A STUDY OF THE COLLECTIVE BARGAINING PROCESS
AFTER ISSUANCE OF THE CERTIFICATION OF
REPRESENTATIVE AND AN ANALYSIS OF
SIMILARITIES IN RATIFIED
CONTRACTS

DISSERTATION

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by

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This project explored the period immediately following the NLRB certification of the representation election wherein a Certification of Representative was actually issued. The intent was to examine the ultimate effects of the collective bargaining process after a labor organization was recognized as the official bargaining agent for a bargaining unit. The main purpose of this study was to investigate the collective bargaining process between two established dates: (1) the date the union was certified the collective bargaining agent, and (2) the date a collective bargaining agreement, if any, was obtained.

NLRB permission was obtained to examine certain records for two fiscal years: the Petition, Agreement for Consent Election, and Stipulation for Certification Upon Consent Election. Two types of research tools were developed: a questionnaire for gathering study data and a checklist to be used for analyzing similarities among collective bargaining agreements. Two questionnaires were mailed for each election which was studied (one to management and one to the union). Each party was asked to submit a copy of the collective
bargaining agreement, if any, which was negotiated as a result of that particular election.

Study data and findings were organized and presented by four research hypotheses. Hypothesis 1 stated that once a collective bargaining agent is certified as the collective bargaining representative by the NLRB, it will be successful in negotiating a collective bargaining agreement. Hypothesis 2 stated that there will be no difference in the amount of time required to negotiate and ratify a collective bargaining agreement following a consent election as compared with stipulated consent or directed elections. Hypothesis 3 stated that once a collective bargaining agreement is negotiated and ratified, it will be renewed at its expiration date. Hypothesis 4 stated that there will be no real difference in basic items negotiated in the collective bargaining agreements.

Hypothesis 1 was not supported based on total elections (232) for both fiscal years combined. Only 39.7 per cent of all elections "won" by unions resulted in a collective bargaining agreement. However, when percentages were calculated only for responses received, the great majority (75.4 per cent) of all elections did result in the achievement of a collective bargaining agreement.

Hypothesis 2 was not supported by the research responses received. For both years combined, there was a difference in the amount of time required to negotiate and ratify a
collective bargaining agreement following a consent election (average 67.2 days) as compared with stipulated consent (average 104.8 days) or directed elections (average 74.7 days).

Based on a simple majority, Hypothesis 3 was supported. For FY 72, 56.0 per cent of the respondents obtained a subsequent contract. For FY 75, 53.6 per cent did. For both years combined, 55.1 per cent did. The majority of elections to account for in all three situations resulted in subsequent contracts negotiated.

Hypothesis 4 was supported for the contracts examined. Of 33 categories of items, 20 items (60.6 per cent) were mentioned in a minimum of 61.0 per cent of these contracts and a maximum of 100.0 per cent. The categories mentioned would be most important to the union, and center around three main issues: wages, union security and grievance-arbitration procedures. Almost every contract examined mentioned these: wages (97.6 per cent), union security (95.1 per cent), and grievance-arbitration procedures (100.0 per cent).
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CHAPTER I

INTRODUCTION

The arena of collective bargaining is governed primarily by three major labor laws. These are the National Labor Relations Act (NLRA) of 1935 (Wagner Act), the Labor Management Relations Act of 1947 (Taft-Hartley Act), and the Labor-Management Reporting and Disclosure Act of 1959 (Landrum-Griffin Act). The latter two are basically amendments to the National Labor Relations Act. Separately and collectively, this legislation suggests and dictates behavior patterns for the employer and the labor organization involved in collective bargaining.

The NLRA (Title I, Section 1) states that

It is hereby declared to be the policy of the United States to eliminate the causes of certain substantial obstructions to the free flow of commerce and to mitigate and eliminate these obstructions when they have occurred by encouraging the practice and procedure of collective bargaining and by protecting the exercise by workers of full freedom of association, self-organization, and designation of representatives of their own choosing for the purpose of negotiating the terms and conditions of their employment or other mutual aid or protection (6).

The NLRA proposed that each party possesses legitimate rights in their relationship and the NLRA upholds these rights under law. It defines and protects these rights, establishes the collective bargaining process, and bars certain employer and
labor organization practices considered harmful to the public welfare and interests.

The NLRA defines rights of workers to organize and bargain collectively with their employers through labor organization representatives chosen in a secret-ballot election. It also lists employer and labor organization practices which are unfair labor practices and not allowed by law.

The NLRA established the National Labor Relations Board (NLRB) and a General Counsel to carry out and safeguard its provisions. There are more than forty-five regional and field offices across the country. The General Counsel and staff at the regional offices are responsible for investigating and prosecuting unfair labor practice cases. The Regional Director is responsible for conducting representation elections in organizations which affect interstate commerce. The five-member Board, which is located in Washington, D.C., handles appeals from the regional level on unfair labor practices and questions concerning representation elections. Appeals of the five-member Board decisions are made to the United States Court of Appeals and then to the Supreme Court of the United States.

The NLRA as amended by the 1947 and 1959 legislation covers all aspects of unionizing activities, elections, and unfair labor practices. But once election results are certified by the NLRB, the NLRA and the NLRB cease to exercise
active jurisdiction over the collective bargaining process unless one party files an unfair labor practice charge against the other party for refusing to bargain in good faith. Section 8(d) of the NLRA requires "... the execution of a written contract incorporating any agreement reached if requested by either party, but such obligation does not compel either party to agree to a proposal or require the making of a concession" (6). In all cases almost without exception, the verbal agreements are reduced to writing in the form of the collective bargaining agreement.

Background of the Study

The initial step in the collective bargaining process begins when a union representative or a worker representative approaches the management of a company and indicates that the workers desire to be unionized. If management accepts this and agrees to a union, this would end the process and the two parties could immediately commence negotiation of a collective bargaining agreement. This is a perfectly legitimate procedure, but the NLRB does not become involved in this arrangement.

This study is concerned with the collective bargaining process as it involves the NLRB. The union representative or a worker representative approaches management and indicates that the workers wish to become unionized. Management is not
under any legal obligation to voluntarily recognize a union as the bargaining agent, and can refuse to accede to this request.

By law, the workers can approach the regional office of the NLRB and complete a Petition. The work group must have a thirty per cent showing of interest (generally in the form of signed authorization cards) before the NLRB will pursue the issue. The Petition sets forth certain information such as the type of petition (representation, decertification, unit clarification, and so forth), names and addresses of employer and union, type of establishment, number of employees in the unit, persons to be included or excluded from the proposed bargaining unit, and whether or not a request for recognition as bargaining representative was made to the employer.

Management and the union next complete and sign either an Agreement for Consent Election or a Stipulation for Certification Upon Consent Election form. Both forms list the same information; however, the former leads to a "consent" election, the latter a "stipulated" election. (See Definition of Terms.) These documents specify the following:

1. Ballot Wording. This allows for one or more unions to be listed as the choice(s) on the election ballot.

2. Payroll Eligibility Date. Workers actually listed on the company payroll as of an established date and still
working for the firm at election date are eligible by law to vote in the election.

3. Time and Place of Election. The date, time, and location of the election are decided upon in advance. This allows time for both parties to plan pre-election activities.

4. Appropriate Bargaining Unit. In general, the NLRB agrees to the bargaining unit proposed by management and the union. However, the description of the proposed bargaining unit on the Petition and the approved bargaining unit on the stipulation may not be the same. The bargaining unit set forth on the stipulation is the final unit as approved by the NLRB after any objections have been raised and/or any hearings held on this particular issue. For example, supervisors are not permitted to belong to the same unit as rank-and-file members. Occasionally, supervisors are included in a proposed bargaining unit and an objection is raised by one of the parties. This must then be settled through the NLRB. The integrity of the bargaining unit is literally at the heart of the matter and the NLRB is careful to see that the unit's best interests will be served by properly defining an appropriate bargaining unit.

5. Finally, the stipulation forms contain the dated signatures of representatives of management and the union, and the Regional Director of the NLRB.

From this point, the event which is of supreme importance is the election itself. If necessary, the NLRB will order or
direct that an election be held when the two parties fail to agree. The Regional Director has the authority to direct this election to be held after hearing proceedings are completed (directed election).

Behavioral guidelines for pre-election activities have been developed over the years. Various rules have been formulated through Supreme Court decisions which govern what management and the union may or may not do with regard to attempting to "persuade" the workers to vote either for or against the union in the election. Violations of these rules and guidelines can result in unfair labor practice charges under Section 8(a) or 8(b) of the NLRA (6).

The election itself is conducted by secret-ballot voting. Both parties will have representatives at the poll to insure proper election procedures. The ballots are then given to a NLRB representative for counting. Finally, a union is certified as the collective bargaining representative through issuance of a Certification of Representative. If the union did not receive a majority vote, the NLRB issues a Certification of Results of Election which states that no union is the collective bargaining representative.

Significance of the Study

The main purpose of this study was to investigate the collective bargaining process between two established dates: (1) the date the union was certified as the collective
bargaining agent, and (2) the date a collective bargaining agreement, if any, was obtained. It was discovered that a void existed both in the literature and in actual day-to-day knowledge. For example, the NLRB publishes data on election results. The U.S. Department of Labor and some private publishers provide data about the contents of collective bargaining agreements. However, data on the collective bargaining process leading to an agreement is virtually non-existent. This research project attempted to fill that gap to the greatest extent possible and within the confines set forth in this first chapter.

Further, this project explored this one time frame with the objective of answering certain questions formulated in the hypotheses. Examples of some questions are as follows: (1) Did the union obtain a collective bargaining agreement? (2) Did the union obtain successive agreements? (3) How long did it take for the union to obtain such an agreement? and (4) What items were contained in the agreements themselves?

Significantly, this project developed a study and analysis of the collective bargaining process and explored a then existing gap of knowledge. As a direct result of this study, much new data have been generated which should serve as a basis and guide for future study and research.
Statement of the Problem

Once the election process is completed, the formal procedure of collective bargaining begins. Collective bargaining is the process whereby the employer and an authorized representative of the workers meet to bargain in good faith over wages, hours, and other terms and conditions of employment. The results of this negotiating activity are subsequently ratified by the rank-and-file workers and/or union officials, and both parties will abide by this collective bargaining agreement for a specified period of time.

It has been discovered, however, that there is a missing segment in current knowledge about collective bargaining. A search of the literature and contacts with the NLRB regional office in Fort Worth, Texas, and the AFL-CIO Research Department in Washington, D.C., and several labor representatives in Dallas and Fort Worth, Texas, disclosed that once the results of the representation election are ratified, little or nothing is known about subsequent events. The NLRB Region 16 office stated, for example, that it has no facts to indicate whether or not a collective bargaining agreement is even negotiated, let alone ratified. There are few other data available to indicate whether employer-union relations are harmonious, time frames in the negotiation-ratification process, unfair labor charges subsequently filed which can be traced directly to this process, similarities in negotiated agreements regardless of union size, type, and so forth.
This project explores the period immediately following the NLRB certification of the representation election wherein a Certification of Representative was actually issued. The intent is to examine the ultimate effects of the collective bargaining process after a labor organization is recognized as the official bargaining agent for a bargaining unit.

Hypotheses

The hypotheses were developed in such a manner as to research specific segments of the total time frame between the issuance date of the Certification of Representative and the contract date. The hypotheses are as follows:

1. Once a collective bargaining agent is certified as the collective bargaining representative by the NLRB, it will be successful in negotiating a collective bargaining agreement.

2. There will be no difference in the amount of time required to negotiate and ratify a collective bargaining agreement following a consent election as compared with stipulated consent or directed elections.

3. Once a collective bargaining agreement is negotiated and ratified, it will be renewed at its expiration date.

4. There will be no real difference in basic items negotiated in the collective bargaining agreements.
Definition of Terms

Bargaining unit.—Each collective bargaining agreement covers a particular group of employees. These workers affected by this collective bargaining agreement compose a bargaining unit.

Certification.—This is the election result which is issued by the NLRB Regional Director. If a majority of the workers designate a union as their exclusive bargaining representative, then a Certification of Representative is issued. When no union receives a majority vote, a Certificate of Results of Election is issued.

Collective bargaining.—Section 8(d) of the NLRA defines collective bargaining as follows:

... to bargain collectively is the performance of the mutual obligation of the employer and the representative of the employees to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an agreement, or any question arising thereunder, and the execution of a written contract incorporating any agreement reached if requested by either party, but such obligation does not compel either party to agree to a proposal or require the making of a concession ... (4).

Collective bargaining agreement.—The collective bargaining agreement may also be referred to as the "contract." This agreement or contract is the written record of the terms and other conditions agreed upon by the employer and the representative of the employees as a result of bargaining.
collectively over wages, hours, and other terms and conditions of employment.

**Election.**—The election process begins when a Petition is filed with the NLRB Regional Director. This Petition requests that an election be held for the purpose of determining whether or not a majority of the employees wish to be represented by a union.

Elections may be either informal or formal proceedings. The informal elections involve either the agreement for consent election (consent election) or the stipulation for certification upon consent election (stipulated consent election). The **directed election** is the formal method.

In the consent or stipulated consent elections, such factors as unit, date, time and place of election, and eligibility cutoff date for voters, are agreed to before the election. If the parties (company and union) cannot agree on these points, avenues are available for resolving the issue. In the consent election, the parties waive their right to a hearing at any stage. The NLRB Regional Director is responsible for settling the matter; his decision is final and binding. Then both parties sign the stipulation agreement form and an election will be held.

In the stipulated consent election, the two parties waive their rights to a hearing before the election. The Regional Director handles any initial post-election challenges. However, any appeals go to the national Board in Washington, D.C.
In the directed election, a formal hearing is held when the parties fail to agree. Upon completion of hearing proceedings, the Regional Director has the authority to direct that an election be held. Any reviews go to the national Board for settlement.

**Employee.**—Section 3(f) of the NLRA states that

"Employee" means any individual employed by an employer, and includes any individual whose work has ceased as a consequence of, or in connection with, any current labor dispute or because of any unfair labor practice or because of any exclusion or expulsion from a labor organization in any manner or for any reason inconsistent with the requirements of this act (5).

**Employer.**—Section 3(e) of the NLRA defines employer as follows:

"Employer" means any employer or any group or association of employers engaged in an industry affecting commerce (1) which is, with respect to employees engaged in an industry affecting commerce, an employer within the meaning of any law of the United States relating to the employment of any employees or (2) which may deal with any labor organization concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work, and includes any person acting directly or indirectly as an employer or as an agent of an employer in relation to an employee but does not include the United States or any corporation wholly owned by the Government of the United States or any State or political subdivision thereof (5).

**Labor dispute.**—Section 3(g) of the NLRA defines this as

"Labor dispute" includes any controversy concerning terms, tenure, or conditions of employment, or concerning the association or representation of persons in negotiating, fixing, maintaining, changing, or seeking to arrange terms or conditions of employment, regardless of whether the disputants stand in the proximate relation of employer and employee (5).
**Labor organization.**—This term is used interchangeably with "union." Labor organization is defined by Section 3(i) of the NLRA as

"Labor organization" means a labor organization engaged in an industry affecting commerce and includes any organization of any kind, any agency, or employee representation committee, group, or association, or plan so engaged in which employees participate and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours, or other terms or conditions of employment, and any conference, general committee, joint or system board, or joint council so engaged which is subordinate to a national or international labor organization, other than a State or local central body (5).

**Member.**—This term refers to an individual who belongs to a labor organization and is considered a member in "good standing." Section 3(o) of the NLRA states that

"Member" . . . when used in reference to a labor organization, includes any person who has fulfilled the requirements for membership in such organization, and who neither has voluntarily withdrawn from membership nor has been expelled or suspended from membership after appropriate proceedings consistent with lawful provisions of the constitution and bylaws of such organization (5).

**NLRA.**—This is the National Labor Relations Act of 1935, as amended. It is sometimes referred to as the Wagner Act or, in this study, as the NLRA.

**NLRB.**—This is the National Labor Relations Board established by the National Labor Relations Act of 1935. It encompasses the General Counsel, regional, subregional, and resident offices. The Board is responsible for conducting
representation elections, certifying election results, and preventing the occurrence of unfair labor practices by employers and unions. In 1961, the Board delegated most of its powers of conducting elections to the Regional Director and his staff, who now actually supervise most elections.

**NLRB Region 16 office.**--This refers to the NLRB regional office which is located in Fort Worth, Texas. It encompasses Oklahoma and the northern half of Texas, which includes the panhandle and El Paso to east Texas in a line above Austin.

**Negotiation.**--This is the procedure whereby representatives of the employer and the labor organization meet and confer in good faith to try to reach agreement on wages, hours, and other terms and conditions of employment through the process of collective bargaining.

**Petition.**--This NLRB form is submitted to the proper NLRB regional office to accomplish one of two basic things. It may request either initial recognition of a labor organization or decertification of an existing collective bargaining agent (unit).

**RC.**--This is a petition filed by the employer in which a question concerning representation has arisen. The petition requests an election be held to determine the collective bargaining representative.
Ratification.--This is the approval of the collective bargaining agreement by the local rank-and-file union members, the national union, and/or the company board of directors or stockholders, or some other company authority.

Representation election.--This is the secret-ballot election conducted by the NLRB among appropriate bargaining unit workers to determine whether or not these workers want to be represented by a labor organization for collective bargaining purposes.

Unfair labor practices.--This term refers to any of the unfair labor practices enumerated in Section 8 of the NLRA (6). Any unfair labor practice charge may be levied against employers or labor organizations.

Methodology

As the initial step in this study, permission was requested and obtained from the NLRB headquarters in Washington, D.C., to use records at the NLRB Region 16 office in Fort Worth. Permission was confined only to records considered to fall in the public domain. The records examined were the Petition, Agreement for Consent Election, and Stipulation for Certification Upon Consent Election forms for fiscal years 1972 (July 1, 1971 through June 30, 1972) and 1975 (July 1, 1974 through June 30, 1975) [hereafter, FY 72 and FY 75 respectively]. Any other records were classified as
confidential and were not made available for inspection. However, the documents just specified were more than adequate for this study.

