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An Analysis of the Major Changes in the Collective Bargaining Agreements between Swift & Co. And the United Packinghouse Workers of America-C.I.O. From 1942 Through 1954

David Anthony Hock
Loyola University Chicago

AN ANALYSIS OF THE MAJOR CHANGES IN THE COLLECTIVE BARGAINING AGREEMENTS BETWEEN SWIFT & CO. AND THE UNITED PACKINGHOUSE WORKERS OF AMERICA - C.I.O. FROM 1942 THROUGH 1954

by

David Anthony Hock

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LIFE

David Anthony Hock was born in Chicago, Illinois, February 28, 1932.

He was graduated from Quigley Preparatory Seminary, Chicago, Illinois, June 1950. He attended St. Mary of the Lake Seminary, Mundelein, Illinois. In January 1954 he graduated from Loyola University with the degree of Bachelor of Arts.

He began his graduate studies at Loyola University in October 1953.

TABLE

CHAPTER I

INTRODUCTION

The purpose of this thesis is to analyze the major changes in the collective bargaining agreements of Swift & Co. and the United Packinghouse Workers of America. This study has been limited to one company and union which are important in setting the pattern for the entire meat packing industry, because of the need to control the scope of material to be covered. Although there are other less significant changes in the collective bargaining agreements, this thesis will be limited to those changes listed in Chapter IV of the table of contents. The author hopes to give a clear indication of what collective bargaining has accomplished at Swift & Co. since the UPWA(CIO) was certified as the bargaining representative at fifteen Swift plants in 1942. The topics to be analyzed in Chapter IV are basic to collective bargaining not only in the meat packing industry, but throughout American manufacturing industries.

To afford the reader an understanding of the reasons behind many agreement changes, a brief history of the dealings between the company and various unions for the past ninety years is included.

Merely to point out the major changes in fourteen years of collective bargaining with the UPWA(CIO) would be of little value. Hence, an attempt has been made in Chapter V of this thesis to explain the causes of the major changes, as well as the effects of these changes at Swift & Co. The author interviewed both union and company representatives in order to secure an understanding of the reasons of the change, who initiated the change and what effects the change has had on the workers, the union and management.

By giving some explanation of the innovations in the collective bargaining agreements, the author hopes to add in some small way to the work already done in the analysis of collective bargaining agreements in the United States. However, in order to limit the scope of this thesis, the author will not attempt to evaluate the relative worth of these changes in the development of industrial relations at Swift & Co. or to the progress of industrial peace between the UPWA(CIO) and Swift & Co. These problems could be the subject matter for another thesis.

CHAPTER II

HISTORY OF THE UNIONS OF THE PACKINGHOUSE WORKERS

EARLY UNIONISM AT SWIFT & CO.

Unionism in meat packing can be traced back to 1865 when the Butchers and Packinghouse Men's Protective Union and Benefit Association came into existence. This union remained in existence until 1879 when an unsuccessful strike was called in the yards. Having won a twenty-five cent per hour raise, the union immediately tried to win a closed shop; but the strike failed and the union crumbled.[1]

The next union to organize in the meat packing industry was the Knights of Labor in the 1880's. In 1886, a rank and file strike was called for the eight hour day which the workers won; but the ten hour day was reinstated by the packers later that same year. Terence V. Powderly, Grand Master Workman, ordered the men back to work in the latter part of 1886, thus ending for all practical purposes the effectiveness of the Knights in the

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1 Joseph S. Nowak Jr., Early Unionism In Packing, Chicago, 1947, p 4.

packinghouses.[2]

THE AMALGAMATED COMES TO MEAT PACKING

By 1903 the Amalgamated Meatcutters and Butcher Workmen of North America was recognized as the collective bargaining agent of the packinghouse workers by Swift & Co. and the first contract between the packers and a packinghouse union was signed in 1904. A strike for wage demands was called in 1904, but after six weeks the Big Five (Armour, Swift, Cudahy, Morris and Wilson) forced the Amalgamated to surrender. Unionism in the meat packing industry ceased from 1904 until 1916. In 1917, the stockyards Labor Council was formed under the auspices of the American Federation of Labor and a contract was signed by the packers. This group was short lived and in 1921 it lost the fifth packinghouse strike in the history of packinghouse unionism.[3]

THE EMPLOYEE REPRESENTATION PLAN

Thereafter, the packers began to organize company unions which remained active under the control of the company during the 1920's and early 1930's. The leaders of the company unions, composed of an equal representation from both workers and management,

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2 Ibid., p 5.

3 Educational Department, UPWA(CIO), Eighty Years of Packhouse Workers, Chicago, 1946, p 2.

but with veto power in the hands of management, agreed upon wage cuts for the workers at Swift & Co. in the early 1920's.

THE PACKINGHOUSE WORKERS ORGANIZING COMMITTEE

The next group to come on the scene of the meat packing industry was the Packinghouse Workers Organizing Committee (CIO). After the passage of the Wagner Act, the American Federation of Labor failed to organize the mass production industries. The PWOC began organizing in 1937 and by 1940 had become a large and quite secure union in the meat packing industry. However, the Amalgamated did acquire some control in the major packinghouses of the country. By 1950 the UPWA(CIO) had 52,100 workers in the Big Three (Swift Armour and Wilson), while the Amalgamated had only 8,700 of these workers. The National Brotherhood of Packinghouse Workers, an independent union of the Swift plants, claimed 7,900 workers in the nine plants in which they held bargaining rights.[4]

A picture of the early history of the Packinghouse Workers Organizing Committee (CIO) is basic for understanding the changes in the master agreements of Swift and the UPWA(CIO). In October 1937, John L. Lewis formed the Packinghouse Workers Organizing

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4 U.S. Bureau of Labor Statistics, Collective Bargaining in the Meat-Packing Industry, Bulletin No. 1063, Washington, D.C., 1952, p 12.

Committee and appointed Van A. Bittner, veteran officer of the United Mine Workers, as chairman of the new group. The Packinghouse Organizing Committee received much help from the auto workers in Kansas City and Milwaukee, from the rubber workers in Akron and from the mine and steel workers in other cities.[5] During these early years of the Packinghouse Workers Organization there were many company dominated unions in the Swift chain. The PWOC(CIO) pressed unfair labor charges against Swift & Co. in Denver, East St. Louis and South St. Paul "for attempting to influence its workers against the CIO and for the Security League."[6] The Packinghouse Workers Security League at Denver, Colorado, was deemed by the National Labor Relations Board to be a company union in that organization was accomplished on company time and membership was fostered by supervisory employees and employer officials.[7]

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5 Arthur Kampfert, History of Meat Packing, Sloughtering and Unionism, unpublished typescript, Chicago, 1949, III - p 35.

6 Theodore V. Purcell, S.J., The Worker Speaks His Mind On Company and Union, Cambridge, 1953, p 58.

7 In re Swift & Company (Denver, Colo.) and Amalgamated Meat Cutters and Butcher Workmen of North America Local No. 641, and United Packinghouse Workers Local Industrial Union No. 300. Case No. C-355, May 20, 1938 (7 N.L.R.B., No. 35.)

8 On August 4, 1939 the Tenth Circuit Court of Appeals, in 'Swift & Co. vs. National Labor Relations Board, No. 1720," upheld in part the National Labor Relations Board decision saying;, "It does not direct that the league shall be dissolved, but merely that the petitioner cease to recognize it as the collective bar-

While PWOC(CIO) concentrated its effort on Armour and Co. during the first years of the organizing campaign, the crusade was carried on at Swift and Co. by many union minded employees. The top management of Swift & Co. set the tone of the relationship which they wished to establish with the union in the following letter dated April 21, 1937:

TO MANAGERS AND SUPERINTENDENTS:

> The Supreme Court decisions (upholding the Wagner Act) will have a considerable effect upon our methods of dealing with our operating employees in the future...
>
> Some of our people may think that with our method of bargaining changed, the company's attitude toward its employees will change, but this, of course, is not the fact. Whatever our methods ... of bargaining with employees shall turn out to be, we still want to maintain a cordial, cooperative attitude, with our ideals the same as heretofore, and with a very definite desire to have a fine spirit of cooperation and mutual respect and regard.
>
> Please make every effort to see that this shall be understood throughout all our organization. Please reply.
>
> Harold Swift
>
> (Vice President of Industrial Relations)[9]

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gaining representative of the employees. If it should be established in the future after the Boards order has become operative and effected its purpose, that the League has been freely chosen by petitioner's employees as their collective bargaining representative, we do not construe the order as preventing proper recognition of the League as such.

9 Letter sent by Harold Swift, Vice President of Industrial Relations on April 21, 1937.

Between 1940 and April, 1943 when the first master agreement was signed between the PWOC(CIO) and Swift & Co., the union was recognized through N.L.R.B. elections as the collective bargaining agent of fifteen Swift plants. Before April, 1943 collective bargaining was carried on a plant basis. The first master agreement between the two parties was signed in April 1943; but in certain phases, such as wages, was retroactive to August, 1942.[10] Up to the present time there have been nine master agreements between the two parties.

UNITED PACKINGHOUSE WORKERS OF AMERICA

In 1943 the PWOC(CIO) became the United Packinghouse Workers of America (CIO) with Lewis Clark as president. Industrial Relations between Swift & Co. and the UPWA(CIO) more greatly affected the controls vested in the National War Labor Board from 1943 through 1945.

On January 16, 1946, a strike was called by the UPWA(CIO) and the Amalgamated against Swift & Co. The Secretary of Agriculture was ordered by President Truman, under the powers given him by the War Labor Disputes Act, to seize and operate the packing plants.

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10 Purcell, The Worker Speaks, p 59.

A wage increase of sixteen cents per hour, which was recommended by the fact-finding board set up by the president, was put into effect over the protest of Swift & Co.[11]

This strike is important because it is the only one against Swift & Co. that any union has won. The fact-finding board and seizure exerted much influence upon public opinion, but the pressure of a united front presented by the CIO and AF of L unions against Swift & Co. for a period of ten days accounts for the result.

On March 16, 1948 the UPWA(CIO) called a national strike against Swift & Co., however without the aid of the Amalgamated or the National Brotherhood of Packinghouse Workers, each having previously signed their contracts with Swift & Co. for a nine cent hourly wage increase. The UPWA held out ten weeks for a twenty-nine cent hourly wage increase, but on May 21, 1948, they returned to work accepting the nine cent increase.[12] The strike lasted at the Wilson plants until June, when the same terms given by the other companies were accepted.[13]

From its inception the UPWA has been accused of communist influence. However, when the CIO cleaned their ranks of the commu-

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11 Ibid, p 60.

