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COLLECTIVE BARGAINING

THE PRENTICE-HALL INDUSTRIAL RELATIONS AND PERSONNEL SERIES

DALE YODER, EDITOR

COLLECTIVE BARGAINING

BY

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TO MY WIFE

For her encouragement

PREFACE

FACED with the necessity of negotiating a labor agreement, many company officials and labor leaders have frequently found themselves unprepared and uninformed. During the years I instructed management and labor representatives, I often found that many of them viewed collective bargaining with apprehension because of their lack of basic knowledge of the subject. My effort to provide them with the necessary information was the foundation of this book.

Although I fully realize that no two situations will ever be exactly alike in collective bargaining, I have found that a knowledge of certain fundamentals will be helpful in all negotiations, not only in industry, but also in other employer-employee set-ups, whether they be in non-manufacturing business, in government, or in quasi-government organizations. These fundamentals make up the first four chapters of the book and cover the areas of collective bargaining, the attitudes usually present, the objectives of labor agreements, and the selection of and suggestions to the negotiators.

The second section (Chapters V and VI) covers the actual bargaining sessions, including the physical set-up, the preparations and the procedure followed, and the labor agreement and its variations.

The third section (Chapters VII to XIV) considers the labor agreement in terms of the individual provision. Each of the provisions in the eight major sections is discussed and a series of considerations are listed.

The final section of the book furnishes the reference material and the sources of information available for the reader so that this book may serve as a practical and complete manual on collective bargaining.

The book was written from an impartial viewpoint with the thought of providing a source of information on the entire subject of collective bargaining. It is hoped that it will stimulate the

thinking of the interested parties through the presentation of various points of view, with the final choices and decisions left entirely up to the readers. Thought-provoking discussions and questions form the main contents of this study.

Those inexperienced in collective bargaining will find that this book will make them familiar with the mechanics of the subject and with all that enters into the process. They will be enabled to gain the necessary basic information that otherwise could have been obtained only through time-consuming personal experiences. Although the book is not designed to make expert negotiators out of them, it will assist each of them in developing his own individual art of negotiating.

Experienced negotiators can utilize the material presented as a check list against which to match their own methods and practices. They can examine their own attitudes in the light of the discussion on the subject. The suggestions to negotiators will give them an opportunity to compare experiences. In considering the various clauses during the bargaining sessions, they can check the points and questions listed under each provision so as to insure complete coverage in their own agreements.

Even though a company may have no union with which to deal, the considerations and questions raised under each provision should prove valuable, for they can serve as guides in formulating the company's labor policies and operating procedures. It must be remembered that a clause in a labor agreement is actually a labor policy that has been agreed to by both the company and the union.

This book was written largely from my own experiences and from those of my students and associates. Much credit must be given to the following men who gave freely of their time, thoughts, and advice to help to make this book possible: Andrew J. Percival, Joseph R. Parker, C. George Evans, Dale Yoder, Miles Shanahan, James O. Rice, Bernard H. Fitzpatrick, Carmine Santo of the A. F. of L., and Carl Holderman of the C. I. O. I must also acknowledge innumerable contributions of the members of the Industrial Relations Conference Group (a private discussion group) and my students at Rutgers University, New York University, and Manhattan College. To Eugenia J. Smith go my thanks for the excellent typing and retyping of the manuscript in all stages of its development, and to Wallis Angst and Arlene S. Hritz for their assistance in editing and proofreading.

LEONARD J. SMITH

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CHAPTER ONE

INTRODUCTION

AMERICAN business and its employees have been, and will continue to be, vitally interested in the subject of collective bargaining. This interest was engendered by the increasing unionization of business and the passage of various government laws encouraging collective bargaining. With the passage of the National Labor Relations Act in 1935, the practice of collective bargaining became the law of this land. Since that time, the courts have upheld, as a guarantee to employees, the right to organize for the purpose of bargaining collectively with their employers. Business, with few exceptions, has come to recognize that this practice is here to stay and has been adjusting its organizational and operational structure to allow for it.

There are two particularly important sections of the National Labor Relations Act which affect collective bargaining. The first is Section 7, which gives employees the right to organize and to select representatives for the purpose of collective bargaining. The other is Section 8, which establishes as an unfair labor practice company interference with this right. As one of the five unfair labor practices included, Section 8 specifically states that it is an unfair labor practice for an employer to refuse to bargain with the representatives of his employees. According to various decisions of the Board, which have been upheld in the circuit courts, this also requires that the employer show good faith by serious intent to adjust differences and to reach an agreement. To do this, it has been deemed necessary for him to have an open mind and be willing to examine employee demands and to make counter proposals.

The basic pattern of collective bargaining is thus set forth by law and both the employers and the employees must act accord-

ingly. While appearing to be simple on the surface, collective bargaining is actually a complicated and difficult process which must be thoroughly understood in order to insure the proper end results. It is not an end in itself, but merely one step in the establishment of sound employer-employee relationships under conditions of unionization. It should be noted that there have been instances where collective bargaining was carried on without the presence of unions. This has been particularly true where employees have banded together without forming or joining a union.

The steps in the establishment of sound employer-employee relationships under unionization are as follows:

1. Organization of employees and designation of bargaining agent.
2. Collective bargaining.
3. Compilation of labor agreement.
4. Day-to-day relationships between company and employees.

A definition of collective bargaining will help to clarify the thoughts of those who have had little experience with the process. For the purposes of this book, it may be defined as follows:

Collective bargaining is the process by which representatives of a company and of its employees discuss and negotiate the various phases of their relationships with a view to arriving at a mutually acceptable labor agreement.

This definition incorporates the National Labor Relations Board's interpretation of the requirements for sound collective bargaining.

Areas of Collective Bargaining

Collective bargaining has been carried on over various areas. The area used in each case may be determined by the company, by the union, or by both. Much will depend upon the past practices of the company, the union, and the industry in question. However, trends toward a given method of bargaining may be strong enough to offset prevailing or past practices.

These areas have been developed and adopted by the bargaining parties for the following reasons:

1. To develop ease of handling.
2. To establish uniformity of conditions of employment.
3. To increase economic strength.
4. To secure better control of plant operations.

Single-Plant Bargaining

The most widely used area of bargaining is that within a single plant, whether it be the only facility operated by a company or one of several facilities. Under this method, known as single-plant collective bargaining, representatives of the company and of the employees carry on collective bargaining. All dealings are local and concern the individual plant primarily. This method is most adaptable when the employees of a plant organize and form their own union or their own local of a national or international union.

The method may be modified when the local union, representing the employees, is a member of a powerful national or international union. The latter, the parent organization, may desire to establish minimum or standard working conditions throughout the industry or among its membership, and therefore may dictate that minimum for incorporation into the agreement in the local situation. In such an instance, single-plant bargaining takes on certain aspects of industry-wide or area-wide bargaining, particularly when a craft union, the membership of which is restricted to individuals possessing a specific skill, is the bargaining agent. In such a case, the union may establish the bargaining points for the craft as a whole, and the individual plant is required to comply with the conditions being established for all similar plants.

Another modification of single-plant bargaining occurs when there is more than one union representing the employees of the plant. When such a situation prevails, this method of bargaining may be used separately with each of the unions involved. However, for the convenience of having only one labor agreement in operation in the plant, arrangements may be made by the company to have the various unions bargain as a combined unit. Such joint bargaining may be advantageous to the company in that it helps to achieve uniform labor conditions. It also eliminates the possibilities of the company's being faced with concentrated actions by an individual union on various clauses and then a request by the other unions for extending the benefits to their members. Also, the unions gain greater economic strength from the joint bargaining.

Company-wide Bargaining

When a company has a number of plants, the employer or the union representing the employees may desire to bargain on a company-wide basis. This may be done by negotiating either a master agreement of a broad nature, with specific additions to be

added at the individual plants, or by an over-all, all-inclusive agreement. The choice depends to a great extent upon the type of union concerned and the similarity of conditions between the plants.

Representation in this type of bargaining usually is on a higher level or has greater authority than in single-plant bargaining. In other words, the employer's representatives are usually the so-called "main" or "home office" men, and the union is represented either from a regional or a national level. Frequently, however, representation from each of the plants is included in the bargaining committee, either as participants or as observers. This is true not only of the union's representation, but also of the company's.

One of the prime weaknesses of this type of bargaining is the tendency to remove it too far from the actual operating area, which makes it difficult to allow for individual differences and variations in the plants, such as existing practices and methods of operation. (These variations are described in greater detail in Chapter Six.) When a broad master agreement, rather than an over-all, all-inclusive agreement, is negotiated, this weakness is overcome to a great extent but not entirely, because conditions in any specific plant may make it undesirable to put into operation certain of the basic minimum clauses set forth. Only a study of the actual conditions in each plant and the reasons for their existence will enable the parties to determine whether or not this form of bargaining is practicable.

Another handicap to company-wide bargaining may be the existence of two or more unrelated unions as the bargaining agents in the various plants of the company. These unions may be affiliated with different internationals or with different federations, or they may be unaffiliated. Before it is possible to use company-wide bargaining in such a situation, agreement is necessary among the various unions involved to negotiate one over-all agreement. However, it is possible to bargain on a company-wide basis with all related unions and on a plant-wide basis with the unrelated ones.

In certain cases, joint bargaining may prove to be desirable from the company's operating viewpoint, as well as in the interest of the unions concerned. Such joint bargaining helps to achieve uniform labor conditions, permits only one series of negotiating sessions, and gives the unions greater economic strength. It also eliminates the possibility of the company's being faced with concentrated actions by individual locals on different clauses and then the request by the others for extending the benefits to their members.

Industry-wide Bargaining

In numerous industries, representatives of the companies in the industry and of the union bargain on an industry-wide basis. The companies may be represented by a negotiating committee consisting of all or a select number of their representatives or by a trade association or some similar organization. The unions, on the other hand, in addition to a similar committee of all or a select number of their representatives, may be represented by their national or international officers.

The parties may negotiate a master agreement of a broad nature, with specific items to be added at the individual plants, or an over-all, all-inclusive agreement. The factors determining this choice depend considerably on the union involved and the homogeneity of the industry. In the case of the United Mine Workers, which encompasses the mining industry, an over-all, all-inclusive agreement is required because of the union's desire to stabilize labor conditions. For others, like The United Automobile Workers, C.I.O., or The International Association of Machinists, both of which have organized in more than one industry in which the companies are highly individualistic, an agreement covering only the basic clauses may be satisfactory, leaving the specific variable points to be settled on the company or plant level. Varying conditions in the different companies may also affect the type of agreement to be negotiated. Since unions have a more common interest among themselves than exists among companies, they have generally sponsored industry-wide bargaining. In some cases, the national unions themselves are more powerful than the locals or the individual members, and, therefore, they foster this type of bargaining. On the other hand, most employers are reluctant to subordinate their own thoughts, ideals, and philosophies to that of a group. They tend to feel that their employee relations are as much a vital part of their operations as are their manufacturing methods, and they seek to keep these relations secret. Also, many employers object to the disclosure of certain basic manufacturing and cost data necessary to the preparation and negotiation of an industry-wide labor agreement. Most of them fear the tremendous strength that the union will gain from the consolidation of their forces to bargain for all the employees in the industry.

However, industry-wide collective bargaining has been indirectly fostered by employers. When a company is organized and, during negotiations or afterward, signs a labor agreement with a union, it

frequently requests that the union organize the company's competitors in the same industry. The reason given is that the new company may be placed in a poor competitive position if its competitors do not give their employees wages and working conditions at least equal to those which the new company has agreed upon with the union. Thus, when the union succeeds in organizing a majority of the company's competitors, it argues that industry-wide bargaining will tend to stabilize conditions of employment for all employees, thereby giving no company an advantage over any of the others in such matters. Realization of this factor in those industries where labor costs are relatively high has made many companies actively encourage industry-wide bargaining. They understand the importance of eliminating a chaotic competitive situation by stabilizing wages and working conditions.

Although this reasoning may be correct in certain industries, it fails to take into consideration basic differences or variations that may exist between companies in other industries. Variations, which are weaknesses in company-wide bargaining, are probably more noticeable and more important in industry-wide bargaining. It is more likely that basic labor policies and practices will differ between companies than between plants of the same company. Area practices are likely to differ, especially when the companies are scattered over different areas. However, the negotiating of a broad master agreement rather than a specific all-inclusive one may serve to overcome many of the disadvantages arising from the variations between companies and plants in an industry.

Unions have often found it easier and better to negotiate one over-all agreement than to bargain individually with each of the companies to be covered. Both sides have found a certain advantage in the strength achieved by unity of action. On the other hand, many negotiators feel that the important personal element is lacking and that the negotiations become too impersonal and lack human warmth. The confidence, understanding, and trust that are derived from bargaining between two parties who will carry out the provisions of an agreement are wasted because the negotiators are usually too far removed from the operating levels. These factors may be recovered, however, in the everyday relationships of the two groups at the plant or company level.

Industry-wide bargaining becomes difficult when not all the companies in the industry are represented or when different unions have been designated as the employees' representatives in the vari-

ous companies in the industry. These handicaps prove too much for most attempts at industry-wide bargaining, but they have not served to eliminate the possibilities. In actual practice, industry-wide bargaining is carried on separately with more than one union in an industry, as, for example, the glass industry, which negotiates with two national groups. In the coal mining industry, not all producers are represented in the industry-wide negotiations. In fact, in this industry a second union, other than the United Mine Workers, represents and bargains for the employees in many of the mines. Each industry must determine for itself whether or not bargaining on an industry-wide basis would be advantageous.

Area-wide Bargaining

Although not carried on to any great extent, area-wide bargaining is another method worth mentioning. This type of bargaining results when a group of employers in a particular geographical area unite to negotiate with one or a group of unions, or vice versa.

Area-wide bargaining has been used primarily within an industry, such as stevedoring, and often covers only that part of the industry within a given area. In New York City, for example, there are a large number of employers in different industries who bargain collectively either as a group or through their local trade associations with the unions covering their industries. This is similar to industry-wide bargaining except that the variations between companies due to area differences are thus minimized and the labor market in the area is maintained on a uniform level. It might be well to note that most of the unions engaged in this method of bargaining cover skilled craftsmen.

Area-wide bargaining tends to establish minimum conditions for the workers within the area, thus stabilizing their working conditions. It also helps to limit wage competition for the available labor supply among the various companies represented

Multi-Union Bargaining

This discussion of various methods of collective bargaining has been based upon negotiating with a single union in the usual situation in most companies and industries. However, it was noted that frequently there are two or more unions to be bargained with. When such a situation exists, the company's tasks are increased.

A company may have to contend with more than one union as the bargaining agents for its employees. Each union would bar-

gain for a special group, commonly called the *bargaining unit.* This situation might result from the presence of one or more recognized crafts in addition to the rank-and-file employees. The organization, in separate unions, of the production, office, technical, and even supervisory employees would result in the creation of more than one union in a plant or a company.

The various methods of bargaining are not affected by the existence of more than one union, however, because negotiations are usually carried on separately and independently with each one of the unions. It merely becomes a matter of repeating the bargaining process with a number of groups, each with special considerations and problems. The situation changes when two or more of these separate unions combine for the purpose of bargaining. This happens frequently where related craft unions have obtained bargaining rights, i.e., the metal trades unions of the American Federation of Labor. However, many unrelated unions have joined forces to negotiate jointly with the management in an individual company, as well as in multi-company set-ups.

Joint bargaining of more than one union, whether the unions are related or not, may be extremely desirable in any of the methods of bargaining. In addition to increasing the strength of the unions, it also permits them to select the best negotiators from among their combined memberships. The company or companies are offered the opportunity of concentrating their efforts on only one negotiation, thus saving valuable time and assuring uniform conditions for the employees covered.

Some unions oppose joint bargaining, preferring to take whatever they can get by themselves and then attempting to obtain any additional benefits that might be achieved by the other unions. In fact, a number of unions, although outwardly bargaining individually, may have joined forces behind the scenes to obtain greater concessions from management in much the same manner. Each will agree to concentrate on one or more different provisions and then to request that they be granted the same benefits achieved by the others. Thereby the individual unions may be able to obtain more from management than they could have done individually or through regular joint bargaining.

In order to take advantage of such situations and also to protect their membership, many unions have demanded incorporation in the labor agreement of a clause setting forth its relationship to other agreements made by the company with any other unions in

the same plant, company, industry, or area. This clause may call for the reopening of the agreement whenever any other unions receive greater benefits, or it may prohibit certain clauses or items from being included in other agreements. Such a clause might be called a "mutual union relationship" clause, particularly if each of the unions in the company demands the inclusion of it in its particular agreement.

Method of Approach

This book will serve as a practical guide to those who will have any dealings with or interest in labor relations and, particularly, collective bargaining. It furnishes a step-by-step procedure for carrying out the practice of collective bargaining. The material will help the reader to become familiar with the proper preparatory thinking, the procedure to be followed in bargaining sessions, and the data upon which bargaining is carried on, including specific questions that arise in negotiating the clauses that form a labor agreement.

The information is set forth not only to serve as a guide or a manual, but also to assist management and labor in formulating the proper attitudes toward each other, so that they may develop the best approach to a company's labor relations.

Throughout the book, the term *plant* will be used to designate not only the factory but any place of business. The words, *the office, the store, the docks, the piers, the yards,* and so on, can always be interchanged for *the plant.* The data presented are as applicable to these as they are to the factory. The only differences that might arise would be confined to particular types of business and would be the variations that are discussed in Chapter Six.

Collective bargaining is being carried on everywhere in business, in government, and even in the professions. The basic information concerning this subject is the same, regardless of where negotiations take place. Through careful consideration and thought on the material presented, much value can be obtained by those interested in collective bargaining.

CHAPTER TWO

ATTITUDES TOWARD COLLECTIVE BARGAINING

THERE are many conflicting attitudes or philosophies on collective bargaining. Some of these philosophies are frequently the result of fear, which stems largely from lack of knowledge of the true situation. Many employers are prone either to agree or to disagree with everything requested by the union because they do not understand the real functions and aims of the union, and they believe that by taking such extreme action they can prevent further trouble. Such reasoning on the part of management is generally just as unfounded as that of unions that take similar attitudes to offset or to overcome the opposition that they suspect will inevitably come from the company.

The attitudes or philosophies of many negotiators, from companies as well as unions, are based largely on their beliefs of the fundamental reasons for unions. Some company representatives believe that collective bargaining is a one-sided affair, with the company doing all the giving and the union all the receiving. With this basic concept governing their thoughts, they are inclined to follow a militant type of philosophy. On the other hand, some union representatives believe that employees are rightfully entitled to more than companies are willing to give and they, too, assume a militant attitude. Actually, collective bargaining philosophies are conditioned by the working relationships or experiences between the two parties. Reduced to simple terminology, collective bargaining may be considered a two-sided arrangement in which the union offers the time and skill of the employees to the company in exchange for certain benefits for the employees.

On numerous occasions, conditions underlying the existing situa-

tion or the negotiations cause either or both parties to adopt practices other than those in line with their real philosophies. However, in general, if one party has a philosophy that is proper and sound, the other party should be sold on the desirability of adopting it. It is better to retain and to attempt to sell a coöperative attitude than to meet a militant attitude by adopting a more militant one. However, in certain cases, in order to cope with the tactics employed by one party, it may be necessary for the other to reciprocate with similar actions.

Militant Attitude

One of the first philosophies adopted by both employers and unions was one based on conflict. This militant attitude was due to their lack of prior dealings and their opposition to each other because of their failure to recognize mutual interests in bargaining. In the organizational stages of a union, some companies have used pressure, and even violence, to prevent or destroy the union. This creates a retaliatory attitude among the union leaders that manifests itself in the negotiations. Management's objections and irritations at having to bargain with any union also creates this attitude.

The militant philosophy is characterized by an almost fanatical desire on the part of one or both parties to destroy the other. Unreasonable demands are made and a hostile, antagonistic attitude is constantly maintained. There is no real attempt at collective bargaining. Actually, there is open conflict, with no holds barred. All possible means of opposition are developed and put into operation. The one thought behind this attitude is to obtain all that can be gotten and to concede nothing in return.

This philosophy is present in many first attempts at collective bargaining and wherever there is an anti-union or anti-management attitude present. It may vary in its degree of intensity, depending upon the parties and their knowledge of each other. The militant attitude is mitigated and modified only through actual experiences and by sincere confidence shown by one or both parties.

Because of the unreasonable demands usually made by the parties following a militant philosophy, this attitude has been frequently called "blue-sky bargaining." The demands made by either or both parties are so ridiculous that many negotiators have remarked that the possessors of this philosophy might just as well be asking for the blue sky. The fact that the demands made are

out of proportion to any reasonable thinking makes this philosophy actually disadvantageous to the negotiators. Those on the receiving end are unable to bargain properly, thus destroying the possible values of collective bargaining.

Militant negotiators actually create insurmountable difficulties for themselves by selling their group (the employees by the union negotiators or top management by the company negotiators) on a stand or position that conceivably cannot be maintained or achieved. The parties to this type of collective bargaining will either have to settle their dispute between themselves by accepting much less than they originally set out to achieve, or else they must rely on intercession of an impartial third party to help them to settle it. In the latter case, the third party usually will not accept any unreasonable positions by either side and will recommend or order a settlement involving far less than that desired by the militant group. Thus, the militant negotiators may lose face with their own groups and may lose position and power. Therefore, they will have failed to achieve their objective by this philosophy.

It must be recognized that, in some cases, one side may be forced to adopt a militant attitude to offset a similar one on the part of the other. When this is true, the prime objective should be the elimination or offsetting of the militant attitude of the other party. An attempt to carry such a philosophy beyond this point may well result in the disadvantages described above. For the ultimate benefit of both groups, the militant attitude should only be adopted to force a militant group to change from this philosophy to a more reasonable and realistic one.

Horse-Trading Attitude

The most common philosophy is that known as horse-trading—the so-called "bargaining attitude," something for something. The majority of negotiators operate with this philosophy in mind. They are prepared to trade one demand for another—perhaps the elimination of, or the modification of, an undesirable clause as well as an exchange of clauses. In other words, one party would agree to eliminate, modify, or insert a clause in the agreement if the other party agreed to eliminate, modify, or insert another clause.

Such a philosophy is, in reality, a middle-ground thinking. The degree of influence of the extremes determines the actual operation of this trading. If the parties have a leaning toward the militant philosophy, they will horse-trade with the idea of getting as much

as possible for as little as possible. They will attempt to outsmart the other negotiators to gain their points, which may result in one or both parties' actually completing negotiations with a feeling of dissatisfaction—either from having given too much or from not having obtained as much as desired. On the other hand, if the parties lean toward the coöperative philosophy, they will horse-trade with the thought of making the final agreement as practical as possible. There will be attempts to offset that which is considered undesirable with clauses that are desirable. This tendency will emerge when mutual confidence is built up between the two parties through actual experiences in dealing with each other.

Generally, the horse-trading attitude is based upon emotions and the "survival of the fittest" principle. It usually puts a premium on strength and deceit, both of which may prove detrimental to good employer-employee relations.

Coöperative Attitude

When there is complete confidence and trust between the union and the company, the third attitude toward collective bargaining—the philosophy of coöperation—can become a reality. It is bargaining by the factual method.

The prevalence of this philosophy assures both parties that the final agreement will be to their mutual advantage. All clauses are discussed on a factual basis and are analyzed as to their values to the operation of the company and to the employees. Each party seeks to improve its own position by improving that of the other. Actually, they are putting into practice the law of reciprocal action, which insures both parties that the good done for one will result in good for the other.

The coöperative attitude is based on the thought that a company's continued prosperity results in good conditions for its employees and that satisfied employees are to a large degree instrumental in the company's continued prosperity. The acceptance of the principle of mutual dependence or law of reciprocal action, plus continued demonstrations of practicing this attitude, is essential to coöperative bargaining. The company, the union, and the employees will benefit from the agreement that results from such negotiations. The relationships between the parties are strengthened and mutual confidence is increased. Selfishness is at an irreducible minimum, unless it is considered selfish to allow others to gain advantages that will, in turn, result in additional advantages

to be gained by the first party. This, in reality, is the Golden Rule, which states, "Do unto others as you would have others do unto you."

The bargaining that takes place when this philosophy is present is an exchange of thinking, facts, data, and ideas. There is no antagonism and no thought of gaining something by giving up or exchanging something else. Clauses or points are accepted and included in the final agreement only if both parties agree that they will be practicable and mutually beneficial. This type of bargaining is usually achieved only after the parties have undergone the experience of negotiating with each other on the basis of other philosophies and have acquired sufficient mutual confidence and trust. In view of the fact that the existing agreement will probably contain many points and clauses arrived at on the basis of the other attitudes, much of coöperative bargaining will center upon improving this agreement by modifying, eliminating, or adding clauses wherever necessary to insure a more mutually desirable agreement.

Defeatist Attitude

The coöperative attitude must not be confused with the rarely used defeatist philosophy. This latter attitude prevails whenever one party feels that the other is too strong to fight. Rather than cause any trouble, the first party willingly agrees to the demands of the second. The preliminary agreement presented by the stronger party is approved in such cases without proper consideration of the possible harmful effects on either the company or the employees.

A defeatist attitude is prevalent among smaller companies that are organized by large unions. Their fear of the union's strength and the probable repercussions if they refuse to agree to all demands of the union instill this attitude in them. In such instances, there may be no other alternative that can be adopted by the companies because of their weak positions. On many occasions, this may not be disadvantageous to a company because the agreement that it is usually offered will be similar to that in operation among its competitors. To overcome a situation in which it is forced to accept the union's demands, a company might join with competitors in forming an industrial group of equal bargaining power. Only when this is done can it adopt another bargaining philosophy.

Various groups of employees, particularly when newly organized

into independent unions, have also negotiated with companies on the basis of a defeatist attitude, which might be caused by their fear of the economic strength of the company or by their desire merely to gain a foothold by the first agreement.

Acceptance Attitude

The acceptance attitude combines some of the features of both the coöperative and the defeatist philosophies. When management recognizes the value of a union in its particular situation, the company may show a willingness to agree to certain conditions demanded by the union. Since all these conditions may not be mutually advantageous, the attitude may not be one of coöperation. On the other hand, this attitude is not based solely on the thought that acceptance of the conditions is inevitable. In fact, this philosophy does not preclude a militant or horse-trading attitude on certain specific issues.

The willingness to accept or agree to certain conditions or clauses may also result from the knowledge by the company that the costs of the item agreed upon can be passed on to its customers. Such a situation is particularly true of the building trades, where increased costs of labor are figured into estimates for new jobs and thus paid for by the customers.

In practice, management may be opposed to the unions, but, realizing their good or the fact that costs can be passed on, management may be willing to accept conditions as they are without fighting or bargaining. This acceptance philosophy differs from the defeatist philosophy primarily because these realizations are substituted for fear.

CHAPTER THREE

OBJECTIVES OF A LABOR AGREEMENT

THE sound approach to collective bargaining requires that both parties, the employer and the employees, first give major consideration to the establishment of objectives or aims of the labor agreement. These objectives or aims are the focal points around which the parties should concentrate their efforts and their thoughts. In order to negotiate an agreement properly, both sides must know first what they want to achieve by or through the agreement.

It is difficult for any individual to negotiate with representatives from either the employer or the employees unless he has given consideration to the objectives or aims he wants to achieve. If there is no ultimate general goal, all efforts may counteract one another. For example, certain clauses may be included in the final agreement that will be injurious to the proper relationships between the parties. The fact that one or more objectives are established in advance precludes such an occurrence, because the objectives can be used as measures against which each clause can be checked. Only those clauses in harmony with the adopted objectives should be considered for incorporation into the final agreement.

The essential nature of the establishment of objectives cannot be underestimated. If both parties could agree or clarify between themselves in advance what they expected to achieve by the labor agreement, much bickering, squabbling, and arguing would be unnecessary. Antagonism in bargaining usually is present when the parties fail to agree on the objective to be achieved by the negotiations. Conflicting views and desires often result in open dispute. An agreement on the over-all aims or objectives tends to

create better feeling and understanding. It also permits the representatives of employer and employees to concentrate their efforts on incorporating in the labor agreement only those points that will result in the achievement of the established objectives.

The objectives commonly set forth in labor agreements are varied in wording and thought. They can be combined for purposes of analysis, however, into the following six:

1. To establish the framework of the rules and regulations for everyday employer-employee relationships.
2. To stabilize labor relations within the company for a specified period of time.
3. To promote or continue the harmonious and coöperative relationships between the employer and the employees.
4. To set forth the rights and responsibilities of the company, the union, and the employees.
5. To establish the terms and conditions of employment for the employees.
6. To improve the industrial and economic relationships of the company and of the employees.

These objectives can readily be used as guides in determining the content that must be incorporated into the labor agreement. One or more of them may be set forth and agreed upon between the parties. However, an analysis of each objective may serve to stimulate the thinking of both parties, even though not all of these objectives may be adopted.

Framework of Rules and Regulations

The first objective mentioned above recognizes that a labor agreement is merely the framework for everyday working relationships. As such, the agreement should set only the rules and regulations under which both parties should operate in relation to each other. The main bargaining, according to this thinking, is carried on daily and is not consummated once a year or at other regular intervals.

Such a philosophy is sound, because in employer-employee relationships the dealings are with the human element, which is elusive and, to a great extent, difficult to understand. Many events will occur during a year that could not be foreseen and, therefore, could not be given any advance consideration. This is particularly true of individual personal grievances, which arise from

far too many causes, but all of which must be properly handled for satisfactory employer-employee relationships.

If this first objective was adopted, the parties would have to spend little time on the usual details that are incorporated in most labor agreements. The principal features of a labor agreement with this objective would be the grievance procedure, wages, and working time. All other phases would be principally evolved during the ensuing term of the agreement.