The data taken from these three documents have already been commented upon in the section titled "Background of the Study," and will not be covered again here. However, once the names and mailing addresses of the two parties to the election were obtained, the NLRB Region 16 office ceased to function as a source of study data. The NLRB was used solely as a means to contact these parties and all other data were obtained directly from the companies and the unions.

Two types of research tools were developed: a questionnaire for gathering study data and checklist to be used for analyzing similarities among collective bargaining agreements. The questionnaire (Appendices A and B) was designed to accommodate the time frame of this study. In other words, each section of the questionnaire is related to one of the first three hypotheses. The checklist provides information for the fourth hypothesis (Appendix C).

In actuality, two versions of the same questionnaire were developed: one for management and one for the union. The same basic information was asked on each set of questionnaires. It was considered desirable to have the questionnaires worded differently so that they would be as clear as possible to the two parties in question. They were also set up in this
manner so that a response from either management or the union would suffice for the purpose of the study. Thus, two questionnaires were mailed for each election which was studied. Two hundred and thirty-two elections were involved and a total of 464 questionnaires was mailed. Each party was asked to submit a copy of the collective bargaining agreement, if any, which was negotiated as a result of that particular election. A cover letter explaining the project was included (Appendix D).

After development of the questionnaires, they were pre-tested for readability, sequencing of questions, and clarity. Several individuals were involved in this activity: one individual at the NLRB Region 16 office, an international representative for the International Association of Machinists, an Assistant Professor of Management at North Texas State University, the chairman of the department of Behavioral Sciences at North Texas State University, and two persons unfamiliar with collective bargaining in general. Any questions or comments about clarity and content were closely scrutinized, and the final version of the questionnaire was written. Where necessary after mailing, telephone calls were made to clarify a respondent's answer or ask for missing data. Additional memorandums were mailed to some parties for this same purpose.

The validity of the questionnaires should not be questioned. The questions were couched in terms of actualities, i.e.,
days of negotiating, number of agreements before the final draft, and threat of a strike by the union. There were no subjective judgments called for on the part of the respondent, only verifiable facts.

A second batch of questionnaires was mailed to non-respondents one month after the initial mailing. A supplementary note was included with the repeat questionnaire, requesting that the party reply negatively if he did not wish to participate in the project. The telephone was also used extensively at this point to trace missing questionnaires.

One noteworthy fact is that only one returned questionnaire was deleted from the study; this was because the respondent answered the questions for an election other than the one requested. All other returned questionnaires were considered usable even if only a portion of the questionnaire was completed. Some respondents declined to participate in the study but inadvertently answered Hypothesis I through notations such as "this company never had a union on board" or "we never had a contract and do not think this questionnaire applies to us."

The base for all tables and figures is elections, in which a response from both parties is counted only as one response. In other words, even though there were mailings to both parties for a single election, the concern here centers on the election and not on the mailings, since both questionnaires asked for essentially the same information.
Out of 122 total usable responses (Table I), there were only 18 instances in which both parties to the same election responded. In the other 104 elections, either the company (53 instances) or the union (51 instances) responded.

The response rates were quite satisfactory and are set forth in Table I, titled "Rate of Questionnaire Responses." Total elections (232) were 127 for FY 72 and 105 for FY 75. Total usable replies ran 51.2 per cent (FY 72) and 54.2 per cent (FY 75), or 52.6 per cent overall. The column headed "No Reply" sets out the percentages of elections in which nothing was heard from either party. "No Reply" ran 26.0 per cent (FY 72) and 24.8 per cent (FY 75), or 25.4 per cent overall. The column headed "Could-Would Not Help" accounts for 13.4 per cent (FY 72) and 14.3 per cent (FY 75), or 13.8 per cent overall. These are respondents who wrote and said that for one reason or another, they could or would not participate in the study. Rates in "Returned by Post Office" were 9.4 per cent (FY 72) and 6.7 per cent (FY 75), or 8.2 per cent overall. These were responses returned by the post office with notations to the effect that the addressee was no longer there or that the post office box was closed with no forwarding address. In some cases, the current boxholder or occupant jotted a phrase on the envelope to the effect that the addressee was no longer in business. An attempt to find
these parties was made by checking the then most current
telephone directories (April, 1977) for the appropriate city. They were not listed. It would seem permissable to conclude
that these firms were no longer in operation. In all, 74.0
per cent (FY 72) and 75.2 per cent (FY 75) or 74.6 per cent
overall of total questionnaires mailed were accounted for in
some manner.

Most respondents who answered completed the entire
questionnaire. Excuses for declining to participate in the
study centered on the issue of confidentiality. A typical
response was that "this information is highly classified,
or confidential, and we do not release it to anyone outside
the company." Another response used in declining was that
"the person who handled this [negotiations] is no longer
with the company and no one here knows anything about it
[negotiations]."

In total, there were 110 elections about which very
little was really known (Table I). Of this 110, something
was heard from 51, in that the replies were either returned
by the post office (19) or the parties (32) who did not wish
to respond. This leaves 59 instances in which no response
to the questionnaire was received. There is no reason, how-
ever, to suspect that these non-respondents were in any way
different from the respondents. Records at the NLRB Region
16 office indicated that in all of these 110 cases, the union
TABLE I

RATE OF QUESTIONNAIRE RESPONSES

| Type of Case | FY 72 | | | | | Total |
|--------------|------|---|---|---|---|
|              | Usable Reponses | No Reply | Could/Would Not Help | Returned by Post Office | Per Cent |
| Directed     | 11    | 7  | 5  | 2  | 51.2 |
| Consent      | 23    | .  | 2  | .  | 26.0 |
| Stipulated   | 31    | 26 | 10 | 10 | 13.4 |
| Total        | 65    | 33 | 17 | 12 | 100.0 |

Total percentage accounted for: 74.0% (100% - 26.0)

| Type of Case | FY 75 | | | | | Total |
|--------------|------|---|---|---|---|
|              | Usable Reponses | No Reply | Could/Would Not Help | Returned by Post Office | Per Cent |
| Directed     | 7     | 3  | 2  | .  | 57  |
| Consent      | 13    | .  | .  | 1  | 54.2 |
| Stipulated   | 37    | 23 | 13 | 6  | 25.4 |
| Total        | 57    | 26 | 15 | 7  | 100.0 |

Total percentage accounted for: 75.2% (100% - 24.8)

|                  | Both Years Combined | | | | | |
| Total            | 122 | 59 | 32 | 19 | 232 |
| Per Cent         | 52.6 | 25.4 | 13.8 | 8.2 | 100.0 |

Total percentage accounted for: 74.6% (100% - 25.4)
"won" the election. The collective bargaining process itself then either results in a negotiated collective bargaining agreement or it does not. There is no other possibility which could occur. All that was not known in the case of these 110 elections was whether or not a contract was obtained or was not obtained.

The majority of respondents answered the entire questionnaire, and where possible submitted a copy of the collective bargaining agreement. Some parties called, long-distance, at their expense, to clarify a point or two before returning data. One party even called again after allowing time for the material to be mailed, to ask if there were any questions about responses. This same individual had his business manager in another city call to give additional information on a second questionnaire. This party also said to call collect if any other information was needed. Some other respondents wrote notes which in general said: (1) Good luck on the study, (2) How pleased they were that someone was asking the union for input, and (3) Not to hesitate to write or call for any further assistance.

Two different fiscal years (1972 and 1975) were selected for this study. Hypothesis III called for followup data on the negotiation of successive collective bargaining agreements. Consequently, there was a deliberate rationale for using FY 72 and FY 75. Fiscal years were chosen because NLRB
statistics for the United States are reported by fiscal year in the NLRB's annual report(s). The choice of FY 72 allowed for a time span of almost five years to the June, 1977, date of mailing the questionnaires which was deemed necessary to allow for the renegotiation of any three-year collective bargaining agreements. The selection of FY 75 allowed for the most complete, current set of data available at the time of starting this project. It also allowed a review of renegotiations of any one-year collective bargaining agreements which may have been renegotiated. Finally, the use of two different fiscal years allowed for comparisons and contrasts of different trends, bargaining topics, and so forth.

It was thought that conventional statistical methods would not be appropriate for this project. It cannot be stressed too highly that this is descriptive research, not prescriptive. An attempt was made to confirm that traditional statistical methods would not apply to this research. A series of statistical tests was conducted (Bartlett's chi-square, Fisher's T, and F ratio). A comparison of the three means (unequal sample sizes) clearly indicated that these data did not lend themselves to conventional statistical tests, thus supporting the above view regarding statistical tests.

Additionally, it may be noted that mathematical presentations in this study are confined to those appropriate for
descriptive data: percentages, days, actual occurrences, and so forth. It was also decided to round all figures in the report to one decimal place to make them more meaningful and less confusing for the reader. For example, it was thought that 10.4 days was better than 10.36 or 10.368 days.

Delimitations

This research project was limited to NLRB Region 16. The study period was confined to elections conducted in fiscal years 1972 (July 1, 1971 through June 30, 1972) and 1975 (July 1, 1974 through June 30, 1975). Only elections in which a Certification of Representative was issued were studied.

Copies of collective bargaining agreements were analyzed for similarities in types of items negotiated. No attempt was made to assess the "quality" of agreements negotiated. Each agreement governs a particular company and a particular bargaining unit. What might represent a "quality" contract for one situation would not do so for another. Hence, interest in these agreements was limited solely to types of items, e.g., seniority, grievance clauses, and management rights.

This study was and is not intended to be a criticism of the NLRB Region 16 office. Comments are applicable only to the elections studied. Findings and recommendations can only be made with reference to this study group.
Search of the Literature

This dissertation is unusual in that although a literature search was performed, it was discovered that there have been no other studies done on this particular topic. Consequently, this section is covered in Chapter I instead of being presented as the conventional Chapter II, since there is nothing to report on except the methodology of the literature search itself.

A literature search was performed as the initial step in this study. One main objective was sought, and this was to make certain that this study was original; that is, had not already been done in the past.

The results of the literature search disclosed that a study of the collective bargaining process between the date of issuance of the Certification of Representative and the date of contract ratification had not been performed. Two sources were used in this search: standard periodical guides (Business Periodical's Index and Work Related Abstracts) and Dissertation Abstracts. Literature between 1965 and April, 1977, was searched.

Only one study related to the collective bargaining process was discovered. This was Philip Ross's study and analysis of Taft-Hartley Section 8(a) (5) charges. This section deals with management's obligation for good-faith bargaining with the union. Ross's primary concern was NLRB
activities in "interpreting and enforcing the duty to bar-
gain" (8, p. 1). The work of Ross and this study in no way overlap. Both were concerned with different topics.

Individuals were consulted in this search to ascertain whether or not unpublished research existed. The NLRB Region 16 office stated that it had no data on this topic. Several union officials in the Dallas-Fort Worth area did not know of any studies such as this in existence.

The Industrial Union Department of the AFL-CIO in Washington, D.C., was contacted. The topic investigated was the possibility of duplicating any research the AFL-CIO had already done or was doing. The Research Director replied in the negative, stating that from the project description, it was unlikely that their research would be duplicated.

This project, therefore, was not researched before. As well as could be determined, this was an original piece of descriptive research.

Outline of the Dissertation

Chapter I contains the introduction, background of the study, statement of the problem, methodology, hypotheses, and search of the literature.

Chapter II contains the analysis and review of pre-election background data which were collected and which do not pertain directly to one of the four hypotheses.
Chapter III contains the analysis and review of the four dissertation hypotheses, and additional supplementary data pertaining directly to these hypotheses.

Chapter IV contains the analysis and review of post-election background data which do not pertain directly to one of the four hypotheses.

Chapter V contains the summary, research findings, conclusions, and implications and recommendations for future research.
CHAPTER BIBLIOGRAPHY


CHAPTER II

ANALYSIS AND REVIEW OF ELECTION

BACKGROUND INFORMATION

Certain data were obtained in the course of this study which do not pertain directly to one of the four dissertation hypotheses. This information is concerned with the general background of events leading up to the NLRB certification of election results. For this reason, these data are set out separately in Chapter II.

Total Elections Held and Election Results

Table II is a two-part summary of election results for FY 72 and FY 75. The first part of Table II gives this information for the entire United States as reported by the NLRB. In FY 72, 53.6 per cent of the elections held resulted in union certification as the collective bargaining agent. For this same year, 46.4 per cent were lost by the union. In FY 75, 48.2 per cent of the elections held were won by unions and 51.8 per cent lost. Overall figures showed 51.0 per cent of the elections held was won by the union, and 49.0 per cent lost. ("Won" and "lost" are used figuratively here. "Won" means that the union received a majority of votes cast in a representation election and was certified as the collective bargaining representative by the NLRB. "Lost" means that
### TABLE II

**REPRESENTATION ELECTIONS WON AND LOST IN FY 72 AND FY 75 -- TOTAL UNITED STATES AND TOTAL REGION 16 DISSERTATION DATA**

<table>
<thead>
<tr>
<th>Year</th>
<th>Total Elections</th>
<th>Total Won</th>
<th>% Won</th>
<th>Total Lost</th>
<th>% Lost</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 72*</td>
<td>8,923</td>
<td>4,787</td>
<td>53.6</td>
<td>4,136</td>
<td>46.4</td>
</tr>
<tr>
<td>FY 75**</td>
<td>8,577</td>
<td>4,138</td>
<td>48.2</td>
<td>4,439</td>
<td>51.8</td>
</tr>
<tr>
<td>Total</td>
<td>17,500</td>
<td>8,925</td>
<td>51.0</td>
<td>8,575</td>
<td>49.0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Year</th>
<th>Total Region 16 Dissertation Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 72</td>
<td>240</td>
</tr>
<tr>
<td>FY 75</td>
<td>225</td>
</tr>
<tr>
<td>Total</td>
<td>465</td>
</tr>
</tbody>
</table>


the union did not receive a majority of the votes cast in the representation election, and that no collective bargaining agent was certified.

The second part of Table II shows that percentages of elections won and lost by unions in NLRB Region 16 for FY 72 and FY 75 are comparable. In FY 72, 52.9 per cent of Region 16 elections held resulted in the union's being certified as the collective bargaining agent. In 47.1 per cent of the elections held, the union lost. In FY 75, the union won 46.7 per cent of the total elections held and lost 53.3 per cent. Overall, 49.9 per cent of total elections held for these two fiscal years resulted in the union's being certified the collective bargaining agent and 50.1 per cent did not.

A comparison of overall results for the nation and Region 16 showed that the region is in line with national results. For the nation as a whole, 51.0 per cent of total elections held resulted in the union's winning. For Region 16, 49.9 per cent resulted in the union's winning.

For the United States, unions lost 49.0 per cent of total elections held. For Region 16, the unions lost 50.1 per cent of total elections held.

Table III supplies a breakdown of elections by category for FY 72 and FY 75, in which the union was certified as the collective bargaining agent by the NLRB Region 16 office. These categories are directed elections, consent elections,
<table>
<thead>
<tr>
<th>Election Category</th>
<th>FY 72</th>
<th></th>
<th>FY 75</th>
<th></th>
<th>Total</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>#</td>
<td>%</td>
<td>#</td>
<td>%</td>
<td>#</td>
<td>%</td>
</tr>
<tr>
<td>BD&lt;sup&gt;a&lt;/sup&gt;</td>
<td>2</td>
<td>1.6</td>
<td>1</td>
<td>1.0</td>
<td>3</td>
<td>1.3</td>
</tr>
<tr>
<td>RD&lt;sup&gt;b&lt;/sup&gt;</td>
<td>23</td>
<td>18.1</td>
<td>11</td>
<td>10.5</td>
<td>34</td>
<td>14.7</td>
</tr>
<tr>
<td>CA&lt;sup&gt;c&lt;/sup&gt;</td>
<td>25</td>
<td>19.7</td>
<td>14</td>
<td>13.3</td>
<td>39</td>
<td>16.8</td>
</tr>
<tr>
<td>S&lt;sup&gt;d&lt;/sup&gt;</td>
<td>77</td>
<td>60.6</td>
<td>79</td>
<td>75.2</td>
<td>156</td>
<td>67.2</td>
</tr>
<tr>
<td>Total</td>
<td>127</td>
<td>100.0</td>
<td>105</td>
<td>100.0</td>
<td>232</td>
<td>100.0</td>
</tr>
</tbody>
</table>

<sup>a</sup>Board directed election.
<sup>b</sup>Region directed election.
<sup>c</sup>Consent agreement election.
<sup>d</sup>Stipulated consent election.
and stipulated consent elections. By far the most common election was the stipulated consent. This category represented 67.2 per cent of total elections won for both fiscal years combined, and was the most utilized election procedure. It should be remembered that in a stipulated consent election, the Regional Director handles any post-election challenges, with any appeals of this regional decision handled by the National Board in Washington, D.C. In a consent election, the Regional Director has final and binding decision-making powers. Directed elections are those in which the Regional Director orders an election to be held. (Refer to "Definition of Terms," pages 11-12.)

Finally, information (Table IV) was available to develop a breakdown of election results by states. It will be remembered that NLRB Region 16 encompasses all of Oklahoma and approximately one-half of Texas.

TABLE IV
"WON" ELECTION BREAKDOWN BY STATE FOR NLRB REGION 16 FOR FY 72 AND FY 75

<table>
<thead>
<tr>
<th>State</th>
<th>FY 72</th>
<th></th>
<th></th>
<th>FY 75</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>#</td>
<td>%</td>
<td>%</td>
<td></td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>Texas</td>
<td>78</td>
<td>61.4</td>
<td></td>
<td>72</td>
<td>68.6</td>
<td></td>
</tr>
<tr>
<td>Oklahoma</td>
<td>49</td>
<td>38.6</td>
<td></td>
<td>33</td>
<td>31.4</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>127</td>
<td>. .</td>
<td>.</td>
<td>105</td>
<td>. .</td>
<td>.</td>
</tr>
</tbody>
</table>
In general, a large part of unionizing activities in Texas was centered around Dallas and Fort Worth. However, a survey of cities involved disclosed that, as a whole, union organizing efforts could be seen throughout all of the Texas area in Region 16. Unionizing efforts in Oklahoma were limited solely to the Oklahoma City and Tulsa areas. It is noted that areas of Oklahoma are sparsely populated, and that Texas is larger geographically.

