THE CONTENT OF CALIFORNIA WHITE-COLLAR UNION CONTRACTS

by

Archie Kleingartner

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To my wife, Dorothy, for all she has
done and to my daughter, Elizabeth
who will someday understand why

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CHAPTER I

PURPOSE AND SETTING OF THE STUDY

From the wealth of data which might be gathered on any particular subject, every social investigation must specify what material will be used and for what purpose it will be used. Any subject can be approached from a variety of different viewpoints, and, depending on the viewpoint taken, certain aspects will be brought into the fore and others only slightly treated or ignored.

The subject of this study is white-collar unionism. The aspect of white-collar unions with which it will be concerned is the collective bargaining contract. In any union-management relationship, the written agreement can be viewed as a formal document which

> consists of a statement of restraints upon managerial prerogatives and limitations on the freedom of employer conduct and, by its terms, substitutes bilateral rules of conduct for unilateral employer action.[1]

In a very real sense, every union-management relationship is unique. Yet, one feature characteristic of

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[1]Herbert Burstein, "The Status of the Collective Bargaining Agreement," Labor Law Journal, II (December, 1951), p. 903.

more or less all union management relationships is the negotiation of a written contract. The focal assumption underlying this study is that when a union is formed it pursues, as one of its major goals, the right to share in the decision-making function with management; this applies to the terms and conditions of employment under which employees carry on productive activities in the company. The written contract is the most tangible manifestation of the extent to which unilateral management action has been replaced by a system of bilateral decision-making.

Accordingly, the purpose of this study is to examine the extent of bilateral decision-making of three samples of white-collar unions over selected terms and conditions of employment as revealed by the contents of the collective bargaining contracts. The terms and conditions being considered are encompassed within five areas of decision-making which correspond to decisional problems apparent in all union-management relationships. The research technique of content analysis has been used to obtain the relevant data from the contracts. The categories for the analysis were derived from, and give expression to, the five areas of decision-making.

The three samples of contracts come from unions

representing Professional, Clerical and Sales workers.[1] The assumption being made, and the justification for the threefold comparison, is that - due to the diversity of educational backgrounds, occupational cultures, and relationship of the members to the employer - a somewhat different set of goals in collective bargaining have evolved. It is believed that this will be reflected in the type of contracts the unions negotiate with the employer.

It is not the purpose of this study to test precise hypotheses regarding the relative frequency of occurrence of contract provisions of different types among the three samples. Within the framework of union decision-making, the basic objective of this study is to describe and compare the substantive content of the contracts in each of the three samples. The content or findings will be interpreted in terms of the effects it has for its audience, i.e., the unions and the managements involved. No attempt will be made to draw inferences from the findings about any characteristics of the unions and the managements who are parties to the contracts. To have effectively undertaken such a project would have necessitated a great deal

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[1]The major occupational groups encompassed within each of these three broad categories have been classified by the U.S. Department of Labor, in "Unionization of White-Collar Workers," Labor-Management Relations in the United States, BLS Bulletin No. 1225, (Washington, D.C.) 1:05, (March, 1958), p. 1.

more in the way of information about the firms, the union members, the union leadership, etc., than would have been possible or wise to attempt, given the limited resources and time at the writer's disposal.

The unions from which the three samples of contracts were taken represent distinct segments of the white-collar work force. The white-collar work force, as a whole, constitutes the fastest growing[1] but least organized segment of the American labor force.[2] The extent of unionization among white-collar workers has lagged far behind that of

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[1]Harold L. Wilensky and Charles N. Lebeaux, Industrial Society and Social Welfare (New York: Russell Sage Foundation, 1958), p. 92. The authors present charts showing the composition of the American labor force for the years 1910 and 1956. The changes in this forty-six year span are tremendous, particularly in terms of the expansion of the white-collar segment. For example, in 1910 white-collar workers comprised 15.1% of the labor force, and in 1956, 30.0%. Within the white-collar segment for 1956, clerical workers comprise the largest group, with 14.2% of the total labor force, while professional and sales workers comprise 9.5% and 6.3% respectively.

[2]BLS Bulletin No. 1225, op. cit., 1:05, pp. 4-5. This study reports that, in 1956, out of a union potential of 15 million workers in private industry, only 2.5 million were union members. The study also reports that, of the 850,000 union potential among professional and technical workers, only 60,000 were organized in 1956. Similarly, 600,000, or 14 per cent, of the union potential among clerical workers and only 500,000 of the 3.5 million sales workers were union members in 1956.

manual workers.[1] A great deal has been written on the special characteristics of white-collar workers, and how this is related to their reluctance to form and/or join unions. As late as 1960 one writer was able to state that "Whatever the formula may be for organizing white-collar workers, unions, for the most part, have not been able to find it."[2] The problems and difficulties in organizing white-collar workers have been extensively and variously studied.[3] The fact remains, however, that white-collar workers have become involved in labor unionism. So far, few studies have been concerned with how white-collar unions behave (in contradistinction to why they have or have not joined) once a collective bargaining relationship has been established. The studies that have been done show little consistency in findings or methodology. Mills,

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[1]C. Wright Mills, White Collar; the American Middle Classes (New York: Oxford University Press, 1951), p. 302.

[2]Sanford Cohen, Labor in the United States (Columbus: Charles E. Merrill Books, Inc., 1960), p. 157.

[3]There is an extensive bibliography on why white-collar workers have been so difficult to organize, both for the white-collar class as a whole, and in terms of organizing specific occupational groups. Mills, op. cit., especially Chapter 14; and Robert K. Burns, "Unionization of the White Collar Worker," in American Management Association, Personnel Series, No. 110, are two of the best studies which are not concerned with a particular occupational group. Of those studies that have dealt with unionization in specific occupational groups, three studies, in the writer's opinion, particularly stand out. They are: David Lockwood, The Blackcoated Worker (London:

for example, has argued that "...wage workers and white collar employees in due course form the same types of unions, that there is nothing peculiar or distinctive about white collar unionism...."[1] In a study of professional engineer unions, conducted some six years after Mills' study, Goldstein reported that seniority, for example, is "...given little weight as the basis for salary increases, promotions, or lay-offs."[2] This finding hardly corroborates Mills' conclusion, since strong seniority

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George Allen & Unwin Ltd., 1958), especially Chapter V, which deals with unionism among British clerical workers; George G. Kirstein, Stores and Unions (New York: Fairchild Publications, Inc., 1950); this is the only study, to the writer's knowledge, dealing exclusively with unionism among retail clerks; and Bernard Goldstein, "Some Aspects of the Nature of Unionism among Salaried Professionals in Industry," American Sociological Review, XX (April, 1955), pp. 199-208. Other studies and discussions less comprehensive, perhaps, than those mentioned thus far, but which have all made significant contributions to our knowledge of white-collar workers and unionism would include: John W. Reigel, Collective Bargaining as Viewed by Unorganized Engineers and Scientists (Ann Arbor: Bureau of Industrial Relations, University of Michigan, Report No. 10); the author reports the findings from interviewing 277 unorganized professional engineers; he does not analyze or interpret the findings, however; Vera Schlakman, "White Collar Unions and Professional Organizations," Science and Society XIV (Summer, 1950); see also, Vera Schlakman, "Unionism and Professional Organization among Engineers," Science and Society, XIV (Fall, 1950), pp. 322-337; and George Strauss, "White Collar Unions Are Different," Harvard Business Review, XXXII (September-October, 1954), pp. 73-82.

[1] Mills, op. cit., p. 318.

[2] Goldstein, op. cit., p. 203.

clauses have been a cardinal objective of wage worker unions, and they have been successful in having seniority govern a wide range of personnel practices, including those mentioned above. Part of the disparity in the findings can no doubt be attributed to the fact that Mills lumped all white-collar workers into one category. It might be offered as an hypothesis that both Mills and Goldstein would have been correct had Mills indicated that he was speaking only of retail clerk unions or others of similar rank. It is being suggested that engineer unions, for example, tend to be like other professional unions, and similarly, all retail clerk or sales unions tend to be much alike. Furthermore, retail clerk unions will be more like wage worker unions than will those unions at the other end of the socio-economic continuum, such as professional engineer unions.

This chapter has indicated the purposes and setting of this study, as well as some of the basic considerations which have prompted its undertaking. In Chapter Two a discussion of various aspects of the collective bargaining contract will be presented. Chapter Three will present the categories and indicators used in analyzing the contracts, together with a discussion of the way in which the samples were selected. The results of the analysis

and interpretation of the data will be presented in the fourth chapter. Chapter Five will summarize the results and discuss some of the theoretical implications of this study.

CHAPTER II

THE COLLECTIVE BARGAINING CONTRACT: ITS NATURE AND AREAS OF DECISION-MAKING

In any work system, decisions have to be made regarding the terms and conditions of employment under which employees carry on productive activities in the company. Put another way, a system of rules must be established and made known.

> ...rules on the recruitment and training of employees, rules on the division of work, time of work, pace and quality of work, on methods and amount of pay, on movement between work positions, rules on permissible expressions of discontent, on ways of dealing with individual insecurity, in short, rules which define people's relations to one another in the work situation, their obligations and rights.[1]

By whom, and by what methods this system of rules is established, constitutes a significant area for social research. For around this question, "collective bargaining," a major American institution, was born. Through the years it has evolved into a position of first importance as an architect of contemporary work organization.

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[1]Harold L. Wilensky, Syllabus of Industrial Relations: A Guide to Reading and Research, (1st ed.; The University of Chicago Press, 1954), p. 151.

In a work system where there is no union and no collective bargaining, the division of functions is rather well defined. Reynolds has argued that

> under non-union conditions the terms of employment are laid down unilaterally by the employer, and the individual worker can either accept them or quit the job.[1]

In this same connection, Cohen states that

> only when there are general manpower shortages or when the worker has a much needed skill can he bargain from a position of strength.[2]

The more general point of this is that the ability of the individual employee to obtain favorable terms of employment is more often than not a function of the employment practices of the employer concerned. For, in the final analysis, in many significant respects and for most types of workers, individual bargaining

> ...means no more than the right to quit, and this right is of little practical use to the worker unless he has alternative job opportunities.[3]

Collective bargaining gives to the employees a collective voice in the determination of the terms and conditions of employment and is carried on, in Harbison's words, through a process "...involving relationships

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[1]Lloyd G. Reynolds, Labor Economics and Labor Relations (New York: Prentice-Hall, Inc., 1949), p. 169.

[2]Cohen, op. cit., p. 203.

[3]Reynolds, loc. cit.

between representatives of the company and representatives of the workers."[1] For collective bargaining purposes, workers are organized into unions, although theoretically this is not necessary.

Union-management bargaining is a multi-sided complex process which serves as an institutionalized means for accomodating the divergent interests and goals of the two parties at the points where they come into contact. Of the many manifestations of collective bargaining the written contract is the most tangible, and is, perhaps, a necessary condition for such a relationship to survive.

The contract itself, while resulting from a relatively informal negotiation process, is a formal document embodying the terms and conditions of employment jointly agreed upon, under which employees agree to perform their designated functions in the organization. The number and kinds of matters contracted over may and do vary widely. There may also be a great deal of variation in the structure, length, and complexity of the contract. Dunlop has classified the written contract into two broad types.[2]

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[1]Frederick H. Harbison, and John R. Coleman, Goals and Strategy in Collective Bargaining (New York: Harper and Brothers, 1951), pp. 5-6.

[2]John T. Dunlop and James J. Healy, Collective Bargaining (Homewood, Ill.: Richard D. Irwin, Inc., 1955), p. 70.

Each symbolizes a different conception of labor-management relations. The first type he called the "procedural"; it confines itself to a few procedural steps for handling problems as they arise. In this type of contract there is usually a broad range of problems which can be taken up as grievances. The second type, Dunlop called the "detailed" agreement. This type attempts to specify the rights and duties of each party in a great variety of problem situations. It attempts to anticipate any problems which may arise, leaving as little as possible to negotiations during the contract period.

Irrespective of the structural characteristics of the contract, its status in the total union-management relationship becomes most apparent when viewed in terms of what it does, rather than what it is. The functions performed by the contract in the total union-management relationship have been summed up by Dubin in the following way:

> It tells the worker what his wages, hours, and working conditions will be. It tells the union the conditions under which workers become and remain members, the way dues are collected, the position of union officials in the plant, and the methods for handling disputes under the contract. It tells management the wages, hours, and working conditions that must be provided, and the actions that the union will take under a variety of conditions. It also tells management the areas

> in which it is independent to take action and the areas in which it has to make referral of an issue to the union before action can be initiated.[1]

The negotiation of a contract signifies the entry of the union into areas of decision-making which were formerly the prerogative of the management. In collective bargaining, the union does not so much narrow decision-making per se, as it seeks to decide issues jointly with management. The inclusion of these issues in the contract reduces the number of subjects over which management exercises unilateral decision-making. There remains, however, much variation in the number and kinds of issues contracted over in different relationships.

It should be noted that the written contract is not the only way in which unions participate in the decision-making function with management. Nor, of course, would a union be absolutely necessary for worker-participation in decision-making. Melman, in a study of a British automobile plant, demonstrated several components of worker decision-making in addition to the written contract.[2] For example, an informal practice developed of consulting with shop stewards on matters such as overtime, work assignments,

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[1]Robert Dubin, Working Union-Management Relations (Englewood Cliffs, N.J.: Prentice-Hall, Inc., 1958), pp. 150-151.

[2]Seymour Melman, Decision-Making and Productivity (Oxford: Basil Blackwell & Mott, Ltd., 1958).

vacations, and other employment conditions. Dalton has demonstrated the systematic collaboration of unions and managements in evading formal contract provisions, apparently with a high degree of success.[1] Still another non-contractural way workers participate in decision-making is illustrated by the following quotation:

> If, for example, the company sounds out the union on its reactions to the introduction of a new conveyor system, the union is, in effect, given a chance to participate in making a managerial decision.[2]

While collective bargaining operates within a framework of law, there is no clear-cut definition of the scope of the bargaining process. Nor do unions and managements, as a rule, agree on what the scope of matters to be determined bilaterally should be, or even whether there is any point in trying to define limits beyond which collective bargaining will not go. Unions tend to view as a right the extension of functions over which they share decision-making with the employer. Employers have

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[1]Melville Dalton, "Unofficial Union-Management Relations," American Sociological Review, XV (October, 1950), pp. 611-618.

[2]National Planning Association, Causes of Industrial Peace, Case Study No. 14 (Washington, D.C.: 1953), p. 86. The committee conducting the studies found that the issue of managerial functions and union job control was approached in this manner in most of the thirteen case studies.

exerted much energy in attempts to define limits beyond which collective bargaining shall not go. Much discussion and debate has been generated over which terms of employment should be determined jointly, and which should be determined by the management alone. George Meany, President of the AFL-CIO, commenting on this problem, has expressed the belief that

> a union exists to protect the livelihood and interests of a worker. Those matters that do not touch a worker directly a union cannot and will not challenge....But where management decisions affect a worker directly, a union will intervene.[1]

The fact is, however, that there are few managerial decisions that do not have a direct impact on the workers. The definition of the boundary between management rights and union rights is frequently found to be the basis for the most serious controversy encountered by the parties. The evidence would seem to indicate that who should perform what functions in a dynamic union-management relationship will continue to be a source of debate and disagreement.

The functions of management which unions try to penetrate in collective bargaining vary widely, as does the wording and specific content incorporated into individual contracts. The matters, however, over which

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[1]George Meany, quoted in BLS Bulletin No. 1225, op. cit., p. 2.

bargaining takes place, that is, those matters unions try to effect, and which may be included in the contract, Cohen has found possible to encompass within five general areas of decision-making.[1] It is these five areas of decision-making which constitute the framework within which the extent of bilateral decision-making of the unions in this study will be considered.[2]

Worker Group

The regulations under this area determine the status of each member of the company. They determine who is part of the management, and who shall be part of the collective bargaining unit, who must be a member of the union and who is exempt. The rules under this area also define which workers shall enter, remain within, and depart from the work force, and by what criteria. The written contract may specify how "none" or "all" of these matters shall be handled and to what extent. In other words, the sum total of the jointly determined rules and regulations in the

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[1]Lawrence B. Cohen, "Workers and Decision Making on Production," Industrial Relations Research Association, Proceedings of Eighth Annual Meeting, (New York: N.Y., 1955), pp. 298-312. Cohen's paradigm for the study of worker decision-making on productivity has been modified and adapted to the purposes of the study. The deviations will be explained more fully in a later section. It should be noted here, however, that the decisional area which Cohen called "Performance," will here be designated "Performance and Managerial Authority."

[2]See also Melman, op. cit., especially Chapters V and and VI, on which much of this discussion is based.

contract that fall within this area constitutes the extent to which the union participates in deciding who shall be a member of the work force of the company with which the union is engaged in collective bargaining.

Work Time

The regulations under the area, Work Time, determine when productive activities shall be carried on - when employees must be at work, and when not, as well as the measures designed to insure that work as specified shall proceed uninterrupted. For example, the contract may establish a normal work day and work week, beyond which the employer must pay premium rates, etc. The rules in this area also designate when workers can legitimately be absent from work, the reasons for, and the length of time they may be absent from work. For example, the determination of vacations, holidays, leaves of absence, etc., would fall within this area of decision-making.

In sum: decision-making over all matters having to do with when work shall be performed, when not, and under what circumstances, as well as all matters designed to insure that productive activities go on as agreed, fall within the area of Work Time. The contract defines the scope of union participation in their determination.

Deployment

Under the area, Deployment, are found the rules and regulations governing the movement of workers on and off of jobs while remaining formally attached to the company. Decisions have to be made regarding how workers shall be promoted, demoted, laid off and recalled. The most common way unions share in decision-making over deployment is through the negotiation of seniority clauses. Although seniority is seldom the sole criterion in deciding worker movements, the extent to which the union shares in their determination can, however, usually be ascertained by examining the extent to which seniority considerations shall govern. In sum: all those decisions regulating employee movements while remaining formally attached to the company, and in which the union may participate, fall within the area of Deployment.

Compensation

The rules and regulations under the area, Compensation, govern all forms of payment that shall flow to the employees for participating in the activities of the company. Decisions as to how much, in what form, and when payments shall be received, all fall within this area of decision-making. Compensation generally takes two forms: compensation for actual performance of assigned tasks, and compensation received by the

employees because they happen to be employed in a particular company - this type is more commonly referred to as fringe and/or employee benefits. Unions have had an important impact on the establishment and diffusion of various types of compensation, as have Federal and State laws. In sum: all those decisions related to the effects that shall flow to the employees fall within the area of Compensation.

Performance and Managerial Authority

The rules and regulations under this area have to do with discipline and control of the work force. They provide for the application, interpretation and enforcement of established personnel policies, as well as the settlement of disputes and discontents arising therefrom.

Legal authority to operate a company, set performance standards, etc., is in the hands of the owner or his legally designated representative. The extent to which the union shares in the management of the work force can generally be ascertained by examining the extent to which decisions concerning control and discipline of the work force can be challenged through the jointly-established grievance procedure. In sum: the scope of bilateral decision-making in this area reveals the extent to which unilateral management control over administration of the work force has been curtailed.

CHAPTER III

CONTENT CATEGORIES AND SAMPLING PROCEDURES

In analyzing the contracts, two closely allied measures of decision-making will be employed: the first is scope, meaning the variety of issues that have been incorporated into the contracts; the second is depth, which indicates the degree of penetration by the union into decision-making on a selected number of important issues. On some issues data will be obtained only on scope; on others, it will be obtained on both scope and depth. The greatest emphasis will be on scope of union decision-making. Thus, whether or not seniority is mentioned with respect to layoffs is an indication of scope; the extent to which seniority (relative to other factors) is the determining factor, is an indication of the depth of union participation in effecting layoffs. Together, these two measures will be viewed as constituting the extent to which the terms and conditions of employment are determined bilaterally.

Content Categories[1]

The five areas of decision-making were operationalized by using nine subject-matter categories covering the five areas. Within each general category a varying number of items were selected to detect specific references in the contracts appropriate to the given category. The five decisional areas and the categories appropriate to each are:[2]

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[1]This section relies heavily on material and ideas obtained from: L. Cohen, loc. cit.; Union Contract Clauses (Chicago: Commerce Clearing House Inc., 1954); Clyde E. Dankert, An Introduction to Labor (Englewood Cliffs, N.J.: Prentice-Hall, Inc., 1954), especially Chapter XV; Ralph I. Thayer and Elizabeth F. Thayer, Collective Bargaining Patterns in Spokane County, Washington (Pullman, Wash.: The State College of Washington, School of Economics and Business, Bureau of Economic and Business Research, 1952); Selwyn H. Torff, Collective Bargaining; Negotiations and Agreements (New York: McGraw-Hill Book Company, Inc., 1953); and U. S. Department of Labor, Bureau of Labor Statistics, Bulletin No. 908 (1947-1950).

[2]The categories being used are adapted from Cohen's paradigm for the analysis of worker decision-making on production, referred to above. What are here being called categories, Cohen had entitled "Productive Activities and Conditions Governed by the Agreement." Under the area, Worker Group, Cohen has three categories; one, "Definition of Producers" will not be used, nor will the catch-all category "Other" under the area Compensation. Also under the area Worker Group, the category Cohen entitled "Entry into Employment" has been changed to category "A" above. On categories "E" and "F", the word "plant" has been replaced with the word 'company'. In all other respects the categories are Cohen's. The change in category "I" has already been noted.