12 Ibid, p 62.

13 U. S. Department of Labor, Collective Bargaining, p 49.

nist unions, the UPWA(CIO) was not ousted because it was not considered to be dominated by communists. Despite all its internal turmoil, the UPWA(CIO) has called two strikes, in 1946 and 1948, and has secured greater cooperation from the Amalgamated on contract demands and strike activities and thus better bargaining power.

In 1949 the UPWA and the Amalgamated agreed to act jointly in contract negotiation with all major packers except Wilson.[14] On July 2, 1953 the CIO and A F L meatpacking unions signed an agreement not to raid each other in those plants already organized to provide for broad cooperation in joint negotiation. They also agreed that whichever one is more powerful in a particular locality will try to replace the independent National Brotherhood of Packinghouse Workers, which has bargaining rights in nine Swift plants.[15]

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14 Corey, Meat and Man, p 302.

15 Bureau of National Affairs, Labor Relations Reference Manual, Washington, D.C., 1953, XXXII, p 31.

CHAPTER III

HISTORY OF SWIFT AND CO.

GUSTAVUS F. SWIFT

Gustavus F. Swift was born in Sandwich, Massachusetts, on June 24, 1839, and died in Chicago, Illinois, on March 30, 1903. When he was twenty-nine, he opened a small butcher shop in his home town and at the age of thirty moved to Boston, where he continued his pursuits in meat packing. In 1875, Swift left Boston for Chicago from whence he shipped live cattle to the East. Just two years later in 1877, Swift revolutionized the meat packing industry by shipping dressed meat by refrigerator car to the East.[1] While in Boston, Gustavus Swift was in partnership with James A. Hathaway, but Hathaway refused to venture to Chicago with his enterprising partner. In order to establish his business in Chicago, Swift was forced to borrow heavily; nevertheless his good business tactics made it possible for him to succeed in his endeavor. His knowledge of the meat packing industry, as well as his efficiency of management were the means Swift utilized.

Because of Swift's attitude, especially his ability never to

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1 Encyclopedia Americana, New York and Chicago, 1946, XXVI.

admit defeat, he was able to withstand the panic of 1893.

SWIFT'S SONS

In 1902 Swift together with Armour and Morris established the National Packing Company, an organization which lived for only one year due to the antipathy towards such power organization by the American public. Shortly afterwards, the National Packing Company was voluntarily dissolved. Fr. Purcell notes, "the company has not been legally proved guilty to have violated any anti-trust laws."[2] From Swift's death until the 1930's Louis Swift and his other sons managed the business.

SWIFT & CO. NO LONGER IN THE FAMILY

Finally, in 1937 the presidency of Swift and Co. was placed in the hands of John Holmes, although the spirit of the elder Swift can still be detected in the company's policy. However, Swifts youngest son, Harold, is still chairman of the board of directors and two grandsons are in lesser positions with the company, though only five per cent of the common stock of Swift & Co. was held by the family in 1937.[3] "Swift's strong financial position enables it to do things, such as handling a liberal pen-

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2 Purcell, Worker Speaks, p 17-18.

3 T.V. Purcell, S.J., Dual Allegiance in the Industrial Plant Community, Doctoral Thesis, Harvard University, 1952, I, p 82.

sion program, which other packers (Armour, for instance) cannot afford to do."[4] Hence, it is easy to understand why Swift and Co. is the pattern setter in the meat packing industry, especially in union contracts.

EARLY ATTITUDE TO COLLECTIVE BARGAINING AT SWIFT & CO.

The attitude which Swift & Co. took towards collective bargaining in the early years of the company was similar to that prevalent in the United States at that time. During the famous second strike for the eight hour day in the latter part of 1886, the disturbances broke out at the Swift and Co. plant and spread to the other packing plants in a few days. This marked the first instance that Swift & Co. allied itself to the packer's association in opposition to the packinghouse workers. Moreover, Swift & Co. stated that they would no longer employ members of the Knights of Labor. However, Terence V. Powderly, Grand Master Workman, ordered the workers back to work.[5]

In 1903 the Amalgamated won union recognition from the packers; but the second strike for wages proved disastrous to the union. Until 1917 the packers, including Swift & Co., showed no inclination towards union recognition, much less collective bar-

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4 Ibid, p 82.

5 Selig Perlman, A History of Trade Unionism in the United States, New York, 1923, p 97-98.

gaining. In 1917, the packers were forced into a contract with the Amalgamated by the federal government and Judge Aschuler, was appointed federal arbitrator. But, with the coming of lean years in 1920 and 1921 the packers were able to withstand the 1921 strike by the Amalgamated, a strike which suffered from factionalism within the union as well as the use of negroe strike breakers by the companies. Speaking of the attitude of Swift and Co. towards unionism in 1917 when the A.F. of L. was attempting to organize the workers, Corey quotes evidence found in the company files by the Federal Trade Commission. First a letter from Swift & Co. Chicago to its Denver plant, "Answering: Want you to work closely with Hanson to prevent your house becoming organized, handling so as not to force a strike. Advise find cause other than being members of labor unions for dropping two men mentioned or other active members, and dispense with services as soon as practicable. Keep us fully posted."[6] Second, a letter dated Aug. 17, 1917, which Louis Swift wrote to Edward Swift, "If it looks as though our Sioux City men are going out on strike, what would you think of telling them just before they go out the plant will be closed down permanently? This, to a certain extent, is a threat, something we have never done; but sometimes I'd like to try a

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6 Corey, p 276.

thing once to see whether or not it will work."[7] Unions have fought for higher wages and better working conditions in the meat packing plants, since there was no other means of attaining them.[8]

THE EMPLOYEE REPRESENTATION PLAN

The history of Swift & Co., and its attitude towards collective bargaining in the 1920's and early 1930's is the history of the Employees Representation Plan. The E.R.P., as it was called, accepted wage cuts during the early 1920's. An equal representation of management and labor, as the E.R.P. was set up, did not give an equal voice to the workers as collective bargaining agents in the true sense of the word. Speaking of the policies of a leading meat packing company with its headquarters in Chicago, the Swift and Co. edition says.

> Through its plan of Employee's Representation the hourly paid employees in the meat packing plants of this company elect representatives who meet regularly with an equal number of representatives appointed by management for the purpose of investigating all grievances among employees and correcting any injustices that are found to exist --- The Employees' Representation Plan therefore insures fair treatment to all employees and gives them a word in determining the conditions under which they shall work.[9]

SWIFT & CO. FACES GOVERNMENT ENDORSED COLLECTIVE BARGAINING

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7 Ibid., p 276.

8 Ibid., p 281.

9 Swift & Co., The Meat Packing Industry In America, Chicago, 1931, p 103-104.

During the 1930's, Swift, as well as other employers, faced the period of legislation in support of labor with tongue in cheek. The Norris Laguardia Act, The National Industrial Recovery Act, (later declared unconstitutional) and finally the Wagner Act were more than the employers were prepared to accept. The many N.L.R.B. cases of company domination of the union on the part of Swift & Co. during the late 1930's is an illustration of Swift's refusal to admit that collective bargaining was now a matter of law. Golden and Ruttenberg speaking of the reasons for the passage of the National Labor Relations Act on the part of the federal government and the employers attitude towards the Act point out that, "The NLRB grew out of management's failure to accept organized workers into the councils of industry on a basis of equality. Somehow this obvious fact was overlooked. So enraged was management by the NLRB that all it could see was the government aiding and abetting union organization."[10]

ATTITUDE TOWARDS COLLECTIVE BARGAINING WITH U.P.W.A.

During World War II Swift & Co., as other employers, followed the dictates of the National War Labor Board with respect to collective bargaining. Immediately after the war Swift was faced with a strike, in which, as was mentioned before, the federal fact-

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10 Clinton S. Golden and Harold J. Ruttenberg, The Dynamics of Industrial Democracy, New York and London, 1942, p 35.

finding board advised a raise which Swift & Co. did not wish to grant. Finally, because of circumstances, Swift gave in to the demands of the UPWA and the Amalgamated.

In 1948 Swift fought tough unionism by being strong in their position and turned a strike by the UPWA into a victory for the company's position. The union gave in and Swift & Co. showed the nation that it was willing to cooperate with a responsible union, but would fight any exhorbitant demands.

Since 1948, there have been no strikes between the company and the union and collective bargaining has begun to show improvement.

CHAPTER IV

THE MAJOR CHANGES IN THE MASTER AGREEMENTS FROM 1942 THROUGH 1954

This chapter will consist of an analysis of the changes in four major sections of the master agreements between Swift & Co. and the United Packinghouse Workers of America from 1942 through 1954. The master agreements to be studied in this thesis number seven and the dates on which these agreements took effect are August 20, 1942, June 6, 1945, December 23, 1946, August 11, 1948, November 7, 1949, August 11, 1950, November 24, 1952. Another agreement was signed on August 11, 1943, under the directives of the National War Labor Board. This agreement was not published and did not show evidence of major change.

ADJUSTMENT OF GRIEVANCES

In 1942, provision was made for a grievance committee of employee representatives. The number of representatives was to be determined locally by the union, though there would be no more than twelve. The purpose of this committee was to settle all grievances. The company agreed to supply the necessary information from records to the grievance committee, though the griev-

ance committee was not paid for their time in this pursuit.[1] The importance of a grievance machinery as set up in the contract is illustrated by these words of Father Purcell, "It is not an exaggeration to say that after the Swift-UPWA contract clause giving the union the right exclusively to bargain for the people of the plant community, next in importance are the contract clauses establishing the grievance procedure, for these clauses set up the machinery for settling almost any dispute that may arise between the employee and the company."[2]

In 1945, the contract was modified so as to provide for payment for time spent in grievance meetings to the committee, if it necessitated leaving their work during the normal work day of eight hours.[3] The advisability of payment under these conditions may be questioned. Yet, these variations reflect to a great degree the mutual trust of the union and the company.

In 1946, there was provided a clause which limited the employee from leaving his job to handle a grievance until he had received permission from his immediate supervisor and this permission was granted if there was no undue interference with pro-

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1 Swift and Company Master Agreement with Packinghouse Workers Organizing Committee (CIO), 1942 Paragraph 58.

2 Purcell, Worker Speaks, p 221.

3 Swift and Company Master Agreement with United Packinghouse Workers of America CIO, 1945., Paragraph 58.

duction.[4] The provision undoubtedly was protection for management in running the plant.