Although this objective may be important, it is, nevertheless, only a part of the total picture. Many negotiators still prefer to settle all major issues and to cover in the agreement all normal occurrences at the time of negotiations, so that both the company and the union may be provided with definitely fixed provisions to govern regular operations. They then set up the framework of rules and regulations to cover the usual and exceptional cases only.

Stabilization of Labor Relations

The second objective can be considered the basic one. If the negotiators are bargaining in good faith, they will want primarily the stabilization of labor relations within the company as the result of their agreement. The negotiating parties meet and consider a labor agreement principally to achieve this stabilization. Agreeing to certain conditions in writing tends to stabilize relationships between the parties to the agreement. However, it must be remembered that a labor agreement may be unstabilizing if its contents are not the result of true collective bargaining.

Promotion of Harmonious and Coöperative Relationships

Many labor agreements have been negotiated with the third objective as the guiding principle. This has been particularly true when the employer-employee relationships have been harmonious and coöperative over a long period. In such cases, whether or not a union had previously existed, the parties would desire to continue such relationships. Where this is true, the labor agreement will contain all the plans, policies, and procedures that were in existence. It could be either voluminous, by including the details of existing policies, or brief, by merely referring to the existing policies and making them part of the agreement.

When relationships have not been harmonious or coöperative,

the parties could agree to have the labor agreement promote such relationships. This may be particularly true wherever the parties are meeting for the first time for collective bargaining. Beneficial results can be achieved through the adoption of this objective, especially when the relationships have not been harmonious.

Rights and Responsibilities of the Parties

One of the most recent of the objectives has been that of setting forth the rights and responsibilities of the company, the union, and the employees. Although it has been an adjunct to the other objectives, it should not be considered as a secondary or minor one. It is as important to agree upon the union's and the employees' rights and responsibilities as upon the company's.

Although this fourth objective is frequently occasioned by a feeling of distrust between the parties, it can readily be agreed upon in order to clarify the position of each party to the agreement. The clarification could be achieved by the inclusion of clauses informing each party of what it can expect of the other. This objective would require a procedure for settling differences of opinion or any disputes.

Establishment of the Terms and Conditions of Employment

From the employees' point of view, one of the main objectives for a labor agreement is the fifth on the above list. The establishment of the terms and conditions of employment for the employees in writing is one of the prime aims of the union. They may sacrifice much to achieve this goal.

From a company standpoint, this objective entails setting forth the various phases dealing with the employment, the work, and the progress of the employees. Occasionally, in first agreements, the actual operating practices in regard to the conditions of employment are incorporated with little or no changes. In subsequent renewals the parties will attempt to make modifications in the light of experience and prevailing practices.

Regardless of the aims of the parties, this objective is usually in operation during negotiations. The extent to which the terms and conditions of employment are incorporated in the agreement when this objective is not agreed upon varies with the bargaining strength and the sincerity of the parties. Few agreements have been consummated without reference to these conditions.

Improvement of Industrial and Economic Relationships

As the strength of both parties equalizes and their sincere desire to coöperate becomes a reality, there is an increased tendency for them to adopt the sixth objective. Only when both negotiators are interested in the welfare of each other will they set out to make their labor agreement improve the industrial and economic relationships of the company and of the employees.

This last objective recognizes that the company and the employees both can benefit from a good labor agreement. The parties thus set as their aim the task of incorporating into the agreement those clauses that will be mutually beneficial. There can be no attempt of either one to capitalize on the other's misfortunes or to make unreasonable unilateral demands.

When the bargaining representatives of the company and of the employees agree on sound objectives, they are at least making a start toward satisfactory collective bargaining. They will have set a goal upon which they can concentrate their efforts.

CHAPTER FOUR

THE NEGOTIATORS

ONE of the big questions in collective bargaining confronting both the company and the union is that of the negotiators. Wide differences of opinion and practice exist as to the number and make-up of the bargaining representatives for each side. The arguments advanced by the exponents of each view have merit, and the final decision on the selection must rest with management on one side and the union on the other.

Because of the importance of the labor agreement, it is essential that the negotiators, or at least one on each side, be thoroughly familiar with conditions as they exist within the bargaining unit. The representatives should have knowledge not only of what takes place during the working day but the reasons for these occurrences. It is extremely valuable to have as negotiators men who will actually administer the workings of the final agreement. They not only will know what transpires in the plant but will be interested in what clauses are incorporated into the agreement. The experience gained by them through the bargaining sessions will be helpful for their proper administration of good employer-employee relationships. The utilization of this group as negotiators will insure that there will always be someone sufficiently acquainted with what takes place on the job to enlighten the other participants whenever a question arises. It will also be helpful in formulating a workable and practical agreement.

In addition to knowledge of what takes place, the negotiators should have stature commensurate with the importance of the task of bargaining collectively. It is proper for the company to have at least one of its top operating men and for the union to have at least one of its top national or local officials representing

their respective groups. Usually it is also wise for management to have the negotiations handled by someone below the rank of president of the company, unless the national president of the union is to handle the union's side personally. Equal status of the representatives tends to keep the negotiations on a common level. This would be the case if the negotiating group consisted primarily of those who would be responsible for the carrying out of everyday relationships. The management group would consist of the operating heads—superintendents and their equals. The union would be represented by the head stewards, their grievance committee, or some similar group. If these men were selected as the negotiators, it would be possible for them to reap the benefits of an integration of thinking that would carry over into the actual operation of the agreement. Such integration would result from the joint discussions that would be carried on during negotiations.

The effectiveness of the negotiators' work will depend to a considerable degree upon their possessing the authority to consummate the agreement without the necessity of obtaining the approval of top management or of the entire union membership. It becomes exceedingly difficult to negotiate and reach an understanding on clauses during these bargaining sessions when settlement must await final approval of absentee parties. The time consumed in reaching a satisfactory settlement is greatly increased. The negotiators in such cases become mere puppets or messengers for the real bargainers. Only when the negotiators are empowered to conclude a binding agreement can they obtain real results in a short time. The possession of the authority also fixes the responsibility, and the end results—actual operating conditions—may thus be improved.

Number of Negotiators

The number of negotiators to represent each side has no great importance except that too large a group might tend to become unwieldy. However, if one individual or a relatively small number are selected as the spokesmen for each party and they do the negotiating, the number of negotiators may be as large as the meeting room will accommodate.

Unions frequently prefer to have large representation because this serves to assure the membership that their representatives will not be in collusion with the company. It also helps the union to sell the final contract to the employees. Large groups prove of

no disadvantage unless some of them, after the group has decided to make certain unreasonable demands, prevent their negotiators from changing their stand and agreeing to a fair solution or counterproposal.

On numerous occasions either or both parties have had only a single spokesman to do their negotiating. From the company's point of view this may be desirable because of the necessity of minimizing the amount of valuable time their operating personnel might be required to spend during negotiations. The use of the single company negotiator is also helpful when the parties negotiate for the first time. He serves as a buffer between the operating management and the employee representatives. In some cases, the company attorney or legal counsel will best fill this need. Many companies and unions use a lawyer, primarily because they feel that collective bargaining is often technical and legalistic. Such is not the case in practice. In fact, it is essential that the resulting labor agreement should not be technical or legalistic. Some lawyers, because of lack of knowledge, treat negotiating as a legal matter, but a labor agreement is vastly different from a legal contract.

When the single negotiator is used, frequent private conferences among the representatives of each side are necessary to gain the benefits of group thinking. This practice may be advantageous because it gives the two parties opportunities to call recesses whenever the situation demands. It must be remembered that the same results can also be obtained through the use of an advisor. The latter course may be more profitable because of the experience gained by the negotiators through the knowledge and aid of the advisor. To be of greatest value, the advisor must be both experienced in negotiating and interested in the welfare of the parties.

Negotiating a labor agreement is an art which is as individual as the person who does it. Two representatives usually possess two different methods and philosophies of conducting negotiations. With either the company or the union represented by persons with differing approaches, various strategies may be lost through dual control of the discussion. Although it is of great benefit for the parties to be represented principally by an experienced single negotiator, with a number of non-participating representatives also present, the values of the integration of the thinking of the group gained through actual participation may be greater. However, it must be remembered that it is easier for a single negotiator to plan and properly carry out the objectives agreed

upon and to obtain a mutually advantageous labor agreement than it is for a group. The final decision in this matter must rest with the problems of each individual situation.

There are many points in the art of collective bargaining that a negotiator should know and practice. These are usually obtained only through actual experience and vary according to the ability and personality of the individual negotiator. It may be helpful for the negotiator to study these points, or hints, and to give serious consideration to putting into practice those that he feels he can use. Modifications may have to be made to meet particular situations, but in general the following hints will be found effective.

Principle of Good Faith

One of the first hints to any negotiator is recognition of the principle of good faith. This mental state will do more to insure the success of collective bargaining than any other point. Recognition of the principle of not attempting to gain unfair advantage over the other side will provide the negotiations with the confidence that is required if a successful labor agreement is to be consummated.

Although at first glance this principle does not appear important, the entire future of everyday employee relationships is dependent upon it. The continued confidence and trust vitally needed in the daily dealings between the company and the union are strengthened by the adherence of the negotiators to this principle.

If the union is on the receiving end of a bad bargain because of the company's taking advantage of union representatives when the opportunity presented itself, the union will lose confidence in management, and its membership—the employees—will become dissatisfied. Such dissatisfaction may result in decreased production, increased turnover, and poor morale; indeed, there will not even be the semblance of industrial peace. There is always a way out for discontented workers and union officials, and thus the contract that may appear to be advantageous to the company may turn out to be distinctly disadvantageous.

Understanding the Other Party

In addition to recognizing and practicing the principle of good faith, a negotiator should also know and understand the opposing negotiators. Like himself, the other negotiators have their points of view, which are conditioned by the interests of the group they

represent. The views of these other negotiators may be just as valid as his own.

Recognition of these views and the fact that to the other party they are as valid as his own will greatly aid the negotiator in reconciling any differences of opinion during negotiations. It will also assist him in the preparation of the arguments and data to be presented. He will compile this information in a manner permitting him to sell the others on the value of any clause or of the entire agreement. Such recognition by both parties will tend to assure the factual basis of bargaining rather than the emotional horse-trading basis, which puts a premium on strength and deceit and thus on the "survival of the fittest" principle.

It is also important for a negotiator to understand the abilities of the other negotiators and to know the extent of their authority to consummate the final agreement. If they have been given specific instructions as to what to demand and what to offer, it will probably do the negotiator little good to continue any lengthy arguments on these points. The other negotiators can be considered, not as the real negotiators, but merely as the vocal messengers of the true bargainers. This is also true when the negotiators do not have the authority to consummate the final agreement.

Where the negotiators have to obtain higher approval of the proposed agreement—for example, the union of its membership or the company representatives of the president or some other top executive—one bargaining party must first sell the other side on its viewpoints and then provide the other side with complete data and arguments that the latter can use in trying to obtain the required approval. Such a task is difficult, because the final authority is removed from the firing line of negotiations and can be stubborn and obstinate without having to overcome any direct and immediate opposition.

It is also important that, in such cases, the negotiators refrain from making any definite commitments until the necessary approval is obtained. When one party has the authority to complete the agreement and the other does not, it becomes almost impossible to reach any conclusions. The first party may be ready to conclude negotiations and sign the agreement, while the latter must hesitate because of lack of authority. The negotiator having the necessary authority is constantly in a position to agree to certain points but usually cannot receive reciprocal commitments on other points that he may seek to obtain or to modify. He may also find

himself stuck with particular points because of repudiation, by the higher authorities of the other party, of the agreements under which these points were presented. Thus, it can readily be seen that for best results the negotiators on both sides should have equal authority in bargaining.

Personalities

Another hint to the negotiators closely related to that of understanding the other negotiators is that of avoiding personalities. All too frequently collective bargaining sessions become a tangling of personalities. Negotiators must realize that the other side's representatives are following points of view in much the same manner as they are. There is no necessity for and excellent reasons against bringing personalities into the bargaining sessions.

True collective bargaining should concern itself only with facts. Personalities, if any, should be discussed in the abstract, and then only if they have a direct bearing upon the negotiations. The individual negotiators should not display any personal emotions or animosities toward each other. They all have a job to do, and they should realize that whatever position the others take, it is done in accordance with their side's point of view.

The personalizing of collective bargaining can be of real harm because of the resentments that are built up and usually continue long after the bargaining sessions are completed and the agreement executed. These personality clashes tend to make harmonious, everyday labor relations difficult to achieve. Confidence, which is essential in joint relationships, is destroyed.

Use of an Obstinate and Belligerent Negotiator

A favorite technique with many experienced negotiating committees is to designate one of their members to act as an obstinate and belligerent individual throughout the negotiations. This individual can then serve to control the group's actions during the negotiating sessions. He can object to any compromises that his fellow representatives might be willing to accept. He can press for the maximum demands put forth by his committee.

On many occasions this planned technique has caused one of the parties to appeal to the other negotiators for relief or for compromise. Thus, the other members of the committee have the opportunity to appear to be willing and coöperative negotiators.

Therefore, they may find themselves in an excellent position to secure approval of desirable clauses in the agreement more readily. In fact, there have been many situations in which the committee agreed to withdraw the obstinate and belligerent negotiator from the sessions in return for approval of specific clauses or compromised clauses.

In negotiations where the parties are meeting for the first time, such a technique serves as the means of fighting the other party without the committee's being considered as unreasonable. It also serves as the emotional outlet for the parties, without allowing personalities to be brought into the discussions. The onus for all the obstinate actions can always be attributed to one individual's rather than the group's thoughts. The same is true when personalities are brought into the picture by the same individual.

The introduction of the obstinate and belligerent negotiator is made at times to offset the feeling that the negotiators of one party are easily controlled by those of the other party. It serves to upset the "sure-thing" atmosphere that might otherwise prevail, thus making it possible for the parties to negotiate on a bilateral basis rather than a unilateral one.

Need for an Open Mind

During actual negotiations the negotiators should always try to be open-minded. They should be ready and willing to listen to all arguments and facts presented by the other parties. The merits of a particular point should be carefully weighed to ascertain the advantages and disadvantages to be gained by its adoption and incorporation in the final agreement.

Negotiations are accelerated and kept on a more factual basis when both parties are open-minded. This means not only a willingness to examine the facts but also an earnest desire to change points of view that may be proven incorrect. Much conflict and unnecessary arguing are avoided. It is the only correct attitude for negotiators who bargain with a view to arriving at a satisfactory settlement. Open-mindedness assures a more wholesome atmosphere at the bargaining table. Both sides will enlarge their vision and their knowledge, and the resulting agreement will be materially improved.

When the negotiators are open-minded, the stubborn or obstinate attitude that prevails at times will be avoided. The parties are

then in a position to concentrate on the task of negotiating a mutually satisfactory agreement rather than of offsetting or overcoming unreasonable attitudes or demands.

Unreasonable Demands

It might be well to consider some of the methods used to meet unreasonable demands or attitudes on the part of one or more of the negotiators. Such a situation may be encountered, particularly when there is an anti-union or an anti-management attitude present. The following hints or suggestions may not apply in all cases, but if they are used properly in particular situations, one or more may prove effective:

1. Present facts and data proving the unreasonableness or incorrectness of the demand made or attitude taken. On many occasions one party—usually the union—makes what appear to be unreasonable demands. To their representatives these demands may seem reasonable because the union has not been able to obtain the necessary facts and data concerning the company's policies, practices, financial condition, and so on. Proper presentation of these data may cause the union to eliminate or modify those demands that are actually unreasonable.

2. Appeal to the individual's sense of fairness and justice. Frequently a negotiator may refuse to withdraw from a given position unless he is shown the unfairness of his stand. Most individuals can be favorably appealed to on a matter that can be shown to be unjust. If the individual's stand cannot be changed by this approach, it may be possible to influence him by directing this same appeal to the other members of his negotiating committee.

3. Imply publicity on the facts of the issue. Although this is not a desirable method because it violates the confidential nature of negotiations, it may nevertheless be necessary to secure a withdrawal from an unreasonable position. However, it must be remembered that care should be taken not to make it appear that a threat is being made. Threats serve to irritate rather than alleviate.

4. Make unreasonable counterdemands. This may merely serve to create an impasse sooner than otherwise, but, on the other hand, it frequently helps to point out the undesirability of any

one of the parties taking an unreasonable stand. Care must be taken to prevent such demands from becoming ridiculous and, therefore, indefensible if appealed to a third party.

5. Request higher union or management intervention. An approach frequently effective is to take the matter over the heads of the negotiators. The higher authority would be more inclined to reject and countermand an unreasonable stand and would be more objective in its approach to any point under dispute, particularly when an obstinate attitude is present.

6. Agree to disagree and go on with the discussion of other points; then rediscuss at a later period. Rather than prolong the discussion of a point on which one or both parties are stubborn and refuse to listen to reason, it may be advisable temporarily to stop the bargaining on the point involved and go on to another point. At a later time the unfinished point can be reintroduced and rediscussed. The lapse of time—a factor more fully discussed below under the topic "Use of Patience"—may be helpful in resolving many of the fixed attitudes. The more points on which both parties agree, the more the likelihood of unreasonable demands, previously presented, being modified or withdrawn.

7. Request a recess for a cooling-off period. At times it may be desirable to stop all discussion temporarily and to allow for a lapse of time for each side to reconsider its position on the impasse. A request for a recess is not improper during negotiations and may result in the benefits that will be further discussed below under "Use of Patience." This suggestion is similar to (6) except that it is a more complete and longer temporary stoppage.

8. Request impartial third-party intervention. A common last resort in overcoming unreasonable demands is to request the intervention of an impartial third party, which may take the form of a representative of either a governmental agency or a public group. The request may be to have this third party serve as conciliator, mediator, or arbitrator. The third party in the form of conciliator or mediator would be effective only in lending an impartial viewpoint toward resolving the unreasonable demand. The results of withdrawal or change of the unreasonable attitude may not be achieved through this type of impartial personage. The same might also be true of an arbitrator whose decision would not be binding on both parties. However, true collective bargaining should have no compulsion and, therefore, arbitration with com-

pulsory acceptance of the award might resolve the point under discussion but continue or intensify the resentment between the parties.

Whenever a request is made for an impartial third party, the best and most lasting results will probably be obtained if the outsider is to assist both parties in arriving at a mutually acceptable solution to the unresolved issue.

Use of Patience

Another important hint to the negotiators that has been referred to above is to make proper use of time. The ability to utilize patience is one that plays an important role in many bargaining sessions. The real value of patience lies in the fact that time has proven itself to be a great healer of troubles.

When the negotiating parties find themselves at loggerheads, it may be wise for them to be patient and permit time to elapse, during which the point at issue should not be discussed. The time might be spent in recess or may be used for discussion of other points. In any event, the passage of time may serve to mellow extreme viewpoints on a particular issue, and the parties may thus be enabled to arrive at a settlement. When the issue has been artificially created to effectuate a bargaining technique, the lapse of time may serve to destroy its value and result in a more realistic and factual approach.

Patience has often been called a virtue, perhaps because its use frequently results in avoiding overexcitement, heated arguments, and waste-making haste. There appears to be no need for the parties to become excited during negotiations. In fact, the emotionalism resulting from such excitement is extremely undesirable. It tends to destroy a rational approach, which is necessary to insure a mutually satisfactory agreement. The same emotionalism results from heated arguments. These also have a tendency to bring personalities into the discussion, which is harmful to good employer-employee relationships both during and after negotiations.

When the parties are patient and are not in a rush to complete the agreement as quickly as possible, they can spend time in analyzing and evaluating the various points discussed. They will not agree to things that are later found to be unworkable or undesirable. They will benefit through careful consideration and deliberation, and the integration process will be greatly enhanced.

Stalling Tactics

The use of patience in negotiations should not be confused with stalling tactics. Although both are delays, the latter is used by some negotiators to prevent the proper functioning of collective bargaining. For personal gain, one of the parties at the bargaining table might stall the negotiations by refusing to commit themselves as to their position or by using other similar delaying tactics.

Although the proper use of patience may tend to resolve some of the existing differences between the parties, stalling merely adds new hostilities and resentments to those already in existence. Negotiators resent deliberate delays that make them lose valuable time and unnecessarily prolong negotiations. These tactics are usually considered to be a sign of the lack of good faith They give rise to an unwholesome atmosphere in which proper collective bargaining cannot be carried on and an equitable agreement cannot be reached.

If long delays are required by circumstances, these delays should be fully explained to the representatives of the other side. The other party should be convinced that the postponements are being made for just reasons. Then delays would not be considered as mere stalling tactics.

Honesty and Sincerity

One of the prime requisites of good negotiators is that they be honest and sincere throughout the bargaining sessions. Mutual confidence will speed the progress of the sessions and will permit a greater measure of agreement. It will also be the foundation for good everyday employer-employee relationships, which depend largely upon mutual confidence and trust.

In all their dealings, the parties must display honesty not only in their viewpoints but also in the facts presented and the statements made. During the course of the negotiations, it will be found necessary at times to depend upon the word of an individual of one side or the other. This may occur frequently and may be of sufficient importance to affect the final agreement. If any of the statements made are found to be untrue or dishonest, the entire negotiations may break down and industrial strife may result.

The entire philosophy of good collective bargaining—particularly the factual method—is predicated upon honesty of both parties in their mutual dealings. Where honesty is not present one hundred

per cent of the time, distrust becomes the rule, and instead of negotiating on a friendly basis, the parties must connive to outsmart each other. The resulting agreement, if it ever takes place, is one that cannot be mutually advantageous and therefore settles nothing.

For the greatest effect, honesty should also be accompanied by sincerity. The latter has a valuable influence on the confidence one side will display toward the other. Negotiators who are sincere in their views and honest in their dealings are much more likely to win acceptance of their points than insincere, dishonest individuals.

Hidden Technicalities

Closely associated with honesty is the important hint to negotiators that they avoid hidden technicalities. It is possible in certain situations for various phrases to be incorporated in an agreement, the real intent of which is known only by one of the parties. Such phrases may be legal wordage or merely deliberate mispunctuation to change meanings. Such hidden technicalities are brought to light at future dates by the originating party for their own purposes. The results of such tactics are mutual distrust, conflict, and continual bickering.

Another form of hidden technicalities is the inclusion in the agreement of words that have double meanings and can be interpreted to mean something other than the apparent intent. This is possible because of the ambiguity of numerous words in the English language. It may also be the result of misinterpretation by one side of the meaning of words.

Hidden technicalities have often been resorted to by dishonest negotiators. Some intend to gain acceptance of their interpretations by an impartial third party whenever a dispute shall arise on the matter, whereas others use them to obtain some particular advantage in the future. Although both purposes have been achieved at various times, the ultimate results are not conducive to good employer-employee relationships. Strikes, lockouts, and all the disadvantages of industrial conflict have resulted from such occurrences in the past.

This unfair method of negotiating has little value. It is contradictory to the principle of good bargaining. The immediate advantages that may be gained by the originating party are greatly outweighed by the long-term disadvantages.

Although it appears that hidden technicalities are the result of the premeditated thoughts of one of the parties, occasionally the same results are achieved accidentally. Sometimes oversights by both parties later are discovered to mean something that neither side had intended. Sometimes, too, an overzealous lawyer, interested in giving his client the maximum protection, may actually change the meaning of an agreement in the final rewriting into legal phraseology. When such accidental situations arise, both parties should agree to a change back to their original intent. However, a change in wording may be complicated by the lapse of time, during which the original thoughts may have been forgotten. The situation could best be rectified by voiding all hidden technicalities and substituting mutually advantageous clauses.

Willingness to Abide by Agreement

It is important that negotiators do not agree to any clauses unless they are willing to abide by them. Frequently one of the parties either will get tired of continual discussion on a particular clause or will be anxious to have the agreement signed and therefore will agree to a certain clause, despite the fact that they do not intend to carry out the intent or purpose of the clause.

In the resulting situation, the accepting party will be discredited by its subsequent refusal to comply. Distrust will create unrest and ill feeling between the employees and the employer. Regardless of third-party enforcement, the party refusing to comply with the clause may find that the entire agreement may be voided by their action.

Negotiators would do better to refuse to accept an undesirable clause than to accept and later refuse to abide by it. The time to argue or discuss the merits and demerits of any clause is at the bargaining table. Much trouble may be avoided if the negotiators agree only to those clauses they are willing to abide by.

Concentrating on One Issue at a Time

Experienced union negotiators have been practicing with much success a plan of concentrating their efforts on one issue at a time, merely by making one major demand and many minor ones or by making a number of major demands with the thought of dropping all in favor of one. This plan at times is combined with similar plans of unions in the same plant, company, or industry. Each union concentrates on a different issue. Occasionally, a

union may independently attempt a plan of this nature, seeking agreement each year on another clause.

The purpose behind this bargaining technique is to make it difficult or unreasonable for management to refuse their demand. Companies may be more willing to agree to one demand, even when it is larger than that ordinarily requested, than to a series of demands.

This reasoning was used by many company negotiators, as well as those from the unions, during the existence of the National War Labor Board. It invariably was easier to obtain NWLB approval of various demands or requests if they were presented one at a time. No additional case was opened until the preceding one had met with approval of the Board.

In order to avoid the disadvantages of such techniques, negotiators must consider the entire agreement whenever they are discussing any one clause. Although it is advisable to bargain on one main issue at a time, no decision should be reached or agreed upon until the other main issues have been properly discussed. Either party may find itself burdened with an unsatisfactory clause unless the effects of each point to be agreed upon are weighed in relation to all the other clauses and the possible effects in the other agreements to be negotiated in the plant, the company, or the industry.

Remaining Firm on Points When Right

In addition to refusing to agree to any clause when they are not willing to abide by it later, the negotiators should also remain firm on any points whenever they are sure they are right in their decision. Such action may seem to be obstinate or stubborn, but it differs in that it is based upon facts and honest viewpoints that can be substantiated.

When horse-trading negotiations are practiced, it will be found necessary to maintain a firm stand on certain clauses. This becomes more important during factual negotiations, although it is applied infrequently during such bargaining sessions.

The negotiators should predetermine from the facts available on what points or clauses they cannot change their stands. However, they should continue to be open-minded to assure the correctness of their firm position. They must then attempt to convince the other side of the validity of their position. Patience must be counted upon whenever this stand is taken.

The workability of the final agreement will be determined largely

by the validity of such firm stands taken by negotiators from both sides. The management negotiators must adhere to those points that they believe to be necessary to successful operation of the business. On the other hand, the union negotiators must likewise remain firm on those clauses that are necessary for the protection and well-being of the employees. Where there is conflict between the two sides, it should be resolved through the bargaining process in such a manner that the correct position may be maintained.

The use and application of the various hints just discussed will serve to assure the proper type of collective bargaining. It will prolong mutual good will, coöperation, and friendship that will lead to the betterment of the position of both parties. Although every negotiating session is carried on under different circumstances, acceptance of the basic philosophies for sound relationships can help toward a successful conclusion.

CHAPTER FIVE

NEGOTIATING A LABOR AGREEMENT

THE actual process of negotiating the labor agreement is one that requires much thought and effort. Although there are different approaches to this matter of bargaining, all are basically similar. The variations that exist in practice are largely caused by the individual negotiators and by the peculiarities of the situation. Fundamentally, the steps in negotiating an agreement follow an established pattern.

Studies of Prevailing Practices

The preparation for negotiation of the agreement should get under way long before the bargaining parties actually meet. Even when no union and no agreement have existed, the planning for these negotiations should start long before a union is certified as the collective bargaining agent for the company's employees. Management should continually take inventory of the company's industrial relations practices. A compilation and study should be made of the company's operating procedures, rules, and policies for subsequent comparison with prevailing practices. Such a study, in addition to furnishing basic data for the proper preparation of negotiations, will serve as a basis for developing improved personnel procedures. During negotiations, it will also help to clarify possible conflicting opinions of the negotiators regarding existing company practices. When agreements are being renegotiated, this preliminary study need not be made, unless there had been no similar study made previously.

It is not sufficient to examine merely the company's personnel

Note: Much of the material in this chapter originally appeared as an article by Leonard J. Smith, "Common-Sense Collective Bargaining," in *Personnel,* Vol. 21, No. 3, Nov. 1944, pp. 162-165.

program. Thorough study and evaluation should be made of the employee-relations policies and practices prevailing in the area where the company is located, as well as of the labor agreements of neighboring concerns. This survey should be carried on both before the negotiating of an agreement and during the life of the agreement. It can be made either through personal interviews at other plants or through questionnaires or letters to the management or union representatives at these plants. Frequently local personnel groups for management or local labor councils for unions will provide the necessary information. Local chambers of commerce, in most cases, are prepared to furnish helpful data, as are manufacturers' associations.

A similar analysis should be made of the industry of which the company is part. The most fruitful sources of industry data for management are trade associations and trade publications. For unions, the national or international union headquarters are probably the best sources. This industry analysis should be supplemented by a general survey of industrial practices through data obtained from the United States Department of Labor, research associations, management associations, and personnel groups.[1]

If the plant is a branch or subsidiary of a larger organization, it is important that information be sought from the other branches, other subsidiaries, or the parent company. In line with this, it is good strategy to survey the contracts of other locals of the union concerned. This will give both parties suggestions as to demands that might be made. For the union, a study of this nature can best be undertaken with the aid of the United States Department of Labor. The union may be able to obtain part of this information at national headquarters, particularly when other divisions of the company are unionized.

These studies become more involved and increase in scope when bargaining is other than plant-wide. When company-wide bargaining is to be used, similar studies must be made for each plant and these data consolidated to ascertain any company-wide practices. Industry-wide bargaining requires multi-company-wide studies, which also must be consolidated to uncover existing industry-wide practices.

After these analyses have been made, both parties are fortified with an understanding of current practices. When such informa-

[1] Further and more complete data on sources of information may be found in Chapter Sixteen.

tion is digested and included in the reference material, both the company and the union have the basis for factual rather than emotional discussions. Failure to obtain this information may result in a union's making excessive demands based upon emotions or presumed data rather than facts. The knowledge acquired will also enable management to improve and strengthen the company's practices, to the advantage of all concerned.

