .....	73	157.7	42	100.3	17	67.3	25	74.1
More than 1 State <sup>3</sup> .....	12	21.9	4	26.3	1	2.0	2	3.5
New Jersey .....	12	21.5	2	2.4	-	-	2	11.0
New York .....	26	56.3	22	43.5	8	39.9	18	55.9
Pennsylvania .....	23	57.9	14	28.0	8	25.3	3	3.6
East North Central .....	104	240.7	43	134.1	11	29.1	21	75.6
More than 1 State <sup>3</sup> .....	5	29.9	4	18.5	-	-	2	26.4
Illinois .....	24	54.3	9	26.4	4	8.1	10	34.9
Indiana .....	16	26.9	5	13.5	1	2.1	-	-
Michigan .....	17	48.3	8	21.6	1	1.8	2	4.2
Ohio .....	21	37.2	11	36.6	4	13.6	1	1.2
Wisconsin .....	21	44.0	6	17.3	1	3.5	6	8.9
West North Central .....	24	69.7	14	25.1	3	13.1	20	56.1
More than 1 State <sup>3</sup> .....	-	-	-	-	-	-	2	5.7
Iowa .....	4	7.2	1	1.5	-	-	-	-
Kansas .....	3	9.0	-	-	1	2.1	-	-
Minnesota .....	9	30.9	5	9.0	1	2.5	12	35.7

See footnotes at end of table.



**Table 9. Continued—Checkoff provisions in major collective bargaining agreements by region and State, 1981-82<sup>1</sup>**

(Workers in thousands)

Region and State	Type of checkoff—Continued						No reference to checkoff	
	Dues and initiation fees		Dues, assessments, and initiation fees		Other <sup>4</sup>		Agreements	Workers
	Agreements	Workers	Agreements	Workers	Agreements	Workers		
<b>West North Central—Continued</b>								
Missouri .....	8	22.5	6	11.1	1	8.5	5	10.7
Nebraska .....	-	-	1	2.0	-	-	1	4.0
South Dakota .....	-	-	1	1.4	-	-	-	-
<b>South Atlantic</b> .....	31	93.2	13	52.8	4	13.6	9	16.5
More than 1 State <sup>2</sup> .....	3	35.3	1	4.0	1	1.9	6	10.7
Delaware .....	1	1.8	-	-	-	-	-	-
District of Columbia .....	1	10.0	2	17.5	1	1.8	-	-
Florida .....	6	10.1	1	2.0	-	-	-	-
Georgia .....	1	1.8	1	1.3	2	9.8	1	3.0
Maryland .....	4	9.5	1	1.5	-	-	-	-
North Carolina .....	6	9.2	1	2.2	-	-	-	-
South Carolina .....	3	4.4	1	1.4	-	-	2	2.8
Virginia .....	6	10.9	2	18.3	-	-	-	-
West Virginia .....	-	-	3	4.6	-	-	-	-
<b>East South Central</b> .....	23	49.5	6	9.5	1	1.2	3	7.4
More than 1 State <sup>2</sup> .....	1	1.8	-	-	-	-	-	-
Alabama .....	2	6.8	4	6.2	1	1.2	-	-
Kentucky .....	4	4.7	1	2.1	-	-	1	1.4
Mississippi .....	4	16.2	-	-	-	-	1	4.5
Tennessee .....	12	19.9	1	1.2	-	-	1	1.5
<b>West South Central</b> .....	22	46.1	8	27.7	6	14.3	12	30.2
More than 1 State <sup>2</sup> .....	1	2.0	-	-	-	-	1	1.5
Arkansas .....	3	5.8	1	1.3	1	2.1	-	-
Louisiana .....	1	1.1	2	2.3	-	-	1	2.0
Oklahoma .....	-	-	-	-	-	-	3	7.7
Texas .....	17	37.1	5	24.1	5	12.1	7	19.0
<b>Mountain</b> .....	6	14.3	1	1.5	4	8.4	12	39.7
Arizona .....	1	5.0	-	-	1	1.6	4	21.8
Colorado .....	-	-	1	1.5	3	6.8	5	13.3
Idaho .....	2	3.0	-	-	-	-	-	-
Nevada .....	1	2.5	-	-	-	-	2	3.1
New Mexico .....	2	3.8	-	-	-	-	-	-
Utah .....	-	-	-	-	-	-	1	1.5
<b>Pacific</b> .....	60	217.7	13	41.2	13	62.8	60	365.8
More than 1 State <sup>2</sup> .....	6	14.2	-	-	-	-	5	51.2
Alaska .....	-	-	-	-	-	-	2	4.0
California .....	38	169.8	9	28.0	11	58.9	36	224.8
Hawaii .....	3	11.9	3	12.2	-	-	-	-
Oregon .....	8	14.1	1	1.0	-	-	3	42.6
Washington .....	5	7.7	-	-	2	3.9	14	43.0

<sup>1</sup> The majority of agreements were scheduled to expire in 1981 or 1982.

<sup>2</sup> Each of these agreements covers 2 or more plants located in different regions.

<sup>3</sup> Each of these agreements covers 2 or more plants located in different States in the same region; worker distribution by State not available.

<sup>4</sup> Includes agreements that provide combinations of checkoff provisions, that refer to checkoff provisions but give no details, or that make checkoffs subject to local negotiations.

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

**Table 10. Checkoff provisions in sample of major collective bargaining agreements by coverage of States with and without right-to-work laws, 1981-82<sup>1</sup>**

(Workers in thousands)

State coverage	All agreements		Type of checkoff					
	Agreements	Workers	Total		Dues checkoff only		Dues and assessments	
			Agreements	Workers	Agreements	Workers	Agreements	Workers
All agreements .....	476	2,573.9	421	2,244.4	114	464.7	8	24.5
All employees covered in States without right-to-work laws .....	351	1,262.2	309	1,039.9	81	274.4	7	23.4
All employees covered in States with right-to-work laws .....	72	157.5	66	144.9	25	59.3	-	-
Mixed coverage .....	50	966.8	43	872.2	7	128.7	1	1.1
Coverage not known .....	3	187.3	3	187.3	1	2.3	-	-
Type of checkoff—Continued							No reference to checkoff	
	Dues and initiation fees		Dues, assessments, and initiation fees		Other <sup>2</sup>		Agreements	Workers
	Agreements	Workers	Agreements	Workers	Agreements	Workers		
All agreements .....	162	667.2	65	177.6	72	910.2	55	329.5
All employees covered in States without right-to-work laws .....	123	371.4	47	118.4	51	252.2	42	222.3
All employees covered in States with right-to-work laws .....	22	47.8	8	13.5	11	24.2	6	12.6
Mixed coverage .....	17	248.0	10	45.6	8	448.8	7	94.5
Coverage not known .....	-	-	-	-	2	185.0	-	-

<sup>1</sup> The majority of agreements were scheduled to expire in 1981 or 1982.

<sup>2</sup> Includes agreements that provide combinations of checkoff

provisions, that refer to checkoff provisions but give no details, or that make checkoffs subject to local negotiations.

