COMPARISON OF LABOR AGREEMENTS

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ABSTRACT: Current labor agreements of 250 craft unions are obtained representing six different building trades. The inclusion of the wording of selected provisions are examined. Although some provisions occur with consistent frequency in practically all labor agreements, clear trends are observed for some provisions in that the historically stronger crafts are more successful in negotiating for more favorable provisions for their unions. For some provisions a wide disparity is noted between the agreements made in union shop states when compared to those of right-to-work states. Comparisons with past studies indicate that the inclusion of certain provisions has not remained constant in recent years.

INTRODUCTION

Labor agreements are established between union locals and employers of union workers. The employers may negotiate individually with the unions or, as is common, a group of employers may negotiate as a unit. A group of employers may unite in negotiations primarily for the purpose of strengthening the bargaining position of the employers.

The labor agreement is essentially a contract between labor and management that establishes the rules by which the labor/management team will be governed. As such, the labor agreement is an important document to both labor and management. Therefore, it is vital to both parties that the provisions being negotiated be acceptable to their own self-interests. Each party will of course negotiate for those provisions which are felt to be of the greatest value in the working relationship. Generally, there will be a number of provisions that will be sought for inclusion by each bargaining party.

During the negotiating process it is the stronger bargaining party that will usually be more successful in getting the more desirable provisions included in the final draft of the labor agreement. What constitutes the stronger party? To some extent, the state of the economy will dictate the strengths of the parties. Labor is in a better bargaining position if the economy is strong and the need for labor is also strong. However, if the growth of the merit shop or open shop (work done without labor agreements) is strong, then the bargaining position of organized labor is weakened considerably. Many factors may influence the bargaining strengths of the bargaining parties.

RESEARCH OBJECTIVES

The primary purpose of this research study was to compare particular labor agreement provisions. These comparisons were to be made on the basis of craft and also on the basis of location, whether occurring in a union shop

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state or in a right-to-work state. The inclusion of a provision in the labor agreements of one craft that is not generally included in the agreements of another craft may lead to some inferences. For example, it may be inferred that a craft that negotiates for a specific provision regards that provision as being important to its membership. It may also be inferred that a craft that negotiates for a particular provision is a stronger negotiating entity than a craft that has not successfully negotiated for the inclusion of the same provisions. Since labor unions are generally stronger in union shop states, as opposed to right-to-work states, differences would be expected in the provisions of labor agreements based on the state in which the agreement is made.

By comparing the results of an analysis of a number of current labor agreements with similar analyses conducted in the late 1970s, it may be possible to identify trends in labor negotiations. In 1978 a study was conducted that compared the inclusion of particular provisions on the basis of craft (Miller, unpublished report, Univ. of Missouri-Columbia, 1978). In 1980 a study was conducted that compared the occurrence of given provisions in labor agreements on the basis of whether the state was a union shop state or a right-to-work state (Peabody, unpublished report, Univ. of Missouri-Columbia, 1980). These trends may show that certain provisions are beinig considered more valuable to one of the negotiating parties. Their inclusion may also indicate that the relative strengths of the negotiating parties is not constant over time.

Research Methodology

In order to conduct a meaningful study of labor agreements it was considered desirable to include labor agreements for a relatively large sample. It was further decided that the labor agreements to be analyzed should be those of six basic crafts, namely carpenters, cement masons, iron workers, laborers, operating engineers, and teamsters. These crafts were selected for their diversity and because all of these crafts are often employed on the same projects.

Labor agreements were sought from the Associated General Contractors (AGC). Requests for these agreements were sent to 62 chapters, a maximum of two local AGC chapters per state. The addresses of these chapters were obtained from the AGC membership directory ("Annual directory", 1985). Forty-four AGC chapters responded to the request. This resulted in the receipt of 250 labor agreements. Of the agreements, 133 had been negotiated in union shop states while 117 had been negotiated in right-to-work states.

Some chapters provided multiple agreements for the same craft. When a chapter provided multiple agreements for a single craft, data were used only from one of the agreements, unless a significant difference was noted between selected provisions.

Contract Duration

The length of time a labor agreement is in effect can vary greatly, with typical durations ranging from one to five years. There are advantages and disadvantages to longer contracts. Longer contracts add stability to the management-labor relationship; i.e., the turmoil that often accompanies contract

TABLE 1. Duration of Labor Agreements

Variable (1)	Total (2)	Duration of Agreement in Years 1 (3)	2 (4)	3 (5)	4+ (6)
		(*a*) Craft			
Carpenters	50	10	10	27	3
Cement masons	44	11	10	22	1
Iron workers	30	7	9	14	0
Laborers	47	11	11	24	1
Operating engineers	46	8	12	25	1
Teamsters	33	3	7	22	1
		(*b*) State			
Union shop	133	13 (10%)	33 (25%)	85 (64%)	2 (1%)
Right-to-work	117	37 (32%)	26 (22%)	49 (42%)	5 (4%)
		(*c*) Total			
	250	50 (20%)	59 (23%)	134 (54%)	7 (3%)

renegotiation occurs less often. If there is an imbalance in the agreement favoring one of the parties, the party that believes it has the advantage is more likely to desire a long contract.