Establishing Negotiating Ranges

After reviewing this information and giving due consideration to the company's circumstances, both sides, particularly when on a horse-trading basis, should decide what to offer and to demand from each other. They must also determine what clauses they cannot permit to be included in the final agreement. This can be accomplished by establishing negotiating ranges. These ranges indicate the minimum and the maximum that the parties expect to concede on any clause. The maximum represents the point beyond which they will not or cannot make further concessions. The ranges also set forth the maximum on various demands (these are usually opening requests set high enough to permit bargaining or trading) and the minimum below which the parties cannot go. Such ranges are valuable aids in negotiations if they are firmly adhered to. They make possible the planning and executing of bargaining strategy necessary with a trading philosophy. On the other hand, if the negotiations are on a factual basis, they represent the minimum and maximum desirable or undesirable points to be discussed. In either case, it is essential for both management and the union to determine beforehand at what point they cannot change their stands.

The negotiating ranges of management should not be made known to the union, neither should the latter's be made known to management. In the actual bargaining process, the provisions that will ultimately be agreed upon will be found somewhere within the ranges set by both sides, except where a militant philosophy prevails. In such cases, the ranges are improperly established and of such a biased nature that the ultimate agreement, if one is ever reached, will contain innumerable provisions outside the ranges of one or both of the parties.

At this point it might be well to note that management and the union can obtain much information helpful not only in negotiating but in the preparations for the negotiations from their foremen

and membership, respectively. The company foremen should be allowed to express their opinions and to make suggestions and comments freely, particularly with respect to the establishment of management's negotiating ranges. The same should be true of the union members with regard to the position to be taken by the union representatives. Because the union acts as the representative of its membership—the employees—this procedure is frequently considered a necessary part of the union's preparation. In some instances, union leaders may find it diplomatically necessary to permit the membership to give their thoughts on what the union's bargaining ranges should consist of. Failure to give the membership a voice in establishing the bargaining ranges may cause them to reject any agreement reached or to claim that there was collusion between their leadership and the company.

Both the foremen and the union membership possess a large reservoir of practical, everyday operating data necessary to the complete preparation of a bargaining position. It must also be remembered that they are the groups that will be directly concerned with the major parts of the agreement. Their future relations will be closely regulated by the provisions agreed upon by the bargaining parties.

The information about everyday operations might best be obtained from these groups by holding special meetings for this sole purpose. In certain instances, particularly when the groups are large, this may be too cumbersome or even impractical. When this situation prevails, only the key members of the group, i.e., the general foremen for company meetings and the stewards for union meetings, might be invited to these special meetings. These groups must be made to feel that they are actively participating in the negotiating process. Being a part of the functionings, they will be more vitally concerned and will be more willing to assist in the successful operation of the final agreement. Their interest will be properly aroused to encourage complete and thorough forethought on their part concerning possible problems and pitfalls.

Where company-wide, industry-wide, or area-wide bargaining is to be used, these groups should consist of the key men from each plant or company to be represented. The effectiveness of such groups may be lessened because of the more general nature of the clauses to be negotiated, but nevertheless there will be many benefits derived by management and by the union from the thoughts and ideas of their respective groups.

Exchange of Proposed Agreements

With the establishment of the bargaining ranges, the preparatory steps in negotiations are complete. The management and the union collective bargaining committees are now ready to meet with each other to discuss proposals for an agreement. After officially requesting management to meet with its representatives, the union may present a proposed new or revised agreement, or a list of demands. The management may do likewise. It is advisable for both parties to request that the proposals be made in writing. This insures familiarity with what is being requested by the other party. It also saves time that might otherwise be lost correcting misunderstandings caused by either party's forgetting what has been proposed. Once this has been done, the parties can request additional time to study and consider the proposals fully.

Preparation of Bargaining Strategy

After withdrawing from the preliminary meeting, the bargaining parties are in a position to analyze each clause proposed by the other and to build up their arguments and supporting data from the material already collected. The desirability of each of these points must be evaluated in the light of the various surveys previously made. When the parties are on a factual or coöperative basis, they should prepare data to support their claims of unreasonableness of those proposals which they cannot grant as is. Those parties on a trading basis should prepare their concessions and counteroffers. These are the trading points—the strategic bargaining weapons—that will be employed by them during negotiations to gain a point, to have a clause deleted, or to modify a demand.

After the parties have prepared their arguments and their bargaining strategy, the actual collective bargaining sessions can be scheduled. The physical arrangements of these sessions are important to the success of the negotiations. Therefore, proper thought should be given to this matter.

Physical Set-Up of Negotiations

The physical set-up of the negotiating sessions bring with it a number of problems that have to be settled before collective bargaining commences. In the first place, the parties must decide where the sessions are to be held. For all practical purposes, this is simply a question of whether to locate the bargaining room

within the company premises or in outside facilities. When the negotiations are held within the plant or on the company's premises, usually no costs are involved. Outside locations involve costs that may be met by the company alone or by both parties equally. Some negotiators prefer to bargain at the plant; others prefer to be away from the company's premises. Where there are adequate facilities available on the company's premises, no special advantages or disadvantages are to be gained by using either location.

One of the main problems to be considered in the selection of the bargaining room for other than single-plant bargaining is the geographical location. When plants or companies are located in different areas, it may be difficult to get the two parties to agree on a given location. In fact, this becomes more complicated when the company's "home offices" or the union's "international offices" are the groups to conduct the bargaining sessions. Such a situation may at times occur even in single-plant bargaining. Many solutions have been reached on this problem, among them the following:

1. Annual rotation of bargaining sessions among the sites of the various units concerned with the negotiations.
2. Selection of an outside site.
3. Alternating between management- and union-selected sites.
4. Agreement on a fixed site.

Negotiating Room

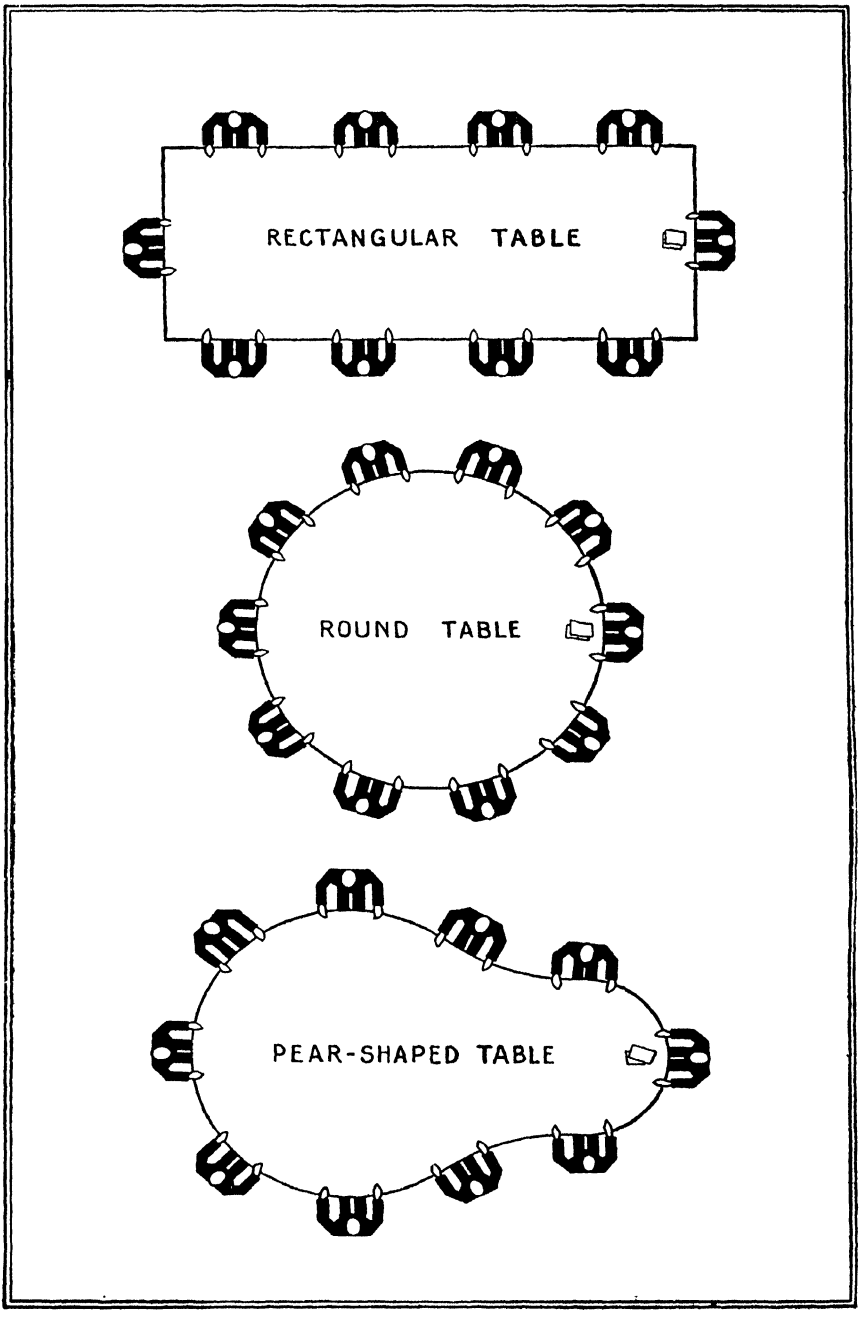
Adequate facilities include a room large enough to contain a table with sufficient seating capacity for all members of both bargaining committees and additional space for seating any observers. The room should be properly illuminated throughout the sessions —day as well as night. It should either be sound-proof or located in a quiet spot to prevent disturbances or interferences with the discussions or the thinking of the negotiators. Adequate ventilating facilities for the room are also important. All three of these factors affect the rate of fatigue and thus affect the negotiating abilities of the parties. Through proper care or control, the physical conditions in the room can be made comfortable and pleasant. Ash receptacles should also be provided. Their presence in the room serves to put at ease those negotiators who smoke. Another physical facility that also serves as part of the clerical needs of the negotiating sessions is a blackboard or some similar equipment,

which will prove beneficial whenever one of the negotiators wishes to emphasize or clarify a point by making certain data visible to all participants.

There are three basic types of tables (see drawings, page 43) that can be used in the negotiating room. The rectangular table is most commonly used for this purpose. Although highly satisfactory for seating small numbers, it may prove ill-adapted when a large group is present. The participants at such a table will be seen or will see some of the others only with some difficulty, because a number of the negotiators have to sit on the same side. In this position, they will be able to see others opposite and adjacent to them easily but not those once-removed on the same side.

The second type of table—the round table—overcomes this objection, but it too has the disadvantages of requiring an excessive amount of space, with a maximum amount of wasted area, to seat a large number. To combine the advantages and eliminate the disadvantages of the first two types, a third type has been devised. It is a pear or egg-shaped table. This table occupies less room than the round one, will seat large numbers, and will permit every participant easily to view all others at the table. It also permits the two parties to retain opposite sides of the table if they so desire. Where such a special table is not available, one can be improvised by placing together one large and one smaller round table.

It is advisable to hold the collective bargaining meetings in the center of a series of three rooms, thus permitting each side to take a recess during the sessions whenever one is deemed necessary. Unless this is provided for, a vital phase of the bargaining process is neglected and the negotiations are unnecessarily prolonged. It is during such a recess that one side may decide to change its position or stand on specific points. A caucus held during a recess frequently leads to the realization that the stand taken should be modified if an agreement is to be obtained that will be advantageous both to the company and to the employees. These recesses are also valuable in permitting the negotiators to obtain relaxation from the strain and fatigue of bargaining. In this connection, it might be desirable to have the recess rooms equipped with easy chairs, a washroom, and possibly a bed. Such arrangements might be unobtainable, however, except in a hotel or at a club.



The Three Basic Types of Negotiating Tables

Clerical Needs

In addition to the availability of a blackboard, which can be considered as one of the clerical provisions of collective bargaining, there are a number of other clerical needs that should be considered. The first of these concerns stenographic services.

There are two principal needs for stenographic services. One is the taking down of the verbatim discussion and the second is the putting into writing all points agreed upon prior to the final agreement. The taking of verbatim notes at the ordinary negotiating session is a voluminous task. Frequently it serves little purpose, although some negotiators use it as a record of what transpired. It may actually serve to prevent both parties from freely discussing any points for fear they might say something they don't actually mean. This would be particularly true in "horse-trading" sessions. One of the parties might inadvertently make a proposal during the discussion that they meant to tie onto another point, but, failing to do so, they may subsequently be held liable for it. The advantage of taking complete notes is that the discussions can then be recorded for future reference and the intent of the final agreement can be perpetuated even though the original negotiators may no longer be available. The discussion notes will usually disclose the thinking of the parties on each point and thus prevent future misunderstandings as to the interpretation of the final agreement.

The bargaining parties might agree to have the company stenographer take the notes, or they might each bring their own stenographer. In the latter case, there would be the necessity of comparing both sets of notes, and either or both parties might feel that the other had changed something if any differences were found. To offset this, a public stenographer may be employed, with both parties being given copies of the final notes. A more accurate record might be obtained by having the entire proceedings recorded on sound track or records, which would then become the unbiased report of what transpired.

When each party has confidence in the other, they might use the stenographic service, if at all, only for putting into writing the points agreed upon during the discussions. This procedure may save time and provide all participants with typewritten copies of interim agreements. For this purpose, the stenographer need not be in the negotiating room but should be available when needed.

Another clerical need is to provide all the participants not only

with copies of interim agreements mentioned above but also with copies of the drafts or proposals submitted by both parties. When each of the participants has his own copy of what is being discussed, there will be better understanding and less loss of time. There will be no need to delay while one or two copies are circulated to give each negotiator an opportunity to read the clause or point to be discussed. The representatives on each side will be well-informed on every point.

Providing note pads and sufficient pencils is the final clerical need. During the bargaining sessions, the negotiators will have many occasions during which they will want to make notes. These notes are part of their bargaining process. They will record points made by others which they wish to remember and also their own thoughts. When there is agreement on the principle of a particular clause, they might attempt to write out the final wording.

These clerical needs may have no place in certain negotiating sessions, but they can be extremely valuable in facilitating the bargaining process. They are not frills, but actual needs that will exist whether or not they are recognized by the parties involved.

Timing of Sessions

The timing of the collective bargaining sessions is divided into three parts: first, the time of the year; second, the time of day; and, last, the length of the sessions. There is a division of opinion among experienced negotiators on all these points. Actual practice shows that this division is real and not merely theoretical. Some believe that negotiations should be held in the mornings; others, during the afternoon; and still others feel that it doesn't matter. These viewpoints are based upon business needs and conditions and on fatigue factors. The same reasons may be advanced for different times of the year, as well as for the length of the sessions.

Normally collective bargaining sessions are held for the first time whenever the certified union requests the company to negotiate a labor agreement with them, and renewals are held annually after this date. However, many companies attempt to have the sessions held at particular times, other than these, during the year. Frequently these periods are during the slow season of the business; thus the management has more time to devote to negotiations. Although this may be beneficial to the company by preventing the withdrawal of key men from operations, it may prove to be disadvantageous to the union because this is the time that the company

is in the best condition to withstand any economic pressure that might be applied. A strike or a slow-down would have little effect on the company during a lull period. Because of this, some unions prefer to have the negotiations held at a time when the company's operations are at a peak.

There have been instances when management and unions have agreed to have the bargaining sessions held during certain seasons of the year. The main reason for selecting a particular season may be the desirability of keeping weather factors at a minimum. The summer months, because of the potential heat and also the excellent weather for outside activities, are usually avoided. The bargaining parties frequently avoid the winter months too, especially when transportation is an important factor in getting to and from the meeting location, because of poor weather conditions.

In certain unions, attempts are made to schedule negotiations with separate companies at different periods of the year to permit the union negotiators to carry on their functions in each of the companies without having to double up at any one time. Thus they can concentrate their efforts on only one agreement at a time. In multi-plant companies, or in those having more than one bargaining union, when one individual either negotiates all the agreements or assists in the negotiations, this staggered scheduling is also desirable.

To achieve the result of collective bargaining sessions at specific periods during the year, the parties usually agree to make the labor agreement binding for a period of time more or less than one year. After the desired period is attained, the agreements are made to terminate at yearly intervals.

In regard to scheduling negotiations at a particular time of day, many companies prefer to have them held in the morning, because they feel that both parties will be mentally alert at this time. Others feel that such early sessions would have the least amount of interference with regular company operations. Some prefer to hold sessions during working hours. They either want their executives who attend the negotiations available when needed or they object to burdening these men by making them spend extra time after their working day. Another group of companies feel that the negotiations should be held after working hours in order not to interfere with operations. Many who believe that the time doesn't make any difference feel that way because they consider the bar-

gaining sessions a part of the operations of the business; therefore time is not a factor.

The matter of the length of the sessions also evokes as many diverse opinions. Whereas some companies limit negotiations to two or three hours to prevent fatigue from setting in, others believe in bargaining until an agreement is reached regardless of how long it takes. Frequently bargaining sessions start early each morning and continue until late each night, with recesses only for eating and sleeping. These sessions are condemned by some negotiators on the ground that they prevent real bargaining. They cause fatigue and prevent the negotiators from thinking clearly and quickly. Such long sessions also get very monotonous, with the resulting desire on the part of some to agree to anything in order to complete the negotiations and thus end the sessions.

It must be realized that such all-day and all-night bargaining sessions can be held only when the representatives of both sides can spare the time from their other activities. In small companies, it may be impossible to hold such lengthy sessions because of the possible interference with regular operations by the complete removal of certain key management representatives and employee representatives for an indefinite period.

The actual determination of time will also depend upon the type of bargaining. In plant-wide bargaining, the decision on the timing of negotiations will represent the thoughts of a small number of individuals, but in industry-wide bargaining many different views may be voiced and a final decision may become difficult unless it is left up to a steering committee or to a chairman. The same is true when the other types of bargaining are in operation. All factors affecting the particular situation have to be considered before a final decision can be made. In certain instances, it might be desirable to schedule the sessions to start at a particular time and to continue for a definite period. Under different circumstances, this schedule may be undesirable. It may then be advantageous to have another starting time and an indefinite length to the bargaining sessions.

Collective Bargaining Sessions

After the physical set-up has been properly arranged for, the parties can meet and hold the actual collective bargaining sessions. When the actual meeting first takes place, the parties must be put

at ease to permit proper discussion. This might be accomplished by having each representative on each side introduce himself to the group or to have one member who knows all those present make the introductions. In small groups, the negotiators might well spend a few minutes exchanging handclasps and humorous stories.

Bargaining Chairman

To assist both parties in getting properly acquainted and also to guide and control the discussions, a chairman of the bargaining sessions may be selected. Although this practice is not common, it is advanced by some negotiators on the basis that the negotiations are similar to conferences and therefore need the guidance and control of a chairman.

A chairman could serve a useful purpose in collective bargaining only if he was respected both by the management and by the union representatives. He would have to be forceful to control the discussion, yet tactful to prevent the parties from resenting his interference. He could summarize the arguments presented by both sides to permit clear thinking. When deadlocks or impasses were reached, he might be in an ideal position to dissolve these and assist the parties to reach an accord. The nature of the work of the chairman is such that it would be difficult to obtain the proper individual to fulfill the requirements.

The chairman could conceivably be selected from among the representatives of either management or the union. The personnel or industrial relations man, in many cases, might be sufficiently impartial to serve as chairman. The same might be true of one of the union officers. This could be done, however, only when both parties were on a coöperative, factual basis. In fact, in many cases, this actually takes place informally without the individual's being designated as chairman. Such an individual merely dominates the sessions and in this manner does the work of the chairman. It is difficult to have an active participant serve as chairman because he will then be attempting to accomplish two tasks, yet concentrating on his main job of negotiating.

An impartial third party might be brought in by the negotiators to serve as chairman. An individual properly selected and agreeable both to the company and to the union would be in an excellent position to carry out the functions of a chairman. This third party could be a representative of the government (local, state, or federal) similar in position to a mediator who might be injected into

the picture in case of a dispute between the parties. He could also be the impartial arbitrator or umpire. In this case, he would gain valuable first-hand information and could give necessary advice when needed to permit smooth everyday employer-employee relationships.

The introduction of an outside party during negotiations is frequently resented by both parties. They prefer to bargain in their own ways without interference from impartial persons. This desire for freedom of action also causes the subject of a chairman to be dropped or, usually, to be ignored. It may be more desirable for the parties to bargain informally, with the discussion rather than an individual as the controlling factor.

Presentation of Prepared Data

When the opening formalities are completed, the actual negotiating can begin. A discussion will be conducted by both sides on each point or clause submitted. During the early stages of the bargaining sessions, the discussions will be largely a presentation by the parties of their prepared data. Here they will put to work their bargaining strategy, and, if on a horse-trading basis, they will present their concessions and counteroffers and make their trades. If they are on a coöperative basis, they will present their facts to substantiate the various points or to show the necessary modifications. It is during these discussions that the negotiators will have the opportunity to utilize the hints mentioned in Chapter Four.

It is important to remember that the National Labor Relations Act requires that an employer bargain in good faith. The NLRB has in numerous cases interpreted this to mean that the employer must present substantiating data and counterproposals on demands submitted by the union.[2] Failure to present such data and counterproposals may result in a company's being cited for an unfair labor practice under Section 8 of the Act. Use of the concessions, trading points, and substantiating data that management has prepared will not only evidence its intent to bargain in good faith, but will make better negotiations possible.

It is also important for both parties to recognize the main issues and concentrate on these. This may not be possible, except when the parties are on a coöperative basis, because most of the points other than the main issues are usually injected as part of the bar-

[2] Edwin S Smith, "What Workers and Employers Should Know About the National Labor Relations Act," Labor Information Bulletin, June, 1937.

gaining strategy. However, once the main issues have been settled, these additional points can readily be disposed of.

Agreement as to Principles and Intent

After the negotiators have presented their prepared data, they will continue the bargaining until both sides are in accord as to the principles and intent of each point or clause to be included in the final agreement. They might reach an accord point by point, or they might wait until all points have been clarified before finally agreeing.

At times it may be diplomatic for the parties not to agree too soon. The cry of collusion is often raised by an ever-present employee minority who welcome ways and means of fomenting discord and destroying employee confidence in their union leadership. Even in cases where management and the union delegate or business agent get together in preliminary discussions and reach an agreement, it is best to make a pretense of collective bargaining if for no other reason than to convince the employee members of the negotiating committee that they are doing the job. When the coöperative attitude prevails, it is not uncommon for the top management representative and the union head to hold preliminary sessions to iron out all differences and to exchange data. These pre-negotiation meetings permit each side to explain the basis for their demands and their economic status. These meetings help create better understanding and more harmonious relationships.

During the negotiating sessions, the parties may be prepared to agree on various clauses. If they have the power to consummate the agreement, they can agree on these clauses at the time; otherwise, they must refer these points back to the deciding body. In management's case, it might well be top management or the board of directors, whereas the union representatives might be required to present them to the membership or to the executive board of the union. When the approval has been received from the higher bodies, then the parties can agree at the bargaining table. When one of the parties does not have the power to consummate the agreement, their interim agreements are valueless and may be denied by their superior authority. This situation would tend to destroy the bargaining position of the other party, who may have made certain concessions or changed their position accordingly. However, tentative agreements can be made, subject to ratifications by one or both parties after approval from the higher group.

Rephrase and Rewrite Agreement

When the parties finally arrive at mutually acceptable principles and clauses, they must rephrase and rewrite the completed agreement. The final version of this agreement should be couched in simple and understandable language. If the wording does not indicate clearly the intent agreed upon, collective bargaining will have to be resorted to throughout the year and continual strife will ensue. The same results will be achieved unless the agreement is complete. The wording must cover all the points of agreement and all those necessary for clear interpretation.

It might be advisable for both parties to test each clause as it is finally written for clarity of meaning and interpretation. Much confusion and many disputes can arise at later dates when the wording of a clause does not clearly distinguish the intent of the bargaining parties. To make such a test, the negotiators might take a leaf from the story of the army general who, being extremely successful in his command, was visited by another general who wanted to learn the secret of his success. Upon entering the first general's staff office, the second general recognized an enlisted man who was reputed to be the most stupid soldier in the army. He later remarked about this when he was in the general's private office. The general then told him that this man was one of the main reasons for his success. He went on to tell the second general that no orders were ever issued from his office until this soldier read them. "If he can understand them, anyone can," he said.

Although this does not imply that the negotiators should seek the most stupid man in the organization and let him read the final agreement, it does mean that someone who is going to operate with or under the agreement should be asked to read and give his interpretation of each clause in the agreement. The parties to the collective bargaining sessions are too close to the contents of the agreement and are too familiar with the intent to be proper judges of the clarity and understandability of the wording. An outsider, unfamiliar with the discussion that took place, would be in a more advantageous position to determine or test the clarity of the meaning and intent of each clause.

Frequently lawyers are brought in to rewrite and rephrase the agreement. This procedure may be beneficial provided the lawyers do not attempt to dress up the clauses in legal phraseology. It is necessary to have all employees easily understand what has been

agreed upon, and legal terms are usually too confusing. There seems to be no logic to the practice of one company of having its legalistically worded agreement recopied by the union, for the membership, in shop language. The original agreement itself should be in shop language if that will permit its intent to be clearly understood.

Signing of Agreement

When the final text of the agreement has been completed, the parties are ready to sign the agreement. This can be handled as a simple, informal ceremony or as a pompous, formal affair. In some instances, the parties have used the occasion for a big affair, with the signing a major feature. This is done in an attempt to gain what is considered the maximum morale value from the occasion. Frequently the signing is done informally and without much fanfare. However, there may be much to gain by utilizing the signing as the focal point of a morale-building campaign. Part of this would be having the head of the company present to sign on behalf of management, particularly if he had not been present during the negotiations. The union representative or the president of the local usually signs for the union. Whenever possible, it is advisable to have the members of the employees' negotiating committee each sign the agreement. Although this may not add any legal weight, it lends moral support during the life of the agreement. It also makes the members of the committee feel that they have played a valuable part in the formulation of the agreement.

Putting Agreement into Operation

Once the agreement has been signed, a foundation for good employer-employee relations exists. The next vital task is to put it into operation and make it work. There are two phases to this task that must be carried on simultaneously. The first is for management and the union to put into being the things they have agreed upon, such as wage increases, reclassifications, appointment of shop stewards, and so on. The second is to set about familiarizing all employees, supervisors, and executives with the wording and intent of the labor agreement. Since these individuals are going to function under the provisions of the agreement, they should be able properly to interpret all its clauses. It is not sufficient to allow the wording of the agreement to indicate the intent; the negotiating committees should give them all a first-hand interpretation.

The dissemination of this information can be done by holding a joint conference of the negotiators with the foremen and stewards. The negotiators would then explain in detail the clauses and the principles underlying them. All questions that might arise during daily operations and all possible misunderstandings could be clarified at this conference. The secondary value gained from such a meeting is that the individuals who will actually carry out the terms and provisions of the agreement are present at the same time to hear not only the intent behind the agreement but the interpretations as gleaned from answers to questions raised on the floor.

Another method of dissemination of information about the agreement that also fits into the morale function discussed above is that of holding a general meeting of all employees, supervisors, and executives. With a large group, this would take the form of a town-hall forum, with the negotiating committee serving as the discussion panel. In a multi-plant set-up, the discussion could be duplicated at each plant in order to permit all employees to gain the knowledge of the intent and interpretation of the labor agreement.

A third method of acquainting all employees with the information about the labor agreement is the publication and distribution of the agreement. It could be published as a separate booklet to be given to all present and future employees, or it could be published in the employee publication, clause by clause, with a discussion of each clause also included. The publication of the labor agreement assures the employees that the company and the union have nothing to hide in the agreement and also permits them to become acquainted with the responsibilities, rights, and obligations of the company, the union, and themselves. Frequently unions prefer to publish and distribute the agreement. This is done for a variety of reasons, primarily, however, to permit the union to show its members that it has accomplished something of value for them.

Supplemental Agreements

After the labor agreement has been put into operation and the foundation established to make it work, there will be many situations arising in the course of everyday employer-employee relationships that have not been properly covered in the agreement. Such situations will call for supplemental agreements. These supplements will be arrived at in much the same manner as the original agreement. When clarifications of the agreement are required, the

parties may issue supplements in the form of memorandums of understanding. Samples of these supplements will be found in Appendix A, "Industrial Jurisprudence," page 288.

Over a period of time these memoranda will form the common law of employer-employee relationships. They will become the code of a plant's industrial behavior, or, in legal terminology, the plant's industrial jurisprudence.

These supplements will also result from the settlement of employee problems, the solutions of employee grievances, and the arbitration awards, if any, handed down to the company and the union. They will be the continuation of the negotiations of the labor agreement as applied to more specific situations or to overlooked points. Only when provision is made allowing for these supplemental agreements arising out of everyday relationships can a labor agreement be successful and effective.

CHAPTER SIX

THE LABOR AGREEMENT

THE labor agreement is the written result of collective bargaining between representatives of the company and of the employees. It incorporates whatever information the negotiators agree should be included. Regardless of the objectives established by the parties, most agreements include certain basic information. In fact, the contents of an agreement can be uniformly broken down into a number of major clauses or sections. These are as follows:

1. Recognition of the union.
2. Wages.
3. Working time.
4. Conditions of employment.
5. Management rights.
6. Seniority.
7. Day-to-day relationships.
8. Formal section.

Each of these sections will be discussed in detail in the following chapters.

Variations in Labor Agreements

Although labor agreements tend to follow the same basic pattern and include the same major clauses, few of them are identical. This is true even of the agreements of two plants of the same company. There is no such thing as the ideal or perfect labor agreement for all to copy.