Breakdown of Election Results by Organizations and Unions

Table V gives a breakdown of "won" elections by types of organizations involved. For both FY 72 and FY 75, manufacturing-production led to the most frequent type of organization, with 46 elections won in FY 72 and 31 elections in FY 75, or 77 elections overall. The second most common activity was the retail grocery store, with 25 elections in FY 72 and 14 in FY 75, or 39 overall. Wholesaling was third, with 17 elections won in FY 72 and 6 in FY 75, or 23 overall. Food processing was fourth, and trucking a close fifth.

The size of the company involved in "won" elections ranged from 18 to 20,000 employees in FY 72 (15 responses to this question on the questionnaire). In FY 75, company size ranged from 6 to 2,800 employees (16 responses to this question). The ranges were too skewed to permit averaging. However, it can be stated that with a combined overall range of 6 to 20,000
<table>
<thead>
<tr>
<th>Organization</th>
<th>FY 72</th>
<th>FY 75</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Airlines industry</td>
<td>..</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Army mess hall</td>
<td>1</td>
<td>..</td>
<td>1</td>
</tr>
<tr>
<td>Communications industry</td>
<td>6</td>
<td>4</td>
<td>10</td>
</tr>
<tr>
<td>Electric cooperative</td>
<td>1</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>Food processing</td>
<td>7</td>
<td>14</td>
<td>21</td>
</tr>
<tr>
<td>General office</td>
<td>2</td>
<td>1</td>
<td>3</td>
</tr>
<tr>
<td>Maintenance</td>
<td>..</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Manufacturing-production</td>
<td>46</td>
<td>31</td>
<td>77</td>
</tr>
<tr>
<td>Nuclear plant</td>
<td>..</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Oil refinery</td>
<td>4</td>
<td>3</td>
<td>7</td>
</tr>
<tr>
<td>Retail grocery</td>
<td>25</td>
<td>14</td>
<td>39</td>
</tr>
<tr>
<td>Retail and service</td>
<td>5</td>
<td>12</td>
<td>17</td>
</tr>
<tr>
<td>Trucking</td>
<td>7</td>
<td>13</td>
<td>20</td>
</tr>
<tr>
<td>Utility</td>
<td>6</td>
<td>1</td>
<td>7</td>
</tr>
<tr>
<td>Wholesaler</td>
<td>17</td>
<td>6</td>
<td>23</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>127</td>
<td>105</td>
<td>232</td>
</tr>
</tbody>
</table>
employees, small, medium, and large-sized organizations are unionized.

Table VI gives a breakdown of "won" elections for FY 72 and FY 75 by type of union, i.e., United Steelworkers. Combined totals for both fiscal years showed that the International Brotherhood of Teamsters, Chauffers, Warehousemen, and Helpers of America won in 58 elections. The Amalgamated Meat Cutters and Butcher Workmen of North America were second, with 25 elections. The Retail Clerks Union, affiliated with the Retail Clerks International Association, AFL-CIO, was third, with 21 elections. The miscellaneous category accounted for 19 elections in which 19 different unions were represented.

Another interesting fact is that for FY 72, industrial unions accounted for 116 elections won (91.3 per cent), and craft unions won 11 elections (8.7 per cent). In FY 75, industrial unions had 92 elections (87.6 per cent), and craft unions 13 elections, or 12.4 per cent. A union was counted as an industrial union if the unit description embraced skilled and/or craft workers and unskilled workers such as porters. A union was considered a craft union only if it contained workers of a single category (usually highly skilled). Examples would be a unit of butchers or a unit of over-the-road drivers.
### TABLE VI
UNIONS REPRESENTED IN "WON" ELECTIONS
IN FY 72 AND FY 75

<table>
<thead>
<tr>
<th>Union</th>
<th>FY 72</th>
<th>FY 75</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO</td>
<td>12</td>
<td>13</td>
<td>25</td>
</tr>
<tr>
<td>Bakery and Confectionery Workers</td>
<td>3</td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>International Union of America, AFL-CIO</td>
<td>1</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>International Association of Bridge, Structural, and Ornamental Iron Workers, AFL-CIO</td>
<td>3</td>
<td>..</td>
<td>3</td>
</tr>
<tr>
<td>International Association of Machinists and Aerospace Workers</td>
<td>8</td>
<td>10</td>
<td>18</td>
</tr>
<tr>
<td>International Brotherhood of Electrical Workers, AFL-CIO</td>
<td>6</td>
<td>6</td>
<td>12</td>
</tr>
<tr>
<td>International Brotherhood of Teamsters, Chauffers, Warehousemen, and Helpers of America</td>
<td>30</td>
<td>28</td>
<td>58</td>
</tr>
<tr>
<td>International Union of Electrical, Radio, and Machine Workers, AFL-CIO</td>
<td>1</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>International Union of Operating Engineers</td>
<td>8</td>
<td>3</td>
<td>11</td>
</tr>
<tr>
<td>Laborers International Union of North America, AFL-CIO</td>
<td>7</td>
<td>1</td>
<td>8</td>
</tr>
<tr>
<td>National Brotherhood of Packinghouse and Industrial Workers</td>
<td>..</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>Oil, Chemical, and Atomic Workers</td>
<td>3</td>
<td>4</td>
<td>7</td>
</tr>
<tr>
<td>International Union, AFL-CIO</td>
<td>15</td>
<td>6</td>
<td>21</td>
</tr>
<tr>
<td>Retail Clerks Union, Retail Clerks</td>
<td>2</td>
<td>..</td>
<td>2</td>
</tr>
<tr>
<td>International Association, AFL-CIO</td>
<td>2</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>Retail, Wholesale, and Department</td>
<td>7</td>
<td>5</td>
<td>12</td>
</tr>
<tr>
<td>Store Union, AFL-CIO</td>
<td>7</td>
<td>3</td>
<td>10</td>
</tr>
<tr>
<td>Sheet Metal Workers International Association, AFL-CIO</td>
<td>3</td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>Union of Transportation Employees</td>
<td>8</td>
<td>11</td>
<td>19</td>
</tr>
<tr>
<td>Miscellaneous (single elections/unions)</td>
<td>127</td>
<td>105</td>
<td>232</td>
</tr>
</tbody>
</table>
A question asked as part of general background information concerned affiliation with a national or an international union. There were 25 responses for FY 72, with 24 respondents indicating yes. Only one said no. There were 29 responses for FY 75, and all indicated an affiliation with a national or an international body. In general, it is possible that the local unit with affiliation to a higher body is in a better bargaining position as far as obtaining assistance. This can be exceptionally helpful for the local negotiating its first collective bargaining agreement. One international union representative indicated that his function is to assist the local at election time, and then in negotiating the best possible agreement. As a point of interest, a quick scan of local unit titles on the Certification of Representative forms showed that all but a very few locals appear to be affiliated with an international body.

Finally, some data on size of bargaining units were brought out in this study. In FY 72 "won" elections, bargaining unit size ranged from 2 to 630 members, with an average of 46 members. In FY 75, size ranged from 2 to 1,000 members, with an average of 60 members. Overall results showed a range of 2 to 1,000 bargaining unit members, with an average of 52 members.
NLRB Hearings Held Prior to the Election

There are provisions under the three election situations (directed, consent, and stipulated consent) for settling initial differences between management and the union. Table VII shows the types of differences settled at the regional level, for both fiscal years.

Data for this table were gathered from NLRB Region 16 documents as well as from questionnaire responses. However, it is possible that nonrespondents may also have been involved in a hearing. Therefore, this table sets out figures which should be considered as minimum hearings, not maximum hearings.

The most common issue was determination of the proper bargaining unit members (overall, 43 cases). It must be remembered that the NLRB will generally respect the boundaries of the bargaining unit agreed to by the two parties. However, it is possible that the parties may include a non-authorized individual (such as a supervisor) in the proposed bargaining unit. These instances would be concerned then with clearing up any questions as to who should be included in a particular unit.

It was noted in analyzing the Petitions filed at the NLRB Region 16 office that there is a place on the form for the union to indicate the date the Petition was given to the company. In 97 instances (base of 232 elections for both
### TABLE VII

**NLRB HEARINGS HELD PRIOR TO THE ELECTION**

<table>
<thead>
<tr>
<th>Issue</th>
<th>FY 72</th>
<th>FY 75</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Determination of bargaining unit members</td>
<td>27</td>
<td>16</td>
<td>43</td>
</tr>
<tr>
<td>Jurisdictional dispute</td>
<td>2</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>Hearing held but issue not given</td>
<td>2</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>Election date preconference</td>
<td>1</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Objections filed and withdrawn</td>
<td>3</td>
<td></td>
<td>3</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>35</strong></td>
<td><strong>21</strong></td>
<td><strong>56</strong></td>
</tr>
<tr>
<td>Percentage of total &quot;won&quot; elections*</td>
<td>27.6</td>
<td>20.0</td>
<td>24.1</td>
</tr>
</tbody>
</table>

*Percentage calculated using only information gathered on this issue. Base FY 72 is 127. Base FY 75 is 105. Base both years combined is 232."
years), or 41.8 per cent, there was no indication that management saw the Petition before it was submitted to the NLRB Region 16 office. (It is permissible to do this.) A connection between hearings on bargaining unit determination and petitions not seen by management could not be made. It is reasonable at least to question this practice. Whether or not management voluntarily recognizes the union based on the Petition is a moot point. One might speculate that, if management were at least to see a description of the proposed bargaining unit, some of the bargaining unit hearings could be avoided.

Several other issues surfaced, such as jurisdictional disputes (4 cases) where the NLRB must rule on the suitability of a particular union for the proposed bargaining unit. There were two occasions where a preconference concerning the election date was held. In three cases, objections were filed and later withdrawn. The greatest problem, however, before the actual election occurs, is determination of the proper bargaining unit.

Finally, some statistics on first-time contracts were obtained from respondents. Overall, for both FY 72 and FY 75, seventy-six respondents, or 32.8 per cent, indicated that this was a first-time contract. Eighteen, or 7.8 per cent, said that it was not a first-time contract.

Again, these are minimum replies. More than likely, many contracts obtained were first-time contracts. Again,
no correlation can be made with the number of NLRB hearings. However, it is logical to assume that the first time through the election-contract negotiation process would provide opportunities for more errors and uncertainty. Even if there is no actual bargaining-unit problem, the fact that one of the parties questions a proposed bargaining unit would create a conference or hearing for the NLRB regional office.

Analysis of Pre-Election Dates

The pre-election statistical data consisted of five categories as described at the end of Table VIII. Table VIII displays this information for each of the three categories of elections (directed, consent, and stipulated consent). Within each of these three categories are shown the range, arithmetic mean, median, and mode. The arithmetic mean is the average, the median is the middle number in the group, and the mode is the number appearing most frequently.

In looking at the final column, days in total process ($E^f$), it can be seen that directed elections consumed the most time. Overall time frames in FY 72 and FY 75 indicated means of 171.2 and 79.9 days, respectively. Consent elections had the shortest overall time, with 41.2 days in FY 72 and 44.4 days in FY 75. The middle position went to stipulated
TABLE VIII

ANALYSIS OF PRE-ELECTION DATES IN DAYS BY RANGE, ARITHMETIC MEAN, MEDIAN, AND MODE FOR FY 72 AND FY 75

<table>
<thead>
<tr>
<th>Types of Elections</th>
<th>FY 72</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>N^a</td>
</tr>
<tr>
<td>Directed (BD+RD)</td>
<td></td>
</tr>
<tr>
<td>Range</td>
<td>25</td>
</tr>
<tr>
<td>Mean</td>
<td></td>
</tr>
<tr>
<td>Median</td>
<td></td>
</tr>
<tr>
<td>Mode</td>
<td></td>
</tr>
<tr>
<td>Consent</td>
<td>25</td>
</tr>
<tr>
<td>Mean</td>
<td></td>
</tr>
<tr>
<td>Median</td>
<td></td>
</tr>
<tr>
<td>Mode</td>
<td></td>
</tr>
<tr>
<td>Stipulated</td>
<td>77</td>
</tr>
<tr>
<td>Mean</td>
<td></td>
</tr>
<tr>
<td>Median</td>
<td></td>
</tr>
<tr>
<td>Mode</td>
<td></td>
</tr>
<tr>
<td>Overall FY 72</td>
<td>127</td>
</tr>
<tr>
<td>Mean</td>
<td></td>
</tr>
<tr>
<td>Median</td>
<td></td>
</tr>
<tr>
<td>Mode</td>
<td></td>
</tr>
<tr>
<td>Types of Elections</td>
<td>Na</td>
</tr>
<tr>
<td>-------------------------</td>
<td>----</td>
</tr>
<tr>
<td><strong>Directed (BD+RD)</strong></td>
<td>12</td>
</tr>
<tr>
<td>Range</td>
<td></td>
</tr>
<tr>
<td>Mean</td>
<td></td>
</tr>
<tr>
<td>Median</td>
<td></td>
</tr>
<tr>
<td>Mode</td>
<td></td>
</tr>
<tr>
<td><strong>Consent</strong></td>
<td>14</td>
</tr>
<tr>
<td>Range</td>
<td></td>
</tr>
<tr>
<td>Mean</td>
<td></td>
</tr>
<tr>
<td>Median</td>
<td></td>
</tr>
<tr>
<td>Mode</td>
<td></td>
</tr>
<tr>
<td><strong>Stipulated</strong></td>
<td>79</td>
</tr>
<tr>
<td>Range</td>
<td></td>
</tr>
<tr>
<td>Mean</td>
<td></td>
</tr>
<tr>
<td>Median</td>
<td></td>
</tr>
<tr>
<td>Mode</td>
<td></td>
</tr>
<tr>
<td><strong>Overall FY 75</strong></td>
<td>105</td>
</tr>
<tr>
<td>Range</td>
<td></td>
</tr>
<tr>
<td>Mean</td>
<td></td>
</tr>
<tr>
<td>Median</td>
<td></td>
</tr>
<tr>
<td>Mode</td>
<td></td>
</tr>
</tbody>
</table>
### TABLE VIII—Continued

<table>
<thead>
<tr>
<th>Types of Elections</th>
<th>Comparison of FY 72 and FY 75</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>N&lt;sup&gt;a&lt;/sup&gt;</td>
</tr>
<tr>
<td>Overall FY 72</td>
<td>127</td>
</tr>
<tr>
<td>Range</td>
<td></td>
</tr>
<tr>
<td>Mean</td>
<td>32.2</td>
</tr>
<tr>
<td>Median</td>
<td>24.0</td>
</tr>
<tr>
<td>Mode</td>
<td>15.0</td>
</tr>
<tr>
<td>Overall FY 75</td>
<td>105</td>
</tr>
<tr>
<td>Range</td>
<td></td>
</tr>
<tr>
<td>Mean</td>
<td>30.0</td>
</tr>
<tr>
<td>Median</td>
<td>27.0</td>
</tr>
<tr>
<td>Mode</td>
<td>...</td>
</tr>
</tbody>
</table>

<sup>a</sup> Number of representation elections held.

<sup>b</sup> Days from the Petition date to date of NLRB approval on either Agreement for Consent Election or Stipulation for Certification Upon Consent Election.

<sup>c</sup> Days from NLRB approval (see <sup>b</sup>) to election date.

<sup>d</sup> Days from the Petition date to election date.

<sup>e</sup> Days from the election date to date election results were certified by the NLRB Region 16 office.

<sup>f</sup> Days for the total process from Petition date to date election results were certified by the NLRB Region 16 office.
consent elections, with 70.2 days in FY 72 and 66.1 days in FY 75.

Actually, from the definitions of these three election provisions, it would be expected that the directed-election procedure would be the most time consuming. A hearing and possibly an appeal to the National Board would have occurred, thus lengthening this time framework. In reality, this is exactly what happened.

The consent election format should be the shortest, by definition, since all problems are settled at the regional level. Again this holds true.

Finally, the stipulated consent elections should be between the other two in length. This does occur. In actuality, attempts are made to resolve any problems at the regional level. This procedure does allow for appeals to be made to the National Board, but no notations to this effect were found in NLRB Region 16 office documents.
CHAPTER III

PRESENTATION OF PRIMARY DATA

This study explored the collective bargaining process between two established dates: (1) the date a union was certified as the collective bargaining agent and, (2) the date a collective bargaining agreement, if any, was reached. Four hypotheses were developed in order to investigate this total time frame between the date the Certification of Representative was issued and the contract date. These hypotheses were concerned with achieving a collective bargaining agreement after the union was certified as the collective bargaining agent; time differences in negotiating contracts following a consent, directed, or stipulated consent election; renegotiation of subsequent contracts; and basic items negotiated in collective bargaining agreements.

Data in Chapter III are arranged so that one hypothesis is presented at a time. Additional supplementary data which are related to a particular time segment are also presented along with each hypothesis.

Hypothesis 1

Hypothesis 1 was as follows:

Once a collective bargaining agent is certified as the collective bargaining representative by the NLRB, it will be successful in negotiating a collective bargaining agreement.
Table IX shows the number of collective bargaining agreements obtained in the two fiscal years. For FY 72, there was a response rate of 51.2 per cent for the 127 elections "won" by the union. Fifty contracts (39.4 per cent) were negotiated. Fifteen responses (11.8 per cent) indicated that no contracts were obtained. For FY 75, there was a response rate of 54.3 per cent for the 105 elections "won" by the union. Forty-two contracts (40.0 per cent) were obtained and 15 (14.3 per cent) were not. For both fiscal years combined, there were 232 elections "won" by the union. The response rate was 52.6 per cent. Of these 232 elections, 92 (39.7 per cent) resulted in contracts and 30 (12.9 per cent) did not.