I. Worker Group
   A. Hiring and union membership
   B. Departure from employment

II. Work Time
   C. Work periods
   D. Work-less periods

III. Deployment
   E. Intra-company movement
   F. Movement into and out of the company

IV. Compensation
   G. Payments for performance
   H. Payments for employment

V. Performance and Managerial Authority
   I. Grievance procedure

In the discussion which follows, the specific clauses falling within each category on which data were obtained were selected in roughly the following manner: first, clauses from the source literature which it was felt would discriminate among the three samples of white-collar union contracts; and second, those clauses commonly regarded as reflecting the central objectives of American Labor Unions in collective bargaining. No systematic attempt was made to keep the two types distinct, however. A considerable amount of personal judgment had to be exercised in selecting the significant contract features on which to obtain data. It would have been manifestly impossible, and unfruitful, to attempt to obtain data on all of the many possible clauses and their variations within each category.

The nine categories and questions or items selected to give expression to each category are as follows:

A. Hiring and Union Membership. The items in this category will be concerned with the extent to which continued employment is made conditional upon retention and/or acquisition by the employees of membership in the union. From the point of view of the union, the advantages of negotiating a "strong" union security clause are twofold: 1) The variations in union security clauses generally indicate the measure of control the union has over initial hiring of employees; and 2) a strong union security clause strengthens the union as an institution, thereby improving its bargaining status. Furthermore, the union security clause defines the relation of the individual employee to the union which represents him in collective bargaining. Perhaps the minimal amount of union security is obtained (under present laws) when a union is recognized as the exclusive bargaining agent for members only, without any compulsion on employees to become members of the union or maintain membership, once they have joined. Maximum union security is found in some variant of the closed shop. Within these two roughly defined poles fall the half-dozen or more recognizable forms of union security, each of which may have innumerable variations. The following items will be used

as indicators of the extent to which union membership is a condition of continued employment, and collaterally, the extent of union participation in hiring:

1. Does the contract provide for the union shop? That is, must all employees covered by the contract become and remain members of the union within a specified period of time after employment?

2. Does the contract provide for maintenance of membership? That is, is the employee permitted to join the union voluntarily after employment? Having once joined, is he committed to maintain his membership in the union for the duration of the contract as a condition of continued employment? Also, is an "escape period" provided for?

3. Does the contract provide for union recognition only? That is, is the union given the assurance that the employer will not deal with any rival union or group of employees, but with no stipulation that employees must join the union or retain membership once they have joined?

The following item,

4. Does the contract provide for the check-off? That is, does the employer agree to make deductions from the employees' pay to cover union obligations?

was included, not because it has anything to do with union membership per se, but rather on the assumption that among those contracts providing for union recognition only, the check-off would perhaps act to restrain members from leaving the union.

The following item, also, is applicable primarily to those contracts providing for union recognition only.

It asks:

> 5. Is there a clause in the contract which may be construed to mean that the employer is desirous of insuring maximum union membership?

The degree of union participation in the hiring of new employees was explored with the following, and last, item in this category:

> 6. Does the contract provide for a preferential hiring arrangement? That is, when the company is in need of new employees shall the union have first opportunity to supply such employees?

Familiarity with the contracts made it clear that those clauses dealing with hiring varied greatly, thereby creating a formidable coding problem. Hence, it is well to point out the types of clauses interpreted as constituting a form of preferential hiring. Preferential hiring generally refers to the situation when the employer must hire union members while available, and only after the supply of union members is exhausted is he free to hire non-unionists. The pre-analysis check of the contracts demonstrated that none of the clauses dealing with hiring in any of the three samples measured up to this definition. Since it was felt to be important to obtain data on union participation in hiring, the following procedure was selected. All of the contracts were checked for clauses on hiring, and all dissimilar clauses were listed. From this list two clauses interpreted as constituting the highest and

lowest degree of union participation were selected as the boundaries of acceptable reference. The remaining contract references included in the final tabulations tend to fall somewhere between the two limits. Both clauses are from the sample of Sales union contracts. The highest and lowest respectively, stipulate:

> The Employer shall employ only members of the Union in good standing and through the office of the Union; provided, however, that in the event the said Union cannot meet the request of the Employer for an employee, as herein after set forth, the Employer may hire a person not affiliated with the Union.
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> * * * * *
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> The Union agrees to keep an up-to-date list of unemployed clerks with an accurate record of their experience and the Employer agrees to notify the union of vacancies in positions covered by this Agreement in order that the unemployed clerks on the aforementioned list may be provided with a full opportunity to fill such vacancy.
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> The employer reserves the right to select the particular applicant to be hired, but there shall be no discrimination against any applicant by reason of membership or non-membership in the Union.

B. Departure from Employment. The arbitrary right of the employer to discharge is something most unions are keenly desirous to prevent. The only legal restrictions on employers' right to discharge are Federal and State laws prohibiting discharges for labor activity and/or union membership. The items in this category are designed to explore the extent to which unilateral management control over grounds for discharge has been

curtailed, as well as the procedure by which the union can challenge and obtain redress for unjustified discharges.

The first series of items is concerned with "grounds for discharge".

1. Is there a general statement in the contract to the effect that the employer has the right to discharge any employee for "just cause"? Clauses stating "reasonable" or "good" cause will be interpreted to have the same effect.

2. Does the contract mention specific employee actions or rule violations constituting grounds for discharge? Those violations mentioned in defining "just cause" will be included in the tabulations, as will any other behaviors or actions listed for which the employee may be discharged.

3. Does the contract prohibit discharge for the observance of picket lines? The interest is merely in whether such a clause is present. No data will be obtained on the types of picket lines the employees may observe, etc.

The next series of items is concerned with discharge procedure. The questions are intended to detect the extent to which the union shares in determining whether or not there will actually be a discharge.

4. Does the contract require the employer to give advance notice of discharge? Note the circumstances and the exceptions.

5. Does the contract mention or provide for union-management consultation prior to actual discharge? That is, is there a clause calling for pre-discharge consultation or hearings during the period of notice?

6. Are circumstances specified in the contract when union consent must be obtained before a discharge can be made?

The last two items in this category will be concerned with the appeal of discharges. The requirement that discharges be made only for "just cause," e.g., would be of little effect if the union and/or employee were not permitted to appeal a discharge felt to be unjustified.

7. Does the contract contain a clause specifying that discharges may be appealed and does it provide a procedure through which they may be appealed?

8. Does the contract specify time limits within which appeals must be brought forth? How long?

C. Work Periods. When a union is certified or recognized as the sole collective bargaining agent by a company, one of its acknowledged and most widely accepted responsibilities is to bargain the hours and times when employees must be available for work. Union interest, however, has not been limited to a definition of the work-day and work-week. Through the years many influences on scheduling other than the definition of the work-day and work-week have been introduced. Union and employee interest in work scheduling stems from a variety of factors, which may include the desire for leisure time, health and safety considerations, job security, etc. The items in this category also include those designed to insure that productive activities as scheduled will not be halted unilaterally by either the union or the

management.

The first two items have to do with the definition of the work period, asking:

1. Is the normal work-week defined in the contract? That is, does the contract specify the number of hours per day, and days and hours per week the employee is required to be available for productive work?

2. Does the contract contain a clause pertaining to work which is a departure from normality? That is, are the circumstances and times when overtime and holiday work may be performed stipulated?

The last two deal with subjects designed to prohibit the interruption of regularly scheduled work activities:

3. Does the contract contain a permanent no-strike and no-lockout provision?

4. Does the contract provide that there shall be no strikes or lockouts during the life of the contract?

D. Work-less Periods. When employees may legitimately be absent from work, how long, and for what reasons constitute the range of matters within this category. Work-less periods may be divided into two types: employees may be at work but not working, or employees may be away from the work place entirely. The extent of union decision-making over when workers may legitimately be away from work will be considered with respect to both types. The first series of items will obtain data on

union participation in the determination of holiday and and vacation practices:

1. Does the contract provide for employee holidays? Note also whether the holidays listed are paid, and the number of paid holidays granted the employees each year.

2. Does the contract call for employee attendance before and after holidays? That is, does the contract require that employees work on the day(s) immediately before and after the authorized holiday?

3. Does the contract provide for employee vacations? If so, are they paid or unpaid vacations?

4. Is length of vacation in relation to length of service specified in the contract? If so, obtain this information.

5. Does the contract contain a clause pertaining to the scheduling of vacations? That is, is the time period when vacations shall be taken specified?

The next series of items in this category pertain to leaves of absence. Most companies reserve the right to approve or deny leave-of-absence requests based upon personal reasons over which the employee has control. The length of leaves also varies greatly, depending primarily on the reason for the leave. In the preliminary check of the contracts it became apparent that while a variety of specific types of leave were provided in the contracts, few contracts contained general "leave-of-absence" clauses. Hence, it was decided to obtain data on specific reasons for which leaves may be provided. This first series of items asked whether the contract

provided for leaves for any of the following five reasons:

6. Maternity

7. Personal

8. Union duties

9. Military service

10. Education

The last item in this category has to do with a non-work period which does not necessarily take the employees away from the work premises, and asks:

11. Does the contract provide for employee rest periods? That is, does the contract stipulate that employees shall be provided regularly scheduled rest periods during work on company time?

E. Intra-Company Transfers. The items in this category will be used as indicators of the degree of union participation in decisions on how movements among jobs within the company shall be effected. Two types of intra-company movements will be examined - promotions and demotions.

The single most important way unions share in decision-making over promotions and demotions is by having these movements decided on the basis of seniority considerations. Consequently, the majority of items in this category will be directed towards determining the depth of consideration given to seniority. In general, seniority can be thought of as an employee's length of

service with the company for which he works. Promotions can be thought of as including movement to a better paying job, to a supervisory position, or a transfer to a better position without a pay increase. A demotion will be thought of as occurring when there are too many persons performing a given job and it becomes necessary to demote one or more of them.

The first series of items will obtain data on promotions:

1. Does the contract contain a clause referring to promotion? The specific content of the clause is not important. This item is simply to determine whether any aspect of promotion has become a subject of bilateral decision-making.

2. Does the contract refer to promotions to supervisory or executive positions? More specifically, data will be obtained on whether management is required to give consideration to seniority in filling supervisory vacancies. Contract stipulations providing that such promotions are an exclusive management prerogative will also be included.

3. Is seniority mentioned as a factor in promotions? If so, to what extent is seniority the determining factor? The object here is to obtain data on the extent to which seniority, relative to other factors, determines who will be promoted.

4. Does the contract provide that promotions are an exclusive management prerogative? Under such a stipulation the union would have no impact on who is promoted, except insofar as it may be permitted to challenge management decisions regarding promotions.

The last three items in this category will obtain data on union decision-making with respect to demotions.

The references are the same as for the items on promotion and will not be repeated:

5. Is there a clause in the contract referring to demotions?

6. To what extent is seniority a consideration in effecting demotions?

7. Does the contract state reasons or causes for which demotions can be made? What are they?

F. Movement Into and Out of the Company. The items in this category will be concerned with union participation in deciding matters relating to how layoffs shall be effected and how employees shall be recalled or re-employed. As in the preceding category, the principal way by which unions share in decision-making on these matters is by having seniority considerations govern.

The first series of items will obtain data on various matters related to layoff procedures:

1. Is seniority mentioned as a factor in the selection of employees for layoff? Also, to what extent, relative to other factors, is seniority the determining consideration?

2. Does the contract contain a clause pertaining to bumping rights? That is, does the contract permit employees scheduled for layoff to displace less senior employees on other jobs? No data will be obtained on the area within which bumping rights may be exercised, however.

3. Does the contract provide for exemptions from seniority rules in layoffs? For example, does the contract stipulate that non-union employees are to be laid off first? Does it provide that non-union employees be laid off first, other factors being equal? Or, does the contract

provide for superseniority? That is, do union representatives get top seniority for layoff purposes?

4. Does the contract require the employer to give advance notice of layoff? If so, does it call for pay in lieu of advance notice? No data will be obtained on length of notice, or exceptions from the notice requirements.

The last item will obtain data on recall procedures:

5. Does the contract stipulate the procedure or criteria by which employees shall be recalled after layoff? Specifically, does it provide that employees shall be recalled in reverse order to layoff? That is, are the employees last laid off, the first to be recalled?

G. Payments for Performance. Union decision-making over the effects that shall flow to the employees for the performance of productive work are the concern of this category. This includes such matters as wage levels and methods of wage payment.

As indicators of the extent of union participation in decision-making on income and job security arrangements, the following pair of items will be used:

1. Does the contract provide for a guaranteed wage plan? That is, does the contract guarantee the employees a weekly or monthly income regardless of fluctuations in employment?

2. Does the contract provide for a guaranteed employment plan? That is, does the contract specify the number of hours or weeks of work to be provided the employee, without necessarily specifying the amount of earnings to be received?

The next series of items are included to obtain data on methods of income determination:

3. Does the contract provide for automatic wage increases from the minimum to the maximum on the basis of length of service? That is, if the employee has the requisite ability is length of service the criterion by which pay increases are made? A job change may, of course, also be involved.

4. Does the contract provide for a merit pay increase plan? That is, are minimum and maximum pay rates set, but that how an employee progresses within the rate range is based on his individual ability and increasing job proficiency, etc.

5. Is there a clause in the contract stating that the employees are permitted to negotiate individually with the employer for wage increases? That is, those wage increases over and above those granted him by either or both items three and four above.

The last two items in this category will obtain data on minimum "call-pay" guarantees, asking:

6. Does the contract provide for "reporting pay" guarantees? That is, does the contract provide a guaranteed minimum payment to employees who report for work as scheduled, but find no work available, or are not given a full shift's work?

7. Does the contract provide for a "call-back" pay guarantee? That is, are employees guaranteed a minimum payment when called back to work after completing their day's assignment, or on a predesignated day off, and how are these payments determined?

H. Payments for Employment. The subjects encompassed within this category cover a large number of non-wage payments. Included are the many forms of employee benefits,

and all other payments, monetary and otherwise, which employees are entitled to by the fact that they are employees of the company. Frequently, employers object to the inclusion of such payments, arguing that employer-sponsored plans operated successfully before collective bargaining, and that there is no need for them to be incorporated into the contract.

The first series of items will be used to explore union decision-making over what are here being called "employee benefit" plans:

1. Does the contract establish or make provision for a union-management negotiated health and welfare plan? Also obtain data on the general type of plan provided, as well as the specific employee benefits provided.

2. Does the contract provide for an employee pension or retirement plan? That is, does the contract provide for normal retirement benefits for regular long-service employees?

3. Does the contract provide for paid-sick-leave? That is, do the employees receive a stipulated proportion of their regular wage for a defined period of time when unable to work due to sickness?

The last series of items in this category will obtain data on non-wage payments other than employee benefits:

4. Does the contract provide for severance compensation? That is, is provision made in the contract for the payment of a specified sum of money by the employer to employees who are laid off or dismissed? Note the circumstances when severance pay is forfeited.

5. Does the contract provide for bonus payments to employees? Obtain data on whether bonus payments are designated as management prerogatives.

6. Is jury duty pay provided for in the contract? That is, are employees paid for time lost from work while serving on a jury? How much pay do they receive?

I. Grievance Procedure. The grievance procedure is an agreed-upon arrangement for handling and disposing of problems arising in the day-to-day relationships between management and the employees. It provides a procedure by which minor discontents and irritations can be adjusted before they develop into major problems, thereby assuring continuity of work activities and orderly operations in the workplace.

Several basic aspects characterize all grievance procedures. Each has a somewhat different impact on management, and agreement must be reached on these aspects between the union and the management. Four such aspects will be considered in this category. The first deals with scope of the grievance procedure and/or definition of the term "grievance". The following two items will be used as indicators of content appropriate to this aspect:

1. Does the contract define what may be taken up as a grievance? If so, does the contract open the grievance machinery to any dispute between the management and the employee, or is it limited to disputes arising over application and interpretation of the contract? Or does the contract enumerate specific subjects and

limit the grievance machinery to the settlement of these matters, *etc.*?

Examination of the contracts revealed that a significant group of employees were regularly exempt from coverage by the grievance process; thus, the following item was included:

2. Are probationary employees subject to discipline and discharge without recourse to the grievance process?

The second series of items deal with representation of grievances. That is, at any specific time or point in the grievance process, how is the dispute handled, and who is involved? The items are:

3. Is provision made in the contract for the manner in which grievances may or shall be initiated? *e.g.*, Is the employee required to make a direct complaint to a management representative in the first step; or, is he required to refer the complaint to a union representative who then represents him in dealing with management? Or does the contract make the manner in which a grievance is initiated an option of the employee involved?

4. Does the contract outline the procedural steps to be followed in adjusting grievances? How many are there and who is involved at each one? The first step in the grievance procedure will be defined as the point at which the employee or union first presents the complaint to the management and an attempt is made to reach a solution to the dispute. The last step will be defined as the one ending in arbitration.

5. Does the contract specify the time limits within which complaints must be presented

to management? That is, is consideration of a complaint conditioned upon it being made within a specified period of time?

The third series of items will be used to obtain data on the appeals procedure to be followed in case the complaint is not satisfactorily adjusted at the first step.

6. Does the contract require that grievances be presented in writing? If so, at what step?

7. Does the contract stipulate time limits for the consideration of grievances at each step? That is, as grievances are appealed to successively higher steps, is management required to make an adjustment or give an answer within a specified period?

The last two items in this category will be used to obtain data on the arbitration procedure outlined in the contract:

8. Does the contract provide for an arbitration procedure? That is, does the contract provide for an impartial agent to whom unsettled disputes are referred for final disposition?

The final item represents an attempt to obtain data on the scope of arbitration. It may be assumed that most contracts will restrict the scope of arbitration to disputes over interpretation and application of the terms of the contract. There is much variation in the content of contracts however. For example, one contract will cover more matters than another, hence, the scope of arbitration will vary. It was decided, therefore, to include the

following item to obtain data on matters expressly defined as not being arbitrable:

> 9. Are there any contract matters prohibited from being carried to arbitration and what are they? This may include those matters which can be carried through the grievance procedure, up to, but not including the arbitration step, etc.

Sampling Procedures

The three samples of this study consist of sixty-five collective bargaining contracts, from seven different white-collar unions. All but two of the seven unions are affiliated with the AFL-CIO.[1] All of the contracts used in the analysis are expired copies on file (1957-60) and were obtained from the Division of Labor Statistics and Research of the State Department of Industrial Relations in the State of California (hereafter referred to as the Division).

The Division maintains a file of virtually all collective bargaining contracts negotiated in the State of California. While it has no way of ascertaining whether every single contract has been obtained, the Division, in the words of its Chief, has:

> Over the years...built up a comprehensive file of current California agreements covering all areas in the state and all industries. We have

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[1] One, the Engineers and Architects Association is a National unaffiliated union; the other, Engineers and Scientists of America, is a professional Southern California-based union.

> developed techniques for replacing agreements when re-negotiated and for acquiring new contracts when collective bargaining relationships are established for the first time.[1]

The procedures used in selecting the three samples will be discussed in detail later. The universes upon which they are based can be defined as the total number of expired local union contracts on file with the Division for each of the seven unions, as of March, 1961.

The major considerations guiding the selection of the unions or universes from which contracts were obtained can be summarized as follows. Once the decision was made to compare contracts from unions covering professional, clerical, and sales workers (the three major segments of the white-collar work force), the problem became one of selecting unions covering these three occupational classes. Few problems were presented in selecting the unions covering organized clerical and sales workers. The vast majority of organized clerical workers are covered by one union, the "Office Employees". Similarly, the majority of organized sales workers are covered by the "Retail Clerks" union. A number of compromises had

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[1]Maurice I. Gershenson, "Statistical Problems in the Analysis of Collective Bargaining Agreements," in Statistics of Labor-Management Relations (Proceedings of a Conference Held at Asilomar, Pacific Grove, California, May 12-13, 1955), p. 26.

to be made in the selection of unions covering professional workers, however. These will be discussed below.

The seven unions constituting the universes of this study, and the major occupational class covered by each, have been defined as white-collar. There was no precise way of determining whether any of the unions covered occupational types other than the designated ones. That this may have been the case was not considered a serious handicap. The objective of this study is to compare the content from contracts covering organized professional, clerical and sales workers; and the unions selected are the major unions covering these groups of workers.

The three occupational classes and the universes from which each sample was drawn are:

1) Professional

   a. Air Line Pilots Association
   b. Engineers, American Federation of Technical
   c. Engineers and Scientists of America; Southern California Professional Engineering Association
   d. Engineers and Architects Association
   e. Newspaper Guild, American

2) Clerical

   a. Office Employees, International Union

3) Sales

   a. Retail Clerks, International Association

The remainder of this section on sampling will be devoted to describing the procedures by which the contracts

in each of the three samples were selected.

The Professional Union Sample. There is no single union encompassing the majority of organized professional workers. Consequently, in planning the study it was hoped that it would be possible to obtain the sample of professional union contracts from professional engineer unions alone. This was based on the judgment that engineers constitute the group of organized professional employees whose work environment in many respects parallels that of clerical and sales workers. As it turned out, this proved impossible. Despite the fact that three different engineer unions are represented, the combined number of contracts on file with the Division totaled only seven. This number was entirely too small to carry on the type of analysis proposed in this study.