As shown in Table 1, contracts of three-year duration are more frequent than one- or two-year contracts. Very few agreements were found to have a duration of four or more years. Many construction contract agreements contain an automatic renewal provision that stipulates a continuation of the agreement on a year-to-year basis beyond the contract termination date. Renegotiations would only open if either party issued a written request to do so. Allowing an agreement to continue unchanged in such a manner is, in effect, an acceptance of a freeze in the contract ("Freezes" 1985).

As shown in Table 1, the frequency of three-year agreements is much higher in the union shop states than in the right-to-work states. Single-year agreements, on the other hand, are more common in the right-to-work states.

The timing of the expiration date of a labor agreement can have a significant impact on the negotiation process. Building trades generally prefer to have a contract expire during the spring and early summer months, when construction is at its peak. Contractors are more likely to agree to concessions to avoid a strike if many projects are in progress. Unions may also find an advantage in having a contract expiration date that is close to the expiration dates of the contracts of other crafts. Forcing employers to bargain with many crafts at the same time can wear the employers down and reduce their bargaining stamina. However, contract expiration dates that coincide with union election dates can be undesirable for both the employers and the union officials (Greeson 1983). The elections can add extra pressure to the contract negotiation. Incumbent union officials may be in a very undesirable position, having to face the realities of a negotiation while their election opponents are raising expectations that may or may not be reasonable.

Fig. 1 illustrates the distribution of the months in which the agreements were found to expire for both union shop and right-to-work states. The great

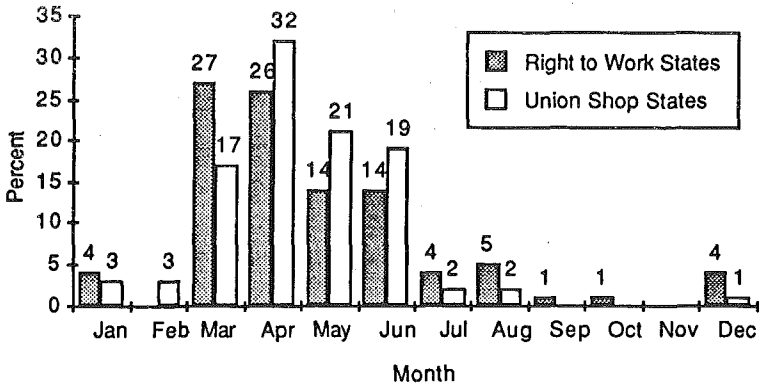

FIG. 1. Frequency of Labor Agreement Expiration Dates by Month

majority of contracts was found to expire during the early construction months of March, April, May, and June. Similar results were found by C. E. Peabody in his 1980 study that compared labor agreements. His analysis of 60 labor agreements revealed that "92% were up for renewal during the period from March through June" (Peabody, unpublished report, Univ. of Missouri-Columbia, 1980). Variations in the distribution of the expiration months between the agreements in union shop states and right-to-work states were not found to be significant. There are also no significant variations found when a comparison was made in the distribution between the agreements of different crafts.

Subcontractor Provisons

General contractors have an incentive on most construction projects, particularly those with lump sum contracts, to employ those subcontractors who submit the lowest bids. In some instances these subcontractors may be open shop contractors. The employment of open shop subcontractors is obviously not preferred by the union crafts employed on the project. To prevent these occurrences, labor unions frequently will bargain for subcontractor provisions in their labor agreements. There are two broad forms of the subcontractor provisions. In the first, the general contractor is required to use only subcontractors that are signatory to the labor agreement, even if the subcontractors sign only for the duration of the project. In the second form, the subcontractors do not sign the labor agreement but are required to abide by all of the labor agreement provisions. In this case, the general contractor is held responsible for the conduct of the subcontractors.

