

Collective Agreements in the United States during 1926

The United States Bureau of Labour Statistics has published a bulletin containing extracts from collective agreements made during the year 1926.¹ The object of the publication is to show some typical agreements made in each trade. Since 1912 the Bureau has been making a collection of collective agreements, though this collection only represents a small part of the agreements actually concluded. The number of agreements concluded annually is, indeed, not known; most of them are not printed, while many of them are not even reduced to writing.

Sometimes an agreement consists, partly or entirely, of an undertaking by the employer to observe the rules, by-laws, or constitution of the union. Inter-State organisations often contain clauses in their constitution which must be inserted in the agreements made by all unions that come under their jurisdiction. On the other hand, it may be stipulated that the employer shall not be required to observe the union's rules.

There is no uniform method of making agreements. Sometimes they are made by the local union, sometimes by district councils or groups of local unions; in other cases the national officers of the union may make the agreement or assist in drawing it up. In the first case the consent of the national officers may be required, in the latter case the agreement will have to be returned to the local union for its approval.

A description of typical provisions is given in an outline of the general contents of agreements.

UNION MEMBERSHIP

Agreements usually provide for a "union shop"; that is, one in which all employees must be members of the union. It is sometimes further stipulated that only members "in good standing" in the union may be employed. In other cases a "preferential shop" may be provided for; that is, one in which union men are given preference of employment.

The employer may be required to hire his employees through the union office and to take any capable skilled workmen sent; in other cases, on the contrary, it may be expressly stipulated that the employer is to be allowed to choose his own employees or to determine their competency. If the union is unable to furnish the employer with the employees he requires it is often provided that he shall be allowed to obtain them from elsewhere. Employees hired in this way will usually be obliged to join the union immediately or within a specified time. It is often the rule that if they fail to join the union within the time required they must be dismissed as soon as competent union men can be found to take their places.

¹ UNITED STATES. DEPARTMENT OF LABOUR, BUREAU OF LABOUR STATISTICS: *Trade Agreements, 1926*. Bulletin No. 443. Washington, Govt. Printing Office, 1927. Two such Bulletins have been published previously, the first covering the years 1923 and 1924, the second the year 1925.

The right of dismissal is often limited by the agreement. Sometimes it is provided that a new employee may be discharged within a trial period of two weeks, while after this period he may only be dismissed on notice of from one to two weeks and when good and sufficient cause for the dismissal exists.

The agreement often provides for the election of a shop chairman or committee to look after union interests. The employer is required to admit into his establishment at any time the business agent, organiser, or a committee of the union; he is often, also, forbidden to discriminate against union men for any duties they may undertake on behalf of the union.

Demarcation of functions is another subject often dealt with. Foremen and superintendents are usually not required to be members of the union. In some cases this requirement is made, but it may be stipulated that they are not to be amenable to discipline by the union. Foremen are sometimes required to be appointed by seniority. It is in some cases provided that no member of a firm or stockholder in a company is allowed to do journeyman's work in his own establishment; or else it may be stated that one such member may work in this way without joining the union while others must join the union. According to some agreements journeymen are not allowed to contract for or take work on their own behalf.

Agreements often provide against any limitations being put on the amount of work the employee is required to do.

WAGES

Most agreements state the rate of wages to be paid. This rate is regarded as a minimum and higher wages may be paid. Lower wages may be authorised to be paid to workers handicapped by old age or some other disability. In most occupations wages are reckoned by the week, though in the building and metal trades they are often reckoned by the hour. Generally wages must be paid in cash, in some cases at a stated hour on a specified day.

Agreements often prohibit the giving of a bonus. A piece-work system is often, also, forbidden; where it is allowed it is usual for prices to be settled by a committee, consisting of representatives of employers and employed.

Employers are sometimes required to give security for the faithful observance of the terms of the agreement; an employer who has been unable to pay wages punctually may have to furnish a bond. To take security from an employee is, on the contrary, often expressly prohibited.