Thus, it became necessary to obtain contracts from other professional worker unions. The choices were limited by the fact that there were only a relatively small number of professional unions from which to choose. For various reasons, most of these proved unsuitable at some stage of the investigation. For example, a sample of nine contracts was obtained from one of the largest Professional unions - the Musicians. Out of these nine contracts, however, (as might have been expected) eight consisted simply of price listings. This made them

highly unsuitable for inclusion in the final sample.

After a careful preliminary inspection of contracts from various professional unions it was decided to obtain contracts from the Airline Pilots Association and Newspaper Guild to supplement those obtainable from the three Engineer unions. In selecting contracts to be included in the professional union sample an attempt was made to obtain an approximately equal number from each of the professional groups congruent with the optimum number of about twenty five contracts for the entire sample.

The Division had on file a total of fourteen expired contracts from the Air Line Pilots Association, covering a total of 3,925 employees. Since it was of interest to obtain those contracts representing the largest number of employees, and since fourteen contracts was a larger number than desired, all those contracts covering fewer than seventy-five workers were eliminated. There were three such contracts. The remaining eleven contracts were selected for inclusion in the sample. The Division, however, was able to supply only eight contracts. These eight covered 2,866 employees, or 73.0% of the total.

The Division had only two contracts on file for the American Federation of Technical Engineers. While it was decided to obtain both contracts, the Division was able to make only one available, which covered

twenty-six, or 32.5% of the employees in this particular universe.

Three contracts, covering 4,932 employees were on file for the Engineers and Scientists of America. The Division was able to furnish all three; thus, the complete universe was obtained. Similarly, two contracts covering 4,236 employees were listed for the Engineers and Architects Association, both of which were obtained and included in the final sample.

The sample of contracts from the Newspaper Guild was selected in the same way, for the same reasons, and with about the same outcome as in the case of the Airline Pilots. There were twenty-four contracts on file covering 3,935 workers. All those covering fewer than seventy-five workers were eliminated. This left nine contracts, of which the Division was able to furnish only six. These six contracts covered 2,454 workers or 62.4% of the total number in the universe.

In summary, the contracts obtained from each of the five unions or universes were combined to constitute the sample of Professional union contracts used in this study. Each major occupational group contributed an approximately equal number of contracts to the final sample - eight from the Air Line Pilots, six from the three Engineer unions, and six from the Newspaper Guild. A notable

feature of this sample, and a highly desirable one in the author's opinion, is that the sample is large in proportion to the universes which it represents, particularly in terms of the percentage of workers covered.

The total number of contracts on file for the five universes or unions was fifty-four; of these, twenty are included in the final sample. More significantly perhaps, these twenty contracts covered 14,514 employees, or 84.8% of the total number of workers included in the five universes. While the desired number of twenty-five contracts was not obtained, the loss of contracts does not seem unduly great when measured in terms of percentage of employees covered by the contracts in the sample. It should also be kept in mind that the Division has on file substantially all contracts from all unions in California.

The Clerical Union Sample. The term "clerical" connotes a wide range of office jobs. The bulk of organized clerical workers of all types are members of one union. This union, the Office Employees International, was used as the universe from which the sample of clerical contracts was selected.

A unique feature characterizing this union is the relatively large number of contracts covering a very small number of workers. Of the fifty-four contracts on file with the Division, well over half covered fewer than

fifty workers. The total number of workers covered by the fifty-four contracts was 5,369. The average was less than one hundred workers per contract.

Due to the large proportion of contracts that covered only a small number of workers, it was decided to eliminate all those covering fewer than sixty employees. This left twenty contracts for the proposed sample which represented 87.9% of the total number of workers covered by all fifty-four contracts.

Unfortunately, the Division was able to furnish only thirteen of the proposed sample of twenty contracts; a considerably smaller number than would have been desirable, both in terms of the number of contracts, and in terms of the proportion of workers covered. However, since only thirteen contracts were obtainable, they were taken to constitute the sample of clerical union contracts. These thirteen contracts covered 2,300 employees, or 42.9% of the total number of workers covered by the fifty-four contracts in the universe.

The Sales Union Sample. The bulk of organized sales workers is covered by one union - the Retail Clerks International Association. And it was from this universe that the sample of Sales contracts was obtained. There were 147 contracts covering 71,706 workers from this union on file with the Division.

Two broad, somewhat different occupational groups were represented in this universe. It was considered important to take this fact into account in selecting the sample. The first group consisted of the sales workers in the food and liquor industries. The second group consisted of those workers employed in sales industries other than food and liquor. The bulk of the latter group, at least in this universe, was employed in drug and department stores.

Due to the large number of contracts in this universe, it was decided to obtain substantially more contracts than in the previous two samples. The following procedure was used in selecting the contracts: the universe was first divided on the basis of food versus non-food industries. There was an approximately equal number of contracts representing each industry. In each group those contracts covering fewer than seventy-five workers were eliminated. This still left a large number of contracts, however. So from the remaining contracts in each group, twenty were selected using a table of random numbers. Thus, the proposed sample consisted of forty contracts, twenty from each group. The Division, however, was able to supply only seventeen of the contracts from the retail food and liquor group, and fifteen from the non-food group. Thus, the final sample of sales

contracts consisted of thirty two contracts, covering 24,118 workers, or 33.6% of the total number of workers covered by the 147 contracts in the universe from which the sample was drawn.

CHAPTER IV

PRESENTATION AND ANALYSIS OF THE DATA

Before proceeding to the presentation and analysis of the data, a few comments on procedure are in order. First, due to the essentially non-public nature of collective bargaining contracts, the relatively large number of brief quotations from the contracts which were included have not been footnoted exactly. Rather, it was decided to indicate the sample from which the quotation was taken without footnoting the precise contract.

Second, since the complete listing of indicators within each category and the manner in which they were defined in this analysis was given in the preceding chapter, they will not be repeated. Only the key words and identification number will be given here. For most items this will create no confusion, since their meaning is usually self-evident.

Third, two major aspects characterizing the presentation and analysis of the data should be noted:
1) To compare and describe the contract contents in terms of

the proportion of unions in each sample whose contracts containedthe specific items. In other words, an attempt will be made to give an accurate description of the scope or variety of subjects over which the unions in each sample share in managerial decision-making. 2) The analysis of the terms and conditions of employment is limited to the five areas of decision-making discussed in Chapter II. The findings will be discussed separately for each area in terms of their more general impact on the authority of management to make unilateral decisions. No attempt will be made to make an account of every single item on which data were obtained.

A. Hiring and Union Membership

Union Membership as a Condition of Employment. The general topic of the extent to which union membership is a condition of continued employment was explored with Questions A1 through A3, respectively. The results for Question A1 are presented below:

TABLE I

PER CENT DISTRIBUTION OF CONTRACTS WITH CLAUSES CONCERNING UNION MEMBERSHIP BY OCCUPATIONAL STATUS AND TYPE OF CLAUSE

Occupational Class Covered	Type of Contract Clause: "Union Shop" Present No.	%	Absent No.	%	Total No.	%
Professional	5	25.0	15	75.0	20	100.0
Clerical	13	100.0	0	0.0	13	100.0
Sales	32	100.0	0	0.0	32	100.0

Analysis of Table I clearly indicates that compulsory union membership is much more prevalent in the samples of Clerical and Sales contracts than in the sample of Professional union contracts. In the first two samples, 100.0% of the contracts provided for the union shop, as contrasted with 25.0% of the contracts in the Professional sample. In accordance with the Taft-Hartley Act the vast majority of contracts with union shop clauses gave the employee 30 days from the date of employment (or signing of the contract) to become a member of the union. Only three contracts provided for longer periods - two for 60 days and one for 90 days; both of these were from the Professional sample. One of these latter contracts

contained a "grandfather clause," which states in part:

> Any employee who has not held membership in good standing with the [Union] at any time on or after March 6, 1947 and who was in the employ of the Company previous to such date shall not be required, as a condition of continued employment to become a member of the [Union]...however, any such employee who, subsequent to the effective date of this Article and during the term of this Agreement, joins... must thereafter maintain his membership in the [Union].

Two other contracts from the Professional sample stipulated that no fewer than nine out of ten employees covered by the contract must become members of the union. Of the remaining contracts providing for the union shop, the clauses tended to follow a single pattern; namely, employees must become members of the union within 30 days from the date of employment or from the effective date of the contract, whichever date comes first, and remain members in good standing for the duration of the contract as a condition of continued employment.

Question A2 obtained data on "maintenance of membership." This form of union security proved to be the least popular. Only one contract (from the Professional sample) contained such a clause, and it provided:

> All employees who are members of the [Union] in good standing in accordance with the Constitution and by-laws of the [Union] and all employees who thereafter become members, shall as a condition of employment, remain members of the [Union] in good standing for the duration of this contract.

This same contract made no reference to an "escape period."

Question A3 obtained data on contracts providing for

"union recognition" (i.e., no compulsory union membership) as the only form of union security in the contracts. The results are presented in the following table:

TABLE II

PER CENT DISTRIBUTION OF CONTRACTS WITH CLAUSES CONCERNING UNION MEMBERSHIP BY OCCUPATIONAL STATUS AND TYPE OF CLAUSE

Occupational Class Covered	Type of Contract Clause: "Union Recognition Only" — Present No.	Present %	Absent No.	Absent %	Total No.	Total %
Professional	14	70.0	6	30.0	20	100.0
Clerical	0	0.0	13	100.0	13	100.0
Sales	0	0.0	32	100.0	32	100.0

As Table II indicates, almost three-fourths of the contracts in the Professional sample provided for exclusive bargaining rights as the only form of union security. No contracts in the other two samples contained such a limited form of security. One Professional sample contract, for example, very simply stated:

> It is understood and agreed that neither membership nor continuance of membership in the Association is a condition of employment.

The limited protection of union recognition will become

even more clear when the relationship between union membership and impact on hiring is considered.

Question A4 obtained data on the presence or absence of the check-off. In none of the three samples did as many as one-half of the contracts mention the check-off. And only in the Professional sample was the proportion substantial (45.0%). No contracts in the Sales sample provided for the check-off, and only two, or 15.4% of the contracts in the Clerical sample contained a check-off provision. It might be conjectured that with 100.0% of the contracts in the Clerical and Sales samples providing for the union shop, there would be less pressure or need to obtain the check-off. In this connection, it is interesting to note that of the nine Professional sample contracts calling for the check-off, six of them have exclusive bargaining rights as the only form of union security.

A similar situation prevailed with respect to Question A5, which asked whether there were any references in the contract stating or implying employer encouragement of union membership. Where the union shop prevails, such a provision would be inconsequential since membership in the union is compulsory. It would only have real significance where a weaker form of union security is prescribed; in this study, this means those contracts

in the Professional sample. However, only one contract from all three samples contained a clause which might be construed to indicate employer encouragement of union membership. This contract, from the Professional sample, stated:

> The Company, in the regular induction program for all new employees, will make the following statement: 'The...Association represents the employees in the [occupational classification] listed in... back of the Agreement which you have received. It is your own decision as to whether or not you join this Association as it is not a condition of your employment...that you do so.'

Preferential Hiring. Question A6 asked whether the contract provided for some form of preferential hiring. The results are given in the following table:

TABLE III

PER CENT DISTRIBUTION OF CONTRACTS WITH CLAUSES CONCERNING PREFERENTIAL HIRING BY OCCUPATIONAL STATUS AND TYPE OF CLAUSE

	Type of Contract Clause					
	"Preferential Hiring"					
Occupational Class Covered	Present		Absent		Total	
	No.	%	No.	%	No.	%
Professional	1	5.0	19	95.0	20	100.0
Clerical	7	53.9	6	46.1	13	100.0
Sales	19	59.4	13	40.6	32	100.0

Table III indicates that over one-half of the contracts in the Clerical and Sales samples provided some degree of preference for union members in hiring, while only one contract in the Professional sample contained such a reference. It might also be noted that every contract with a clause on hiring provided for the union shop. Not all of the contracts which provided for the union shop contained clauses on hiring, however. Hiring arrangements in collective bargaining contracts are generally designed to protect or favor union members. Thus, one might expect compulsory union membership and preferential hiring to go together, although they do not need to.

B. Departure From Employment

Clauses pertaining to discharge of employees were present in 96.9% of the contracts analyzed in this study. Thus, the first and most obvious conclusion which can be drawn is that all of the contracts gave the union at least some voice in the determination of matters relating to discharge.

Grounds for Discharge. Questions B1 through B3 obtained data on the extent to which the contracts specify the reasons for which discharges may and may not be made. Question B1 asked whether the contract gives to the employer the right to discharge any employee for "just" cause. The results are given in the following table:

TABLE IV

PER CENT DISTRIBUTION OF CONTRACTS WITH CLAUSES CONCERNING GROUNDS FOR DISCHARGE BY OCCUPATIONAL STATUS AND TYPE OF CLAUSE

Occupational Class Covered	Type of Contract Clause: "Discharge for Just Cause" — Present No.	Present %	Absent No.	Absent %	Total No.	Total %
Professional	12	60.0	8	40.0	20	100.0
Clerical	10	76.9	3	23.1	13	100.0
Sales	26	81.3	6	18.7	32	100.0

The table shows that 60.0% or more of the contracts in each sample contained contract references to discharge for "just cause." Several contracts in each sample stated either "reasonable" or "good" cause as constituting grounds for discharge. The Sales sample contained the highest proportion of contracts with "just cause" clauses (81.3%). Close behind was the Clerical sample (76.9%), followed by the Professional sample (60.0%). Many of the contracts with "just cause" clauses went on to list one or more specific grounds for discharge. The following clause from the Sales sample would be representative of this type:

> The Employer shall have the right to discharge any employee for just cause. Just cause shall mean insubordination, dishonesty, improper conduct or incompetency.

Question B2 asked whether the contract mentioned specific employee actions or rule violations constituting grounds for discharge. The results are presented below:

TABLE V

PER CENT DISTRIBUTION OF CONTRACTS WITH CLAUSES CONCERNING GROUNDS FOR DISCHARGE BY OCCUPATIONAL STATUS AND TYPE OF CLAUSE

Occupational Class Covered	Type of Contract Clause: "Discharge for Certain Actions or for Violation of Specific Rules" — Present No.	Present %	Absent No.	Absent %	Total No.	Total %
Professional	2	10.0	18	90.0	20	100.0
Clerical	3	23.1	10	76.9	13	100.0
Sales	23	71.9	9	28.1	32	100.0

A considerably smaller proportion of contracts contained clauses stipulating specific employee actions or rule violations calling for discharge than was true of "just cause" clauses. The order of frequency remains the same, however. That is, the Sales sample had the highest percentage (71.9%), followed by the Clerical and Professional

samples with 23.1% and 10.0% respectively.

The range of employee actions constituting grounds for discharge varied widely among the contracts. One contract, for example, listed twenty four actions or behaviors for which the employee may be discharged. They ranged from "addiction to narcotics" to "engaging in an act involving moral turpitude" to "membership in the Communist Party". More typical of contracts with such clauses, is the following list from a Clerical sample contract:

> ...insubordination, unbecoming conduct, failure to perform work as required, incompetency, neglect of duty, or failure to observe the Employers Company policy and procedure or house or safety rules.

The next item (Question B3) also dealt with grounds for discharge, but covered a different area than the preceding two items. It obtained data on a particular type of behavior associated with the employee's role as a union member or supporter and asked whether the contract expressly prohibited discharge for refusal to cross a picket line. Over one-half of the contracts in the Sales sample (65.6%), contained clauses prohibiting discharge for observing picket lines. The Clerical and Professional samples lagged far behind with 38.5% and 5.0% of the contracts respectively, containing such a provision. The one contract from the Professional sample containing such a clause stipulated that:

> In case any organization, other than the Association which is a party hereto, shall place a picket line before Company premises, Association members may, to prevent violence or personal injury, refuse to cross picket lines of the striking organizations. Such refusal to cross picket lines shall not be deemed to be a violation of this contract....

A contract from the Sales sample, treated the issue somewhat differently, stating:

> During the terms of this agreement employees covered hereby will not be required to cross the picket lines of sister trade unions engaged in bona fide labor disputes directly invovling any employees of the employer, providing such disputes are sanctioned under the laws of the AFL-CIO.

It should be noted that no data were obtained to distinguish the types of picket lines which may be observed, or the circumstances under which they may be observed without fear of reprisal.

Discharge Procedure. Questions B4 through B6 obtained data on the extent to which discharge procedure has become a matter for joint determination.

Question B4 asked whether the employer is required to give advance notice of discharge. Over one-half of the contracts in each sample contained such a contract reference. The distribution of contracts with such a provision is presented in the following table:

TABLE VI

PER CENT DISTRIBUTION OF CONTRACTS WITH CLAUSES CONCERNING DISCHARGE PROCEDURE BY OCCUPATIONAL STATUS AND TYPE OF CLAUSE

Occupational Class Covered	Type of Contract Clause: "Advance Notice of Discharge" — Present No.	Present %	Absent No.	Absent %	Total No.	Total %
Professional	15	75.0	5	25.0	20	100.0
Clerical	7	53.8	6	46.2	13	100.0
Sales	21	65.6	11	34.4	32	100.0

The Professional sample was high on this item with 75.0% of the contracts calling for advance notice of discharge; it was followed by the Sales sample, (65.6%), and the Clerical sample (53.8%). It should be pointed out that in almost all contracts with advance notice clauses, exceptions were made in the cases of probationary employees and certain "just cause" discharges where summary dismissal was deemed necessary. The following clause from the Sales sample is illustrative of this type:

> Regular employees, either full or part time, shall be given three days' notice of dismissal or discharge, or the equivalent pay, except when such dismissal or discharge has been for cause such as insubordination or disorderly or improper conduct.

Question B5 asked whether the contract spelled out a procedure for consultation or hearings during the discharge notice period. With the exception of the Professional sample, almost no contracts provided for such a procedure. Four or 20.0% of the contracts in the Professional sample alluded to such a procedure. Only one contract (3.1%) in the Sales sample provided for consultation prior to discharge. No contracts in the Clerical sample contained such a provision. The impact of such a provision can be illustrated with the following clause from the Professional sample:

> Prior to a [occupational title] being discharged, he shall be notified in writing as to any such action,...and may make written request...within ten days after receiving such notification for an investigation and hearing and such contemplated... discharge action shall not be taken until such investigation and hearing has been had if requested.

Another contract from the Professional sample provided that a copy of the discharge notice be sent to the union two weeks prior to the actual discharge date "...so that the Grievance Committee may consult with the employer on the case...."

In no contracts from any of the three samples was a reference found indicating circumstances where union consent was required before a discharge could be made (Question B6). This discovery was not particularly surprising. Employers can generally be assumed to be

opposed to the inclusion of any contract provision implying or stating that the right to discharge is no longer an exclusive employer prerogative.

Discharge Appeal. The last two items in this category obtained data on union decision-making with respect to appeal of discharges felt unjustified. Question B7 asked whether the contract specifically provided for the appeal of discharges. Only in the Clerical sample did fewer than three-fourths of the contracts contain such a provision. The Professional sample had the highest percentages (90.0%), followed by the Sales and Clerical samples with 78.1% and 61.5% respectively. The procedure by which discharges are appealed will be considered in the category on Managerial Authority.

Question B8 asked whether the contract specified time limits within which appeals must be brought forth. As in the preceding item the majority of contracts in each sample contained such a provision, although the percentages are somewhat smaller. The order remains the same, however. That is, the Professional sample had the highest percentage (75.0), followed by the Sales sample (65.6%), and the Clerical sample again was low, with only 53.8% of the contracts "guaranteeing" (or limiting) the employees a certain number of days within which to appeal discharges.

Union Impact on Worker Group

The data presented for categories A and B indicated the extent to which the three samples of contracts have limited unilateral management decision-making with respect to those rules and regulations falling within the area, Worker Group. The major components of this area are entry into and departure from the work force. The next few pages will be devoted to a discussion of the practices found in the three samples on these matters.

Category A dealt with union decision-making over who shall be permitted to enter the work force. The right of unions to participate with management in making decisions on hiring practices has long been a point of conflict. The importance of control over supply of the work force is obvious. To management, few decisions are more important than that involving the right to select it's own employees.

Bilateral decision-making, with respect to hiring, is intimately related to the type of union security arrangement the union has been able to obtain. The simplest and most effective way for the union to obtain maximum control over hiring is by negotiating a now

generally illegal "closed shop." No contracts in any of the three samples contained such a provision. The less restrictive, but more common limitation on the employer's freedom to hire is the union shop, which means that the employer can hire only persons willing to join the union. Even this limited form of control over hiring is absent in three-fourths of the contracts examined from unions covering professional employees. In these contracts there were no limitations placed on the ability of the employer to hire whomever he pleased. The unions were also deprived of even those obvious benefits which accompany a guaranteed membership. The potential danger to the union of such a situation has been succinctly stated by Slichter:

> Unless a union is able in some measure to limit the employer's control over either hiring or layoffs, it is not likely to survive against a hostile employer because he, by discriminating in favor of non-unionists, will make membership in the organization unattractive to the men.[1]

This quotation is particularly appropriate since a later section will point to the limited impact of Professional unions on layoffs.