A typical subcontractor provision may state that "it is in the best interest of job progress and efficiency to, in as far as possible, develop and encourage a uniform labor policy on any particular job." With such general statements of principle established, the agreements continue with specific provisions such as requiring the contractor to agree not to "subcontract any construction work to be done at the site of construction, except to a person, firm or corporation, party to an appropriate, current labor agreement." Some provisions may not require the subcontractor to be signatory to a labor agree-

TABLE 2. Inclusion of Subcontractor Provisions in Labor Agreements

Variable (1)	Number of agreements (2)	Provisions included (3)	Percent included (4)
	(*a*) Craft		
Carpenters	50	31	62
Cement masons	44	27	61
Iron workers	30	25	81
Laborers	47	31	66
Operating engineers	46	33	72
Teamsters	33	27	82
	(*b*) State		
Union shop	133	123	92
Right-to-work	117	51	44
	(*c*) Total		
	250	174	70

ment, but they may require that all subcontractors on the job "pay wages and fringe benefits of monetary value in the aggregate equal to or greater than those provided in this agreement." Subcontractors who fail to satisfy such payment provisions are to be "terminated by the contractor." In some cases the requirements of the subcontractor provisions may be waived if "there is no such subcontractor party to such an agreement available to do the work" or if the requirements "would produce a monopoly and preclude reasonable competition for the work."

Subcontractor provisions are important to unions. Open shop subcontractors on a project pose a severe threat to union security and have been the cause of strikes ("Construction" 1983). Subcontractor employees are difficult to organize because of the large number of subcontractors and the relatively small number of employees in each subcontractor's operations. The subcontractor provisions are one way of maintaining some control of the project. The general contractors, on the other hand, benefit from using open shop subcontractors if they submit the most competitive bids. This has an added benefit in that it places pressure on unions to agree to more favorable terms in the labor agreements. However, the existence of nonunion workers on an otherwise union project can result in complications and conflict.

The examination of the various labor agreements reveals that the use of subcontractor provisions is fairly common (see Table 2). These provisions were slightly more frequently noted in the labor agreements of the iron workers and the teamsters. However, the most dramatic finding is the wide disparity of their occurrence in labor agreements between the union shop states and the right-to-work states. The strengths of the unions in the union shop states is evidenced by the inclusion of subcontractor provisions in a large majority of their labor agreements.

No Strike—No Lockout Provisions

Worker strikes and employer lockouts are drastic measures that have been used to impose coercive pressure during negotiations. Regardless of whether

TABLE 3. Inclusion of No Strike–No Lockout Provisions in Labor Agreements

Variable (1)	Number of agreements (2)	Provisions included (3)	Percent included (4)
	(*a*) Craft		
Carpenters	50	48	96
Cement masons	44	40	91
Iron workers	30	30	100
Laborers	47	42	89
Operating engineers	46	45	98
Teamsters	33	30	91
	(*b*) State		
Union shop	133	126	95
Right-to-work	117	109	93
	(*c*) Total		
	250	235	94

the measure taken is a strike or lockout, both parties will suffer some economic loss as a result. To avoid such adverse economic impact, a no strike–no lockout agreement provision can be included in the labor agreement. However, the no strike–no lockout provisions are not absolute guarantees. A strike may not be prevented by such provisions if the employer fails to satisfy other specific labor agreement provisions. When no strike–no lockout provisions exist, it is common for both parties to also agree to a binding arbitration procedure as a means to settle disputes. Use of the Federal Mediation and Conciliation Service or the American Arbitration Association is commonly referenced. The National Joint Board for the Settlement of Jurisdictional Disputes or the parent International Unions may be called upon to resolve jurisdictional disputes. Regardless of how disputes are settled, it is in the best interest of all contracting parties to avoid strikes and lockouts.

A no strike–no lockout provision may bluntly state that "there will be no lockout by the contractor nor any cessation of work by employees for any reason whatsoever." Others, which are more typical, state "except as herein otherwise provided, employees shall not cease work, slow down or engage in any strike or other concerted interruption or interference with the work or business of the employer during the term of this contract in support of any issue or disagreement arising out of any matter covered by this contract and the employer shall not lockout any employee covered hereunder during said term." The exceptions mentioned may include failure of the employer to pay for Worker's Compensation or Unemployment Compensation coverage for the employees, failure of the employer to abide by the subcontractor provisions, failure of the employer to pay in full for work done, failure to adhere to a decision by the job safety committee, etc.

The analysis of the labor agreements revealed that there is a high frequency with which no strike–no lockout provisions are included in labor agreements (Table 3). This was found to be universally true for all crafts and also for the union shop and right-to-work states. This implies that labor and management have come to terms on this issue relatively well and that

TABLE 4. Inclusion of Cost of Living Allowance Provisions in Labor Agreements

Variable (1)	Number of agreements (2)	Provisions included (3)	Percent included (4)
	(*a*) Craft		
Carpenters	50	3	6
Cement masons	44	2	5
Iron workers	30	2	7
Laborers	47	4	9
Operating engineers	46	5	11
Teamsters	33	3	9
	(*b*) State		
Union shop	133	19	14
Right-to-work	117	0	0
	(*c*) Total		
	250	19	8

they have indicated an expressed willingness to work out problems without overt confrontation.