Agreements differ in the clauses included or excluded, the contents of the clauses, and the wording of the clauses. These variations are caused by two factors. First, there are always existing

differences in conditions, practices, policies, and so on, in each and every company, including branches of the same company. Second, the participants at the bargaining table are different in their attitudes, experiences, abilities, desires, and obligations. The participants are also subject to the influences and personalities of the other negotiators. Thus a company's bargaining representatives could be the same for the various plants, but the employees' representatives may be different, and, in addition to making different demands, these negotiators may cause the company's representatives to negotiate differently in each plant.

All individuals have varying experiences, ideals, and aims, which cause them to make unlike demands, although the end results may be similar. Their demands may be for changed wording, amendments, or variations on a particular subject being negotiated. The emphasis on these subjects will also vary for the same reasons. Thus, when a number of individuals get together to negotiate, the results of their bargaining will nearly always result in variations in the final agreement from any other existing agreements.

Many factors exist which of themselves require variations in the agreements of different companies. Among these factors are: number and type of employees, strength of union, competitive position of the company in its industry, area practices, type of industry, financial status, and existing past practices.

A number of provisions in the agreement are affected not only by the number of employees in the company but also by the sex employed. For example, seniority problems in plants having fifty employees are simpler in some respects than in those having five thousand, but in other respects they can be more difficult. Flexibility or interchangeability may be an essential factor in the small plant, but not so important in the large one. The sex breakdown might affect the working-conditions provisions of the agreement, whereas the skill distribution among the employees might have an important bearing upon the wage question, including apprenticeship and training wage scales.

Certain provisions are incorporated in agreements as a result of the bargaining strength of the union. Thus, where the union's strength is low, many of these provisions will not or cannot be pressed—a fact which results in variations in the clauses incorporated in different agreements.

When a company is financially strong and has maintained an important competitive position in its industry, it might be inclined

to grant more of the union's requests than if it were in the opposite position. In this case, the wage clause would be definitely affected, and provision for reopening of this clause might not be provided for if the initial agreement set forth a sufficiently high level of wages. The company in a poor financial position might have to bargain for a level of wages set low enough to permit it to continue to compete. When this is the situation, the union might demand that the company agree to incorporate a wage-reopening clause should its position improve.

Area practices have played a tremendously important part in shaping the contents of labor agreements. With practices varying in different areas, it is reasonable to assume that the agreements of companies in different areas will vary. Area plays another vital role through the different social customs that exist in various areas. The North has long been considered a higher wage-level area than the South, and more benefits are usually given to employees of Northern companies than to those of the South. These differences also exist between smaller areas within the North or the South, as well as in any other parts of this country.

Companies differ as to the type of industry of which they are a part. This difference is not only one of product but also one of method of producing and even type of operations. Many special wage provisions might be required in the agreement of one company because of its type of industry, while not in another. For example, portal-to-portal pay has been provided for in the mining industry, but in few other industries. Safety equipment clauses are "musts" for certain industries, yet are negligible factors in others.

Similar examples of differences reflected in agreement provisions can be attributed to different financial status of companies. The type of ownership—proprietorship, partnership, corporation, quasi-public, or charitable—may affect some of the clauses.

It has long been found that policies, based on existing and past practices of companies in their relations with their employees, differ. Such differences are carried over and either are made part of the labor agreement or influence it, thus creating variations.

The fact that variations in agreements are created by many existing differences does not necessarily mean that they are desirable or recommended. Variations exist because conditions require that they exist. Therefore, no agreement should be negotiated except on the basis of the conditions existing at the particular plants for

which the bargaining is being conducted. It may appear easy to adopt an entire agreement or particular clauses that have proved satisfactory for some other company or plant, but this may create more difficulties and increase employee discontentment. Every agreement, and every clause in it, must be tailor-made to fit the situation for which it is intended. The variations that arise are those created by necessity and should not be frowned upon.

Although variations that may exist make it unwise for negotiators to attempt to copy other agreements, a number of them are presented in Appendix B, page 296, to serve as illustrations of what can be and has been achieved. A review and comparison of these agreements will serve as a guide to negotiators preparing for their first bargaining sessions and to those unfamiliar with collective bargaining.

The clauses, content, and length of the samples differ widely. Some are shorter in their entirety, whereas others amplify one or more clauses out of proportion to the other clauses.

The Individual Clause

Each clause in a labor agreement is an individual unit which, with the other clauses, forms the policies and procedures that will govern the relationship between the company and its employees. As a separate unit, it should be as complete as both parties desire. However, it must be realized that all clauses in an agreement have a direct relationship to one another. Such relationship may result in duplication among the various points covered and also in some clauses containing items which might well be included in other clauses. This factor, plus the large number of important details that should be considered, makes it virtually impossible for any one party to keep in mind all the points that must be given proper thought.

The principal clauses are discussed in the next eight chapters to stimulate the thinking of the bargaining parties. The questions set forth will serve as a reminder of the points that should be considered under each subject. Regardless of whether the parties intend to incorporate all points into the labor agreement, it is important to their successful relationships that they discuss each clause thoroughly. This will lessen possible future disagreements arising out of the operation of everyday policies and procedures not incorporated as part of the agreement. The parties can achieve

greater confidence in each other through a thorough discussion of all phases of each clause.

It is important to recognize that each clause in the final agreement need not be all-inclusive to serve its purpose. It can be included as a general statement of principle or intent, leaving the parties free to establish more specific operating policies and procedures. This may be accomplished by the mutual acceptance of prevailing company practices in line with the intent of the agreement and the modification of those that are not. In such cases, all new policies could be promulgated by the company in line with the principles established, subject to the right of the union to file a grievance if it is felt that these new policies are improperly established. When the parties are not on a coöperative basis, they could follow the more difficult pattern of negotiating the operating procedures for all the points in the agreement.

Where there is no certified union to bargain for the employees, a company may still be confronted with the problem of establishing sound operating personnel policies and procedures. A review of the considerations under each of the agreement clauses will afford management an opportunity to institute proper and complete practices.

Whether for negotiating purposes or not, each of these clauses must be considered in the light of the individual situation. The prevailing practices in other companies or other industries may have little bearing on the factors present in any one company. Therefore, the clauses of the agreement should be considered from an impersonal viewpoint, with the various modifications and alternatives mentioned.

CHAPTER SEVEN

RECOGNITION OF THE UNION

RECOGNITION of the union is one of the major clauses in a labor agreement. It is on this point that much of the conflict in collective bargaining centers. There are seven basic forms of union recognition or security, each of which has innumerable variations. These forms of recognition have definite advantages and disadvantages both to the company and to the union. The individual situation will best determine which form should be used. Each of these types of security, listed below, will be defined and considered in detail under "Union Recognition or Security," page 61.

1. Closed shop.
2. Union shop.
3. Preferential shop.
4. Maintenance of membership.
5. Agency shop.
6. Exclusive bargaining agency.
7. Bargaining agent for members only.

Unions are usually desirous of obtaining the highest form of recognition or security possible. Certain unions, because of the nature of the work they cover, prefer particular types of recognition. For example, craft unions covering a particular skilled type of work desire a closed shop to protect the work for their membership and to insure that all available jobs are given to their members. Industry-wide industrial unions, such as those in the coal mining industry, require union shop to insure that only union members will be retained on the work, without the union's having the difficult task of furnishing applicants, as is usually required under

the closed shop clause. Failure on the part of the union to obtain the desired security would greatly handicap it.

In addition to the advantages and disadvantages to be gained from the adoption of a particular form of union recognition, the ideals of the parties also serve to influence their thinking on recognition. The possible loss of prestige through failure to obtain recognition equal to that possessed by other locals of the same national union or by rival unions causes many unions to fight long and hard on this point. Many companies react to this clause in much the same manner as the unions, feeling that they will lose stature in the area if they agree to a higher form of recognition than that present in other labor agreements in the area. Such reaction has frequently resulted in the willingness of either or both parties to agree to accept or to withdraw certain clauses in order to obtain the recognition they desire.

In addition to the form of security the union will receive, this clause also prescribes the bargaining unit—the employees covered by the agreement. Many related subjects dealing with the functioning of the union within and in relation to the company are frequently incorporated in this clause. These may be treated as separate clauses instead of as part of this clause.

A. Union Recognition or Security

1. Closed shop

The closed shop is that form of union security in which union membership is required as a condition of initial and also of continued employment. It is a basic demand when craft unions and transient-worker unions are the bargaining agents. The latter require it for control of jobs and membership, whereas the former require it primarily for control of jobs. Although this recognition might be necessary in these two types of unions, it is not a basic necessity in other types.

Many unions find the closed shop a handicap, largely because the responsibility for securing the required number and type of employees rests with them. Although this responsibility might be considered a necessity for those unions that must maintain a monopolistic control of the jobs, it is unnecessary for other unions. Some unions, particularly those requiring skilled craftsmen, find the closed shop a means of limiting the number of apprentices and also the number of jobs to be filled. By limiting the number of jobs,

these unions are, in effect, limiting the number of employees and the amount of business to be handled by each company. This is usually done to protect the members of the union and to insure them of no unemployment by preventing increases in the union membership.

A company may benefit from the closed shop only insofar as the union assures it of its needed labor supply. Where this labor must possess a basic skill or craft, it doesn't make too great a difference to the employer if he hires one individual instead of another. However, the closed shop makes the company dependent upon the union for its labor supply. In addition, the company, having little or no control over the employment of its workers, finds that the workers have greater loyalty to the union than they have to the company.

When the company is permitted to hire anyone it pleases, provided they become members of the union before or when they start work, the effect is similar to having the company recruit members for the union. This practice is opposed or restricted by unions to prevent the employment of individuals who would not be acceptable to the unions. Uncontrolled, companies can hire individuals who would be fomenters of internal union troubles. Unions have not only set up controls on the employment of certain individuals but also have fought to retain the right to have employees discharged if they fail to remain members of the union in good standing.

If this provision is to be included:

a. Shall the hiring of new employees be handled:
   (1) Completely by the company?
   (2) Completely by the union?
   (3) Jointly through a coöperative set-up?
   (4) If either (2) or (3) is used, shall the company help to offset costs of such work?

b. Where the union is to furnish the applicants:
   (1) What rights shall the company have in selecting the proper individual to hire?
   (2) Shall minimum standards of acceptability be established?
   (3) What provision shall be made in case the union is unable to supply a sufficient number of applicants to fill the needs of the company?

(4) Shall a time limit be established for the union to supply the necessary applicants? If not, shall (3), above, be effective?

(5) Shall the union be required to pledge not to discriminate against any qualified individuals or to close its membership to a restricted few through exorbitant initiation fees, stringent membership requirements, or other prohibitive methods?

c. When the company is permitted to hire new employees:
   (1) Shall it be able to hire any applicants who are union members?
   (2) Shall it be able to hire any applicants who join the union before or when starting to work?

d. Shall a trial or probationary period for new employees be allowed for? If so:
   (1) What time limit shall be established?
   (2) Shall the company have the right to discharge an unsatisfactory employee without union jurisdiction or approval during this period?

e. Shall the requirements for an employee's being a union member in good standing be defined?

f. What rights shall the company have to require fair treatment by the union before expulsion or suspension of any member, who would thereby be subject to loss of his job with the company?

g. What type of notification and time limit for discharge or suspension shall be established in cases of employees' being declared not in good standing by the union?

h. Shall the company be required to check off, or automatically make deductions, from the pay of each union member? (For detailed consideration, see "Collection of Union Dues," page 74.)

2. Union shop

The union shop is a modified form of closed shop in which union membership is required as a condition of continued employment after a trial period, during which union membership is not required. The union is always recognized as the exclusive bargaining agent for all employees in the bargaining unit, although it need not necessarily be certified as such by the National Labor Relations Board.

Under this form of recognition, the company usually has com-

plete control of the hiring of new employees, who need not be union members at the time of their employment. However, this is sometimes modified to give union members preferential hiring or to give the union the first opportunity to supply suitable applicants. The company has almost complete freedom and control during the trial or probationary period. These points are also advantageous to most unions, who are thus relieved of the burden of supplying the necessary applicants, yet are able to retain control of the jobs in the company. With the exception of the craft and transient workers' unions, which were discussed under "Closed Shop," no unions need greater recognition than the union shop. Properly established, this form of recognition can overcome most of the disadvantages attributed to the closed shop, yet may provide both the company and the union with a workable set-up.

If this provision is to be included:

a. What shall be the time limit for the trial or probationary period during which the new employees shall not be required to join or shall not be represented by the union?
b. Shall rehired employees be given a trial or probationary period if they are:
   (1) Not entitled to any service or wage credit?
   (2) Entitled to service or wage credits, or both?
c. In first agreements between the two parties:
   (1) Shall all employees on the payroll prior to the date of recognition of the union be required, as a condition of employment, to join the union?
   (2) What time limit shall be established for present employees to join the union?
d. Shall the requirements for an employee's being a union member in good standing be defined?
e. Shall the union be permitted to refer applicants for available jobs upon notification by the company of openings?
f. Shall union members be given preferential hiring privileges?
g. Shall a time limit be established for the union to make referrals of applicants for available openings?
h. What rights shall the company have to require fair treatment by the union before expulsion or suspension of any member who would thereby be subject to loss of his job with the company?
i. What type of notification and time limit for discharge or

suspension shall be established in cases of employees' being declared not in good standing by the union?

j. Shall the company be required to check off, or automatically make deductions, from the pay of each union member? (For detailed consideration, see "Collection of Union Dues," page 74.)

3. Preferential shop

The preferential shop is that form of recognition under which union members are given a preference in various aspects of employment. It is not widely used as such, but frequently labor agreements include some preferential treatment for union members. This form of recognition is often accompanied by exclusive bargaining rights for all employees in the bargaining unit, but may be accompanied by bargaining rights for members only.

A recent United States Supreme Court decision in the Wallace Corporation v. N.L.R.B. and Richwood Clothespin and Dish Workers' Union v. N.L.R.B. cases, dated December 18, 1944, has virtually prohibited any preferential treatment for union members when the union has been certified or recognized as the exclusive bargaining agent. In its decision, the Court said,[1] "By its selection as Bargaining Representative, it (the union) has become the agent of all employees charged with the responsibility of representing their interests fairly and impartially." However, this ruling does not prohibit preferential treatment when the union is not the exclusive bargaining agent, nor in cases where the preferential treatment is limited to the hiring of new employees.

If this clause is to be included:

a. In what aspects of the conditions of employment shall union members be given preference?
   (1) Hiring?
   (2) Layoff?
   (3) Re-employment?
   (4) Seniority?
   (5) Promotions?
   (6) Shifts of work?
   (7) Hours of work?
   (8) Transfers?
   (9) Selection of jobs?

[1] Prentice-Hall Complete Labor Equipment (Labor Relations Service).

(10) Increases?
(11) Time off?
(12) Vacations?
(13) Overtime?
(14) Other aspects?

b. Shall provision be made to prevent unfair discrimination by the union against non-union employees?
c. Shall employees withdrawing, suspended, or dropped from the union lose their preferential positions?
d. Shall the company be required to check off or automatically make deductions from the pay of each union member? (For detailed consideration see "Collection of Union Dues," page 74.)

4. Maintenance of membership

The maintenance-of-membership form of recognition is an old clause that was given great impetus, largely because of the efforts of the National War Labor Board during the war. In its most common form, this recognition is one in which, for the duration of the labor agreement, all existing and future union members are required to remain in good standing in the union as a condition of continued employment, but no employee is required to join the union and the company has complete control of the hiring of new employees, who need not be union members when employed. The Board usually included an escape clause—a period during which employees could join or withdraw from the union—as part of this form of union security.

Before the NWLB form of maintenance of membership became common, there were various other methods of maintaining the union's membership. These included maintaining certain jobs as union jobs or establishing a percentage or fixed amount of union members as the minimum number at any time. In such cases, it was the practice to hire union members to fill the specified jobs or to maintain the minimum number agreed upon. When these members were not available in sufficient number to fill the union jobs or maintain the minimum, non-union applicants were hired but were required, as a condition of employment, to join the union.

The common form of maintenance of membership, which the NWLB ordered for a new union or one that does not have any of the previously mentioned forms of recognition, had not proven

satisfactory either from a union or from a company point of view. Most unions objected because they preferred to have all employees in the bargaining unit as members, and this form of recognition did not assist in the achievement of this aim. On the other hand, some companies objected because maintenance of membership required an employee who once joined to remain a member in good standing of the union during the life of the agreement, even though he wished to withdraw. They also found that this form of recognition created a situation in which there could be constant agitation because of the unions' continually active campaign to sign up as members all non-union employees. In some cases, this had actually resulted in what may be considered open warfare between union and non-union members.

The War Labor Board's form of maintenance of membership was always accompanied by exclusive bargaining rights for all employees in the bargaining unit. In the other forms of maintenance of membership, this need not be true, although, in actual practice, the unions are actually the exclusive bargaining agents.

If this clause is to be included:

a. What shall be the time limit for the trial or probationary period during which the new employees shall not be required to join, nor shall be represented by the union?
b. What shall be the membership standing of rehired employees who were union members?
   (1) If rehired during period in which the agreement in effect at the time of their leaving is still in operation?
   (2) If rehired during period in which the agreement in effect at the time of their leaving is not in operation?
   (3) If they were off the payroll because of:
      (a) Layoff?
      (b) Resignation?
      (c) Discharge?
      (d) Leave of absence?
c. Shall rehired employees be given a trial or probationary period if they:
   (1) Are automatically considered union members?
   (2) Are not considered union members?
   (3) Are not entitled to any service or wage credit?
   (4) Are entitled to service or wage credit or both?

d. Shall an escape clause, the period during which union members may withdraw from the union, be incorporated in this clause?
e. If an escape clause is incorporated:
   (1) Shall it be made effective each year or at each expiration date?
   (2) Shall it be operative if the agreement is automatically renewed?
   (3) What method of notification of withdrawal by any member shall be established?
f. Shall the requirements for an employee's being a union member in good standing be defined?
g. What rights shall the company have to require fair treatment by the union before expulsion or suspension of any member who would thereby be subject to loss of his job with the company?
h. What type of notification and time limit for discharge or suspension shall be established in cases of employees' being declared not in good standing by the union?
i. Shall the company be kept informed by the union as to the employees who are union members?
j. What procedure shall be established in cases of disputes between employees and the union regarding their membership in the union or their withdrawal from the union during the escape period?
k. Shall certain jobs be designated as union jobs that can be filled only by union members or by non-union members who shall be required to join the union?
l. Shall the relative proportion of union members to the total number of employees in any department or in the company or a fixed number of union members in any department or in the company be established as the minimum requirement for maintenance of the union's membership?
m. Shall the company be required to check off or automatically make deductions from the pay of each union member? (For detailed consideration, see "Collection of Union Dues," page 74.)
n. Shall provision be made to protect non-union employees and their rights in the company?
o. Shall the union pledge no coercion, interference, or intimidation of non-member employees?

5. Agency shop

The agency shop is a compromise form of union recognition. It provides that all employees in the bargaining unit must belong and pay dues to the bargaining agent but need not join the union. This agency-shop clause overcomes the objections frequently voiced by unions and their members about the fact that non-members receive the benefits from, but do not help to defray the expenses of, the union's negotiations with the company. It also overcomes the objections of some employees to being members of a union. Under this form of recognition, non-union employees pay a service charge as their share of the expenses of the bargaining agency—the union —yet do not have to join the union.

In actual practice, the bargaining agent, who has exclusive rights in the bargaining unit, holds agency meetings separate and distinct from union meetings. This has the effect of combining the features of a closed or union shop with those of either maintenance of membership or exclusive bargaining. There have been too few agreements containing this form of recognition to establish any definite pattern. However, regardless of any established practices, this clause can be modified to include features of all the other forms of recognition.

If this clause is to be included:

a. Shall a trial or probationary period be established during which the new employees shall not be required to join the bargaining agency or the union, nor shall be represented by the union? What shall be the time limit?
b. Shall employees who join the union be required as a condition of employment to remain members in good standing?
c. Shall employees be permitted to join, withdraw, or refrain from joining the union whenever they so desire?
d. If continued membership in good standing is a required condition of continued employment:
    (1) Shall an escape clause be incorporated?
    (2) When shall such an escape clause be effective?
        (a) Each year or at each expiration date?
        (b) Whenever agreement is terminated or modified?
    (3) What method of notification of withdrawal by any member shall be established?
    (4) Shall the requirements for an employee's being a union member in good standing be defined?

(5) What rights shall the company have to require fair treatment by the union before expulsion or suspension of any member who would thereby be subject to loss of his job with the company?

(6) What type of notification and time limit for discharge or suspension shall be established in cases of employees' being declared not in good standing by the union?

(7) What procedure shall be established in cases of disputes between employees and the union regarding their membership in the union or their withdrawal from the union during the escape period?

(8) What shall be the membership standing of rehired employees who were union members:

(a) If rehired during period in which the agreement in effect at the time of their leaving is still in operation?

(b) If rehired during period in which the agreement in effect at the time of their leaving is not in operation?

(c) If they were off the payroll because of:

(1) Layoff?

(2) Resignation?

(3) Discharge?

(4) Leave of absence?

(9) Shall provision be made to protect non-union employees and their rights in the bargaining agency and in the company?

(10) Shall the union pledge no coercion, interference, or intimidation of non-member employees?

e. Shall the company be required to check off or automatically make deductions of monies due to the agency from the pay of each employee in the bargaining unit? (For detailed consideration, see "Collection of Union Dues," page 74.)

f. Shall the company be required to check off or automatically make deductions from the pay of each union member for any additional monies due the union? (For detailed consideration, see "Collection of Union Dues," page 74.)

6. Exclusive bargaining agency

The exclusive bargaining agency is that form of recognition in which the union is the sole bargaining agent for all employees in the bargaining unit, whether or not they are union members. This recognition is given by the National Labor Relations Board when it certifies a union as being the recognized bargaining agent for all employees in a given bargaining unit. It is usually the minimum form of recognition that any union will accept. It may be agreed upon even though a union has not been certified by the NLRB.

The fact that numerous states have passed State Labor Relations Acts patterned on the same lines as the National Act has also vastly increased the number of unions being certified as the sole and exclusive bargaining agencies for the specified bargaining units.

This form of recognition provides the union with no greater protection or security than it would receive under the National or State Labor Relations Acts. Employees are usually not required to join or remain union members as a condition of initial or continued employment or both. The union in such cases merely bargains for all employees and obtains no special benefits for itself or its membership. Whenever it attempts to obtain special benefits or membership provisions, it is actually requesting one of the other forms of recognition. Special benefits become preferences that are actually a phase of the preferential shop, and membership provisions may be any one of the others, depending upon the desired provisions.

If this clause is to be included:

a. Shall reference be made to the National or State Labor Relations Board decision, if any, under which the union obtained its legal recognition or certification?
b. Shall a statement be included recognizing the union as the exclusive or sole bargaining agent for all employees in the bargaining unit?
c. Shall a trial or probationary period be established during which the new employees shall not be represented by the union? If included, what shall be the time limit?
d. Shall the company be required to check off or automatically make deductions from the pay of each union member? (For detailed consideration, see "Collection of Union Dues," page 74.)

e. Shall provision be made to protect non-union employees and their rights in the company?
f. Shall the union pledge no coercion, interference, or intimidation of non-member employees?
g. Shall the company pledge no coercion, interference, or intimidation of employees who are union members?

7. Bargaining agent for members only

The lowest form of recognition, which is virtually out of use, is bargaining agent for members only. This form is probable only in agreements where the union is not strong enough or is unable to obtain either National or State Labor Relations Board certification.

Under this form of recognition, the union may create a discriminatory situation in which union members would obtain all benefits and non-union members none. Such recognition, unless preceded by a Board certification as the sole bargaining agent, permits the union and the company, if they so desire, to be legally impartial and discriminate against non-union members. In addition to obtaining preferential treatment for its members, the union may obtain the common maintenance of membership clause whereby its numbers must remain in good standing either as a condition of continued employment or as a condition to receiving preferential treatment. Both of these would be considered as higher forms of recognition than bargaining for members only.

If this clause is to be included:

a. Shall a statement be included recognizing the union as the bargaining agent for all its members in the bargaining unit?
b. Shall a trial or probationary period be established during which the new employees shall not be represented by the union?
c. Shall employees be permitted to withdraw from the union:
   (1) At any time during their employment?
   (2) During a given period?
      (a) Each year or at each expiration date?
      (b) Whenever agreement is modified or terminated?
   (3) Without loss of benefits or employment in the company?
d. What method of notification of withdrawal by any member shall be established?

e. Shall the company be required to check off or automatically make deductions from the pay of each union member? (For detailed consideration, see "Collection of Union Dues," page 74.)
f. Shall provision be made to protect non-union employees and their rights in the company?
g. Shall the union pledge no coercion, interference, or intimidation of non-member employees?
h. Shall the company pledge no coercion, interference, or intimidation of employees who are union members?

B. Bargaining Unit

The bargaining-unit section concerns itself with the employee coverage of the agreement. It deals with the employees who are to be covered by the agreement. This is usually decided upon by the National or State Labor Relations Board at the time it considers holding an election to determine the bargaining agent. When a union is certified by the Board, the bargaining unit is also stipulated.

The parties may agree before or after a Board certification, or even when one does not exist, on the employees to be included and excluded from the jurisdiction of the union for the purposes of collective bargaining. However, even though certain employees are excluded from the bargaining unit, they are not necessarily prohibited from joining the union. In fact, provision can be made in the agreement permitting them to join, if they so desire, but without bargaining privileges.

In some cases, when a company already has one or more unions as the bargaining agents for some of its employees, mention can be made of these unions and their coverage. This might be considered as part of the "excluded group" provision. At times a union might be the bargaining agent for all employees who are not included in the other unions.

If this provision is to be included:

1. Shall a general statement of coverage by plant, department, or craft be made, or shall there be a complete listing of jobs included in the bargaining unit?
2. Shall the groups of employees excluded be mentioned?
3. If listings are made, shall provision be made for new jobs that might also be covered by the bargaining unit?

4. Shall reference be made to the National or State Labor Relations Board decision, if any, under which the union obtained its legal recognition and the bargaining unit was established?

C. Company Encouragement of Union Membership

In those agreements where the closed or union shop form of recognition is not included, it is frequently the practice for the company to agree to coöperate with the union to the extent of encouraging union membership. This encouragement may take any of a number of forms, varying with the thoughts of both the company and the union.

If this clause is to be included, which form of encouragement shall be agreed upon?

1. Notification to all new employees of the existence of the union?
   a. Company approves employees' joining?
   b. Membership will not retard advancement in the company?
   c. Choice of joining left entirely up to the individual?
2. Issuance of copy of union agreement to all new employees?
3. Furnish union with list of all new employees eligible for membership?
4. Publicize union and union activities?
5. Permit stewards to recruit membership:
   a. On company property?
   b. On company time?

D. Collection of Union Dues

In view of the fact that the union requires funds to operate, provision in the agreement for the collection of union dues may become a vital issue. It is necessary properly to clarify this point because of the many controversies that might otherwise arise. The establishment of a mutually satisfactory clause which functions effectively will save both parties much time and effort.

Collection of dues can be made in two ways. It can be handled by the company through payroll deductions. This method is known as the "check-off." The second method is by direct collection by the union from its membership. Both methods have their advantages and disadvantages for both the company and the union.

The check-off gives the company extra clerical work but insures against the necessity of having to discharge employees for failure to pay their union dues and other monies due. The union is spared the task of collecting the monies individually, but it loses the personal contact and closer relationships developed when the check-off is not used.

There have been many unions that have opposed the introduction of the check-off. There also have been many companies that have fought to have the check-off included in the agreement. These reactions are the result of the philosophies of the company and the union negotiators. They will fight to exclude or to include those points or clauses which they believe will be beneficial to them or cause them the least amount of friction. The form of union security that is present in the individual situation also will serve to determine the stand to be taken by the company and by the union.

If this clause is to be included:

1. Shall the union be required to make its own collections of monies due it from its members?
   a. Shall it be permitted to make collections:
      (1) During working hours?
      (2) After working hours?
      (3) During rest periods?
      (4) During meal periods?
      (5) During specified periods?
      (6) In the plant?
      (7) On the company's premises outside the plant?
      (8) Outside the company's premises?
   b. If permitted on the company's premises, shall provision be made for providing the union with collection facilities?
      (1) A booth?
      (2) A desk?
      (3) A specific location?
2. Shall the company be required to check off or automatically make deductions of monies due the union or due the agency, when an agency shop exists, from the pay of each member?
   a. What monies shall be deductible?
      (1) Dues?
      (2) Assessments?
      (3) Fines?
      (4) Other deductions?

b. Shall the company be furnished with individually signed payroll deduction authorization for each employee from whom deductions are to be made? Shall any special form be designated for the purpose?
c. Shall the company be furnished with a list of employees from whom it must make deductions?
   (1) How frequently shall the list be furnished?
   (2) Shall additions to the list be required before a specified time each week or month?
   (3) Shall the amounts to be deducted from each employee be included in the lists?
d. Shall a specified amount of money be established as the deduction?
   (1) Shall separate amounts be established when deductions are made for both the agency and the union?
e. Shall provision be made for the maximum amount to be checked off per employee each deduction period?
f. How frequently shall the deductions be made by the company? Shall separate deduction periods be established when deductions are made for both the agency and the union?
g. Shall provision be made for the remittance of the monies checked off?
   (1) To whom shall it be sent?
   (2) Frequency of remittances?
h. Shall the company be required to furnish a list of the employees and the amounts of money deducted from each when it makes its remittance? Shall separate lists be made when deductions are made for both the agency and the union?
i. Shall the costs of administering the check-off be borne:
   (1) Entirely by the company?
   (2) Entirely by the union, the agency, or both?
   (3) By all parties?
j. If the costs are to be borne by the union, the agency, or both, what shall be the amount paid to the company or deducted from the remittance by the company?
   (1) Percentage of total monies collected?
   (2) Fixed sum per deduction?
   (3) Fixed sum per payroll period?

k. What provision shall be made for the collection of monies due from employees not working during the payroll period in which the deductions are made?
   (1) Carried over to next payroll period?
   (2) Carried over to next deduction period?
   (3) Union or agency to make direct collection from affected employees.

l. Shall provision be made for the union to reimburse the company for any losses and expenses sustained in case of suits for illegal or improper deductions made at the request of the union?

m. Shall provision be made for employees to withdraw their payroll deduction authorization?
   (1) What method of notification of withdrawal shall be established?
   (2) When shall the withdrawal be made?
      (a) Any time during the life of the agreement?
      (b) Each year or at each expiration date?
      (c) Whenever agreement is terminated or modified?

