

COLLECTIVE BARGAINING AGREEMENTS IN THE ILWU:

Sample Clauses, War Labor Board Policy,
Wage Rates and Job Classifications .

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A Handbook for Union Representatives //

International
Longshoremen's and Warehousemen's Union ,

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INTRODUCTION

Scope of the Handbook

This handbook is intended to help ILWU representatives in the drafting of agreements and negotiation of contracts covering warehouse employees. It presents a brief summary of War Labor Board procedure, sample contract clauses and wage scales by job classifications for warehousemen in the San Francisco Bay area and the names of the concerns covered by the contracts.

Model sections of agreements are given as an aid to the drafting of union contracts and to assist in negotiations. Where the War Labor Board has ruled on the policy set forth in these sections, the ruling is given in brief, quoting typical cases.

Each contract clause is presented in its best possible form. The analysis of the War Labor Board attitude towards these issues is added so that organizations conducting collective bargaining will be aware of the limitations imposed by the War Labor Board, and will therefore be in position to know what should be accepted through collective bargaining and where more can be gained by submission of the case to the War Labor Board. It should be borne in mind that conclusion of an agreement without taking the case to the War Labor Board has many advantages, particularly in that an agreement can be concluded in a much shorter space of time.

These clauses are not intended to cover every situation. In some cases they will have no bearing on the particular warehouse or plant involved. In others, local conditions may require the addition of entirely new clauses. The contract sections contained in this handbook furnish a guide for the drafting of union agreements.

II

The wage scales and classifications are listed by industry, and industry groups are compiled along lines of comparable work. Wage scales and listings of houses to which they apply will be added to this handbook as the material is compiled for each area covered by the ILWU.

Where the actual wage is higher than the scale called for under the agreement, both are given. This is of importance in presenting evidence for the establishment of wage brackets by the War Labor Board.

Field representatives of the ILWU should not consider this handbook complete for purposes of collective bargaining. To equip themselves to deal with contract questions during this war period they should study the pamphlet on Procedure and Preparation of Cases Before the War Labor Board which is attached to the back cover of the handbook. In addition, they should keep posted on all new developments and changes in the War Labor Board procedure.

The International office will issue supplements to the handbook from time to time. They will contain additional information on wage scales and current rulings of the War Labor Board.

The War Labor Board

The National War Labor Board was established on January 12, 1942, by executive order, to "provide procedures for adjusting and settling labor disputes which might interrupt work which contributes to the effective prosecution of the war." Its original purpose was to act as an intermediary for the peaceful settlement of differences in war industries where the regular machinery of collective bargaining had failed.

The power of the War Labor Board was expanded by Executive Order No. 9250, which gave the Board control over all adjustments in wage rates. The War Labor Board was entrusted with the wage stabilization program of the Administration. Its powers, therefore, became twofold: (1) To assist in the adjudication of

disputes and work for the establishment of harmonious industrial relations to assure continuous war production; (2) to make wage adjustments and enforce wage stabilization in line with the economic stabilization program of the Government. Thus the jurisdiction of the Board extended to all wage changes, and to any disputes over contract clauses which could not be settled by the parties immediately concerned. The wage power of the Board was interpreted to include contract clauses which in any way affected the pay of the worker.

In January, 1943, the National War Labor Board delegated authority over all labor disputes and wage adjustment cases to 13 regional boards. The National Board still retains original jurisdiction over policy making cases and hears appeals from the regional board decisions. It is important that all representatives acquaint themselves with the procedure of the War Labor Board and know the personnel of the regional board with which they deal.

The authority of the War Labor Board was again changed by the President's "Hold the Line" order of April 8, 1943 (Executive Order No. 9328). Under this order the War Labor Board was denied the power to make wage adjustments to eliminate gross inequities and inequalities. One month later (May 12, 1943) the order was clarified as a result of labor protest to restore part of the authority of the War Labor Board in ruling on inequities and inequalities. However, the War Labor Board now operates within a comparatively restricted field in matters of wages. The limits of this field will be taken up in later sections.

War Labor Board Policy

Most of the important War Labor Board policies on contract clauses are presented in the section of the handbook on contracts. The limits of Board rulings and authority on wages require special attention.

The "Little Steel formula" of the War Labor Board is still in effect. This means that the War Labor Board in most cases will permit wage increases only so long as the new wage scale does not represent an increase of more than 15% over wages paid on January 1, 1941. Following the May 12 clarification of the "Hold the Line" order (mentioned above), the War Labor Board regained part of its authority to rule on inequities and inequalities. This authority was defined to include the setting up of wage brackets in all areas covered by the regional boards. These wage brackets, set by hearing and studied by the regional boards, give the minimum and maximum pay for different classifications of work. The War Labor Board can then make wage adjustments to correct inequalities and inequities within the limits of these brackets. The wage brackets are supposed to present the sound and tested going rates in each labor market area. Once a bracket has been established for a job classification, wages for that classification may be brought up to the minimum of the bracket. Further limitation is imposed where an increase to the minimum scale of the bracket will result in a price increase. In such cases the Director of Economic Stabilization must give his approval to the increase.

The "Hold the Line" order permits limited adjustments for merit increases, reclassifications and promotions, and such incentive payments as will not increase unit labor costs. Incentive wage plans, therefore, must have the approval of the War Labor Board. They furnish one of the most promising fields for wage adjustments and increased production.

The most recent instructions of the War Labor Board dated June, 1943, state that increases for below bracket minimum jobs and rectification of plant differentials for above bracket jobs are definitely permitted.

The War Labor Board has authority to set such scales as will provide for the elimination of substandard wages. To date, however, the setting of substandard

wages has proceeded very slowly and remains for the most part a theoretical matter.

Other specific rulings of the National War Labor Board affecting wages are:

(1) General War Labor Board Order No. 3, which defines the limitations of individual wage adjustments. They are permissible only where established and approved rate schedules and a wage agreement exist. This applies to promotions, reclassifications, merit and length-of-service increases. Merit increases are limited to two per year per employee, to not more than 50% of all employees in the same plant, and to not more than $33 \frac{1}{3}\%$ of the difference between maximum and minimum rates of the wage bracket. Length of service increases are limited to four increases per year, which may not exceed 25% of the difference between the maximum and minimum rates of the bracket. A man may be promoted or reclassified, but only to a job which pays no more than 15% above his former job, or 15% above the minimum wage of the bracket, whichever is the higher, "provided, however, that where an employee has a special ability and experience, he may be paid a rate within the appropriate range corresponding to such ability and experience."

(2) The National War Labor Board has upheld the principle of equal pay for women. General Order No. 16 permits the employer, without prior approval of the Board, to make adjustments for the payment of equal pay for women for all comparable quality and quantity of work.

(3) Adjustments can be made to equalize wages between racial groups. The Board recently ordered the abolition of pay differentials between white and Negro workers.

ILWU representatives must pay careful attention to the preparation of cases before the War Labor Board and the formulation of wage demands. The above general principles of the War Labor Board must be taken into consideration and a

careful study given to prevailing rates of pay, wage brackets established for various types of warehouse work and the rulings of the War Labor Board on individual wage increases, abolition of differentials within the plant, etc. Of immediate importance is the participation of our locals in the work of the Regional War Labor Boards establishing wage brackets.

The wage scale information in this handbook is of value for setting rates of pay for this type of work and for demonstrating established differentials between the various classifications.

Suggestions for Negotiations

Wherever possible direct negotiations between the union and the employers should be carried on until completion of the contract. This means a great saving in time, immediate application of the agreement and the building of better understanding between labor and management.

If, following certification of the union as collective bargaining agent by the National Labor Relations Board, the employer refuses to bargain in good faith, the union need not go through the lengthy procedure of the National Labor Relations Board to force the employer to bargain. A direct appeal can be taken to the War Labor Board, and its past practice has been to intervene and order collective bargaining.

Where the employer bargains with the union but fails to meet reasonable requests, the union should not waste time in long drawn out negotiations. The matter should be called to the attention of the Conciliation Service of the Department of Labor in Washington, D. C. and a request made of Mr. John R. Steelman, Director of Conciliation, Department of Labor, to assign a conciliator to the case. If within a short period of time the conciliator cannot bring about the conclusion of satisfactory agreement, he should be urged to immediately certify the case to the War Labor Board.

ILWU representatives must make regular reports on the status of negotiations to J. R. Robertson, First Vice President and Director of Organization, 166 W. Jackson Blvd. , Rm. 1011, Chicago, Illinois, and to the International office, 150 Golden Gate Ave., San Francisco, California. Copies of all agreements in the process of negotiation or already in effect should be on file at both the above offices.

1.

SAMPLE CONTRACT CLAUSES

LIST OF CONTRACT CLAUSES

Preamble and Purpose Clause

Union Status

Preferential Hiring

Seniority and Leave of Absence

Discharge

Shop Stewards

Business Agents

Hours of Work and Overtime

Holidays

Call-in Pay

Meal Periods

Handicapped Workers

Discrimination

Strikes and Lockouts

Sanitary and Safety Conditions

Vacations

Shift Bonuses

Existing Agreements

Bulletin Boards

Grievance Committee

Board of Arbitration

Adjustment Board

Duration and Amendment of Agreement

PREAMBLE AND PURPOSE CLAUSE

Every agreement should start out by stating the name and identity of the contracting parties. An agreement with a single employer presents the simplest case. This opening clause is suggested:

"This agreement, made and entered into on (date) by and between (name of the company) hereinafter called the company and (name of union) hereinafter called the union, for itself and representing, for the purpose of collective bargaining, the employees of the company, who come within the scope of this agreement."