Cost of Living Allowance Provisions

Cost of Living Allowance provisions, or COLA's, tie future wage increases of workers to a price index such as the U.S. All Cities Consumer Price Index for Urban Wage Earners and Clerical Workers. The wage escalation provision may also apply to shift differentials, meal allowances, and other benefit payments. The effect of COLA provisions can be substantial during volatile economic periods, particularly for employers who are contractually bound by a lump-sum or fixed price reimbursement on an ongoing project. Employers dislike such provisions as they increase the uncertainty in future labor costs. They are designed to increase wages to account for inflation. For the contractors, this increase occurs as other prices also increase, consequently their impact is felt when the employers are least able to absorb the added cost (Wall Street Journal, 1984). Contractors would prefer to negotiate labor contracts whereby they can predict, over extended time periods, the cost of wages to be paid for the various crafts.

The analysis of the labor agreements showed that COLA provisions are included in 8% of the agreements. This indicates that COLA provisions are not popular (Table 4). The inclusion of COLA provisions was uniformly low in the agreements of all crafts examined. Although the incidence of COLA provisions in the agreements from union shop states was low (14%), it was interesting to note that not one agreement from the right-to-work states contained a COLA provision.

Shift Provisions

During the course of a construction project, it may become necessary to schedule work for multiple shifts. Multiple shifts may be required to make

TABLE 5. Type of Shift Provisions Included in Labor Agreements

Variable (1)	Number of agreements (2)	Category 1 (3)	Category 2 (4)	Category 3 (5)
		(*a*) Craft		
Carpenters	50	35	6	2
Cement masons	44	29	6	1
Iron workers	30	25	1	3
Laborers	47	38	2	4
Operating engineers	46	34	4	7
Teamsters	33	22	5	2
		(*b*) State		
Union shop	133	91 (68%)	11 (8%)	17 (13%)
Right-to-work	117	92 (79%)	13 (11%)	2 (2%)
		(*c*) Total		
	250	183(73%)	24 (10%)	19 (8%)

[a]Not all labor agreements contained shift provisions.

up time lost due to delays or simply to perform work that cannot be done during a day shift. Since working at nights is undesirable for most workers, labor agreements usually have a provision requiring a premium to be paid to workers assigned to "back" shifts. The shift provisions reviewed in this study were the provisions that specify the premiums to be paid when employees work in three shifts. The means by which premiums are paid tend to fall into one of the three categories that can be described as follows:

Category 1

The provision calls for a reduction in the number of hours that need to be worked on "back" shifts in order to earn eight hours of pay. A typical provision may provide eight hours of pay for seven and one half hours of work on the second shift and seven hours of work on the third shift.

Category 2

The provision provides premium hourly wages for work on the second and third shifts.

Category 3

The provision calls for a reduction in the number of hours of work on "back" shifts, similarly to the category 1 provisions and also provides for additional premium hourly wages for work on the second and third shifts, similarly to category 2.

It is common for a shift provision to require that notification be given to the union prior to starting the shift work and that the shift work continue for a minimum number of consecutive days. The typical minimum specified duration varied between three to five days. Multiple shifts lasting for less than the specified minimum length of time would warrant premium pay at the standard overtime rate. The shift provisions offer incentives for those

workers who are assigned to the second or third shift. Of the three categories of shift provisions, category 3 provisions offer the workers the greatest benefit.

As shown in Table 5, category 1 shift provisions are the most common in agreements for all the crafts. There is a slightly higher frequency of category 1 provisions in the agreements of iron workers and laborers when compared with the other crafts. The operating engineers have a higher frequency of category 3 provisions when compared to the other crafts. A 1978 study of 113 different labor agreements disclosed that the category 1 provisions were the most prevalent; however, 41% of the agreements contained category 2 provisions (Miller, unpublished report, Univ. of Missouri-Columbia, 1978). There is evidence indicating a clear trend toward the category 1 provisions.

The data comparing agreements from union shop states and right-to-work states show that the workers in union shop states have had greater success in negotiating for the highly desirable category 3 provisions.

Overtime Provisions

Agreements generally contain a section stipulating the working hours for the employees. Normal working hours are usually based on an eight-hour work day and a forty-hour work week. Work in excess of the normal hours would warrant an overtime premium. Overtime provisions typically found in agreements can be divided into the following four categories:

Category 1

Time and one-half is stipulated for all work over eight hours in one day or over forty hours in one week, with double time for work performed on holidays.