**Table 11. Checkoff authorization and renewal provisions in sample of major collective bargaining agreements, 1981-82<sup>1</sup>**

(Workers in thousands)

Checkoff authorization	Total		With renewal provision		Without renewal provision	
	Agreements	Workers	Agreements	Workers	Agreements	Workers
Agreements with checkoff provisions .....	421	2,244.4	96	763.1	325	1,481.2
Agreements with provision for term of authorization .....	199	1,174.3	96	763.1	103	411.2
Revocable at any time .....	28	87.4	-	-	28	87.4
Revocable at end of contract .....	8	15.2	-	-	8	15.2
Revocable upon short notice .....	9	40.4	-	-	9	40.4
Revocable during specified period in each contract year .....	16	34.2	6	12.3	10	21.9
Revocable at end of stated time period or end of contract whichever comes first .....	46	184.8	14	52.8	32	131.9
Irrevocable for period of 1 year or until term of agreement, revocable thereafter .....	11	19.4	3	7.2	8	12.1
Irrevocable for successive periods of 1 year or term of agreement, unless revoked during annual escape period .....	77	781.9	72	687.2	5	94.7
Other .....	4	10.9	1	3.5	3	7.4

<sup>1</sup> The majority of agreements were scheduled to expire in 1981 or 1982.

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

# Appendix A. Selected Union Security and Dues Checkoff Provisions

To illustrate how union security and dues checkoff provisions may appear in an agreement, sections of several agreements are reproduced here in their entirety. Intervening, irrelevant clauses have been deleted.

## Agreement between

Employer: General Electric Company  
Union: Auto Workers  
Expiration date: July 1982

## Maintenance of Membership

- (a) Subject to applicable law, all employees who, as of the date of this agreement are members of the union in good standing in accordance with the constitution and by-laws of the union or who become members of the union following the effective date of this agreement, shall, as a condition of employment, remain members of the union in good standing insofar as the payment of periodic dues and initiation fees, uniformly required, is concerned.
- (b) With respect to maintenance of union membership as a condition of employment under this agreement, as provided for in Section 1 (a) of this Article, an employee may resign from the union between June 18 and June 27, 1982, or 10 days prior to the termination date of each succeeding applicable collective bargaining agreement between the parties by individual notice in writing mailed by registered or certified letter to the local with a copy to the company.

## Union Dues Deduction Authorization

- (a) The company, for each of its employees included within the bargaining unit recognized by the company pursuant to Article 1 hereof, who individually, in writing, duly authorizes the company paymaster to do so, will deduct from the first pay of each month, union dues (including initiation fee, if any) for such employee's membership in the Local and shall remit promptly to the local all such deductions.
- (b) Subject to applicable law, individual authorizations executed after the effective date of this

agreement shall be signed cards in the form agreed to by the company and the union.

GENERAL ELECTRIC      DATE \_\_\_\_\_  
EVENDALE PLANT      S.S. No. \_\_\_\_\_

Assignment to, and Authorization to Deduct  
and Pay Union Dues to  
Local 647 of the International Union, United  
Automobile, Aerospace and Agricultural  
Implement Workers of America

## TO PAYMASTER:

I hereby cancel any authorization heretofore given to you to deduct my union membership dues from my earnings.

For each month during which I work for the General Electric Company while this assignment is in effect, I hereby assign, from my earnings now or hereafter payable to me from the company, to Local No. 647 of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, my union membership dues (as certified to the company by the Local, such certification by said Local, shall constitute an absolute defense to the company as to any claim by the undersigned or said Local that such dues have been illegally assessed or levied) and I hereby authorize and direct you to deduct such membership dues from my earnings and pay the same from my account to such Local. You are hereby authorized to deduct such membership dues from my earnings payable the first day of each month but if not so then deducted in any particular month, you are then authorized to make such deduction from my earnings payable in any subsequent month.

Subject to applicable law, I reserve the right to revoke this authorization by individual notice in writing mailed by registered or certified letter to the company and the Local postmarked no earlier than September 21 and no later than September 30 both dates inclusive, of any year during which this Agreement is in effect, or of any

year during the term of each succeeding applicable collective bargaining agreement between the parties hereto, or 10 days prior to the termination date of each such succeeding agreement.

BADGE NO. \_\_\_\_\_  
Signature of Employee

The term "dues," as used herein, will include only that regular payment required equally of all members, which has been certified in writing to the company by a duly authorized official of Local 647, as the amount designated as membership dues pursuant to the Constitution of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America and the Constitution and by-laws of Local 647.

Excluded specifically from any authorization of deductions are fines, penalties, contributions, assessments, or similar types of payments.

The parties agree that check off forms authorized under prior agreement will be honored by the company and that the certification by the Local of the dues to be deducted under such check off authorizations constitutes an absolute defense to the company of any claim by the employees or the Local that such dues have been illegally assessed or levied.

Assignment to, and Authorization to Deduct and Pay Union Initiation Fee to,  
Local 647 of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America

I further hereby assign, from my earnings now or hereafter payable to me from the General Electric Company, to Local 647 of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, the sum of \$\_\_\_\_\_ as my union initiation fee and I hereby authorize and direct you to deduct such sum from my earnings and pay the sum for my account to such Local. You are authorized to deduct such sum from my earnings payable the first payday of the month immediately following the date of this assignment and authorization, but if not so then deducted, you are authorized to make such deduction from my earnings payable in any subsequent month.

BADGE NO. \_\_\_\_\_  
Signature of Employee

**Discrimination and Coercion**

1. There shall be no discrimination by supervisors, managers or other agents of the company against

any employee because of the employee's membership in the union or because the employee is acting as a representative of the union.

- 2. The union agrees that neither its officers nor its members, nor persons employed directly or indirectly by the union, will intimidate or coerce employees; nor will it solicit members on company time.
- 3. Neither the company nor the union shall discriminate in the application of the provisions of this agreement against any employee because of race, color, sex, religion, martial status, age national origin, or ancestry.
- 4. Neither the company nor the union shall discriminate in the application of the provisions of this agreement against any employee because of physical or mental handicap or because he/she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee is qualified.

**Agreement between**

Employer: Marine Towing and Transportation  
Employers' Association  
Union: Maritime Union  
Expiration date: February 1982

**Section 3. Hiring Employees**

During the life of this agreement, the employers shall be the sole judge of whether applicants for employment are satisfactory, qualified, competent and experienced.

When a vacancy exists in the deck, engine, or steward's department, the employer will promptly notify the union of the vacancy in order that the union may have the opportunity of referring qualified applicants to the employer, and the union may consider that a vacancy has not been filled until the employer notifies the union of the name of the person who has been employed. The union represents that it will conduct its hiring halls in a manner that will not violate the National Labor Relations Act.

**Section 4. Non-Discrimination**

The employers and the union agree that there will be no discrimination against any employee or applicant for employment because of race, creed, color, sex or national origin. This non-discriminatory policy will include but not be limited to the following: employment, upgrading, demotion or transfer, lay-off or termination, rates of pay or forms of compensation, recruitment or recruitment advertising, and selection for training, including apprenticeship.

## **Section 5. Union Shop**

All present employees covered by this contract shall be required to be or become members of the union within 31 days after April 1, 1979, and, thereafter, to remain members of the union in good standing as a condition of continued employment. All new employees hired after April 1, 1979, shall be required to become members of the union within 31 days of their date of hire, and, thereafter, to remain members of the union in good standing as a condition of continued employment. The employers agree that, insofar as they may lawfully do so, they will give full effect to this Section. On or before May 1, 1979, each employer will furnish to the union a list of the names of all employees who were covered by this contract on April 1, 1979. Thereafter, each employer will furnish the union with a copy of the monthly basic pension and insurance report that it furnishes to the Administrator of the N.Y. Marine Towing and Transportation Industry Pension and Insurance Funds.