The contract, as initiated in 1942, provides that no strike, stoppage, slowdown or suspension of work shall take place because of the union's action and neither shall the company attempt a lockout, when there is a dispute in matters of the agreements or incident to the employment relation. In 1945, an addition was made to this clause stating, "and it is the declared policy of the parties hereto that all such matters shall be settled as quickly as possible."[5] The significance of this phrase in insuring quick settlement of disputes is very important. Speaking of the process of settling grievances Williamson and Harris say, "Whatever the procedure employed, efforts are usually made to settle a grievance (1) on the spot, (2) on its merits, and (3) on time. If those three principles are not observed, the probable result is - more grievances."[6]

Paragraph fifty-nine of the contracts also provides for a definite procedure for settling these differences.[7] In 1942, the procedure set up was as follows: First, the aggrieved employee

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4 Swift and Company Master Agreement with United Packinghouse Workers of America, CIO, 1945, Paragraph 58.

5 Swift and Co. Master Agreement with the UPWA-CIO, 1945, Paragraph 59.

6 Williamson and Harris, p 120.

7 Swift and Co. Master Agreement with UPWA-CIO, 1945, Paragraph 59.

or employees, with or without the union representative, and the foreman or forelady of the department. Second, the union representatives (one to three), with or without the aggrieved employee, and the foreman or forelady of the department. Third, the same union representatives, with or without the aggrieved, and the general foreman or division superintendent. Fourth, the same union representatives, with or without the aggrieved, and the plant superintendent or his designated representative. Fifth, between one or more members of the grievance committee and the company's designated representative. Grievances reaching this step were to be in writing and either party was free to call in witnesses and visit the department involved for evidence. Sixth, the assistance of both the General Superintendent of the company or his designated representative or representatives and the international representatives of the union was guaranteed in this step. Seventh, if no settlement was reached in the sixth step, either party was free to submit the grievance to Charles O. Gregory, as arbitrator, whose decision shall be final and binding on all parties involved.[8]

The grievance machinery, as outlined in the 1942 contract,

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8 Swift and Co. Master Agreement with the PWOC-CIO, 1942, Paragraph 59.

was kept virtually intact in the next published contract between Swift & Co. and the UPWA(CIO) in June 1945. However, some minor changes deserve mention. The third step of the 1945 contract, when naming management's representatives, read, "and the general foreman or division superintendent, but not both."[9] The last three words "but not both" were added in 1945 and had the significance of excluding both members of top management from participating in the grievance procedure at the same time. Next, in the fifth step of the 1945 contract the phrase "and the company's position" was added to the contract with the result that the clause read, "all grievances presented in this step, and the company's position, shall be in writing."[10]

On December 23, 1946, Swift & Co. and the UPWA revamped the entire paragraph dealing with the steps of the grievance procedure. The final result was that only five steps were provided for in 1946, whereas seven steps had been used before.

The first step of the 1946 contract was the same as the first step of 1945 save for this addition with regards the meeting of an employee, with or without the union representative, and the foreman or forelady of the department.

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9 Ibid.,

10 Swift and Co. Master Agreement with the UPWA(CIO), 1946, Paragraph 59.

> except in the latter's absence in which case a substitute or alternate shall be designated by the Union. It is the declared policy of the Union that all grievances shall be handled whereever possible by the department steward, provided that this shall not prevent the department steward, if he deems it necessary, from obtaining assistance in this step from one member of the Union grievance committee.[11]

Although this addition had been contained to some degree in paragraph sixty of the previous, 1945, contract, now, a better position was assured the union in cases where the union itself, had a grievance or when the aggrieved employee refused to process his grievance.[12]

The second step of the 1945 contract, between the union representatives and the foreman, was dropped entirely from the 1946 contract.

The second step of the 1946 contract was the same as the third step of 1945 had been. Hence, the grievance was put into the hands of higher representatives of the company in an early step. Again, in this step the clause dealing with the General Foreman or Division Superintendent was subject to change. The clause was changed to read "and the company's designated representative, including either the general foreman or the division superintendent or both."[13] The reader will do well to recall that

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11 Swift and Co. Master Agreement with the U.P.W.A., 1946, Paragraph 59.

12 Ibid., Paragraph 59.

13 Ibid., Paragraph 59.

this clause had just been changed in the 1945 contract to read "....but not both." Also the phrase, "all grievances not settled in this step and the company's answer shall be in writing, "was added.[14] This phrase was formerly found in the fifth step of the previous contract.

The third step of the 1946 contract is a combination of partially the fourth and more precisely the fifth steps of the 1945 contract. The phrase "including the plant superintendent or his designated representatives" is taken from the fourth step of the 1945 contract and together with the entire fifth step of 1945 makes up the third step of the 1946 contract. The significance of this merger is very clear. Prior thereto, the union representatives (not exceeding three) met with the plant superintendent and then in the next step the grievance committee of the union met with the company's designated representatives. Under the 1946 changes, the grievance committee of the union met with the company's designated representatives including the superintendent of the plant or his designated representatives in one step.[15] The final change in the third step of the 1946 contract was the elimination of the phrase "if necessary". In 1945 the clause had read,

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14 Ibid., Paragraph 59.

15 Ibid., Paragraph 59.

"and, if necessary visit the department in order to get all evedence concerning the case."[16] A provision such as this would definitely limit the freedom of both parties in their quest for evidence.

The fourth step of the 1946 contract did not change in any way from the sixth step of the 1945 contract.

The fifth step of the 1946 contract is for the most part the same as the seventh step of the 1945 contract. These exceptions must be noted. Whereas the 1945 contract names Charles O. Gregory as arbitrator, the 1946 contract gives no definite arbitrator, leaving the subject for a later decision.[17] In this connection, it would be well to point out that on August 11, 1950, Ralph P. Seward was named arbitrator in the master agreement.[18] Hence, after four years the contract again provided for a specific arbitrator.

Another important change was effected in the fifth step of the 1946 contract with the addition of this clause, "In making

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16 Swift and Co. Master Agreement with the U.P.W.A.-C.I.O., 1945, Paragraph 59.

17 Swift and Co. Master Agreement with the U.P.W.A.-C.I.O., 1945, Paragraph 59.

18 Swift and Co. Master Agreement with the U.P.W.A., 1950, Paragraph 59.

said decision the arbitrator shall be bound and governed by the provisions of this contract and restricted to its application to the facts presented to him in the grievance."[19] The specific limits placed on the arbitrator by this clause are very definite, whereas the arbitrator's area for determining his decision was previously limited only by the general principles of Arbitration law.

The last clause of paragraph fifty-nine in the 1946 contract is entirely new to Swift and U.P.W.A. master agreements. It reads "except as set forth in Paragraph 50, no grievance or difference shall be processed under the grievance procedure set forth in subparagraph (a) above unless presented by the employe or the Union to the Company in the first step within one (1) month from the time the aggrieved acquires knowledge of such grievance or difference."[20] The significance of this clause with regard to the submission of grievances by the union as early as possible surely was to reduce, as well as settle, all grievances as quickly as possible.

Paragraph sixty of the Swift U.P.W.A. contracts deals with the settlement of grievances. In 1942, the paragraph read

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19 Swift and Co. Master Agreement with the U.P.W.A., -C.I.O., 1946, Paragraph 59.

20 Ibid., Paragraph 59, (b).

"When a settlement is arrived at, at any stage of these procedures such a settlement shall be final and binding on all parties concerned. Settlements beyond the fourth step shall be in writing."[21] In 1945, another clause was added to this paragraph reading "The above grievance procedure shall not preclude the steward from discussing with the foreman the application of the agreement in those cases where the Union and not the employe is aggrieved or where the aggrieved employe refuses to present his grievance."[22] The clause mentioned above was strengthened and incorporated into part (b) of the first step of the 1946 contract. Also, in 1946 with the change in the number of steps in the grievance procedure from seven to five, the last line was changed to read "settlements beyond the second step shall be in writing"[23] instead of "settlements beyond the fourth step shall be in writing."[24]

SUMMARY

Now, the result of the changes in the paragraph dealing with

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21 Swift and Co. Master Agreement with the PWOC-CIO, 1942, Paragraph 60.

22 Swift and Co. Master Agreement with the UPWA-CIO, 1945, Paragraph 60.

23 Swift and Co. Master Agreement with the UPWA-CIO, 1946, Paragraph 60.

24 Swift and Co. Master Agreement with the UPWA-CIO, 1945, Paragraph 60.

the adjustment of grievances will be summed up. In considering these overall changes the author presupposes to a great degree the innovations which were initiated by the first Master Agreement in 1942.

First, the employees attending such meetings were paid for grievance time, if it occurred during their normal work day. Second, the parties agreed to settle their disputes as quickly as possible and the union agreed not to hinder production because of the grievance sessions. Next, the union was granted permission to settle all grievances, even those which the aggrieved employee refused to process. The seven steps of the early contract were reduced to five in 1946. The arbitrator, whether specified or not, was held to the language of the contract in his decisions after 1946. Finally, with the reduction of steps in the grievance procedure, the written notice was obligatory at the second, rather than the fourth step. There have been no changes in this paragraph since 1946.

HOURS OF WORK AND PAID HOLIDAYS

Hours of work and paid holidays is the second major section to be considered in this chapter.

The definition of the regular work week was stated in the contract of 1945. The start of the week was defined as Monday and the end Sunday. Also, the contract left each plant free to de-

termine the start and end of each day,[25] though this provision was dropped in 1949.[26]

The definition of Sunday work was also initiated in 1945. It read "Employees who are not assigned to work regularly performed on Sunday when required to work on Sunday will be given that work in addition to their regular work for that week."[27] This insured the employee that such Sunday work would not be counted towards his guaranteed time for the following week.

As provided in the 1942 contract, the basic work day was eight hours, while the basic work week was forty hours. Moreover, the contract assured the employees, "Every reasonable effort will be made to limit the hours to eight (8) in one day and forty (40) in one week."[28] In 1945, an addition was added to this clause which stated that the company may require the employee to work

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25 Ibid., Paragraph 12, (a).