In the Clerical and Sales samples, all of the

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[1]Sumner H. Slichter, Union Policies and Industrial Management (Washington, D.C.: The Brookings Institution, 1941), p. 53.

contracts made union membership compulsory, giving to the unions at least that amount of control over hiring, plus the security of a guaranteed membership. Twenty per cent of the contracts in the Professional sample contained a similar requirement.

Approximately one-half of the contracts in the Clerical and Sales samples and one contract in the Professional sample went beyond the union shop and required the employer to give varying degrees of preferential consideration in hiring to union members. The impact of the hiring provisions in these contracts was generally not great, however. That is, while these unions have obtained more control over hiring than they obtained from the union shop alone, in a few instances only was the employer asked to discriminate in favor of union members. In general, the most the unions obtained was a pledge from the employer that he would give fair consideration in filling vacancies to lists of applicants furnished him by the union. Many of these contracts also reaffirmed the legal requirement that the employer would not discriminate against union members in hiring.

The more general conclusion regarding the extent of bilateral decision-making with respect to hiring, which appears supported by the data, is this: the Sales and Clerical unions have an approximately equal impact on

hiring, and both have a great deal more impact than the sample of Professional unions. It should also be noted, however, that few contracts in any of the three samples significantly narrowed the employer's right to hire whomever he pleased, when one uses as a norm the restrictions placed on the employer by the closed shop or strict preferential hiring.

Not only may unions enter into decision-making with respect to who may be employed, but also with the conditions under which employment may be terminated. This latter component constitutes the second category of decision-making under the area, Worker Group.

The arbitrary right of the employer to discharge is limited by law only with respect to discharge for union membership or for participation in union activities. This restriction can easily be circumvented by an employer.[1]

The exclusive and unchallenged right of management to discharge, and the absence of avenues open to employees for appeal and redress of unjust discharges would permit the negative punishment concept to flourish. The contracts in this study have greatly limited the arbitrary right

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[1]See, for example, the discussion on discriminatory discharges in the 1961 Guidebook to Labor Relations (Chicago: Commerce Clearing House, Inc., 1960), especially Chapter Eight.

of the employer to discharge, or, at any rate, have made it costly for him to do so.

The majority of contracts contained clauses requiring that discharges be made for "just cause." Such clauses have a tremendous impact on the operation of disciplinary programs, since discharges under the "just cause" principle are usually grievable under the provisions of the general grievance procedure. This will incline the employer to exercise some caution before actually making a discharge, since

> ...in the final analysis, the employer carries the burden of proving that the action was for just and proper cause under the terms of the agreement.[1]

A much less favorable situation in terms of union impact on grounds for discharge is when the contract contains a set of rules which, if violated, constitute cause for discharge. In such cases, management has only to show that the rules have been violated. It gives the union much less flexibility in appealing any given case, than when management has the sole responsibility for the development of rules. It should be noted, however, that the erratic application of prescribed rules by management may eventually make their enforcement impossible.

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[1]Sumner H. Slichter, James J. Healy and E. Robert Livernash, The Impact of Collective Bargaining on Management (Washington, D.C.: The Brookings Institution, 1960), p. 625.

Union participation in the formulation of rules was found in nearly three-fourths of the contracts from the Sales sample. By contrast, less than one-fourth of the Clerical union contracts, and only one-tenth of the contracts from the Professional sample, mentioned specific reasons for which employees might be discharged. The proportion of contracts containing any specific rule varied widely. Their general impact, with few exceptions, did not appear unduly to restrict the unions' ability to challenge their application.

One of the more general conclusions that appears justified concerning union decision-making with respect to discharge is that the Professional unions were less likely to secure either "just cause" provisions, or a system of rules, than were either of the other two samples. The Professional sample contracts appeared to give management considerably more latitude in making discharges, for whatever reasons it saw fit, than did the Clerical and Sales contracts. At the same time, the highest proportion of contracts providing for advance notice and appeal of discharges was found in the Professional sample. The differences among the three samples in these respects were not great. The ability to challenge management decisions constitutes an important limitation on managerial

discretion, even though the causes for discharge are not prescribed.

C. Work Periods

Work Schedules. Questions C1 and C2 obtained data on when work should be performed. C1 asked whether the contract provided for a normal work schedule. Virtually all of the contracts contained such a provision. In the Clerical sample 100.0% of the contracts provided a normal work schedule. In the Sales and Professional samples the respective percentages were 96.9% and 90.0%. The significance of such a clause lies in the fact that it tells management when facilities must be provided for execution of the work, and it tells the workers when they must be available for work.

Due to the unique operating features of certain occupational segments within the samples, definitions of normal work time varied. The following clause from a Sales union contract is representative of the majority of contracts stipulating normal work time:

> Eight (8) hours within nine (9) hours shall be a work day. Forty (40) hours within any five (5) such days, Monday through Saturday inclusive, shall be a work week.

Question C2 obtained data on work time which is a departure from normal work schedules. This usually means overtime, holiday, and Sunday work. Data were

obtained only on these three types. The results are given in the following table:

TABLE VII

PER CENT DISTRIBUTION OF CONTRACTS WITH CLAUSES CONCERNING WORK SCHEDULES BY OCCUPATIONAL STATUS AND TYPE OF CLAUSE

Occupational Class Covered	Type of Contract Clause: "Abnormal Work Schedules" — Present No.	Present %	Absent No.	Absent %	Total No.	Total %
Professional	15	75.0	5	25.0	20	100.0
Clerical	13	100.0	0	0.0	13	100.0
Sales	31	96.9	1	3.1	32	100.0

The table indicates that at least three-fourths of the contracts in each of the samples contained a clause dealing with performance of work which departs from the normal work schedule. Substantially all of the contracts containing such a clause prescribed penalties. That is, when abnormal work is scheduled, the employer must pay premium rates. The following clause from the Clerical sample is illustrative of this type:

> For all work in excess of the day's work or of the week's work, overtime shall be paid at the overtime rate of time and one-half (1½) of the employee's straight time rate.

Clauses dealing with Sunday and Holiday work were similar, except that the premium rates tended to be higher.

Questions C3 and C4 obtained data on clauses designed to prevent both sides from carrying out unilateral work stoppages. Question C3 asked whether the contract contained a permanent no-strike and no-lockout clause. Such a provision has the effect of not only prohibiting work stoppages during the term of the contract, but also during negotiation of a new or renewed contract. Few contracts contained such a clause. One contract in both the Clerical and Sales samples had such a reference, but there were none in the Professional sample contracts. The appropriate clause from the Sales contract stated:

> The union agrees not to strike or picket and the Employer agrees not to engage in any lock-out during the term of this, or any renewal agreement and during any negotiations following the expiration date of this on any renewal agreement.

The one contract from the Clerical sample with such a clause provided:

> It being one of the purposes of this agreement to guarantee that there will be no strikes, lockouts or work stoppages, and that all disputes will be settled by the procedure hereinafter provided.

Question C4 obtained data on contracts prohibiting strikes and lockouts for their duration. The results are presented below:

TABLE VIII

PER CENT DISTRIBUTION OF CONTRACTS WITH CLAUSES CONCERNING WORK STOPPAGES BY OCCUPATIONAL STATUS AND TYPE OF CLAUSE

Occupational Class Covered	Type of Contract Clause: "No Strikes and no Lockouts during Life of the Contract" — Present No.	Present %	Absent No.	Absent %	Total No.	Total %
Professional	6	30.0	14	70.0	20	100.0
Clerical	6	46.2	7	53.8	13	100.0
Sales	20	62.5	12	37.5	32	100.0

Only in the Sales sample did more than one-half of the contracts prohibit strikes and lockouts during the term of the contract (62.5%). In the Clerical and Professional samples 46.2% and 30.0% of the contracts respectively, also contained such a provision. The purpose of such provisions is to assure continuity of production and orderly operations in the work-place. The following provision from a Professional sample contract is notable chiefly for the degree to which it emphasizes the union's obligations as contrasted with the company's obligations.

> The [union] will not cause or engage in or authorize its members to cause or engage in, nor will any member of the [union] take part in, any strike, sitdown, stay-in, slow-down,

> or sympathy strike in the plant of, or against the Company, or any work stoppage or curtailment of the work, or restriction of, or interference with the production of the Company or Company work during the term of this agreement....The Company agrees that it will not cause a lock-out of the employees during the term of this agreement, or require any speed-up not consistent with reasonable work standards.

D. Work-Less Periods

Holidays. All contracts with holiday clauses stipulated that they were paid holidays. The prevalence of paid holiday provisions (Question D1) is shown in Table IX. The table indicates that paid holiday clauses have been incorporated into 100.0% of the contracts in the Clerical sample, 96.9% of the contracts in the Sales sample, and only 60.0% of the contracts in the Professional sample. In the case of the Professional sample this does not necessarily mean that the workers covered by 40.0% of the contracts in the sample do not receive paid holidays, or their equivalent. It does mean that it has not become a matter for bilateral decision-making as expressed by the contract.

TABLE IX

PER CENT DISTRIBUTION OF CONTRACTS WITH CLAUSES CONCERNING HOLIDAYS BY OCCUPATIONAL STATUS AND TYPE OF CLAUSE

Occupational Class Covered	Type of Contract Clause: "Paid Holidays" — Present No.	Present %	Absent No.	Absent %	Total No.	Total %
Professional	12	60.0	8	40.0	20	100.0
Clerical	13	100.0	0	0.0	13	100.0
Sales	31	96.9	1	3.1	32	100.0

The holidays to be observed are also specified in virtually all of the contracts. In the Clerical and Sales samples, employees were provided an average of 7.8 paid holidays per year. In the Professional sample employees were provided an average of 6.9 paid holidays per year.

Question D2 pertained to eligibility requirements for holiday pay. More specifically, the question asked whether the contract stipulated employee attendance requirements on the days before and after the holiday. Such clauses are usually incorporated into the contract at the insistence of the employer. From his point of view such a clause serves to curb absenteeism during the week in which a paid holiday occurs and also insures that

only employees on the active payroll receive pay for such holidays. In the Sales sample twenty-two or 68.8% of the contracts provided for attendance requirements. In the Clerical sample five or 38.5% and in the Professional sample five or 25.0% of the contracts also provided for attendance requirements. The following clause from a Sales sample contract is illustrative:

> Each regular employee shall be allowed the following holidays off with pay, providing, such employee works the normally scheduled work day preceding and following the holiday, unless absence is with the express permission of the Employer or because of bona fide illness.

Vacations. Questions D3 through D5 obtained data on matters pertaining to employee vacations. Question D3 asked whether the contracts provided for paid vacations. The results are given in the following table:

TABLE X

PER CENT DISTRIBUTION OF CONTRACTS WITH CLAUSES CONCERNING VACATIONS BY OCCUPATIONAL STATUS AND TYPE OF CLAUSE

Occupational Class Covered	Type of Contract Clause: "Paid Vacations" — Present No.	Present %	Absent No.	Absent %	Total No.	Total %
Professional	17	85.0	3	15.0	20	100.0
Clerical	12	92.3	1	7.7	13	100.0
Sales	32	100.0	0	0.0	32	100.0

Table X shows that the great proportion of contracts in each sample did provide for paid vacations. The one contract in the Clerical sample without such a clause made no mention of vacations at all. Of the three contracts in the Professional sample not providing for paid vacations, all stated that existing practices regarding vacations would continue without indicating what the existing practices were. The following clause is illustrative of this type:

> Vacations...as now existing or as changed during the period of this Agreement and commonly enjoyed by salaried employees shall apply to the employees covered by this Agreement.

Question D4 obtained data on whether length of vacation was determined jointly. The percentages are

precisely the same as for the preceding item (Question D3). In other words, all of the contracts providing for paid vacations also stipulated length of vacation, and in all cases, length of vacation was geared to length of service of the employees.

Question D5 obtained data on vacation scheduling, asking whether the time when employees take their vacations was determined jointly. In the Sales sample, twenty or 62.5% of the contracts contained clauses pertaining to vacation scheduling. The Professional and Clerical samples lagged far behind in this respect. Only six or 30.0% of the contracts in the Professional sample and four or 30.8% of the contracts in the Clerical sample contained clauses pertaining to the time of year when vacations shall be taken by the employees. There was little uniformity in the degree to which the contracts affected the scheduling process. For example, one contract from the Sales sample stated:

> Vacation periods shall be fixed by the Employer to suit the requirements of his business, but as far as possible and practicable, vacations will be given during the summer.

A contract from the Professional sample provided that

> an employee shall not be required to accept a vacation at any time, except between April 1st and October 15th.

A third contract, also from the Professional sample, and perhaps more representative than the first two, stipulated:

> Vacations shall be designated by the Employer for each eligible employee, which vacation period shall be between May 1st and October 1st, except by mutual agreement between the Employer and the employee.

Leaves of Absence. Leaves of absence for maternity purposes (Question D8) are provided in fewer than one-third of the contracts in each of the three samples, as shown in the following table:

TABLE XI

PER CENT DISTRIBUTION OF CONTRACTS WITH CLAUSES CONCERNING LEAVES OF ABSENCE BY OCCUPATIONAL STATUS AND TYPE OF CLAUSE

Occupational Class Covered	Type of Contract Clause: "Maternity Leave" — Present No.	Present %	Absent No.	Absent %	Total No.	Total %
Professional	6	30.0	14	70.0	20	100.0
Clerical	4	30.8	9	69.2	13	100.0
Sales	7	21.9	25	78.1	32	100.0

The percentages are almost identical for the Professional and Clerical samples, 30.0% and 30.8% respectively.

Fewer than one-fourth (21.9%) of the contracts in the Sales sample provided for maternity leaves. The more general significance of a maternity leave provision is that the employee is guaranteed her job back.

Question D7 obtained data on contracts providing for leaves of absence for personal reasons. Such provisions give to the employee a great deal of latitude in making leave requests, since permissive reasons are rarely recited. The following clause from a Professional sample contract is illustrative of this type:

> Upon request, the employer shall grant employees leaves of absence, without pay, for good and sufficient cause.

The incidence of personal leave of absence clauses was small in all three samples. Only three contracts (15.0%) in the Professional sample contained such a provision. Similarly, only one contract (7.7%) in the Clerical sample, and no contracts in the Sales sample, contained clauses providing for personal leaves of absence.

Question D8 obtained data on those contracts providing leaves to fulfill official duties in the union. The results are given in the following table:

TABLE XII

PER CENT DISTRIBUTION OF CONTRACTS WITH CLAUSES CONCERNING LEAVES OF ABSENCE BY OCCUPATIONAL STATUS AND TYPE OF CLAUSE

Occupational Class Covered	Type of Contract Clause: "Union Leave" Present No.	Present %	Absent No.	Absent %	Total No.	Total %
Professional	12	60.0	8	40.0	20	100.0
Clerical	2	15.4	11	84.6	13	100.0
Sales	3	9.4	29	90.6	32	100.0

Fully 60.0% of the contracts in the Professional sample provided that employees would be granted leaves of absence to perform official union functions or duties. A surprisingly smaller proportion of contracts in the other two samples contained such a provision. In this type of leave, as in most other types, the employer usually reserves final judgment as to whether the leave shall be granted. The following clause from the Professional sample is illustrative:

> Where operating necessity permits and where the request has been made at least 24 hours prior to the time of the beginning of the requested absence, members of the [union] will be allowed specific periods of time up to three working days in order to do [union] administrative work.

Leaves of absence for long-term military service

(Question D9) were specifically provided in 65.0% of the contracts in the Professional sample, 31.2% of the contracts in the Sales sample, and only 7.7% or one contract in the Clerical sample. Most commonly such provisions stipulated that employees retained accrued benefits and seniority rights while in service, and, of course, the right to reclaim their jobs upon return.

Question D10 asked whether the contract made provision for leaves for educational purposes. It was expected that such clauses would be found most frequently in the sample of Professional union contracts. This occurred, but even in the Professional sample, only 20.0% of the contracts contained such a provision. No contracts in either the Clerical or Sales samples made provision for education leaves. The following clause is representative of the four Professional union contracts providing for education leaves:

> Upon written request by an employee, the Company may grant a leave of absence without pay for the purpose of formal study, provided such study is to be undertaken at a recognized college or university. During such leave, seniority shall accumulate for the purpose of the service record; however, such time shall not be accumulated for vacations, sick leave, or other monetary benefits accruing under this Agreement.

The last item in this category (Question D11), asking whether the contract provided for employee rest periods, represents a work-less period which does not

necessarily take employees away from the company premises.

The Clerical sample contained the highest proportion of contracts with such a provision: six or 46.2% of the contracts, followed by the Sales sample with seven or 21.9% of the contracts, and the Professional sample in which three or 15.0% of the contracts provided for rest periods. Virtually all of the contracts with such clauses provided that rest periods were to be taken on company time. The following clause from a Clerical sample contract is illustrative of this type:

> Employees shall be granted (2) ten (10) minute rest periods each day, one rest period to be taken during the period worked prior to lunch and the other rest period to be taken during the period worked after lunch. Rest periods shall be considered as time worked.

Union Impact on Work Time

The data presented for categories C and D indicate the extent to which the three samples of union contracts share in decision-making on the times when work must be performed and not performed. They constitute the essence of the rules and regulations under the area, Work Time.

Definition of the normal work-day and work-week was one of the historical firsts in collective bargaining contracts. To obtain a voice in the determination of hours of employment has been one of the acknowledged responsibilities of unions since the inception of

collective bargaining. In the early days of the labor movement - in the days of the fifty and sixty hour week - reduction of hours was viewed as a panacea for most of the worker's ills. Much stress was placed on the moral and spiritual elevation which supposedly resulted from increased leisure. Today, arguments for further reduction in hours are stated by unions in terms of economic security for the workers to cope with the labor-saving impact of sutomation.

Unions have been extremely successful in reducing the number of hours employees must work. Today, the eight-hour day and the five-day, forty-hour week represents "normality" in most industries, and was so defined in the vast majority of contracts in each of the three samples. At least nine-tenths of the contracts in each sample stipulated the basic work-day and work-week. Such a provision means that the employer has the assurance that the employees will work the agreed number of hours each day and week. Conversely, the employer is provided the limits within which he can expect or require the employees to be at work without the attendant penalties for deviation from normality.

While unions have long had an equal voice in setting normal working hours, only recently has union decision-

making been extended to placing limitations on the freedom of management to schedule work which departs from normality. In addition to restricting management control over the scheduling of overtime work, holiday work, *etc.*, unions have been able to penalize abnormal work schedules by overtime or premium pay requirements. At least three-fourths of the contracts (Table VII) in each of the three samples provided for these types of restrictions on management decision-making.

No-strike and no-lockout provisions act to guarantee that agreed-upon work schedules will be adhered to, permitting continuity of work activities. Such provisions prohibit both sides from carrying out unilateral work stoppages. This does not represent an important area of joint agreement among Professional unions (See Table VIII); less than one-third of the contracts contained such a provision. Slightly fewer than one-half of the contracts in the Clerical sample and almost two-thirds of the contracts in the Sales sample provided that neither side would carry out a unilateral work stoppage during the life of the contract.

Bilateral decision-making, with respect to periods when employees may be absent from work, is less prevalent than joint decision-making on work periods, except in the case of holiday and vacation periods. A substantial

majority of contracts in each sample contained provisions providing for paid holidays and vacations (Tables IX and X). Among white-collar workers particularly, paid vacations and holiday plans had become common before the impact of union efforts in this area became apparent. It appears safe to assume that most unionized white-collar workers (unless the unique features of the occupation make it impractical) receive paid vacations and paid holidays even when not specifically provided in the contract. Incorporation of such plans into the contract has the important effect of taking decisions on these matters out of the hands of the management. It means the employer is not at liberty to cancel holidays, shorten the vacation periods, or make other unilateral decisions, with respect to matters covered by the contract.

The data obtained on leaves of absence indicated that they have not become nearly as standardized as have holiday and vacation plans. Data were obtained on five different reasons for which leaves might be granted. The proportion of contracts providing for such leaves was not high in any of the samples, with only a few exceptions. Over one-half of the contracts in the Professional sample provided for union leave. This was the only case where as many as one-half of the contracts contained a particular leave provision. The more general point is that the

power of management to designate the times and reasons for which employees may take leaves of absence from work has not been appreciably limited by the contracts for the majority of unions, for most types of absences.

E. Intra-Company Transfers

Promotions. Out of the sixty-five contracts in the three samples, thirty-eight or 58.4% of them contained a contract reference to promotions (Question E1). The distribution of such clauses among the three samples was is not uniform. While sixteen or 80.0% of the Professional sample contracts and ten or 76.9% of the Clerical sample contracts contained such a reference, only twelve or 37.5% of the contracts in the Sales sample contained promotion clauses.

Question E2 asked whether the contract dealt with promotions to supervisory positions. The contracts which did contain such provisions rarely treated the matter except as a management prerogative - explicit in some, and implicit in most of the others. Two out of the six contracts in the Professional sample explicitly stated that promotion to supervisory positions is a management prerogative. The following clause is illustrative of this type:

> It is agreed that the seniority and promotion provisions of this Agreement shall not be operative respecting the assignment of

> [occupational group] to technical, executive, and supervisory positions with the Company... the selection of appointees for such assignments shall be determined by the Company.