When the "employer" is an association of employers provision should be made in the contract for relations with new members admitted to the association and for notice to the union of any changes in the association's membership.

The preamble clause should read:

"This agreement is entered into by (Name of employers association) on behalf of its members. The corporation warrants that it is authorized to enter into this agreement in behalf of its members and also agrees that all members who become members of the corporation after the signing of this agreement, shall be informed of the agreement and its contents and shall be bound by it. The union will be notified immediately of any membership changes in the association."

To make the agreement effective, the preamble clause should exclude all former and present individual agreements. It should therefore contain the following sentence:

"The company agrees not to enter into any individual agreement with any of its employees and it further agrees to cancel all present written or verbal agreements with any of its employees."

UNION RECOGNITION

Though contracts providing for the union or closed shop imply recognition of the union as exclusive bargaining agency, it is preferable to state this fact in all contracts. The following clause is most widely used:

"The union is recognized as the sole agency for the purpose of collective bargaining for all employees covered by this agreement. The agreement covers all employees except those specifically exempted."

The War Labor Board has at different times directed companies to negotiate with union, which had been certified by the National Labor Relations Board before, and has thus indirectly upheld the Wagner Act. In cases of dispute on the union recognition issue the War Labor Board under executive order represents a shortcut as compared to the NLRB, where appeal cases must go to the Circuit Courts of Appeals.

UNION STATUS

On the issue of union status the most favored clause in ILWU agreements reads as follows:

"All employees covered by this agreement must secure and maintain membership in the union".

This is a "union shop" clause as opposed to a "closed shop". Both kinds of union status require membership by all employees as a condition of employment in the plant or in the occupations covered by the agreement. But while the "closed shop" requires that all new employees must be hired through the union, the "union shop" gives the employer control over hiring of new employees and such employees need not be union members at the time of hiring. The War Labor Board has in all dispute cases refused to order a "closed" or "union shop", but has granted the union a maintenance of membership provision in most instances.

This is a "maintenance of membership" sample clause:

"The company agrees that any present employee who is a member of the union shall as a condition of continued employment maintain membership in good standing; and any employee who hereafter, during the life of this agreement becomes a member or is reinstated as a member of the union shall as a condition of continued employment maintain membership in good standing. When a union member leaves his job, the employer will hire a union member in good standing to fill that job."

In this manner the union's existing strength is protected by insuring against membership loss. While placing no compulsion on any employee to join the union, the clause provides that those employees who are already union members and those who subsequently join the union must continue their membership.

Union Status (Cont).

The basis of such WLB decisions has been recognition of the responsibility of the union in living up to its no-strike pledge. In lieu of the pledge and its maintenance, the union is relieved of the necessity of fighting for security. In each case of "maintenance of membership", however, the WLB has ordered a 2-weeks' escape clause, that is, a period during which the employees affected may make up their minds on joining or remaining in the union.

PREFERENTIAL HIRING

The method of hiring new employees is of primary importance to the effectiveness of a union shop clause. In such cases the clause should read:

"In the filling of all vacancies of new positions, all employees coming under the terms of this agreement shall be employed through the office of the Union. In the event the Union is unable to furnish competent and experienced persons, the employer may hire such competent and experienced persons from outside sources, provided that such persons shall make application for membership in the Union within 48 hours of their employment and shall, upon acceptance into the union, remain in good standing."

"Preference of employment must be given to union members and holders of union permits in such order as the union shall determine. Therefore the union will be given reasonable notice to enable it to furnish men and women entitled to such preference and any one hired in violation of this section must be laid off immediately upon the request of the union."

These provisions have been confirmed by War Labor Board decisions.

Closed and union shops have been permitted wherever they were established practice.

SENIORITY AND LEAVE OF ABSENCE

Seniority is to be included in collective bargaining agreements because it represents the major factor in job security for the worker. The major applications of seniority occur in the matter of lay-offs, dismissals and rehiring. While seniority is defined as length of service, it may be of several types according to the unit within which such service is reckoned. The common units for reckoning seniority are the company, the plant, the department or division or occupation, a choice depending on the degree of interchangeability of work.

The following clause is proposed for covering this issue:

"In reduction of forces due to slackness of work, the last man hired shall be the first man laid off. In rehiring, the last man laid off shall be the first man rehired until the list of former employees is exhausted. Seniority shall not apply to any employee until he shall have been employed for a period of three months. Seniority shall be considered broken by:

- (a) Discharge for cause
- (b) Resignation
- (c) Twelve consecutive months of unemployment.

Seniority shall be according to departments, classifications or warehouse, as may be determined by the grievance committee of the warehouse involved."

Job security has to be preserved for employees who work full time on union business. The seniority clause should therefore include the following provision:

"When union business necessitates the absence of an employee from his work, upon request the employee will be granted a leave of absence without pay for the time specified, and his absence shall not in any way jeopardize his seniority or affect his status as an employee of the employer."

Continuity in the work of shop stewards is necessary. Therefore the seniority clause should include:

"Shop stewards will at all times top the seniority list, which at intervals of three months brought up to date shall be sent to the union office."

Seniority and Leave of Absence (Cont.)

The right to seniority clauses has been affirmed by the War Labor Board. The Board has also ruled that the company should give notice of planned layoffs, wherever possible, to ensure the working of seniority provisions. It considers a company as a whole and therefore has demanded transfer of seniority where new plants have been installed and old ones abandoned. It has held that union officials are entitled to leave of absence with accrued seniority on exclusively union business.

MILITARY SERVICE

Under the Selective Training and Service Act approved September 16, 1940, employers are required to reinstate employees called to the colors after their period of service is completed. While the above requirement is established by statute, collective bargaining agreements should embody a military service clause, in order to place the union in a position to see that it is carried out in behalf of the union's members. The language of the statutes permits too much latitude in interpretation and manner of compliance. Specific agreement concerning military service should be contained in contracts. Terms should be more liberal than those required by law. Seniority should be provided for voluntary enlistments and for employees who transfer from non-essential to war jobs for the duration. A bonus of 2 weeks' pay for draftees and enlisted men should also be required by contract.

The military clause should at least carry the following provisions:

"In the event any employee covered by this agreement shall enter any branch of the United States military service or any service related hereto, he shall retain, consistent with his physical and mental abilities, all seniority rights to his former position or a job of equal rank, provided application for re-employment is made within 60 days after release from such service".

A number of companies have paid employees with seniority a certain amount of their wages while on leave of absence for military service.

The following clause is suggested:

"Any employee who becomes a member of the United States military service shall be paid a maximum of _____ weeks' regular pay per year."

In dispute cases the War Labor Board did not grant specific terms for military service leaves, but decided that federal and state legislation should govern. As these do not take volunteers into account a contract clause is of greatest importance.

DISCHARGE

Under the National Labor Relations Act the employer is prohibited from discharging any employee for union activity. All other limitations have to be imposed by contract. If causes for which employees may be discharged are enumerated this gives the union a standing to inquire into reasons for discharge and to bring disputed cases up for disposition under grievance procedure.

"The employer shall have the right to discharge an employee for insubordination, drunkenness, failure to perform work required or to observe safety rules and regulations and the employer's house rules, which shall be conspicuously posted and which shall be reasonable and not in violation of the spirit and letter of this agreement. If an employee feels he has been unjustly discharged, he shall have the right to appeal his case to the grievance committee. In case the discharge is found to be unjustified by the committee, the committee may order payment for lost time or reinstatement with or without payment for lost time.

There shall be no cessation of work pending decision.

Any discharged employee shall upon request be furnished the reason for his discharge in writing.

All complaints regarding discharges shall be given preference over any other matters pending between the parties and a written decision shall be given within ten days."

The War Labor Board holds that it is only fair that improperly discharged employees should be reinstated, and with back pay. The War Labor Board also has held that though discharge as such is a function of management, the union should have the right to question the company's action through grievance procedure.

SHOP STEWARD

The shop steward is selected by the workers of one shop or plant to act as their representative in the initial handling of a grievance. The clause in regard to shop stewards should read:

"A steward shall be provided for each plant, such steward to be selected by employees on the job. The duty of the steward shall be to report to the union any grievance which may arise and which cannot be adjusted on the job. It is understood and agreed that the steward shall have no power to order any changes and that no changes shall be made except by mutual consent."

The shop steward is actually the backbone of all employee organization, and his ability to adjust grievances and to report on actual conditions to the union are necessary for enforcement of the agreement. In cases of big plants, shop stewards should be elected by departments, so that the steward is able to know individual workers as well as production procedures intimately.

BUSINESS AGENTS

The policing of contracts on the part of the union is done by union representatives, and for this they must have access to the plant. The following clause is suggested:

"The business agent or qualified representative of the union shall be allowed on the premises of the employer. This right shall be exercised reasonably. The business agent or qualified representative shall report to the management at the office before proceeding to the plant. In the event he wishes to interview an employee, he shall be permitted to interview him privately in the office. He shall not interfere with the normal conduct of the work in the plant."