E. Wearing of Union Insignia

In some companies, because of the nature of their work, the wearing of any union insignia, such as a badge, a button, or an emblem, may create a serious problem. This is true of the food industries, which require the wearing of sterilized clothes to meet Health Department regulations. A few companies, in industries in which no special problems are raised by the wearing of insignias, have objected to this practice on the grounds that there is no need for them and that they may create friction between union and non-union employees. This objection may arise from the basic reasoning behind such practices by unions. The insignia is usually used to designate union membership and to differentiate between the members and the non-members. This practice may cause some conflict between these groups, although it does not necessarily imply that friction will result.

In cases where Health Department or safety regulations are such that the wearing of union insignias will be hazardous, the refusal to permit this practice is justifiable. But, even in some of these instances, it has been possible for the company and the union to

arrange to have emblems sewn onto the uniforms and sterilized with them to meet health and safety regulations.

Recently in two decisions,[2] the United States Supreme Court declared that union shop stewards may not be forbidden to wear their union buttons in the plant. On this basis, it might be presumed that the National Labor Relations Board will consider a company's refusal to permit union members to wear their union insignia an unfair labor practice that could be upheld in court.

If this clause is to be included:

1. Shall employees be permitted to wear union insignias in the plant?
   a. Union badges?
   b. Union buttons?
   c. Union emblems?
2. Shall the maximum size of each be defined?
3. Shall the employees be permitted to sew a union emblem on their work uniform:
   a. If uniform belongs to company?
   b. If uniform belongs to employees?

F. Union Label or Shop Card

Many companies desire to use the union label or the union's shop card or both for business reasons. They usually find that it serves as a stimulant, or at least it prevents a retarding of business. In other cases, unions attempt either to have the companies voluntarily agree to use the union label, the shop card, or both, or to force the companies to use them. This second method may be accomplished in a number of different ways, but primarily unions may get other unions to coöperate with them to the extent of refusing to purchase, use, or work on any materials or products that do not have a union label.

Regardless of whether the company itself or at the insistence of the union desires to use the union label or to display the shop card, it must be remembered that both are the property of the union. As such, they legally cannot be used without the consent of the union. Aware of this fact, some unions have set special requirements and even have used this clause to gain certain concessions from companies.

[2] Republic Aviation Corp. v. NLRB; Le Tourneau Co. v. NLRB, U.S. Supreme Court, Nos. 226, 452, April 23, 1945; Prentice-Hall Complete Labor Equipment (Labor Relations Service).

If this clause is to be included:

1. Shall the company be given the privilege of using the union label on their product or displaying the union's shop card?
2. Shall the company be required to use the union label on their product or to display the union's shop card?
3. Shall the costs of the union labels or the shop cards be borne:
   a. Entirely by the union?
   b. Entirely by the company?
   c. By both parties?
4. If the costs are to be borne by the company, what shall be the amount to be paid to the union?
   a. Fixed sum per label or shop card?
   b. Percentage of actual cost of producing them?
   c. Actual cost of producing them?
   d. Actual cost of producing plus additional percentage?
5. Shall provision be made for the location on the product of the union label or for the location in the premises of the company where the shop card is to be displayed?
6. What penalties shall be provided for in the event that the company fails to comply with the provisions of this clause?
   a. Payment to the union of a fine?
      (1) Per product unlabeled?
      (2) Fixed amount each time non-compliance is found?
   b. Suspension of privilege?
   c. Increase in cost of labels or shop cards?
7. Shall the company be permitted to decide on the size of the union label or the union's shop card?
8. Shall the company be permitted to design its own union label or the union's shop card?
   a. With or without union approval?

G. Pledge of No Coercion, Interference, or Intimidation

When the union does not have the closed or union shop form of recognition, it is frequently the practice to incorporate into the agreement a clause in which the union and its members pledge themselves not to coerce, interfere with, or intimidate any non-members. This is done to give the non-union employees maximum protection of their rights in the company. It usually is combined with a similar clause by the company protecting the union and its members.

If this clause is to be included:

1. Shall the union pledge itself and its members not to coerce, interfere with, or intimidate non-member employees?
2. Shall the company pledge itself not to coerce, interfere with, intimidate, or discriminate against the union or any union members?
3. Shall these provisions be defined in detail?
4. What penalties shall be provided for in the event that the union or any of its members or the company violates this clause?
   a. Termination of agreement?
   b. Discharge or discipline of violators?
   c. Withdrawal of certain privileges?
   d. Undoing of any action taken?
   e. Forfeiting of financial bond posted as reimbursement in case of violations?

H. Union Business Activities

A problem that usually arises in all companies is the conducting of union business activities by union members on the company premises or on the company's time. These activities, which the union finds difficult to conduct outside the company premises or during time other than working hours, are usually membership solicitation, collection of dues, discussions of union matters, discussion of grievances, and so on. Some of these may be provided for in other clauses of the agreement, but there will always remain some union business that has not been provided for elsewhere.

Many companies do not object to special union members, such as members of the shop committee or stewards, conducting union business or carrying on union activities on the company's premises during working hours. These companies usually voluntarily or by agreement overlook such activities, provided they do not interfere with the plant's operations or the work of any employees. Other companies have established limitations on these activities, whereas still others have forbidden them entirely. In this connection, it is well to note that the United States Supreme Court, in its decisions in the Republic Aviation Corporation v. National Labor Relations Board and the Le Tourneau v. National Labor Relations Board cases, set forth[3] that employees could solicit for the union on the

[3] Prentice-Hall Complete Labor Equipment (Labor Relations Service).

company's premises during their own time. Their own time includes rest, relief, and meal periods.

If this clause is to be included:

1. Shall the union be permitted to conduct its activities or business on the company's premises and during working hours?
   a. Limited to special union members?
   b. With permission of their supervisors?
2. Shall the activities or business permitted be defined?
3. Shall the time be limited to employee's own time?
4. Shall provision be made that these activities cannot interfere with the plant's operation or the work of any employees?
5. What penalties shall be provided for in the event that the union or any of its members violate this clause?
   a. Discharge or discipline of violators?
   b. Withdrawal of privileges?

I. Union Notices

Most unions desire to be provided with space for posting of union notices. At times they also request space in the employee publication, particularly when they are not large enough to publish their own paper. This may be treated as part of the clause on "Bulletin Boards," page 184.

If this clause is to be included:

1. Shall the union be permitted to post notices on company bulletin boards?
   a. Designated individuals?
   b. Any union representative?
2. Shall union notices be restricted to:
   a. Recreational and social affairs?
   b. Union elections and election results?
   c. Union meetings?
   d. Joint company-union material or information?
3. Shall the company require in advance of posting:
   a. Copy of notice?
   b. Company approval?
4. Shall the notices be required to conform to certain physical specifications?
   a. Typewritten?

b. Size and color of paper?
c. Maximum number at any one time?

5. Shall one or more bulletin boards be designated for the use of the union?
   a. How many?
   b. Exclusive use by union?
   c. Joint use by company and union?
   d. Definite locations established?

J. Union Obligations

One of the demands that companies can make of unions is that they agree to set forth their obligations under the agreement. These obligations are the things that a company expects from a union in keeping with the terms and spirit of the agreement. They are the ways in which the union and its members can coöperate with the company.

If this clause is to be included:

1. Shall the union and its members agree to coöperate with the company in all ways?
2. Shall they agree to make or continue to make an honest and conscientious effort:
   a. To eliminate waste?
   b. To increase production?
   c. To improve methods?
   d. To produce a good day's work?
3. Shall they agree to eliminate practices limiting production?
   a. Featherbedding and goldbricking?
   b. Maximum production standards?
   c. Refusal to use certain equipment, machinery, and methods?
4. What penalties shall be provided for in the event that the union or any of its members violate this clause?
   a. Termination of agreement?
   b. Discharge or discipline of violators?
   c. Withdrawal of certain privileges?
   d. Forfeiting of financial bond posted as reimbursement in cases of violations?

K. Work on Non-Union Materials

Some unions object and even refuse to have their members work on materials, parts, or products made by non-union members.

This is one of the methods unions have of coöperating with each other to protect themselves from inroads into their jobs by non-union members.

If this clause is to be included:

1. Shall union members be required to work on non-union-made materials?
2. Shall materials be considered non-union-made:
   a. If made by rival union?
   b. If made by union not affiliated with same federation?
   c. If made by union in another area?

L. Copies of Labor Agreement

At times the labor agreement may include a clause dealing with the reproducing and distributing of copies of the agreement. This is a subject that frequently is deliberately evaded by some companies and unions. For various reasons these parties do not wish to permit their agreements to be made general information. They usually desire to allow only the few persons directly concerned to have copies. In some cases, only one of the parties will refuse to distribute copies, with the result that either the union members or the supervisors, whichever the case may be, feel that they are being neglected or kept in the dark.

For the best operating results, it is desirable to distribute copies of the agreement to all parties, including all new employees. There should be nothing in the agreement that must be hidden from the employees or the supervisors. The thought that the union or the company loses prestige when the agreement is made available to all persons is based upon a misconception. The union gains strength, as does the company, when they permit the employees to read about the benefits that have accrued to them as a result of negotiations between the company and the union.

If this clause is to be included:

1. Shall the labor agreement be distributed:
   a. To all present and future employees, supervisors, and executives?
   b. To a restricted group?
2. How shall the agreement be reproduced?
   a. Printed?
   b. Duplicated?
   c. Photostated?

3. What shall be the size of the reproduction?
4. Shall the costs of reproducing the agreement be borne:
   a. Entirely by the company?
   b. Entirely by the union?
   c. By both parties?

M. Union Representatives

The subject of the union representatives may be discussed either as part of the clause on "Recognition of the Union" or as part of the clause on "Grievances." The choice is not important, since either location will serve the purpose. However, under the Recognition clause, there should be a discussion of the representatives that the union will have in the company, their functions, rights, and limitations. This prevents any confusion and difficulties when these individuals function for the union. It also designates to the company the official representatives of the union with whom the foremen and the executives should deal.

If this clause is to be included:

1. What internal representatives shall the union designate?
   a. Shop stewards?
   b. Shop committee?
   c. Chief steward?
   d. Union officers?
   e. Executive Board?
2. How many internal representatives shall be designated?
3. Shall provision be made for the method of selection of these representatives?
4. Shall their functions in the union be defined?
5. What rights shall such representatives have in the company?
   a. Handle grievances?
   b. Conduct union business and activities?
   c. Represent employees in dealings with the company?
   d. Special seniority? [4]
6. What limitations shall be provided for?
   a. Non-interference with operations or work of employees?
   b. No union business or activities carried on during working hours or on the company's premises?

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[4] This provision is discussed in detail under "Seniority," page 188.

c. Permission of foremen required prior to leaving jobs or departments to carry on union functions?
d. Maximum number permitted to engage in any one union activity?

7. Shall the union be required to furnish the company with the name of each of its internal representatives?
8. What external representatives shall the union designate?
   a. Business agent?
   b. District representative?
   c. Union officers?
   d. International representative?
9. How many external representatives shall be designated?
10. Shall their functions in the union be defined?
11. What rights shall such representatives have in the company?
   a. Handle grievances beyond a specified level or step?
   b. Represent employees and union in dealings with company?
   c. Conduct union business and activities?
   d. Visit the plant of the company?
12. Shall the reasons for plant visits by external union representatives be limited:
   a. To facilitate operation of grievance procedure?
   b. To investigate grievances?
      (1) Ordinary grievances?
      (2) Special grievances of such a nature that observation or investigation is necessary?
      (3) Preparation of data for appeal?
   c. To increase knowledge of operations?
   d. To company-requested visits?
   e. To participate in jointly sponsored activities?
      (1) Job evaluation?
      (2) Time study?
      (3) Methods improvement?
      (4) Introduction of new equipment?
      (5) Wage incentive plan?
13. Shall limitations be established for the time visit is to be made?
   a. Reasonable time of day?
   b. During working hours?
14. Shall the duration of the visits be fixed?

15. Shall the maximum number of union representatives on any one visit be set?
16. Shall the union request prior approval to visit the plant?
    a. Length of advance notice?
    b. Statement of reason for visit?
    c. Definite arrangements?
17. Shall the external representatives be accompanied:
    a. By internal representative?
    b. By representative of company?
    c. By both?
18. Shall the visits be subject to same regulations as apply to all employees?
    a. Governmental?
    b. Company?
    c. Health and safety?
    d. Fire?
19. Shall provision be made to confine visits to stated reasons?
20. Shall the union be required to furnish the company with the name of each of its external representatives?

N. Incorporation of Union Constitution and By-Laws

A number of craft unions, particularly those which establish minimum standards on a national basis for incorporation in their local unions' agreements, have made it a practice to insist that their union constitution and by-laws be made part of the labor agreement. This has the effect of the union's writing the agreement if the constitution and by-laws include subjects that are normally included in the labor agreement. If this is true, the company negotiating such a clause is actually giving away its bargaining rights to the parent union organization. To avoid such an effect, a company may limit the application of the union constitution and by-laws to purely union matters or it may agree to its inclusion only when it does not conflict with the other negotiated clauses of the labor agreement.

To protect themselves against changes during the agreement year, companies agreeing to the inclusion of this clause may be required to request that changes in the constitution or the by-laws shall have no effect on the labor agreement. Failure to do this may permit the union to modify the agreement merely by modifying its constitution and by-laws.

If this clause is to be included:

1. Shall the union constitution and by-laws be made a part of the agreement?
   a. Appendix?
   b. Statement to that effect?
2. Shall the inclusion of the union constitution and by-laws be limited:
   a. To union matters only?
   b. To matters not covered elsewhere in the agreement?
3. Shall changes, revisions, or modifications of the union constitution and by-laws become part of the agreement?
   a. Automatically?
   b. By agreement between company and the union?
   c. Not permitted during the life of the agreement?

CHAPTER EIGHT

WAGES

THIS major labor agreement clause, with its many subdivisions, usually has the greatest value to employees. The benefits of the union to the employees are seen in this clause to a greater extent than in any other. Most employees are concerned with the tangible wage benefits that are derived from the agreement. Regardless of whether there is provision for a wage increase, the various wage provisions capture the thoughts of the employees. Wage provisions are numerous and cover all money phases of the agreement. Some of them are directly related to other clauses of the agreement, such as vacation pay, holiday pay, overtime pay, severance pay, and so on. These provisions will be briefly noted under this clause and will be discussed in detail under their appropriate clauses.

Employees commonly think of wages only as the increases they receive and the wage rates they are paid. These forms of wages are those most easily recognized, but there are numerous others that result in more money being paid to employees. Many of these other forms are known as "fringe issues," meaning that they are not strictly wage matters but, because they concern themselves with money, they are on the fringe of wage matters.

The wage clause consists of provisions for increases, for basic wage rates, for job evaluation and classification, for incentive wages, for wage adjustment methods, and for the various "fringe issues." Each provision is broken down in the following sections, to permit easy analysis and evaluation. In actual practice, these provisions may be lumped into a smaller number of clauses.

A. Agreement Increases

The agreement increases are those wage increases to be received by the employees immediately as a result of negotiations. These are the usual type of increases provided for in the agreement. Most employees are primarily concerned with this type of increase because it usually has no relationship to the jobs they perform or their merit on these jobs. Agreement increases are given on a "blanket" basis, covering all or groups of employees with no regard for operating factors that usually govern increases.

If this clause is to be included:

1. Shall the increase be:
   a. Percentage of employees' present wages?
   b. Specific amount per employee?
2. Shall the increases be:
   a. "Across the board"—all employees treated alike?
   b. Fluctuating in accordance with job classifications or present rates of pay?
3. When shall the increases be effective?
   a. As of the date of the final signing of the agreement?
   b. Retroactive to some previous date?
      (1) Start of negotiations?
      (2) Certification of union?
      (3) Expiration of old agreement?
4. Shall provision be made to have these increases conform to all governmental regulations?

B. Operating Increases

Although most employees are primarily concerned with the agreement increases when negotiations are taking place or have just been completed, they invariably find greater interest in the operating increases—those received by employees during the life of the agreement. The method of giving these increases has been disputed by unions for many years. More dissatisfaction can be generated by improper handling of this phase of the wage clause than in most of the other clauses, largely because employees feel that through such increases their abilities are recognized and compensated for. It must also be remembered that these increases change existing wage relationships between employees; thus there exists potential friction in the carrying out of this type of increase provision.

If this clause is to be included:

1. Upon what basis shall operating increases be granted?
   a. Length of service?
   b. Merit?
   c. Cost-of-living changes?
   d. Promotion or reclassification?
   e. Operation of a trainee system?
   f. Combination of any two or more of the above?
2. Shall periodic reviews be made to determine the employees who should be granted an increase?
   a. How often shall they be made?
   b. Who shall be a party to the review?
      (1) Only company executives?
      (2) Company executives and supervisors?
      (3) Company and union representatives?
      (4) Company and union representatives and employees involved?
3. What shall be the amounts of the increases?
   a. Predetermined by basic wages and classifications?
   b. Discretionary with review committee?
   c. Minimums and maximums established?
4. Shall employees or the union be permitted to appeal any decision made by the review committee on such increases?
   a. Level of the grievance procedure applicable?
   b. Shall it be arbitrable?
   c. Shall the union be required to submit in writing its reasons why the decision is being appealed?
   d. Shall the company be required to justify all decisions?
5. Shall provision be made to have these increases conform to all governmental regulations?

C. Basic Wages

Basic wages are the wage rates that the company pays for each of the jobs covered by the agreement, including hiring rates, rate ranges for each job or job classification, and wage differentials.

This clause is usually included in the agreement because it furnishes the major portion of the wage rate information desired by the union as well as all the employees. In some companies this may be a simple clause, but in others it becomes involved and difficult to understand.

If this clause is to be included:

1. Shall the hiring rates for all jobs be listed?
2. Shall provision be made for the payment of higher starting rates in cases of applicants with prior experience?
3. When the hiring rates are the minimum rates established by law, shall this fact be mentioned in this provision?
4. Shall the wage rates or rate ranges—minimum and maximum rates—for each job be listed?
5. Shall provision be made for differentials in wage rates?
   a. Where the items manufactured vary according to price lines?
   b. Plants located in different sections of the country?
   c. According to classification of company in the industry?
   d. Sex differences?
   e. Learners?
   f. Handicapped?
   g. Aged?
   h. Minors?
   i. Hazardous or unpleasant work?
   j. Night work?
   k. Efficiency?
   l. Machine operation versus hand operation?
   m. Part-timers?
   n. Working group leaders?
6. How much shall the differential be?
7. Shall a time limit be established during which the differential wage rate will be paid?
8. Shall the wage rates or rate ranges be modified to include the differential?
9. What jobs shall be entitled to differentials?
10. Shall provision be made for the establishment of hiring rates and wage rates or rate ranges for new jobs?
    a. Established in accordance with existing wage structure?
    b. Established by company?
    c. Established by company and union?
    d. Shall proposed rate be submitted to union?
    e. Appeal of any decision?
       (1) Level of the grievance procedure applicable?
       (2) Shall it be arbitrable?

11. Shall employees who temporarily work on a job other than their regular job be paid the rate for the new job?
    a. Transfer?
    b. Promotion or up-grading?
    c. Demotion or down-grading?
12. What shall be the effect if the change is:
    a. Voluntary—at employee's request?
    b. Involuntary—at company's request?
    c. Compulsory—required by circumstances?
13. What shall be the definition of a temporary change?
    a. Time limit?
    b. Emergency?
14. What rate shall employees be paid when permanently changed from one job to another?
    a. Transfer or reclassification to same level job?
        (1) Retain present rate?
        (2) Increase of present rate?
        (3) Decrease of present rate?
    b. Promotion or up-grading?
        (1) Retain present rate?
        (2) Minimum of rate range of new job?
        (3) Wage rate of new job?
        (4) Percentage increase of present rate?
        (5) Fixed increase of present rate?
        (6) Arbitrary increase of present rate?
    c. Demotion or down-grading?
        (1) Retain present rate?
        (2) Maximum of rate range of new job?
        (3) Highest rate received while previously in lower grade?
        (4) Percentage decrease of present rate?
        (5) Fixed decrease of present rate?
        (6) Arbitrary decrease of present rate?
        (7) Decrease to appropriate rate on lower-graded job?
15. What shall be the effect on the rate paid if the change is:
    a. Voluntary—at employee's request?
    b. Involuntary—at company's request?
    c. Compulsory—required by circumstances?
16. What shall be the effective date of the rate changes?
    a. Time of transfer or change?
    b. After specified period of time?

(1) Trial period?
(2) To permit down-graded employees to adjust their budget to their decreased income?

17. Shall provision be made for an appeal of any wage decision?
    a. Level of the grievance procedure applicable?
    b. Shall it be arbitrable?
    c. Shall the union be required to submit its reasons for the appeal?
    d. Shall the company be required to justify all decisions?

D. Job Evaluation and Classification

Job evaluation is a system or technique of measuring all jobs to determine their relative values. It is used to classify jobs into groups that can be assigned wage rates or rate ranges. There are many different methods of job evaluation in use. Many of the better-known plans have been adopted in their entirety or modified by those who use them. This practice makes it difficult to achieve any uniformity that would lend itself to standardization and the obtaining of comparable data.

In view of the fact that many companies use these plans to establish their wage rates or rate ranges, unions and employees are vitally interested in them. Their interest is further engendered because these plans, in being established, are usually based upon arbitrary decisions of management.

Numerous unions demand that they be permitted to participate in the establishment of the plan and the actual evaluation. They do this in the belief that they will insure accuracy and an unbiased measurement of each job. However, other unions object to participating on the grounds that they prefer to have nothing to do with the determinations except to police the results. They feel that it is necessary for them to reserve the right to appeal or protest against anything that they or their members object to. If they were a party to the establishment of anything objectionable, they would be subject to the same employee criticism as the company, and this would be embarrassing to the union leadership.

If this clause is to be included:

1. Who shall determine the method of job evaluation to be used?
    a. The company?
    b. The union?

c. Both parties through a joint committee or by mutual consent?
d. An outside organization or individual?
(1) Selected by the company?
(2) Selected by the company and the union?

2. Shall reference be made to the method adopted or in use?
3. Who shall make the job evaluation and the classification?
a. The company?
b. The union?
c. Both parties through a joint committee or by mutual consent?
d. An outside organization or individual?
4. Shall the plan be publicized and explained?
a. To all union internal and external representatives?
b. To all employees?
5. How shall wage rates or rate ranges be assigned to the evaluated jobs? Shall they be listed in the agreement?
a. Individually to each job?
b. By job-classification grades?
6. Who shall determine the wage rates or rate ranges for the jobs or labor grades?
a. The company?
b. The company and the union through a joint committee or by mutual consent?
c. An outside organization or individual?
7. How shall the wage rates or rate ranges be determined?
a. Arbitrarily?
b. By mutual agreement?
c. In relation to existing company rates?
d. In relation to prevailing area rates?
8. Shall the union be permitted to review and approve the evaluations and classifications of all jobs before they become final?
9. Shall the classification and description of all jobs be included as part of the agreement?
10. Shall the listing of all employees into the job classifications be included as part of the agreement?
11. Shall provision be made for periodic reviews of all job classifications?
a. How often shall they be made?
b. Who shall be a party to the review?

(1) The original parties to the job evaluation?
(2) Company and union representatives?
(3) Company representatives only?
(4) An outside organization or individual?

12. Shall the reclassification of any jobs be subject to union approval or consent?
13. When shall the reclassifications of jobs and the employees involved on these jobs become effective?
14. Shall the review procedure be used when changes occur in jobs?
    a. Elimination of jobs?
    b. Modification of jobs?
    c. Addition of new jobs?
15. Shall provision be made for an appeal of any job evaluation or classification decision?
    a. Level of the grievance procedure applicable?
    b. Shall it be arbitrable?
    c. Shall the union be required to submit its reasons for the appeal?
16. Shall the relationship between job evaluation and basic wages be set forth?

E. Incentive Wages

Incentive wages are one form of wages about which there has been much diverse opinion. Such a clause always provides for methods of paying wages in relation to productivity. This factor has been the cause for the controversies that exist. Many unions object to incentive wages because they tend to create competition among employees, decrease the number of employees required on any work, and cause variations in the amount of wages received by the employees. Companies prefer incentive wage plans because they are assured of a relatively stable unit labor cost and greater employee efficiency. Some companies, on the other hand, dislike such plans because they feel that quality suffers and that it is difficult to administer incentive wages properly in certain types of operations.

There are many incentive wage plans in operation, each of which has its own operating principles, provides for different incentives, and is subject to different controls. Most companies will be required to fashion their own plan or to modify one of the existing ones to fit their particular circumstances. Some plans, similar to

piece work, provide a fixed incentive wage for each unit of production. In other plans the incentive wage paid varies with the number of units of production.

If this clause is to be included:

1. Who shall determine the incentive wage plan to be used?
   a. The company?
   b. The union?
   c. Both parties through a joint committee or by mutual consent?
   d. An outside organization or individual?
      (1) Selected by the company?
      (2) Selected by the company and the union?
2. Shall reference be made to the plan adopted or in use?
3. Who shall determine the production standards and the method of computing incentive earnings?
   a. The company?
   b. The union?
   c. Both parties through a joint committee or by mutual consent?
   d. An outside organization or individual?
4. How shall the production standards be established?
   a. Time and motion study?
   b. Past performance records?
   c. Arbitrarily?
   d. Mutual agreement?
5. Shall the production standards make allowance for:
   a. Waiting, delay, or down time?
   b. Personal factor?
   c. Fatigue?
   d. Operating efficiency of machines?
   e. Incentive?
6. Shall the amounts of the allowances be listed in the agreement?
7. Shall the operations be improved prior to the establishment of the production standards?
8. Shall the union be permitted to review and approve the plan before it becomes final?
9. Shall the plan be publicized and explained?
   a. To all union internal and external representatives?
   b. To all employees?

10. Shall the production standards and the method of computing the incentive wages be included as part of the agreement?
11. Shall the methods of operations on the basis of which the production standards were established be included as part of the agreement?
12. What procedure shall be established to review production standards?
    a. Periodically?
    b. When changes or revisions are made in the methods of operations of any jobs?
    c. How often shall the periodic reviews be made?
    d. Who shall be a party to the review?
        (1) The original parties to the establishment of production standards?
        (2) Company and union representatives?
        (3) Company representatives only?
        (4) An outside organization or individual?
    e. Shall revised production standards be subject to union approval or comment?
    f. When shall revised production standards become effective?
    g. Shall rules be established for determining when changes or revisions in the methods of operations require revisions in the production standards?
        (1) Any changes or revisions?
        (2) Changes or revisions exceeding specified percentage of standards?
        (3) Changes or revisions made by company?
        (4) Changes or revisions made by employees?
13. Shall the review procedure be used to establish production standards on new jobs?
14. How shall the incentive wages earned by employees be paid?
    a. Separate checks?
    b. Cash?
    c. Part of regular pay?
15. Shall employees be given an earnings guarantee?
    a. When production standards are not met?
    b. When original standards are revised?
    c. When placed on new jobs?
    d. When time is lost:

(1) Waiting for work?
(2) Because of machine breakdown?
e. When placed on non-standard jobs?
f. When assigned to experimental work?
g. When any unusual operating conditions are present?

16. What shall be the earnings guarantee?
a. Hourly rate?
b. Average earnings for a prior period?
c. Percentage of average earnings?
d. Percentage above hourly rate?
e. Specified amount above hourly rate?

17. On what basis shall incentive wage be figured?
a. Job?
b. Hourly?
c. Daily?
d. Weekly?

18. Shall incentive wage earnings be used to offset or to make up for lack of earnings during the same pay period?

19. On overtime work, shall incentive wage earnings be calculated on the overtime rate of pay?

20. Shall provision be made for the distribution of available work to provide equal opportunities to all employees?

21. Shall provision be made for an appeal of any incentive wage matters?
a. Level of the grievance procedure applicable?
b. Shall it be arbitrable?
c. Shall the union be required to submit its reasons for the appeal?

F. Reopening of Wages

Many unions in establishing wages for the agreement period do not want to be inflexibly bound by those wages in case of changes during the life of the agreement. To offset this, they usually request that provision be made for reopening the wage clauses whenever certain changes take place. Numerous companies also want such a clause in the agreement because it protects them whenever there is need to reduce wages to meet changed conditions. However, it must be remembered that such a clause must be operative in both directions if both the union and the company are to benefit from its provisions. Neither party should be subjected to a possible disadvantage without the opportunity of obtaining an advan-

tage. Thus, if the clause is to provide for an increase in wages if conditions improve, it should also provide for a decrease if conditions become bad.

This clause is frequently called the "escalator clause." It applies when provision is made for upward or downward adjustments, or both. In some cases, wages are tied up to a standard and fluctuate upward and downward in direct ratio to fluctuations of the standard. The standard is usually the cost of living, but may be some other index upon which wages may be based.

Occasionally agreements are negotiated during unstable periods. The company may be unable to agree to wages based upon prevailing conditions, or the union may be unwilling to do likewise. In such cases, the parties can agree to temporary wages with the matter subject to reopening for discussion at a later date. Thus the immediate situation is provided for and the unpredictable future taken into account.

The reopening of wages ties in directly with the no-strike, no-lockout clause of the agreement. Unions believe that they automatically regain the right to strike for the purposes of obtaining wage increases if the agreement provides for the reopening of the wage question. Unless this point is clearly specified in the agreement, both sides may take opposite action. Each will firmly believe that it is taking the legal course of action.