Percentages may also be calculated only for the responses received. Of those 65 who responded yes or no for FY 72, 50 (76.9 per cent) obtained a contract and 15 (23.1 per cent) did not. Of those 57 who responded for FY 75, 42 (73.7 per cent) obtained a contract and 15 (26.3 per cent) did not. Of those 122 who responded for both fiscal years combined, 92 (75.4 per cent) obtained a contract and 30 (24.6 per cent) did not.

**Additional Supplementary Data**

The remainder of this information is additional supplementary data which relate to Hypothesis 1. These are
<table>
<thead>
<tr>
<th>Year</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>#</td>
<td>%</td>
</tr>
<tr>
<td>FY 72</td>
<td></td>
<td></td>
</tr>
<tr>
<td>N=127 elections</td>
<td>50</td>
<td>39.4</td>
</tr>
<tr>
<td>Responses=51.2%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FY 75</td>
<td></td>
<td></td>
</tr>
<tr>
<td>N=105 elections</td>
<td>42</td>
<td>40.0</td>
</tr>
<tr>
<td>Responses=54.3%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Both Years Combined</td>
<td></td>
<td></td>
</tr>
<tr>
<td>N=232 elections</td>
<td>92</td>
<td>39.7</td>
</tr>
<tr>
<td>Responses=52.6%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
events or occurrences which affected whether or not a collective bargaining agreement was obtained, or some information about a step in the negotiation process. These are presented by separate topic headings.

Bargaining unit size.--Table X presents bargaining units by size of membership for FY 72 and FY 75 elections which resulted in contracts negotiated and not negotiated. In FY 72, the average size of the bargaining unit which negotiated a contract was 39 members, and 29 members in those units which did not obtain a contract. In FY 75, the average bargaining unit membership for contracts negotiated was 78 members, and 43 members in those which did not obtain a contract. For both fiscal years combined, average unit membership was 57 in those units which obtained a contract, and 36 members in those which did not obtain a contract. These averages apply only to those parties who responded to Hypothesis 1.

Contracts not negotiated.--Both parties were asked to state why a contract was not negotiated. Five company responses included the following reasons:

1. There was an unfair labor practice charge. The store was eventually sold.

2. Seven items could not be agreed upon.

3. No contract was ever reached.
### TABLE X

**ANALYSIS OF BARGAINING UNIT SIZE BY RANGE, ARITHMETIC MEAN, MEDIAN, AND MODE FOR FY 72 AND FY 75 FOR CONTRACTS NEGOTIATED AND CONTRACTS NOT NEGOTIATED**

<table>
<thead>
<tr>
<th>Year</th>
<th>Contracts Negotiated</th>
<th>Contracts Not Negotiated</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 72 - # of contracts</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Range</td>
<td>3-380</td>
<td>5-70</td>
</tr>
<tr>
<td>Mean</td>
<td>39</td>
<td>29</td>
</tr>
<tr>
<td>Median</td>
<td>21</td>
<td>24</td>
</tr>
<tr>
<td>Mode</td>
<td>19</td>
<td>...</td>
</tr>
<tr>
<td>FY 75 - # of contracts</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Range</td>
<td>2-1,000</td>
<td>2-151</td>
</tr>
<tr>
<td>Mean</td>
<td>78</td>
<td>43</td>
</tr>
<tr>
<td>Median</td>
<td>19</td>
<td>30</td>
</tr>
<tr>
<td>Mode</td>
<td>5</td>
<td>...</td>
</tr>
<tr>
<td>Both Years Combined - # of contracts</td>
<td>92</td>
<td>30</td>
</tr>
<tr>
<td>Range</td>
<td>2-1,000</td>
<td>2-151</td>
</tr>
<tr>
<td>Mean</td>
<td>57</td>
<td>36</td>
</tr>
<tr>
<td>Median</td>
<td>20</td>
<td>28</td>
</tr>
<tr>
<td>Mode</td>
<td>...</td>
<td>12</td>
</tr>
</tbody>
</table>
4. There was no contract for one year. A decertification petition was filed and the union withdrew.

5. The union made changes to the contract after the company signed it. The union said layoffs made it too weak to sustain a strike.

Nine union responses were as follows:

1. The company refused to sit down and negotiate in good faith.

2. The union was decertified at the second election.

3. The union lost on strike.

4. The bargaining unit members rejected the proposal and the two parties never met again.

5. Two responses stated that the two parties could not agree.

6. The company refused to consider the standard industrial contract.

7. The company closed operations.

8. The union took a strike vote and the members turned it down.

**Bargaining associations.**—The company was asked if it belonged to an employer's association for collective bargaining purposes. In 39 instances, the answer was no. Two firms said yes. One belonged to an area contractor's association and the other to an employer's labor council.
The union was asked whether or not anyone from the national or international union assisted it. Twenty-four unions said yes and 25 said no. In all cases where the union said yes, an international representative assisted the local union in preparing and presenting proposals and in negotiating procedures.

**Personnel manager.**—The company was asked if it had a personnel manager at the time of the election in question. The answer was yes in 25 cases and no in 9 cases. The company was also asked if the personnel manager was actively involved in the face-to-face negotiations. Responses were yes in 18 cases and no in 7 cases. The company was also asked if the personnel manager was involved in negotiations at all, where it indicated a "no" response in face-to-face negotiations. Six firms replied yes to this and 3 replied no. In response to the last part of this question, companies indicated precisely how the personnel manager helped. Eleven responses said he assisted in bargaining. Two responses indicated he was the chief negotiator or company spokesman; one said he performed the wage and fringe benefit survey. One said he wrote the contract.

**Advice received about bargaining items.**—The company was asked if it received any advice from other companies on how to negotiate or what items to negotiate. Four said yes and
33 said no. Those who responded yes indicated they had received general information on all items and coordinated company negotiations with three affiliated companies. The union was asked if it received any advice from other area locals. Twelve replied yes and 35 replied no.

The company was asked whether or not it requested any suggestions for bargaining items from its supervisors and, if so, what items. Twenty said yes and 13 said no. The supervisors gave advice on problem areas, overtime clauses, clarification of contract language, on-the-job training, transfers, job bidding procedure, and work rules. The union was asked this same question with regard to suggestions from rank-and-file members. In 39 cases the reply was yes; in 9 cases it was no. The union members gave advice concerning working conditions, seniority, wages, fringe benefits, and their wants or desires.

A question was asked as to contact with the company or the union by the other party about negotiating, or items to bargain over before negotiations officially started. The company stated that it did in 5 instances and did not in 27 instances. The union replied yes in 17 cases and no in 30 cases. One company stated that it received a list of bargaining topics from the union. Another stated that the union sent it a letter of intent.
Negotiators.—Both parties were requested to specify the titles or positions of their negotiators. The union negotiators were most often the international representative and local president. Quite a few used a local negotiating committee, the business manager, or the business agent. In some instances, the local chief steward, assistant business agent, local vice-president, or rank-and-file members were mentioned.

The company mentioned the president, vice-president, production manager, and general manager with great frequency. In the personnel department itself, the personnel manager, employee relations manager, corporate personnel director, and labor attorney were seen with great regularity. Attorneys in general were mentioned frequently.

Both parties were asked if anyone from outside the company or the union helped in negotiating the contract. It was indicated in "Bargaining associations" above that the union received the assistance of the international representative. The company responded yes in 14 instances and no in 27 instances. Those who said yes also stated in the majority of instances that they had assistance from attorneys. Two replied they had the regional labor relations director attending negotiating sessions. One firm stated that a federal mediator attended one session.

A question was asked of both the company and the union as to whether or not a lawyer helped in the negotiating process.
The company replied yes 3 times and no 44 times. The union said yes 17 times and no 14 times. The second part of this question concerned whether or not a lawyer assisted in writing the contract. The company said yes in 3 cases and no in 42 cases. The union said yes in 15 instances and no in 13 instances.

**Contract items.**--Both parties were asked how they decided what items to include in the contract. The company responded as follows: past contracts, at the negotiating sessions, used other locations or contracts as a guide, company's own analysis, and company's intent to exclude everything possible except wages. The unions responded: member's input, actual negotiating sessions, area pattern contracts, and previous contracts. The overwhelming majority of responses for both parties centered on past experience and previous or other contracts.

**Wages and fringe benefits.**--Both parties were asked how they decided what wages and fringe benefits to give. The company responded as follows: what the firm could afford and still make a profit, area surveys, other labor contracts, BLS figures, industrial pattern, company pattern for other plants, budgeted figures, past earnings, and statewide wage-fringe benefits survey. The union answered as follows: industrial or national pattern, past experience, members' proposals or votes, other contracts, and internal union policy.
It was interesting to note that in 14 instances, the union said it used members' proposals or votes, and yet only 6 of these unions had performed a wage survey.

Both parties were asked if they did a wage survey. The company said yes 24 times and no 8 times. The union said yes 22 times and no 23 times. Both parties were asked if they did anything else. No company responded to this question. One union said it did a fringe benefit survey. One said it used data supplied by the union research department. One said it set wages by applying the national contract to the local area.

**Election time frame.**—The question was asked as to how many days went by from the election date until the first official negotiation meeting. There were 42 responses which indicated a range of 5 days to several years, with an average number of 33.1 days. Ten days was the most common response (7 instances).

The parties were asked how many meetings it took for them to agree on terms. The most common response was 1-3 meetings, with a range of 1-30 meetings.

The parties were asked how long these meetings lasted. Meetings in general ran 2-8 hours, with a range of 1-12 hours.

The parties were asked how many days apart these meetings were held. These meetings in general were held at 6-14 day intervals, with a range of 1 week to 3 months.
Drafting of and voting on the contract.—The question was asked as to whether or not sub-committees, or only one group, was used to draft contract terms. In all cases without exception, both the company and the union used only one group.

Both parties were asked how many drafts of contracts were written before the final copy. The company responded with one draft as the overwhelming number (range = 1-12). The union responses also indicated 1-12 drafts, with one the most frequent number of drafts.

Both parties were asked how many times they voted on the contract before it was finally approved or ratified. The company replied one time and the union also replied one time.

Approval of the contract.—The company was asked who in the firm approved the contract after it was negotiated. Responses were varied, but all indicated that individuals in high management positions did so. Some typical responses were the board of directors, the president, the vice-president, the general production manager, director of industrial relations, personnel director, or upper management.

The union was asked if the national or international union approved the contract. They responded yes in 31 cases and no in only 6 cases. The union was also asked if union
members actually ratified the contract. The union said yes in 37 instances and no in only 1 instance.

**Bargaining zone.**—Both parties were asked if they had a target or hoped-for settlement range. The company responded in the affirmative 29 times and in the negative 3 times. The union responded yes 44 times and no only twice.

Each company was asked if it had a wage and fringe benefit figure above which it would not go. The company said yes in 27 responses and no in only 3 responses.

Each union was asked if it had a wage and fringe benefits figure below which it would not go. The union replied yes in 36 cases and no in 13 cases.

** Strikes and lockouts.**—Several questions were asked in order to ascertain what happened with regard to any strikes or lockouts which may have occurred.

The company was asked if it was prepared to suffer a strike by the union rather than exceed its bargaining zone limit. The company responded yes 28 times and no only once. The union was asked if it was prepared to strike to get its amount, and it said yes 28 times and no 16 times.

Each company was asked if the union warned it about the possibility of a strike. The company replied yes in 16 instances and no in 16 instances. The unions, asked if they came close to voting to strike, replied yes 13 times and no 32 times.
Both parties were asked if the union did strike. For all elections, responses were yes in only 7 cases and no in 72 cases. The strikes lasted zero days, 17 days, 5 weeks, 10 weeks, 2 months, and 3 months (2 cases). It was asked how the strike was settled, and the following responses were given:

1. The company is still operating.
2. The union abandoned the strike.
3. The company replaced the workers (90-day strike).
4. The employees returned to work.
5. There was a contract settlement (2 answers).

One company went on to say that during the strike by the union, it continued to operate, and only about 50.0 per cent of the employees observed the strike. However, the contract was later negotiated when the union caused secondary boycotts against the firm in another state. The company agreed to renew negotiations to stop these boycotts, since the NLRB in the other state would not assist it. However, no facts were given to determine exactly what occurred.

The company was asked if it considered the possibility of locking out the workers. In only one instance did the company answer yes; in the other 26 replies, the answer was no.

The company was also asked if it was actually prepared to lock out the employees, and the same answers were given: one no and 26 yeses.
The union was asked if the company locked out the employees (45 noes) or if the company threatened to lockout the employees (36 noes). In no instance, did a lockout occur.

Unfair labor practice charges.—No unfair labor practice charges were filed by the company against the union (28 noes). The company was asked if it considered filing such charges (28 noes, 3 yeses) and if so, was this brought to the union's attention. In only 2 of these three instances did the company consider filing such charges.

In six instances, unfair labor practice charges were brought against the company by the union. Five were for refusing to bargain in good faith and one was a discharge case. The union said that in 42 cases, no charges were filed.

The union was asked if it ever considered filing such charges. It replied that in 10 cases it did and in 30 cases it did not. When asked if this was brought to the company's attention, the union responded yes 9 times and no 29 times.

Hypothesis 2

Hypothesis 2 was as follows:

There will be no difference in the amount of time required to negotiate and ratify a collective bargaining agreement following a consent election, as compared with stipulated consent or directed elections.

Fifty-two respondents submitted either collective bargaining agreements or information concerning contract dates. In Hypothesis 1, 92 respondents indicated that they had
obtained a collective bargaining agreement. The base figure for Hypothesis 2 was 92 contracts. The percentage of replies for Hypothesis 2 thus ran 56.5 per cent.

Table XI shows the results of analyzing these 52 responses. The days depicted in this table began with the date a Certification of Representative was issued and ended with the effective date of the contract itself. It is conceded that in some instances the contracts were back-dated. However, only seven parties indicated enough information to calculate that their negotiations lasted an average of 40.6 days more than shown in Table XI. Rather than co-mingle dates, the decision was made to use the effective date of the contract. Thus, the table deals with minimum days of time required to negotiate a contract. It is possible that the negotiation process took longer than the average shown.

Additionally, there were seven instances in which the respondents indicated that the union was added to an already existing area master contract (retail grocery industry) or a national agreement. These seven replies gave no dates for this point. It was decided to use one day as the "negotiating" time for these elections, so that they could be used in calculations.

For FY 72, 5 directed elections resulted in contracts which averaged 111.7 days to negotiate. Fifteen consent elections averaged 70.1 days and 8 stipulated consent elections averaged 62.2 days. For FY 75, there was only one
<table>
<thead>
<tr>
<th>Type of Election</th>
<th>FY 72</th>
<th>FY 75</th>
<th>Both Years Combined</th>
</tr>
</thead>
<tbody>
<tr>
<td>Directed</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number</td>
<td>5</td>
<td>1</td>
<td>6</td>
</tr>
<tr>
<td>Range</td>
<td>4-164</td>
<td>...</td>
<td>1-164</td>
</tr>
<tr>
<td>Mean</td>
<td>111.7</td>
<td>...</td>
<td>74.7</td>
</tr>
<tr>
<td>Median</td>
<td>85.0</td>
<td>...</td>
<td>74.0</td>
</tr>
<tr>
<td>Consent</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number</td>
<td>15</td>
<td>8</td>
<td>23</td>
</tr>
<tr>
<td>Range</td>
<td>1-199</td>
<td>18-118</td>
<td>1-199</td>
</tr>
<tr>
<td>Mean</td>
<td>70.1</td>
<td>61.9</td>
<td>67.2</td>
</tr>
<tr>
<td>Median</td>
<td>40.0</td>
<td>56.0</td>
<td>40.0</td>
</tr>
<tr>
<td>Stipulated Consent</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number</td>
<td>8</td>
<td>15</td>
<td>23</td>
</tr>
<tr>
<td>Range</td>
<td>1-136</td>
<td>1-540</td>
<td>1-540</td>
</tr>
<tr>
<td>Mean</td>
<td>62.2</td>
<td>127.6</td>
<td>104.8</td>
</tr>
<tr>
<td>Median</td>
<td>58.5</td>
<td>63.0</td>
<td>63.0</td>
</tr>
</tbody>
</table>

*Mode could not be calculated due to number of responses.
directed election response with one day of negotiations (added to existing area master agreement). There were 8 consent contracts averaging 61.9 days and 15 stipulated consent contracts averaging 127.6 days. For both years combined, 6 directed elections resulted in contracts averaging 74.7 days, 23 consent contracts averaged 67.2 days, and 23 stipulated consent contracts averaged 104.8 days.

Table XII was drawn up to show the frequency distribution in days of these 52 responses. A look at this table shows that the majority of these 52 contracts (73.1 per cent) were negotiated in 1-90 days, regardless of the type of election. There were 5 instances of times over 181 days, and these are identified in the footnote to the table. The union respondent in the 540-day negotiations explained that the union filed unfair labor practice charges against the company after the election. The NLRB found the company partially liable for these charges, and then the collective bargaining agreement was negotiated. The union also went on to say that afterwards, relations between management and the union were fairly amiable.

Hypothesis 3

Hypothesis 3 was as follows:

Once a collective bargaining agreement is negotiated and ratified, it will be renewed at its expiration date.