Category 2

Time and one-half is stipulated for all work over eight hours, Monday through Friday, and for work performed on Saturdays. Double time is stipulated for work performed on Sundays and holidays. Some provisions stipulate double time after the first two hours of overtime work performed Monday through Friday, and after the first eight hours of work on Saturday.

Category 3

Time and one-half is stipulated for all work over eight hours, Monday through Friday. Double time is stipulated for work performed on Saturdays, Sundays, and holidays. Some provisions allow double time after the first two hours of overtime work, Monday through Friday.

Category 4

Double time is stipulated for all work over eight hours in one day, or over forty hours in one week, and for all work performed on Saturdays, Sundays, or holidays.

Category 4 provisions are considered the most lucrative for the workers. Category 1 provisions are considered most desirable from an employer's perspective. Of course, prudent management would dictate that overtime should

TABLE 6. Type of Overtime Provisions Included in Labor Agreements

Variable (1)	Number of agreements (2)	Category 1 (3)	Category 2 (4)	Category 3 (5)	Category 4 (6)
		(*a*) Craft			
Carpenters	50	1	42	7	0
Cement masons	44	1	36	5	2
Iron workers	30	3	19	8	0
Laborers	47	3	42	2	0
Operating engineers	46	5	37	1	3
Teamsters	33	5	26	0	2
		(*b*) State			
Union shop	133	13 (10%)	96 (72%)	18 (14%)	6 (4%)
Right-to-work	117	5 (4%)	106 (91%)	5 (4%)	1 (1%)
		(*c*) Total			
	250	18 (7%)	202 (81%)	23 (9%)	7 (3%)

be minimized unless absolutely necessary. This is even more important when the premium is double time.

As shown in Table 6, category 2 provisions are most common in agreements for all crafts. The iron workers have the lowest frequency of category 2 provisions and the highest frequency of category 3 provisions when compared to the other crafts. Category 3 provisions are considered more favorable than category 2 provisions for the workers, since double time is also paid on Saturdays. Comparison of the data in Table 6 with findings by G. N. Miller in his 1978 study of 113 labor agreements, presented in Table 7 (Miller, unpublished report, Univ. of Missouri-Columbia, 1978), indicates a change in the frequency of occurrence for each category of overtime provision. The frequency of occurrence of category 2 provisions has greatly increased (from 37% to 81%), while significant decreases have occurred in

TABLE 7. Type of Overtime Provisions Noted in 1978 Study[a]

Variable (1)	Number of agreements (2)	Category 1 (3)	Category 2 (4)	Category 3 (5)	Category 4 (6)
		(*a*) Craft			
Carpenters	24	0	5	9	10
Cement masons	25	0	5	6	14
Teamsters	11	0	7	2	2
Iron workers	17	0	0	1	16
Operating engineers	18	0	11	0	7
Laborers	18	0	14	1	3
		(*b*) Total			
	113	0 (0%)	42 (37%)	19 (17%)	52 (46%)

[a]Miller, unpublished report, Univ. of Missouri-Columbia, 1978.

the frequency of category 3 and category 4 provisions. The frequency of category 1 provisions has increased. This overall trend is a shift to provisions that favor the contractors; it indicates that concessions have been made by the unions.

The category 2 provisions are dominant in the right-to-work states. The iron workers are the only craft to negotiate other terms with any appreciable frequency. Crafts in union shop states have had greater success in negotiating for more lucrative overtime provisions (category 3 or 4) than crafts in right-to-work states.

Saturday Make-Up Provisions

As in manufacturing, most construction work is scheduled on the basis of five eight-hour days. Unlike manufacturing settings, however, construction projects are often more severely affected by interruptions such as inclement weather or other factors beyond the employers' control. On days of heavy rainfall or extremely cold conditions, some construction projects are forced to shut down operations completely. When this occurs, the employers would naturally like to have the workers return to the work setting as soon as conditions permit. The missed workdays can adversely impact the project schedule so some employers might ask their workers to work on Saturday to compensate for the lost workday. From an employer's point of view this Saturday work should be paid at the straight time rate if a worker's total hours for the week do not exceed forty hours. This issue is usually specifically addressed in the labor agreements.