If this clause is to be included:

1. Shall wage provisions be reopened:
   a. Automatically?
   b. Upon advance notice by either party?
   c. On a specified date or dates?
   d. After a specific interval of time?
   e. At the end of a war?
   f. After a fluctuation or change:
      (1) Of a predetermined nature?
      (2) Of a given percentage?
      (3) In business and economic conditions in general?
      (4) In business and economic conditions of the company?
      (5) In the cost of living?
      (6) In the competitive position of the company?
      (7) In the prevailing or average wages in the company's area?

(8) In the product manufactured by the company?
(9) In the government's wage-stabilization program?
(10) In the price of the products manufactured?
(11) In the average employee or plant productive efficiency?
(12) In the wages provided for in agreements with other unions:
(a) In same plant?
(b) In same company?
(c) By competitors?

2. How much shall be the amount of the wage adjustment?
a. Pre-established amount?
b. Pre-established percentage of present wages?
c. Determined by negotiations?
3. Shall the amount of the adjustment be related to the percentage or nature of the fluctuation or change (i.e., five-cents-per-hour adjustment for each fluctuation of 10 per cent or more)?
4. Shall the adjustment be downward as well as upward when required by the fluctuations or changes? Shall a minimum be established?
5. What shall be the effective date of the adjustment?
6. Shall the adjustment be arbitrable if an agreement cannot be reached either on the necessity for reopening the wage clause or the amount of the adjustment?
7. If arbitrable, shall the no-strike, no-lockout provision of the agreement be applicable?

G. Reporting Pay

In some companies, it has been the practice to have employees report for work and, if no work is available, to send them home without paying them for the time. In other cases, they may work for a short period of time and then be sent home. To overcome such practices, unions have requested the inclusion in agreements of a clause on reporting pay. They want employees who report for work to be given a guarantee of a specific number of hours of pay for the day. Some states have passed laws setting the legal minimum pay to be given employees who report for work. Thus, whether they work a limited amount of time or not at all, they must be paid at least the minimum established by law.

If this clause is to be included:

1. What prior notice shall be established for notifying employees not to report for work?
   a. Time limit for such advance notice?
   b. Form of such notice?
      (1) Letter or postcard?
      (2) Telephone call?
      (3) Telegram?
      (4) Announcement in plant?
      (5) Announcement over local radio station?
2. How many hours of pay shall be guaranteed to employees reporting for work on regular or premium days?
   a. If sent home without starting to work?
   b. If they commence working?
3. Shall employees reporting for work be required:
   a. To wait out the time established for reporting pay?
   b. To work at any other type of reasonable work available?
4. What causes shall modify this provision or make it non-operative?
   a. Causes not within the control of the company?
      (1) Fire, earthquake, floods, or similar occurrences which prevent the company from operating?
      (2) Cancellations of contracts without sufficient notice to the company to notify employees?
      (3) Lack of power or light?
   b. Work stoppages by employees?
   c. Absence by employees continuously for a specific number of days or without notice?
   d. Reporting for work late?
   e. Absence of key employees in group operations?

H. Call-In Pay

Employees are frequently called in to work in certain industries for various emergency reasons. This usually occurs outside of their regular working hours, either before their regular starting time or after their quitting time. This clause is related to that on reporting pay. In both instances, the employees are guaranteed a specified number of hours of pay for reporting to work. In the one case, the employees report at their regular starting time; whereas in the other, they report at the special request of the company.

If this clause is to be included:

1. How many hours of pay shall be guaranteed as a minimum to employees called in to work at times other than their regular hours of work?
2. Shall employees be paid a premium for call-in work?
   a. Overtime rates for time worked?
   b. In addition to time worked?
3. From what time shall call-in pay be calculated?
   a. Time notified to report?
   b. Starting time?
   c. Starting time plus travel-time allowance?
4. Shall employees be required to report to work when called in?
   a. In case of emergency?
   b. Replacement for absentees?
   c. Extra work requirements?

I. Waiting Time

Closely related to the practice of sending employees home shortly after reporting for work is that of keeping them waiting for work. Frequently in the course of a day's work there may be delays that will require employees to wait for work. These delays may be caused by material shortages, machine breakdowns, poor planning, and other similar occurrences. Employees may thus find themselves at various times with no work to do at the moment. Recognizing these situations, many agreements contain provisions governing the pay for this waiting time.

If this clause is to be included:

1. Shall payment be made for waiting time?
   a. When production is unable to start at the beginning of the shift?
   b. When production is stopped during working hours?
   c. When it is a usual occurrence?
   d. When caused by stoppages beyond the control of the company?
      (1) Fire, earthquake, floods, or similar occurrences which delay the company's operations?
      (2) Temporary loss of power or light?
      (3) Work stoppage by employees?

(4) Lateness of other employees?
(5) Breakdown of machinery?

2. Shall employees be given opportunity to make up for waiting time by working after regular shift hours?
   a. Shall these extra hours or make-up time be paid for?
      (1) At straight time?
      (2) At overtime?
3. Shall a maximum time limit be established?
4. Where incentive wage plans are in operation, how shall waiting time be computed?
   a. When less than a specified amount of time per day, included in the production standard?
   b. When more than a specified amount of time per day?
      (1) Straight-time hourly rate?
      (2) Average earnings?
      (3) Percentage of average earnings?
      (4) Percentage above hourly rate?
      (5) Specific amount above hourly rate?

J. Travel Allowances

Many companies on occasion require some of their employees to travel on company business. In other companies, some employees are constantly traveling in the course of their work. Many problems requiring clarification are created by such situations. When these problems are present in numerous cases and at frequent intervals, it may be desirable to have a clause in the agreement to cover travel allowances. Such a clause is also necessary when a considerable number of employees must travel as part of their regular day's work.

If this clause is to be included:

1. What shall be meant by *traveling?*
   a. Beyond a specified distance?
   b. Away from the plant or home office longer than a specified period of time?
2. What provision shall be made for allowance for board and lodging while traveling?
   a. Flat sum per day?
   b. Cost of definite type of accommodations?
   c. Actual expenses?

3. What traveling expenses shall be allowed when the company's cars or trucks are used?
   a. Flat sum per trip or per period of time?
   b. Actual expenses?
   c. Specified sum per mile of travel?
4. What traveling expenses shall be allowed when regular means of transportation are used?
   a. Flat sum per trip or per period of time?
   b. Actual expenses?
   c. Cost of definite type of accommodations?
   d. Variations due to mileage to be covered and length of time?
5. What traveling expenses shall be allowed when the employees' personal means of transportation are used?
   a. Flat sum per trip or per period of time?
   b. Actual expenses plus rental allowance?
   c. Specified sum per mile of travel?
6. Shall a travel premium be added to employees' regular wages and expenses when traveling is not a provision of their regular day's work? What shall the amount of the premium be?
7. How shall working time be computed for payment of regular wages when employees are traveling on company business?
   a. Mileage traveled?
   b. Number of trips?
   c. 24-hour periods?
   d. Straight weekly basis?
   e. Actual hours of work plus travel time?
8. How shall employees be paid their regular pay while traveling?
   a. Pre-payment?
   b. Check or money order mailed?
   c. Cash through other sources?
   d. Delayed payment?
   e. Deposit in specified bank?

K. Portal-to-Portal Pay

One of the newer labor agreement provisions is that of portal-to-portal pay. This clause provides for the granting of an allowance to employees for time consumed in traveling to and from the plant

entrance or the entrance onto the company's premises and the working area. Although principally in use in the mining industries, because of a recent U. S. Supreme Court decision,[1] this clause may be an issue in other industries, particularly those in which the employees must travel long distances between the entrance to the company's grounds and the time clocks. When the time clocks are located at the entrance to the company's premises, this clause may have no value unless the employees' time is calculated by deducting the time consumed by the employee in getting to or from his work place. The latter is the method commonly used in industry, although it is related to fixed or scheduled hours of work. In other words, employees are scheduled to report for work at a given time and to leave at a given time, and if they punch in prior to their reporting time and punch out after their quitting time, they are credited only with working a scheduled day. Thus the time required in traveling to and from the company entrance and the work place would not be paid for.

If this clause is to be included:

1. What time allowance shall be made?
   a. Specified period of time per day?
   b. Actual time consumed?
2. On what basis shall this time allowance be paid?
   a. Straight-time hourly rate?
   b. Increased hourly rate?
   c. Fixed sum per day?
   d. Special rate?
3. Shall a list of the jobs covered by this provision be included?
4. Where shall the time clocks be located?
   a. At plant entrance?
   b. At entrance onto the company's premises?
   c. At the work area?

L. Special Clothing or Tools

The nature of work in many companies requires employees to wear special uniforms or to use special equipment and tools. The uniforms may be of such a nature that they cannot be used except for work, and the tools or equipment may be entirely different from

[1] Tennessee Coal, Iron & Railroad Co. v. Muscoda Local No. 123, etc., et al.; Sloss-Sheffield Steel & Iron Co. v. Sloss Red Ore Local No. 109, etc., et al.; Republic Steel Co. v. Raimund Local No. 212, etc., et al.; (1944) 321 U. S. 590, 64 S. Ct. 195.

that in use in any other companies. In such cases, the companies usually agree to supply all employees with this equipment. This is particularly true when health regulations require sterilized uniforms.

Where the company does not require special uniforms or tools, but merely requests employees to furnish them, or where the uniforms or tools can be used outside of work by the employees, it is customary that the company need not supply them. The fact that some companies furnish them free of charge or at a slight cost to the employees can be considered as evidence of enlightened policies.

The requirement that employees wear special clothing has given rise to a new wage provision for dressing time. This is related to portal-to-portal pay in that employees are granted an allowance for the time consumed in changing into and out of their street clothes and their special working clothes at the starting and quitting times. The theory behind this provision is that employees are spending time doing something required of them by the company and therefore should be compensated for the time consumed.

Also closely related to dressing time is tool-maintenance time. Although limited in use at present, tool-maintenance time may become widespread. This provision grants employees a time allowance for maintaining their own special tools in good working conditions during periods other than working hours.

If this clause is to be included:

1. Shall the employees be required to wear special clothing or use special tools?
   a. Shall special clothing and special tools be defined?
   b. Shall jobs requiring their use be listed?
2. Shall the company furnish this equipment to the employees?
   a. Free of charge? If so, shall a deposit be obtained from each employee? What amount?
   b. At cost?
   c. At special price?
3. Shall the employees be required to supply themselves with this special equipment?
   a. At their own expense?
   b. At the company's expense? If so, shall a deposit be obtained from each employee? What amount?
   c. Allowance from the company?

4. Shall the company or the employees be responsible:
   a. For maintenance of the equipment?
   b. For repair when damaged by employees?
   c. For replacement?
      (1) When damaged beyond repair?
      (2) When worn out?
      (3) When lost or stolen?
5. Which of the above provisions under 2, 3, and 4 shall apply when employees are not required but are merely requested by the company to wear special clothing or use special tools?
6. What method shall be adopted for the payment by employees for special equipment or the replacement of this equipment?
   a. Payroll deduction?
   b. Cash?
   c. Absorption of deposit made by employees when receiving the special equipment as a loan from the company?
7. Shall an allowance be made for dressing time?
8. Shall an allowance be made for tool-maintenance time?
9. What time allowance shall be made?
   a. Specified period of time per day?
   b. Actual time consumed?
10. On what basis shall this time allowance be paid?
    a. Straight-time hourly rate?
    b. Increased hourly rate?
    c. Fixed sum per day?
    d. Special rate?
11. Shall a list of the jobs to receive this time allowance be included?

M. Reimbursements to Company

In some companies, provision is made to require employees to reimburse the company for damages, spoilages, or loss of any company equipment or materials. This practice is not common except for certain losses of company property borrowed by the employees or loaned to them during their employment. Rather than have the onus of forcing employees to pay for damages or spoilages, many companies provide for the disciplining or discharging of the offenders. A few provide not only the reimbursing of the company for the loss but also the disciplining or discharging as punishment for the occurrences.

If this clause is to be included:

1. Shall the employees be required to reimburse the company?
   a. For deliberately damaged work or equipment?
   b. For accidentally damaged work or equipment?
   c. For excessive spoilage?
   d. For loss of company equipment?
      (1) Uniforms?
      (2) Tools?
      (3) Equipment?
      (4) Badges or buttons?
      (5) Locker keys?
2. What shall be the standard for spoilage beyond which employees shall be required to reimburse the company?
3. What method of reimbursing the company shall be used?
   a. Payroll deductions?
   b. Cash?
   c. Absorption of deposit made by employees when receiving the equipment as a loan from the company?
4. How shall the amounts of the reimbursements be determined?
   a. Predetermined? Shall these amounts be included in the agreement?
   b. By the company?
   c. By the union?
   d. By both parties through joint committees or by mutual consent?
   e. By cost of replacement?
5. Shall the employees be subject to disciplinary action in addition to the reimbursement?

N. Payroll Deductions

To eliminate a vast amount of unnecessary clerical work, many companies limit the type of payroll deductions that they will permit. This may also result from the inability of the company's payroll records to accommodate more than a limited number of deductions. On the other hand, many unions are also interested in limiting the number and type of payroll deductions to be made from the employee's pay. They realize that the more deductions made, the smaller is the amount of pay remaining for the employees to take home. This creates a certain amount of dissatisfaction among

the employees, which is undesirable from the standpoint of the unions as well as the companies.

If this clause is to be included:

1. What type of deductions shall the company be permitted to make from the pay of the employees?
   a. Those required by law?
      (1) Social security?
      (2) Unemployment insurance?
      (3) Income taxes?
   b. Union dues, assessments, fines, and other monies due?
   c. War bonds?
   d. Premiums for employee benefit plans?
      (1) Group insurance?
      (2) Hospitalization?
      (3) Medical and health insurance?
      (4) Pension?
      (5) Sickness?
   e. Contributions to funds or drives?
      (1) Specified funds?
      (2) Funds agreed upon by the company and the union?
   f. Repayment of employees' debts?
      (1) Accepted by the company?
         (a) Extra charge for the service?
         (b) Repayment within specified period?
      (2) Lay-off until settlement of debts outside of the company?
      (3) Discharge if garnishments on pay are obtained?
   g. Repayment of loans or advances made by the company?
   h. Reimbursements to the company for damages, spoilages, or loss of company material or equipment?

O. Night-Shift Differentials

One of the major "fringe issues" to be requested by unions is the payment of night-shift differentials. Usually applied when employees were required to suffer some inconvenience by working on the night shift, this clause has been expanded to include all types of night work. Even plants in which employees are required as part of their jobs to work on the second and third shifts, particularly continuous-operation plants, have been requested to pay the differential.

When employees are hired on a non-rotating shift basis, they are employed to work regularly on the first, second, or third shift. They are basically suffering no special inconvenience because they willingly accepted the particular shift as part of the conditions of employment. For this reason, few companies paid non-rotating shift employees a night-shift differential if they were employed on the second or third shifts. During the war, the National War Labor Board ordered the payment of differentials in many of these companies for various reasons. Most companies opposed this practice on the grounds that there were no inconveniences to the employees involved.

Inconveniences would result when employees worked on a rotating basis. Under such plans, they work for a period of time on one shift and then transfer for another period of time to a different shift. They may alternate between the three shifts or only between two of them. The period of time spent on each shift usually varies with the individual company. When employees are required to rotate, they have to change their routines of living, eating, and sleeping. For these inconveniences, they are paid a wage differential when employed on any shift other than the day shift. These inconveniences are not experienced by the employees who are on a non-rotating basis. They accustom their lives to the shift hours they work.

The idea of a night-shift differential has been used to furnish a source of additional wages for some employees. Such payment has been opposed by many companies on the grounds that the night shifts are almost always the least productive of all shifts and there seems to be no real reason to pay them more money for doing less work than day-shift employees. In many instances, the differentials are considered as a premium or an addition to regular wages; but, in other cases, they are made part of the employees' hourly rate of pay.

If this clause is to be included:

1. What shifts shall be covered by the night-shift differential?
   a. Working hours of the shifts?
2. What shall be the amount of the differential?
   a. Percentage of night-shift pay earned?
   b. Fixed increase to regular hourly rate?
   c. Fixed amount per week?
3. What shall be the variation in the differential paid to the third shift as against the second shift?

4. What shall be the effect on the night-shift differential of a system of rotating employees periodically through one shift and into another?
5. What shall be the effect of an employee working continuously through one shift and into another?
   a. First shift to second shift?
   b. Second shift to third shift?
   c. Third shift to first shift?
6. What special concessions shall be granted to night-shift employees?
   a. Longer rest periods?
   b. Paid meal periods?
   c. Free meals?
   d. Free coffee and doughnuts?
7. Shall the night-shift differential be paid on overtime hours?
   a. Straight-time hours of pay only?
   b. Actual hours of pay plus overtime premium?
8. Shall the night-shift differential be paid on incentive wages earned when above the straight-time hourly earnings?
9. Shall the night-shift differential be paid to part-time employees?
   a. Starting work beyond a specified hour?
   b. Working beyond a specified time?
   c. Working more than a specified number of hours?
10. Shall employees whose jobs exist only at night be excluded from the application of this clause?
    a. Night watchmen?
    b. Night porters and matrons?
    c. Night repair men?
    d. Employees in companies operating only at night?

P. Payment of Wages

The method of paying employees their wages is not usually included in the agreement. However, because it is frequently a source of employee discontent, it is a subject of interest to unions. Such a clause concerns itself not only with the method of payment but the time factors involved. These include the day payment is made, the time elapsed between end of pay period and pay day, and on whose time payment is made. On some of these points, many states have passed laws establishing minimum practices or preventing abuses by companies.

If this clause is to be included:

1. How frequently shall wages earned be paid?
   a. Daily?
   b. Weekly?
   c. Bi-weekly?
   d. Semi-monthly?
   e. Monthly?
   f. Annually?
2. How shall the wages earned be paid?
   a. By cash?
   b. By check?
   c. In credit?
   d. In kind or produce?
   e. By tokens or scrip?
3. On what day shall the wages earned be paid?
4. What period shall be permitted to elapse between the end of the pay period and the payment of the wages earned?
5. How shall the wages earned be distributed?
   a. Central location?
   b. Dispersed to all employees at their jobs?
   c. Mailed to them?
   d. Deposited for them in their bank accounts?
6. Shall the distribution of the wages be made:
   a. On the company's or the employees' time?
   b. Shall the time be designated for each shift?
7. Shall employees be permitted time off to cash their pay checks?
   a. At what period of the day?
   b. Time limit?

Q. Lost-Time Allowances

Many companies provide for some form of payment to employees who lose time from work because of various legitimate reasons. A number of these reasons have been sponsored by unions as means of assuring employees of a minimum weekly wage. Many of these reasons arose during the war period and were frequently included as a showing of patriotic spirit. In some companies, these allowances are made as part of the provisions of a sick-leave pay plan. In any event, this is another form of wage payment for unworked time that is given as a gesture toward obtaining improved employee morale.

If this clause is to be included:

1. Shall pay allowance be given to employees who have lost time?
   a. Jury duty?
   b. Union activities?
   c. Harvesting crops?
   d. Military training vacations or services?
   e. Visits to company or own doctor on compensation cases?
2. What shall be the amount of the pay allowance?
   a. Full pay for the time lost?
   b. Difference between full pay and any monies received?
   c. Partial allowance for time lost?
   d. Fixed amount?
   e. Shall a maximum be established?
3. Shall eligibility requirements be established for payment of lost-time allowances?
   a. Length of service?
   b. Position or classification?
   c. Prior notice to the company? For approval?
4. Shall lost-time pay allowances be considered as payments under the sick-leave pay plan?
5. Shall lost-time pay allowance be made if employee works 40 hours during week in which lost time occurred? If so, shall the overtime premium be calculated as part of the allowance?

R. Transportation or Relocation Allowances

Occasionally a company moves its plant or intends to relocate its facilities. When this occurs, the union will be anxious to discuss the travel allowances that the company will offer to employees. These allowances may be in the form of transportation or its equivalent in pay or expenses to locate nearer the new location. This latter point must also be considered whenever a company transfers employees from one plant location to another or hires new employees from outside the commuting distance to the plant.

Although the union is interested in this clause for the protection of the employees, the company may be more concerned. Except for the rare occasion of attempting to leave the union and the employees behind, most companies want to encourage their employees to work in the new location. The successful operation of the company may depend upon the number of employees who can be in-

duced to continue to work for the company after it has moved. Therefore the individual situation, which includes the need for the employees, the distance between the old plant and the new, and the ease of transportation between the employees' homes and the new location, will determine what should be done in the way of allowances.

If this clause is to be included:

1. Shall employees be given a transportation allowance?
   a. Furnished free transportation daily to new location?
   b. Paid actual transportation expenses?
   c. Paid difference between old and new transportation costs?
   d. Furnished subsidized transportation facilities?
2. Shall a time limit be established during which transportation allowance will be made?
3. Shall employees be furnished moving expenses if they desire to relocate their homes near the new plant?
   a. Actual expenses?
   b. Fixed amounts?
   c. Partial expenses?
   d. Modified by:
      (1) Position or classification?
      (2) Length of service?
      (3) Family status?
      (4) Home-ownership status?
4. Shall a time limit be established within which employees must move to be given the relocation allowance?
5. Shall the relocation allowance be furnished to new employees hired from locations outside the commuting area?
6. Shall employees be given a living allowance while attempting to relocate when the plant is outside their commuting area?
7. Shall employees, hired after the company has moved, who reside in the original location, be eligible for the above allowances?

S. Bonuses

While usually not originally provided for in agreements, bonuses, which are paid by companies to employees, become an integral part of the wage structure. Employees, accustomed to receiving regular bonuses, begin to consider them as part of their annual earnings.

Through their union, they frequently attempt to make these bonuses a part of the labor agreements.

Bonuses vary both as to frequency and as to the reason for their being given. In all cases, they are made as a reward by the company to the employees for some performance deemed of extra value to the company.

If this clause is to be included:

1. What type of bonus shall be given to employees?
   a. Christmas gift?
   b. Year-end reward?
   c. Employees' share in the profits of the company?
   d. Reward for special achievements or production?
2. How shall the amount of the bonus be determined?
   a. Fixed amount?
   b. Percentage of wages?
   c. Equal distribution of available sum?
   d. Proportionate distribution of available sum?
3. Shall a maximum amount of bonus that an employee can earn be established?
   a. Fixed amount or percentage?
   b. Modified by job classification?
4. How shall the bonus be distributed?
   a. Separate checks?
   b. Cash?
   c. Part of regular pay?
5. What eligibility requirements shall be specified?
   a. Minimum length of service?
   b. Standards of achievement or production?

T. Guaranteed Employment and Annual Wage

One of the labor agreement clauses that will receive great emphasis in the years to come is that concerning guaranteed employment and the annual wage. This provision became important when employees formerly accustomed to seasonal employment began to work regularly. They learned the value of steady employment and a weekly pay check throughout the year. The desire for security both of job and of wages was aroused by a national campaign started by unions and carried on by other groups as well. Attempts to prevent a depression have injected into this campaign an additional weight that also brought governmental support.

Most companies, operating on a regular year-round program,

have actually been providing certain groups of employees with the opportunity to work regularly and to earn a weekly pay check throughout the year. In only a few of these companies has this practice been made into a written company policy. There has been little demand for and less talk about such a guarantee in the companies providing regularized employment. Unions have felt that, so long as employees had the opportunity for year-round employment with weekly pay checks, there was no necessity to have this clause incorporated in the agreement. However, even in such cases, unions may now insist upon including the guarantee in the agreement in order to prove to their membership that they are doing a good job. Many union leaders believe that a written guarantee would eliminate the employees' fear of unemployment and thus would serve to improve employee morale.

It must be remembered that, having agreed to guarantee employment or annual wages, a company is obligated to find sufficient work throughout the year to furnish its employees with the opportunity to fulfill the guarantee. In the majority of the companies that installed policies of guarantees, the regular line of work was seasonal and other types of operations or fill-in work was developed to take up the slack or off-season periods. One of these, the Hormel Company, had the good fortune of marketing fill-in products which since have been developed into its major sales items.

Another important point to be noted is that most plans provide for cancellation or modification of the guarantee under certain uncontrollable circumstances. It is therefore possible that, at the times that the employees may need the guarantee most, they may have it withdrawn because of these unforeseen factors. In this connection, it is argued that companies are not really guaranteeing anything when they allow themselves "outs" under certain circumstances. But if they do not do this—for example, when it will absorb all their working capital—the companies may find themselves out of business. The solution might be to have the clause made non-operative only when, by carrying it out, the company might be seriously handicapped in operating its business.

While usually not considered in the same clause with these guarantees, guarantees of weekly hours of work are occasionally included in labor agreements. Because these weekly guarantees form a segment of the annual guarantees, they can logically be incorporated in the same clause.

Under Section 7 (b) (2) of the Fair Labor Standards Act,[2] a company, pursuant to an agreement with the certified representative of its employees providing employment on an annual basis not exceeding 2,080 hours during any period of 52 consecutive weeks, need not pay overtime under the Fair Labor Standards Act until an employee has worked in excess of 12 hours in any workday or of 56 hours in any work week. A similar provision under Section 7(b) (1) is also set forth if employment is guaranteed not to exceed 1,000 hours during any period of 26 consecutive weeks. These are legal concessions to companies that agree to incorporate a guarantee of employment in their agreements. The rules have been established in the United States Wage and Hour Division's Interpretative Bulletin No. 8, as amended in Nov., 1940, to make this section of the act operative, and companies must comply with these rules in order to obtain the advantages offered.

If a guaranteed employment clause is to be included:

1. How many weeks or hours of employment per year shall be guaranteed to employees?
2. What shall be included as part of the time worked under the guarantee?
   a. Vacations?
   b. Leaves of absence?
   c. Absences?
      (1) Voluntary?
      (2) Involuntary?
   d. Lateness?
   e. Time employees refuse to work?
   f. Periods of strikes or work stoppages?
   g. Overtime hours?
3. Shall the minimum number of hours of work per week be specified?
4. Shall employees be required to make up for time paid but not worked under the guarantee?
5. What employees shall be covered by the guarantee?
6. Shall a length-of-service requirement be established?
7. Shall provision be made to obtain approval under the Fair Labor Standards Act to modify overtime pay requirements?
8. What provisions shall be made for reduced volume of business?

[2] Prentice-Hall Complete Labor Equipment (Wage and Hour Service, Paragraph 9011.1).

a. Minimum hours per week reduced?
b. Lay-off of employees with less than a specified amount of service?

9. Shall these provisions be non-operative if the company cannot operate?
   a. Fire, earthquake, flood, or similar occurrences?
   b. Lack of power and light?
   c. Lack of business?
10. What provisions shall be made for increased volume of business?
   a. Increase number of weeks or hours of work guaranteed?
   b. Increase minimum number of hours per week?
   c. Lower length-of-service requirement?
11. Shall the employees be required to work on jobs other than their own?
   a. Non-injurious to their life, limb, or health?
   b. Guaranteed their own base rate of pay?
   c. Paid the rate for the jobs on which they work?
12. What provisions shall be made in the event the company does not meet its guarantee?
   a. Forfeit of bond posted for purpose?
   b. Carry over balance due to next year?
   c. Release union and employees from no-strike pledge?
   d. Wages lien obtained against company?

If an annual wage clause is to be included:

1. What shall be the amount of the minimum annual wage guaranteed?
2. Shall a minimum weekly wage be provided for?
   a. Fixed amount for all employees?
   b. Percentage of regular wages?
   c. What arrangements shall be made to reimburse the company for advances made to employees failing to earn their guaranteed minimum?
   d. Shall amounts earned by employees above their minimum weekly wages be withheld, in part or entirely, to be used to supplement their wages during the weeks in which they earn no wages or less than their minimum?
3. What employees shall be covered by this guarantee?
4. Shall a length-of-service requirement be established?

5. Shall the amount of wages that would have been earned during periods of lost time be deducted from the guaranteed minimum?
   a. Absences?
      (1) Voluntary?
      (2) Involuntary?
   b. Lateness?
   c. Refusal to work?
   d. Strikes or work stoppages?
6. What provisions shall be made for reduced volume of business?
   a. Reduce minimum annual wage?
   b. Reduce minimum weekly wage?
   c. Lay off employees with less than specified amount of service?
7. Shall this guarantee be non-operative if the company is unable to operate?
   a. Fire, earthquake, flood, or similar occurrences?
   b. Lack of power and light?
   c. Lack of business?
8. What provisions shall be made for increased volume of business?
   a. Increase minimum annual wage?
   b. Increase minimum weekly wage?
   c. Lower length-of-service requirement?
9. Shall the employees be required to work on jobs other than their own?
   a. Non-injurious to their life, limb, or health?
   b. Guaranteed their own base rate of pay?
   c. Paid the rate for the jobs on which they work?
10. What provisions shall be made in the event the company does not meet its guarantee?
    a. Forfeit of bond posted for purpose?
    b. Carry over balance due to next year?
    c. Release union and employees from no-strike pledge?
    d. Wages lien obtained against company?

If a guaranteed work clause is to be included:

1. How many hours of employment per week shall be guaranteed to employees?

2. What shall be included as part of the time worked under the guarantee?
   a. Absences?
      (1) Voluntary?
      (2) Involuntary?
   b. Lateness?
   c. Time employees refuse to work?
   d. Periods of strikes or work stoppages?
   e. Overtime hours?
3. What eligibility requirements shall be established?
   a. Length of service?
   b. Work the first day of the work week?

U. Wage Reductions Prohibited

Most unions are interested in prohibiting wage reductions, and they strive to have a clause of this nature included in the agreement. These wage reductions are usually meant to be a general wage decrease or a lowering of the wage rates or rate ranges for the various jobs in the company. Frequently unions attempt to have this type of clause freeze the minimum levels of wages, thus establishing a floor below which existing wages cannot go. In some cases, the wages paid to any individual employee may also be frozen at a minimum level.