HOURS

The number of hours to be worked is always stated in the agreement, which sometimes specifies also the exact hours of beginning and ending work and the period to be allowed for the meal in the middle of the day. There are several cases of a nine-hour day or a fifty-four hour week, but the eight-hour day is generally observed. In the building,

clothing, metal, and some other trades a forty-four hour week is the rule ; in some cases a shorter period is provided.

Provision is usually made for the observance of State holidays, and for the observance of Sunday as a weekly day of rest. In some cases holidays are to be paid for, though in other cases, particularly in the building trades, the contrary is the rule. Several agreements provide for an annual vacation, usually of one week, with pay.

OVERTIME

Provisions are often made to limit the amount of overtime that may be worked. Sometimes it may only be permitted with the consent of the business agent of the union, or of a committee representing the union and the employer ; or it may be allowed only in cases of emergency, or where the union is unable to furnish the help needed.

Rates for overtime vary from one-and-a-half to three times the ordinary rate. The double rate, sometimes even the triple rate, is usually required for work done on Sundays and holidays. Overtime rates may be on a one-minute, a five-minute, or an hourly basis. It is often required that overtime is to be distributed equally among the employees. These overtime rates do not apply to continuous operations or to trades where night work takes place regularly. In such cases a separate scale is often prepared giving a slight increase of wages over the day scale or a decrease in the number of hours worked.

ARBITRATION

Agreements frequently provide for the settlement of disputes by conciliation, and for arbitration when conciliation has failed. Individual disputes are dealt with in the first place by the employee affected and his foreman, then by succeeding higher officials and committees of the union. Where a dispute cannot be settled by an employer with his own employees it is often the rule that it shall come before a "grievance committee" consisting of an equal number of employers and employed. In cases of disagreement the committee is often permitted to elect an independent member.

Provision is often also made for arbitration. Most arbitration boards consist of an equal number of representatives of each side, with an independent chairman appointed by the other members. Decisions of the board are final and binding on both parties.

Strikes and lockouts are often forbidden during the life of the agreement. Sometimes strikes are allowed in specified cases, such as where non-union men are employed, where an employer is in arrears in the payment of wages, when the strike is ordered by the national organisation, or where a general strike exists.

APPRENTICESHIP

Employers are often limited as to the number of apprentices they may employ. The number varies from one apprentice for every three

journeymen employed to one for every fifteen journeymen. According to one agreement in the clothing trade the employment of apprentices is forbidden altogether.

The agreement often provides for the period of apprenticeship, which varies, according to the nature of the occupation, from six months to five years. At the end of this period it is often the rule that the apprentice is to be admitted as a journeyman on passing an examination set by a committee of the union in conjunction with a committee of employers.

UNEMPLOYMENT

Agreements sometimes make provisions to deal with unemployment. According to the usual method it is provided that, where it is necessary to discharge men, the younger employees and those with the shortest periods of service shall be discharged first; similarly, employees shall be taken back in order of seniority and former employees shall be re-engaged before new employees are taken on. Provisions are sometimes made to distribute the work as equally as possible, to turn off men in rotation, or to shorten the length of the working day. In some agreements, especially in the clothing industries, a system of unemployment insurance is provided.

MISCELLANEOUS PROVISIONS

All railway agreements and some others recognise the right of seniority, ability and other qualities being equal.

According to some agreements the employer is to deduct union dues from wages and pay them over to the secretary of the union.

Provisions are often inserted concerning the comfort and safety of employees, such as the provision of washrooms, shelters, fire protection. Employers are sometimes required to insure themselves under the workmen's compensation law.

In those trades where a union label exists which can be placed on products, its use is often made compulsory.

Agreements are usually made for one year. Longer and shorter periods are sometimes adopted, in the former case arrangements being usually made for yearly revision. In the case of agreements that are indeterminate in length provisions are usually made for revision at any time or at stated intervals.