HOURS OF WORK AND OVERTIME

Overtime rates are required by the Fair Labor Standards Act only for work affecting interstate commerce. That means, where products are sold outside of the state in which they have been produced. The Act provides for penalty wages for all time over 40 hours per week. The Public Contracts Act, applicable to manufacturers and suppliers of the Federal Government, calls for overtime payments for hours beyond eight per day and 40 per week.

A clause suggested for collective bargaining agreements follows:

"Work performed in excess of 40 hours in one week, Monday to Friday inclusive, shall constitute overtime. Work performed in excess of eight consecutive hours in one day (exclusive of lunch period) shall constitute overtime. The present starting and quitting times of each employer shall continue under the terms of this agreement, and for work performed prior to such starting times or after such regular quitting times, overtime shall be paid.

"An employee required by the employer to take a physical examination during time he would otherwise be working on his job shall not have his wages deducted for the time so lost.

"All time clocks shall be punched on company time, and the making out of time cards shall be done on company time.

"The overtime rate shall be one and one half times the straight time rate. However, all work performed by an employee on a Saturday shall be compensated at one and a half times straight time, and all work on Sundays and holidays at double time."

For the duration Executive Order No. 9240 will hamper the execution of this clause, which should nevertheless be included. Order No. 9240 forbids payment of penalty rates for work on weekends and some holidays (see Holiday section) when not in excess of 40 hours per week, and generally overtime rates higher than time and one half; except for hours worked on the seventh day of a regularly scheduled workweek (double time ordered).

For ILWU contracts it should be noted though that "storage and distribution" have been excluded in Order No. 9240, and thus would only apply to ILWU members.

Hours of Work and Overtime (Cont.)

who are active in processing industries. Any union in doubt whether the order applies in a specific plant should ask the Wages and Hours Division located in the region of the plant.

The War Labor Board holds that where a 40 hour week has been ordered by the War Manpower Commission, overtime pay in compliance with the provisions of the Fair Labor Standards Act is permitted without special decision by the Board.

As far as hours of work are concerned, the War Labor Board holds that changing of working hours is managerial function, but unions are entitled to question arbitrary change through grievance procedure. Changes of working hours should also be announced to employees before they become effective.

HOLIDAYS

Every contract should include a list of recognized holidays. The Fair Labor Standards Act takes no cognizance of holidays, and hours lost from work on account of holidays are not counted in computing the 40 hours per week after which additional hours must be compensated at overtime rate. The federal law, contrary to some state laws, does not provide for any time on election days either. Therefore, the following clause is suggested:

"New Year's Day, Washington's Birthday, Decoration Day, the Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and all Saturdays and Sundays are holidays, and any work performed on these days shall be paid at overtime rate. Employees are allowed two hours off work on days where federal, state or municipal elections take place. In case a holiday falls on a Sunday the following Monday shall be observed."

Executive Order No. 9240, effective October 1, 1942, permits New Year's Day, Fourth of July, Labor Day, Thanksgiving Day and "one holiday of great local importance" to be paid at time and one half only. All other holidays are considered like ordinary working days, i.e. to be paid at premium rate only, when they constitute the 6th or 7th day in the individual's work week. This order applies to war work alone, but the War Labor Board has held that such work includes almost all employment, even including city hotels and laundries.

CALL-IN PAY

All agreements should provide that employees reporting to work and finding no work to do shall be paid for a minimum number of hours. Payment will be dependent on their not having received prior notification that no work was available, and the lack of work must be due to some cause within the control of the employer.

This clause is suggested:

"Employees ordered to report to work and who do so at the specified time shall receive a minimum of four hours' work or a minimum of four hours' pay, unless such employees quit, voluntarily lay off or are discharged for cause prior to the completion of four hours' work. Employees having seniority, if worked more than four hours shall receive a minimum of eight hours' work or eight hours' pay in lieu thereof."

Call-in pay has become customary practice in most industries. Lately the War Labor Board ruled that employees who have been on the payrolls at least three weeks are entitled to a minimum of two hours' pay when the company has failed to notify them not to report, unless the company's failure to furnish work is due to causes beyond the company's control.

MEAL PERIODS

It is important that a contract contain a provision on meal periods. Many states have laws in regard to meal periods for women and minors only. A customary clause follows:

"If employees are worked over five consecutive hours without a meal, all time in excess of five hours shall be paid at overtime rate. At the end of a shift, if an employee is sent to dinner, when returning to work he shall receive at least two hours' pay at overtime rate. All employees shall be allowed a meal period of at least 45 minutes after four hours of work."

Union officials should make themselves familiar with the state legislation in regard to meal hours of women and minors. These laws vary in each state and can be obtained from the State Industrial Welfare Commissions. The Labor Department in Washington has a separate Women's and Children's Bureau, and has published pamphlets showing the laws of several states.

The Labor Department states that meal and rest periods are conducive to higher production for men also. Such contract clauses can therefore be based on health requirements stated by the Labor Department itself.

HANDICAPPED WORKERS

Clauses for reduced wages for aged, physically or mentally handicapped workers read as follows:

"A person whose earning capacity is or shall become limited because of age, physical or mental handicap or other infirmities may be employed or placed on light work at a wage below the minimum established by this agreement, subject to the approval in each instance of the employer and the union."

The Fair Labor Standards Act requires that an employer who wishes to hire handicapped workers at wages below legal minimum wages must obtain a special certificate to this effect.

The War Labor Board regards handicapped workers no differently from non-handicapped workers, and its policy applies. Most state laws have provisions which adapt minimum wages of handicapped workers to their production capacity.

DISCRIMINATION

The usual no-discrimination clause reads:

"There shall be no discrimination of any kind on account of sex, race, creed, color, religious belief, nationality or union activities against any members of the union by the employer or by anyone employed by the employer. The company will take up any complaint under this article as grievance".

The National Labor Relations Act forbids as an unfair labor practice discrimination for the purpose of discouraging membership in any labor organization, so that this kind of discrimination would be a violation of the law as well as of the contract. Executive Order No. 9346 issued May 27, 1943, declares that it is the duty of all employers to eliminate discrimination on account of race, creed or color. It ordered that all government contracts contain a provision obligating the contractor not to discriminate, and that all government agencies administer their war training program without discrimination. Up to now a contract clause in collective bargaining agreements has proved the sole remedy for this problem from a practical angle.

On June 5, 1943, the War Labor Board decided that color distinctions in job classifications had to be abolished. This case implies not only that workers must be hired regardless of color, creed or race, but that they also must enjoy the same chances of advancement.

From the very beginning the Board has held that work should be paid in accordance with production, regardless of the person who is performing the work. For this reason it has upheld equal pay for women, as long as quantity and quality of the work are the same as that of men on comparable jobs. So far the contracts of the ILWU have contained job classifications ordinarily filled by women and generally at lower pay. However, jobs which have been left by men due to the war, and thereafter filled by women have been paid at equal rate. The CIO policy is to equalize women's and men's pay in the present and future. The Board has also decided that unions should be permitted to examine company's evaluation ratings of women's jobs so as to be able to expose any attempted discrimination.

STRIKES AND LOCKOUTS

In peace times every collective bargaining agreement contains a clause prohibiting strikes and lockouts for the term of the agreement. Since Pearl Harbor and labor's no-strike pledge these clauses did not have any practical application. On June 25, 1943, the Smith-Connally Bill became law. It outlawed strikes in government-seized plants and required a 30-day strike notice in all war industries. In spite of these war time facts, it is preferable to keep the no-strike clause in the contract, so as to have a precedent in future times, especially as far as sympathy strikes are concerned.

The following clause is proposed:

"The union agrees not to engage in any strikes or stoppages of work during the term of this agreement, and the employer agrees not to engage in any lockout during the term of this engagement. Any action of the employees leaving jobs for their own protection in cases of a legally declared strike by some other union directly working on the job, if such strike is sanctioned and approved by the labor body or council having jurisdiction shall not constitute a violation of this agreement."

The second part of this clause will protect the worker from passing through a picket line and thus hampering a strike in which his employer is not directly involved, but which nevertheless was sanctioned by the same union council. The Hot Cargo Bill has in California outlawed this provision. In most other states, this procedure is lawful, except for the application of the Smith-Connally Bill. This last mentioned bill defines "war industry" so broadly as to include even the handling of articles for civilian consumption in many cases.

SANITARY AND SAFETY CONDITIONS

State legislation on safety, health and sanitation is generally not sufficient. To enforce favorable working conditions this clause should be found in the contract:

"The employer agrees to provide safe working conditions and adequate sanitary facilities. A safety committee is to be set up, which includes two employee and two employer members. In the event they are unable to agree, the questions in dispute shall be submitted to the grievance committee and handled as grievances."

VACATIONS

Paid vacations are generally included in all collective bargaining agreements.

"Upon completion of one year's service an employee shall be entitled to two weeks with full pay each year.

"Preference of vacation date shall be given to employees according to their seniority rating as reasonably as possible. Employees shall be given, insofar as practical, two weeks' notice of the date upon which their vacation period will commence.

"Vacations should be given between May 15 and September 15 each year. The employee shall have the right to divide his vacation into two equal periods, if he so chooses."

While vacations actually are part of working conditions rather than of wage clauses, the War Labor Board has ruled that two week vacations, where one week was the custom before, would constitute an indirect wage raise. On the other hand, where no vacations were given, the Board decided for vacations in the interest of the prosecution of the war, holding that vacations are necessary for speedy production. Where in the interest of production vacations have not been taken by employees, the payment of an extra 40 hour week in lieu of vacations has been permitted repeatedly.