Upon the union's written notice to any employer that an employee is delinquent by reason of his non-payment of the regular uniform dues or initiation fee, the employer shall promptly discharge said delinquent employee. If an employer fails to discharge such employee after said written notice by the union, the union shall be free to strike the employer which strike shall not violate the "no strike clause" and shall not be subject to the grievance and arbitration machinery of this contract.

### **Agreement between**

Employer: United Parcel Service, Inc.

Union: Teamsters

Expiration date: April 1982

## **Section 2—Union Shop and Dues**

All present employees who are members of the local union on the effective date of this subsection or on the date of execution of this agreement, whichever is the later, shall remain members of the local union in good standing as a condition of employment. All present employees who are not members of the local union and all employees who are hired hereafter, shall become and remain members in good standing of the local union as a condition of employment on and after the 31st day following the beginning of their employment or on and after the 31st day following the effective date of this subsection or the date of this agreement, whichever is the later. An employee who has failed to acquire, or thereafter maintain membership in the union, as herein provided, shall be terminated 72 hours after the employer has received written notice from an authorized representative of the local union, certifying that membership has been, and is continuing to be offered to such employees on the same basis as all other members,

and, further that the employee has had notice and opportunity to make all dues or initiation fee payments. This provision shall be made and become effective as of such time as it may be made and become effective under the provision of the National Labor Relations Act, but not retroactively.

No provision of this Article shall apply to the extent that it may be prohibited by State law.

## **Section 3—Dues Check Off**

The employer agrees to deduct from the pay of all employees covered by this agreement the dues, initiation fees and or uniform assessments of the local union having jurisdiction over such employee and agrees to remit to said local union all such deductions prior to the end of the month for which the deduction is made except DRIVE deductions which shall be made annually. Union dues deductions shall be made from vacation checks when employees are on vacation during the week in which such union dues deductions are made. Where law requires written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law. Where an employee who is on checkoff is not on the payroll during the week in which the deduction is to be made, or who has no earnings or insufficient earnings during the week or is on leave of absence, the employee must make arrangements with the union to pay such dues in advance. Dues shall be deducted during the first week of the month and be remitted to the local union prior to the end of the same month. On written request of the employee, payroll deductions will be made to purchase U.S. savings bonds for said employee.

The employer agrees to deduct certain specific amounts each week from the wages of those employees who shall have given the employer written notice to make such deductions. The amount so deducted shall be remitted to the applicable credit union once each month or weekly. The employer shall not make deductions and shall not be responsible for remittance to the credit union for any deductions for those weeks during which the employee's earnings shall be less than the amount authorized for deductions.

In the event the employer has been determined to be in violation of this article by a decision in the grievance procedure, and if such employer subsequently is in violation thereof after receipt of 72 hours written notice of specific delinquencies, the local union may strike to enforce this article. However, such strike shall be terminated upon the delivery thereof. Errors or inadvertent omissions relating to individual employees shall not constitute a violation.

The local union shall certify to the employer in writing each month a list of its members working for the employer who have furnished to the employer the required authorization, together with an itemized state-

ment of dues, initiation fees (full or installment), or uniform assessment owed and to be deducted for such month from the pay of such member, and the employer shall deduct such amount from the first paycheck following receipt of statement of certification of the member and remit to the local union in one lump sum. It is further agreed that the employer shall add to the list submitted by the local union the names of all new employees and those hired since the last list was submitted and delete the names of employees who are no longer employed. The above shall be the practice unless otherwise mutually agreed upon.

### **Agreement between**

Employer: Pullman Standard

Union: Steelworkers

Expiration date: April 1981

### **Union Membership**

Each employee who on the effective date of this agreement is a member of the union in good standing and each employee who becomes a member after that date shall, as a condition of employment, maintain his membership in the union.

Each employee hired on or after September 1, 1956 shall, as a condition of employment, beginning on the 30th day following the beginning of such employment acquire and maintain membership in the union. Such employee shall sign and furnish to the company at the time of his employment, an application card, in duplicate, for membership in the union, in a form agreed to in writing by the company and the union. A copy of such card shall be furnished to the employee. Such application card shall provide that it shall not become effective until the expiration of 30 days after the date of employment. One signed copy of the application card filed at the time of employment with the company shall be turned over to the union.

On or before the last day of each month the union shall submit to the company a notarized list showing separately for each plant the name, department symbol and check or badge number of each employee who shall have become a member of the union in good standing other than through the procedures pursuant to Paragraph 2 above, since the last previous list of such members was furnished to the company. The company shall continue to rely upon the membership lists which have been certified to it by the union as of October 20, 1954, subject to revision by the addition of new members certified to it by the union between such date and the date of this agreement and to the deletion of the names of employees who have withdrawn from membership during such period.

For the purpose of this section, an employee shall not be deemed to have lost his membership in the union in good standing until the International Treasurer of the

union shall have determined that the membership of such employee in the union is not in good standing and shall have given the company a notice in writing of the fact.

In states in which the foregoing provisions may not lawfully be enforced, the following provisions, to the extent that they are lawful, shall apply:

Each employee who would be required to acquire or maintain membership in the union if the foregoing union security provisions could lawfully be enforced, and who fails voluntarily to acquire or maintain membership in the union, shall be required as a condition of employment, beginning on the 30th day following the beginning of such employment or the date of this agreement, whichever is later, to pay to the union each month a service charge as a condition toward the administration of this agreement and the representation of such employees. The service charge for the first month shall be in amount equal to the union's regular and usual initiation fee and monthly dues, and for each month thereafter in an amount equal to the regular and usual monthly dues.

The foregoing provisions shall be effective in accordance and consistent with applicable provisions of federal and state law.

### **Checkoff**

The company will check off monthly dues, assessments and initiation fees each as designated by the International Treasurer of the union, as membership dues in the union, on the basis of individually signed voluntary checkoff authorization cards in forms agreed to by the company and the union.

At the time of his employment, the company will suggest that each new employee voluntarily execute an authorization for the checkoff of union dues in the form agreed upon. A copy of such authorization card for the checkoff of union dues shall be forwarded to the Financial Secretary of the local union along with the membership application of such employee.

New checkoff authorization cards other than those provided for by Paragraph 2 above will be submitted to the company through the Financial Secretaries of the local unions at intervals no more frequent than once each month. On or before the last day of each month the union shall submit to the company a summary list of cards transmitted in each month.

Deductions on the basis of authorization cards submitted to the company shall commence with respect to dues for the month in which the company receives such authorization card or in which such card becomes effective, whichever is later. Dues for a given month shall be deducted from the first pay closed and calculated in the succeeding month.

In cases of earnings insufficient to cover deduction of dues, the dues shall be deducted from the next pay in which there are sufficient earnings, or a double deduction may be made from the first pay of the following

month, provided, however, that the accumulation of dues shall be limited to two months. The International Treasurer shall be provided with a list of those employees from whom double deduction has been made.

The union will be notified of the reason for non-transmission of dues in case of interplant transfer, layoff, discharge, resignation, leave of absence, sick leave, retirement, or insufficient earnings.

Unless the company is otherwise notified, the only union membership dues to be deducted for payment to the union from the pay of the employee who has furnished an authorization shall be the monthly union dues. The company will deduct initiation fees when notified by notation on the lists referred to in Paragraph 3 above, and assessments as designated by the International Treasurer. With respect to checkoff authorization cards submitted directly to the company, the company will deduct initiation fees unless specifically requested not to do so by the International Treasurer of the union after such checkoff authorization cards have become effective. The International Treasurer of the union shall be provided with a list of those employees for whom initiation fees have been deducted under this paragraph.