26 Swift and Co. Master Agreement with the UPWA-CIO, 1949, Paragraph 12, (a)

27 Swift and Co. Master Agreement with the UPWA-CIO, 1945, Paragraph 12, (b).

28 Swift and Co. Master Agreement with the PWOC-CIO, 1942, Paragraph 12, (c).

more than eight hours in a day or forty hours in a week, if no employee is required to work unreasonable hours.[29] In 1946, the previous addition was strengthened so that the company's considerations of economy for the specific week should also have a bearing on the basic work day and week.[30]

In 1946, premium pay, double time, for work performed on holidays was initiated. Work not regularly performed on Sunday or the employee's designated day of rest in lieu of Sunday had previously received double the rate of pay.[31]

In 1942, one and one half times the regular rate of pay was paid for hours in excess of eight in one day or forty in one week. However, the contract stated that an employee could receive either daily or weekly overtime, but not both.[32] Also, if the employee was paid premium pay for a Sunday or holiday, he could not receive overtime pay for that day.[33] The Swift-UPWA-CIO contract

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29 Swift and Co. Master Agreement with the UPWA-CIO, 1945, Paragraph 12, (c).

30 Swift and Co. Master Agreement with the UPWA-CIO, 1946, Paragraph 12, (c).

31 Ibid., Paragraph 13 (a) 1.

32 Swift and Co. Master Agreement with the PWOC-CIO, 1942, Paragraph 13.

33 Swift and Co. Master Agreement with the UPWA-CIO, 1946, Paragraph 13 (a), 5.

of 1942 provided for overtime pay only after forty-eight hours in the case of truck drivers, though each plant was to continue a more liberal plan, if it was already in practice. In the 1946 contract the truck drivers were given overtime pay for hours in excess of forty per week, but no provision was made for hours in excess of eight hours in one day.

In 1952, Saturday overtime was provided for in the Swift-UPWA-CIO master agreement. The Wage Chronology of the Bureau of Labor Statistics uses the phrase, "Time and one half paid for work on Saturday."[34] The significance of this phrase is illustrated by a study of the Saturday overtime clause of the 1952 contract. Exception for Saturday overtime was made, if the employee was absent or failed to work without permission during that week. Also, casual employees, new employees who have not worked a full week, and shift employees were not paid Saturday overtime. Shift employees, however, have another day designated in lieu of Saturday for overtime pay. Likewise, an employee, who has Saturday as a designated day of rest in lieu of Sunday, shall have another day designated in lieu of Saturday on which he will receive overtime pay.[35]

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34 Bureau of Labor Statistics, Wage Chronology Series, No. 7, 1953, p 3.

35 Swift and Co. Master Agreement with the UPWA-CIO, 1952 Paragraph 13, c, d and e.

The paragraph of the contract dealing with relief periods has kept itself absolutely intact since 1942. This relief period is the same as was in practice before 1942, though there has always been a provision for changing the relief period by collective bargaining.[36]

The next paragraph deals with meal periods. This paragraph allows one and one half times the regular rate of pay for all time in excess of five consecutive hours, until a meal period is granted. This clause does not apply in cases of mechanical breakdown or when five and one half hours will complete the days work. In 1945, the provision for meal periods was augmented by these words,

> Employes will be considered as being required to work unless other arrangements have been made with the department steward in the case of a group or with an individual in the case involving an individual. Employes required to work more than five (5) consecutive hours after the first meal period will be furnished a meal by the Company and be allowed time off with pay, not to exceed twenty (20) minutes for such meal period.[37]

In 1946, this paragraph also provided that any employee who works more than ten and one half hours in a day shall receive a meal from the company.[38] In 1952 the phrase, "in the case of a group

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36 Swift and Co. Master Agreement with the PWOC-CIO, 1942, Paragraph 14.

37 Swift and Co. Master Agreement with the UPWA-CIO, 1945, Paragraph 15.

38 Swift and Co. Master Agreement with the UPWA-CIO, 1946, Paragraph 15.

or with an individual in the case of involving an individual," was dropped from the master agreement. The importance which this phrase had to the context of the paragraph is difficult to estimate. It was definitely a matter of over defining the words of the contract and for this reason was removed.[39]

The next subject to be considered under hours of work is the equalization of hours. In the first contract, 1942, equal distribution of work hours available in each department was insured in so far as is practicable.[40] The meaning of this statement cannot be clearly defined, although some way of distributing the work was assured. In 1946, this paragraph was augmented to read, "This does not obligate the Company to give all employes the same number of hours of work per week, but the hours of work shall be equalized over a period of time to the extent practicable."[41] Finally in 1952 the union was given some power in determining the equalization of work hours:

> A steward of the gang, as so agreed upon, shall have the opportunity to review with the foremen the Company's record on equalization of hours at least every thirty (30) days. This

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39 Swift and Co. Master Agreement with the UPWA-CIO, 1952, Paragraph 15.

40 Swift and Co. Master Agreement with the PWOC-CIO, 1942, Paragraph 16.

41 Swift and Co. Master Agreement with the UPWA-CIO, 1946, Paragraph 16.

> does not obligate the Company to give all employes the same number of hours per week. For purposes of this Paragraph, a gang is defined to be any combination of employes agreed upon by the representatives of the Local Union and the Company. Agreements reached locally under this Paragraph 16 shall be reduced to writing and signed by the plant superintendent or his authorized representative and an authorized representative of the Local Union. Copies of each such agreement shall be filed with the International Office of the Union and with the General Superintendent's Office of the Company.[42]

Hence, the union steward was given the right to review the equalization of hours and local agreements were provided for much the same as in seniority provisions.

With regard the scheduling of work, the phrase, "a minimum of forty hours per week as is practicable," was added in 1946.[43] With this one exception, the company has been insured the right to schedule operations.

PAID HOLIDAYS

In 1946, pay for eight holidays was started at Swift and Co., The eight holidays were New Years Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Armistice Day, Thanksgiving Day and Christmas. Though an employee would ordinarily receive pay for a holiday, if he is ordered to work and refuses

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42 Swift and Co. Master Agreement with the UPWA-CIO, 1952, Paragraph 16.

43 Swift and Co. Master Agreement with the UPWA-CIO, 1946, Paragraph 17.

to do so, he shall forfeit his holiday pay, as well as the premium pay he would receive, if he had worked. The reader should note that the employee will not be called to a department other than his own, on a holiday, except in emergency.

After 1952, only four hours of holiday pay were counted towards the regular work week, whereas eight hours had been counted before.[44] Also, before 1948 an employee was allowed an extra day off with pay, if the holiday fell during his vacation. After 1948, though the pay for the holiday was continued, the extra day off was no longer granted in order to give the employee the opportunity to earn another days pay and to facilitate the scheduling of vacations.[45] Finally, it should be noted that an employee's day of rest in lieu of Sunday may be designated by the company, provided he is given a week's notice.

SUMMARY

Since 1942, the overall changes in the section dealing with Hours of Work and Paid Holidays will now be considered. The two parties determined the regular work week and regular Sunday work in 1945, having already come to an agreement on the basic work

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44 Swift and Co. Master Agreement with the UPWA-CIO, 1952, Paragraph 18, b, 2.

45 Swift and Co. Master Agreement with the UPWA-CIO, 1948, Paragraph 18, b, 4.

week in 1942.

The year 1946 is prominent because paid holidays began in this year at Swift & Co. Though there was no provision for Saturday overtime pay until 1952, the union had secured overtime pay for all hours in excess of eight in one day and forty in one week, ten years earlier. The provision for meal periods was started with the first contract, but strengthened to some degree for the workers in 1945 and again in 1946. Equalization of hours was also begun in the first contract, 1942, but the company's responsibility was lessened by the contract of 1946. In 1952, the union made a substantial gain when they were given the right to review the records for equalization of work hours.

With the provision for holiday pay in 1946 came the provision for double the rate of pay for work performed on holidays. Also, after 1948 employees were paid for holidays which occured during their vacation, but the practice of receiving an extra day off in addition to the vacation was eliminated. Finally, though most employees benefit from Sunday work, some employees are designated another day of rest in lieu of Sunday on which day they receive double the rate of pay, if required to work. The company has the right to designate this day of rest, provided the employee is given a notice of one week.

SENIORITY

Seniority is the next section to be treated in this chapter.

In 1942, seniority operated on a combination departmental and plant basis. Layoffs and reemployment were according to plant seniority; while promotions and demotions were according to departmental seniority. In 1945, this clause of the contract read the same with this addition that "when the department seniority list has been exhausted vacancies shall be filled from the waiting list of applicants from other departments according to their plant seniority."[46] In 1946, a provision was added to paragraph forty-five dealing with seniority stating that there will be separate seniority lists for men and women. Also, in 1946 the contract stated that departmental seniority lists should be placed in each department and plant seniority lists should be placed in three (3) places in the plant. Next, in 1946 it was stated that an employee shall have no plant seniority until he has acquired two years of service.[47] Finally, in 1946 the contract gave the employee who is laid off, the right to retain his plant and departmental seniority, unless he does not have forty days service or voluntary leaves, is discharged or is separated from the com-

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46 Swift and Co. Master Agreement with the UPWA-CIO, 1945, Paragraph 47.

47 Swift and Co. Master Agreement with the UPWA-CIO, 1946, Paragraph 45, b.

pany for twenty four months.[48]

From 1942 through 1945 an employee did not acquire departmental seniority rights until he had accumulated thirty days service. In 1946, this requirement was increased to forty days service.[49] In 1949, paragraph forty-six was augmented so that an employee who works in two or more seniority departments would have departmental seniority in only that department to which he is regularly assigned on the date that he completes his forty days of service.[50]

For the most part, the subject matter covered in paragraph forty-seven of the master agreement was initiated in 1946. In 1946, paragraph forty-seven (a) (47,a) dealing with layoffs read "employees having plant seniority will be laid off according to their plant seniority. Layoffs from a department occasioned by gang reductions will be made according to departmental seniority."[51] The reader will recall that the first part of this clause is the same as the 1942 contract, except that the latter half of the clause was not provided for in 1942. The clause as stated for 1946 remained intact until 1954.

The procedure for increasing departments, as outlined by the

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48 Ibid., Paragraph 46.

49 Ibid., Paragraph 46.

50 Swift and Co. Master Agreement with the UPWA-CIO, 1949, Paragraph 46.

51 Swift and Co. Master Agreement with the UPWA-CIO, 1946, Paragraph 47 (a).

1946 contract, are as follows. First, former employees of the department, now working in other departments, and those, who elected to go off the payroll, are called back to their original department. Next, employees in layoff status are called back according to their plant seniority, provided they can perform or learn the job. Again, employees on layoff with no plant seniority are called back to work according to their departmental seniority. Finally, employees are called back to work merely according to their accumulated plant service.[52] The reader will recall that plant seniority is acquired after two years of service and departmental seniority after forty days of service. These provisions for increasing seniority departments have remained in effect until the present time.