Hypothesis 3 was based on the 92 respondents in Hypothesis 1 who reported that they had negotiated a contract. When the respondents replied to Hypothesis 3 and indicated
TABLE XII

FREQUENCY DISTRIBUTION FOR BOTH YEARS COMBINED BY NUMBER OF DAYS REQUIRED TO NEGOTIATE A COLLECTIVE BARGAINING AGREEMENT

<table>
<thead>
<tr>
<th>Days</th>
<th>Number of Contracts</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-30</td>
<td>14</td>
</tr>
<tr>
<td>31-60</td>
<td>11</td>
</tr>
<tr>
<td>61-90</td>
<td>13</td>
</tr>
<tr>
<td>91-120</td>
<td>2</td>
</tr>
<tr>
<td>121-150</td>
<td>5</td>
</tr>
<tr>
<td>151-180</td>
<td>2</td>
</tr>
<tr>
<td>Over 181</td>
<td>5*</td>
</tr>
<tr>
<td>Total</td>
<td>52</td>
</tr>
</tbody>
</table>

*199, 262, 263, 289, and 540 days.
whether or not they had negotiated a subsequent contract, 14 responses were marked "not applicable." These 14 responses, concerned elections in which the first contract was a multi-year agreement. At the time the respondents answered the questionnaire, the first contract was still in force. Therefore, the base figure to be used in Hypothesis 3 becomes 78 (92-14) for both years combined. The base for FY 72 is 50 contracts and for FY 75, 28 contracts.

Table XIII shows the numbers and percentages of subsequent contracts obtained. Thirty-six respondents answered for FY 72 and 35 for FY 75. For FY 72, 28 respondents (56.0 per cent) indicated they had obtained a subsequent contract and 8 (16.0 per cent) did not. For FY 75, 15 (53.6 per cent) obtained subsequent contracts and 6 (21.4 per cent) did not. Overall, for both years combined, 43 (55.1 per cent) obtained subsequent contracts and 14 (17.9 per cent) did not.

Additional Supplementary Data

The questionnaire also asked the parties to indicate exactly how many subsequent contracts had been obtained. The overwhelming majority of responses for both years was that the parties were on their second contract at the time they answered this question.

A question asked of management was whether or not the firm was still in business. At the time the responses were given, 32 firms said yes. Eight companies had closed. Five
### TABLE XIII

**RENEGOTIATED COLLECTIVE BARGAINING AGREEMENTS FOR FY 72 AND FY 75**

<table>
<thead>
<tr>
<th>Year</th>
<th>Contracts Renegotiated</th>
<th>No Subsequent Contracts</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>#</td>
<td>%*</td>
</tr>
<tr>
<td>FY 72</td>
<td>28</td>
<td>56.0</td>
</tr>
<tr>
<td>FY 75</td>
<td>15</td>
<td>53.6</td>
</tr>
<tr>
<td>Both Years Combined***</td>
<td>43</td>
<td>55.1</td>
</tr>
</tbody>
</table>

*Base = 50 contracts negotiated in Hypothesis 1.

**Base = 28 contracts applicable.

***Base = 78 contracts applicable.
mailings returned by the post office were not listed in the April, 1977, telephone directory. It is logical to assume that these firms were also closed. One company had merged with another and assumed the new name.

Another question asked whether or not the union was still the bargaining agent for the employees. For FY 72, 23 said yes and 8 said no. For FY 75, 29 said yes and 9 said no. Overall, for both years combined, 52 were still bargaining agents and 17 were not. Of this total of 17, 3 units had been decertified. One party said the union was in the process of being decertified. Another responded that the union simply quit. One union replied that while it was still "officially" the collective bargaining agent, the members used "right-to-work" and the union was, for all practical purposes, not very active.

Hypothesis 4

Hypothesis 4 was as follows:

There will be no real difference in basic items negotiated in the collective bargaining agreements.

It was stated in Chapter I that a "basic item" was defined as mention of a particular topic in a collective bargaining agreement. For example, a collective bargaining agreement might refer to a pension plan. It would then state that the parties must consult another booklet or appropriate publication for specific details of this plan. Mention of a pension plan in a contract was thus considered
a basic item. "No real difference" was defined as whether or not an item or topic was mentioned or discussed in the contract. If pension plans were found in each of the 41 collective bargaining agreements examined, then it was said that no real difference existed with regard to pension plans. If mention of pension plans was found only in three contracts, then a real difference was considered to exist with regard to pension plans.

Table XIV lists major categories of items contained in collective bargaining agreements for the two fiscal years combined. These major categories are broken down into their respective subcategories. The base for total collective bargaining agreements negotiated for both fiscal years was 92 contacts. This was the number of respondents in Hypothesis 1 who indicated that they had negotiated a collective bargaining agreement. Of this number, 41 contracts were returned with the questionnaires. These represented 44.6 per cent of those elections which resulted in a collective bargaining agreement.

It must be remembered that this part of the study was not an attempt to assess quality of collective bargaining agreements. It sought similarities in contracts by items negotiated. Items are presented in alphabetical order by major headings as seen in Table XIV. Each item, where appropriate, is further subdivided into its component categories.
# TABLE XIV

**MAJOR CATEGORIES OF ITEMS CONTAINED IN COLLECTIVE BARGAINING AGREEMENTS FOR FY 72 AND FY 75 COMBINED***

<table>
<thead>
<tr>
<th>Major Categories</th>
<th>Number**</th>
<th>Per Cent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Antidiscrimination statement</td>
<td>39</td>
<td>95.1</td>
</tr>
<tr>
<td>Arbitration clause</td>
<td>41</td>
<td>100.0</td>
</tr>
<tr>
<td>Bargaining unit defined</td>
<td>41</td>
<td>100.0</td>
</tr>
<tr>
<td>Bulletin boards</td>
<td>35</td>
<td>85.4</td>
</tr>
<tr>
<td>Contracting out of company work</td>
<td>6</td>
<td>14.6</td>
</tr>
<tr>
<td>Crossing picket lines</td>
<td>13</td>
<td>31.7</td>
</tr>
<tr>
<td>Discharge/reinstatement</td>
<td>9</td>
<td>22.0</td>
</tr>
<tr>
<td>Discipline</td>
<td>18</td>
<td>43.9</td>
</tr>
<tr>
<td>Expense accounts/expense reimbursement</td>
<td>7</td>
<td>17.1</td>
</tr>
<tr>
<td>Grievance procedure</td>
<td>41</td>
<td>100.0</td>
</tr>
<tr>
<td>Hours of work/overtime</td>
<td>41</td>
<td>100.0</td>
</tr>
<tr>
<td>Insurance benefits</td>
<td>38</td>
<td>92.7</td>
</tr>
<tr>
<td>Job bidding</td>
<td>25</td>
<td>61.0</td>
</tr>
<tr>
<td>Layoffs</td>
<td>26</td>
<td>63.4</td>
</tr>
<tr>
<td>Leaves of absence</td>
<td>40</td>
<td>97.6</td>
</tr>
<tr>
<td>Management rights clause</td>
<td>40</td>
<td>97.6</td>
</tr>
<tr>
<td>Pension plans</td>
<td>28</td>
<td>68.3</td>
</tr>
<tr>
<td>Promotions/demotions</td>
<td>5</td>
<td>12.2</td>
</tr>
<tr>
<td>Reopener clause</td>
<td>4</td>
<td>9.8</td>
</tr>
<tr>
<td>Savings clause</td>
<td>35</td>
<td>85.4</td>
</tr>
<tr>
<td>Seniority</td>
<td>39</td>
<td>95.1</td>
</tr>
<tr>
<td>Stewards</td>
<td>15</td>
<td>36.6</td>
</tr>
<tr>
<td>Store use or display of union logo</td>
<td>9</td>
<td>22.0</td>
</tr>
<tr>
<td>Strike/lockout clause</td>
<td>36</td>
<td>87.8</td>
</tr>
<tr>
<td>Successor obligation clause</td>
<td>8</td>
<td>19.5</td>
</tr>
<tr>
<td>Supervisor working</td>
<td>16</td>
<td>39.0</td>
</tr>
<tr>
<td>Temporary transfers</td>
<td>9</td>
<td>22.0</td>
</tr>
<tr>
<td>Uniforms/tools</td>
<td>27</td>
<td>65.9</td>
</tr>
<tr>
<td>Union security arrangement</td>
<td>39</td>
<td>95.1</td>
</tr>
<tr>
<td>Vacations</td>
<td>40</td>
<td>97.6</td>
</tr>
<tr>
<td>Wages</td>
<td>40</td>
<td>97.6</td>
</tr>
<tr>
<td>Working conditions/safety</td>
<td>28</td>
<td>68.3</td>
</tr>
<tr>
<td>Zipper clause</td>
<td>11</td>
<td>26.8</td>
</tr>
</tbody>
</table>

*Number = 41 collective bargaining agreements examined.

**Number of contracts in which major category was contained.
Antidiscrimination Statement

Thirty-nine contracts (95.1 per cent) contained an antidiscrimination clause. This clause provided that neither management nor the union would discriminate against an employee because of race, religion, sex, color, or creed. In all but a few instances, this same section or clause also contained words to the effect that an employee would not be discriminated against because of union activities. The former provision is a safeguard of EEOC guidelines; the latter is an unfair labor practice if a union employee is discriminated against because of union membership.

Arbitration Clause

An arbitration clause in a collective bargaining agreement provides for ultimate settlement of problems between a company and a union by an outside party. Arbitration is normally considered to be final and binding; that is, the decision of the arbitrator will be carried out. All 41 contracts, or 100.0 per cent, contained an arbitration clause. All but one or two were quite detailed about the procedures (grievance and discipline) leading up to arbitration. In general, the services of an outside arbitrator would be requested after the grievance procedure was exhausted and management and the union could not agree on a solution.

All contracts without exception specified that the two parties were free to choose their own arbitrator. If they
did not know anyone, then all collective bargaining agreements named a final agency to contact to request an arbitrator. Thirty-seven (90.2 per cent) specified the Federal Mediation and Conciliation Service. Three (7.3 per cent) specified the American Arbitration Association. One (2.4 per cent) specified the National Mediation Board. This last one was rather atypical in that the NLRB handled the election but the activity was a credit union for an airline. Airlines normally fall under the Railway Labor Act of 1926, as amended, and use the National Mediation Board for labor disputes.

One other point of interest noticed in these arbitration clauses was the provision for striking of names. The three agencies listed above normally submit a list of 5 or 7 names of arbitrators when requested by the company or the union. Striking of a name refers to the practice of crossing out names on this list until only one name remains. This is the arbitrator who will be contacted and requested to preside over the arbitration hearing and render a decision. The most common method specified in the contracts was for the aggrieved party to strike first. One contract called for the parties to flip a coin to determine who would strike first. Several said that if the grievance case number was odd, the company struck first. If the case number was even, the union struck first.
**Bargaining Unit Defined**

All 41 contracts, or 100.0 per cent, specified which individuals were included in the bargaining unit. In many instances, it specified which individuals were excluded, depending upon the phrasing of this section. One method was to refer to the NLRB election case number and declare the bargaining unit to be the one set forth in that election. The other method was to specify exactly which jobs were included in the bargaining unit and which were excluded.

**Bulletin Boards**

Bulletin boards are a very important communication tool. A bulletin board enables the union to post various messages concerning union activities in order to keep the rank-and-file members informed.

A statement regarding bulletin boards was found in 35 contracts (85.4 per cent). Some provisions were general, others quite specific as to the number of bulletin boards and size. In all but one instance, the union had its own bulletin board. In this instance, the union had to use part of the company's bulletin board. Nearly all contracts specified that the union notices were to concern legitimate union activities, be signed by a union official, displayed for limited periods of time, and, sometimes, be shown to the company first.
Contracting Out of Company Work

In 6 contracts (14.6 per cent), some mention was made of contracting out of company work. This refers to the practice of management arranging for an outside firm to perform part of the work normally performed by regular employees. This is part of the security aspect of unions in general, and designed to protect the union worker's job.

Most paragraphs were quite general, stating that it should be a limited, temporary occurrence. One was quite specific, and stated that the firm should first make sure all regular full-time employees were working. Then where possible, any employees out due to a layoff should be rehired. If these possibilities were exhausted and the union was agreeable, then management could contract out this work assignment.

Crossing Picket Lines

Thirteen contracts (31.7 per cent) mentioned employees crossing a picket line. Not all contracts were the same. In some, employees were safe from disciplinary or discharge actions on the part of management for refusing to cross a lawful primary picket line established at the property of some other firm, if they had first given notice of this to their employer. In general, the employees were required to cross a picket line which may have been set up at their place of employment by some other union. In some contracts, the employees were required to cross a picket line elsewhere as
part of their job duties of delivering and unloading mer-
chandise.

**Discharge and Reinstatement**

Nine contracts (22.0 per cent) specifically covered
discharges and reinstatement procedures to be followed by
the company. In general, an employee who was discharged
had the right to present a grievance through the union. If
unfairly discharged, this employee was eligible for full
reinstatement of rights and seniority by the firm.

**Discipline**

In 18 contracts (43.9 per cent), the topic of disci-
pline was not only mentioned but also the procedure to be
followed was set out in detail. In general, this consisted
of oral and written warnings before the disciplinary action
was carried out. The severity of the offense was also to be
taken into consideration.

**Expense Accounts and Travel Reimbursement**

Seven contracts (17.1 per cent) had provisions for
reimbursement of travel expenses or use of company expense
accounts. This topic covered such items as use of personal
automobile, mileage allowance, meals, and motel and hotel
expenses. These contracts were primarily in the trucking
industry, with over-the-road drivers.
Grievance Procedure

All 41 contracts provided for a grievance procedure with a final step of arbitration. The contracts differed with respect to number of steps, with successive levels of management and the union becoming involved.

In general, all started the grievance procedure when the employee met with his supervisor and possibly with the local union representative or steward (if the employee desired). The contracts differed as to whether or not the grievance was reduced to writing before or after this step. But usually before going to any higher level, the grievance was reduced to writing. From here on out, the number of management levels and personnel involved differed, but all contracts provided for successive steps. Finally, a point was reached where, if the grievance remained unresolved, the grieving party could request an arbitration hearing.

Hours of Work and Overtime

Hours of work and overtime covered thirteen different categories. The general category was covered in all 41 contracts. Table XV presents a breakdown of these thirteen items. Each item is discussed separately.
### TABLE XV

**HOURS OF WORK AND OVERTIME**

<table>
<thead>
<tr>
<th>Item</th>
<th>Per Cent*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Call in/reporting pay (36)**</td>
<td>87.8</td>
</tr>
<tr>
<td>Clean up periods (2)</td>
<td>4.9</td>
</tr>
<tr>
<td>Holidays in general (39)</td>
<td>95.1</td>
</tr>
<tr>
<td>Holidays in vacation time (33)</td>
<td>80.5</td>
</tr>
<tr>
<td>Holiday pay (38)</td>
<td>92.7</td>
</tr>
<tr>
<td>Injuries (9)</td>
<td>22.0</td>
</tr>
<tr>
<td>Jury duty (34)</td>
<td>83.0</td>
</tr>
<tr>
<td>Lunch periods (27)</td>
<td>65.9</td>
</tr>
<tr>
<td>Rest periods (27)</td>
<td>65.9</td>
</tr>
<tr>
<td>Scheduling overtime hours (34)</td>
<td>83.0</td>
</tr>
<tr>
<td>Union business on company time (1)</td>
<td>2.4</td>
</tr>
<tr>
<td>Waiting/standby time (3)</td>
<td>7.3</td>
</tr>
<tr>
<td>Voting time (1)</td>
<td>2.4</td>
</tr>
</tbody>
</table>

*Base used was 41 contracts.

**Numbers in parentheses indicate total number of contracts in which this item was specifically mentioned.

Call in and reporting pay.---This item was found in 36 contracts (87.8 per cent). Call-in refers to the situation wherein an employee is at home and the company requests that he either come back to work or report early. Reporting occurs when the employee reports for work at the regularly scheduled time and the company has neglected to tell him that, for whatever reason, there is no immediate work to be performed. (The only exceptions here were for acts of God, such as a flood.)

Contracts differed on the minimum amount to be paid to the employee in both these situations. For call-in, the
lowest amount was one hour; the maximum (all but 2–3 contracts) specified 4 hours pay. Call-in is generally paid at the overtime rate. Reporting pay is normally straight time. Amounts varied here, from only the time the employee would usually work, to a minimum of 4 hours paid.

**Clean-up periods.**—Two contracts (4.9 per cent) specifically mentioned payment for cleaning up at the end of the work shift. This is the situation which occurs when the employee quits work 5–10 minutes early to clean up himself or his work station on company time.

**Holidays.**—Holidays figured in 39 contracts (95.1 per cent), as far as listing days and when they would be taken if they fell on a weekend. Most contracts, in general, provided for 8–9 holidays per year. The practice of handling holidays which fell in vacation time (33 agreements or 80.5 per cent) varied. Some firms allowed the employees to take another day of vacation at some later date. Some firms required that the employee be paid an additional 8 hours at straight pay for this holiday. The rate for holiday pay appeared in 38 contracts (92.7 per cent), and usually was paid at straight time rates.

**Injuries.**—Injuries on the job were mentioned in 9 contracts (22.0 per cent). This topic deals primarily with what happens initially when the employee is injured at work,
reporting to the supervisor, and obtaining medical assistance for the employee. The employee was, in general, paid for this time.

**Jury duty.**—Thirty-four contracts (83.0 per cent) specifically covered jury duty procedures. In general, employees could take leave for jury duty and be paid by the firm. Without exception, employees were paid their regular pay minus the amount received for jury duty service, excluding expenses such as meals and parking fees.

**Lunch periods.**—Lunch periods were mentioned in 27 contracts (65.9 per cent), as far as amount of time to be taken by the employee. In no case did the company pay for the lunch period. In some few instances, employees received a paid dinner period or were reimbursed for dinner when working overtime. However, time requirements had to be met here to qualify for paid dinner time.

**Rest periods.**—Rest periods were accounted for in 27 contracts (65.9 per cent). In all cases, the employees were paid for this time. Rest periods were either 10 or 15 minutes, with ten-minute periods the most common.

**Scheduling of overtime hours.**—This item was found in 34 agreements (83.0 per cent). Overtime was most commonly paid for at the rate of one and one-half times straight pay.
In all cases, final overtime scheduling was at the company's option and need. However, methods to obtain individuals to work overtime varied. In some cases volunteers were to be used. In others, overtime lists were to be used, and overtime offered to employees in turn, in order to keep overtime equitable.