Many companies do not oppose the inclusion of this clause because they have no desire to reduce wages, except possibly in special individual cases. They realize that poor morale and increased employee discontent usually result from decreases in wages. It should be remembered that, when an agreement sets forth the wage rates to be paid for all jobs in the company, it is a breach of the agreement to decrease them. This makes is unnecessary in most cases to include a wage-reduction clause in the agreement.

If this clause is to be included:

1. Shall the company pledge not to make any wage reductions during the life of the agreement?
   a. General?
   b. Individual jobs?
   c. Individual employees?
      (1) Temporary transfers or down-gradings?
      (2) Permanent transfers or down-gradings?
   d. Incentive wage standards?

3. Shall provision be made for prior consent of the union or prior notifications to the union in case of impending wage reductions?
4. Shall wage reductions be permitted in cases of emergency?
   a. Poor financial status of company?
   b. High labor costs making it impossible to produce at a competitive price?

V. Vacation Pay

Most labor agreements make provision for the payment of employees for vacations that are due them; but because this pay is part of the vacation policy, it is included under the discussion of "Vacations," page 136.

W. Holiday Pay

One of the growing practices is that of paying employees for unworked holidays. The number of holidays and method of payment for these holidays vary considerably between companies. A complete discussion of this subject is to be found under the "Holidays" clause, page 134.

X. Dismissal or Severance Pay

Another practice that will require more attention at the negotiating table is dismissal or severance pay. Payment to employees whose employment is being terminated by the company is growing in importance. It frequently is considered as pay in lieu of advance notice of a lay-off or termination. Usually it is given as a sum of money to tide over the terminated employees until they are able to obtain another job.

Growing increasingly important as part of severance pay is the payment to employees who are displaced because of elimination of their jobs, mechanization of the company's operations, or absorption or consolidation of two or more companies.

Because of its close association with both the "Discharge" clause, page 174, and the "Lay-Off" clause, page 196, this provision is discussed in detail under these clauses.

Y. Sick-Leave Pay

The payment of employees while they are out sick is usually part of an employee-benefit plan. There are, however, many instances of this practice being carried on by companies without the formali-

ties of a benefit plan. In most of the latter cases, the companies merely continue to pay the employees' base pay during the time that they are sick. This has been applied primarily to salaried employees and the so-called white-collar group.

Many companies have opposed the practice of giving sick-leave pay to employees on the grounds that it encourages absenteeism. They also object to making wage payments to employees, particularly hourly paid factory employees, for not working. In support of the belief that absenteeism will increase with the presence of a sick-leave plan, a report on this subject issued by General Motors[3] shows that absenteeism was higher in plants having these plans than in those not having them. In addition, the higher the amount of sick-leave pay, the larger the percentage of absenteeism.

Unions propose sick-leave plans to insure that the employees do not suffer financial losses when they are out ill. The receipt of sick-leave pay serves as a guarantee of a minimum amount of pay for employees when they are unable to work because of personal illness. This reasoning has been criticized by opponents of these plans because the real protection needed by employees is for payment during long periods of sickness rather than the short, limited periods usually provided for by these plans. Unions agree that such plans are only a step in the direction of adequately protecting employees' incomes. They believe that greater protection can and should be provided wherever possible.

The details of such provisions are usually included under the "Leaves of Absence" clause, which is discussed on page 139.

Z. Military-Leave Pay

Another form of bonus, which is also similar to severance pay, is military-leave pay. This pay is usually given by companies to their employees who leave the employ of the company to enter military service. It was a wartime measure undertaken by most companies as a patriotic gesture and as a display of good will toward these employees and to those who remained at work. This provision is closely tied in with the "Leaves of Absence" clause, page 139, which includes provision for military-service leaves.

[3] "An Analysis of the Paid Sick Leave Plan for Hourly Paid Factory Workers," Detroit: Labor Economics Section, Personnel Staff, General Motors Corporation, 1944.

CHAPTER NINE

WORKING TIME

ANOTHER major clause in an agreement is working time. This clause usually sets forth not only the employees' hours of work but also the overtime, holiday, and vacation provisions. Each of these provisions may be included as separate clauses although they basically cover phases of the same general subject—employees' working time.

In addition to these provisions dealing with the employees' working time, this clause may include provision for leaves of absence. These leaves are actually excused periods of non-working time, although when sick pay or military-leave pay is included, the results are similar to payment for working time.

A. Hours of Work

On occasion, the hours of work in a company become an important issue. At such times, the union and the management may have to discuss various points that could be included under this clause. Usually little difficulty is encountered on this clause because, as long as the company has been operating, it has already established hours of work for its employees. The union seldom finds any real cause to change the established practice unless the employees are placed at a disadvantage or are being handicapped. Only experience can show this to be the fact.

The hours of work include the regular hours per day or per week, the shift hours, meal periods, rest or relief periods, clean-up time allowance, make-up for lost time, company meetings, and overtime. Each of these has an important role in the everyday work of employees. Such hours are usually set by past custom in the individual company, which is affected by the prevailing practice in the

locality. Sometimes they are established to take advantage of circumstances or conditions of operation. However, this does not necessarily mean that the action is taken at the employees' expense, although it could be.

Most states, as well as the federal government, have passed laws and regulations controlling phases of the hours of work. Wherever these are present, the union and the company may agree to include their provisions as part of this clause, they may merely refer to the existence of these provisions, or they may ignore these points. The latter may be most feasible, because the laws or regulations must be adhered to as the minimum requirements regardless of what the parties may agree upon.

1. Regular hours

The regular hours of work in a company might be considered as the standard working day or week. This provision sets forth the number of hours that each employee is normally expected to work. It usually takes the form of a one-sentence statement setting forth either the number of days of a given length or the total number of hours to be worked in a given period of time.

If this clause is to be included:

a. What shall be the work day?
   (1) Specified number of hours?
   (2) Period of time from a specified hour to another specified hour?
b. What shall the work week consist of?
   (1) Specified number of work days?
   (2) Specified number of hours?
   (3) Period of time from a specified day to another specified day?

2. Shift hours

When the company operates its plant for more than one shift per day, there is need for clarification of the shifts and the shift hours. In some companies, these shifts are changeable and no definite hours are established, but usually there are definite hours established for each shift. Unions prefer the latter for the sake of clarity and to standardize conditions. Employees object to being unable to plan ahead because the company has not established shift hours.

They also dislike rotating shifts at frequent intervals, although there are many employees who would prefer to alternate weekly on a shift basis. The most common rotation, which provides employees with an opportunity to acclimate themselves to the different shift hours, is of two or three months' duration.

Rotating of shifts may create more administrative difficulties than the steady-shift work plan. The desirability of each plan varies with employees according to the time of the year and their home life. Many of them prefer steady shift work, whereas others would rather rotate. When sufficient employees can be obtained to operate on a steady-shift basis, a company may find it more advantageous to do so. If the company is unable to hire sufficient help on this basis to man its shifts, it may have to consider some form of shift rotation, even on a partial basis.

The existence of shifts brings up the question of a premium or pay differential for employees working on the night shifts. This question has already been discussed in detail under the clause "Night-Shift Differentials," page 109.

If this clause is to be included:

a. How many shifts shall there be?
b. Shall the starting and finishing time of each shift be set forth? Shall the shifts overlap?
c. Shall employees be hired for given shifts?
d. Shall new employees be hired only for the night shifts? Length of service governing transfer to day shift?
e. Shall employees rotate between the shifts?
   (1) Length of time on each shift?
   (2) Provision for employees wishing to be permanently assigned?
f. Shall employees on a given job be permitted to team up and determine between themselves the shift to be worked by each?
g. Shall a premium or pay differential be provided for those employees who work on the night shifts?

3. Meal periods

All employees are given a period of time during working hours for their meals. This may be the lunch period for the first shift, the dinner period for the second shift, and the supper period for

the third shift. In some cases, because of the long hours worked, employees are permitted two meal periods during the working day.

The duration of these meal periods varies between companies. Variations are due largely to the shift work and to the availability of eating facilities both within and outside the company's premises. These meal periods range in duration from fifteen minutes to one hour. The shorter time is prevalent in round-the-clock operations, whereas the longer meal periods can be found in one-shift companies and where white-collar employees are affected. There have been instances of companies paying employees for the time of the meal periods. Although such a practice is common in the continuous-process industries, others have done likewise and some have even considered this time as working time for computing daily or weekly overtime.

Most states have laws or regulations setting forth the minimum allowable length of time for meal periods. They frequently also include the maximum number of hours that can be worked without allowing the employees a meal period. These must be complied with and therefore should be accepted as the minimum practice to be followed by the company.

If this clause is to be included:

a. How much time shall be allowed for meal periods?
   (1) Single shift?
   (2) Multi-shifts?
   (3) Second meal period in the working day?
b. Shall the starting time for all meal periods be set forth?
   (1) By departments?
   (2) By shifts?
   (3) By geographical location in the plant?
c. Shall the meal period be paid for?
   (1) Straight-time hourly rate?
   (2) Part of hours worked?
   (3) Average hourly rate?
   (4) Special rate?
   (5) Fixed sum?
d. Shall the state laws or regulations governing meal periods be included in the agreement? Shall they merely be mentioned?
e. Shall provision be made for the maximum number of hours employees are permitted to work without being allowed time for a meal period?

4. Rest or relief periods

The employment of women on a large scale brought with it the introduction of the practice of allowing employees time off during the working day as rest or relief periods. These are usually of short duration and are considered as part of the hours worked. This practice has become an accepted custom, particularly because of the desire of companies seeking to employ women during the war period to offer sufficient inducements for them to come to work. This practice having been established for the women, unions quickly requested its extension to cover the men. Many companies have voluntarily instituted such a practice to eliminate the wasteful employee practice of taking time off from their jobs at varying intervals during the working day. Established rest or relief periods eliminate or reduce the necessity for these jaunts to the rest rooms. They also standardize the time employees will be away from their jobs.

Some companies, particularly those employing predominantly men, call these periods *smoking periods.* The men are permitted to leave their departments during these periods to have a smoke.

Some companies have contended that a brief rest or relief period once or twice a day relieves the physical and mental strain on employees and helps them to be more efficient. Others feel that they do not wish to deprive their employees of the opportunity to regularize their rest or relief habits. Many adopt the practice because it is more effective to control than the haphazard system that otherwise would prevail.

If this clause is to be included:

a. How much time shall be allowed for rest or relief periods?
b. How many rest or relief periods shall be provided during each working day?
c. Shall there be a longer period:
   (1) For female employees?
   (2) For employees working under unpleasant working conditions?
d. Shall the starting time for all rest or relief periods be set forth?
   (1) By departments?
   (2) By shifts?
   (3) By geographical location?
   (4) Staggered or uniform?

e. Shall the rest or relief period be considered as part of the hours of work? Shall allowance be made for this period in the incentive wage plan?
f. Shall employees be permitted to smoke during the rest or relief period?
g. Shall employees be permitted to leave their departments during these rest or relief periods?

5. Clean-up period

A provision similar to dressing-time allowance is that of allowing employees time to clean up after work. This practice was given an impetus by the action of employees in leaving their work places a few minutes before their meal periods or before quitting time to clean up. Many companies have attempted to curb this practice, but they have found it difficult to control without establishing a definite clean-up period. Unions have opposed company attempts at disciplining employees for taking time off from their work to clean up. They have argued that removing the dirt that accumulates on the job is part of the daily work of the employees and should be paid for by the company. For this reason, some companies have agreed to a clean-up period for those employees working on dirty jobs. In a few instances, these employees are given additional time allowances, and the remainder of the employees receive a nominal clean-up allowance.

The time allowed for clean-up is usually from three to five minutes. In special situations, where employees are required to shower after work, they are given more time for a clean-up. This time may be considered as part of the regular working day or may be taken after regular hours of work and paid for by the company.

If this clause is to be included:

a. How much time shall be allowed for employees to clean up?
b. Shall there be a clean-up period before mealtime?
c. Shall the clean-up period vary with the type of work performed by employees? More time for dirtier types of work?
d. Shall the clean-up period be during or after the regular hours of work?
e. How shall the clean-up period be paid for?
   (1) Straight time?
   (2) Part of hours worked?

(3) Average hourly rate?
(4) Special rate?
(5) Fixed sum?

f. Shall allowance be made for this time in the incentive wage plan?
g. What employees or departments shall be covered by this clause?

6. Make-up time

Employees are, at times, unable to work during their regularly scheduled hours and thus lose time, for which they are not paid. To allow these employees the opportunity of earning their base pay, many companies permit them to make up the lost time. This is accomplished either by allowing them to work overtime or by permitting them to report for work when they are not scheduled to do so. Although this practice is not compulsory, it is considered good from a morale standpoint and it also assures the company of a minimum number of working hours each week.

If this clause is to be included:

a. What excusable reasons for lost time shall be established for employees to be permitted to make up this time?
   (1) Illness?
      (a) Personal?
      (b) Family?
   (2) Visit to doctor?
   (3) Jury duty?
   (4) Blood donations?
   (5) Union activities?
   (6) Transportation difficulties?
b. Shall the make-up time be worked:
   (1) Before regular hours of work?
   (2) After regular hours of work?
   (3) On unscheduled work day?
c. How shall make-up time be paid for?
   (1) Straight time rates?
   (2) Special rates?
   (3) Overtime rates?
d. Shall employees desiring to work make-up time be required, if necessary, to work on other than their regular jobs?

7. Company meetings

Many companies provide training or education courses for employees. They also sponsor various types of meetings, for example, safety meetings, bond and morale rallies. These meetings are called by the company and frequently may require employees to be in attendance. When this occurs, it is usually considered desirable to compensate the employees for the time spent by them. These meetings, when attendance is compulsory or when the company directly benefits from the employees' attendance, as in the case of a training course directly related to the employees' work, have been declared [1] part of the employees' work. This decision by the Wage and Hour Division of the United States Department of Labor means that the time spent attending these meetings is part of the hours of work and must be paid for as such. This is true whether or not the sessions are held during the work day.

If this clause is to be included:

a. Shall provision be made defining those meetings that will be paid for and those that will not?
b. When shall these meetings be held?
   (1) During working hours?
   (2) After working hours?
c. What shall be the rate of pay for time spent at these meetings?
   (1) Pay for similar working hours?
   (2) Straight-time hourly rate?
   (3) Special rate?
   (4) Average hourly earnings?
   (5) Specific amount?
d. Shall employees be required to attend the meetings?

8. State and federal regulations

In view of the fact that almost all states regulate hours of work for some employees, particularly minors and women, and the federal government also has established certain laws, it may be desirable to include a provision to conform to these regulations. This may be intimated in the agreement or may take the form of a statement of conformance.

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[1] U. S. Department of Labor, Wage and Hour Division, Interpretative Bulletin No. 13, issued July, 1939, amended November, 1940; Prentice-Hall Complete Labor Equipment (Wage and Hour Service, paragraph 11,217).

If this clause is to be included:

a. Shall the company state that it will abide by all state and federal regulations governing hours of work?
b. Shall a list be included of the various regulations governing the company's hours of work?

B. Overtime

Overtime is usually defined as hours of work in addition to or outside of the regularly scheduled hours. It is time that is paid for at a premium because of the inconvenience to the employees. The variety of overtime provisions is extensive. This has usually resulted in their being incorporated as a separate clause in the agreement.

The premium feature of overtime has made it possible for employees to earn increased pay by working additional hours. Some companies have used this to induce employees to work for them, particularly when they are handicapped by a low scale of wage rates. The employees' take-home pay is increased by working overtime, not only because of pay for the additional hours worked but also because of the extra premium.

In some cases, unions wishing to eliminate overtime or at least to limit the amount of it have negotiated for higher overtime premiums. This added cost for the extra hours of work has served to discourage overtime in such instances. It has the desired result of creating more employment or of spreading the work that unions want during periods of unemployment. In other cases, when there is little or no unemployment, unions have attempted to use the overtime provision as a means of obtaining more pay. The use of the overtime clause to obtain more money is also a union desire in those situations in which a specific number of hours are required to perform the work. This is common in the transportation industry.

The various states and the federal government have passed laws and regulations dealing with overtime. Many of these establish the maximum number of hours employees can work during any day or any week. This tends to limit or to prevent overtime worked. In addition to the Fair Labor Standards Act and the Walsh-Healey Act, both of which specify what is considered as overtime and the method of paying for this time, there have also been numerous federal laws passed regulating overtime for specific industries or groups of employees.

If this clause is to be included:

1. What shall be considered as overtime?
   a. Time worked in addition to or outside of the regularly scheduled hours?
      (1) Daily?
      (2) Weekly?
   b. Time worked on Saturdays and Sundays?
   c. Time worked on the sixth consecutive day of work in the work week?
   d. Time worked on the seventh consecutive day of work in the work week?
2. What is considered as a day of work in determining the sixth and seventh consecutive days of work in a work week?
   a. Minimum number of hours?
   b. Limited number of days of excused absences?
      (1) When employees report for work and are sent home?
      (2) No work available?
      (3) Approved vacations?
      (4) Injury on the job?
      (5) Illness?
      (6) Jury duty?
      (7) Union activities?
3. Shall provision be made for the distribution of overtime?
   a. Equally?
   b. By classification?
   c. By length of service?
   d. By union membership?
   e. At the company's option—arbitrarily?
4. Shall employees be required to work overtime?
5. Shall employees be permitted to decline or refuse to work overtime?
6. What disciplinary action shall be taken when employees refuse to work overtime?
   a. Time off?
   b. Assignment to less desirable jobs?
   c. Discharge?
7. Shall employees be given advance notice of the necessity for working overtime?
   a. How much time should be allowed?

b. In what form shall the notice be given?
   (1) Oral?
   (2) Written?

8. Shall restrictions be established on overtime?
   a. For minors?
   b. For females?
   c. For all employees?
   d. For employees on certain jobs?
      (1) Physical strain?
      (2) Mental strain?
      (3) Health?
9. What shall be the restrictions on overtime work?
   a. Maximum number of hours?
      (1) Daily?
      (2) Weekly?
   b. No overtime during lay-off or slack periods?
   c. No overtime beyond specified hour of the day?
10. Shall reference be made to the state and federal regulations governing overtime work and pay?
11. Shall employees be given time off for overtime worked?
   a. In equal amount?
   b. At a premium?
12. How shall pay for overtime hours be calculated?
   a. Time and one-half?
   b. Double time?
   c. Triple time?
13. Shall overtime pay be pyramided?
   a. By increasing the rate of pay for overtime hours?
      (1) As the number of overtime hours worked increases?
      (2) After specified number of overtime hours worked?
      (3) For overtime worked at different times of the working day?
   b. By including the night-shift differential in computing the hourly rate on which the overtime is to be calculated?
   c. By including the incentive wage earnings in computing the hourly rate on which the overtime is to be calculated?
   d. By including the holiday pay premium in computing the hourly rate on which the overtime is to be calculated?
   e. By including the overtime premium for an overtime day in computing the hourly rate at which the overtime is to be calculated?

f. By including the daily overtime hours in the determination of the weekly overtime hours?

14. What shall be the effect on overtime pay of working continuously?
    a. From one shift to another?
        (1) Shift without night-shift differential to one with a differential?
        (2) Shift with night-shift differential to one with a lesser or greater differential?
        (3) Shift with night-shift differential to one without a differential?
    b. From one day to another?
    c. From a day in one work week to another work week?
    d. From regular working day to holiday?
    e. From holiday to regular working day?
    f. From regular working day to overtime day?
    g. From overtime day to regular working day?
    h. From overtime day to holiday?
    i. From holiday to overtime day?
15. Shall provision be made for a meal period when overtime is worked?
    a. At start of overtime period?
    b. During the overtime period?
        (1) After specified number of hours of overtime work?
    c. How long shall it be?
    d. Shall it be paid for by the company?
        (1) At special rate of pay?
        (2) At overtime rate of pay?

C. Holidays

Numerous holidays are observed annually on a local or a national basis. Unions are interested in having the company agree to include in the agreement information about these holidays. Not only are they concerned with the number and the names of the holidays to be observed, but also the pay factors if employees are required to work on these days or are given the day off.

As with overtime, unions are interested in having as many days as possible designated as holidays. They are desirous of establishing the practice of paying premium rates for work on these holidays. However, in recent years, they have concentrated their attention on securing pay for employees when these holidays are not

worked. They have contended that employees are entitled to be off on legal holidays and that when they are off they should not be penalized by losing a day's pay for each holiday. In effect, this is similar to vacations. In both cases, employees are paid for time not worked. The justification for this practice, in addition to improving morale, is that it gives the employee an opportunity to rest and thus to return to work better able to turn out the quantity and quality of product or service needed by the company.

During the war period, Executive Order 9240, issued by President Roosevelt on September 9, 1942, set limitations on holiday pay. These limitations applied only to premium pay for work on holidays. In addition to limiting the number of holidays during which employees could receive premium pay for working, it also limited the amount of the premium pay to time and one-half. There are now no legal limitations on the number of holidays or pay for unworked holidays.

If this clause is to be included:

1. How many holidays shall be observed by the company?
2. What are the holidays that shall be observed?
3. What provision shall be made if the holidays fall on a non-working day?
4. Shall employees be paid for designated holidays when they do not work on those days? How many hours of pay?
5. What requirements shall be established for employees to be eligible to receive pay for unworked holidays?
   a. Minimum length of service?
   b. Work the day prior to and the day following the holiday?
   c. Work the remainder of the week in which the holiday falls?
   d. Attendance record equal to or better than established standard?
6. How many hours shall constitute an unworked holiday to determine the amount of pay to be given?
7. At what rate of pay shall an unworked holiday be paid?
   a. Straight-time hourly rate?
   b. Fixed sum for the day?
   c. Average hourly rate?
      (1) Previous period?
      (2) Balance of week?
8. How shall these provisions apply to part-time employees?

9. What shall be the rate of pay for work on a holiday?
   a. Time and one-half?
   b. Double time?
   c. Special rate?
10. Shall overtime worked on a holiday be paid for at a premium rate calculated on the basis of the holiday rate of pay?
11. When employees work continuously from a holiday to a regular working day, shall the holiday rate of pay be paid for the hours in the latter day?
12. At what rate of pay shall the night-shift premium be calculated during a holiday?
    a. Regular rate?
    b. Holiday rate?
13. Shall reference be made to the state or federal regulations governing holidays and holiday pay?

D. Vacations

Originally one of the benefits given by progressive companies, the vacations clause has become another means by which unions obtain more money for employees. Vacations, which form an integral part of employees' working time, have been given for either one of two basic reasons. The first was a reward for faithful attendance and work over a given period of time. This is the reasoning now given to justify the unions' requests for greater vacation benefits, although they also refer to the health factor that is involved in the second reason. This second reason was that of preparing the employees for the coming year's work. It was a matter of building employees up for the task ahead. This has been changed by most unions to justify vacations, not only as a reward but also as a method of recuperating from the work performed during the previous year.

Most companies have adopted the standard length of vacation periods and amount of vacation pay, as well as eligibility requirements for vacation pay. Under this standard, one week's vacation with pay is given to employees with one year or more of service and two weeks' vacation with pay is given to those with five years or more service. A number of companies provide for a longer vacation for employees with more than ten, fifteen, or twenty years of service; some, for less than one week for shorter periods of service than one year. Particularly in the case of white-collar employees, there are many companies granting two weeks' vacation

with pay to employees with one year or more of service. The vacation pay usually amounts to the amount of money the employees would have earned during their vacations had they worked. This may be paid at straight-time hourly rates or by some other method.

Differences in practice exist as to payments to employees in lieu of vacations. In most cases, employees are required to take their vacations, but in emergencies, such as the war, employees have been permitted and in some cases required to forego their vacations and accept payment for the time. A number of companies offered a cash bonus to employees who were willing to accept pay in lieu of a vacation.

One phase of the vacation clause that continually causes much discussion between the company and the union is that of the effect on vacation pay of the various types of terminations or leaves of absence. There are numerous ways of handling this problem and each of the parties has its own thoughts on the matter. The same is true of the vacation period. There are a considerable number of companies that make it a practice to close down all operations for a one or two weeks' period. All employees are required to take their vacations during this period. On the other hand, some companies give their employees wide latitude in selecting a time for their vacations.

The practice in regard to split vacations, holidays falling within a vacation period, and the accumulation of vacation credit are other points that must be considered under this clause. Actual experience varies from company to company on each of these provisions.

If this clause is to be included:

1. What shall be the length of vacation to be granted to employees?
   a. Fixed number of hours, days, or weeks per year?
   b. Pro-rata amount for less than yearly periods?
   c. Percentage of time worked?
2. What eligibility requirements shall be established for employees to receive vacations and vacation pay?
   a. Length of continuous service as of a specific date?
   b. Lateness or absentee record better than established standards?
   c. Specific number of hours of work during given period?
3. How shall the amount of vacation pay be determined?
   a. Specific number of hours at straight-time base pay?

b. Average hourly rate for a given period?
c. Percentage of previous earnings for a given period?
d. Flat sum payment?
e. Shall provision be made for the maximum amount of pay or of hours of pay?

4. Shall provision be made for the payment to employees of their vacation pay in lieu of vacations?
   a. Permitted?
   b. Prohibited?
   c. At the option of the company?
   d. Required in emergencies?
   e. Cash bonus granted by the company?
5. What shall be the effect on the payment of vacation pay of:
   a. Discharges?
      (1) Inefficiency?
      (2) Dishonesty or similar reasons?
   b. Lay-offs?
      (1) Slack periods?
      (2) Cut-backs or curtailment of war contracts?
   c. Leaves of absence?
      (1) Personal illness?
      (2) Family reasons?
      (3) Union business?
   d. Military leaves?
      (1) When leaving company to enter service?
      (2) When returning to company's employ from the service?
   e. Resignations?
   f. Shall employees receive:
      (1) Full vacation pay due?
      (2) Pro-rata vacation pay?
      (3) No vacation pay?
   g. Terminations before vacation period?
   h. Terminations during vacation period?
   i. Re-employment of terminated employees?
      (1) Seniority rules governing service credit?
      (2) Before vacation period?
      (3) During vacation period?
6. Shall vacation pay be considered as part of dismissal or severance pay?

7. What period of time shall be established during which vacations shall be taken?
   a. Entire year?
   b. Summer months?
8. Shall the company shut down its operations for the vacation period?
9. Shall employees be required to stagger their vacation periods?
10. Shall all vacation periods selected by employees be subject to approval by the company?
11. Shall employees be permitted to split their vacations?
    a. Request of company?
    b. Approval of company?
12. What provision shall be made for holidays falling during employees' vacation periods?
    a. When holiday is worked by company?
    b. When holiday is not worked by company? Employees paid for holiday?
    c. Extra day added to vacation period and vacation pay?
    d. Disregarded?
    e. Shall this provision be changed if the vacation period is assigned by the company rather than selected by the employee?
13. Shall employees be permitted to accumulate vacation credits?
    a. Maximum amount permitted to be accumulated?
    b. Time limit during which vacation credit is valid?

E. Leaves of Absence

When employees are hired, it is expected that they will work regularly until they terminate their employment voluntarily or by request. However, there are many situations arising during the period of their employment that make it necessary for them temporarily to leave the company's employ for varying periods of time. These employees usually are desirous of remaining with the company or at least of being able to return to its employ when circumstances permit. To afford these employees this opportunity of being able to return to work, companies have instituted leaves of absence. These leaves give the employees, who are required to leave the company temporarily for various reasons, the privilege or right to be rehired when they are again available.

Unions are interested in this clause because they wish to protect the right of the employees to return to work after leaves of absence. They also are concerned with the protection given to these employees while they are on leave. Standards are generally negotiated for by the unions in an effort to reduce or eliminate the companies' use of discretion and thus the possibility of discriminating decisions. This standardization starts with defining the reasons for which leaves must be granted. Such reasons include military service, which is a special type of absence from work primarily because of the protection and rights given to these employees by law.

The seniority rights of employees on leave are another provision that must be standardized. The reason for the leaves, the length of time, and the return at the designated time all affect seniority rights. Many agreements provide for the accumulation of seniority during leaves, but this has the effect of placing those employees who have taken time off on a par with those who have worked continuously.

Some companies provide for sick-leave pay to be paid to employees who are required to take leaves because of personal illness. The eligibility and amount of pay given are important items to be considered. Frequently employees are required to pay part of the cost of the plan. They may contribute an amount equal to that of the company, or in some proportion to that of the company. This contribution by the employees is recommended by many negotiators because the employees are then interested in the proper operation of the plan. They also feel that their contributions make them independent of the company in the plan. They become direct parties to the plan, not recipients of someone's generosity.

As a wartime measure, many companies set up a plan to pay their employees entering the military service a military-leave pay. This was strictly a temporary measure designed as a patriotic gesture and one to help employee good will. In actual operation, it was quite similar to sick-leave pay.

Where benefit plans are in operation in the company, the leaves-of-absence clause must provide for the method of handling the accounts of employees on leaves. This is particularly important when employees are required to contribute part of the cost of operating the plan. Many of the benefits are important to the employees, and much harm can result if they are compelled to forego their invested rights when they take leaves of absence. Some

agreements provide for coverage of the employees even when on leaves, whereas others permit the reinstatement or renewal of their rights when they return to work. Either of these methods is satisfactory both from the employees' and from the union's viewpoint if it can be arranged for by the company.