A detailed clause was started in 1946 dealing with promotions. Promotions were to be determined by departmental seniority and after the departmental list has been exhausted, promotions were determined by plant seniority, provided the employee can learn the job in a reasonable time. In 1949 the provision for using the plant seniority list, after the departmental seniority has been exhausted, was rearranged in the Swift-UPWA master agreement. Also, in 1949 a subparagraph was added to paragraph forty-seven

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52 Ibid., Paragraph 47 (a).

providing for the conditions under which a job shall deemed to be vacant for purposes of promotion. First, rearrangement in a gang due to gang reduction or gang increase. Second, permanent separation from the payroll on the part of the regular job holder. Third, temporary absence, more than seven consecutive calendar days, by the regular job holder. However, when the regular job holder returns in the third case after sickness, the substitute is returned to his old job. Under all other circumstances in filling a job, the company may disregard seniority.[53] Another subparagraph was added in 1950 which provided that if an employee replaces someone, who is permanently separated from the company, he becomes the regular job holder after twenty-eight consecutive days.[54] In 1952, this same subparagraph was again enlarged with the result that an employee, who is "assigned to replace more than one absent regular holder of a job and the duration of such assignment exceeds twenty eight days," shall hold the regular assignment thereafter.[55]

Demotions, the next subject to be considered in this section were provided for in the 1942 contract. Demotions, which resulted

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53 Swift and Co. Master Agreement with the UPWA-CIO, 1949, Paragraph 47, b, 2.

54 Swift and Co. Master Agreement with the UPWA-CIO, 1950, Paragraph 47, b, 2.

55 Swift and Co. Master Agreement with the UPWA-CIO, 1952, Paragraph 47, b, 3.

from gang reductions, followed the departmental seniority lists. This provision was found in paragraph forty-seven after 1946.[56]

In 1950, eliminated jobs were covered by the master agreement for the first time. If a job was eliminated from a particular department, demotions and promotions will be effected according to departmental seniority rules of the particular department.[57]

In 1952, employees were given the right to request jobs to which they were entitled according to their seniority. This clause included those jobs which had the same or a lower rate of pay as the employee was receiving at the time the request was made, provided he states his desire in writing to the company.[58]

In 1942, paragraph forty-seven provided that an employee may be transferred to a new department for a period not to exceed ninety days. If he elects to stay in the new department after ninety days, he will then have ninety days seniority in the new department, and forfeit his rights to seniority in his old department.[59] In 1945, employees were given the right either to replace junior

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56 Swift and Co. Master Agreement with the UPWA-CIO, 1946, Paragraph 47, (a).

57 Swift and Co. Master Agreement with the UPWA-CIO, 1950, Paragraph 47, (b) 4.

58 Swift and Co. Master Agreement with the UPWA-CIO, 1952, Paragraph 47, (b) 3.

59 Swift and Co. Master Agreement with the PWOC-CIO, 1942, Paragraph 47.

employees in the plant or to go off the payroll, if they were laid off.[60] In 1950, this clause was again augmented so that the employee, who is laid off, may replace the second junior employee, if he cannot for any reason replace the first junior employee.[61] In 1949, the contract provided for a record to be kept in the employment office of all employees who request transfers to other departments. If the promotion is not made from the department itself, the list shall be used to determine who shall receive the job, subject to 1) their plant seniority and 2) accumulated plant service, with the provision that the employee can perform or learn the job.[62]

After 1946, employees who left the bargaining unit to accept a non-bargaining unit position retained plant seniority for one year and departmental seniority for six months, provided they remained in their old department. If they left their department, they retained departmental seniority for only ninety days.[63] In 1952, this clause was augmented with the effect that any employee who left the bargaining unit more than once in twelve months, except for illness, an emergency or vacation, shall lose all sen-

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60 Swift and Co. Master Agreement with the UPWA-CIO, 1945, Paragraph 47, 2.

61 Swift and Co. Master Agreement with the UPWA-CIO, 1950, Paragraph 47, (c) 2, a.

62 Swift and Co. Master Agreement with the UPWA-CIO, 1949, Paragraph 47, (c), 1.

63 Swift and Co. Master Agreement with the UPWA-CIO, 1946, Paragraph 47, (d).

iority rights. However, if agreed to by the local union and local superintendent, this rule may be waived.[64]

In 1949, another subparagraph was added giving the company the right to lay off an employee who cannot perform a job which he has been assigned to in a department other than his own. Speaking of the recall of employees laid off, the 1949 contract states that if an employee is sick, he shall not have to report as directed by the company within five days, provided that he furnish medical evidence that he is unable to work.[65]

In 1948, paragraph fifty, dealing with unjust layoff or discharge, was augmented so that an adjustment of unjust suspension was also provided for in the language of the contract, if a complaint is made within one week of the unjust action.

In 1946, the provision which had stated that an employee, who is laid off for twelve months due to a voluntary leave, a discharge for proper cause or a layoff, would forfeit all his seniority rights, was increased to twenty-four months.[66]

In 1942, paragraph fifty-three stated that the changes in the

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64 Swift and Co. Master Agreement with the UPWA-CIO, 1952, Paragraph 47, (d).

65 Swift and Co. Master Agreement with the UPWA-CIO, 1949, Paragraph 49.

66 Swift and Co. Master Agreement with the UPWA-CIO, 1946, Paragraph 51.

master agreement with regard to seniority were not retroactive. This same paragraph was dropped in 1945 and reinstated in 1946. However, once again in 1948 this paragraph was dropped. Then in 1949, this paragraph merely stated that the provisions of the contract with regard to seniority would take effect one week after the contract was signed. Once again,in 1950 this paragraph was removed from the contract. Finally, in 1952 paragraph fifty-three explained the rules for work performed in the bargaining unit. The rules are as follows: Employees not in the bargaining unit may perform work usually reserved for those in the bargaining unit, first, when breaking in new operators, second, when temporarily replacing an absent employee and third, when the gang is so small that it would and did not usually deserve a full time use of a supervisor. The company agreed not to use such employees more than had been the practice before. Moreover, the company promised to study and reduce the work performed by non-bargaining-unit employees in the future. Finally, the company agreed to do away with the third exception mentioned above in future agreements.[67] The significance of this last sentence is definitely to force the company to discontinue the practice of supervisory help perform-

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67 Swift and Co. Master Agreement with the UPWA-CIO, 1952, Paragraph 53.

ing work usually done by the employees of the bargaining unit.

SUMMARY

The following is a discussion of the overall changes which were accomplished since 1942 in the seniority provisions. Since 1942, seniority has operated on a departmental and plant basis with layoffs and recalls subject to plant seniority, while demotions and promotions were subject to departmental seniority. An employee who was laid off retained his plant and departmental seniority for two years, unless he did not have forty days of service. However, no employee acquired any plant seniority until he had two years service. After 1946, layoffs due to a gang reduction were made according to departmental seniority. A provision for increasing seniority departments was provided for in great detail after 1946. Until 1949, plant and departmental seniority were used in promotions. After 1949, only departmental seniority was used and also the contract provided for the specific conditions under which a job would be deemed vacant for the purposes of promotion.

A new provision was inserted into the 1950 contract providing that in the case of eliminated jobs, an employee will be moved according to the rules in his particular department and in 1952 a promotion to an equal or lesser paying job was provided under seniority rights in the master agreement. Since 1942, little change has been made with regard the interpretation or application of the provision for transfers. Employees who left the bargaining

unit retained their plant seniority for one year and their departmental seniority for six months. After 1952, an employee could not leave the bargaining unit more than once in twelve months. Until 1946 twelve months for a leave of absence was provided. In 1946, this provision was increased to twenty-four months. In 1952, the conditions under which an employee outside the bargaining unit was permitted to do work regularly performed by those in the bargaining unit were specifically defined.

DEVELOPMENT OF WAGES

The final section to be covered in this chapter is the development of wage. The author suggests that reference be made to Table I on page 56 of this thesis for purposes of clarifying the wage increases to be discussed in the following paragraphs.

The beginning of negotiations on wage issues between Swift & Co. and the United Packinghouse Workers of America was under the direction of the National War Labor Board. In 1942, the wage rates in effect at each plant were continued for the period of the agreement. However, the company and the union agreed to eliminate inequalities with reference to job classifications, wage rates for individuals and wage rates for plants in different localties. Any inequalities which the two parties did not settle were to be referred to a permanent arbitrator and subject to the review of the National War Labor Board. These provisions were in accordance

with the Board's directives.[68] In 1945, wage adjustments averaging two cents per hour for plant inequalities were agreed upon by the union and company in accordance with the directives of the National War Labor Board.[69]

In 1946, the National War Labor Board no longer directed collective bargaining between this company and union. Immediately, the UPWA, together with the Amalgamated, won a ten day strike and received the sixteen cent hourly increase recommended by the federal government's fact-finding board on January 26, 1946. When the 1946 contract was negotiated later that same year, both unions gained another seven and one-half cent increase. However, if a particular employee was receiving more than two and one-half cents in excess of his established job rate, his increase was limited to five rather than seven and one half cents.[70]

On June 16, 1947, the UPWA received a six cent per hour increase as a result of wage negotiations between Swift & Co. and the unions. In January, 1948, the UPWA struck for more than the company's offer of nine cents, yet after a ten week strike, the

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68 Swift and Co. Master Agreement with the PWOC-CIO, 1942, Paragraph 23.

69 U.S. Dept. of Labor, Wage Chronology Series, p 1.

70 Ibid., p 2.

union was forced to accept the original offer. However, the company granted an additional four cent hourly increase in October of the same year.[71] In September of 1949, the spread between job rates was increased from two and one-half to three cents an hour. The result was an increase of one-half cent an hour for the lowest job rate and fifteen cents an hour for the highest job.[72]

In August 1950 an eleven cent increase was the result of collective bargaining negotiations. Again, in February, 1951 the union gained a nine cent increase and the wage spread between jobs was increased again by one-half cent from three to three and one half cents.[73] In December, 1951, a six cents an hour increase was established and an average of two cents an hour was granted for wage inequalities among plants. Inequalities were also reduced by the 1951 supplemental agreement based on sex. In October 1952, an increase of four cents per hour was granted to the UPWA and again, differentials based on sex were reduced to a uniform five cents per hour. Also, job rate inequities and plant rate inequities were then adjusted.[74] The C.I.O. and A.F. of L. had

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71 Ibid., p 2.