The parties will make mutually satisfactory arrangements at the local level to insure that those employees who have signed effective checkoff authorizations will be picked up so long as the company is not required to compile additional records.

The parties shall make such arrangements as may be necessary to adapt the foregoing checkoff provisions to the checkoff of the service charge referred to above, pursuant to voluntary authorizations therefor.

The provisions of this Subsection B shall be effective in accordance and consistent with applicable provisions of federal law.

### **Indemnity Clause**

The union shall indemnify and save the company harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the company for the purpose of complying with any of the provisions of this Section, or in reliance on any list, notice or assignment furnished under any of such provisions.

### **Agreement between**

Employer: Timex Corporation

Union: Machinists

Expiration date: December 1981

### **RECOGNITION**

The company recognizes the union as the sole and exclusive bargaining agent for the purpose of collective bargaining in respect to rates of pay, wages, hours of

employment and other conditions pertaining to employment for all of the employees in the unit hereinafter set forth in Case No. 32-RC-446, certification dated July 7, 1952.

### **CHECK-OFF**

5-1 On receipt of written authorization from an employee covered by this agreement, the company will deduct from the employee's pay earned during the first pay period in each month, union dues in an amount designated in writing by the union, and/or initiation fees in the amount as specified on individually signed authorization, unless notified to the contrary in writing by the employee during the revocation periods set forth in the written authorization, or if he or she becomes ineligible for membership by reason of transfer or rehire to a job excluded from the bargaining unit. An employee desiring to withdraw during the revocation periods shall notify the company and the union by registered mail, return receipt requested.

5-2 The company will promptly remit to the Financial Secretary of the union, the total deductions from the payroll for all employees where the company has the specified written authorization prior to the 25th day of the month prior to the month in which the deduction is authorized.

5-3 It is agreed that the deductions are made for the convenience of the union and that the company will not be held responsible for errors or omissions under any circumstances.

5-4 The parties agree that the check-off authorization shall be in the following form which is provided by the union:

### **VOLUNTARY CHECK-OFF AUTHORIZATION AND ASSIGNMENT**

Name \_\_\_\_\_ Employee No. \_\_\_\_\_

I hereby authorize TIMEX Corporation to deduct from my wages earned during the first pay period in the month of, 19\_\_ the sum of \$\_\_\_ it being my INITIATION or REINSTATEMENT FEE which is due Local Lodge No. 921, International Association of Machinists and Aerospace Workers, AFL-CIO. I furthermore authorize TIMEX Corporation to deduct thereafter each month a designated amount, it being the regular dues of Local Lodge No. 921, International Association of Machinists and Aerospace Workers, AFL-CIO. The above sums deducted are assigned to Local Lodge No.921 of the International Association of Machinists and Aerospace Workers and are to be mailed to the Financial Secretary of the union. The Financial

Secretary will, under the seal of the Lodge, notify the company in writing the designated amount to deduct for regular monthly dues.

I submit this authorization and assignment with the understanding that it will be effective and irrevocable up to the anniversary date of the current collective bargaining agreement, except that I reserve the right to revoke this authorization within 15 days after I receive a regular pay check showing a change in dues.

This authorization and assignment shall continue in full force and effect for yearly periods beyond the irrevocable period set forth above, and each subsequent yearly period shall be similarly irrevocable, unless revoked by me within 15 days after any irrevocable period hereof, provided the collective bargaining agreement between the company and the union is renewed or extended with this authorization in its present form.

Such revocation shall be effected by written notice to the EMPLOYER and the UNION within such 15-day period.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Witness \_\_\_\_\_

5-5 It is agreed that the authorization form set out in Section 5-4 above is the only authorized form. Any other form filed with the company during preceding contracts between the company and the union will be canceled as of June 1, 1964.

5-6 In the event an employee has a signed authorization but has no pay due him during the pay period in which payroll deduction is made for any reason other than illness, the company agrees to double deduct on the following regular deduction period for union dues, provided that the union furnishes to the company a written listing of employees for who such double deduction shall be made no later than the 25th day of the month prior to the month in which the double deduction is to be made. On the absentee listing currently furnished to the union each month, the company will indicate the reason for said absence.

### Agreement between

Employer: Western Electric Company  
Union: Electrical Workers (IBEW)  
Expiration date: August 1983

### Article 29 - Agency Shop\*

1. Each employee who is a member of the union or who is obligated to tender to the union amounts equal to periodic dues on the effective date of this agreement, or who later becomes a member, and all employees entering into the bargaining unit on or after the effective date of this agreement, shall as a condition of employment pay or tender to the

union amounts equal to the periodic dues applicable to members for the period from such effective date or, in the case of employees entering into the bargaining unit after the effective date, on or after the 30th day after such entrance, whichever of these dates is later, until the termination of this agreement.

Each employee who is a member of the bargaining unit on or before the effective date of this agreement and who on the effective date of of this agreement was not required as a condition of employment to pay or tender to the union amounts equal to the periodic dues applicable to members, shall, as a condition of employment, pay or tender to the union amounts equal to the periodic dues applicable to members for the period beginning 30 days after the effective date of this agreement, until the termination of this agreement.

2. The condition of employment specified above shall not apply during periods of formal separation\*\* from the bargaining unit by any such employee but shall reapply to such employee on the 30th day following his or her return to the bargaining unit.

\* Where permitted by law.

\*\* The term "formal separation" includes transfers out of the bargaining unit, removal from the payroll of the company, and leaves of absence of more than 1 month duration.

### Article 30- Payroll Deduction of Union Dues

1. An employee who wishes to have the company deduct the amount of regular monthly union dues from the employee's pay for transmittal to the union shall execute an authorization card to be furnished by the union in the form attached.

2. The amounts of monthly union dues for (a) "A" membership and (b) "B" membership will be certified to the company in writing from time to time by the Financial Secretary of the union. The amounts so certified shall be uniform for each type of membership. A certification from the Financial Secretary of the union which changes the amount of union dues shall become effective the 1st day of the fiscal month following a period of 30 days from the date the company receives such certification.

3. One deduction in respect to the current month's union dues will be made from the wages paid in the 2nd week of each fiscal month for the full amount of such union dues, provided the authorization is received in the payroll organization at least 2 weeks in advance of the scheduled deduction period, and provided there is sufficient pay available to cover the same for the full amount



authorized, after the following deductions have been made:

- (a) Those required by law.
- (b) Those authorized by employees for life and hospitalization insurance premiums.

If the scheduled deduction for union dues cannot be made in the 2nd fiscal week, the full amount of the deduction will be made from the employee's pay in any succeeding week in the current fiscal month in which there is sufficient pay. Deductions will not be made in respect to any prior months' union dues except when the company through error or oversight failed to make the deduction in any such month.

4. Within the 1st fiscal week following the week in which the regular monthly deduction has been made, the company shall deliver to the union a check for the amount due, payable to the union, accompanied by a list showing the names of employees from whose pay:

- 4.1 Regular deductions have been made.
- 4.2 No deduction has been made because of cancellation of authorization.
- 4.3 No deduction has been made because of revocation of authorization.
- 4.4 No deduction has been made because of insufficient earnings in this pay period.
- 4.5 Deduction has been made for a prior month.