SHIFT BONUSES

Shift work applies to plants on permanent work schedules. While normal hours are regarded to run from eight in the morning to five in the afternoon, war production has made more intensive use of plants necessary for intensified production. Plants that start one shift in the early afternoon, and another one at midnight are working on a shift schedule. The early afternoon shift is generally called "B" shift or "swing" shift, the shift starting at midnight being called "C" shift or "graveyard" shift.

Premiums should be paid for late shifts and night work. This clause provides premium pay for work on the second and third shifts:

"The second shift shall receive _____ ¢ per hour above the regular hourly rate of pay. The third shift shall receive _____ ¢ above the regular hourly rate of pay."

The War Labor Board has taken the position that work on swing and graveyard shifts should be compensated by higher wages, as the worker's family life and leisure time suffer from working when the community sleeps, and being free at hours when social contacts are difficult. It has also been proved that working on night shift presents a health hazard. The Board has for these reasons established a definite policy of granting shift bonuses.

EXISTING AGREEMENTS

A great number of conditions prevailing in the plant may not appear in the contract. They may seem unimportant from an objective point of view, and still make all the difference for the person on the job. It would be technically impossible to include them all. Therefore, care should be taken so that a contract does not impair working conditions which might be more favorable than those mentioned in a new contract. The following provision is suggested:

"Any wages now being paid above minimums provided for herein shall not be reduced for any cause. Any conditions more beneficial than those herein provided shall not be changed for any cause."

BULLETIN BOARDS

Where large numbers of workers are employed the union's most economical way of keeping in touch with its membership is the posting of notices on bulletin boards. The following clause is customary:

"The employer shall provide a reasonable number of bulletin boards in places easily accessible to the employees covered by this agreement for the purpose of posting of union notices. The Union shall be the sole judge of what is to be put on the Board."

The War Labor Board has consistently decided that the employer has the duty of putting up bulletin boards to this effect.

GRIEVANCE COMMITTEE

A grievance procedure clause is the prerequisite for the practical functioning of any contract. Small disputes, not foreseen by contract, should be taken up by a grievance committee, when not solved by the intervention of the shop steward. The mechanics of grievance procedure can go all the way from two to many more steps. To be satisfactory any one of these steps should have a definite time limitation. As it is the worker who finds fault in a situation and has the greatest interest in quick handling, a short time limit is to his advantage. It is also necessary to provide by contract for the expenses any settlement will incur.

The following clause is suggested:

"A grievance committee shall be appointed immediately to consist of not more than three representatives designated by the union from among the employees. This committee shall take up all grievances or disputes between employer and union within three days. In the event they are unable to agree on any matter submitted to them within 10 days, the question in dispute shall be referred to a Board of Arbitration. The employer agrees to pay for time spent in handling grievances by the representatives of the union."

The War Labor Board has agreed at different times, but not at all times, that union representatives should be paid their regular wages for time spent handling grievances. It has ruled further that as first step in grievance procedure aggrieved employee shall alone or with union representative present any grievance orally to the foreman, whose disposition of grievance shall be made within 24 hours unless parties agree to extension of time. If the employee elects to present the grievance with a union representative, foreman shall discuss grievance with employee only in presence of such representative.

BOARD OF ARBITRATION

The Board of Arbitration takes care of questions which have not been solved by their submission to the grievance committee. This next step is provided for by a clause reading:

"In the event that the parties hereto are unable to reach a mutually satisfactory accord on any issue by the means of the grievance committee, all matters in dispute between the parties, including the enforcement and interpretation of this agreement and discharge cases, shall be submitted to a Board of Arbitration as follows:

"Upon the signing of this agreement there shall be established a Board of Arbitration consisting of two representatives of the Union and two representatives of the employer. This Arbitration Board shall then select a neutral chairman whose decisions shall be final and binding. A decision has to be reached within _____. If unable to agree on a neutral chairman, the choice shall be made by _____."

Here the name of a civic leader in the community should be filled in by the local union preparing the agreement.

The War Labor Board has ruled that all disputes not settled through grievance procedure shall be submitted to an arbitrator appointed by the War Labor Board, even if the contract contains a provision that only disputes concerning meaning and interpretation of contract should be submitted to arbitration. The Board takes the same stand in regard to disputes arising from withdrawal of good standing under maintenance of membership contract.

ADJUSTMENT BOARD

Adjustment boards have proved useful where more than one employer is involved as party in the contract. The employer with whom difficulties arise may be influenced by a committee of other employers, who, having signed the same contract, do not have the same dispute. For this purpose a clause on adjustment boards should be carried in any contract with employers' associations.

"An Adjustment Board, consisting of three members representing each of the parties hereto, shall be set up for the purpose of hearing and deciding grievances of members of the union and of the employers relating to the provisions of this contract. In case of a deadlock in any matter the issue in dispute shall be submitted to the Arbitration Board provided for in this contract."

This provision is consistent with the policy of the War Labor Board, which by principle does not want to step in before all possibilities of direct negotiation have been tried. The Board does not intend to take over negotiating functions, but to decide in cases where no agreement can be reached. It is important, though, not to let negotiations last more than a reasonable time.

DURATION AND AMENDMENT OF AGREEMENTS

The most usual period specified in collective bargaining agreements during which they are to be effective is one year. Reason for this custom is that unions learn from experience how to write a contract that takes care of a specific situation and problems within a given plant. A yearly renewal gives them a chance to improve conditions.

It is of importance that contracts contain a provision for automatic renewal.

"The term of this agreement shall be from the date of signing until midnight of _____, and shall be automatically renewed from year to year unless either party shall deliver written notice to the other at least 10 days prior to any expiration date. If such notice is given, the agreement shall expire at such expiration date."

Where conditions have been stabilized sufficiently three year contracts with yearly reopening for wage adjustment have been signed:

"This agreement shall remain in full force and effect from _____ to _____, provided, however, that either party may by written notice, given 45 days prior to one year after the date of signing and 45 days prior to the end of each subsequent year during the life of this contract, reopen same for the adjustment of wages.

"In the event the contract is so re-opened for the adjustment of wages, either party shall be free to strike or lock out, but solely on the matter of wages, and it is understood that at the expiration of the term of this agreement any and all sections may be reopened by either party on 10 days' written notice prior to the date of expiration."

The automatic renewal clause demands a strict observing of dates. It should be noted, though, that a recent War Labor Board decision ordered reopening of negotiations in spite of the union's failure strictly to observe notice requirements under an automatic renewal clause.

When employers and workers agree on a wage increase, a questionnaire called "Form 10" has to be filled out for the War Labor Board, which contains the reasons for which the increase is sought. Union representatives are strongly advised not to let the employer fill out this form by himself, as presentation of the case

Duration and Amendment
of Agreements (Cont.)

is decisive. Not only job classifications but job descriptions are important, so that the analysts of the Board can fully consider the type of work the workers actually perform.

WAGE RATES AND JOE CLASSIFICATIONS
BY AREA

SUMMARY OF WAGE RATES FOR THE SAN FRANCISCO BAY AREA

Contracts in this area are nearly uniform. Freighthandlers with small exceptions are under \$.925 contracts, other classifications varying to the amount they have varied before this rate was set. Minimum contract rates go up to \$1.10 per hour. About 40% of the Order-Fillers and Packers receive between 85 and 87½¢, while Assistant Shipping Clerks and Assistant Receiving Clerks generally make 5¢ more than the minimum rates in the plant call for. Shipping Clerks and Receiving Clerks are generally 10¢ above this minimum, and most Foremen make 50¢ and some of them \$1.00 more per day than the freight-handler rate in the plant. Women's contract wages are 70¢ per hour almost everywhere. About 12% of the women workers fill men's jobs and thus receive men's wages.

At this time (August 1943) around 50% of the houses in San Francisco and 20% of those in Oakland pay more than the contract rate calls for, because a great number of employees have been working a certain length of time for the same employer.

WAGE RATES AND JOB CLASSIFICATIONS
BY INDUSTRY

LIST OF INDUSTRIES UNDER ILWU CONTRACTS

Group I --	Public Warehouses Cold Storage Carloading Contractors Mills
Group II --	Grocery Coffee, Tea and Spices Food Supply Liquor Soda Fountain and Bakers' Supply Tobacco and Candy Wine
Group III --	Hardware Electric Supply Hotel Supply Plumbing Steel Glass Rubber
Group IV --	Paper Stationery and Office Supply Lithography Toys and Notions Business Equipment
Group V --	Dry Goods Retail Stores
Group VI --	Drugs Chemical and Sanitary Supply Beauty Parlor Supply
Group VII --	Refineries
Group VIII --	Box and Barrel Hide Waste Products

Industry Group I -- Public Warehouses

Cold Storage

Carloading Contractors

Mills

San Francisco Bay Area

37

<u>Job Classifications</u>	<u>PUBLIC WAREHOUSES</u>	
	<u>Contract</u>	<u>Actual</u>
	<u>Min. Hourly Rate</u>	<u>Hourly Rate</u>
Freight Handlers	\$.925	\$.925 - 1.10
Order Fillers	.925	.925 - .985
Stockmen	.925	.925 - .9875
Packers	.925	.925
Foremen	.925 plus \$.50 per day	.9875 - 1.10
Women	.70 - .75	.75 - .80
Weighers	.925	1.10 - 1.25
Shipping Clerks	.925	.975 - 1.125
Asst. Foremen	.925	.9875 - 1.10
Sweeper	.925	.925