A typical provision stipulating that Saturday will be regarded as a "makeup" day may state that "Saturday shall constitute a makeup day at straight wage for a crew, if for some reason a crew was unable to work due to inclement weather or major breakdown (when a majority of the crew was unable to work for that day). The crew must be employed for the regular hours for the makeup days. Saturday makeup is voluntary." Agreements that prohibit

TABLE 8. Inclusion of Saturday Make-Up Provisions in Labor Agreements

Variable (1)	Number of agreements (2)	Provisions included (3)	Percent included (4)
	(*a*) Craft		
Carpenters	50	18	36
Cement masons	44	14	32
Iron workers	30	6	20
Laborers	47	27	57
Operating engineers	46	15	33
Teamsters	33	11	33
	(*b*) State		
Union shop	133	39	29
Right-to-work	117	52	44
	(*c*) Total		
	250	91	36

TABLE 9. Inclusion of Saturday Make-Up Provisions in 1978 Study[a]

Variable (1)	Number of agreements (2)	Provisions included (3)	Percent included (4)
	(*a*) Craft		
Carpenters	24	4	17
Cement masons	25	2	8
Iron workers	17	0	0
Laborers	18	3	17
Operating engineers	18	1	6
Teamsters	11	3	27
	(*b*) Total		
	113	13	12

[a]Miller, unpublished report, Univ. of Missouri-Columbia, 1978.

the straight time wage for Saturday may stipulate that "no work shall be done between the hours of 4:30 p.m. Friday and 8:00 a.m. Monday, except to preserve life and property" or the agreement may simply state that "all work performed on Saturday shall be paid at time and one-half the hourly rate."

The analysis of the labor agreements (Table 8) shows that in general a Saturday makeup day at the straight time wage is not included. It is noteworthy that such provisions are most commonly included in the agreements of laborers. The disparity between the agreements of union shop and right-to-work states is obvious. Saturday makeup provisions occur more frequently in labor agreements in right-to-work states than in agreements in union shop states.

Although only 36% of the labor agreements contained Saturday makeup provisions, the data may be indicating a trend. The results of the 1978 study conducted by G. N. Miller (see Table 9) showed that 12% of the agreements contained Saturday makeup provisions (Miller, unpublished report, Univ. of Missouri-Columbia, 1978). This contrast indicates a growing acceptance by labor unions of the Saturday makeup provisions.

Travel Pay Provisions

In metropolitan areas most workers live relatively close to the construction projects. As long as the distance to the construction site remains small no compensation is generally expected by workers. However, projects with more remote locations may place a hardship on workers who are required to drive considerable distances in order to get to work. Under these conditions a craft may wish to bargain for the inclusion of a travel pay provision. A travel pay clause provides compensation to workers for costs incurred while traveling to and from the work site. The compensation may be in the form of a predetermined amount per mile driven from the project to a base location, be the actual costs of travel, or be based on a series of zones radiating from a central location such as a union hall or county line.

TABLE 10. Inclusion of Travel Pay Provisions in Labor Agreements

Variable (1)	Number of agreements (2)	Provisions included (3)	Percent included (4)
	(*a*) Craft		
Carpenters	50	23	46
Cement masons	44	26	59
Iron workers	30	19	63
Laborers	47	15	32
Operating engineers	46	22	48
Teamsters	33	15	45
	(*b*) State		
Union shop	133	75	56
Right-to-work	117	45	38
	(*c*) Total		
	250	120	48

Among those agreements containing provisions for travel pay, the specific provisions varied considerably. One agreement stated that if workers were required to drive to a designated location that was different from the actual place of work, the employees "shall be allowed one hour's compensation in addition to actual time worked" and that the employer should then provide the transportation to return the employees to where their automobiles were parked. Another provision stipulated that workers shall be reimbursed at the rate of "thirty-five cents per mile when a job is outside a free mileage zone," where free mileage zone is defined as "that area within 35 miles of the employee's home or nearest union office, whichever is nearer." A similar provision required employers to pay "on jobs of $2,500,000 or more located thirty-five miles or beyond from local union halls, via the most direct regularly traveled route, a reimbursement for travel expenses of five dollars per day."

The analysis of the labor agreements did not assess the specific differences between the various travel pay provisions. The agreements were simply evaluated on whether or not a provision for travel pay was included. The results indicate that 48% of the labor agreements contain travel pay provisions (Table 10). Although it might be reasonable to expect travel pay provisions to be more important in sparsely populated areas, this was not assessed in this study. By comparing the agreements of different crafts, it was noted that more agreements of iron workers and cement masons contained travel pay provisions. The agreements of the laborers contained such clauses with the lowest frequency. It was noted in G. N. Miller's study (see Table 11) that only 37% of the agreements contained travel pay provisions (Miller, unpublished report, Univ. of Missouri-Columbia, 1978). This appears to indicate a trend for the inclusion of travel pay provisions in more labor agreements.