5. An authorization by an employee for deduction of union dues shall be canceled automatically when such employee is transferred out of the bargaining unit, or is removed from the local payroll of the company, or goes on a leave of absence for more than 1 month, and there shall be no obligation on the part of the company to continue authorizations in effect in the absence of an applicable collective bargaining agreement.

6. An authorization by an employee for deduction of union dues may be revoked either.

(a) By execution and delivery to the company of an individual authorization to discontinue payroll deductions of the employee's union dues in the form attached, or

(b) By means of an individual letter to the company sent by the employee by registered mail, return receipt requested.

Such revocation shall be effective on the 1st of

the fiscal month following the date on which the company receives such authorization or letter.

### AUTHORIZATION TO MAKE PAYROLL DEDUCTIONS FOR UNION MEMBERSHIP DUES

PLEASE PRINT IN INK Date \_\_\_\_\_ 19\_\_\_\_

Name \_\_\_\_\_ S.S. No. \_\_\_\_\_  
Last First Middle Initial

Dept. \_\_\_\_\_ Clock No. \_\_\_\_\_ Payroll Section No. \_\_\_\_\_

TO WESTERN ELECTRIC COMPANY, INC.,  
HAWTHORNE WORKS, CHICAGO, ILLINOIS

I hereby authorize the WESTERN ELECTRIC COMPANY, INCORPORATED, to deduct each month an amount equal to that certified to the company by the Financial Secretary of the union as the "A" membership dues from any wages earned, or to be earned by me as an employee on the payroll of the WESTERN ELECTRIC COMPANY, INCORPORATED, HAWTHORNE WORKS, CHICAGO, ILLINOIS, represented by the union, and remit same to the Financial Secretary of Local Union No. 1859, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (AFL-CIO).

I hereby revoke any prior authorization respecting union membership dues deductions. This authorization shall become effective and shall continue in effect under the terms of the applicable collective bargaining agreement between the WESTERN ELECTRIC COMPANY, INCORPORATED, and Local Union No. 1859 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (AFL-CIO), except that this authorization may be revoked by me at any time either through deliver to the company of a properly executed "Authorization to Discontinue Payroll Deductions" furnished by the union or by means of a written notice to the company by registered U.S. mail, return receipt requested.

I recognize that the acceptance by the company of this authorization is under the conditions of the current applicable collective bargaining agreement.

Membership Card No. \_\_\_\_\_  
Signature of Employee \_\_\_\_\_

TO BE FILLED IN BY THE COMPANY

Date Received \_\_\_\_\_



# Appendix B. Identification of Clauses

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

<i>Clause number</i>	<i>Expiration date</i>
1 . . . . .	Hotel Employees Association of San Francisco, San Francisco, Calif . . . . . August 1983 Services Employees (SEIU)
2 . . . . .	Independent Cloth Hat and Cap Companies, New York, N.Y . . . . . June 1982 Hatters (HCMW)
3 . . . . .	Associated General Contractors of America, Inc., New Mexico Chapter, N. Mex . . . . . March 1984 Laborers (LIUNA)
4 . . . . .	Desoto, Inc., Fort Smith Furniture Division, Fort Smith, Ark . . . . . February 1981 Furniture Workers (UFWA)
5 . . . . .	American Broadcasting Co., Inc., Master Agreement, Interstate . . . . . March 1981 Broadcast Employees and Technicians (NABET)
6 . . . . .	Del Monte Corp., Salem, Oreg. and Vancouver, Wash . . . . . April 1982 Teamsters (IBT) (Ind.)
7 . . . . .	Johns Manville Sales Corp., Waukegan, Ill . . . . . April 1982 Chemical Workers (ICW)
8 . . . . .	Sports Agreement, Northern Calif . . . . . September 1982 Ladies' Garment Workers (ILGWU)
9 . . . . .	Philip Morris U.S.A., Louisville, Ky . . . . . January 1983 Bakery, Confectionery and Tobacco Workers (BCTW)
10 . . . . .	GTE General Telephone Co. of Illinois, Ill . . . . . October 1982 Electrical Workers (IBEW)
11 . . . . .	Scott Paper Co., S.D. Warren Co. Division, Westbrook, Maine . . . . . May 1981 Paperworkers (UPIU)
12 . . . . .	CF & I Steel Corp., Pueblo, Colo . . . . . August 1983 Steelworkers (USA)
13 . . . . .	Merck & Co., Inc., N.J. and Pa . . . . . April 1981 Oil, Chemical and Atomic Workers (OCAW)
14 . . . . .	American Hospital Supplies Corp., Hamilton Industries Division, Two Rivers, Wis . . . . . July 1982 Carpenters (CJA)
15 . . . . .	Associated Hospitals of the East Bay, Inc., San Francisco, Calif . . . . . December 1982 Nurses (ANA) (Ind.)
16 . . . . .	Aluminum Co. of America, Interstate . . . . . May 1983 Aluminum Workers (AWU)
17 . . . . .	General Electric Co., Evendale, Ohio . . . . . July 1982 Auto Workers (UAW)
18 . . . . .	Union Carbide Corp., Metals Division, Marietta, Ohio . . . . . August 1981 Oil, Chemical and Atomic Workers (OCAW)
19 . . . . .	Kerr-McGee Nuclear Corp., Grants Uranium Operation, Grants, N. Mex . . . . . April 1982 Oil, Chemical and Atomic Workers (OCAW)
20 . . . . .	Sun Shipbuilding and Drydock Co., Chester, Pa . . . . . January 1982 Boilermakers (BBF)

- 21 ..... Washington Post Co.,  
Washington, D.C. .... July 1982  
Newspaper Guild (TNG)
- 22 ..... General Electric Co.,  
National Agreement  
Interstate ..... July 1982  
Electrical Workers (IUE)
- 23 ..... Consolidated Gas Supply  
Corp., Interstate ..... October 1982  
Service Employees (SEIU)
- 24 ..... Westinghouse Electric Corp.,  
Beaver Plant, Beaver, Pa ... July 1982  
Electrical Workers (IBEW)
- 25 ..... Cincinnati Gas and Electric  
Co., and Union Light,  
Heat and Power Co.,  
Southern Ohio ..... March 1982  
Electrical Workers (IBEW)
- 26 ..... Metropolitan Life Insurance  
Co., Interstate ..... March 1981  
Insurance Workers (IWIU)
- 27 ..... Bell Telephone Co. of  
Pennsylvania, Pa. .... August 1983  
Telecommunications  
International Union  
(TIU) (Ind.)
- 28 ..... Western Electric Co., Inc.,  
Service Division,  
Interstate ..... August 1983  
Communications Workers  
(CWA)
- 29 ..... United Parcel Service, Inc.,  
Chicago, Ill ..... April 1982  
Teamsters (IBT) (Ind.)
- 30 ..... Jones and Laughlin Steel  
Corp., Interstate ..... August 1983  
Steelworkers (USA)
- 31 ..... Aluminum Co. of America,  
Vernon, Calif. .... August 1983  
Auto Workers (UAW)
- 32 ..... General Foods Corp., Food  
Products Division,  
Woodburn, Oreg. .... April 1982  
Teamsters (IBT) (Ind.)
- 33 ..... Allied Underwear Association,  
Inc., New York, N.Y. .... June 1981  
Ladies' Garment  
Workers (ILGWU)
- 34 ..... United Parcel Service, Inc.,  
Central States,  
Interstate ..... April 1982  
Teamsters (IBT) (Ind.)
- 35 ..... Longview Fibre Co.,  
Longview, Wash ..... May 1981  
Western Pulp and Paper  
Workers (WPPW) (Ind.)
- 36 ..... ICI Americas, Inc., Army  
Ammunition Plant,  
Charlestown, Ind ..... November 1982  
Chemical Workers (ICW)  
Firemen and Oilers (IBFO)
- 37 ..... Associated General  
Contractors of America,  
Western Central Area,  
Seattle and Tacoma, Wash. . May 1981  
Carpenters (CJA)
- 38 ..... Master Plumbers Association,  
Boston, Mass ..... August 1983  
Plumbing and Pipe  
Fitting Industry (PPF)
- 39 ..... Keystone Building  
Contractors Association,  
Pa ..... June 1982  
Laborers (LIUNA)
- 40 ..... Campbell Soup Co.,  
Camden, N.J. .... May 1982  
Teamsters (IBT) (Ind.)
- 41 ..... American Motors Corp., AM  
General Corp. Subsidiary,  
South Bend and Mishawaka,  
Ind ..... June 1982  
Auto Workers (UAW)
- 42 ..... Marriott Corp., Bob's Big  
Boy Restaurants,  
Glendale, Calif ..... December 1983  
Bob's Employees'  
Association (Ind.)
- 43 ..... Waldbaum, Inc., Food Mart  
Division, Conn. and  
Mass ..... April 1982  
Food and Commercial  
Workers (UFCW)
- 44 ..... Roper Corp., Roper Eastern  
Group, Md. .... May 1982  
Furniture Workers (UFWA)
- 45 ..... Associated General  
Contractors of California,  
and Western Steel  
Council, Calif ..... June 1983  
Operating Engineers (IUOE)
- 46 ..... PPG Industries, Inc.,  
Industrial Chemical  
Division, Lake Charles,  
La ..... May 1981  
Machinists (IAM)