Houses Under ILWU Contracts:

<u>San Francisco</u>	<u>Oakland</u>
Butcher, L. H. Co.	El Dorado Terminal
Central Warehouse	Encinal Terminals
De Pue Warehouse Co.	Howard Terminal
Distributors Warehouse	Ninth Ave. Terminal
Dodd Warehouse Co.	Parr Terminals, Richmond
Dodd Warehouse Co. (North Point)	Port of Oakland
Gibraltar Warehouse, #1	Oakland Bean Cleaning and Storage
Haslett Warehouse Co. (Pioneer)	
Haslett Warehouse Co. (Harbor)	
Haslett Warehouse Co. (Natoma)	
Haslett Warehouse Co. (U.S. Bonded)	
Haslett Warehouse Co. (S.P. #1)	
Haslett Warehouse Co. (140 Spear)	
Haslett Warehouse Co. (Humboldt)	
Lynch, A. J.	
Oriental Warehouse	
Rincon Warehouse	
San Francisco Warehouse	
Seawall Warehouse	
South End Warehouse Co.	
Turner Whittel Warehouse	
Walkup Drayage and Warehouse	
Nolan Drayage and Warehouse	
Kellog Sales Co.	
State Terminal	

San Francisco Bay Area

COLD STORAGE

<u>Job Classifications</u>	<u>Contract Min. Hourly Rate</u>	<u>Actual Hourly Rate</u>
Freight Handlers	\$.975 - \$1.00	\$.975 - \$1.00
Order Fillers	.975 - 1.00	.975 - 1.00
Shipping Clerks	1.0375 - 1.0625	1.043 - 1.0625
Receiving Clerks	1.0375 - 1.0625	1.043 - 1.0625
Foremen	1.0625	1.0625
Elevator	.975 - 1.00	.975 - 1.00
Frazer Cooler	.975 - 1.00	1.00
Maintenance	.975 - 1.00	1.00

Houses Under ILWU Contracts:San Francisco

Merchants Ice & Cold Storage Co.
 National Ice & Cold Storage Co.
 State Terminal Co., Ltd.

Oakland

Haslett Warehouse Co.

CARLOADING CONTRACTORS

<u>Job Classifications</u>	<u>Contract Min. Hourly Rate</u>	<u>Actual Hourly Rate</u>
Weighers	\$1.25	\$1.25
Strappers	1.10	1.10
Women	.70 - .85	.70 - .85
Carloaders	1.10	1.10
Stenciling	1.10	1.10

Houses Under ILWU Contracts:

San Francisco
 Derrel J. Smith
 Burton Partland & Co.
 Bear & Garrigues
 Fox, A.
 Harris & Bissel Co.
 Hartman, Paul Co.
 Haslett Warehouse Co.
 MacNichol Co.
 Marcantelli G. Co.
 State Terminal Co.
 Union Fish Co.
 Brown Contracting
 MacNichol & Co.
 W. C. Marr

MILLS

<u>Job Classifications</u>	<u>Contract Min. Hourly Rate</u>	<u>Actual Hourly Rate</u>
Freighthandlers	\$.925	\$.875 - .95
Order Fillers	.925	.95
Blenders	.975	1.00
Mill Labor	.975	.975
Packers	.975	.925
Shipping Clerks	.975	1.125
Asst. Millers	1.075	1.075
Mixers	.975	.975
Asst. Mixers	.925	.925
Foremen	.925 plus \$.50 and up	.925 plus \$.50 and up

Houses Under ILWU Contracts:San Francisco

Albers Bros. Milling Co.
 Anderson-Smith Milling Co.
 Coast Dakota Flour Co.
 Consolidated Milling Co.
 Ferry-Morse Seed Co.
 Globe Grain & Milling
 Grosjean, C. E. Rice Mill
 Korinek Laboratories
 Kuehn Milling Co. (San Mateo)
 Outsen Bros. Milling Co.
 Phillips Milling Co.
 Rosenberg Bros. & Co.
 S. F. Milling Co., Ltd.
 Sevin-Vincent Seed Co.
 Maffei Seed Co.

Oakland

Albers Bros. Milling Co.
 Sperry Flour Co.
 Taylor's Milling Co.
 Globe Mills
 Hayward Poultry Producers
 (Employers' Group)
 Crowley Milling Co.
 C. F. Poole
 Orin Crowe
 Gorrie & Yeoman

Industry Group II -- Grocery

Coffee, Tea and Spices

Food Supply

Liquor

Soda Fountain and Bakers' Supply

Tobacco and Candy

Wine

<u>Job Classifications</u>	<u>GROCERY</u>	
	<u>Contract</u> <u>Min. Hourly Rate</u>	<u>Actual</u> <u>Hourly Rate</u>
Freight Handlers	\$.925	\$.925
Women	.70	.70 - .925
Foremen	.925 plus \$.50 per day	1.20
Machine Operators	..975	1.075
Packers	.925	.925 - 1.00
All Around Man	.925	.925
Cheese Attendants	.925	.925
Order Fillers	.925	.925 - 1.075
Stockmen	.925	.925 - .9875
Asst. Shipping Clerks	.925	.95 - .9875
Receiving Clerks	.975	.925 - 1.15
Checkers	.975	.975
Shipping Clerks	.975	.975 - 1.16
Foremen	.925 plus \$.50 per day	.9875- 1.19
Banana Cutters, Packers	1.075	1.075
Coffee Roasters	1.075	1.075

Houses Under ILWU Contracts:San Francisco

De Bernardi, D. F. & Co., Inc.
 Dennis, W. J. H. & Co.
 General Sales Co., Inc.
 Giurlani, A. & Bros.
 Wissman's
 Haas Bros.
 Johnson-Locke Mercantile Co.
 Kockos Bros., Inc.
 Libby, McNeill & Libby
 Matteucci & Vannucci Co., Inc.
 Misante, Wm. & Co.
 Newbauer & Schmale
 Purity Stores, Ltd.
 Reid Murdoch & Co.
 Richmond Wholesale Grocery Co.
 S. F. Grocery Co. Ltd., The
 S. & W. Fine Foods, Inc.
 S. & W. Fine Foods, Inc. (Preserve Dept.)
 Safeway Stores, Inc. (Stores)
 Safeway Stores, Inc. (Produce)
 Scandia Commercial Co.
 Schoemaker Bros.
 Smith Lynden & Co.
 Snow, Louis T. & Co.
 Stoffers, C. W. & Co.
 Tiedemann & McMorran
 Traverso V. Co.
 United Grocers, Inc.
 Wellman Peck Co.

Oakland

Haagstroms
 Haas Bros.
 Oakland Wholesale Grocery
 Saroni's
 Wellman Peck Co.

San Francisco (Cont.)

Pacific Coast Grocery Co.
 Daneri Bros. & Co.
 The Mutual Supply Co.
 Owners Grocery Co., Inc.

COFFEE, TEA AND SPICES

<u>Job Classifications</u>	<u>Contract</u> <u>Min. Hourly Rates</u>	<u>Actual Hourly Rate</u>
Freight Handlers	\$.925	\$.925 to 1.075
Shipping Clerks	.925 to 1.075	1.00 to 1.075
Receiving Clerks	.925 to 1.075	1.00 to 1.075
Roasters	1.075	1.00 to 1.075
Foremen	.9875 to 1.05	1.00 to 1.275
Women	.70	.70 to .79
Packers	.925	.925 to 1.075
Mill hands	.925	.925
Weighers	1.025, 1.075	1.025 to 1.075
Stockmen	.925 - .975	1.075
Checkers	.925 - .975	1.025
Assist. Shipp.	.925 - .975	1.025, 1.0125
Car Loaders	.925 - .975	1.025
Car Unloaders	.925 - .975	1.025
Spice Grinders	.975	1.075, 1.225
Coffee Grinders	.925	.925
Maintenance	1.075	1.075
Maintenance Helpers	1.00	1.00
Green Blend Premium wage	.975	.975
Forelady	.70 and 50¢ per day	.7625
Labelers	.925	.925
Mixers	.975	.975 - 1.00
Ass. Foremen	.925 and 50¢ per day	1.025
Assist. Spice Grinders	.925	.925 - 1.10
Order Fillers	.925	.925 - 1.00

Houses Under ILWU Contracts:San Francisco

Alexander Balart Co.
 Blue Ribbon Products Co.
 Caswell Geo. W. Co.
 Edwards Dwight Co.
 Farmer Bros. Co.
 Folger Coffee Co.
 Freed Teller & Freed
 Hills Bros. Coffee Inc.
 Jones-Thierbach Co.
 Lipton, Thos. J. Inc.
 M.J.B. Co.
 Milo Coffee Co.
 McCarthy Bros.
 McCormick Sales Co.
 McClintock Stern
 Pacific Tea Packing Co.
 Schilling & Col, A.
 Teller, H. E. Co.
 Tyler, S. H. & Son
 United Coffee Corp.
 S & W Fine Foods Inc. (coffee dept.)
 Standard Brands Inc.