Two contracts in the Professional sample simply stated that an employee "...transferred to supervisory duty shall retain and continue to accrue seniority." One contract listed several types of promotion and then stated: "...the Employer has the sole right to promote...." Still another Professional sample contract gave lip service to seniority, but, in effect, reserved the decision for management.

> While seniority shall be observed where possible in the selection of employees to fill positions of supervision or of special responsibility, the Company will exercise complete discretion in the choice of employees for such positions, and in their retention in these position.

The single contract in the Sales sample mentioning promotions to supervisory positions merely provided that

> employers who elect to designate supervisors in their stores who shall be excluded from coverage by this agreement shall keep the Union supplied with an up-to-date list of the names of such supervisors.

Question E3 asked to what extent seniority is a factor in making promotions to non-supervisory positions. The application of the seniority principle is the major way in which unions affect the selection of employees for advancement. The distribution of contracts mentioning seniority as a factor in promotions is given in the following table:

TABLE XIII

PER CENT DISTRIBUTION OF CONTRACTS WITH CLAUSES CONCERNING PROMOTION BY OCCUPATIONAL STATUS AND TYPE OF CLAUSE

Occupational Class Covered	Type of Contract Clause: "Seniority Mentioned as a Factor in Making Promotions" — Present No.	Present %	Absent No.	Absent %	Total No.	Total %
Professional	8	40.0	12	60.0	20	100.0
Clerical	9	69.2	4	30.8	13	100.0
Sales	4	12.5	28	87.5	32	100.0

Only in the Clerical sample did more than one-half of the contracts mention seniority as a factor in promotions (69.2%). Almost one-half of the Professional sample contracts mention seniority with respect to promotions; the Sales sample lags far behind in this respect, however, with only 12.5% of the contracts providing for seniority as a consideration in promotions.

Where seniority is a factor, it is seldom the only criterion on which promotions are based. Moreover, management generally exercises complete control over the other factors given consideration. Therefore the extent of union decision-making on promotions must be considered

in terms of the extent to which the seniority principle has been modified by the contract.

A contract providing that seniority is the sole consideration would have the effect of taking decision-making on promotions out of the hands of management. No contracts in any of the three samples provided for seniority as the sole factor in making promotions.

Seniority is made the determining factor in promotions under a clause which provides that the senior employee shall be promoted provided he can perform the work. In other words, only when qualifications are lacking will the senior employee be passed over. Thus defined, six of the contracts in the Professional sample providing for seniority had clauses stipulating that seniority is the determining factor. The clauses were almost identical in wording; hence, their intent can be illustrated by citing one example:

> System seniority by classification shall govern all employees in the cases of their...promotion... provided that the employee is qualified to perform the work of the position to be filled.

No contracts in the Clerical or Sales samples had clauses providing for seniority as the determining factor.

Seniority, for example, has less impact when the contract provides that it, along with ability, competency, merit, etc., constitute the factors considered in promotions, without indicating which factor or factors

are given greatest weight. No contracts in the Professional sample or Sales sample made seniority equal with other factors. Three contracts in the Clerical sample did contain such a provision, however, in identical clauses which stated:

> In making promotions...the Employer agrees to take into consideration the following factors:
> A. Ability to perform work available
> B. Length of Continuous service

Seniority is a secondary factor; it has its least impact when it is given consideration only when other factors such as ability and merit are equal, or when management decides how much weight to give to seniority. Two of the contracts in the Professional sample contained such clauses. One stated, for example, that "where competency and ability are equal, length of service shall govern." In the Clerical sample, six of the contracts made seniority a secondary factor. The following clause is illustrative:

> Only where ability and general fitness to perform the work...is relatively equal as between two or more persons shall length of continuous service... be the determining factor.

All four contracts in the Sales sample mentioning seniority as a factor in promotions made it a secondary factor. In three of the four contracts the relevant clauses were identical, stating:

> In...promotions, the factor of seniority will be applied except where, in the fair and impartial judgment of the Employer, other employees or applicants are better qualified for the position to be filled.

Question E4 asked whether the contract expressly stated that promotions are a prerogative of the management. Five or 30.0% of the contracts in the Professional sample contained such a clause. One contract, for example, provided that "the Company has and will retain the exclusive right and power to manage the plant and direct the working forces, including the right to promote...." In the Sales sample three or 9.4% of the contracts made promotions an exclusive management prerogative. The clauses deviated little from the following brief statement that "...the Employer has the sole right to promote...." Only one contract (7.7%) in the Clerical sample contained such a clause. It provided that

> it is mutually agreed that it is the duty and right of the Employer to manage the business and direct the working forces. This includes the right to... promote....

Demotions. Out of the sixty-five contracts in the three samples only eighteen or 27.7% contained a reference to demotion. Demotion clauses were found in eleven or 55.0% of the contracts in the Professional sample, five or 15.9% of the contracts in the Sales sample, and two or 15.4% of the contracts in the Clerical sample.

Question E6 asked whether seniority is mentioned as a factor in making demotions. The results are given in the following table:

TABLE XIV

PER CENT DISTRIBUTION OF CONTRACTS WITH CLAUSES CONCERNING DEMOTION BY OCCUPATIONAL STATUS AND TYPE OF CLAUSE

Occupational Class Covered	Type of Contract Clause: "Seniority Mentioned as a Factor in Making Demotions" — Present No.	Present %	Absent No.	Absent %	Total No.	Total %
Professional	5	25.0	15	75.0	20	100.0
Clerical	1	7.7	12	92.3	13	100.0
Sales	0	0.0	32	100.0	32	100.0

Table XIV clearly reveals the paucity of contracts providing for seniority as a factor in demotions. Only in the Professional sample did as many as one-fourth of the contracts make seniority a factor in demotions. No contracts in the Sales sample and only one contract in the Clerical sample mentioned seniority with respect to demotions.

Two of the Professional sample contracts made seniority

equal with other factors. The two remaining contracts in the Professional sample made seniority a secondary factor. Similarly, the one relevant contract in the Clerical sample provided that seniority shall be considered only when other factors are equal. It stated:

> In all cases involving...demotions...seniority based on continuous service with the Employer shall govern where fitness and ability are substantially equal.

Question E7 asked whether the contracts stated "causes" or "grounds" for demotion. Two contracts in the Clerical sample (15.4%) contained such clauses. Both contracts provided that "no employee covered by this agreement shall be suspended, demoted or dismissed without just and sufficient cause." One contract in the Professional sample contained such a clause (5.0%) and it simply provided that the employer has the sole right to demote. No contracts in the Sales sample made reference to "grounds" for demotion.

F. Movement Into and Out of the Company

Layoffs. Question F1 asked whether seniority is mentioned with respect to layoffs. Virtually all of the contracts mentioning layoffs assigned seniority some role in the selection of employees for temporary layoffs. The following table shows the distribution of contracts in each sample with clauses concerning seniority as a

factor:

TABLE XV

PER CENT DISTRIBUTION OF CONTRACTS WITH CLAUSES CONCERNING LAYOFFS BY OCCUPATIONAL STATUS AND TYPE OF CLAUSE

Occupational Class Covered	Type of Contract Clause: "Seniority Mentioned as a Factor in Making Layoffs" — Present No.	Present %	Absent No.	Absent %	Total No.	Total %
Professional	15	75.0	5	25.0	20	100.0
Clerical	11	84.6	2	15.4	13	100.0
Sales	26	81.3	6	18.7	32	100.0

At least three-fourths of the contracts in each sample provided for seniority as a factor in layoffs. Only one contract provided for seniority as the sole factor. This contract, from the Clerical sample, stated: "In the event of a layoff, seniority shall prevail in each classification of work." No contracts in the Clerical sample provided for seniority as the determining factor. Two provided that seniority would be given equal consideration with other factors. The clauses in both contracts were identical, stating:

> In making...necessary layoffs, the Employer agrees to take into consideration the following factors:
> A. Ability to perform work available
> B. Length of continuous service

The remaining eight contracts in the Clerical sample made seniority a secondary consideration. That is, the contracts stated or clearly implied that seniority would apply or be considered only when other relevant factors were equal. The following clause is illustrative of this type:

> Where merit and ability are equal in the reasonable judgment of the Employer, seniority shall govern in all cases of layoff....

Out of the twenty-six contracts in the Sales sample providing for seniority as a factor in layoffs, seven called for seniority as the determining factor. The remaining nineteen made seniority a secondary factor. The following clause is representative of this type:

> In layoffs and rehiring the principle of seniority shall be recognized when practicable and when ability and performance are substantially equal....

Out of the fifteen contracts in the Professional sample making seniority a factor in layoffs, three provided that seniority should be the sole factor, five that seniority should be the determining factor, and seven contracts made seniority a secondary factor in layoffs. Two of the contracts making seniority the sole consideration contained identical clauses which stated:

> Any reduction in [occupational group] who have completed their period of probation shall be in the reverse order of system seniority.

The third such contract simply stated: "When there is a reduction in force... the occupational group with the least system seniority shall be laid off."

The following clause is illustrative of the five contracts in the Professional sample making seniority the determining factor in layoffs.

> Seniority shall not govern at time of layoff... unless the senior employee retained...has the skill and ability to do the work available at once without additional training.

Seven contracts in the Professional sample made seniority a secondary factor in layoffs. The following clause is illustrative of this type:

> The Company will continue in layoffs to recognize seniority where ability, performance and conduct have been equal.

Bumping. Question F2 obtained data on the presence or absence of clauses pertaining to bumping rights in the three samples. The Professional sample contained the highest proportion of contracts with clauses permitting employees scheduled for layoff to displace less senior employees on other jobs. Eleven or 55.0% of the contracts contained such a provision. In contrast, only six or 18.7% of the contracts in the Sales sample provided for bumping rights. No contracts in the Clerical sample contained such a clause.

The general impact of bumping on layoffs can be illustrated with the following clause from the Professional sample:

> Upon notice of layoff, an employee shall within twenty-four (24) hours indicate in writing his desire to bump into a classification previously held in reverse order in which such classifications were held.

Contract clauses on bumping varied widely in their scope of application. No data were obtained on these variations since the principal interest was in whether bumping per se had become a matter for joint determination.

Exemptions from Seniority Rules. Question F3 asked whether certain groups of employees were excluded from application of seniority rules in layoffs. Data were obtained on three aspects of this question. The results were as follows:

No contracts required that non-union employees be laid off before the seniority principle became operative. Nor did any of the contracts provide that non-union employees be laid off first, all other factors being equal.

The contracts were also checked for references to superseniority. Five or 25.0% of the contracts in the Professional sample provided union officials with superseniority. The following clause is illustrative:

> Union Representatives shall have top seniority among the employees they represent during the time

> they officially serve as Representatives. In the event of a layoff, Representatives shall not be laid off if there is work available within his job classification among the employees they represent which the Representative can perform in a satisfactory manner.

No contracts in either the Clerical or Sales samples contained a reference or made any mention of superseniority.

Advance Notice of Layoff. Question F4 asked whether the contract required the employer to give advance notice of layoff to either or both the union and the employees involved.

Advance notice of layoff was called for in seven or 35.0% of the contracts in the Professional sample, three or 23.1% of the contracts in the Clerical sample, and six or 18.7% of the contracts in the Sales sample.

A representative clause providing for advance notice, from a Professional sample contract, stated:

> An employee laid off due to a reduction in force will be given two (2) weeks notice of such layoff except in emergencies.

Data were also obtained on whether the contracts called for pay in lieu of advance notice. Three contracts in the Sales sample, two in the Clerical, and one in the Professional sample contained such a stipulation. Almost invariably, amount of pay was geared to length of service, as illustrated by the following provision from a Sales sample contract:

Regular employees shall receive lay-off notices or pay in lieu thereof as follows:
After one (1) year's employment - one (1) week
After two (2) years' employment - two (2) weeks

Recall. Question F5 asked whether seniority was a factor in the recall or reemployment of workers after a layoff. The results are given in the following table:

TABLE XVI

PER CENT DISTRIBUTION OF CONTRACTS WITH CLAUSES CONCERNING RECALL BY OCCUPATIONAL STATUS AND TYPE OF CLAUSE

Occupational Class Covered	Type of Contract Clause: "Seniority Mentioned as a Factor in Recall" — Present No.	Present %	Absent No.	Absent %	Total No.	Total %
Professional	10	50.0	10	50.0	20	100.0
Clerical	7	53.8	6	46.2	13	100.0
Sales	19	59.4	13	40.6	32	100.0

In the Clerical and Sales samples, all those contracts mentioning recall provided for seniority as a factor. Seniority was mentioned as a factor in only ten of the sixteen contracts in the Professional sample containing references to recall.

Table XVI indicates that approximately one-half of

the contracts in each sample gave to seniority some consideration in recall. And in almost all of these contracts provision was made for the recall of employees in reverse order to layoff, ie., employees last laid off are the first recalled. Thus, if layoffs were made on the basis of seniority alone, the employees with the greatest seniority among those laid off would be the first to be recalled to work, etc. For example, a contract from the Professional sample provided that employees

> shall be reemployed from layoff status in order of seniority.

A contract from the Sales sample making seniority a secondary factor in layoffs and recall stated:

> In layoffs and rehiring the principle of seniority shall be recognized when practicable and when ability and performance are substantially equal....

Most frequently, where recall was mentioned, it was governed by the same regulation covering layoff.

Union Impact on Deployment

The data presented for categories E and F indicate the extent to which the contracts give to the unions a voice in deployment of the work force. The essence of this area of decision-making is the determination of the rules and regulations governing the movement of workers on and off of jobs while they remain formally attached to the company.

Seniority was first introduced with respect to layoffs and recall, and it is in these areas that it has been most widely extended. Seniority, however, has become an increasingly important consideration in promotions and demotions as well. Irrespective of the extent to which seniority constitutes the basis for decisions on deployment, it generally does indicate the extent to which the union has obtained a voice in such decisions. The issue in the regulation of deployment generally lies between the union's stress on seniority and management's stress on ability or some similar criterion as the prime factor.

Even where seniority figures as a factor in the regulation of deployment, it is rarely the only one. Strict seniority as the basis for decisions on deployment could have the effect of leaving to management only the decision as to the number of workers to be involved in a move and the time when the shift is to occur. Few managements are willing to agree to such an arrangement, and this is reflected in the majority of contracts negotiated. Unions, however, may want to participate in determining the weight attached to the factors that qualify or otherwise limit the impact of seniority. Thus, we find contracts calling for seniority also mentioning competence, or some variant thereof, as a consideration in decisions on deployment.

There are at least two basic reasons why unions may be

interested in having decisions on deployment made on the basis of seniority: 1) seniority has the merit of objectivity, and 2) the rather widespread belief that long-service employees are entitled to greater security and preferential consideration as a matter of right or equity.

There are also some basic reasons why unions may not be interested in having seniority regulate deployment. Slichter has discussed this question in relation to layoffs, but the essence of his comments also applies to other forms of deployment. He observes first of all, that the "...absence of restrictions on layoffs in the agreement does not necessarily mean that none are enforced by the union."[1] He cites the use of shop strikes as an effective weapon unions have to assure that their interests are not subverted. This would appear not to be an important weapon among the unions whose contracts were analyzed in this study.

The argument that the absence of restrictions on layoffs in the contracts necessarily reflects weak bargaining power on the part of the union Slichter dismisses as "inadequate."[2] He feels that a more compelling reason why even very powerful unions sometimes fail to limit

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[1]Slichter, Union Policies,..., op. cit., p. 101.

[2]Ibid.

employer control over layoffs is

> primarily because it is difficult to restrict layoffs without also restricting the worker's freedom of movement and his opportunity to obtain new jobs and, under some circumstances, without producing an unfair distribution of the burden of unemployment and jeopardizing the existence of the union itself.... At any rate, the worker's desire for an equity in his job sometimes comes in conflict with his other interests and with the interests of the union itself.[1]

Although Slichter did not have white-collar workers in mind, the quotation points to the dilemma presumably faced by many white-collar unions in collective bargaining, i.e., the employee's desire for security versus the desire for freedom in dealing individually with management.

Within the framework of the above considerations, the extent to which the three samples of contracts have placed restrictions on the unilateral right of the employer to make decisions on deployment can be summarized as follows.

The issue in promotions and demotions, as in other forms of deployment, centers on the question of whether the employer shall have the right to promote solely as he sees fit. If not, to what extent shall seniority factors govern? Several conspicuous facts stand out from examination of the contract data, particularly the large proportion of contracts which place little or no restriction on management control over promotion policies.

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[1] Ibid., p. 102.

The impact of the unions on promotions to supervisory positions is almost nil. Only one contract in the Clerical and Sales samples even mentions the subject. Six out of twenty contracts in the Professional sample contained clauses on such promotions, but of these, one-half stated that supervisory promotions are an exclusive employer prerogative.

With respect to promotions to non-supervisory positions, in only one sample, the Clerical, did more than one-half of the contracts place seniority restrictions on management's right to promote. In none of the samples, however, as has already been indicated, has seniority seriously limited the right of the employer to promote whomever he wishes. In the Professional sample, the proportion of contracts which provided for promotions as an exclusive management prerogative was almost as high as that providing for seniority as a factor. The more general point is that seniority is not an important factor in promotion among organized white-collar workers on the basis of the data obtained in this study.

The same situation, except more so, holds true with respect to union impact on demotion of employees. Only slightly over one-fourth of the contracts in the three samples contained a contract reference to demotion. Seniority as a factor is virtually non-existent in the

Clerical and Sales samples. Only one contract in both samples even mentioned seniority in demotions. One-fourth of the contracts in the Professional sample mentioned seniority with respect to demotion. In all of these contracts, however, seniority is made a relatively secodary factor. The more general conclusion is that demotion constitutes a form of worker movement over which the contracts in this study have almost no control.

In contrast to intra-company transfers, movement of workers into and out of the company while they remain formally attached to the company has been considerably influenced by seniority considerations. Seniority is designated as a factor in layoffs in at least three-fourths of the contracts in each of the three samples. The extent to which seniority is the determining factor varies widely, but in any case, for all three samples, it is considerably greater than for intra-company transfers.

Perhaps minimal union control is obtained when the employer is merely required to give advance notice, but remains free to select employees for layoff regardless of seniority status. The impact of an advance notice requirement under a seniority system lies in the fact that it gives the union time to study the equity of an anticipated layoff in terms of the seniority status of the employees affected, and to challenge or make

suggestions before the particular layoff is effected. Advance notice requirements were found most frequently in the contracts from the Professional sample. In no sample did as many as one-half of the contracts contain such a provision.

Approximately one-half of the contracts in each sample provided for the seniority principle in recall. Few contracts elaborated on its operation. Recall provisions were generally incorporated into clauses covering layoff procedures, stating that recall was to be in reverse order of layoff. More generally, the impact of seniority on recall remains closely tied to the extent to which seniority determines the order of layoff.

G. Payments for Performance

Guaranteed Income Plans. The probable desire of employees to increase job and income security was explored with Questions G1 and G2. The first questions asked whether the contract provided for a guaranteed wage plan. The results are given in the following table:

TABLE XVII

PER CENT DISTRIBUTION OF CONTRACTS WITH CLAUSES CONCERNING GUARANTEED INCOME PLANS BY OCCUPATIONAL STATUS AND TYPE OF CLAUSE

Occupational Class Covered	Type of Contract Clause: "Guaranteed Wage Plan" — Present No.	Present %	Absent No.	Absent %	Total No.	Total %
Professional	9	45.0	11	55.0	20	100.0
Clerical	1	7.7	12	92.3	13	100.0
Sales	5	15.6	27	84.4	32	100.0

A substantially larger proportion of contracts in the Professional sample have incorporated guaranteed wage plans than in either of the other two samples. The plans differed considerably with respect to the proportion of the year's normal income which they guaranteed. Illustrative of the monthly guarantee plan is the following clause from a contract in the Professional sample:

> Full-time employees shall be paid guaranteed minimum monthly salaries based on continuous length of service by classification....

An example of a weekly guarantee plan, qualified by the requirement that employees have to work some hours during the week, also from the Professional sample, stated:

> Salaried employees shall receive their regular base salary for each work-week in which they worked some hours, provided that deduction may be made for absences not provided for or in excess of the time allowed for vacation and sick leave and leave of absence without pay.

Data were also obtained on guaranteed employment plans. Three or 15.0% of the Professional sample contracts called for guaranteed employment plans. For the Clerical and Sales samples, the percentages were the same as those given for guaranteed wage plans in Table XVII. One Sales sample contract provided simply that "All full time basis employees are guaranteed a full week's work." A contract from the Clerical sample contained the same guarantee, but stated it more precisely:

> The employer guarantees each employee that there will be forty hours of work time available Monday through Friday.

Actually, the distinction between guaranteed wage and guaranteed employment plans is one of emphasis only, for if the employer cannot furnish sufficient work to fulfill the contract, wages must be paid for the balance of the time guarantee.

Wage Payment Plans. Virtually all of the contracts contained schedules of job classifications and minimum wage rates. These schedules were generally incorporated as supplements or appendices to the contract.

While minimum wage rates in particular job classifications were almost always stipulated in the wage

schedules; maximum rates were not. There were exceptions, of course, but many contracts contained the following provisions:

> The following rates of pay are minimum rates, not to be considered as maximum rates, and no employee shall suffer a reduction of wages or conditions by virtue of this Agreement.