- 47 .....New Jersey Zinc Co.,  
Palmerton, Pa .....August 1981  
Steelworkers (USA)
- 48 .....Crown Zellerbach Corp.,  
Camas, Wash..... June 1981  
Western Pulp and Paper  
Workers (WPPW) (Ind.)
- 49 .....Louisville Gas and Electric  
Co., Louisville, Ky .....November 1983  
Electrical Workers (IBEW)
- 50 .....Quad-Cities Grocery  
Agreement,  
Ill. and Iowa ..... June 1982  
Retail Clerks (RCIU)
- 51 .....Litton Industries, Inc.,  
Ingalls Shipbuilding  
Division, Pascagoula,  
Miss .....April 1981  
Metal Trades Department  
of the AFL-CIO,  
Pascagoula Metal Trades  
Council
- 52 .....Building Trades Employers  
Association of Westchester  
and Putnam Counties,  
Inc., N.Y ..... April 1982  
Laborers (LIUNA)
- 53 .....Cleveland Plumbing  
Contractors Association,  
Cleveland, Ohio .....April 1982  
Plumbing and Pipe  
Fitting Industry (PPF)
- 54 .....Western Union Telegraph Co.,  
Interstate ..... July 1982  
Telegraph Workers (UTW)
- 55 .....Contractors Association of  
Westchester and Putnam  
Counties, Inc., N.Y ..... April 1982  
Operating Engineers (IOUE)
- 56 .....Marine Towing and  
Transportation Employers'  
Association, Interstate ..... February 1982  
Longshoremen's  
Association (ILA)
- 57 .....National Electrical  
Contractors Association,  
Inc., Nassau and Suffolk  
Counties, N.Y ..... April 1981  
Electrical Workers (IBEW)
- 58 .....Realty Advisory Board on  
Labor Relations, Inc.,  
Apartment Buildings,  
New York, N.Y ..... April 1982  
Service Employees (SEIU)
- 59 .....John Morrell and Co.,  
Sioux Falls, S. Dak .....August 1982  
Food and Commercial  
Workers (UFCW)
- 60 .....Ideal Basic Industries,  
Inc., Interstate .....April 1981  
Cement Workers (CLGW)
- 61 .....American Standard, Inc.,  
Chinaware Department,  
Interstate .....May 1982  
Pottery and Allied  
Workers (IBPAW)
- 62 .....Wisconsin Public Service  
Corp., Wis .....October 1982  
Operating Engineers (IUOE)
- 63 .....Central States Area Tank  
Truck Agreement,  
Interstate .....November 1982  
Teamsters (IBT) (Ind.)
- 64 .....Fairchild Industries, Inc.,  
Fairchild Republic Co.  
Division, Farmingdale,  
N.Y .....July 1982  
Machinists (IAM)
- 65 .....Ladies' Handbags and Leather  
Novelties Employers,  
New York, N.Y .....April 1982  
Leather Goods, Plastic  
and Novelty Workers  
(LGPN)
- 66 .....Sugar Companies Negotiating  
Committee, Hawaii .....January 1982  
Longshoremen and  
Warehousemen (ILWU)  
(Ind.)
- 67 .....Stanley Works, New Britain,  
Conn .....May 1982  
Machinists (IAM)
- 68 .....Hughes Aircraft Co.,  
Tucson Manufacturing  
Division, Tucson, Ariz .....October 1981  
Machinists (IAM)
- 69 .....Prudential Insurance Co.  
of America, Interstate .....September 1981  
Insurance Workers (IWIU)
- 70 .....E. I. Du Pont De Nemours  
and Co., Spruance, Va ....Open ended  
Amphill Rayon Workers,  
Inc. (Ind.)
- 71 .....E. R. Squibb and Sons, Inc.,  
New Brunswick, N.J ..... May 1982  
Oil, Chemical and Atomic  
Workers (OCAW)