San Francisco Bay Area

<u>Job Classifications</u>	<u>FOOD SUPPLY</u>		<u>Actual</u> <u>Hourly Rate</u>
	<u>Contract</u> <u>Min.Hourly Rate</u>		
Freight Handlers	\$.925		\$.925
Women	.70	- .76	.70 - .865
Foremen	.9875	-1.05	1.00 - 1.07
Watchmen	.875		.875
Janitors	.875		.875
Maintenance Men	.975		.975
Shipping Clerks	.925		.95
Receiving Clerks	.925		.95
Fleur Mixers	.925		.95
Syrup Makers	.925		1.00
General Labor	.90		.90
Checkers	.925		.945
Scale Mechanics	.925		1.07
Sewing Machine Tenders	.925		.915
Sewing Machine Mechanics	.925		.975
Instructors	.925		1.07
Sealing and Filling Tins	.70	- .76	.895
Passing and Stenciling Tins	.70	- .76	.91
Liquor Graders	.925		1.20
Sugar Boilers	.925		1.20
Central Foremen	.925		1.25
Chief Sugar Boilers	.925		1.25
Weighers	.925		1.175
Truckers	.925		.995

Houses Under ILWU Contracts:San Francisco

Albert Asher Co.
 Crown Products Corp.
 Phillips Products Co.
 Sunset Nut Shelling Co.
 DeMartini L. Co., The
 B. & O. Nut Corp.
 Corn Products Sales Co.
 Western Sugar Refinery (full data on request)
 Berelson, D. B. & Co.

Oakland

Maryland Pacific Cone Co.
 West Coast Macaroni Mfg. Co.
 Blue Bird Potato Chips, Inc.
 Rosefield Packing Co.
 California Potato Chip Co.
 Party Food Products Co.
 Alaska Packers Assn.
 California Packing Corp.
 Macombers, Inc.

San Francisco Bay Area

45.

<u>Job Classifications</u>	<u>LIQUOR</u> <u>Contract</u>	
	<u>Min. Hourly Rate</u>	<u>Actual Hourly Rate</u>
Freighthandlers	\$.925	\$.925
Women	.70	.70 to .85
Shipping Clerks	.925	.975
Receiving Clerks	.925	1.025
Foremen	.925 and 50¢ per day	.9875
Filler Oper.	.925	.975
Foreladies	.70 and 50¢ per day	.70 and 50¢ per day

Houses Under ILWU Contracts

San Francisco
Alpha Distributing Co.
Hiram Walkers Inc.
Lyons-Raas Inc.
Millett, J.C. Co.
Old English Co.
Rathjen Bros. Inc.
Rolandelli Co.
Schenleys Distilleries Inc.
Seagrams Distillers Co.
Tonkin Distributing Co.
Westco Liquor Prod.
G & W Whs. Subsidiary of World Importers
Traders Distributing Co.

Oakland
Rathjens Bros.

SODA FOUNTAIN AND BAKERS SUPPLIES

<u>Job Classifications</u>	<u>Contract Min. Hourly Rate</u>	<u>Actual Hourly Rate</u>
Freight Handlers	\$.925	\$.925
Packers	.975	1.00
Shipping Clerks	1.075	1.075
Carloading	.925	.925
Women	.675 - .725	.675 - .76
Mixers	.925	1.10
Foremen	.925 and 50¢ a day	1.00
Order Fillers	.925	.925
Flour Blenders	.925	1.25

Houses Under ILWU Contracts:San Francisco

Eng-Skell Co.
 Lyons Magnus Inc.
 Stiefvater's
 Gumpert, S. Co.
 Hirschfelder E. M. Co.
 Berwick Extract Co.
 Hirsch Brothers Co. of Calif.
 Sherwood Company

<u>Job Classifications</u>	<u>TOBACCO AND CANDY</u>	
	<u>Contract</u>	<u>Actual Hourly Rate</u>
	<u>Min. Hourly Rate</u>	
Freight Handlers	\$.925	\$.925
Women	.70 to .75	.70 - .75
Shipping Clerks	.925 to 1.025	.925 to 1.025
Maintenance	1.025	1.025
Mach. Oper.	.925	.925
Receiving Clerks	.925	1.00 to 1.05
Foremen	.925 plus 50¢ per day	1.025 to 1.05
Order Fillers	.925	1.925 to .9875
Stockmen	.925	.9875
Packers	.925	.925

Houses Under ILWU Contracts:San Francisco

A. B. C. Cigar Stores
 Edgeworth Distributing Co. of Pacific Coast
 Glaser Bros.
 Golden Gate Distributing Co.
 Hershey Chocolate Corp.
 Mirsky B. & Son
 Nasser Candy Co.
 North Beach Distributing Co.
 Philip Morris & Co., Ltd., Inc.
 Sosnick, Melvin
 United Cigar Whelan Stores Corp.
 Whitman Stephen F. & Son, Inc.
 Coast Cigar Co.
 Lorillard P. Co. of Delaware
 Petri Cigar Co., Inc.
 Guittard Chocolate Co.

San Francisco Bay Area

<u>Job Classifications</u>	<u>WINE</u>	<u>Actual Hourly Rate</u>
	<u>Contract</u> <u>Min. Hourly Rate</u>	
Freight Handlers	\$.925	\$.925
Women	.875	.875
Cellar Men	.925	.925
Bottling	.875	.875
Order Fillers	.925	.925
Shipping Clerks	.975	.975
Receiving Clerks	.975	.975
Barrel Filler	.925	.975
Label Mach. Oper.	.925	.925

Houses Under ILWU Contracts:

San Francisco
 Fruit Industries, Ltd.
 Italian Swiss Colony
 Montebello Wine Co. of Calif.
 Napa & Sonoma Wine Co.
 Petri Wine Co.
 Redwood Empire Wine Co.
 Roma Wine Co.
 Hoelscher Wm. & Co.
 American Industries Corp.
 California Champagne Co.

Industry Group III -- Hardware

Electric Supply

Hotel Supply

Plumbing

Steel

Glass

Rubber

<u>Job Classifications</u>	<u>HARDWARE</u>	<u>Actual Hourly Rate</u>
	<u>Contract Min. Hourly Rate</u>	
Freight Handlers	\$.925	\$.925
Stockmen	.85	.85 - .925
Packers	.925	.925 - .975
Checkers	.95	.975
Asst. Shipping Clerks	.925	.925
Asst. Receiving Clerks	.925	.925
Shipping Clerks	.95 - .97	.95 - 1.00
Receiving Clerks	.95 - .97	.95 - 1.00
Stock Foremen	.95	.95
Selectors	.85	.85
Beginners, First 6 m.	.675	.675
" Second 6 m.	.725	.725
Order Fillers	.85	.85 - 1.00
Foremen	.925 plus .50 per day	1.00 - 1.075

Houses Under ILWU Contracts:San Francisco

Baker-Hamilton & Pacific Co.
 Dunham Carrigan & Hayden Co.
 Heyman Co., Inc., The
 Levenson-Allin Co.
 Sellar, M. Co.
 Sellar Bros. & Co.
 Sloss & Brittain
 Nushaum Wholesale Hardware Co.
 Bay Cities Wholesale Hardware Co.
 Western Wholesale Hardware Co.
 Solomon C., Jr.
 Bossinger, Robert O.
 Chaban, M. L. Co.

Oakland

American Can Corp.
 Auto Lite Battery Corp.
 Boyles Mfg. Corp.
 California Wire Cloth
 Continental Can Co.
 McQuay Norris Mfg. Co.

San Francisco Bay Area

51

	<u>ELECTRIC SUPPLIES</u>		
	<u>Contract</u>		<u>Actual</u>
<u>Job Classifications</u>	<u>Min. Hourly Rate</u>		<u>Hourly Rate</u>
Freight Handlers	\$.925	\$.925
Shipping Clerks		.95 - .975	1.21
Receiving Clerks		.95	1.21
Packers		.925	.925
Checkers		.95	.95
General Warehouse		.925	.985
Stockmen		.925	.925

Houses Under ILWU Contracts:

San Francisco
Bond Electric Corp.
General Electric Supply Corp.
Incandescent Supply Co.
Thompson & Holmes, Ltd.
Hodges & Glomb
Westinghouse Electric & Mfg. Co.

San Francisco Bay AreaHOTEL SUPPLY

<u>Job Classifications</u>	<u>Contract Min. Hourly Rate</u>	<u>Actual Hourly Rate</u>
Freight Handlers	\$.925	\$.925
Order Fillers	.925	.925
Stockmen	.925	.925
Packers	.925	.925
Checkers	.925	.95
Shipping Clerks	.925	.95
Receiving Clerks	.925	.95
Foremen	.925 plus \$.50 per day	.9875

Houses Under ILMU Contracts:

San Francisco
Dohrmann Hotel Supply Co.
Mangrum Holdbrook & Elkus

San Francisco Bay Area**PLUMBING SUPPLIES**

<u>Job Classifications</u>	<u>Contract Min. Hourly Rate</u>	<u>Actual Hourly Rate</u>
Freight Handlers	\$.925 - 1.00	\$.925 - 1.00
Order Fillers	.925 - 1.075	.925 - 1.075
Shipping Clerks	1.025 - 1.35	1.025 - 1.35
Foremen	1.00	1.00
Benchhands	1.00	1.00
Machine Hands	1.12	1.12
Stockmen	.95	.95
Packers	.95	.95
Asst. Receiving Clerks	1.04	1.04
Counter men	1.04	1.04

Houses Under ILWU Contracts:**San Francisco**

Fairbanks Morse Co., Price Pump Division
 Pioneer Pipe Co.
 Grinnel Co. of the Pacific
 Pacific Pipe Co.
 Federal Pipe & Supply Co.
 Richmond Sanitary Co.
 Walworth California Co.
 Grabler Mfg. Co.