Questions G3 through G5 obtained data on the methods by which employee wage rate increases are made. This could mean either wage increases in those cases where every worker in a particular job classification received the same rate of pay, or it could mean progression from the minimum to a higher rate in those contracts which provided for progression plans with differentials within the same job classification. Of major concern in this study are those contracts which provided for wage increases within rate ranges.

Question G3 obtained data on the contracts in which length of service serves as a criterion for wage increases. These data are given in the following table:

TABLE XVIII

PER CENT DISTRIBUTION OF CONTRACTS WITH CLAUSES CONCERNING WAGE PAYMENT PLANS BY OCCUPATIONAL STATUS AND TYPE OF CLAUSE

Occupational Class Covered	Type of Contract Clause: "Automatic Increases Based on Length of Service" — Present No.	Present %	Absent No.	Absent %	Total No.	Total %
Professional	17	85.0	3	15.0	20	100.0
Clerical	10	76.9	3	23.1	13	100.0
Sales	26	81.3	6	18.7	32	100.0

The high proportion of contracts in each sample providing for automatic wage increases is revealing insofar as it indicates rather widespread acceptance of length of service as a factor in wage increases. These results can be contrasted with those obtained by Question G4, which asked whether the contract provided for a merit increase plan. The results for this question are presented in Table XIX.

Merit plans were much less frequently provided in the contracts for all three samples than were automatic progression plans. It should be noted that the absence of a merit plan does not mean that the employer is

necessarily prohibited from making merit pay increases. As a matter of fact, a rather high proportion of contracts expressly provided that nothing in the contract is to be interpreted to mean that the employer is prohibited from paying above the minimum rate, at his discretion. An illustrative clause is the following from a Clerical sample contract:

> The Company, at its sole discretion, may grant merit increases in addition to the rate progression specified above.

TABLE XIX

PER CENT DISTRIBUTION OF CONTRACTS WITH CLAUSES CONCERNING WAGE PAYMENT PLANS BY OCCUPATIONAL STATUS AND TYPE OF CLAUSE

	Type of Contract Clause					
	"Wage Increases Based on Merit Criteria"					
Occupational Class Covered	Present		Absent		Total	
	No.	%	No.	%	No.	%
Professional	6	30.0	14	70.0	20	100.0
Clerical	0	0.0	13	100.0	13	100.0
Sales	1	3.1	31	96.9	32	100.0

A merit progression plan was defined essentially as a pay system where the worker's progress within the rate range for his job classification is determined by

management (the union may or may not be involved) on the basis of periodic reviews of his work and efficiency. The following clause from a Professional sample contract indicates the purpose and operation of a merit payment system:

> The Company will determine the rates to be paid within the salary ranges specified...on the basis of merit performance....It is agreed that the subject of merit rates shall be subject to the grievance procedure....

The fact that the percentage of contracts in the Professional sample containing automatic progression plans (85.0%) and merit plans (30.0%) total more than 100.0% means that a number of contracts have combined the basic principles of both the automatic and merit progression plans.

Question G5 asked whether the contract explicitly provided that employees may negotiate individually with the employer for wage increases over and above those provided by the contract. Seven or 35.0% of the contracts in the Professional sample, and four or 30.8% of the contracts in the Clerical sample contained such provisions. No contracts in the Sales sample provided for individual bargaining. The following clause from a Professional sample contract is illustrative of those contracts providing for individual bargaining:

> Nothing in this contract shall prevent employees covered by this contract from bargaining individually for salary increases in excess of the minimum established herein.

Minimum "Call Pay." Data on the presence or absence of reporting pay guarantees in the three samples were obtained with Question G6, and shown on Table XX.

TABLE XX

PER CENT DISTRIBUTION OF CONTRACTS WITH CLAUSES CONCERNING MINIMUM CALL PAY BY OCCUPATIONAL STATUS AND TYPE OF CLAUSE

Occupational Class Covered	Type of Contract Clause: "Reporting Pay Guarantee" — Present No.	Present %	Absent No.	Absent %	Total No.	Total %
Professional	9	45.0	11	55.0	20	100.0
Clerical	6	46.2	7	53.8	13	100.0
Sales	20	62.5	12	37.5	32	100.0

Employees who report for work as scheduled are guaranteed a minimum payment in 62.5% of the contracts in the Sales sample. The percentages in the Clerical and Professional samples are practically identical, 46.2% and 45.0% respectively for the two samples. The following clause from a Sales sample contract is illustrative of

reporting pay provisions:

> All full-time employees reporting for work on their scheduled work-day shall be guaranteed a full day's work of eight (8) hours with pay....

A relatively high proportion of the contracts with reporting pay guarantees stipulated that the guarantee does not apply if work is not available for reasons beyond the control of the company. A somewhat smaller number stated that the guarantee shall not apply if the workers refuse to accept other work, or if their regular jobs are not available.

Closely related to reporting pay guarantees are call-back guarantees. Question G7 obtained data on this type of payment. The results are given in the following table:

TABLE XXI

PER CENT DISTRIBUTION OF CONTRACTS WITH CLAUSES CONCERNING MINIMUM CALL PAY BY OCCUPATIONAL STATUS AND TYPE OF CLAUSE

Occupational Class Covered	Type of Contract Clause: "Call-Back Pay Guarantee" — Present No.	Present %	Absent No.	Absent %	Total No.	Total %
Professional	16	80.0	4	20.0	20	100.0
Clerical	5	38.5	8	61.5	13	100.0
Sales	18	56.3	14	43.7	32	100.0

In a small number of contracts call-back pay was provided at the regular rate of pay. In most contracts employees called back to work were paid at the overtime rate, as in the following contract from the Clerical sample.

> Any employee who is called back to work after leaving the office in which he is employed, after completion of the regular day's work, shall be paid for not less than two (2) hours' pay at the over-time rate, or the time actually worked at the over-time rate, whichever is the greater.

A third type of call-back clause guaranteed the employee a specific number of hours of work at a designated rate of pay. The following clause from a Sales sample contract will illustrate this type:

Any employee called for work on his pre-designated day off, as established in the work schedule provision, shall be guaranteed eight (8) hours' work at the overtime rate of pay.

H. Payments for Employment

Questions H1 through H3 obtained data on various aspects of employee benefit plans. Unions have had an important impact on the establishment and spread of employee benefits. The past two decades especially, have witnessed an amazing growth in protection through group insurances, cash payments, etc.

Question H1 asked whether the contract established or referred to an established union-management-negotiated health and welfare plan. The results are given in the following table:

TABLE XXII

PER CENT DISTRIBUTION OF CONTRACTS WITH CLAUSES CONCERNING EMPLOYEE BENEFITS BY OCCUPATIONAL STATUS AND TYPE OF CLAUSE

Occupational Class Covered	Type of Contract Clause: "Health and Welfare Plan" — Present No.	Present %	Absent No.	Absent %	Total No.	Total %
Professional	12	60.0	8	40.0	20	100.0
Clerical	11	84.6	2	15.4	13	100.0
Sales	28	87.5	4	12.5	32	100.0

Table XXII clearly shows the prevalence of negotiated health and welfare plans. The plans tended to take one of three forms. A large proportion of the contracts, particularly in the Sales sample, provided for a joint union-management trust fund. In accordance with the Taft-Hartley law, almost all such plans provided for an equal number of trustees from the union and the management. Also, a procedure was generally provided for a neutral to break deadlocks between the two groups of trustees. Most of the contracts providing trust funds did not elaborate on the specific benefits provided, although they generally were listed. This was not true of the operation of the trust fund, or the responsibilities of the two parties,

however. These matters were often specified in great detail.

The following quotation is the introductory statement to the trust fund plan in one Sales sample contract.

> The Union and the Employer agree to continue the Trust Fund created October 31, 1953, for the purpose of instituting and maintaining a group life, disability and health and accident plan under which the employees of the Employer performing work within the jurisdiction of the Union will be entitled to certain benefits specified in such plan.

A second, somewhat different type of health and welfare plan, less frequently provided than the trust fund, established a specific benefit package. Such package arrangements provided - in varying degrees and amounts - life insurance, accidental death, surgical and hospital benefits, etc.

A third type of reference to health and welfare plans were those contracts providing for the continuation of existing benefits. Six or 30.0% of the contracts in the Professional sample contained such clauses. Three or 9.4% of the contracts in the Sales sample and one contract (7.7%) in the Clerical sample also provided for the continuation of existing benefits. These contracts generally gave no clear indication of how the benefit plans were established. For example, the only reference to health and welfare in one Professional sample contract was the following statement: "The Company will continue to

make its group insurance plan available to employees covered by this Agreement." Presumably, the contract is referring to an employer-sponsored plan. Other contracts were not so clear, as, for example, the following Professional sample contract which provided that "the Salaried Employees Group Insurance Plan as it applies to employees in this union or as it may be amended shall continue to be in effect."

Those contracts with references of this last type were not included in the tabulations for item H1 (See Table XXII), since the contracts gave no clear indication that the plans were union-management-negotiated plans.

Question H2 asked whether the contract provided for an employee pension plan. The results are given in the following table:

TABLE XXIII

PERCENT DISTRIBUTION OF CONTRACTS WITH CLAUSES CONCERNING EMPLOYEE BENEFITS BY OCCUPATIONAL STATUS AND TYPE OF CLAUSE

Occupational Class Covered	Type of Contract Clause: "Pension Plans" — Present No.	Present %	Absent No.	Absent %	Total No.	Total %
Professional	9	45.0	11	55.0	20	100.0
Clerical	2	15.4	11	84.6	13	100.0
Sales	18	56.2	14	43.8	32	100.0

The contract provisions dealing with pension plans ranged from brief statements referring to existing plans to detailed clauses covering one or more of the following aspects: normal retirement benefits, early retirement, eligibility requirements, financing, etc. For instance, one contract from the Sales sample devoted six pages to an elaboration of it's pension benefit plan. The majority of contracts made only a reference to a negotiated plan or gave only fragmentary detail. Thus a contract in the Clerical sample provided that "all full-time employees of the Employer covered by this Agreement shall be covered by the Company Retirement Plan." A more detailed clause in a Sales sample contract stated in part:

> Among other things, the Pension Plan shall include a provision permitting, at the option of the employee, early retirement at actuarily reduced benefits on attainment of age fifty-five....

Question H3 asked whether the contract provided for paid sick-leave. This turned out to be the employee benefit provided in the highest proportion of contracts in all three samples. Eighteen or 90.0% of the contracts in the Professional sample contained such a provision. In the Clerical sample, eleven or 84.6% of the contracts, and in the Sales sample, twenty-four or 75.0% of the contracts also provided for paid sick leaves.

Virtually all of the contracts containing sick leave provisions stipulated the maximum period for which payment is made. The amount of payment was generally geared to length of service; i.e., the employees with the longest service received the most generous allowances.

Non-Wage Payments Other than Employee Benefits. Question H4 obtained data on the prevalence of severance pay provisions. The results are given in the following table:

TABLE XXIV

PER CENT DISTRIBUTION OF CONTRACTS WITH CLAUSES CONCERNING NON-WAGE PAYMENTS BY OCCUPATIONAL STATUS AND TYPE OF CLAUSE

Occupational Class Covered	Type of Contract Clause: "Severance Pay" — Present No.	Present %	Absent No.	Absent %	Total No.	Total %
Professional	8	40.0	12	60.0	20	100.0
Clerical	4	30.0	9	69.2	13	100.0
Sales	1	3.1	31	96.9	32	100.0

In no sample did as many as one-half of the contracts provide for severance pay. In the Sales sample, such payments were virtually non-existent, as Table XXIV indicates.

Illustrative of severance pay provisions is the following clause from a Professional sample contract:

> Upon termination of employment by dismissal, except dismissal for gross misconduct or provoked by the employee's own action to collect severance pay, an employee shall receive his severance pay in a lump sum equal to one week's pay for each six months' service, or major fraction thereof, up to thirty-two (32) weeks.

The above quotation points to the characteristics common to most severance pay clauses in the three samples. It should be noted, however, that while amount of payment was tied to length of service in virtually all of the

contracts, there was considerable variation in the maximum payment an employee could receive. It should also be noted that no contracts provided severance payments for other than permanent separations from employment.

Question H5 asked whether the contract contained a reference to bonus payments. Fourteen or 43.8% of the contracts in the Sales sample contained bonus payment provisions. The Professional and Clerical samples lagged far behind in this respect. Only one contract (5.0%) in the Professional sample contained such a provision. No contracts in the Clerical sample contained a reference to bonus payments. Virtually all of the contracts that did contain bonus payment provisions stated or clearly implied that such payments were a management prerogative. The following clause from a Sales sample contract is illustrative:

> All bonuses and commissions shall not be considered salary, but are to be considered as extra compensation over and above the minimum salary, provided, the Union recognizes the matter of bonus and commission is a matter within the discretion of the Employer.

The last item in this category (Question H6) asked whether the contract provided for jury duty pay. Pay for this non-work activity was, contrary to expectations, only infrequently provided in the contracts. Three contracts in the Professional sample provided that employees should receive compensation for time spent on jury duty;

one contract in the Clerical sample contained a similar clause. No contracts in the Sales sample provided for jury duty pay. The following clause from a Professional sample contract is representative of those contracts providing for jury duty pay:

> An employee called for jury duty shall notify the Company promptly, and the Company will pay the difference between the amount received by the employee as juror's fees and the regular straight-time pay lost by the employee as a result of such jury duty.

It should be noted that five or 15.6% of the contracts in the Sales sample did contain references to jury duty. All five contracts contained virtually identical clauses. The following is illustrative:

> When an employee serves on any jury, and when such service causes him to be absent from work, to the extent practicable, the company shall make every effort to arrange such employee's work schedules in such a manner to allow the employee to regain as much as possible of the time lost from work.

In summary, few contracts from the three samples contained jury duty clauses. In the Professional and Clerical samples all contracts with such clauses provided that employees shall receive compensation for time lost from work. In the Sales sample, all of the relevant contracts provided that employees be given an opportunity to make up the time lost from work.

Union Impact on Compensation

The data presented for categories G and H indicate

the extent of union participation in decision-making on the compensation that workers receive from performance in the company.

A historical first in collective bargaining, and still one of the most vital (and widely acknowledged) concerns of unions, is with the various matters related to the compensation employees shall receive for performing their designated functions in the company. The days when unions bargained only over wages, leaving all other payments to the discretion of management, are long gone, however.

The interests or objectives which prompt unions to pursue a particular wage policy have been identified by Barbash as including status, economic, technological, and social policy interests.[1] Status interests are reflected largely in attempts by unions to maintain an acceptable balance in wage rates and earnings among employees performing different functions in the company. Uniform wage rates which do not take into account the diverse skill levels, etc., would almost certainly be unacceptable to many employees, particularly those with high skill and of long service. Economic interests express themselves,

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[1]Jack Barbash, The Practice of Unionism (New York: Harper and Brothers, 1956), pp. 124-135.

for example, when unions argue for cost-of-living increases during periods of rising costs, and, conversely, maintenance of purchasing power during the downswing in the business cycle or during periods of recession. Social policy interests are reflected in union arguments for particular wage arrangements on humanitarian or ideological grounds. Thus unions will argue that women performing the same tasks as men should receive the same rate of pay.

The extent to which each of these interests is reflected in the contracts analyzed in this study is impossible to determine from examination of the contracts alone. For, as Barbash notes:

> The precise weight which these considerations will get in any final wage bargain will, of course, vary with the specific circumstances. There is also a large measure of interrelatedness among these pressures operating on the union,[1]

A most notable impact of unions on compensation is to be found in the guaranteed wage and employment plans found in the contracts. The impetus for such plans by their very nature would seem to come from the unions. For example, while the employer may be interested in regularizing employment, few employers would, on their own initiative, go so far as to guarantee wages or

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[1] Ibid, p. 124.

employment even to a small portion of their employees. An exception would be where the employer feels confident that there will be no reduction in employment or general wage levels for the duration of the contract period.

However arrived at, the incorporation of a guaranteed wage or employment plan (or both) into the contract, regardless of the limitations or qualifications placed on the plans, constitutes a significant extension of union decision-making. Such plans not only give to the employees a great deal of security, but at the same time place real restrictions on the freedom of the employer to manipulate his work force to adjust to changing business conditions.

Such guarantees have not become a subject of bilateral decision-making in the majority of contracts in each of the three samples. Perhaps a more interesting, although not entirely unexpected finding, is the disparity in the proportion of contracts providing guaranteed wage plans between the contracts in the Professional sample and those in the Clerical and Sales samples.

The effect of a guaranteed employment plan on management is similar to that of a guaranteed wage plan. The same small number of contracts in the Clerical and Sales samples contained each type of plan. A much smaller proportion of contracts in the Professional sample provided for an employment plan than for a wage

plan (45.0% versus 15.0%). In both cases the proportions were higher than for either of the other two samples.

Contract clauses dealing with wage rates and wage increases always constitute a major portion of the contract. All unions are interested in obtaining a voice in deciding the renumeration employees shall receive for performing productive work in the company, and virtually all unions obtain such a voice. In most relationships this means the employer, by virtue of being a party to the contract, commits himself to a particular wage payment level for the duration of the contract. Under most collective bargaining contracts the general minimum wage level (not individual wage rates) decided upon during negotiation of the contract remains constant for the duration of the contract.

Within established wage rate ranges, the specific rates employees are paid, and the method by which these are determined, vary considerably among different unions. The status interests of the union and its members may be the paramount considerations in deciding whether to have wage increases based on length of service, merit criteria, or on some combination of both.

At least three-fourths of the contracts in each sample provided for automatic wage increases. Only in the Professional sample did even a substantial minority of contracts provide for merit progression plans.

Increases on merit criteria gives to management a much larger voice in determining individual wage rates, than it has under an automatic progression plan. Judgment of merit is invariably a management function.

Closely related to wage progression plans is a dilemma commonly encountered by unions in collective bargaining; namely, the desire for the security of regularized wage increases and the freedom, important particularly to white-collar workers, of being able to obtain wage increases on their own merit through individual negotiations with the employer. Thus, we find a substantial proportion of contracts in the Professional and Clerical samples (35.0% and 30.0% respectively) providing, not only for automatic or merit progression plans, but also stating that employees may negotiate individually with the employer for wage increases over and above those guaranteed to them by the contract. Such provisions were non-existent in the Sales sample.

For the employer, such provisions require that he not only negotiate with the union regarding general wage levels and progression plans, but also with the individual employee for merit increases.

In the past two decades the union policy of "more-and more" has increasingly been translated into various forms of fringe and/or employee benefits. For a variety of

reasons the attention of unions (and employers) has increasingly been directed towards obtaining money and other payments not directly a consequence of work performance.

Compensation by virtue of the fact that one is employed by a particular company may range from health and welfare plans providing benefits to the workers (and occasionally to his dependents), to bonus, severance, and paid jury duty leave, to list only a few of the benefits employees are obtaining via the collective bargaining process.

Health and Welfare plans relate to a great number of contingencies, and almost any list would include one or more of the following: sickness, surgical and medical care, hospitalization, sick-leave pay, life insurance and death benefits. Many of these benefits, before collective bargaining, were supplied and sponsored by and at the impetus of the employers.

The large majority of contracts in each sample provided for health and welfare plans. The extensiveness of the coverage and the source of the plans varied, as might be expected.

There is another group of non-wage payments which were much less frequently provided for in the contracts than were health and welfare plans. Paid sick-leaves were an exception. At least 70.0% of the contracts in each sample stipulated that employees were entitled to paid

sick-leaves. The other forms of non-wage payments were provided in a relatively small proportion of contracts. In no sample did as many as one-half of the contracts provide for severance payments, bonus payments, or jury duty pay. Slightly over one-half of the contracts (56.2%) in the Sales sample did provide for pension plans, however. There was much variation in the proportion of contracts in each sample containing one or more of these benefits. Furthermore, there was little to suggest that inclusion of one benefit necessarily meant that the contracts would be more likely to also provide for other benefits. This can be illustrated by the fact that a much larger proportion of the Professional sample contracts provided for severance pay benefits than either of the other two samples; precisely the reverse held true with respect to the presence of bonus payment provisions.

I. Grievance Procedure

Scope of Grievance Procedure. The first two items in this category obtained data on the scope of the grievance procedure. Question I1 asked whether the contract defined what may be taken up as a grievance. The percentage of contracts in each sample containing this item will not be given. It was a very complex item to code and the data obtained were not precise enough to merit tabulation. It

is sufficient to say that procedures by which employees may protest alleged or real injustices caused by management were provided in virtually all of the contracts in the three samples. Every contract but one, in the Sales sample, contained a procedure for the systematic handling of grievances, the successive steps through which they might be carried, and a procedure for their final settlement by an impartial agent.

A few of the contracts opened the grievance machinery to any dispute arising from administration of personnel policy, as illustrated by the following clause from the Professional sample:

> Any [employee] or group of [employees] hereunder who have a grievance concerning any action of the Company affecting them shall be entitled to have such grievance handled in accordance with the procedure established in Section 22 of this Agreement....

A very small number of contracts enumerated specific matters which might be taken up as grievances. These contracts sometimes failed to make clear whether other matters were also grievable. The scope of the grievance procedure in the great majority of contracts can be illustrated with the following clause from a Professional union contract:

> A grievance is defined as a written claim or dispute against the Company by an employee or the Union concerning the interpretation and application of the terms of this Agreement.