- 72 .....Continental Group,  
Continental Can Co.,  
Master Agreement,  
Interstate .....March 1981  
Machinists (IAM)
- 73 .....Ingersoll-Rand Co.,  
Painted Post, N.Y.....April 1982  
Electrical Workers (IUE)
- 74 .....Continental Group,  
Continental Can Co.,  
Master Agreement,  
Interstate .....February 1981  
Steelworkers (USA)
- 75 .....Cummins Engine Co., Inc.,  
Columbus, Ind .....May 1981  
Diesel Workers Union (Ind.)
- 76 .....Pennsylvania Power and  
Light Co., Eastern Pa. ....May 1982  
Electrical Workers (IBEW)
- 77 .....California Processors, Inc.,  
Calif. ....June 1982  
Teamsters (IBT) (Ind.)
- 78 .....West Coast Pulp and Paper  
Converting Industry, Calif.,  
Oreg., and Wash .....June 1982  
Printing and Graphic  
(PGCU)
- 79 .....General Telephone Co. of  
Kentucky, Ky .....June 1982  
Communications Workers  
(CWA)
- 80 .....Mechanical Contractors of  
Central California,  
Calif .....June 1981  
Plumbing and Pipe Fitting  
Industry (PPF)
- 81 .....General Motors Corp.,  
Inland Division,  
Dayton, Ohio .....September 1982  
Rubber Workers (URW)
- 82 .....Atlantic Richfield Co.,  
and Four Corners Pipe  
Line Co., Calif .....January 1981  
Oil, Chemical and Atomic  
Workers (OCAW)
- 83 .....Executive Council of the  
California Conference of  
Mason Contractors  
Association, Inc.,  
Southern Calif .....June 1982  
Laborers (LIUNA)
- 84 .....Wire and Metal Products  
Manufacturers Guild, Inc.,  
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and N. J .....September 1981  
Teamsters (IBT) (Ind.)
- 85 .....Pacific Maritime  
Association, Calif., Oreg.,  
and Wash .....July 1981  
Longshoremen and  
Warehousemen (ILWU)  
(Ind.)
- 86 .....Elevators Division  
Employers, N. Y .....October 1981  
Electrical Workers (IBEW)
- 87 .....Master Builders Association  
of Western Pennsylvania,  
Pa. ....May 1982  
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- 88 .....San Francisco Employers  
Council, Warehouse  
Agreement, Calif. ....May 1982  
Teamsters (IBT) (Ind.)
- 89 .....Associated General  
Contractors of America,  
New York State Chapter,  
N. Y .....March 1982  
Operating Engineers (IUOE)
- 90 .....Mechanical Contractors  
Association of Northern  
California, Inc., Calif. ....June 1983  
Plumbing and Pipe Fitting  
Industry (PPF)
- 91 .....Independent Employers of  
Mason Tenders,  
New York, N. Y .....May 1981  
Laborers (LIUNA)
- 92 .....Retail Drug Store Operators  
Calif .....March 1981  
Retail Clerks (RCIU)
- 93 .....Standard Auto Service  
Stations, St. Louis, Mo ....March 1981  
Teamsters (IBT) (Ind.)
- 94 .....FMC Corp., San Jose  
Divisions, San Jose, Calif ..March 1981  
Machinists (IAM)
- 95 .....National Master Freight  
Agreement, Philadelphia  
and vicinity, Local Cartage,  
Pa. and N. J. ....March 1982  
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- 96 .....National Master Freight  
Agreement, Central States  
Area, Over-the-Road  
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- 97 .....Associated General  
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Inc., Detroit Chapter,  
Mich .....May 1982  
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- 98 ..... Chrysler Corp., Production and Maintenance, Interstate ..... September 1982  
Auto Workers (UAW)
- 99 ..... Rohr Industries, Inc., Riverside, Calif ..... February 1984  
Machinists (IAM)
- 100 ..... Armstrong Rubber Co., Interstate ..... July 1982  
Rubber Workers (URW)
- 101 ..... International Harvester Co., Clerical and Technical, Interstate ..... September 1982  
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- 102 ..... Agripac, Inc., Salem, Eugene, and Junction City, Oreg. .... June 1982  
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- 103 ..... Wholesale Bakers Group, Machine Shop, Calif ..... May 1981  
Bakery, Confectionery and Tobacco Workers (BCTW)
- 104 ..... Associated General Contractors of America, Baton Rouge Chapter, La .. April 1982  
Carpenters (CJA)
- 105 ..... Allis-Chalmers Corp., La Porte, Ind ..... November 1982  
Auto Workers (UAW)
- 106 ..... Magnavox Co., Fort Wayne, Ind ..... April 1982  
Allied Industrial Workers (AIW)
- 107 ..... Northeastern Florida Construction Management and Negotiating Council, Fla ..... April 1982  
Operating Engineers (IUOE)
- 108 ..... Colgate-Palmolive Co., Jersey City Plant, N.J ..... November 1982  
Employees Association of Colgate-Palmolive, Inc. (Ind.)
- 109 ..... Plumbing Contractors Association of Metropolitan St. Louis, St. Louis, Mo .... June 1982  
Plumbing and Pipe Fitting Industry (PPF)
- 110 ..... Soft Drink Bottlers Association, Alameda County, Calif ..... July 1981  
Teamsters (IBT) (Ind.)
- 111 ..... Illinois Regional Insulation Contractors Association, Inc., Chicago, Ill ..... May 1981  
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- 112 ..... The New York Times Co., New York, N. Y ..... March 1981  
Newspaper Guild (TNG)
- 113 ..... Retail Apparel Merchants Association, New York, N. Y ..... February 1982  
Clothing and Textile Workers (ACTWU)
- 114 ..... Greater Blouse, Skirt, and Undergarment Association, Inc., New York, N. Y ..... June 1981  
Ladies' Garment Workers (ILGWU)
- 115 ..... Public Service Co. of Colorado, Denver, Colo ... December 1981  
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- 116 ..... Eastern New York Construction Employers, Inc., N. Y ..... June 1982  
Operating Engineers (IUOE)
- 117 ..... Pet, Inc., Dairy Group, Interstate ..... September 1981  
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- 118 ..... General Contractors Association, New York, N. Y ..... June 1982  
Operating Engineers (IUOE)
- 119 ..... Builders Association of Chicago and 5 others, Chicago, Ill. .... May 1981  
Laborers (LIUNA)
- 120 ..... Metro Marine Contractors Association, Inc., N. Y .... December 1983  
Longshoremen's Association (ILA)
- 121 ..... Western Electric Co., Inc., Service Division, Interstate ..... August 1983  
Communications Workers (CWA)
- 122 ..... PPG Industries, Inc., Pittsburgh, Pa ..... February 1981  
Flint Glass Workers (AFGW)
- 123 ..... Del Monte Corp., Rochelle, Mendota, and Dekalb, Ill ..... January 1981  
Retail, Wholesale and Department Store Workers (RWDSU)

- 124 . . . . General Motors Corp.,  
Interstate . . . . . October 1982  
Plant Guard Workers  
(PGW) (Ind.)
- 125 . . . . Restaurant League of  
New York, Inc., N. Y. . . . . October 1981  
Hotel and Restaurant  
Employees (HERE)
- 126 . . . . Chicago Metro Auto Dealers  
Association and  
Independent Dealers, Ill . . . . June 1981  
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- 127 . . . . National Master Freight  
Agreement, Central States  
Area, Local Cartage  
Supplement, Interstate . . . . March 1982  
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- 128 . . . . Building Operators Labor  
Relations, Inc., Pa . . . . . October 1981  
Service Employees (SEIU)
- 129 . . . . Plumbing, Heating and Air  
Conditioning Contractors,  
Philadelphia, Pa . . . . . April 1983  
Plumbing and Pipe  
Fitting Industry (PPF)
- 130 . . . . Construction Employers Labor  
Relations Association of  
New York State, Inc.,  
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- 131 . . . . Southern States  
Boilermakers Employers,  
Interstate . . . . . October 1981  
Boilermakers (BBF)
- 132 . . . . Constructors Association  
of Western Pennsylvania,  
Interstate . . . . . December 1983  
Operating Engineers  
(IUOE)
- 133 . . . . National Electrical  
Contractors Association,  
Greater Cleveland  
Chapter, Ohio . . . . . April 1982  
Electrical Workers  
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- 134 . . . . Hughes Aircraft Co.,  
Tucson, Ariz . . . . . October 1981  
Machinists (IAM)
- 135 . . . . Allied Chemical Corp.,  
Auto Products Division,  
Knoxville, Tenn . . . . . November 1981  
Clothing and Textile  
Workers (ACTWU)
- 136 . . . . All-Steel, Inc.,  
Aurora, Ill . . . . . April 1982  
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- 137 . . . . General Electric Co.,  
Medical Systems Business  
Division,  
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- 138 . . . . Ford Aerospace and  
Communications Corp.,  
Refrigeration Products  
Division,  
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- 139 . . . . General Public Utility  
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Electrical Workers (IBFW)
- 140 . . . . Greater Milwaukee Hotel  
& Motel Association, Wis . . . . June 1982  
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- 141 . . . . General Motors Corp.,  
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- 142 . . . . General Telephone Co. of  
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Communications Workers  
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- 143 . . . . Dunlop Tire and Rubber  
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- 144 . . . . National Master Freight  
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- 145 . . . . Bell Telephone Co. of  
Pennsylvania, Comptrollers  
Department, Philadelphia,  
Pa . . . . . August 1983  
Telecommunications  
International Union (TIU)  
(Ind.)
- 146 . . . . The Detroit Edison Co.,  
Mich . . . . . August 1981  
Utility Workers (UWU)
- 147 . . . . Boeing Co., Boeing  
Vertol Co. Division, Pa . . . . . October 1983  
Auto Workers (UAW)
- 148 . . . . Western Electric, Hawthorne  
Works, Chicago, Ill . . . . . August 1983  
Electrical Workers (IBEW)