When comparing the agreements made in union shop states with those in right-to-work states, another clear pattern emerged; i.e., more agreements in union shop states contain travel pay provisions.

TABLE 11. Inclusion of Travel Pay Provisions in 1978 Study[a]

Variable (1)	Number of agreements (2)	Provisions included (3)	Percent included (4)
	(*a*) Craft		
Carpenters	24	7	29
Cement masons	25	13	52
Iron workers	17	10	59
Laborers	18	3	17
Operating engineers	18	7	39
Teamsters	11	2	18
	(*b*) Total		
	113	42	37

[a]Miller, unpublished report, Univ. of Missouri-Columbia, 1978.

Work through Lunch Provisions

Although it is usually considered most convenient if every worker on the jobsite takes a lunch break at the same time, some work activities cannot always be scheduled so that the lunch break will occur at a specific time. To allow for such conditions, some labor agreements contain "work through lunch" provisions that stipulate that additional compensation is due workers if they are asked to work through the normal lunch period. The compensation can be in various forms but it is usually stated as being an overtime premium. For the lunch period lost, however, an allowance must be provided to permit workers to eat their lunches as soon as possible. Employers are generally given some flexibility of scheduling the lunch periods. Some agreements even permit the employer to stagger the lunch period between crews so that work can proceed continuously.

Typical labor agreements that do not have a work through lunch provision simply state that "one-half hour without pay shall be allowed for lunch during the day between the fourth (4th) and fifth (5th) hours of employment." A typical work-through-lunch provision states "if workmen are required to work continuously for more than five hours without an opportunity for lunch, they shall receive overtime pay for work after the fifth hour at the overtime rate until opportunity to take thirty minutes' time for lunch is afforded." As in the former provision, employers are often given a time window in the workday when lunch periods are to be provided. Compensation is warranted or stipulated if workers are not allowed to have a lunch break during that time window, which is usually between three and one-half to five hours after the start of the work day.

One provision that was examined stated that if workers are asked to take the lunch break before or after the designated time window the workers "shall be paid one-half hour at double time rate for such lunch period."

Another form of this provision states that if the "lunch period is delayed beyond 12:30 p.m., employees whose lunch period is so postponed shall be paid the straight time rate for such lunch period."

A weak work through lunch provision would be one that only requires

TABLE 12. Inclusion of Work-Through-Lunch Provisions in Labor Agreements

Variable (1)	Number of agreements (2)	Provisions included (3)	Percent included (4)
	(*a*) Craft		
Carpenters	50	31	62
Cement masons	44	34	77
Iron workers	30	19	63
Laborers	47	35	74
Operating engineers	46	28	61
Teamsters	33	17	52
	(*b*) State		
Union shop	133	104	78
Right-to-work	117	60	51
	(*c*) Total		
	250	164	66

payment to workers at the straight time rate for the lunch period missed. It is not considered acceptable to shorten the work day to allow for a missed lunch period; i.e., the lunch period may be delayed, but it cannot be eliminated.

The examination of the labor agreements (Table 12) indicates that a majority of the agreements contain work through lunch provisions. It is apparent that some trades, such as cement masons, bargain more aggressively for the inclusion of such provisions. Because of the nature of the work, cement masons might be expected to work through lunch more frequently than crafts such as teamsters. When the agreements of union shop states were compared with the agreements of right-to-work states, a clear difference was noted; i.e., work through lunch provisions occur more frequently in labor agreements of union shop states.

Coffee Break Provisions

Coffee breaks do not refer specifically to rest breaks taken during a work session. Coffee breaks, as more formally defined, refer to work stoppages whereby an entire work crew is permitted to stop work in order to drink coffee or some other non-alcoholic beverage. Such organized or systematic breaks taken by workers represent a cost to employers in return for which they may feel no production is received.

Coffee breaks can be very costly to employers depending on the nature of the break and the type of construction project. As a result, some of the coffee break provisions may include clear restrictions or limitations. Examples of such restrictions include: "workers shall not leave their place of work;" "one worker shall be allowed to get refreshments;" and "coffee breaks shall not interfere with work progress." Some provisions may even stipulate that the employers are not required to give all employees coffee breaks at the same time. The ideal coffee break from an employer's perspective is for the coffee or other beverage to be consumed at the work station.