Contracts did differ, and many expressly provided that certain matters were not grievable. Question I2 asked whether the contract excluded the discipline and discharge of probationary employees from the grievance machinery. The results are given in the following table:

TABLE XXV

PER CENT DISTRIBUTION OF CONTRACTS WITH CLAUSES CONCERNING SCOPE OF GRIEVANCE PROCEDURE BY OCCUPATIONAL STATUS AND TYPE OF CLAUSE

Occupational Class Covered	Type of Contract Clause: "Discipline and Discharge of Probationary Employees not Subject to Grievance Procedure" — Present No.	Present %	Absent No.	Absent %	Total No.	Total %
Professional	12	60.0	8	40.0	20	100.0
Clerical	3	23.1	10	76.9	13	100.0
Sales	4	12.5	28	87.5	32	100.0

There was wide disparity among the samples with regard to the proportion of contracts which did not give probationary employees recourse to the grievance procedure. For these employees the requirement that discharges be made only for "just cause" has little meaning. The following clause from a Clerical sample contract is

illustrative:

> The Employer shall have the right to discipline or discharge any employee within the period of thirty (30) working days from the date of beginning of employment. This right shall be absolute and shall not be subject to review.

Not all of the contracts were quite this dogmatic. Some did permit review of the facts on which the discharge was based, and others did not mention discipline. Probationary periods ranged from thirty days, in most of the Clerical and Sales sample contracts, to twelve months in five Professional sample contracts.

Representation of Grievances. Question I3 asked whether the contract specified how complaints should be initiated. Before the data are presented a few comments on how this item was handled are in order since the contracts were seldom clear on the subject. The contract references to this item were divided into two groups: 1) employee-initiated complaints - i.e., those contracts which stated that the employee personally take up his complaint with a company representative at the first step, and 2) union-initiated complaints - i.e., those contracts requiring or permitting union participation in presenting the complaint to management. The specific object was to obtain data on those contracts providing for employee-initiated grievances as contrasted with those contracts which required or made optional union participation, or

contained no reference to initiation of grievances. The results are given in the following table:

TABLE XXVI

PER CENT DISTRIBUTION OF CONTRACTS WITH CLAUSES CONCERNING INITIATION OF GRIEVANCES BY OCCUPATIONAL STATUS AND TYPE OF CLAUSE

Occupational Class Covered	Type of Contract Clause: "Employee Initiation of Grievances at First Step" — Present No.	Present %	Absent No.	Absent %	Total No.	Total %
Professional	11	55.0	9	45.0	20	100.0
Clerical	1	7.7	12	92.3	13	100.0
Sales	1	3.1	31	96.9	32	100.0

One Professional sample contract provided that "The employee shall first orally discuss his grievance with his supervisor." Another, from the same sample, stated:

> The grievance must be presented to the Employer within five (5) working days after the grievance occurs, unless circumstances beyond the control of the aggrieved prevent such filing.

A contract which expressly provided for union presentation of the complaint is the following from the Clerical sample:

> All disputes, complaints or grievances arising out of this Agreement shall be first taken up between the Union and the [Employer] and, failing satisfactory settlement thereof, either side shall refer such dispute to the Board of Adjustment established by this section.

Question I4 asked whether the contract outlined the steps to be followed in adjusting grievances. All of the contracts, except one in the Sales sample, provided for the appeal of grievances to successively higher levels of management.

Out of the twenty contracts in the Professional sample, nine contained a three-step procedure, five a four-step, three a five-step, and two contracts provided for a two-step grievance procedure. Out of the thirteen contracts in the Clerical sample, eleven provided for a three-step procedure, with one contract providing for a two-step, and one contract for a four-step procedure. Out of the thirty-two contracts in the Sales sample, twenty-three contained a three-step procedure, five a two-step, two a four-step, and one contract provided for a five-step grievance procedure.

The three-step grievance procedure was clearly the most prevalent in all three samples. In terms of the participants, all of the three-step procedures were similar in outline, and can be illustrated with the following clause from a Clerical sample contract:

> All grievances or differences arising during the existence of this Agreement which cannot be settled by the Employer and the Union shall be submitted to said [Adjustment] Board, in writing for adjustment....
>
> In any case in which the Board cannot reach a decision within the required time, the parties hereto agree to submit said case to arbitration....

Question I5 asked whether the contract specified the time limits within which the grievance had to be presented after occurrence of the act upon which it was based, or after the employee had acquired knowledge of the conditions existing. Such limits were specified in the majority of contracts in each sample.

Seventeen out of twenty contracts (85.0%) in the Professional sample contained time requirements. One contract provided limits only with regard to discharge appeals. In the Clerical sample nine or 69.2% of the contracts stipulated time requirements. Of these, six applied only to discharge appeals. In the Sales sample nineteen or 59.4% of the contracts contained time limits, and more than one-half of these (thirteen) applied only to discharge.

Most frequently, discharge complaints had to be filed within three or four days of discharge to receive consideration; other grievances were generally given a longer period. An illustrative clause from a Clerical sample contract states:

> Any complaint or grievance arising under this Agreement must be presented...within thirty (30) calendar days following the event causing such

> complaint or grievance; provided, however, that in the event of a grievance concerning a discharge, the grievance must be presented within three (3) working days following the discharge, and providing further, that grievances involving clerical or administrative errors may be presented within one (1) year of the date of such error.

Appeal Procedure. The subject of when grievances are made a matter of written record was explored with Question I6. Out of the twenty contracts in the Professional sample, fifteen or 75.0% provided that grievances be put in writing (nine at the first step, and six at the second step). Eight or 61.5% of the contracts in the Clerical sample called for grievances to be put into writing (six at the second step, one at the first, and one at the third). A somewhat smaller proportion of the contracts in the Sales sample contained such a provision, thirteen or 40.0% (seven at the second step, four at the first step, and one at the third step).

The extent to which time limits for the consideration of grievances at each step of the procedure have been incorporated into the contract was explored with Question I7. The effect of such a requirement is that it imposes upon management the obligation to make its decision within a specified period of time at each level.

All of the contracts in the Professional sample provided for time limits on appeal decisions. Twenty-nine

or 90.6% of the contracts in the Sales sample likewise contained such a requirement, as did nine or 69.2% of the contracts in the Clerical sample. The length of time at each step varied considerably, as did the steps for which time limits were stipulated. The nature of such a requirement can be demonstrated with a contract from the Clerical sample which provided that a decision on appeal at step two be made within one day, at step three, within forty-eight hours, at step four, within one week, and at step five - the arbitration step - a decision must be rendered within five days.

Arbitration Procedure. Question I8 obtained data on the arbitration procedure established to settle disputes after the parties failed to settle the disputes through direct negotiations. All of the contracts containing grievance procedures provided for arbitration as the final step. In all of these contracts, within the authority granted the impartial agent, his decision was final and binding.

The impartial agents were variously designated as arbitrators, impartial chairmen, or umpires. The form of arbitration most often mentioned was the tripartite arbitration board composed of an equal number of union and employer representatives and an impartial chairman. The data are given in the following table:

TABLE XXVII

PER CENT DISTRIBUTION OF CONTRACTS WITH CLAUSES CONCERNING ARBITRATION PROCEDURE BY OCCUPATIONAL STATUS AND TYPE OF CLAUSE

Occupational Class Covered	Type of Contract Clause: "Arbitration Board" — Present No.	Present %	Absent No.	Absent %	Total No.	Total %
Professional	12	60.0	8	40.0	20	100.0
Clerical	9	69.2	4	30.8	13	100.0
Sales	16	50.0	16	50.0	32	100.0

All of the contracts not providing for an arbitration board, with few exceptions, provided for a single arbitrator. One or two contracts were not clear on who was to do the arbitrating, and four contracts in the Sales sample gave the option of having either a single arbitrator or an arbitration board.

Question I9 asked whether the contract specifically excluded certain subjects from arbitration. The results are given in the following table:

TABLE XXVIII

PER CENT DISTRIBUTION OF CONTRACTS WITH CLAUSES CONCERNING ARBITRATION PROCEDURE BY OCCUPATIONAL STATUS AND TYPE OF CLAUSE

Occupational Class Covered	Type of Contract Clause: "Limitations on Arbitration" — Present No.	Present %	Absent No.	Absent %	Total No.	Total %
Professional	12	60.0	8	40.0	20	100.0
Clerical	4	30.8	9	69.2	13	100.0
Sales	9	28.8	23	71.2	32	100.0

The scope of arbitration is automatically limited by the content of the contract itself; most contracts restrict arbitration to disputes growing out of the interpretation and application of the contract. Those subjects most often mentioned as not being arbitrable (in addition to matters pertaining to probationary employees) were: negotiation of a new contract, modification of contract provisions, local union jurisdiction, renewal of the contract, and discharges to reduce the work force due to economic reasons.

The following clause from a Sales sample contract is illustrative:

> The arbitrator shall not have the authority to decide questions involving the jurisdiction of any local, or of the International, or which may in any way affect or change the union security clause, nor shall the Arbitrator have the authority to effect a change in, modify, or amend any of the provisions covering wages or working conditions to be incorporated either in a new agreement or any subsequent annual agreement.

Union Impact on Performance and Managerial Authority

The data presented for Category I indicated the extent to which the unions have obtained a voice in the administration of established rules and regulations.

Legal authority in the company is in the hands of the owner or his legally designated representative. The establishment of a collective bargaining relationship and the negotiation of a written contract automatically invades areas of decision-making which were formerly prerogatives of the management. Decision-making rights are reserved to the management except as abridged or curtailed by the terms of the contract. Furthermore, the administration and interpretation of the contract, as well as other established personnel policies, always remain management prerogatives. Even when the contract sets forth what must be done, the management determines precisely how it shall be done. It is for this reason that when an infraction of the rules occurs, management may promptly proceed to discipline the worker, etc.

This authority to manage the work force in its day-to-day activities inevitably gives rise to disputes and discontents. To the employees a grievance procedure provides an organized channel for complaints. It gives to them the right to appeal management decisions, both to successively higher levels of management and (if satisfaction cannot be obtained) to an arbitrator. Through the grievance procedure, the union and the employees obtain an effective voice in assuring that the contract will be properly interpreted and applied.

The handling of grievances is one of the most important functions of modern unionism. The impact of this function can only be judged in terms of the day-to-day effectiveness for disposing with worker discontents. Nevertheless, the grievance process is carried on within, and limited by, the formal procedure established for the handling of grievances by the contract. It is in this sense that the contract indicates the extent to which the unions share in managerial authority.

Only one contract in all three samples failed to provide for a grievance procedure. With only a few exceptions, the contracts in all three samples defined the scope of the grievance procedure as dealing with disputes and discontents arising as a result of the interpretation and application of the contract. Under such a requirement

it becomes necessary for the aggrieved employee or union to demonstrate that the contract has been violated. This requirement should not obscure the fact that unions generally have wide latitude in claiming that the contract was violated on almost any complaint.

Only in the Professional sample did more than one-half of the contracts specifically state that discharge and/or discharge and discipline of probationary employees could not be taken up as a grievance. Similarly, only in the Professional sample did a majority of the contracts require that grievances be presented to management by the employees involved. From the literature, one is led to suspect that this finding reflects an important element of the Professional work creed: namely, the desire for maximum independence in working out individual problems with management.

In sum: while few procedures were exactly alike, either in terminology or content, they were very similar in their broad outlines. That is, all provided for an appeals procedure, and all provided for arbitration as the final step.

CHAPTER V

RESULTS AND CONCLUSIONS

This chapter has two objectives: 1) to summarize the findings by means of graph profiles, and 2) to place in perspective the work done in this thesis in terms of the interrelationship between the written contract and the posture of the union in the total union-management relationship.

The data presented thus far have consisted of an item-by-item comparison of specific contract features. A comparison of individual contract features has the merit of permitting precise analysis. This is important because in a real sense each contract feature has consequences for a different aspect of the work situation. However, by paying attention only to the particular, the patterns evident in collective bargaining contracts tend to be obscured. Many and varied features are included in contracts, and all are not of equal significance. Some greatly restrict managerial authority, others do so only slightly; still others state that managerial authority is not to be restricted.

Let us summarize the findings then, by seeing the

extent to which discernible patterns have emerged in terms of the types and variety of subjects included in the three samples of white-collar union contracts. To avoid unnecessary repetition, and for purposes of clarity, graph profiles based on specific contract features will be presented for each area of decision-making. By keeping in mind the discussion of the impact of the various contract features on management, presented in Chapter IV, it will be possible to gain a more general picture of the extent to which the unions have affected the decision-making process.

The profiles graphically show the items contained in the contracts covering each occupational category. They indicate the proportion of contracts containing each item and the contract features around which each occupational group tends to cluster. Similarly, the profiles show the extent to which inclusion of one contract feature coincides with the presence or absence of certain other features. Matters such as these are somewhat obscured when considering only one item at a time.

The profile shown in Figure 1 shows the distribution of contracts in each occupational category which contained those items in the area, Worker Group.[1]

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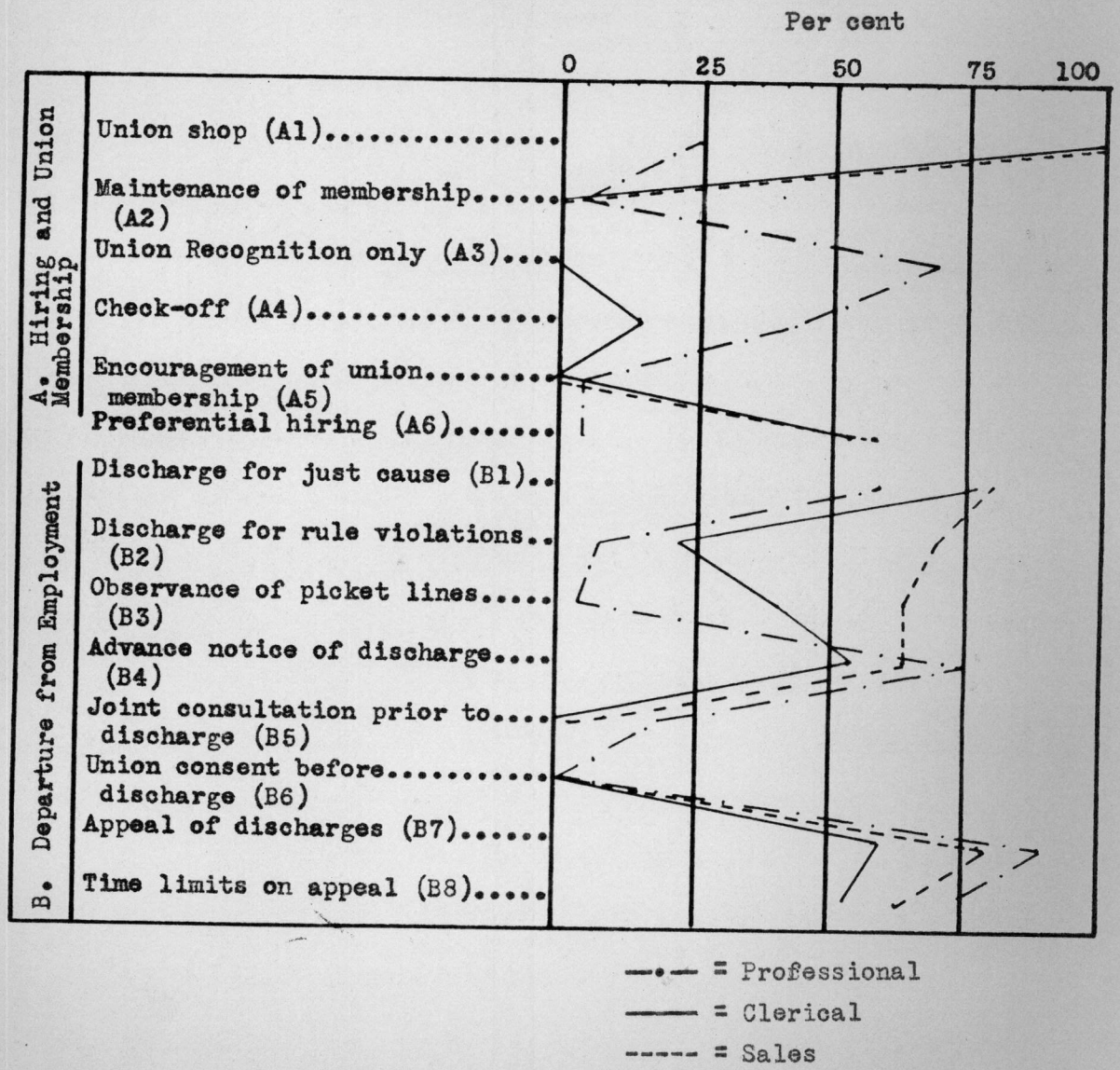
[1]Due to space limitations, only the necessary number of words will be used to describe each contract feature. The code number is also given, and the reader interested in the detailed wording is referred back to Chapter III.

Figure 1.--Per Cent of Contracts in Each Occupational Category Containing Each Contract Item in the Area Worker Group



One striking characteristic about the category, hiring and union membership, is the almost identical percentage of contracts in the Clerical and Sales samples containing each item. Perhaps most striking was the fact that in these two samples all of the contracts provided for compulsory union membership as contrasted with only one-fourth of the contracts in the Professional sample. The remainder of the items in this category, with the exception of A4 and A6, were dependent upon the type of union security clause and tended to vary accordingly. Over one-half of the Clerical and Sales contracts contained clauses giving some degree of preferential consideration in hiring to union members (A6). Less than one-tenth of the Professional sample contracts contained such a provision.

With respect to the impact on management of each occupational group, we see Professional union contracts leaving virtually unaffected the freedom of the employer to hire whomever he wishes. In contrast, all of the contracts covering Clerical and Sales workers have obtained that amount of control over hiring which accrues from compulsory union membership. In addition, a majority of unions obtained at least some degree of preferential consideration for union members.

In the category, departure from employment, joint consultation (B5), and union consent (B6) prior to discharge were provided in fewer than one-tenth of the contracts

in all three samples. This finding was not surprising, since their inclusion means that, to varying degrees, the right of management to make the initial decisions regarding discharges would be narrowed. Over one-half of the contracts in each sample contained "just cause" clauses (B1); only in the Sales sample did that many contracts contain "discharge for rule violation" clauses (B2). The highest proportion of contracts dealing with "grounds for discharge" (B1 through B3) were contained in the Clerical and Sales samples. The Professional sample contained the highest percentage of contracts dealing with "discharge procedure" (B4 through B6) and "discharge appeal" (B7 and B8).

In general, a majority of the white-collar union contracts provided that discharges could be made for just cause, that employees receive advance notice of discharge, that the discharged employee be permitted to appeal, and that appeals be made within a specified period of time. These represent important restraints on the freedom of the employer to make arbitrary discharges. At the same time we saw virtually no unions requiring the employer to consult with or obtain union consent prior to making discharges. There was a tendency for Professional unions to give more emphasis to how discharges would be effected and how they would be appealed, than to clauses dealing with grounds for discharge. Among the Clerical and Sales

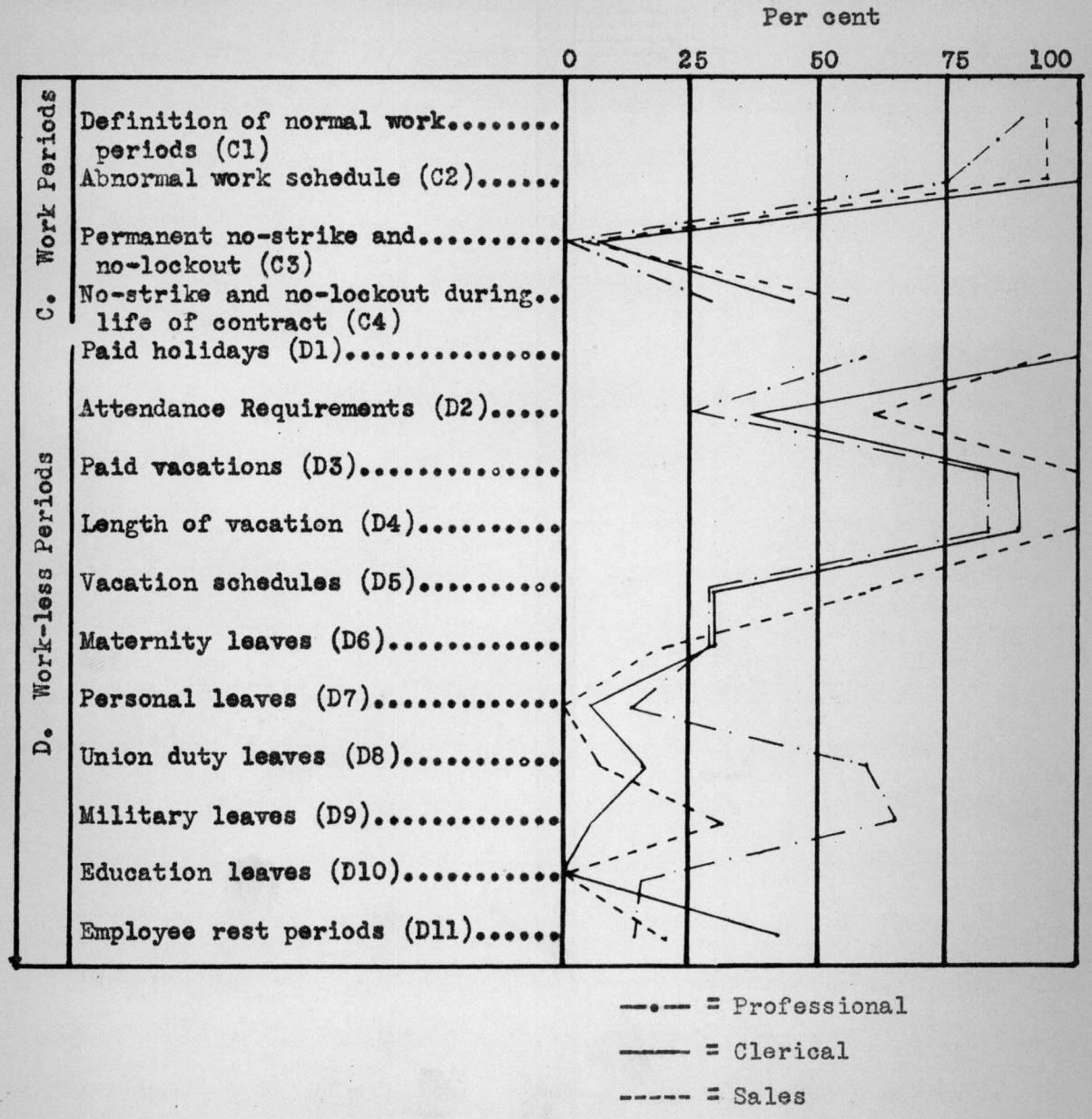
union contracts, clauses dealing with grounds for which employees would and would not be subject to discharge were frequently specified in meticulous detail. Discharge and appeals procedures were not nearly so carefully outlined.