72 Ibid., Supplement No. I, p 3.

73 Ibid., Supplement No. II, p 2.

74 Ibid., Supplement No. III, p 1.

TABLE I

MALE UNSKILLED METROPOLITAN RATE[a]
FOR SWIFT-U.P.W.A.WORKERS

Date	Rate
August 20, 1942	$ 0.725
September 15, 1944	0.725
June 1, 1945	0.725
January 26, 1946	0.885
November 1, 1946	0.960
June 16, 1947	1.020
January 12, 1948	1.020
May 3, 1948	1.110
October 18, 1948	1.150
September 12, 1949	1.150
August 11, 1950	1.260
February 9, 1951	1.350
December 17, 1951	1.410
October 27, 1952	1.450
September, 1953	1.500
September, 1954	1.550

a U.S. Dept. of Labor, Wage Chronology Series: No. 7 and Supplement No. 1, 2 and 3.

attempted to bargain jointly with the Big Four, but the latter refused.

Finally, in October of 1954 Swift & Co. settled with the UPWA for another five cents hourly wage increase. In addition Swift & Co. granted a one and one half cents hourly wage increase for women and two and one half cents per hour for the adjustment of geographical differentials.[75]

The next paragraph under the development of wages deals with multiple rates and combination jobs. The 1946 contract provided for multiple rates, if an employee was doing work under two or more job classifications. The employee who worked under multiple rates received the weighted average of not more than two rates. However, an employee who worked on a combination job, a job with two or more job classifications which is completed in one work cycle, was paid the highest rated job, if he spent more than ten per cent of his time on the highest rated job.[76] Both multiple rates and combination jobs were deleted from the 1949 contract and thereafter an employee received the highest rate if he worked on a job with several classifications.

New employees have received the regular rate of pay for a job,

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75 Bureau of National Affairs, "Bargaining Techniques and Trends, Wage Adjustments," Collective Bargaining Negotiations and Contracts, Washington, D.C., 1954, p 376.

76 Swift and Co. Master Agreement with the UPWA-CIO, 1946, Paragraph 23, f,g,.

when they qualify as normal operators. An employee who performed another job received either his regular rate of pay or that of the temporary job, whichever is the higher.[77]

The paragraphs of the contract dealing with guaranteed pay were under the heading of guaranteed time before 1946. Since the company guaranteed pay rather than time, the present term seems to be more accurate. In 1945, the company guarantee of thirty-two hours pay per week to each employee was increased to thirty-six hours. In 1946, the company's liability under the provisions of guaranteed pay was reduced by all hours worked on Sundays and holidays or days in lieu of Sunday, by all call out or recall time, by pay for holidays not worked and by clothes change time allowance. In 1952, when Saturday overtime pay was initiated, the company's liability was also reduced by penalty pay for Saturday. In addition, only four hours of pay for holidays not worked were deducted from the company's thirty-six hour guarantee after 1952.[78]

An employee who was recalled to work "on the same day" after once going home was paid time and one half and guaranteed at

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77 Swift and Co. Master Agreement with the PWOC-CIO, 1942, Paragraph 27.

78 Swift and Co. Master Agreement with the UPWA-CIO, 1952, Paragraph 28, 1,3.

least four hours of work. In 1946, this provision was clarified so that only that time "within twenty four hours of the time he started to work" was counted as recall time and paid overtime pay. Also the phrase"on the same day" was dropped from this clause.[79] Hence, the company was now forced to pay for recall after midnight in the case of employees working during the day. After 1948, the contract stated that recall pay would not apply when the starting time of a gang or an employee was being changed or to work performed by an employee after he has started a new days work.[80]

SUMMARY

The overall changes in the section dealing with the development of wages are as follows. First, the male unskilled hourly rate rose in the metropolitan area from seventy-two and one half cents in 1942 to one dollar and fifty cents in 1954. Surely wages have risen in all industries whether unionized or not, but the ever remaining fact is that the UPWA was the organization which wrought these changes for the employees of Swift and Co.

Secondly, multiple rates and combination jobs were covered by the 1946 agreement and eliminated, because of union pressure,

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79 Swift and Co. Master Agreement with the UPWA-CIO, 1946, Paragraph 30.

80 Swift and Co. Master Agreement with the UPWA-CIO, 1948, Paragraph 30.

in the 1949 agreement. Also, guarantee pay was increased from thirty-two to thirty-six hoursin 1945. Again, when premium pay for holidays and Saturdays was begun, the company's liability for guarantee pay was reduced by this premium pay. In 1946, the master agreement specifically reduced the guarantee time by recall pay, clothes changing time, and Sunday premium pay. Likewise after 1952 the usual eight hours of non work holiday pay counted towards guarantee pay was reduced to four hours. Next, recall was defined as any call out within the twenty four hour period following an employes starting time. Finally the 1948 agreement eliminated the possibility of overtime pay when the starting time is being changed or when an employee has already started a new days work.

CHAPTER V

THE CAUSES AND EFFECTS OF THE MAJOR CHANGES IN THE COLLECTIVE BARGAINING AGREEMENTS FROM 1942 THROUGH 1954

This chapter of the thesis will be a parallel to the preceeding chapter. Whereas, the previous chapter was an attempt to give an analysis of changes which have occurred and the significance of these changes in the master agreements of Swift & Co. and the UPWA-CIO, this chapter will consist in an analysis of the causes and effects of the changes. Hence the answers to the questions why and by whom the changes were initiated and what effects the changes have had upon the company and the union, as well as the workers will form the basis of this chapter. The author has sought the aid of officials from the General Superintendent's office of Swift & Co. and the International Office of the UPWA-CIO in order to answer these questions. In presenting the material of this chapter the author will give the views of both the union and company officials, trying to point out where

they agree and disagree as to the causes and effects of the changes in the master agreements. The sections to be covered in this chapter are the same as those of Chapter Four, the beginning of each section being announced in the first sentences as was done in the previous chapter.

GRIEVANCE MACHINERY

The first section of this chapter is the causes and effects of changes in the grievance machinery. After 1945, the contract stated that employees should be paid for time spent on grievances, if it occurred during their normal work day. Both the union and company officials said that the policy was not new, having been in practice during the days of the Employee's Representation Plan; but the provision was not stated in the contract of 1942. However the two parties disagreed as to the reason for such payment. The union felt that grievances are due chiefly to the company's action and hence, the company should pay for time spent processing them. The company officials questioned the legality of paying for grievance time during the early contract, but also stated that Swift & Co. was more than willing to pay the grievance committee, since the grievance session would operate more smothly.[1]

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1 Interview with Mr. Leroy Johnson, Director of Grievances, International Office of the UPWA-CIO on April 5, 1955.--Interview with Mr. William Fike, Assistant General Superintendent, and Mr. Richard Tag, Member of Labor Relations Staff, Swift and Company, on April 8, 1955.

Next, after 1946 an employee was obliged to seek the permission of his immediate supervisor before he left his job to handle a grievance, this permission being granted if production was not hindered. Both union and company officials agreed that this clause was necessary because of peculiarities in the meat packing industry. The regular use of gangs and the chain or line operations of the industry necessitated such a clause. The union official also pointed out that a supervisor has a right to know where an employee is while working. Moreover, both parties agreed that if relations are amiable, little trouble will be caused by this provision.[2]

Again, in 1945 the contract stated that it was the declared policy of the parties to settle all grievances as quickly as possible. Both union and company officials agreed that this was a sound policy and once again stated that if relations are amiable between the two parties little difficulty will follow.[3]

Next, the 1946 contract provided that grievances concerning the union itself or a particular employee who refused to file his grievance were subject matter for the grievance procedure. Both the union and the company agreed to the cause for this change. The union wnated the right to speak for itself and its members.

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2 Ibid.,

3 Ibid.

However, it should be noted that the union official said there was a definite need for this clause in circumstances where there is a clear violation of the contract and the employee fails to bring forth the grievance or when union itself is the party violated. The company officials felt that the union wanted to speak and would speak, and therefore they faced the matter realistically by giving the union the right to speak. This clause has insured the union the right to bring all contract violations to the grievance machinery.[4]

Also, in 1946 the contract gave the union the right to designate an alternate in cases where the employee's steward is absent for the purpose of filing a grievance in the first step. Both parties agreed that this clause was beneficial for the ultimate settlement of grievances. However, the union official appreciated the need for this clause as a matter of improving the contract to a greater degree than the company officials did. Thereafter, an employee had the chance to turn to the union at all times in filing a grievance.[5]

Again, in 1946 the seven steps of the grievance procedures were reduced to five. The two parties agreed that the reason for

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4 Ibid.

5 Ibid.

this step was simplification. However, the union official pointed out that Swift & Co. had always had a lengthy and cumbersome grievance procedure in which the same people were meeting in two separate steps to settle a grievance. This change appears to have been initiated almost exclusively by the union, since Swift still has one more step in its grievance procedure than do the other meat packing plants. No doubt Swift & Co., as indicated by its officials, does appreciate the effect which this change has had in the form of quicker settlement of grievances.[6]

From 1946 to 1950 the contract neglected to name a specific arbitrator and in 1946 the arbitrator was limited to an interpretation of the language of the contract in his decisions. Both parties said that an arbitrator was not named because none could be agreed upon. The latter part of the 1946 change mentioned above did not afford itself to agreement by the two parties as to its reason, nor for that matter, its effect. The company officials said that, as a matter of principle, Swift & Co. does not believe in third party intervention. Moreover, if there is a third party, Swift & Co. believes he should follow the contract in arbitration of grievances. The union official said that this clause was initiated because Mr. Gregory, the arbitrator at this

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6 Ibid.

time, had ruled in favor of the union that any grievance is subject matter of arbitration. Hence, the company demanded this provision in the 1946 contract. Moreover, the union official stated that Swift & Co. took a legalistic approach to grievances from that time until just a few years ago. Figures from the company officials for the years 1950 through 1952 indicates that an average of nearly ten cases were taken to arbitration each year, whereas not one case was brought to arbitration in 1953. Whether this reduction in the past few year's is due to a break from the legalistic approach to grievances by Swift & Co. or an awareness that Swift & Co. means business on the part of the militant UPWA remains doubtful.[7]

Finally, in 1946 the contract stated that the union or the employee must file a grievance in the first step within one month after acquiring knowledge of same. This clause was initiated by the company as a result of a particular arbitration case. Because of a seniority violation a certain employee was entitled to two years back pay. The arbitrator pointed out that the company had the obligation to pay the sum, but the union and the individual also have an obligation to correct a contract violation as soon as possible. The company official said that Swift & Co. would not

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7 Ibid.

hide behind the thirty day refuge, if an injustice did arise. Both parties agreed that little difficulty would arise because of this clause, but the union official indicated that sometimes it is difficult to ascertain when an individual acquired knowledge of the grievance.[8]

HOURS OF WORK

The second section of this chapter is the causes and effects of the major changes in hoursof work, including paid holidays. First, the 1945 contract defined the regular work week as starting on Monday and ending on Sunday. Both the union and company officials agreed that this change was initiated in order to have a uniform work week throughout the company for payroll purposes. The change occurred as a result of a directive by the National War Labor Board. The union favored this change because employees would then receive double time for Sunday, if Sunday was their regular day of rest.[9]

Also after 1945, Sunday work was not counted towards the regular work week if an employee was not regularly assigned to work regularly performed on Sunday. Both parties agreed that this change would insure such employes double time pay for Sunday. However, the union official also pointed out that before this change, Sunday work had been included in the guarantee pay of the follow-

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8 Ibid.