STEEL

<u>Job Classifications</u>	<u>Contract Min. Hourly Rate</u>	<u>Actual Hourly Rate</u>
Freight Handlers	\$.925 - 1.175	\$.825 - 1.05
Shipping Clerks	.925 - .975	1.15
Receiving Clerks	.925 - .975	.925 - .975
Order Fillers	.955	.955 - 1.05
Checkers	.975	1.00 - 1.025
Power Shear	1.025	1.125
Cage Crane	1.025	1.00
Stockmen	.975 plus \$.50 per day	1.00
Foremen	.925 plus \$.50 per day and up	1.25 - 2.00
Shearman Helpers	.925	1.05
Burners	1.00	1.25
Lift Drivers	1.00	1.125
Leadermen	1.025	1.125

Houses Under ILWU Contracts:

San Francisco
 American Chain & Cable Co.
 Bethlehem Steel Co.
 Castle, A. M. & Co. Steel Products
 Chase Brass & Copper Co., Inc.
 Construction Device Co.
 Continental Steel & Supply Co.
 Crucible Steel Co. of America
 Foucar Ray & Simon
 International Harvester Co.
 John Deere Plow Co.
 Northern California Hardware & Steel Co.
 Pacific Metals Co., Ltd.
 Tayler & Spotswood Co.
 California Iron & Steel Corp.
 Western Fire Equipment Co.
 John A. Roebling Sons Co. of Calif.
 Badt, P. L. Co.

Oakland
 Borrmann Steel

San Francisco Bay Area

<u>Job Classifications</u>	<u>GLASS</u>	
	<u>Contract</u> <u>Min. Hourly Rate</u>	<u>Actual</u> <u>Hourly Rate</u>
Freight Handlers	\$.925	\$.925
Order Fillers	.925	.925
Stockmen	.925	.925
Packers	.925	.925
Foremen	1.025 - 1.05	1.025 - 1.05
Shipping Clerks	.925 - 1.025	.925 - 1.025
Carloading	.925	.925
Checkers	.975	.975
High Lift	1.075	1.075
Receiving Clerks	.925 - 1.025	1.025

Houses Under ILWU Contracts:

San Francisco
 Glass Containers, Inc.
 Maywood Glass Co.
 Northern Glass Co. #1
 Owens-Illinois Pacific Coast Co.

Oakland
 Bay Cities Bottle Co.

San Francisco Bay Area

<u>Job Classifications</u>	<u>RUBBER</u>	
	<u>Contract</u> <u>Min. Hourly Rate</u>	<u>Actual</u> <u>Hourly Rate</u>
Freighthandlers	\$.925	\$.925 - .975
Shipping Clerks	.925	.925 plus .50 per day
Master Rollers	1.025	1.025
Rollers	.975	.975
Saw Men	.975	.975
Head Rubber Men	.975	.975
Head Braiders	1.025	1.025
Rubberman	1.025	.925
Order Fillers	.925	.925
Packers	.925	1.025 - 1.125
Work Foremen	.925	.925
Order Fillers	.925	.925

Houses Under ILWU Contracts:San Francisco

Pacific Coast Rubber Co.
 Quaker City Rubber Co.
 Seiberling Rubber Co.
 U. S. Rubber Co.
 Plant Rubber & Asbestos Works

Oakland

Pacific Rubber & Tire Co.

Industry Group IV -- Paper

Stationery and Office Supply

Lithography

Toys and Notions

Business Equipment

PAPER

<u>Job Classifications</u>	<u>Contract Min. Hourly Rate</u>	<u>Actual Hourly Rate</u>
Freight Handlers	\$.925	\$.925 - 1.05
Stockmen	.925	.925
Packers	.925	.925
Checkers	.975	.975
Shipping Clerks	.925	.975 - 1.195
Receiving Clerks	.925	.975 - 1.195
Maintenance	1.025	1.025
Beginners, First 6 m.	.925 less 33.3%	.625
Second 6 m.	.925 " 20%	.74
Women	.70	.70 - .925
Order Fillers	.925	.925 - 1.05
Foremen	.925 plus .50 per day	.9875 - 1.35

Houses Under ILWU Contracts:San Francisco

Acme Paper Co.
Atlas Paper Co.
Blake Moffitt & Towne
Bonestell & Co.
Carpenter Paper Co.
Commercial Paper Corp.
Crown Willamette Paper Co.

Oakland

Pacific Coast Paper Co.
Zellerbach Paper Co.
Union Paper Co.
Monahan Paper Co.

San Francisco Bay Area

STATIONERY AND OFFICE SUPPLIES

<u>Job Classifications</u>	<u>Contract Min. Hourly Rate</u>	<u>Actual Hourly Rate</u>
Freight Handlers	\$.925	\$.925 - \$1.05
Order Fillers	.85 - \$.925	.85 - .925
Stockmen	.85 - .925	.85 - .98
Packers	.925	.925 - .98
Checkers	.925	.925 - .985
Asst. Shipping Clerks	.925	.925 -
Asst. Receiving Clerks	.925	.925
Shipping Clerks	.925	.925 - .9875
Receiving Clerks	.925	1.00 -
Beginners First 6 m.	.675	.70
Furniture Mechanics	.925	.925
Mappers	.85	.85
Women Wrappers	.70) for 3 m., then .85	.70 - .875
Order Fillers	.70)	.86 -
Foremen	.925 plus \$.50 per day	.975 - .9875
Men Wrappers	.925	.925

Houses Under ILWU Contracts:San Francisco

Carlisle, Upham & Rutledge, Inc.
 Crocker, H. S. Co.
 S. F. News Co., The
 Schwabacher Frey Co.
 Smith News Co.
 MacMillan Co., The
 California Schook Book Depository
 Allyn & Bacon

San Francisco Bay Area

LITHOGRAPH HOUSES

<u>Job Classifications</u>	<u>Contract Min. Hourly Rate</u>	<u>Actual Hourly Rate</u>
Freight Handlers	\$.925 - 1.025	\$.925 - 1.025
Stockmen	.925	.925
Packers	.925	.925
Asst. Shipping Clerks	.925	.925 - 1.20
Asst. Receiving Clerks	.925	.925
Shipping Clerks	1.00	1.00
Receiving Clerks	1.00	1.00
Work Foremen	1.00	1.00
Paperhangers	.925	.925
Foremen Janitors	.9125	.9125
Janitors	.85	.85
Order Fillers	.925	.925 - .935
Elevator Men	.925	.925
Balers	.925	.925

Houses Under ILW U Contracts:San Francisco

Crocker-Union
 Schmidt Lithograph Co.
 Schwabacher Frey Co.
 Phillips & Van Orden Co., Inc.

Oakland

Fort Dearborn Lithograph

San Francisco Bay Area

<u>TOYS AND NOTIONS</u>		
<u>Job Classifications</u>	<u>Contract Min. Hourly Rates</u>	<u>Actual Hourly Rate</u>
Freighthandlers	\$.925	\$.925
Order Fillers	.925	.925 - .945
Packers	.925	.925 - .945
Shipping Clerks	.925	.975 - 1.00
Receiving Clerks	.925	.975
Foremen	.925	1.00

Houses Under ILWW Contracts:

San Francisco
 Baer Notion & Toy Co.
 California Notion & Toy Co. Ltd.
 Kindel & Graham

San Francisco Bay Area

BUSINESS EQUIPMENT

<u>Job Classifications</u>	<u>Contract Min. Hourly Rate</u>	<u>Actual Hourly Rate</u>
Freight Handlers	\$.925	\$.925
Order Fillers	.925	.925
Packers	.925	.925
Foremen	1.00	1.00
Shipping Clerk	1.075	1.075

Houses Under ILWU Contracts:

San Francisco
 Remington Rand, Inc.
 National Cash Register Co.

Industry Group V -- Dry Goods
Retail Stores

<u>Job Classification</u>	<u>DRY GOODS</u>	<u>Actual Hourly Rate</u>
	<u>Contract</u> <u>Min. Hourly Rate</u>	
Freight Handlers	\$.925	\$.925
Shipping Clerks	.925 to .975	.925 to 1.21
Receiving Clerks	.95	.925 to 1.21
Packers	.925	.85 to .925
Checkers	.975	.925 to .975
Foremen	.925 and 50¢ a day	1.00 to 1.21
Gnl. Warehousemen	.925	.985
Stockmen	.85 to .925	.85 to .925
Order Fillers	.85 to .925	.85 - .925
Bill Filers	.85 to .925	.85 - .925
Head Stockmen	.925	.925
OP Order Fillers	.85 - .925	.925
Janitors	.925	.875

Houses Under ILWU Contracts:

San Francisco
 Alexander Smith & Sons Carpet Co.
 American Import Co., The
 American Thread Co. Inc.
 Butler Brothers
 Genesey, W.A. The Baby Shop
 Walton N. Moore Dry Goods Co. Inc.
 Spool Cotton Co.
 D.N. & E. Walter, Co.
 Wilson Bros.

L. Myers Co.
 Morse, A.U. & Co.
 Wachusett Shirt Co.
 Stettheimer Co.

Oakland
 Dorman Hat and Cap
 Sealy Mattress Co.
 Spool Cotton Co.