Union business on company time.—This item was found in only one contract (2.4 per cent). Union representatives, such as shop stewards who had to handle grievance matters, were to be paid for this time as part of their regular job. The time periods were to be limited and not carried to excess.

Waiting and standby time.—This item was found in three agreements (7.3 per cent). It concerned instances wherein employees normally assigned to work at the employer's place of business were assigned to work elsewhere. They were to be paid for travel time, time worked, and time spent in waiting for parts or equipment at the place to which they were assigned.

Voting time.—Voting time was found in only one contract (2.4 per cent). Employees were paid for the time it took them to vote, up to a maximum of two hours.

Insurance Benefits

The general subject of insurance was mentioned in 38 contracts (92.7 per cent). In some instances, reference was
made to a company-paid contribution to a union health and welfare fund. In others, reference was made to an insurance booklet which was considered a part of the collective bargaining agreement.

In Table XVI, eight insurance categories are found in the contracts examined. The most common insurance benefit mentioned was medical-surgical (19 contracts or 46.3 per cent). Some contracts made specific references to pregnancy benefits (5 cases or 12.2 per cent). Dental care is considered to be a fairly recent fringe benefit obtained by unions. This item appeared in only 3 agreements (7.3 per cent). Other traditional forms of insurance such as life, disability, and death benefits were also found in limited cases.

It was rather difficult to assess insurance statements in these contracts. It was most common to find some type of package plan. When the contract referred only to a group insurance plan, nothing could be determined with regard to specific types of coverage.
### TABLE XVI

**INSURANCE BENEFITS**

<table>
<thead>
<tr>
<th>Item</th>
<th>Per Cent*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accident/disability (6)**</td>
<td>14.6</td>
</tr>
<tr>
<td>Death benefits (5)</td>
<td>12.2</td>
</tr>
<tr>
<td>Dental care (3)</td>
<td>7.3</td>
</tr>
<tr>
<td>Disability (5)</td>
<td>12.2</td>
</tr>
<tr>
<td>Life (12)</td>
<td>29.3</td>
</tr>
<tr>
<td>Medical/surgical (19)</td>
<td>46.3</td>
</tr>
<tr>
<td>Medicare supplement plan (1)</td>
<td>2.4</td>
</tr>
<tr>
<td>Pregnancy benefits (5)</td>
<td>12.2</td>
</tr>
</tbody>
</table>

*Base of 41 contracts was used.

**Number in parentheses indicates total number of contracts in which this item was specifically mentioned.

### Job Bidding

This item was covered in 25 contracts (61.0 per cent). Job bidding refers to the procedure whereby a vacancy is posted internally on a company bulletin board, or otherwise brought to the notice of the employees before the company goes outside the firm to fill the vacancy. All the contracts were specific as regards the exact procedure to be followed. Seniority became the deciding factor in all situations where all other qualifications were equal between two employees bidding for the same job.

### Layoffs

Layoffs were covered in 26 cases (63.4 per cent). The company could lay off employees in instances where production dropped. The primary concern of layoffs in all of these 26
contracts was bumping and rehiring procedures. Again, the underlying factor was seniority.

Bumping occurred in 28 agreements (68.3 per cent) and rehiring in 30 (73.2 per cent). The major feature of bumping was the senior employee's displacing the less senior employee. In some cases, provisions for bumping across departmental lines were given. In all contracts, the procedure used to layoff was to be reversed in rehiring.

Leaves of Absence

Leaves of absence were covered in 40 contracts (97.6 per cent). Table XVII presents the specific absence breakdown. In almost all contracts, the general items were the same. Specific leaves differed primarily in lengths of time. Funeral leaves, for example, varied from 1 to 6 days, with the majority of contracts allowing a maximum of 3 days.

**TABLE XVII**

**LEAVES OF ABSENCE**

<table>
<thead>
<tr>
<th>Item</th>
<th>Per Cent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Civic leave (38)**</td>
<td>92.7</td>
</tr>
<tr>
<td>Farming leave (1)</td>
<td>2.4</td>
</tr>
<tr>
<td>Funerals (35)</td>
<td>85.4</td>
</tr>
<tr>
<td>Maternity leave (17)</td>
<td>41.5</td>
</tr>
<tr>
<td>Military leave (30)</td>
<td>73.2</td>
</tr>
<tr>
<td>Paid sick leave (15)</td>
<td>36.6</td>
</tr>
<tr>
<td>Personal time (27)</td>
<td>65.9</td>
</tr>
<tr>
<td>Requests for leave (17)</td>
<td>41.5</td>
</tr>
<tr>
<td>Union business (21)</td>
<td>51.2</td>
</tr>
<tr>
<td>Unpaid sick leave (20)</td>
<td>48.8</td>
</tr>
</tbody>
</table>

*Base used was 41 contracts.

**Numbers in parentheses indicate total number of contracts in which this item was specifically mentioned.
Civic leave.—Civic leave occurred in 38 contracts (92.7 per cent). This was primarily jury duty leave. One company allowed unpaid leaves of absences up to two years when an employee held a public office. Pay for jury leave has already been discussed.

Farming leave.—This was rather unusual, in that one contract for a Texas firm located in a farming area allowed for farming leave. This was an unpaid leave of absence for harvesting crops.

Funerals.—Funerals were covered in 35 agreements (85.4 per cent). Specific relatives were listed as the basis for the employee to receive paid leave. Other individuals were listed (generally a non-blood relationship except for in-laws) for which an employee could receive an unpaid leave of absence. As stated previously, the most common leave of absence was three days, one of which had to be the date of the funeral. In a few instances, the company retained the right to ask the employee to verify the death of a relative.

Maternity leave.—Maternity leave was offered in 17 cases (41.5 per cent). This unpaid leave could generally be taken at any time after the sixth month of pregnancy, up to 3-6 months after the baby's birth. In no instance did this leave extend beyond two years.
Military leave.--This item was covered in 30 contracts (73.2 per cent). The most common provision was for summer reserve camp with employees receiving unpaid leave. If pay was received, it was the employee's regular pay less reserve pay received. In no instance did this leave count as the employee's vacation leave.

Paid sick leave.--This item was mentioned specifically in 15 agreements (36.6 per cent). Provisions for receiving it differed from contract to contract. No common time period for being off was noted. This was not the same as being off for a disability.

Personal time.--This item was touched on in 27 cases (65.9 per cent). The exact procedure for requesting leave and advance time of notice differed. All requests originated with the employee's immediate supervisor. The remaining contracts did not specifically cover this point.

Union business.--Twenty-one agreements (51.2 per cent) had some provision for leave due to union business. This included such items as holding a union office or being away at a union convention or conference. In all cases, this was an unpaid leave of absence. In most instances, the time varied, but the maximum was two years.
Unpaid sick leave.--This item was covered in 20 agreements (43.8 per cent). This normally referred to an extended leave due to a disability wherein the employee was receiving payment of some kind under an insurance plan. Instances which specified a time period had a maximum of two years.

Management Rights Clause

A management rights clause occurred in 40 collective bargaining agreements reviewed (97.6 per cent). This is a statement wherein management reserves for itself any items not specifically mentioned in the contract and any items considered to be a normal perogative of management. Such items as hiring, firing, changing work procedures, and establishing a new product line are considered to be rights of management.

Pension Plans

Mention of a pension plan occurred in 28 contracts (68.3 per cent). The only point which can be stated here is that 28 companies definitely offered a pension plan for their employees. Other than that, absolutely no details were provided. In all instances, a reference was made to supplementary documents for details of the plans.

Promotions and Demotions

Promotions and demotions were specifically mentioned only 5 times (12.2 per cent). These items were concerned
with such points as seniority, qualifications of the employees, new rate of pay, and so forth. No common trend could be observed.

**Reopener Clause**

A reopener clause is a provision for reopening certain portions of the contract for renegotiation after the original negotiations are completed. Reopenings are usually concerned with wages in a contract running more than one year in length.

This clause was noted in only 4 agreements (9.8 per cent). No specific points were noted; the clauses were stated generally. However, it was definite that these reopener clauses were not the usual sixty-day notice periods prior to expiration of the contract.

**Savings Clause**

The savings or validity clause occurred in 35 agreements (85.4 per cent). This clause "saves" the entire agreement from being invalidated if a federal or state law is passed or found to supersede a portion of the agreement. The unaffected remainder of the agreement would stand in force as negotiated.

**Seniority**

Seniority provisions were noted in 39 cases (95.1 per cent). Four specific aspects of seniority were sought:
Dates, lists, superseniority, and transfers within the company.

Dates for determining seniority were mentioned in 38 contracts (92.7 per cent). Without exception, seniority dates of the employee began with the date of hire. Where there was a probationary period, seniority became retroactive after satisfactory completion of the probationary period.

The company was responsible for drawing up and updating periodic seniority lists in 31 agreements (75.6 per cent). These lists were to be forwarded to the local union and/or posted on the bulletin board. There was usually a short period (ten days or so) for the union to contact management about an error in the list. Otherwise the list stood as drawn up.

Superseniority was found only twice (4.9 per cent). This is the situation in which the seniority of a shop steward, regardless of the length of time, is moved to the top of the seniority list. In case of layoff, company liquidation, and so forth, this individual is available to monitor and care for the interests of the union.

Seniority provisions for transfers within the company were found in 16 cases (39.0 per cent). This also involved the consideration of two seniority lists: a company-wide list and a departmental list. In some instances departmental
seniority was most important; if all other factors were equal, company seniority was the deciding item.

Stewards

Stewards (local union representative in a company) were mentioned in 15 contracts (36.6 per cent). Points noticed about this item varied, but in general concerned plant visitation privileges and presence at discussion or grievance situations.

Store Use or Display of Union Logo

The store use of the union logo or emblem was touched upon in 9 contracts (22.0 per cent). Six of these companies in the retail grocery industry were to display the union logo in the store in the appropriate department, i.e., meat. The others concerned the use of the "union label" in packaging the product.

Strike-Lockout Clause

A no-strike, no-lockout clause appeared in 36 collective bargaining agreements examined (87.8 per cent). The two parties agreed that management would not lock out the employees and that the union would not strike, for the duration of the contract period. Problems which arose in this period, in essence then, would be settled through the grievance-arbitration provisions.
Successor Obligation Clause

A successor obligation clause was discussed in 8 contracts (19.5 per cent). In seven instances, the company agreed to sell to another firm which would abide by the collective bargaining agreement in force at the time of the sale. One contract allowed for the employees to decide if they wished to work or not for the new firm.

Supervisor Working

A statement concerning the duties of supervisors was contained in 16 contracts (39.0 per cent). Without exception, the supervisor was forbidden to regularly perform the work of a subordinate. Exceptions were training activities and emergencies.

Temporary Transfers

Mention of temporary transfers was contained in 9 contracts (22.0 per cent). Without exception, an employee temporarily transferred to a lower-paying job would continue to be paid his regular rate of pay. An employee temporarily transferred to a higher-paying job would be paid the higher rate of pay for the length of time spent in that temporary position.

Uniforms and Tools

Provisions concerning uniforms and tools were stated in 27 contracts (65.9 per cent). In general, management provided all uniforms and tools required to perform the job.
Specifically, arrangements varied as to whether or not the employees paid for the first issue, cost of upkeep, and replacements.

**Union Security Arrangement**

Union security arrangements were specified in 39 agreements (95.1 per cent). Only two types were noted: the union shop and the maintenance-of-membership agreement.

In the union shop, employees who are hired have thirty days to join the union from date of hire. If they do not, they are fired (5, p. 319). The union shop was found only in contracts negotiated in Oklahoma, which does not have a right-to-work law. Eight contracts (19.5 per cent) contained union shop security arrangements.

Thirty-one (75.6 per cent) contained a maintenance-of-membership arrangement. In this situation, the employees are at liberty to join or not join the union. Once they elect to join, however, they must remain union members for the remainder of the contract period or be discharged (5, p. 319).

This arrangement was found only once in Oklahoma and thirty times in Texas contracts. Texas has a right-to-work law which prohibits both the union shop arrangement and the agency shop, which calls for financial support from an employee, whether or not he officially joins the union (1, p. 87:1127; 3, p. 2418; and 4, p. 4482). The only
arrangement which is permitted by Texas state law is the maintenance-of-membership arrangement. Section 14b of Taft-Hartley permits a state to formulate its own laws in this area, providing for a less binding security arrangement (2).

Two critical aspects of any security arrangement are dues checkoff and dues collection. In 36 instances (87.8 per cent), voluntary dues checkoff was negotiated. In 34 cases (82.9 per cent), dues collection was mentioned, wherein the company was responsible for collecting dues and remitting them to the union at stated times. This saves the union from actually having to collect dues itself; and it is assured of receiving its money, as the payroll deduction method is most commonly used. Dues checkoff is the form voluntarily signed by the employee, in which he authorizes management to withhold dues from his paycheck. All of the contracts examined had provisions for revoking dues checkoff at the end of the contract period or one year, whichever came first.

**Vacations**

Vacations were covered in 40 contracts (97.6 per cent) reviewed. All agreements with vacation clauses contained provisions for vacation pay (37 or 90.2 per cent), provisions for receiving vacations (39 or 95.1 per cent), and vacation scheduling (39 or 95.1 per cent).

Vacation pay was always paid at the rate of straight time. Vacation pay was prorated in all but two instances
wherein an employee who quit or was discharged received his pro-rata share of vacation pay up to his termination date. In the two exceptions, the terminated employee received no prorated vacation pay.

Provisions for receiving vacations referred to the length of time to be worked in order to be eligible for so many weeks of vacation. Companies differed here, and no specific trend was noticed. Many firms gave two weeks vacation after the first year, while some only gave a week.

**Wages**

The topic of wages was found in 40 agreements (97.6 per cent) examined. It contained quite a variety of different sub-categories. Table XVIII was drawn up to show the more widely-occurring of these. Each item will be touched on briefly.

**TABLE XVIII**

**WAGES**

<table>
<thead>
<tr>
<th>Item</th>
<th>Per Cent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adjustments/increases (24)**</td>
<td>58.5</td>
</tr>
<tr>
<td>COLA (9)</td>
<td>22.0</td>
</tr>
<tr>
<td>Leadman pay differential (6)</td>
<td>14.6</td>
</tr>
<tr>
<td>Merit increases (2)</td>
<td>4.9</td>
</tr>
<tr>
<td>Severance pay (7)</td>
<td>17.1</td>
</tr>
<tr>
<td>Shift differential (24)</td>
<td>58.5</td>
</tr>
<tr>
<td>Time/manner of wage payment (20)</td>
<td>48.8</td>
</tr>
<tr>
<td>Wage rate setting (16)</td>
<td>39.0</td>
</tr>
</tbody>
</table>

*Base used was 41 contracts.

**Numbers in parentheses indicate total number of contracts in which this item was specifically mentioned.
Adjustments and increases.—This topic occurred in 24 contracts (58.5 per cent). This allowed for periodic increases or adjustments in pay due to time with the firm. For example, if an employee was earning $6.00 per hour, then the contract might call for an increase to $6.50 per hour at the end of 6 months.

COLA.—Cost of living allowance tied to the Consumer Price Index was found in 9 contracts (22.0 per cent). No two contracts were exactly the same, except for using COLA as the basis for periodic adjustments to pay rates.

Leadman pay differential.—Six contracts (14.6 per cent) specified in cents exactly how much differential in pay should accrue to the job of leadman or foreman. In general, this was a difference between what the unit employees would receive and what their group foreman would receive.

Merit increases.—Merit increases were mentioned in only two contracts (4.9 per cent). This was a provision for increased pay based on performance.

Severance pay.—This item was specifically mentioned in 7 contracts (17.1 per cent). When an employee was terminated by management, the employee was eligible to receive a certain amount or percentage of his regular pay as severance pay. The amounts varied, and no averages could be calculated.
Shift differential.—Twenty-four contracts (58.5 per cent) provided for shift differentials. Amounts varied from company to company, but in general, the second shift received an hourly rate greater than the first, or day shift. The third shift received an hourly rate greater than the second. Shift differential is considered compensation for the inconvenience of working late or night shifts.

Time and manner of wage payment.—Twenty agreements (48.8 per cent) specified when the employee would be paid by the company. Some agreements set out dates; others used more general terms, such as paid every Friday, weekly, or bi-weekly.

Wage rate setting.—Sixteen contracts (39.0 per cent) made specific allowances for setting wage rates. Some mentioned job analysis as a tool. Others simply stated that when a new job was priced, the union had the right to disagree with the wage rate set by management.

Working Conditions and Safety

General statements concerning working conditions and safety were found in 28 agreements (68.3 per cent). These statements primarily stated that the company promoted safe working conditions.

Fourteen contracts (34.1 per cent) were specifically concerned with accidents and first aid. Three (7.3 per cent)
covered hazardous work in those firms. Sixteen (39.0 per cent) touched on physical examinations where required by the employer (all to be paid for by the company), and nine (22.0 per cent) provided for safety committees.

**Zipper Clause**

The zipper or waiver clause was noted in 11 agreements (26.8 per cent). This is a clause in which both parties agree that during the course of negotiations, each has the unlimited opportunity to make demands from the other on any topic not forbidden by law. Additionally, these agreements are then acknowledged and set out in the collective bargaining agreement.

**Miscellaneous Basic Items**

This last category is presented primarily as a matter of interest. Most of the items listed in Table XIX occurred in only one contract. However, some of the items are somewhat unusual. Each item in the table is discussed separately.

**Alcoholism and drug committee.**—This item appeared once. It was a committee which was established to assist the employees in obtaining help with alcohol or drug problems.