9 Ibid.

ing week and the innovation did away with this practice. Hence, the union again believed there was need for this change.[10]

The next change of the 1945 contract said that the company was not limited to working the employees eight hours in a day or forty hours in a week, provided there are no unreasonable hours. The company said that the UPWA insisted that employees must not be forced to work overtime and the company insisted that it has the right to require an employee to work overtime if this work was necessary. The union official on the other hand said that the union has been striving for a forty hour week and at the same time for an eight hour day. The former objective has not been difficult to achieve, but the latter, which the employees were insisting upon at this time, was more difficult to achieve. The union official also indicated that the provision for no unreasonable hours was due to the union's efforts. The net result was an agreement by which the company's position was strengthened to the point of working the employees overtime if necessary. If the relations are good at the particular plant, both parties felt that the change caused little trouble. Another change occured in this clause during 1946. The company agreed to aim for forty hours or more per week if it is economical. This clause appears to be in

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10 Ibid.

contradiction to the clause mentioned above; but according to the union it was an effort to bring the hours of work as close to forty hours per week, the figure which the union had hoped for as a guarantee. The company official said that both the company and union did not wish to subordinate the economy of the company, entirely to hoursof work, and the company endeavored to surpass the minimum guarantee of forty hours in a week if this action was practicable.[11]

In the 1946 contract pay for holidays not worked was initiated. Both parties agreed that this change was due both to the end of the National War Labor Board and union pressure. Moreover, it is generally agreed that the union was in a better bargaining position in 1946 than was the company. The UPWA had preceeded other manufacturing industries in the number of paid holidays which it received, and it still surpasses that gained by many other unions. A victory such as this did hardly detract from the position of the union as a social organization.[12]

Again, in 1952 overtime pay for Saturdays was initiated. The reasons proposed for this change by the two parties are far from parallel. The union official claimed that employees of a gang were required to work on Saturday and given a day off during the

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11 Ibid.

12 Ibid.

week by the use of staggered gangs, something similar to staggered shifts. Hence, because of feasability of working weekdays the union demanded this clause. The company official also said that this change was due to union pressure, but believed that few people were working on Saturdays at this time. Hence, because of the trend towards Saturday overtime and the lack of work to perform on this day, the company finally agreed to the change. Whether a significant number of employees were required to work on Saturday before this change occured is not as important as the effect which this clause had since 1952. Today, few people in the meat packing industry are required to work on Saturday.[13]

In 1945, Swift & Co. agreed to give employees a free meal if they are required to work more than five consecutive hours after their first meal period. Both parties said that the company should pay for an employee's meal if it requires him to work beyond the basic work day. Moreover, the union official indicated that an employee's second meal at work is usually a hot meal and hence is costly. The union official also said that the demand for the change was brought forth because employees had been required to work eleven or twelve hours with only one meal period. Better cooperation has been received from the employees because of

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13 Ibid.

this basic change. In 1946, the contract stated that an employee will receive a meal, if required to work more than ten and one-half hours a day. This clause covers special cases and was put forth for the same reasons as the 1945 change and brought about the same effects.[14]

In 1946, the master agreement stated that the company is not required to give all employees the same number of hours in one week, provided the hours are equalized to the extent practicable. Both parties felt that generally, hours will be equalized. The company officials indicated that complete equalization of work hours is impossible, while the union pointed to the fact of favoritism by foremen with regard to additional hours. Hence, the clause agreed upon satisfied to some extent both the company and the union.[15]

In 1952, the local union was given the opportunity to review the equalization of hours of work with the foreman of the department every thirty days. The opinion of the union was that this change was based on an outgrowth of disputes. The hours of work had become greatly unequal at this time and the union members demanded that the union be given a voice in this matter. Hence, the union felt there wasa definite need for a change. The company

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14 Ibid.

15 Ibid.

officials said that Swift & Co. did not condone any injustice in distributing work hours and hence, while not giving the union the right to distribute hours, the right to review this matter had ultimately reduced grievances.[16]

The 1949 contract defined the start and end of a holiday for shift operators and regular employees. Both parties agreed that they favored this change since all possibilities were covered by it. The company mentioned that this change reduced grievances and the union indicated that each man was now credited with a full twenty-four hour holiday.[17]

In 1952, the contract counted only four hours of holiday pay towards the thirty-six hour guaranteed pay per week, whereas before the full eight hours of a holiday were credited to the guaranteed pay. The change was initiated by the union because Swift & Co. had been giving only twenty-eight hours of work to some employees during a holiday week. The union felt that the company can afford at least thirty-two hours of work during a holiday week and they demanded this change. The company pointed out that an employee was now benefiting from this change by an extra four hours pay during a holiday week and attributed the change to the union pressure. As was pointed out before, the union has been in quest of a forty hour guarantee. This is the

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16 Ibid.

17 Ibid.

first step in this direction. Also, in 1952 employees off sick were paid full time for holidays minus their sickness benefits. Before, these employees received only their sickness benefits. Again union pressure brought about this change, because the members felt that they should not be penalized if they are sick. The company officials agreed that this change was beneficial to the sick employee, but no doubt were aware of the cost to the company. Since employees earn holiday pay over a period of a year, one can easily understand the union's agreement.[18]

In 1948, a holiday falling during an employee's vacation was paid for by the company, though the practice of an extra day off without pay was discontinued. Both parties agreed that this change resulted in a smoother vacation list and for this reason the clause was initiated. The company officials also said that an employee now had the chance to earn another days pay. The union official said that now the vacations of gangs were more easily administered and the members of the gang had more equal hours.[19]

In 1949, the company was given the right to designate an employes day of rest if notice is given within one week. Both the company and the union said that an employee would thereby have a

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18 Ibid.

19 Ibid.

greater knowledge of his free time. The company also indicated that the designation of an employee's day of rest, much the same as a schedules of operations, was a right which management should exercise. Hence, the company retained the right of designating an employee's day of rest and the employee was notified of the change within one week.[20]

SENIORITY

The next section to be covered in this chapter is seniority. Seniority is for the most part a local matter between Swift & Co. and the UPWA. However, certain rules are set down in the master agreement and they are the subject of this section. In 1946, the words of paragraph forty-five were changed to a great degree. The union claimed that this change was due to the experience which it had derived and from demands by the members. The company however, said that, though the union claims the provisions of seniority are their interest, Swift & Co. is interested in molding a workable seniority agreement which does justice to all concerned.[21]

Also, after 1946 no employee obtained any plant seniority until he had acquired two years plant service. The company wanted this provision in order to ease the administration of seniority lists. The union official said that they favored this provision,

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20 Ibid.

21 Ibid.

In 1949, the contract stated that an employee will have that department in which he completes his fortieth day of service as his permanent department. Simplification was the reason put forth by both parties for this change. Also, in 1945 the contract gave four steps by which departments were to be increased. With the change in the plant seniority requirement to two years, the union claimed that it was necessary to have a definite procedure for increasing departments. The company officials agreed that some method had to be devised for an easy administration of this clause.[25]

In 1949, the contract said that a job shall be vacant if there is a gang reduction, if the regular job holder is permanently separated from the company or if the regular job holder is absent for seven consecutive days. However, in the third case, the job is no longer vacant when the regular employee returns to work. The union felt that this procedure was unjust. As a result the 1950 contract said that an employee who replaces another employee for twenty-eight consecutive days will be the regular holder of the job. Finally, the 1952 contract stated that even if a tem-

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25 Ibid.

porary assignment is to several jobs, the temporary employee shall become the regular holder of the job after twenty eight days. The union had thus over a period of five years made temporary assignments hold true to their name. The company also felt that these changes had defined a temporary position to a greater degree. However, the union official indicated that this change was the result of the company's practice to continually use employees on temporary assignments.[26]

In 1952, the master agreement assured every employee the right to take any job which his seniority entitled him to, even if the job had the same or lower rate as his present job. The union obtained this provision because the employees felt they had a right according to seniority to take an easier or lower paying job. The company acquiesced to this demand, but, as its representatives indicated, it did not consider such a move to be a promotion, since it was a horizontal move.[27]

In 1950, the contract stated that an employee, whose job is eliminated, will be assigned to another job according to the local departmental seniority rules. The company officials said that this clause had been in practice before and was merely spelled out in this case.[28]

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26 Ibid.

27 Ibid.

28 Ibid.

In 1949, the contract clarified seniority lists by requiring a record to be kept in the employment office of employees desiring transfers to other departments and the use of these lists in filling positions. The union said that this clause was begun in order to facilitate administration, eliminate disputes and prevent favoritism on the part of the foreman. The company indicated that this change had been contained to a lesser degree in the previous contracts, but was clarified for purposes of administration. Neither party seemed to oppose this provision very much. The effect of this change was a workable agreement by the two parties in filling vacant jobs.[29]

In 1946, provision was made for a senior employee to replace a junior employee, if he can perform or learn the job. The condition, learn or perform the job, was added at this time. The union official said that it was impossible for an unskilled senior employee to replace a skilled junior employee and thus the change was proposed. The union said that this provision gave an employee laid off the chance to replace a junior employee while keeping a sensible attitude with regard to skilled and unskilled jobs.[30]

The 1950 contract stated that if there is a second reduction of forces in an employee's original department, he must choose at

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29 Ibid.