San Francisco Bay Area

<u>Job Classifications</u>	<u>RETAIL STORES</u>	
	<u>Contract</u>	<u>Actual Hourly Rate</u>
	<u>Min. Hourly Rate</u>	
Packers	\$.925	\$.925
Receiving Clerks	.925	.925 to .99
Freight Handlers	.925	.925
Checkers	.975	.99
Shipping Clerks	.975	.9875 to .99
Foremen	.925 and 50¢ per day	.9875 to .99
Order Fillers	.875 - .925	.925

Houses Under ILWU Contracts:

San Francisco
 Dohrmann Commercial Co.
 Gallenkamps Stores
 Sears Roebuck & Co.
 Weinstein Co.
 Woolworth, F. W. Co.

Industry Group VI -- Drugs

Chemical and Sanitary Supply

Beauty Parlor Supply

San Francisco Bay Area

	<u>DRUGS</u>		
	<u>Contract</u>		
<u>Job Classifications</u>	<u>Min. Hourly Rate</u>		<u>Actual Hourly Rate</u>
Freight Handlers	\$.925		\$.925
Order Fillers	.875 to .925		.875 to .955
Stockmen	.875		.875 to .99
Packers	.875 to .975		.875 .99
Checkers	.985 to 1.045		.975 to .99
Shipping Clerks	.965 to \$1.075		.9675 to 1.075
Receiving Clerks	.965 to 1.045		.9625 to 1.045
Foremen	.925 plus 50¢ per day to 1.03		.9625 to 1.03
Premium Men	.925		1.015
Beginners. 1st 6 months	.67½		.70
2nd 6 months	.70		.72½
Asst. Shipping Clerks	.925		.925
Stackers	.875		.8775
Conveyor Boy	.875		.8775
Basket Boy	.875		.8775
Short Boy	.875		.8875
Lab Workers	.875		.8775
Inventory Clerks	.925		1.00
Women	.75		.8775

Houses Under ILWU Contracts:San Francisco

American Druggists Syndicate Co.
 Coffin Redington Co.
 Cooperative Drug Syndicate
 Drug Exchange Inc.
 Erlin, J. Theo Co.
 Herb-Verdi Co.
 Kotex Co.
 McKesson & Robbins Inc.
 Morgan & Sampson
 O'Callaghan, J.S. & Son
 Owl Drug Co., The
 Rothschild, Julius & Co.
 Scott and Gilbert Co.
 Shumate's Drug Co.
 Personal Products Co.
 United Drug Co.
 Wyeth, John & Bro. Inc.
 Yardley & Co., Ltd.
 Dean, G.B. Drug Co.
 Sterling Products Inc.
 Pitman-Moore Co.
 Bristol Myers Co.
 The Upjohn Company
 Hexol Inc.
 Lederle Laboratories Inc.

CHEMICAL AND SANITARY SUPPLY

<u>Job Classifications</u>	<u>Contract</u>	
	<u>Minimum Hourly Rates</u>	<u>Actual Hourly Rate</u>
Freight Handlers	\$.925	\$.925 -.95
Stockmen	.925	.925
Furnace Men	.925	1.075
Furnace Helpers	.925	.975
Laborers	.925	.925
Yardmen	.925	.925
Car Loaders	.925	.925
Sack Sewers	.925	.925
Offic. Verifiers	.975	.975
Mill Operators	.975	.975
Process Operators	.975	.975
High Lift Truck Oper.	1.075	1.075
Keymen	1.00	1.00
Foremen	1.00 - 1.025	1.075 and 190. - to 225. - p. month
Packers	.925	.925 to .975
Asst. Shipping Clerks	.925	.925
Shipping Clerks	1.075	.95 to 1.06
Receiving Clerks	.925	.95
Janitors	.925	.95
Maintenance Men	.925	.95
Order Clerks	.975	.925 to .975
Women		
Beginners	.875	.875
Krutchner Men	.925	1.00
Kettle	.925	1.00

Houses Under ILWU Contracts:

<u>San Francisco</u>	<u>Oakland</u>
Consolidated Chemical Industry Inc.	Emeryville Chemical Co.
Dearborn Chemical Co.	The Alloys Co.
Ditzler Color Co.	Dewey and Almy Chemical Co.
Hockwald Chemical Co.	Clorox Chemical Co.
Johnson, S.C. and Sons	Chemical and Pigment Co.
Los Angeles Soap Co.	* Colgate Palmolive Peet Co.
Marshall, Dill	Pacific Guano Co.
Minnesota Mining and Chemical Co.	Paraffine Co.
Pioneer Soap Co.	
San Francisco Sulphur Co.	
West Disinfecting Co.	

* complete data at your request

San Francisco Bay Area

BEAUTY PARLOR SUPPLY

<u>Job Classifications</u>	<u>Contract Min. Hourly Rate</u>	<u>Actual Hourly Rate</u>
Freight Handlers	\$.925	.925
Packers	.925	.925
Shipping Clerks	.925	.925
Women	.70	.70
Foremen	.925 plus \$.50 per day	.925 plus \$.50 p.d.
Foreladies	.70 " " " "	.70 " " " "

Houses Under ILWU Contracts:

San Francisco
 Lovalon Laboratories
 Paris Beauty Parlor Supply Co.
 Reid and Sibell, Inc.
 Beauty Shop Supply Co.
 Sommer, S. and Co.

Industry Group VII -- Refineries

San Francisco Bay Area

<u>Job Classifications</u>	<u>REFINERIES</u>	
	<u>Contract</u>	<u>Actual</u>
	<u>Min. Hourly Rate</u>	<u>Hourly Rate</u>
Freight Handlers	\$.925	\$.925 - 1.025
Machine Operators	.975	.975 - 1.00
Machine Operators' Helpers	.975	.975
Maintenance	.925	.925
Laborers	.925	.925
Packers	.925	1.00
Shipping Clerks	.925	1.05 - 1.09
Receiving Clerks	.925	1.05 - 1.09
Women	.70	.975
Order Fillers	.925	.925 - 1.095
Foremen	.925	1.035 - 1.0525
Asst. Shipping Clerks	.925	.995
Asst. Receiving Clerks	.925	.995
Mixer in Powder Room	.925	.925
Oil Compounder	.925	.925
Cleanup man	.925	.925
General Help	.925	.925
Refiner	.925	1.025
Truckdriver	.925	1.075

Houses Under ILWU Contracts:San Francisco

Best Foods, Inc.
 American Cream of Tartar Co.
 Houghton, E. F. & Co.
 Pacific Vegetable Oil Corp.
 Arabol Mfg. Co.
 Western Sugar Refinery
 Western Vegetable Oils Co., Inc.
 Dorward and Sons

Oakland

El Dorado Oil Works
 Durkees Famous Foods
 Vitab Corp.

Industry Group VIII -- Box and Barrel

Hide

Waste Products

San Francisco Bay Area

	<u>BARREL AND BOX</u>		
<u>Job Classifications</u>	<u>Contract</u> <u>Min.Hourly Rate</u>		<u>Actual</u> <u>Hourly Rate</u>
Freight Handlers	\$.85 - .925		\$.85 - .925
Order Fillers	.80 - .95		.80 - 1.00
Stockmen	.925 - .95		.95
Packers	.925		.925
Steel Drum Wash. Mach.	1.025		1.025
Operators			
Drum Testers	.925		1.025
Drum Painters	1.025		1.025
Drum Drayers	1.025		1.025
Box Makers	.85		.90
Rip Sawyers	1.00		.90
Foremen	.50 p.d. more than min.		1.00
Stitchers	.85		.85
Laborers	.85 - .925		.85 - .925
Women	.625 - .70		.625 - .70
High Speed Latchers	1.10		1.10
Lumbering	.85 - .95		.85 - .95
Common Labor	.85		.85

Houses Under ILWU Contracts:San Francisco

Bauer Cooperate Co.
 California Barrel Co.
 Barkoff Container Co.
 Pioneer Box & Carton Co.
 Pacific Container Co., Ltd.
 Roy Box Co.
 Atlas Box Co.
 Bay City Box Co.
 Half Moon Bay Drum & Box Co.

Oakland

Associated Box & Crate Co.
 Corrugated Kraft Containers, Inc.
 Boyles Mfg. Co.
 Springfield Cedar Co.
 J. H. Baxter Co.

San Francisco Bay Area

HIDE

<u>Job Classifications</u>	<u>Contract Min. Hourly Rate</u>	<u>Actual Hourly Rate</u>
Freight Handlers	\$.925	\$1.025
Foremen	.925 plus \$.50 per day	1.0875
Packers	.925	.925
Scrapers	.975	.975

Houses Under ILWU Contracts:

San Francisco
 Bissinger & Co.
 San Francisco City Calfskin Co.

San Francisco Bay Area

WASTE PRODUCTS

<u>Job Classifications</u>	<u>Contract Min. Hourly Rate</u>	<u>Actual Hourly Rate</u>
Freight Handlers	\$.925	\$.925
Shipping Clerks	.975	.975
Press Operators	.975	.975
Maintenance	1.025	1.025
Women	.75	.75
Foremen	.925 plus .50 per day	1.0375
Press Fillers	.975	.975
Janitors	.925	.925

Houses Under ILWU Contracts:

San Francisco
Independent Paper Stock Co.
California Wiping Material Co.