Figure 2 summarizes the distribution of contracts in each sample that contained the items in the area, Work Time. We see that the most frequently provided features in all three samples (C1, C2, D1, D3 and D4) represent historical firsts in collective bargaining. Of the five items, only one (D1 in the Professional sample), was contained in fewer than three-fourths of the contracts. All white-collar unions seem to be equally concerned with these traditional subjects of collective bargaining.

Leaves of absence (D6 through D10) tended to be infrequently provided. Only two types of leave, union duty and military leave, were provided in more than one-half of the contracts, and in both cases they were contained in the Professional sample.

In general, a high proportion of Professional unions participated in the determination of matters pertaining to when work would be performed, and vacation practices, with the exception of when vacations would be taken. They were generally inconsistent with respect to determination of leaves of absence; few contracts dealt with the problem of insuring against work stoppages during the life of the

Figure 2.--Per Cent of Contracts in Each Occupational Category Containing Each Contract Item in the Area Work Time



contracts. No contracts contained no-strike and no-lockout clauses.

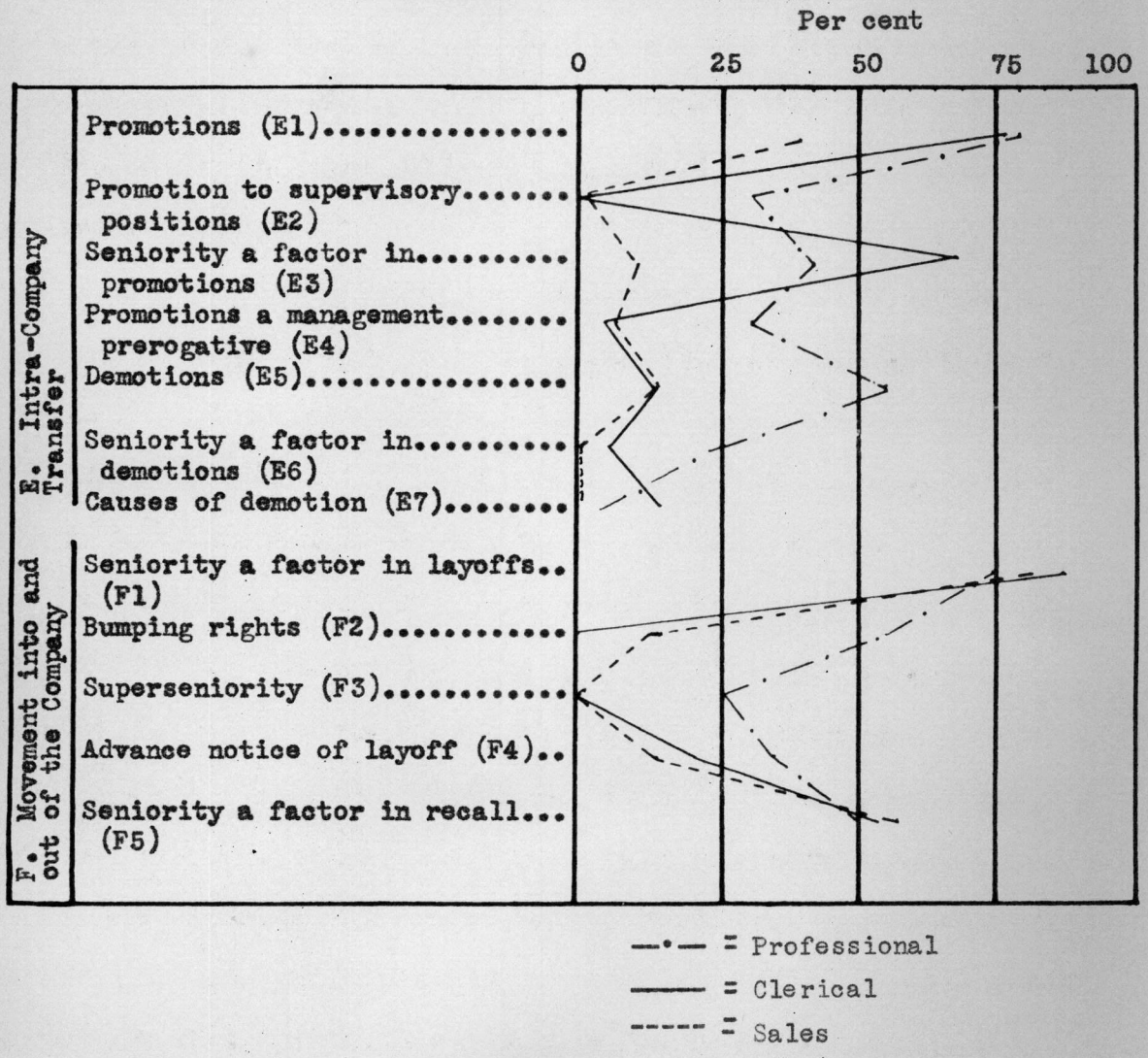
A uniformly high proportion of Clerical and Sales contracts specified when work would be performed, and holiday and vacation practices. With almost no exceptions, a uniformly small proportion of Clerical and Sales unions obtained a voice in the determination of the reasons and times when employees would be permitted to take leaves of absence.

Figure 3 summarizes the distribution of contracts in each sample that contained the items in the area, Deployment.

The most striking feature about the category, intra-company transfers, is that all but one of the items (E3) were contained in a higher proportion of Professional union contracts than in either of the other two samples. Most of the items were contained in fewer than one-half of the contracts in all three samples. In the Sales sample only one item (E1) was contained in more than one-fourth of the contracts. Significantly, a relatively high proportion of the Clerical contracts provided for seniority as a factor in promotions. This does not necessarily mean that seniority has become an important criterion.

Three somewhat disparate patterns have emerged with respect to the items in this category. In the Professional

Figure 3.--Per Cent of Contracts in Each Occupational Category Containing Each Contract item in the Area Deployment



unions a relatively high proportion of contracts mentioned promotions. However, almost as many made promotions a management prerogative as mentioned seniority. In a similar vein, while over one-half of the Professional union contracts mentioned demotions, seniority as a factor was mentioned in fewer than one-fourth of these contracts. Managerial discretion, with respect to promotions and demotions, has not been greatly restricted by the Professional union contracts examined in this study.

The majority of Clerical unions have acknowledged seniority as a factor in promotions. As was noted earlier, two-thirds of these made seniority a secondary consideration. This does not represent a significant union voice in the determination of promotions.

The most striking feature about the Sales union contracts was that they were almost wholly devoid of clauses dealing with any aspect of intra-company transfers. Promotions were not even mentioned in one-half of the contracts; demotions were mentioned in fewer than one-fourth of the contracts. The more general point is that these matters, in the majority of contracts, have not been recognized as bargainable; unilateral management control has been left almost intact.

The most striking finding in the category, movement into and out of the company, was the uniformly high

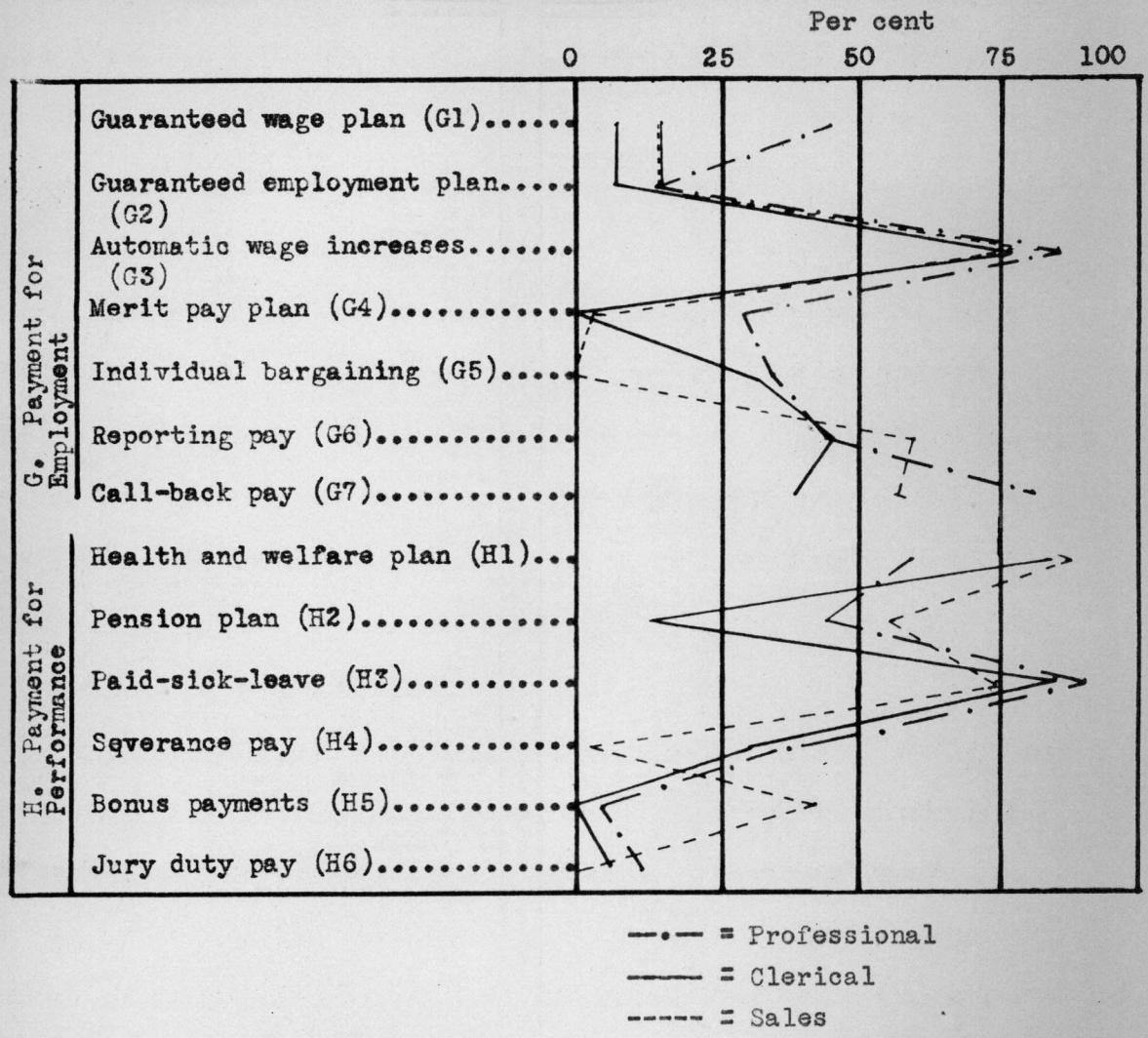
proportion of contracts in each sample that provided for seniority as a factor in layoffs. This should not be confused with impact or depth of union participation in layoffs, which was not great in any of the contracts. Only about three-fourths as many contracts provided for seniority as a factor in recall, but again, the percentages for the three samples were almost identical. Clauses dealing with bumping rights, superseniority, and advance notice of layoff were provided in fewer than one-half of the contracts in all three samples. However, all three items were contained in a higher percentage of Professional union contracts than in either Clerical or Sales contracts.

The profile in Figure 4 summarizes the contracts in each category which contained the items in the area, Compensation.

In no sample did as many as one-half of the contracts provide for guaranteed wage and/or employment plans (G1 and G2). Fewer than one-fourth of the contracts in the Clerical and Sales samples contained such plans. Almost one-half of the Professional sample contracts did contain guaranteed wage plans. Such plans represent important innovations in collective bargaining, and, in general, do not appear to have found wide popularity among white-collar unions, particularly Clerical and Sales unions.

Of the two types of wage payment plans on which data

Figure 45.--Per Cent of Contracts in Each Occupational Category Containing Each Contract Item in the Area of Compensation



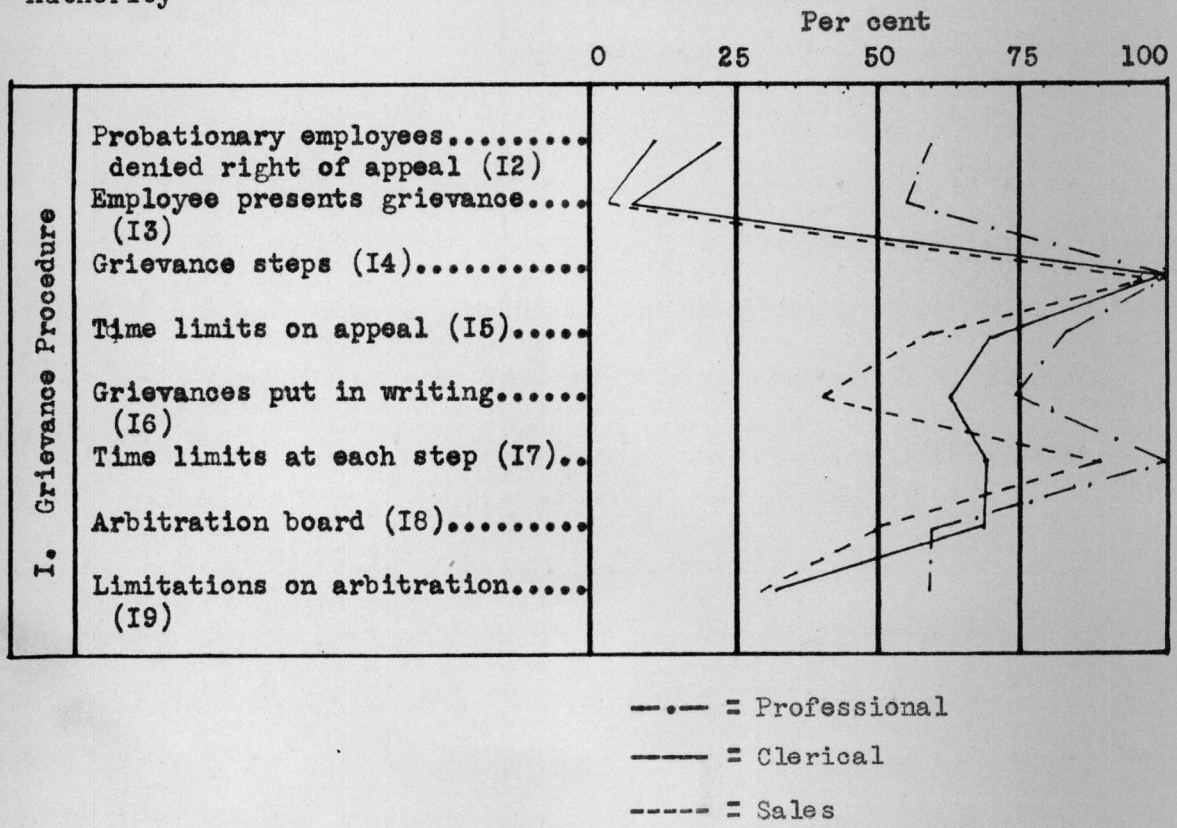
were obtained (G2 and G3), automatic or length of service-based plans were by far the most popular in all three samples. Merit increase plans had almost no representation in the Clerical and Sales samples. In the Professional sample slightly fewer than one-third of the contracts contained such plans. The total lack of merit increase plans in the Sales sample was further attested to by the fact that no contracts provided that employees could negotiate individually with the employer for wage increases. Approximately one-fourth of the contracts in the other two samples did contain such a provision. The highest percentage of contracts providing for call-back pay was contained in the Professional sample. At the same time the Professional sample contained the smallest percentage of contracts with reporting pay provisions.

In the category, payments for employment, the items contained in the highest percentage of contracts in all three samples were health and welfare plans and paid sick-leave. Only in the Professional sample did fewer than three-fourths of the contracts provide for both of these benefits. Contracts dealing with severance pay, bonus payments, and jury duty pay were found in fewer than one-half of the contracts in all three samples. Particularly surprising was the fact that in no sample did as many as one-fourth of the contracts provide for jury duty pay.

Figure 5 shows the profile of the distribution of contracts containing those items in the area, Performance and Managerial Authority. Item I1 deals with the scope of the grievance procedure; it is not shown since the specific percentages were not obtained. Virtually all contracts gave to the employees the right to challenge managerial decisions. And virtually all contracts provided a series of steps (I4) through which grievances could be carried to successively higher levels of management. Similarly, almost all of the contracts provided for arbitration as the final step in the grievance procedure; in all cases within the authority granted the arbitrator, his decision was final and binding. In these basic respects the contracts covering the three categories of white-collar workers were almost identical.

There was considerable variation with respect to some specific features of the grievance process. More than one-half of the Professional sample contracts specifically provided that discharge of probationary employees was not open to appeal (I2). Fewer than one-fourth of the contracts in the other two samples contained such a provision. In a similar vein, more Professional union contracts mentioned specific items that are outside of the scope of arbitration machinery (I9) than either of the other two samples.

Figure 5.--Per Cent of Contracts in Each Occupational Category Containing Each Contract Item in the Area Performance and Managerial Authority



Also, while more than one-half of the Professional sample contracts stated that the aggrieved employee present his complaint to management at the first step (I3), fewer than one-tenth of the contracts in the Clerical and Sales samples contained such a requirement. With respect to the appeals procedure, a considerably higher percentage of Professional union contracts stated time periods within which grievances had to be presented (I5), specified the step at which grievances had to be presented in writing (I6), and stipulated time limits for consideration of grievances at each step (I7). This same concern with procedural items in the Professional sample was evident with respect to discharge.

The course of this study has not been such as to encourage smooth generalization at the close. No systematic attempt was made to assign weights to the various contract features so as to permit judgments about the relative impact of each occupational group on managerial decision-making. In general, it can be said that evidence has been assembled to support the assertion that important differences in extent of white-collar union decision-making do exist when classified on the basis of occupational status. This is not to under-estimate the basic similarities in contract content of the three groups of unions, as indeed of all unions. Perhaps most significant in

terms of over-all union impact on managerial authority were the well defined grievance procedures in virtually every contract in all three samples. Other matters were left virtually untouched by all three. Many characteristics unique to each occupational category were also observed and have been summarized. The more general question of why these particular patterns emerged was outside the scope of this study, and poses a significant problem for future research.

It is well at this point to take note of the limitations of simply analyzing the contract. Its full impact can rarely be determined by knowing only what it contains. The gap between the actual impact and the language in the contract may be large and significant. The relationship between what the contracts says and how it is actually carried out must be taken into account before any substantial confidence can be placed in statements on the extent to which the union, through the contract, influences the decision-making process. Differences in administrative practices and interpretation of similar or identical clauses will exist, which may lead to widely divergent results.

Administration of the contract is a two-way process. Management makes the initial decisions regarding its application, while the union may challenge those management decisions felt to violate the contract. There may,

however, be much variation in the extent, frequency, and manner in which each side exerts its rights.

While the terms of the contract are not the end of the collective bargaining relationship, they do represent the framework within which unions and management arrange their day-to-day relationships. The contract remains the most tangible manifestation of the extent to which management discretion over matter affecting the employees has been limited by unions via the collective bargaining process.

The limited scope of the study and consequent simplicity of the analysis necessarily imposed restrictions on the degree to which generalizations could be derived from the study. Despite its limitations, it is the writer's view that the type of work done in this study constitutes an essential first step in understanding and explaining the significance and impact of the development and growth of white-collar unionism. To this end, further investigation of white-collar union contracts, comparing them with blue-collar union contracts, along with investigation of how the contracts are actually applied in different relationships, would be of much benefit.

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TYPED BY

Patricia Ann Kovel