30 Ibid.

this time whether to return to his old department, with the chance of being laid off, or begin his departmental seniority in his new department. This provision eliminated favoritism which the union claimed foremen were showing towards certain employees. The union demanded this change because foremen were hiding favorites in another department when they saw a gang reduction in the immediate future. The company does not favor such action and hence, it agreed to the change. Whether the company would have proposed this change is another question.[31]

In 1946, the contract said that an employee who leaves the bargaining unit more than once in a twelve-month period will lose all seniority rights, unless the local plant and union agree to waive this rule. The union official indicated that if the company takes a man from the bargaining unit, they should keep him, whereas in a particular arbitration case an employee, who was removed from the bargaining unit for twenty years, had been reinstated with full seniority rights. The company officials could see the union's point of view, but once again whether they accepted this particular change willingly is not too probable.[32]

After 1949, an employee who is recalled to work was given five days to report for work, unless he is sick in which case he will

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31 Ibid.

32 Ibid.

receive additional time. The union official said that this change gives an employee time to return to work and also gives consideration to sick employees in layoff status. Thus the union felt that this change was necessary for the fulfillment of justice in recalling employees who are laid off. The company agreed saying that an employee, who has another job while in layoff status, and more so a sick employee, cannot return to work immediately.[33]

In 1948, a provision was made for unjust suspension to be corrected with back pay, if complaint is made within one week of the unjust action. The union official said that suspension is actually a form of discharge and any unjust action should be rectified. For this reason the union demanded this change. Both parties said that this practice had been in effect before, but was finally spelled out in the contract. Moreover, the union official indicated that suspension was a very common form of discipline used by the company. The company did not oppose this change very strenuously, since its ultimate goal was justice.[34]

In 1946, seniority rights were forfeited by an employee who is separated from the company for twenty-four months. This provision had been set at twelve months before. The union official indicated that this change was demanded because many layoffs were

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33 Ibid.

34 Ibid.

taking place at this time and the union wanted to protect their member's seniority rights for a longer period. The company official pointed to the change in the requirement for acquiring plant seniority to two years of service in this same year as the reason for the change in this paragraph. No doubt both the union's and company's explanations for the change were responsible for its initiation. In any event, the employees were given better protection by this change.[35]

Paragraph fifty-three of the contract dealt with the retroactivity of seniority provisions from 1942 to 1950, but at times was not used if there were no changes or if both parties decided that the change should not be retroactive. In 1952, this paragraph dealt with work performed by employees who are not members of the bargaining unit, when this work is usually performed by the members of the bargaining unit. The union demanded that only in cases where a supervisory employee is teaching a new employee, is temporarily replacing an operator, who is temporarily absent from the job, or in certain cases where the gang requires the use of a supervisory employee for part time work will such work be permitted. The union also added that the third case will be eliminated if possible, in future agreements. The union official

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35 Ibid.

indicated that supervisory employees were used in this manner to increase production and for this reason the change was initiated. The company officials attributed the change to union pressure for spelling out the circumstances under which such work may be performed.[36]

DEVELOPMENT OF WAGES

The last section of this chapter deals with the causes and effects of the development of wages between Swift & Co. and the UPWA-CIO. The first change to be considered was the gradual increase of the metropolitan company labor rate from seventy-two and one-half cents to one hundred and fifty-five cents from August 1942 through September 1954. The company's reason for this change was merely union pressure and the rise in the cost of living. The union official also saw the reasons for the change to be union pressure, but in addition mentioned the government's part in this change. Moreover, the union pointed to the reduction of geographical and sex differentials as an example of wage increases. Hence, the overall wage increase has been larger than Table I on page forty-nine would indicate.[37]

In 1942, the premium rate for night work was five cents per hour. This rate was increased to seven cents in 1946 and to nine in 1952. Both parties attested to the presence of union pressure

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36 Ibid.

37 Ibid.

for this change, although the company used the term, "scientific collective bargaining." Both parties also indicated that fewer workers have been working nights over the years, but that this group of workers has also demanded results from the union. This provision has also covered an employee's hours after six p.m., if he starts late in the afternoon. One result of this change has been the reduction of night work or if one considers another viewpoint the rate for night work has increased because of the reduction of night work.[38]

In 1950, the use of multiple rates and combination jobs was eliminated from the contract. The union demanded this change because it always gave the employee the highest job rate, if he was required to work several job rates. The employees wanted one rate, not an average of two or three.[39]

In 1949, the provisions for guarantee time was limited to "regular full time hourly paid employees." Both parties agreed that this change was initiated for purposes of clarification, since a part-time employee was not entitled to the provisions of this paragraph.[40]

In 1945, the guarantee time was increased from thirty-two to

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38 Ibid.

39 Ibid.

40 Ibid.

thirty-six hours. Both parties attributed this change to union pressure and the directives of the National War Labor Board, The union said that its aim was forty hours.[41]

After 1946, all time pay for Sundays worked, holidays worked, recall and clothes changing time was counted towards the thirty-six hour guarantee. In 1952, Saturday overtime pay was added to this list. The company officials said the reason was simply that Swift & Co. guarantees pay not time to its employees. Whether this pay be in the form of regular or penalty pay, the company does not distinguish. The union recognized this opinion of Swift & Co., since the contract guarantees thirty-six hours of pay, not thirty-six hours of work.[42]

After 1948, the provision for overtime pay for recall eliminated those hours which are a result of a change in the employees starting time. After the strike of 1946, the company insisted on this change and the union acquiesced. In a certain case before this change, the arbitrator had ruled against the company since the terms of the previous contract, which the arbitrator was obliged to follow in his dicision did not state that a change in starting time could not be interpreted as a recall. The change is actually a better interpretation of the purpose of paragraph

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41 Ibid.

42 Ibid.

thirty (30) dealing with recall.[43]

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43 Ibid.

CHAPTER VI

GENERAL SUMMARY AND CONCLUSIONS

The author will now review the general changes and the causes and effects of these changes in the four sections of the master agreement, which are the subject of this thesis.

The section dealing with the adjustment of grievances contains three important changes in the twelve year history of the agreements. First, the steps of the grievance machinery were reduced from seven before 1946 to the present number of five by the union. Both parties, and more especially the union, appreciate the effect which this change has had upon the handling of grievances. Second, from 1946 until just a few years ago Swift & Co. had taken quite a legalistic approach to the adjustment of grievances. An important indication of this is the clause initiated in 1946 limiting the arbitrator to the words of the contract in rendering his decisions. The trend away from this approach appears to be a sound move if the company is able to deal with the militant UPWA in a peaceful manner. Evidently, Swift & Co. believes this is possible. The final change was the time limit of one month after

the employee or union acquires knowledge of a grievance for bringing a grievance to the first step. This change initiated by the company has resulted in quicker knowledge and settlement of all grievances and thus better relations between the two groups.

The section of the contract dealing with hours of work (including paid holidays) contains four important changes. First, the regular work week or payroll work week and the basic work day and week have been defined. These definitions have resulted in a basis on which to determine not only which hours worked are part of the basic work week, but also what work is specifically considered other than the basic or payroll week. Realizing the inadequacies of the early contracts the two parties have more definitely defined them. Second, premium pay for work performed on holidays and Saturdays was initiated to go along with premium pay for Sunday and overtime work. The pressure of the union was directly responsible for these changes which have become common to industry as a whole. Third, the practice of giving employees working overtime a free meal became part of the contract. Though an employee had been paid overtime for these hours, both parties agreed that the company should also pay for the meal. Again a fairly common practice today, this clause results in higher efficiency and morale on the part of the employee. Finally, in 1946 the practice of paying for holidays not worked was initiated and after 1952 four, instead of eight hours pay for a holiday,

were counted towards the guarantee. The change was due to union pressure and the trands of collective bargaining agreements. As most changes in the contract, this change is a victory of the UPWA and a concession of Swift & Co.

The section of the contract dealing with seniority contains five major changes since 1942. The use of departmental and plant seniority was in practice at Swift & Co. since 1942. However, the use of departmental seniority for layoffs due to gang reductions and the requirement of two years service before acquiring any plant seniority were started later. Both changes were due to the union and have resulted in a more just, as well as a better administered provision for seniority. Second, the rules for increasing seniority departments were begun in 1946. Initiated by the union, this clause also insured a just, as well as an easily administered, provision. Third, the contract provided for employees whose jobs are eliminated or who wish to take a similar or lower rated job. Initiated by the union, this clause also strengthened the employee's seniority rights. The company, though it granted the latter clause, still views promotion as an increase in pay. Fourth, provision was made for employees leaving the bargaining unit. This provision, protected the seniority rights of those members who were not given the right to become supervisory employees. Though initiated by the union, this provision can be understood by the company. Fifth, the contract gave the provision

for supervisory help doing work usually performed by those in the bargaining unit. This provision also is within the understanding of management since it is an effort to strengthen the seniority and job security of the union members. Moreover, the union has not gone to extremes in the interpretation of this clause.

The section dealing with the development of wages contains three major changes worthy of mention in their chapter. First, there has been a gradual increase in the metropolitan common labor rate of Swift & Co. plants. Both parties attest that union pressure has been the main cause for these changes which have resulted in a wage rate somewhat in line with the increasing cost of living. Second, the union has changed the contract in that an employee will have a regular rate of pay, the highest rate of the several jobs which he may perform. By this change the employee is assured of one rate of pay, not an average of two or three. Finally, the guarantee pay has been increased through union pressure and the National Labor Board from thirty-two to thirty-six hours. That this change has cost the company a great deal of money is hard to imagine, but the company does not wish to increase this guarantee to forty hours because of the possible expense which may result. However, with thirty six hours of pay guaranteed each week, the employee is assured of more security than he possessed before.

In considering the conclusions of this thesis, one may safe-

ly say that the collective bargaining agreements of Swift & Co, and the UPWA-CIO have resulted in better wages, hours and working conditions for Swift employees. Moreover, the agreements also point to the strength of the parties at the time they were negotiated. During the war the parties could not exert their strength because they were under the direction of the National War Labor Board. However, in 1946 the master agreement is living evidence that the UPWA, as well asthe Amalgamated, was in a better bargaining position. In 1948 there is no doubt that Swift & Co. had taken the lead, for the UPWA was forced to admit, by action, the loss of their strike. The same was generally true for 1950. However, by 1952 the union again was beginning to show that their power was rising. Swift & Co. has not had as easy a time dealing with the UPWA as it has had with the Amalgamated because of the militancy of the former. However, since the "no raid" agreement and the evidence of cooperation between the two unions, it has become evident that the UPWA is growing up in terms of their relationship with Swift & Co. The fact that this change in attitude on the part of the UPWA can be attributed to the so called "tough" attitude of Swift & Co. in their relations with the former is also a factor to be considered.

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