- 149 .....Dana Corp., Spicer  
Axle Division, Fort Wayne,  
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- 150 .....Timex Corp.,  
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- 151 .....E. I. Du Pont De Nemours  
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- 152 .....Johnson & Johnson, and  
Ethicon, Inc., N. Y ..... June 1981  
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- 153 .....General Building Contractors  
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- 154 .....Associated General  
Contractors of America,  
Wisconsin Chapter, Wis. ....May 1981  
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- 155 .....Carrier Corp.,  
Syracuse, N. Y .....October 1982  
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- 156 .....Vornado Corp.,  
Interstate .....July 1982  
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- 157 .....Beech Aircraft Corp.,  
Interstate .....August 1981  
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- 158 .....National Football League  
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- 159 .....Textron, Inc., Fafnir  
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- 160 .....Goodyear Tire and  
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- 161 .....Simmons Co.,  
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- 162 .....United Parcel Service,  
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- 163 .....Jewel Tea Co., Inc., Eisner  
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- 164 .....Colorado Building  
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- 165 .....Raytheon Co.,  
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- 166 .....Honeywell Inc.,  
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- 167 .....Caterpillar Tractor Co.,  
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- 168 .....Acme-Cleveland Corp.,  
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- 169 .....Independent Food Stores,  
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- 170 .....Babcock and Wilcox Co.,  
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- 171 .....Elevator Manufacturers  
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- 172 .....Laborers' Negotiating  
Committee of Associated  
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Indiana, Inc., Ind .....March 1982  
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- 173 .....General Dynamics,  
Convair Division,  
Interstate .....April 1981  
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- 174 .....Screen Actors Guild,  
Commercials Agreement,  
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- 175 . . . . Independent Restaurant  
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Calif . . . . . August 1981  
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- 176 . . . . United Aircraft Corp.,  
Pratt and Whitney Aircraft  
Division, East Hartford,  
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Machinists (IAW)
- 177 . . . . Central Telephone Co.  
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- 178 . . . . Rock Products and Ready  
Mix Concrete Employers of  
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Operating Engineers (IUOE)
- 179 . . . . General Telephone Co. of  
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- 180 . . . . Weyerhaeuser Co., Wood  
Products Division, Oreg . . . . May 1983  
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- 181 . . . . Greater Chicago Hotel  
and Motel Association, Ill . . March 1981  
Hotel and Restaurant  
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- 182 . . . . Milwaukee Area Retail  
Meat Industry, Wis . . . . . April 1983  
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- 183 . . . . Teletype Corp.,  
Little Rock, Ark . . . . . August 1983  
Electrical Workers (IBEW)
- 184 . . . . GTE Lenkurt, Inc.,  
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- 185 . . . . Price Pfister Brass  
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Los Angeles, Calif . . . . . April 1982  
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- 186 . . . . National Master Freight  
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Supplement, Pa . . . . . March 1982  
Teamsters (IBT) (Ind.)

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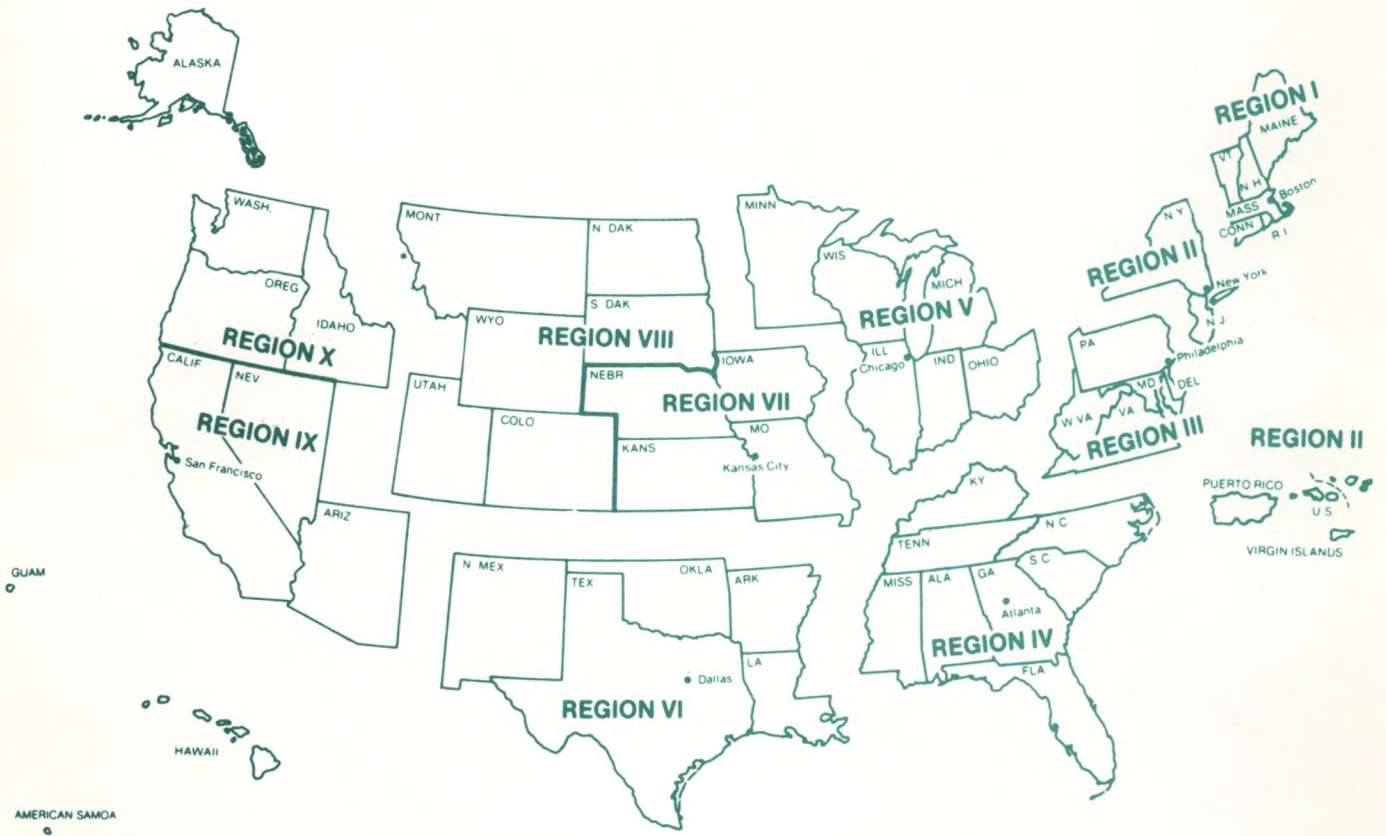
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