**Bonding paid by company.**—Three contracts provided for the company to pay for any type of surety bonding required by the employee in the course of performing his job.
TABLE XIX

MISCELLANEOUS BASIC ITEMS NEGOTIATED IN COLLECTIVE BARGAINING AGREEMENTS

<table>
<thead>
<tr>
<th>Basic Item</th>
<th>Per Cent*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alcoholism/drug committee</td>
<td>2.4</td>
</tr>
<tr>
<td>Bonding paid by company (3)**</td>
<td>7.3</td>
</tr>
<tr>
<td>Company paid bail (2)</td>
<td>4.9</td>
</tr>
<tr>
<td>Employee duties/responsibilities</td>
<td>2.4</td>
</tr>
<tr>
<td>Employee savings plan</td>
<td>2.4</td>
</tr>
<tr>
<td>Joint Apprenticeship/Training Committee</td>
<td>2.4</td>
</tr>
<tr>
<td>Maintenance of standards by company (6)</td>
<td>14.6</td>
</tr>
<tr>
<td>Negotiating workmen's committee (2)</td>
<td>4.9</td>
</tr>
<tr>
<td>Polygraph testing (7)</td>
<td>17.1</td>
</tr>
<tr>
<td>Selection of trucks by drivers</td>
<td>2.4</td>
</tr>
<tr>
<td>Stock purchase plan (3)</td>
<td>7.3</td>
</tr>
<tr>
<td>Transfer/moving expenses</td>
<td>2.4</td>
</tr>
<tr>
<td>Union referrals for jobs</td>
<td>2.4</td>
</tr>
<tr>
<td>Work rules (2)</td>
<td>4.9</td>
</tr>
</tbody>
</table>

*Per cent used base of 41 contracts.

**Items listed here occurred in one contract only unless indicated otherwise by number in parentheses.
Company-paid bail.—This item appeared in two contracts in the trucking industry. The company was required to pay any bail necessary for employees arrested or jailed while performing their job.

Employees' duties and responsibilities.—One contract had a statement concerned with employees' duties and responsibilities. It called for the employees to carry out their duties in a conscientious manner, and reminded the employees that management paid them and had the right to expect good service in return.

In line with this contract, the union stated, in several other contracts examined, that the union as a whole realized that the firm must remain competitive to survive. Thus the union supported the firm in its efforts to operate in an efficient manner. Programs to cut costs and improve productivity would not be opposed by the union.

Employee savings plan.—One contract had provisions for an employee savings plan for the employee who chose to have part of his paycheck set aside.

Joint Apprenticeship and Training Committee.—One contract specified the establishment of a Joint Apprenticeship and Training Committee consisting of two members from the cooperative and two from the union. This committee, in conformity with the National Apprenticeship and Training Standards for
the [Name] Industry, would set out selection, qualification, education, and training requirements for apprentice linemen.

**Maintenance of standards by company.**—This item appeared in six contracts in the retail grocery industry. It stated in effect that no employees with wages, benefits, or working conditions in excess of those set forth in the contract would have their wages, benefits, or working conditions cut back during the life of that particular contract. The only exception was for reassignment to other classifications, as stated in the seniority section of the contract.

**Negotiating workmen's committee.**—In two instances, the contracts provided for a committee of union employees to be active during the negotiation period. No specific details were given as to the exact duties of these committees.

**Polygraph testing.**—Seven contracts specified that the employees could not be required to take a polygraph test as a condition of employment, without the permission of the union.

**Selection of trucks by drivers.**—One trucking contract set out the procedure to be followed when a new truck(s) was bought by the company. This procedure was based on seniority and job requirements.

**Stock purchase plan.**—Three contracts listed a stock purchase plan as one of the fringe benefits available to
the employees. The sections were not specific with regard to the details of the plans, but it was possible for the employees to purchase the company’s stock.

Transfer and moving expenses.—One contract specifically mentioned reimbursement of moving expenses when the employee was required to move for the convenience of the employer.

Union referrals for jobs.—One contract mentioned union referrals of potential employees for hire by the company. However, it was most specific in that the company could hire other than union-referred employees.

Work rules.—Two contracts specified a list of company work rules to be observed by the employees. Violation of these company work rules could result in severe discipline or termination. Some examples were excessive absenteeism, violating safety rules, or not performing the job.
CHAPTER BIBLIOGRAPHY


CHAPTER IV

ANALYSIS AND REVIEW OF POST-ELECTION
BACKGROUND INFORMATION

Certain data were obtained in the course of this study which do not pertain directly to one of the four major dissertation hypotheses. This information is concerned with events which occurred after a collective bargaining agreement was or was not obtained. For this reason, these data are set out separately in Chapter IV.

Wage and Fringe Benefit Increases in Subsequent Collective Bargaining Agreements Negotiated

As discussed in connection with Hypothesis 3, in Chapter III, one question asked of both the company and the union was whether or not a subsequent contract had been negotiated. This question also asked how much of a wage and fringe-benefit increase occurred. As stated previously, in Chapter III, the base rate for contracts renegotiated was 43 contracts. Thirty-one respondents (72.1 per cent) answered this question with respect to wage increases, and 23 answered (53.5 per cent) with respect to fringe-benefit increases.

Responses were varied and no attempt was made to calculate an average or range, as the increases were stated in both dollar amounts and percentages. Increases for wages are
shown as described in questionnaire responses:

1. 3.0 per cent.
2. 6.0 per cent.
3. 7.0 per cent (2 contracts).
4. 8.0 per cent.
5. 8.0 per cent first year with 6.0 per cent second year.
6. 8.3 per cent.
7. 9.0 per cent (2 contracts).
8. 9.0 – 10.0 per cent.
9. 10.0 per cent (3 contracts).
10. 13.0 per cent first year with 7.0 per cent second year.
11. 25.0 per cent over 3 years.
12. $0.16 per year.
13. $0.26 each 3 years.
14. $0.40 per hour.
15. $0.47 general per 3 years with $0.41 COLA.
16. $0.60 per hour.
17. $1.10 per hour.
18. $1.10 per hour ($2.09 per hour).
19. $1.20 over 3 years.
20. $1.43 plus COLA (6 contracts).
21. $1.50 per hour over 3 years with COLA (2 contracts).

Responses to increases in fringe benefits were also diverse. Some parties responded simply by stating fringe benefits were increased, varied, negligible, minor, or not
changed from the previous collective bargaining agreement. Two companies gave an additional holiday, and one increased sickness and accident benefits. Some parties stated their increased wage figure, but did not answer the question on fringe benefits. Increases for fringe benefits are shown as follows:

1. $.40 per hour first year and $.60 per hour second year.

2. $.50 (6 contracts).

3. 1.0 per cent per year.

4. 4.5 - 5.0 per cent.

5. 9.0 per cent first year, 9.0 per cent second year, and 8.0 per cent third year.

6. 20.0 per cent.

No attempt can be made to assess quality or meaningfulness of these amounts. It was not made clear by some respondents as to how their increases were broken down in the two- or three-year contract period. These figures are given here as answered by the respondent.

Wages Related to Total Operating Costs

One question directed to the company concerned the percentage of total wages for all employees to total operating costs. The other question asked for the percentage of total wages for unionized employees to total operating costs. Results are shown as follows in Table XX.
### TABLE XX

**TOTAL WAGES AS A PERCENTAGE OF TOTAL OPERATING COSTS**

<table>
<thead>
<tr>
<th></th>
<th>All Employees</th>
<th>Unionized Employees</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>34.4%</td>
<td></td>
<td>30.4%</td>
</tr>
<tr>
<td>35.0</td>
<td></td>
<td>35.0</td>
</tr>
<tr>
<td>40.0</td>
<td></td>
<td>40.0</td>
</tr>
<tr>
<td>47.0</td>
<td></td>
<td>31.0</td>
</tr>
<tr>
<td>50.0</td>
<td></td>
<td>25.0</td>
</tr>
<tr>
<td>50.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>60.0</td>
<td></td>
<td>50.0</td>
</tr>
</tbody>
</table>

*Not answered.*

Only 7 parties responded; so very little can be stated with regard to all "won" elections. However, the smallest percentage of total wages to total operating costs for all employees was 34.4 per cent, and the largest 60.0 per cent. The smallest percentage of total wages to total operating costs for unionized employees was 30.4 per cent and the largest was 50.0 per cent.

It can be stated that this question was asked with regard to wages. When wage figures are increased, it actually costs the employer more than just the actual wage raise. Operating costs occur in the form of increased social security and other payroll taxes, and increased fringe benefit costs.

**Increased Wage Costs Compensated for by Management**

One question asked of the company was: How did the company compensate for this increased wage cost? Answers
were interesting, to say the least, in that several firms were quite candid as to how they covered this additional operating cost. Sixteen companies (base 43 contracts renegotiated, 37.2 per cent) responded to this particular question. The other 26 were left blank. Answers were as follows:

1. increased costs to customers (7 instances, 43.8 per cent).
2. more economical fuel production.
3. improved productivity.
4. pricing and profits consideration.
5. production costing.
6. cost reduction and installation of new equipment.
7. lower operating revenue.
8. accountable in budgeting.
9. cut store hours and improve efficiency.
10. absorbed it.
11. presently did not [compensate] but will in time.

Some of these responses were quite vague, and are therefore stated as given on the questionnaires. No attempt can be made to interpret them with absolute clarity. However, it is clear that 43.8 per cent (7/16) of the respondents answering this question passed these increases on to the customer. Of the total 43 contracts renegotiated, the percentage becomes 16.3 per cent (7/43).
There are two schools of economic thought with regard to whether or not a union contributes significantly to inflation through increased labor costs. It would appear that, at least in the case of these seven firms, wage increases could be said to contribute to inflation. Furthermore, there is the spillover effect of wages also to consider. Nonunion firms must often compete for workers with unionized firms. These nonunion firms must often pay union wages and fringe benefits to attract and hold employees. Last but not least, wages are not the only item which increase. In general, fringe benefits run approximately one-third the cost of wages. As wages increase, fringe benefits also increase. If an employer pays $6.00 per hour for a job, fringes will cost approximately $2.00 of this. Therefore, it is $8.00 which will be passed on to the customer, not just $6.00.

It is evident that some firms were attempting to improve production efficiency in some manner. It is not clear what comments such as "accountable in budgeting" meant. It would seem logical to assume that some of these other vague replies could in actuality be interpreted as an increase in customer costs. Too, it is only a matter of time before a firm can absorb increasing costs without passing these increases on to the customer.

Current Status of Company Operations

Another question asked of the company was whether or not it was still in business at the time it responded to
the questionnaire. Sixteen companies answered this question in the affirmative. Additionally, one firm had merged with another and assumed the new name. Eight firms were closed. Five were not listed in the April, 1977, telephone directory, and it is probable that they too were closed.

These figures are not adequate to support any comments about the companies. They are offered here merely because some companies responded to this question.

Current Status of the Union as the Collective Bargaining Agent

Again, one question was asked of both the company and the union. This was whether or not the union was still the collective bargaining agent at the time the questionnaire was completed. The answer was yes in 69 cases and no in 17 cases. This represented 56.6 per cent and 13.9 per cent, respectively, of total usable responses (base, 122 replies).

Based upon negative replies, three unions lost in decertification elections. Furthermore, one union responded that while it was still the collective bargaining agent, it had no members, as the employees used "right-to-work." This would permit the union to be the winner in a representation election, but would leave it virtually powerless unless members voluntarily joined and supported it financially.

One of the companies responded that it did not have a union present, and explained this further. The representation
election itself involved three employees, with only two ruled eligible to vote. After election results were certified, these two employees resigned. No contract was reached, and twelve months later, the union withdrew.

Another company also replied that the union was no longer the collective bargaining agent. It explained by saying that the union made promises to its members which it could not keep. Most fringe benefits which unions try to obtain were already being received by the employees, or else the fringe benefits simply did not apply. The company went as far as it intended and no further. The employees were not willing to strike during negotiations, and the union quit.

One union respondent replied that the union was still the collective bargaining agent. However, it was viewed as being a weak body. This explanation stated that the union was originally established to cut out a rival union and to obtain a multi-million-dollar project. The union was not strong enough to adopt and carry out any strategy to completion. Its only benefit was to achieve a wage increase for its members.

Finally, one of the union respondents indicated it was still the collective bargaining agent and had just negotiated its first contract. It had a very positive outlook with regard to its future progress. It wrote:
[Company] sits in deep east Texas in a very conservative part of the state where organized labor is not well accepted. We spent about five months negotiating this first time contract, and we are not very proud of it; however, it has the outline of a very workable contract since we are able to remove some of the restrictions. One of our problems is that this plant produces cotton tags for cotton gins and is very seasonal, many of the employees never gain seniority status because the 120 day probationary period is longer than the usual summer work period (Source: Union letter accompanying returned questionnaire).
CHAPTER V

SUMMARY, FINDINGS CONCLUSIONS,
AND RECOMMENDATIONS

Summary

Collective bargaining is the process whereby the employer and an authorized representative of the workers meet to bargain in good faith over wages, hours, and other terms and conditions of employment. The results of this negotiating activity are subsequently ratified by the rank-and-file workers and/or union officials, and both parties agree to abide by this collective bargaining agreement for some specified period of time.

The main purpose of this study was to investigate the collective bargaining process between two established dates: (1) the date the union was certified the collective bargaining agent, and (2) the date a collective bargaining agreement, if any, was obtained.

This project explored the period immediately following the NLRB certification of the representation election wherein a Certification of Representative was actually issued. The intent was to examine the ultimate effects of the collective bargaining process after a labor organization was recognized as the official bargaining agent for a bargaining unit.
Four hypotheses were developed in such a manner as to investigate specific segments of this total time frame between the issuance date of the Certification of Representative and the contract date. These hypotheses were concerned with achieving a collective bargaining agreement after the union was certified the collective bargaining agent; time differences in negotiating contracts following a consent, directed, or stipulated consent election; renegotiation of subsequent contracts; and basic items negotiated in collective bargaining agreements.

NLRB permission was obtained to examine certain records for FY 72 and FY 75: the Petition, Agreement for Consent Election, and Stipulation for Certification Upon Consent Election. Two different fiscal years (1972 and 1975) were selected because Hypothesis 3 called for follow-up data on the negotiation of successive collective bargaining agreements.

Two types of research tools were developed: a questionnaire for gathering study data and a checklist to be used for analyzing similarities among collective bargaining agreements. Two questionnaires were mailed for each election which was studied (one to management and one to the union). Two hundred and thirty-two elections were involved, and a total of 464 questionnaires was mailed. Each party was asked to submit a copy of the collective bargaining agreement, if any,
which was negotiated as a result of that particular election. A second batch of questionnaires was mailed to nonrespondents one month after the initial mailing. A supplementary note was included with the repeat questionnaire, requesting that the party reply negatively if it did not wish to participate in the project.

Total elections (232) were 127 for FY 72 and 105 for FY 75. In general, response rates were considered satisfactory. There were 122 usable responses from these 232 elections for both years combined. In all, 74.0 per cent of FY 72 elections, 75.2 per cent of FY 75 elections, and 74.6 per cent of overall elections combined were accounted for in some manner.

After responses were received, the answers to each question were tabulated and arranged in order of presentation by hypothesis. Copies of collective bargaining agreements were analyzed for similarities in types of items negotiated.

Some pre- and post-election background information was collected. These data are presented in Chapter II and IV. Any conclusions drawn relating to these general background data are presented in those respective chapters. Conclusions related directly to one of the four primary research hypotheses are presented in Chapter V.
Findings and Conclusions for Hypothesis 1

Hypothesis 1 was stated as follows:

Once a collective bargaining agent is certified as the collective bargaining representative by the NLRB, it will be successful in negotiating a collective bargaining agreement.

As stated in Chapter III, Table IX shows the number of collective bargaining agreements obtained in the two fiscal years. For FY 72, there was a response rate of 51.2 per cent for the 127 elections "won" by the union. Fifty contracts (39.4 per cent) were negotiated. Fifteen responses (11.8 per cent) indicated no contracts were obtained. For FY 75, there was a response rate of 54.3 per cent for the 105 elections "won" by the union. Forty-two contracts (40.0 per cent) were obtained and 15 (14.3 per cent) were not. For both fiscal years combined, there were 232 elections "won" by the union. The response rate was 52.6 per cent. Of these 232 elections, 92 (39.7 per cent) resulted in contracts and 30 (12.9 per cent) did not.

Percentages were also calculated only for the responses received. Of those 65 who responded yes or no for FY 72, 50 (76.9 per cent) obtained a contract and 15 (23.1 per cent) did not. Of those 57 who responded for FY 75, 42 (73.7 per cent) obtained a contract and 15 (26.3 per cent) did not. Of those 122 who responded for both fiscal years combined, 92 (75.4 per cent) obtained a contract and 30 (24.6 per cent) did not.
This hypothesis was not supported, based on total (232) elections for both fiscal years combined. Only 39.7 per cent of all elections "won" by unions resulted in a collective bargaining agreement.

However, when percentages were calculated only for responses received, the great majority (75.4 per cent) of all elections did result in the achievement of a collective bargaining agreement. As stated in Chapter I, nonrespondents either did or did not obtain a contract; it is not known which event took place.

Findings and Conclusions for Hypothesis 2

Hypothesis 2 was stated as follows:

There will be no difference in the amount of time required to negotiate and ratify a collective bargaining agreement following a consent election as compared with stipulated consent or directed elections.

As stated in Chapter III, 5 directed FY 72 elections resulted in contracts which averaged 111.7 days to negotiate. Fifteen consent FY 72 elections averaged 70.1 days and 8 stipulated consent FY 72 elections averaged 62.2 days. For FY 75, there was only one directed election response with one day of negotiations (added to existing area master agreement). There were 8 consent contracts, averaging 61.9 days, and 15 stipulated consent contracts, averaging 127.6 days. For both years combined, 6 directed elections resulted in contracts averaging 74.7 days; 23
consent contracts averaged 67.2 days, and 23 stipulated consent contracts averaged 104.8 days.

This study hypothesis was not supported by the research data collected (responses received). For both years combined, there was a difference in the amount of time required to negotiate and ratify a collective bargaining agreement following a consent election (average 67.2 days) as compared with stipulated consent (average 104.8 days) or directed elections (average 74.7 days).