TABLE 13. Inclusion of Coffee Break Provisions in Labor Agreements

Variable (1)	Number of agreements (2)	Provisions included (3)	Percent included (4)
	(*a*) Craft		
Carpenters	50	15	30
Cement masons	44	8	18
Iron workers	30	12	40
Laborers	47	16	34
Operating engineers	46	5	11
Teamsters	33	3	9
	(*b*) State		
Union shop	133	31	23
Right-to-work	117	28	24
	(*c*) Total		
	250	59	24

An analysis of the labor agreements indicates that relatively few (24%) agreements contain coffee break provisions (Table 13). When comparing the agreement provisions on the basis of craft, it was noted that the labor agreements of the teamsters and the operating engineers had noticeably fewer coffee break provisions. This is probably due to the nature of the work done by these crafts. If the other crafts delay them, a natural "break" is created for them. Thus, the teamsters and operating engineers will often be able to have coffee breaks without impacting project productivity. It was also noted that the agreements of cement masons did not include coffee break provisions as frequently as did the agreements of other crafts. This may be related to the nature of their work, as they cannot routinely stop work for a coffee break; i.e., they must take their breaks as the work allows. There was essentially no difference between the agreements of union shop states and the right-to-work states where coffee breaks are concerned.

Conclusions

The results of this study have shown that there are often differences in the inclusion of particular provisions depending on the craft and on whether the agreement is from a union shop state or a right-to-work state. Although it is recognized that the inclusion of certain provisions may also be influenced by local economic, social, and political conditions, the comparisons of the labor agreements indicate that these are not generally the dominant factors.

To understand why the labor agreements differ between crafts, it is helpful to consider the working conditions that are peculiar to certain crafts. For example, the inclusion of a coffee break provision may be important to some crafts, while of limited importance to others. Iron workers have negotiated more successfully for coffee breaks. On the other hand, teamsters and operating engineers have presumably placed stronger emphasis on the inclusion of other provisions. Understandably, teamsters and operating engineers can

usually find time to take coffee breaks during a normal work day without specifically requiring that such time be permitted under the labor agreements. Saturday makeup provisions are not considered to be desirable from the perspective of the crafts. The inclusion of such provisions is most dominant in the agreements of laborers, the craft generally assumed to have the least negotiating clout. The inclusion of travel pay, on the other hand, is a highly desirable provision from the perspective of the crafts. The crafts that were more successful in having such provisions included were the more powerful crafts, particularly the ironworkers. From the results, it is clear that the crafts place differing values on given provisions and that the strengths of the craft unions will determine their success in having the more lucrative provisions included in their agreements.

The comparison of the labor agreements on the basis of union shop state versus right-to-work state revealed clear patterns in the inclusion of certain provisions. The craft unions in the union shop states were clearly more successful in their negotiations. This was evidenced by the more frequent occurrence of desirable subcontractor provisions, cost of living allowance provisions, shift provisions, travel pay provisions, and work through lunch provisions. This clearly demonstrates the advantage afforded the craft unions by the legislated protection of union security. Thus, it is obvious why the unions are so resolved to fight for such legislation and why contractors are equally resolved to fight such legislation and to support any right-to-work legislation.

The study has also revealed that the inclusion of provisions on the basis of craft or state is not a static issue. Comparisons with previous studies have identified changes or trends in the inclusion of certain provisions. The trends indicate that the unions, in general, have lost bargaining strength in the past 7 to 10 years. This is evidenced by the reduction in the occurrence of the more desirable overtime provisions, and the more frequent inclusion of Saturday makeup provisions. However, several crafts have experienced an increased success in the inclusion of the more lucrative travel pay provisions. The increased popularity of such provisions may also indicate that more of the construction projects are being constructed in areas where added travel is required.

The results of the comparisons of the various labor agreements clearly demonstrate that the provisions included in labor agreements are not always consistent within a region or even within a single craft. Thus the negotiating skills of the bargaining parties are reflected in the final agreements. With the wide variability, particularly on some issues, contractors are well advised to carefully examine the labor agreements of each craft with whom they will be associated.

RECOMMENDATIONS

This study of the inclusion of specific provisions in labor agreements has disclosed differences between labor agreements on the basis of craft and location. Comparisons with the findings of previous related studies show that specific changes have occurred. Although the findings are noteworthy, a longitudinal or continual analysis of labor agreements would be of more general interest and value to the industry. Such a nationwide study should include the analysis of the labor agreements of all building trades. Com-

parisons of the inclusion of specific provisions could then be made on the basis of craft and location. A larger sample size would lend itself well to rigorous statistical tests to establish the existence of significant differences between agreements. A binomial distribution could be applied to the data to identify major differences between the labor agreements. In addition, a regression model could be developed to provide insights for forecasting future trends. An ongoing review of the trends in the labor agreements would provide useful information for making projections about the inclusion or exclusion of specific provisions in labor agreements. All parties involved in labor agreement negotiations and those parties directly affected by them should find such information of interest. Of course, these parties must be willing to provide the funds necessary to maintain this type of study.

Appendix. References

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