Findings and Conclusions for Hypothesis 3

Hypothesis 3 was stated as follows:

Once a collective bargaining agreement is negotiated and ratified, it will be renewed at its expiration date.

As stated in Chapter III, Table XIII shows the numbers and percentages of subsequent contracts obtained. Thirty-six respondents answered this for FY 72 and 35 for FY 75. For FY 72, 28 respondents (56.0 per cent) indicated they had obtained a subsequent contract and 8 (16.0 per cent) did not. For FY 75, 15 (53.6 per cent) obtained subsequent contracts and 6 (21.4 per cent) did not. Overall, for both years combined, 43 (55.1 per cent) obtained subsequent contracts and 14 (17.9 per cent) did not.

Based on a simple majority, this hypothesis was supported. For FY 72, 56.0 per cent of the respondents obtained a subsequent contract. For FY 75, 53.6 per cent
did. For both years combined, 55.1 per cent did. The majority of elections to account for in all three situations resulted in subsequent contracts negotiated.

Findings and Conclusions for Hypothesis 4

Hypothesis 4 was stated as follows:

There will be no real difference in basic items negotiated in the collective bargaining agreements.

Table XIV in Chapter III lists the basic items found in the contracts examined. A basic item has been defined as mention of a particular topic in a collective bargaining agreement. A basic item may also be defined as one which is concerned with wages, hours, and other terms and conditions of employment.

This hypothesis was supported for the contracts examined. Of the 33 categories of items listed in Table XIV, 20 items (60.6 per cent) were mentioned in a minimum of 61.0 per cent of these contracts and a maximum of 100.0 per cent. The categories mentioned would be most important to the union and center upon three main issues: wages, union security, and grievance-arbitration procedures. Almost every contract examined mentioned these: wages (97.6 per cent), union security (95.1 per cent), and grievance-arbitration procedures (100.0 per cent).

Implications from the Study

Collective bargaining is not a simple process. Theoretically, two parties meet to confer over specific
topics and then reduce their agreement to writing. However, in actual practice, problems can and do arise. Parties may or may not ever obtain a collective bargaining agreement. The union may be decertified. The company may or may not remain in business. The process of collective bargaining is actually a very complex one. Accordingly, management and the union should realize this, and try to increase their understanding of the total process. They can do this by analyzing the problems and variables which affect collective bargaining.

**Hypothesis 1**

Hypothesis 1 was not supported for all elections held, but was supported for elections in which responses to the questionnaire were received. There should be an examination of why a collective bargaining agreement was not achieved. In only 14 instances did the parties explain this. Their responses centered primarily on the two parties' not being able to agree. The law only requires good faith bargaining, not compulsory agreement.

The implication might be one of education in how to negotiate a contract. Trial-and-error activities are good in some cases, but negotiating should be a professional activity. A professional should be capable of minimizing personality aspects and smoothing the bargaining path. Both parties specified that their negotiators were higher-level
employees (managers or executives) or international union representatives. If a contract is negotiated for a three-year period, the company representative may become somewhat "rusty." The union representative, if an international representative, may be more active in negotiating.

_Hypothesis 2_

In Hypothesis 2, it was found that time frames required to negotiate contracts differed, depending upon the type of election. In one instance, the parties reported that an unfair labor practice suit was filed against the company and required some time to settle. Even when there were no real problems, one party indicated that it simply took longer each time to negotiate a subsequent contract.

In order to shorten these time frames or equalize them, it may be necessary to refresh the minds of the parties as to the purpose of collective bargaining. It may be necessary to alert the parties to problem areas so they can avoid them or pass over them more rapidly. Last but not least, it may be necessary to provide opportunities for counselling of the parties to keep them in a positive frame of mind, so that negotiations do not become stifled.

_Hypothesis 3_

Hypothesis 3 was supported by the research data. Some of the parties did not obtain a subsequent collective
bargaining agreement because a decertification election was held and "lost" by the union. The simple majority of responses indicated a subsequent contract was achieved.

The implication would seem to be that many parties are satisfied with the collective bargaining relationship. However, there should be concern for the parties who were not satisfied. The answer might lie in better education of potential bargaining unit members before the initial election. Once the bargaining unit is certified as the bargaining agent, it remains so for at least one year. It costs money to hold an election. It seems somewhat of a waste to hold a decertification election one year later.

**Hypothesis 4**

The overall implication from the study for Hypothesis 4 is that most of the contracts negotiated were similar, and basic items were fairly standard. The company or the union which is experiencing its first negotiation process should not be hesitant to contact other firms or unions for assistance. It should attempt to obtain and examine other contracts, research current literature, and to contact agencies such as the Department of Labor in order to ascertain what are the most current bargaining topics. The vast majority of the company respondents indicated they received no advice from other companies. The majority of union responses said there was no advice received from other area locals, although
most locals said they were affiliated with an international union. These locals can and do receive assistance from international representatives.

Recommendations for Further Research

There is potential for much additional research in the area of collective bargaining. Some topics which should be considered for further study are the following:

1. Continued research should be directed toward identifying areas other than those mentioned in this study which affect the achievement of a collective bargaining agreement.

2. This study should be replicated in other NLRB regions for purposes of comparison and contrast with Region 16.

3. A comparison of pre-election activities of the two parties in "won" and "lost" elections should be performed. The objective would be to determine whether or not unions successful in winning elections functioned differently in pre-election activities than unions which "lost" elections.

4. A study of the collective bargaining process should be extended to include an examination of the grievance and arbitration process. The purpose would be to determine what, if any, relationship exists between pre-election hearings, problems in negotiating a contract, and the quantity of post-contract grievance and arbitration hearings.
5. A study should be performed to examine the relationship, if any, between contract wording, clarity, and readability with the number of post-contract grievances and arbitration hearings.

6. If possible, a study should be performed with regard to quality of contracts negotiated. However, this would involve a financial analysis of the company to put firms on an equal basis, to determine if percentage increases in one contract are comparable to percentage increases in another.

7. It was noted in the course of this study that in several instances the parties reported a subsequent decertification election held the following year. A study should be performed on what happened, and why, with regard to the category of subsequent decertification elections which the union "lost."
APPENDIX A

Management Questionnaire
Questionnaire

Case No. ____________________________________________________________
Company ____________________________________________________________
Date of Election ______________________________________________________
Name ________________________________________________________________
Title _________________________________________________________________
Phone Number _________________________________________________________

Please answer all questions for the date indicated above. If you are not sure about an answer, indicate that this is your best estimate. If you wish, feel free to write any additional comments on the back of the last page.

Return the questionnaire and a copy of the bargaining agreement (contract) for the date above. Mail to:

M. Pulich  
c/o Dr. Elvis Stephens  
College of Business Administration  
North Texas State University  
Denton, Texas 76203  
817-382-4290 or  
817-788-2311 Ext. 40

A. Background Information

1. What was the total workforce for the company at this time? ______

2. Was this a first-time contract? Yes _____ No _____

3. If you were involved in a NLRB hearing regarding the election, what was the issue involved? For example, determination of bargaining unit, eligibility of voters, and so on. ____________________________

B. Preparation for Negotiations

1. Do you belong to an employer's association for collective bargaining purposes? Yes _____ No _____ If so, which one? ____________________________

2. Did anyone from outside the company help in negotiating the contract? Yes _____ No _____ If so, who? No names but title and position. ____________________________

3. Did your company receive any advice from other companies on how to negotiate or what items to negotiate? Yes _____ No _____ If so, what? ____________________________
4. Was there any contact with the union officials about negotiating or what items to bargain over before negotiations were officially started? Yes  No

5. Did the company ask for any suggestions from the supervisors for items to be included in the contract? Yes  No  If yes, what information did they give you? ___________________________________________________________________________

6. How did you decide what items to include in the contract? __________________________________________________________________________

7. How did you decide what wages and fringe benefits to give? __________________________________________________________________________

8. Did you do a wage survey? Yes  No  Anything else? __________________________________________________________________________

9. Did you have a target or hoped for settlement range? Yes  No

10. Did you have a wage and fringe benefits figure above which you would not go? Yes  No

11. Were you prepared to suffer a strike by the union rather than go above your limit? Yes  No

12. Did the union warn the company about the possibility of a strike? Yes  No

13. Did the union strike? Yes  No  If so, how long did the strike last? __________________________________________________________________________

14. How was the strike settled? __________________________________________________________________________

15. Did you consider locking out the workers? Yes  No

16. Were you prepared to actually lock out the workers? Yes  No

17. If you did lock out the workers, how long did the lockout last? __________________________________________________________________________

C. Actual Negotiations

1. Was a contract actually negotiated? Yes  No  If not, why was a contract not negotiated? __________________________________________________________________________

2. Did you have a personnel manager at the time of this election? Yes  No  Was he actively involved in face-to-face negotiations between the union and the company? Yes  No  If not, was he involved in negotiations at all? Yes  No  If yes, how did he help? __________________________________________________________________________
3. Who were your negotiators? No names, just titles and positions in the company.

4. Did a lawyer help the company in the negotiating process? Yes  No In writing up the contract? Yes  No

5. Did the company use sub-committees or only one main group to draft terms? If so, how many committees were there? How many people were on each committee? What topics did each committee deal with?

6. How many meetings did it take until you and the union agreed on terms?

7. How long did these meetings last? How many days apart were the meetings?

8. How many drafts of contracts were written before the final copy?

9. How many times did the union vote on the contract before it was finally ratified?

10. Were any unfair labor charges for refusing to bargain in good faith filed against the union after the election and during the contract negotiations period? Yes  No If so, what were they?

11. If the answer to #10 is no, did the company ever consider filing such charges against the union? Yes  No If so, was this brought to the union’s attention? Yes  No

D. Post-Negotiations

1. If a contract was actually negotiated, who in the company approved it? For example, board of directors, stockholders, etc.

2. Has another contract been negotiated since this one? Yes  No If so, how much of a wage increase took place? Fringe benefit increase?

3. How did the company compensate for this increased wage cost?

4. What percentage of total operating costs was total wages for all employees? For unionized employees?

5. As of today, is the union still the bargaining agent for the workers? Yes  No

6. As of today, is the company still in business? Yes  No

PLEASE DO NOT FORGET TO ATTACH A COPY OF THE CONTRACT FOR THIS TIME PERIOD.
APPENDIX B

Union Questionnaire
Questionnaire

Case No.
Company
Date of Election
Name
Title
Phone Number

Please answer all questions for the date indicated above. If you are not sure about an answer, indicate that this is your best estimate. If you wish, feel free to write any additional comments on the back of the last page.

Return the questionnaire and a copy of the bargaining agreement (contract) for the date above. Mail to:

M. Pulich
c/o Dr. Elvis Stephens
College of Business Administration
North Texas State University
Denton, Texas 76203
817-382-4290 or
817-708-2311 Ext. 40

A. Background Information

1. Is this a craft or industrial union?

2. Is this local affiliated with a national or international union?
   Yes ______ No ______. If so, which one?

3. Was this a first-time contract? Yes ______ No ______

4. If you were involved in a NLRB hearing regarding the election, what was the issue involved? For example, determination of bargaining unit, eligibility of voters, and so on.

B. Preparation for Negotiations

1. If you said you were affiliated with a national or international union, did anyone from the national or international union help you in negotiating the contract? Yes ______ No ______. What was his (their) title(s)? ________ How did he (they) help you?

2. Did your union receive any advice from other locals in your area on how to negotiate or what items to negotiate? Yes ______ No ______
3. Was there any contact with the company managers about negotiating or what items to bargain over before negotiations were officially started? Yes _____ No _____

4. How many days went by from election date until the first official negotiation meeting with company officials? __________________________

5. Did the union request any suggestions for items to be included in the contract from rank-and-file members? Yes _____ No _____
   If yes, what information did they give you? __________________________

6. How did you decide what items to include in the contract? __________________________

7. How did you decide what wages and fringe benefits to ask for? __________________________

8. Did you do a wage survey? Yes _____ No _____ Anything else? __________________________

9. Did you have a wage and fringe benefit figure below which you would not go? Yes _____ No _____

10. Did you have a target or hoped for settlement range? Yes _____ No _____

11. Were you prepared to strike to get this amount? Yes _____ No _____

12. Did you come close to voting to strike? Yes _____ No _____

13. Did you strike? Yes _____ No _____ If so, how long did the strike last? __________________________

14. How was the strike settled? __________________________

15. Did the company lock out the workers? Yes _____ No _____

16. If there was a lockout, how long did it last? __________________________

17. If there was not an actual lockout, did the company ever threaten to lock you out? Yes _____ No _____

C. Actual Negotiations

1. Was a contract actually negotiated? Yes _____ No _____ If not, why was a contract not negotiated? __________________________

2. Who were your negotiators? Do not give names. List their titles or positions in the union. __________________________

3. Did a lawyer help the union in the negotiating process? Yes _____ No _____ In drawing up the actual contract? Yes _____ No _____
4. Did the union use sub-committees or only one main group to draft terms? __________________________ If committees were used, how many were there? __________________________ How many people were on each committee? __________________________ What topics did each committee deal with? __________________________

5. How many meetings did it take until you and the company agreed on terms? __________________________

6. How long did these meetings last? __________________________ How many days apart were the meetings? __________________________

7. How many drafts of contracts were written before the final copy? __________________________

8. Were any unfair labor charges for refusing to bargain in good faith filed against the company after the election and during the contract negotiations period? Yes _____ No _____ If yes, what were the charges? __________________________

9. If the answer to #8 is no, did the union ever consider filing such charges against the company? Yes _____ No _____ If so, was this brought to the company's attention? Yes _____ No _____

D. Post-Negotiations

1. If a contract was negotiated, did the union members actually ratify it? Yes _____ No _____ If not, who did ratify or approve it? __________________________

2. How many times was the contract voted on before it was finally ratified or approved? __________________________

3. Did the national or international union approve the contract? Yes _____ No _____

4. Has the union negotiated any subsequent contracts since the one you are telling me about? Yes _____ No _____ How many? ________

5. If the answer to #4 is yes, how much of a wage increase was received? __________________________ Fringe benefits increase? __________________________

6. As of today, is this union still the bargaining representative for the workers? Yes _____ No _____

PLEASE DO NOT FORGET TO ATTACH A COPY OF THE CONTRACT FOR THIS TIME PERIOD.
APPENDIX C

Checklist for Items in Collective Bargaining Agreements
Checklist for Items in Collective Bargaining Agreements

- Arbitration Clause
- Bargaining Unit Defined
- Discharge-Reinstatement-Back Pay
- Discipline
- EEOC/Discrimination Statement
- Employee Discounts/Purchases
- Grievance Procedure
- Hours/Overtime
  - Call-in Pay
  - Cleanup Periods
  - Holidays
    - In vacation time
    - Pay
  - Injuries
  - Lunch periods
  - Premium pay weekends
  - Rest periods
  - Scheduling OT hours
  - Waiting/standby/travel time
  - Work preparation time
  - Voting/other civic duties
- Insurance Benefits
  - Acupuncture
  - Dental
  - Drugs
  - Group auto
  - Homeowners'
  - Legal aid
  - Life
  - Medical/surgical
  - Pregnancy/newborn benefits
  - Psychological therapy/counselling
  - Vision care
- Layoffs
  - Bumping
  - Rehiring
  - Transfers
  - Work sharing
- Leaves of Absence
  - Civic leave
  - Maternity
  - Military
  - Paid sick leave
  - Personal time
  - Requests for...
  - Unpaid sick leave
- Management Rights Clause
- Outside Employment
- Patent Rights
- Pension Plans
  - Benefits
    - Conditions for retirement
    - Early retirement
    - Length in Service
    - Vesting provisions
- Profit-sharing Plans
  - Benefits
    - Contribution provisions
    - Vesting provisions
- Promotion-Demotion-Transfer
- Resignations
- Reopener Clause
- Seniority
  - Dates
  - Lists
  - Merger
  - Superseniority
  - Transfers
- Strikes/Lockouts
  - Uniforms/Tools
Union Security

- Admission to Union
- Checkoff
- Dues/fees
- Dues collection
- Retention in union

Vacations

- Extended period
- Pay
- Provisions for receiving
- Scheduling

Wages

- Adjustments
- Automatic increases
- Bonuses
- COLA
- Escalator clause
- Evaluation—Wage rate setting
- Failure to meet standards
- Merit increases
- Minimum guarantees
- Reporting and call-in guarantees
- Severance pay
- Shift differential
- Spoilage
- SUB
- Supervisor ratings—employee evaluation
- Time/manner of wage payment
- Time studies
- Wage incentive plans

Working Conditions/Safety

- Accidents and first aid
- Child care facilities
- Hazardous work
- Physical examinations
- Safety committees
- OSHA
APPENDIX D

Cover Letter Explaining Study
Dear

I am currently enrolled as a graduate student at North Texas State University in Denton, Texas. I am working on the final required dissertation project towards a Ph.D. in Personnel Management and Industrial Relations. My topic is concerned with the collective bargaining process which takes place once the Certification of Representative is issued by the National Labor Relations Board.

I need some information from you in order to finish this project. I would ask that you answer the enclosed questionnaire and return it to me. I would also like to receive a copy of the collective bargaining agreement which was finally completed. This will not be your most current one but the one for the election date given at the top of the questionnaire.

The results of this work will be confidential. Your name will not appear anywhere. I am asking you to state your name and a current phone number on the questionnaire but only in case I need to contact you regarding your answers. No one other than myself will see your answers or your bargaining agreement. When my work is completed, all questionnaires and contracts will be destroyed.

I know your time is valuable. It should take approximately 15 minutes to answer these questions. As you will see, most of them can be answered with a yes or no. If you wish any more information, please feel free to contact me or Dr. Elvis Stephens, my major professor.

Thank you very much for helping me.

Sincerely,

M. Pulich
BIBLIOGRAPHY

Books


Reports


Public Documents