If this clause is to be included:

1. What reasons shall be sufficient for employees to be permitted to take leaves of absence?
   a. Personal illness or injury?
   b. Family illness or difficulties?
   c. Death in immediate family?
   d. Maternity?
   e. Union business?
   f. Civic duties?
      (1) Jury duty?
      (2) Public office?
      (3) Court trial?
      (4) State or national guard duty?
   g. Enter military service?
   h. Enter Merchant Marine service?
2. What shall be the minimum length of time for which a leave of absence shall be granted?
3. What shall be the maximum length of time to be granted for a leave of absence? Based upon reason for leave?
4. Shall employees be required to obtain approval for leaves of absence?
   a. From whom shall approval be obtained?
      (1) Company?
         (a) Foreman?
         (b) Personnel department?
         (c) Department head?
      (2) Company and union?
   b. Shall request be written or oral? Shall special form be used?
   c. Shall request be given direct to company or through union to company?
   d. Shall reason for requests and time required be set forth?
   e. Shall doctors' certificates be required for personal or family illnesses?
      (1) At time requests for leaves are made?
      (2) When employees return to work?

5. Shall employees on leaves be permitted extensions of their leave time?
   a. Upon request similar to original request?
   b. Automatically?
   c. Only up to maximum length of time permitted?
   d. For extenuating circumstances?
6. What penalties shall be provided for if employees fail to return at the expiration of their leaves?
   a. Loss of re-employment rights?
   b. Loss of prior seniority rights?
   c. Loss of rights to accumulate seniority during leaves?
7. What shall be the seniority rights of employees on granted leaves?
   a. Maintenance of seniority rights existing as of dates of leaves?
   b. Seniority to accumulate during leaves?
   c. Determining factors?
      (1) Reasons for leaves?
      (2) Length of prior service?
      (3) Length of time requested for leaves?
      (4) Return to work at expiration of leaves?
      (5) Purposes of leaves not violated?
         (a) Leaves used as vacations or for pleasure trips instead of stated reasons?
         (b) Acceptance of jobs with other companies during leaves?
8. Shall employees on leaves be subject to lay-offs that occur during their leaves?
9. Shall limitations be established governing the number of leaves?
   a. At any one time?
      (1) By classification or by department?
      (2) By percentage of total employees?
      (3) Specified number?
   b. To individual employees?
10. Shall employees taking leaves be given their vacation pay?
   a. At the time they take their leaves?
   b. When they return to work from their leaves?
   c. If earned but not taken?
   d. If eligibility date occurs during period of leaves?

11. What provisions shall be made for coverage of employees while on leaves in the benefit plans existing in the company?
    a. Premiums paid by the company?
        (1) Employees deposit sums of money to cover their share of the costs for the periods of their leaves?
        (2) Money advanced by the company to be deducted from the pay of the employees when they return to work?
    b. Coverage continued at no cost to employees on leaves?
    c. Coverage discontinued during periods of leaves?
        (1) Renewable when employees return to work?
        (2) Renewable at next registration period?
        (3) Prior coverage credit regained when coverage renewed?
12. Shall employees be entitled to sick-leave pay when unable to work because of illness?
    a. What shall be the requirements for eligibility to receive this pay?
        (1) Length of service in the company?
        (2) Illness requiring absence longer than specified period of time?
        (3) Presentation of doctor's certificate stating reasons for illness and probable period of disability?
        (4) Examination by company's doctor?
        (5) Reporting illness to company? Within specified period of time?
    b. What shall be the amount of the sick-leave pay?
        (1) Varied by length of service?
        (2) Full pay for each day of regular work lost?
        (3) Partial pay for each day of regular work lost?
        (4) Full pay for given number of days and partial pay for additional days of illness?
        (5) Fixed sum per illness?
    c. How shall sick-leave pay be computed?
        (1) Straight-time hourly rate?
        (2) Average hourly rate?
        (3) Fixed rate?
    d. Shall an employee be entitled to sick-leave pay if ill?
        (1) On a holiday?
        (2) On an overtime day?
        (3) If so, at what rate shall the pay be computed?

e. What time limits shall be established for the payment of sick-leave pay?
   (1) Specified period per illness?
   (2) Duration of illness?
   (3) Established maximum?
   (4) Shall time limits vary depending upon:
      (a) Employees' length of service?
      (b) Employees' rate of pay?
      (c) Employees' position or status in the company?

f. Shall sick-leave pay credit accumulate from year to year?
   (1) Unlimited credit?
   (2) Limited credit?
      (a) Number of years of accumulation?
      (b) Maximum amount?
      (c) Maximum number of days of pay?

g. Shall employees be required to contribute toward the costs of operating the plan?
   (1) Amount of contribution?
      (a) Equal to that of company?
      (b) Proportion of that paid by company?
   (2) How shall the payment be made?
      (a) Payroll deduction?
      (b) Cash?
   (3) How frequently shall payment be made by employees?

h. Shall a regular insurance-company plan for sick-leave pay be used?

13. Shall employees entering the armed services be entitled to military-leave pay?

a. What shall be the requirements for eligibility to receive this pay?
   (1) Length of service in the company?
   (2) Drafted into service?
   (3) Volunteered for service?

b. What shall be the amount of the military-leave pay?
   (1) Varied by length of service?
   (2) Specified sum?
   (3) Percentage of base pay?
   (4) Difference between pay earned in service and regular pay?
   (5) Full pay?

c. How shall military-leave pay be computed?
   (1) Straight-time hourly rate?
   (2) Average hourly rate?
   (3) Fixed rate?
d. What time limits shall be established for the payment of military-leave pay?
   (1) At the time of induction into the service?
   (2) For specified period of service?
   (3) For duration of service?
   (4) At the time of discharge from the service and return to work?

CHAPTER TEN

CONDITIONS OF EMPLOYMENT

ALTHOUGH all other phases of a labor agreement can be considered as part of the conditions of employment in any company, this clause is usually restricted to those provisions thought of as extraneous, yet important, features of working for any company. Included in this clause would be working conditions, employment standards, provisions governing the patents or inventions of employees, physical examinations, apprenticeship programs, and benefit plans for employees.

Most of the provisions that become part of this major clause are the features stressed by companies during recruitment drives in addition to the all-important wages and hours. The presence of one or more of these provisions, when properly established, tends to make a company a more desirable place to work, other things—wages and hours—being equal.

In many agreements, rather than include all these provisions and burden the contents, a clause may be included recognizing that the parties wish to continue in effect all prior or existing benefits. This insures that the employees will continue to receive the same benefits they enjoyed before the labor agreement was negotiated. It keeps the agreement's contents from becoming too lengthy, yet achieves the results desired.

A. Working Conditions

Although all companies are subject to the health and sanitary laws of the various municipal and state governments, many unions still feel that it is necessary in certain instances to include a clause on this subject in the agreement. This clause on working conditions may go beyond the legal responsibilities of the company. It may provide for various facilities and services not vital to the mini-

mum health or sanitary requirements of the governmental bodies.

Realizing the importance of good working conditions and adequate sanitary and health facilities, many companies have voluntarily instituted them. In other cases, unions have compelled backward companies to install proper facilities and to give adequate consideration to the health needs of their employees. This practice can be considered as one of the social responsibilities of a company to its employees. It helps the company to obtain the proper type of employees and to maintain good employee morale.

The working conditions of a company include provisions for lighting, heating, and ventilating the premises; the first-aid, sanitary, and eating facilities; the health and safety equipment; and the safety organization. Each has an important role in various companies, depending upon the type of operations and availability of similar facilities.

1. Governmental regulations

With the governmental regulation of the working conditions, it may be well to include a statement that the company will maintain working conditions in conformity with municipal, state, and federal regulations. This might be the entire clause dealing with working conditions, or it may be one phase of an inclusive clause. On the other hand, because the company must abide by these regulations regardless of the agreement, it may be just as well to eliminate any reference to the regulations.

If this clause is to be included:

a. Shall the company state that it will abide by all municipal, state, and federal laws and regulations governing working conditions?
b. Shall the company agree to make all its health and sanitary facilities subject to approval of the municipal, state, or federal health agencies?

2. Company responsibilities

The so-called "sweat shop" conditions existing in many industrial establishments until recent years caused many unions to persuade companies to recognize their responsibilities for the health, safety, and well-being of their employees. Many of these "sweat shop" companies felt that there was no reason for them to spend some of their money to provide what they considered to be luxuries for their

employees. While it is true that they usually operated under conditions similar to those in which their employees lived, these companies nevertheless failed to provide the necessities of a work place. The standards of decency are constantly rising as the standards of living rise and the public becomes more conscious of the needs of employees.

Good working conditions have been found to be closely related to cleanliness and increased efficiency and quality. Employees respond to better health and safety facilities with better work. This fact has caused many companies to provide extra facilities and to furnish special services for employees. Not only have these companies accepted their responsibilities, but they have decided that they benefit from their actions in these matters.

Included in the company's responsibilities is the matter of heat, light, and ventilation. These are common, everyday matters that concern few people until they prove unsatisfactory. Much employee discontent stems from inadequacy of any or all of these factors.

If this clause is to be included:

a. Shall the company pledge itself to provide and maintain:
   (1) Good working conditions?
   (2) Adequate health and safety facilities?
   (3) Proper light, heat, and ventilation?
b. Shall the standards for each of the above be established?
c. Shall the company set forth its responsibilities for working conditions?

3. First-aid facilities

No matter whether the company employs a few or a large number of employees, it must provide first-aid facilities to treat employees injured on their jobs. The amount and nature of these facilities depend upon the type of operations performed in the company and the number of employees. The more hazardous the work, the more complete should be the facilities. The number of employees determines the possible cases that will have to be treated and therefore the extensiveness of coverage of the facilities.

First-aid facilities are related to the workmen's compensation set-up of the company. When a company has compensation insurance, it may receive a credit on the annual premium based upon the type of first-aid facilities it has available for its employees.

Regardless of the value of these facilities from a compensation point of view, they serve as protection for employees who may be injured or taken ill while at work. By providing these facilities, companies can help to reduce the time lost because of injuries and sickness and can prevent the lowering of morale that results when injured employees cannot be promptly treated for their injuries. The presence of competent individuals is required to handle such cases as they arise. The greater the hazards and the number of cases to be treated, the more competent should be the person who renders the treatment.

If this clause is to be included:

a. What first-aid facilities shall be provided?
   (1) First-aid kits?
   (2) Stretchers?
   (3) First-aid room properly equipped?
   (4) Plant hospital?
b. What supervision shall be provided for these facilities?
   (1) First-aid staff?
   (2) Practical nurse?
   (3) Registered nurse?
   (4) Doctor?
c. Shall the supervision be available:
   (1) On full-time basis?
   (2) On part-time basis?
   (3) On call?
   (4) On all shifts?

4. Sanitary facilities

Particular attention is paid to the sanitary conditions existing in a company. Unions and companies alike desire to have these facilities furnished adequately and maintained properly. Questions are always being raised by some employees regarding the number or type of facilities provided. On occasion, the facilities may be inadequate to handle the volume of employees desiring to use them, but they are installed to take care of the average volume and not the exceptional volume. The standards for these facilities are usually predetermined by the various governmental bodies, and all installations must receive prior approval of these groups.

In some companies, the sanitary facilities already installed may prove inadequate when the number of employees increases. Such

a situation may be impossible to correct in certain instances, for example, a company with space in an office building. When this occurs, other arrangements may have to be made until a permanent solution can be evolved. Where additional facilities can be installed, the governmental bodies or the unions may force the installations if a company fails to act voluntarily. This can be provided for in the agreement.

If this clause is to be included:

a. Shall provision be made for toilet facilities?
   (1) Number to be installed?
      (a) Ratio to number of employees?
      (b) Governmental regulations?
   (2) Location of facilities?
   (3) Equipment?
      (a) Bowls?
      (b) Urinals?
      (c) Washing basins?
      (d) Paper and towel dispensers?
      (e) Compartments?

b. Shall provision be made for washroom facilities?
   (1) Number to be installed?
      (a) Ratio to number of employees?
      (b) Governmental regulations?
   (2) Location of facilities?
   (3) Equipment?
      (a) Basins?
      (b) Soap?
      (c) Showers?
      (d) Towel dispensers?

c. Shall provisions be made for dressing rooms?
   (1) Separate rooms for males and for females?
   (2) Location?
   (3) Equipment?
      (a) Hooks?
      (b) Hangers?
      (c) Individual lockers?
      (d) Group lockers?
      (e) Benches?

d. Shall porter and matron services be furnished by the company?

(1) Cleaning the plant?
(2) Maintaining health and sanitary facilities?

e. Shall facilities for drinking water be provided?
(1) Type of equipment?
(a) Fountains?
(b) Faucets?
(c) Coolers?
(d) Cups or glasses?
(2) Number to be installed?
(a) Ratio to number of employees?
(b) Ratio to number of departments or production units?
(3) Location of equipment?

5. Eating facilities

Although not a problem in a large number of companies, eating facilities may be important in many companies. Frequently this matter is given additional emphasis when the company prohibits employees from eating at their work places. This prohibition may be necessary because of sanitary requirements in food industries, or because the company wishes to eliminate spoilage resulting from food stains or food particles.

Included in the eating-facilities clause is the type of service offered to employees, the prices of the food, and the supervision of the facilities. In this connection, it might be well to note that most companies have found that the operation of eating facilities is a financial expense and frequently a source of employee discontent. Prices, variety of food, and quality of food create the main problems. Offsetting these disadvantages are the morale and increased-efficiency values gained from providing hot, well-balanced meals for employees. In many instances, this is a necessity because of the location of the plant and the lack of available outside eating facilities.

If this clause is to be included:

a. Shall eating facilities be provided in the plant?
(1) Lunchroom?
(2) Cafeteria?
(3) Restaurant?
(4) Tea room?

b. Shall there be seating capacity for all employees?
   (1) Entire shift?
   (2) Largest department?
c. Shall meal periods be staggered to permit quick service and sufficient seating?
d. Who shall operate the eating facilities?
   (1) The company?
   (2) The company and the union through a joint committee or by mutual consent?
   (3) Employees' committee?
   (4) Outside concessionaire?
e. Shall the prices of the meals be regulated?
   (1) Cost of food only?
   (2) Subsidized prices?
   (3) Regular prices?
   (4) Actual costs?
f. Shall the food and the premises be subject to inspection?
   (1) By company?
   (2) By union?
   (3) By employees' committee?

6. Safety and fire-protection equipment

In many companies the nature of work necessitates special safety, health, and fire-protection equipment. This may be mechanical as well as personal equipment. Much of it is required by the various state labor departments as a minimum requirement for the protection of employees. Insurance companies usually require companies to provide this equipment as a prevention against accidents and health and fire hazards. Unions enter the picture whenever they find that the companies' efforts are ineffective or insufficient, for the unions are interested in protecting the health, limbs, or life of the employees.

One of the main problems with providing for safety and health equipment of a personal nature is that of agreeing on whose responsibility it shall be to purchase the equipment. This is usually settled by having the company supply the equipment required as a condition of the work and the employees all other equipment. Some companies even furnish the latter equipment as a means of compelling all employees to use this protection. The matter of requiring the use of this personal equipment frequently causes dissension among the longer-service employees. In these cases, it is

advisable to sell employees on the merits of the equipment and to also obtain the coöperation of the foremen and the union in the matter.

If this clause is to be included:

a. What provisions shall be made for the installation of guards on all machinery?
   (1) Before placed into production?
   (2) While on the production floor?
   (3) Types of guards to be installed?
   (4) Maintenance of all guards?
b. Shall employees be required to operate unguarded machinery or machinery when guards are not operating?
c. What personal safety or health equipment shall be required or suggested?
   (1) Respirators?
   (2) Gloves?
   (3) Safety glasses?
   (4) Rubber aprons?
   (5) Rubber boots?
   (6) Headwear?
   (7) Safety shoes?
d. Shall this personal safety or health equipment be furnished by the company?
   (1) Free of charge? If so, shall employees be required to deposit a sum of money to insure return of the equipment?
   (2) At cost?
   (3) At special prices?
e. Shall the employees be required to supply themselves with this special equipment?
   (1) At their own expense?
   (2) At the company's expense?
   (3) Allowance from the company?
f. Shall the company or the employees be responsible:
   (1) For maintenance of the equipment?
   (2) For repair when damaged by employees?
   (3) For replacement?
      (a) When damaged beyond repair?
      (b) When worn out?
      (c) When lost or stolen?

g. Shall provision be made for the installation of fire-fighting equipment?
   (1) Sprinklers?
   (2) Water hose?
   (3) Fire extinguishers?
   (4) Sand and water pails?
   (5) Fire blankets?
h. Shall the company agree to abide by the regulations of the state labor department dealing with safety, health, and fire-fighting equipment?

7. Workmen's compensation

Although workmen's compensation is required for almost all types of companies, many unions are interested in various related phases of this subject. On occasion, they have secured additional benefits for employees not granted under workmen's compensation. They have at numerous times requested a voice in the administration of the claims made by employees.

In view of their desire to protect employees, unions have negotiated for the reimbursement to employees for damages to personal equipment or clothing sustained by them when no injury results. This is not covered by most compensation laws unless the employee is personally injured and eligible for workmen's compensation.

If this clause is to be included:

a. Shall the company state its coverage by workmen's compensation?
   (1) Insured by outside company?
   (2) Self-insured?
b. Shall injured employees be paid the difference between their regular pay and their compensation pay?
   (1) When hospitalized?
   (2) When unable to work?
c. Shall injured employees be paid for time lost when unable to work for period less than minimum period of disability?
d. Shall employees be reimbursed for damages sustained by them during accidents in which they receive no disabling injuries?
   (1) Replacement cost?
   (2) Fixed sum?
   (3) Allowance on cost?

e. Shall employees be required to present their workmen's compensation claims through the union?

8. Safety organization

On certain occasions, the union requests representation in the company's safety organization. They do this to insure the protection of the employees' health, life, and limb. Usually this safety organization consists of the company's representatives, such as foremen, superintendents, and department heads. However, many safety men believe that in order to have an effective safety program the employees must be represented in the safety organization. They must be permitted to take an active part in all campaigns, in investigations, and in periodic inspections. The use of joint labor-management committees in war industries has shown the merits of this point.

The safety organization is made up of a safety committee that meets at regular intervals to discuss all safety matters. They make safety inspections of the plant and analyze all safety suggestions. They recommend the adoption of safety devices deemed valuable and the correction of safety hazards. In actual operation, they assist the company by following up the safety, health, and fire-protection factors in the plant.

If this clause is to be included:

a. Shall a committee be designated to handle all matters of safety, health, and fire protection?
b. What shall be the composition of the committee?
   (1) Company representatives only?
   (2) Employee or union representatives only?
   (3) Representatives from both the company and the employees or the union?
c. What shall be the functions of the committee?
   (1) Discuss all safety, health, and fire-protection matters?
   (2) Make safety inspections of the plant and its equipment?
      (a) How frequently?
      (b) Rotation of inspectors?
   (3) Analyze all safety suggestions?
   (4) Make safety, health, and fire-protection recommendations?
   (5) Follow up all recommendations?

(6) Keep all safety, health, and fire records?
(7) Supervise employee safety, health, and fire educational programs?
  (a) Posters?
  (b) Payroll inserts?
  (c) Leaflets?
  (d) Meetings?
  (e) Motion and sound-slide pictures?
  (f) Contests?
  (g) Lecture courses?
(8) Investigate all accidents?
  (a) Causes?
  (b) Means of prevention?
  (c) Need for education?

d. Shall the committee hold regular meetings?
  (1) Frequency?
  (2) Day of week on which to be held?
  (3) Time of day?
  (4) Duration of meeting?
e. Shall employees be paid for attendance at safety committee meetings?
  (1) During working hours?
  (2) After working hours?
  (3) Rate of pay?
    (a) Straight-time hourly rate?
    (b) Special rate?
    (c) Overtime premium rate if beyond regular schedule of hours?
f. Shall the company pledge itself to carry out all recommendations of the safety committee?

B. Employment Standards

Although most companies have established employment standards, few of them include these standards in their labor agreements. Unions are frequently not vitally concerned with these standards except for certain points that might affect them. They would be more concerned if they had closed- or union-shop security, because the employees of the companies are then potential members of their unions. The standards that might be disputed would be those involving race, color, or creed discrimination or sex preferences.

This clause might be part of the clause dealing with the recogni-

tion of the union. If the union is given control over the referring of applicants or new employees, the standards of employment may be established as part of the clause. On the other hand, the company may have the right to establish employment standards in much the same manner as it does with rules and regulations.

If this clause is to be included:

1. Shall the employment standards be listed in the agreement?
   a. Completely?
   b. Partially?
   c. With catch-all statement included?
2. Shall the existing employment standards be adopted by both parties as part of the agreement?
3. Shall the company have the right to establish employment standards necessary to meet the needs of its operations?
   a. Provided they do not discriminate against union members?
   b. In keeping with intent of the agreement?
   c. Shall the company be required to submit them to the union prior to their becoming effective?
      (1) As notification only?
      (2) For approval?
4. Shall the company be permitted to modify, withdraw, or add any employment standards?
   a. On its own initiative?
   b. After notification to the union?
5. Shall age limits be established for new employees?
   a. What shall they be?
   b. Shall they vary with different jobs?
6. Shall the company employ physically handicapped individuals?
   a. Blind?
      (1) Totally?
      (2) Partially?
   b. Deaf?
      (1) Totally?
      (2) Partially?
   c. Mutes?
   d. Minus limbs?
      (1) Fingers?
      (2) Hands?

(3) Arms?
(4) Toes?
(5) Feet?
(6) Legs?
(7) Partially?
(8) Totally?

e. Ruptured?
f. Shall these employees be placed on special jobs?

7. Shall the company employ diseased individuals?
   a. Contagious?
   b. Non-contagious?
   c. Shall these employees be required to undergo proper and continual treatment?
8. Shall the company employ only United States citizens?
9. Shall the company pledge not to discriminate for purposes of employment for race, color, or creed of applicants?
   a. Shall there be no segregation of employees by race, color, or creed?
   b. Shall all questions on this subject be removed from applicant and employee records?
10. Shall the company be permitted to hire females and minors?
    a. Special operations?
    b. Without seniority?
    c. At same rates as regular males?
    d. Not to replace males?
11. Shall the company pledge not to discriminate against applicants who are union members?
12. Shall the company refuse to employ individuals deemed to be undesirable by the union?
13. Shall the company accept all applicants referred by the union for existing vacancies? If they meet employment standards?
14. Shall union membership be a requirement for employment?
15. Shall the union have the right to appeal any decision of the company regarding the employment or refusal to employ any individuals?
    a. Within what time limit must the appeal be made or introduced?
    b. Shall it be oral or written?
    c. Shall the union be required to state the reasons for the appeal?

d. Shall the company be required to substantiate its decision?
e. At what level or step of the grievance procedure shall these appeals be applicable?

C. Patents or Inventions

Many companies have employees who are required to do engineering, development, or research work. Because of the nature of their work, frequently in the course of their work they develop new inventions that may or may not be part of the companies' projects. To obtain full advantage of these inventions or developments, companies may require employees to turn over the patent rights or the developments to the company. This may be considered as the property of the company and therefore not patentable or usable by the employees for their own benefit. On the other hand, it may be considered as the employees' property but subject either to purchase by their individual company or exclusive use of the company.

In addition to protection for new developments or inventions, companies are also vitally interested in protecting their trade secrets. To do this, they usually require employees who may be in contact with these data to agree not to either work for or give information to a competitor for a given period of time after they terminate their employment. Frequently both protective clauses are included in one patent agreement that new employees are required to sign as a condition of employment.

Unions have been interested in this clause because of their desire to protect the interests of the employees concerned. They want to provide the maximum compensation to the employees for the development or invention of any items. They are desirous of providing measures to prevent the companies from taking unfair advantage of these employees. Because the rank and file might also make some valuable developments, the unions are willing to include this clause in the agreement when it makes proper allowances to the employees for this work.

If this clause is to be included:

1. Shall all developments or inventions made by employees be the property of the company?
   a. If worked on during company time?
   b. If part of a company project?

c. If produced on employees' own time and with their own material?
d. If not directly applicable to the company's operations?

2. Shall all new developments or inventions made by employees be patented in the name of the company or in the names of the employees concerned?
3. Shall the employees be required to make all new developments or inventions subject to purchase by the company?
   a. At a fixed price per patent?
   b. At a percentage of value?
   c. On a royalties basis for a given period of time?
4. Shall the new developments or inventions patented by the employees be available to the company for its exclusive use?
   a. For a given period of time?
   b. At a fixed price per year?
   c. On a royalties basis?
5. Shall all employees pledge themselves not to divulge any company trade secrets?
   a. During the period of their employment?
   b. For a given period after their employment terminates?
6. Shall all technical personnel be required as a condition of employment to pledge themselves not to work for a competitor for a given period after their employment is terminated?
7. Shall employees be required to sign individual agreements or pledges on these points?
8. What employees shall be covered by this clause?
   a. All employees?
   b. Executive personnel?
   c. Technical personnel?
   d. Supervisory personnel?
   e. Skilled employees?

D. Physical Examinations

A considerable number of companies require employees to submit to a physical examination as a condition of employment. This is usually done to provide the company with valuable medical data on the applicants and employees. In addition to this, the information serves to protect present employees from contagious diseases that might otherwise be spread by infected individuals if they were employed. Corrective measures are almost always recommended

to these individuals as well as to those whose physical condition requires treatment. The final purpose of these pre-employment physical examinations is to assist the employment department to place the applicants properly in jobs for which they are physically fitted.

Unions have had this clause discussed at the bargaining table because a number of companies have abused the practice. Companies have used these examinations, as well as the periodic physical exams for employees, as a means for turning away or getting rid of certain individuals. Although the medical information of an individual is confidential, many unions request that they be given the results of the examination if an employee is deemed physically unfit to remain in the employ of the company. To offset any objections to their being given confidential data, they may request that no employee be terminated for medical reasons until they have the employee examined by a doctor of their own choosing. In cases of applicants, unions are not vitally concerned unless they have the right to refer applicants to the company. On such occasions, they may also require a copy of the medical report on all rejects or a recheck by their own doctor.

If this clause is to be included:

1. Shall a medical examination be required as a condition of employment?
2. Shall the company have the right to reject applicants for medical reasons?
   a. Physically unfit for types of work available?
   b. Infected with contagious disease?
   c. Possessing physical defect presenting a risk for the company?
      (1) Hernia?
      (2) Poor eyesight?
      (3) Poor hearing?
      (4) Missing limbs?
3. Shall the company have the right to require applicants to undergo proper medical treatment before employment?
4. Shall the employees be given periodic physical examinations?
   a. How frequently?
   b. Who shall pay the expenses of these examinations?
      (1) Company?

(2) Union?
(3) Employees?
(4) Combination of any two or all?

c. Shall these examinations be on a voluntary or a compulsory basis?

5. Shall the medical or physical examinations be conducted on the company premises or outside of the premises?
6. Shall the results or findings of the examinations be kept confidential?
   a. Furnished to union whenever employees are rejected for employment or subject to dismissal because of medical reasons?
   b. Furnished to employees' family doctors upon request?
7. What shall be the purposes of these examinations?
   a. Proper placement of applicants and present employees?
   b. Prevention of spread of contagious diseases?
   c. Uncovering of disabilities requiring medical treatment?
   d. Elimination of individuals physically unfit to work on the types of work available?
   e. Maintenance of control of employees' health?
8. Shall the union have the right to have applicants rejected for medical or physical reasons and employees to be discharged for these reasons examined by their own doctor for verification of findings?

E. Apprenticeship

In many companies where skilled jobs exist, there may be a program of apprenticeship training. This type of training is used to designate a long-term program of training to acquire a skill or craft. Through apprenticeship training, employees—mostly young men under twenty years of age—are prepared to assume the duties and work of a journeyman craftsman. These programs increase the supply of skilled men available for work. Because of this influence on the labor supply, many unions, especially craft unions, are extremely interested in apprenticeship training. They usually desire to establish stringent rules governing not only the training program but also the number to be trained. A few short-sighted unions unwisely restrict the number to be trained to a small group, with no attention paid to the needs of companies for this labor supply. Thus companies are forced either to redesign their products to eliminate the work requiring the craftsmen or to develop

new machinery to replace them. Many companies diluted the skilled job by breaking it down into its various component tasks and then trained men in these same skilled tasks. However, it must be realized that if unions permit an unlimited number of apprentices to be hired, they may create a surplus of craftsmen—a situation which would destroy their bargaining position.

Apprenticeship-training programs, whether for a particular skill or for different skills, vary between companies. The federal government has set up a Federal Committee on Apprenticeship to aid interested parties in the field of apprenticeship training. This group, as well as numerous state groups of a similar nature, assists the company and the union to establish a sound program.

If this clause is to be included:

1. Shall the Federal Committee on Apprenticeship's standards be adopted?
2. What shall be the length of training required of an apprentice?
   a. Specified number of hours?
   b. Specified number of years?
   c. Time required to complete satisfactorily the prescribed program?
3. Who shall supervise the apprenticeship program?
   a. Company representative?
   b. Union representative?
   c. Outside individual or group?
   d. Joint committee?
4. What shall the program of training consist of?
   a. Scheduled on-the-job plant work?
   b. Scheduled related work?
      (1) In the plant?
      (2) In outside school?
      (3) Actual practice?
      (4) Technical knowledge?
   c. Rotation around department or plant?
5. Shall the apprentices be required to sign an indentured agreement with the company?
   a. Shall their parents' consent and signature be required?
   b. Shall the union representative also sign?
   c. Shall the posting of a bond be required to insure completion of apprenticeship training?

6. How many apprentices shall be trained at any one time?
   a. Established ratio of apprentices to journeymen?
   b. Specific number?
   c. Shall this number be subject to the following modifications?
      (1) Union consent required before hiring?
      (2) No new employment during period of unemployment of journeymen in the union?
7. What employment qualifications shall be established for apprentices?
   a. Age limits?
      (1) Minimum age?
      (2) Maximum age?
   b. Physically sound and healthy?
      (1) Pre-employment physical examination?
      (2) Certification from physician?
   c. Minimum schooling or education?
   d. Proper mental and physical aptitude?
   e. Family relationships with journeymen?
   f. Required to join union?
      (1) When employed?
      (2) After probationary period of given length of time?
      (3) Upon completion of apprenticeship?
8. What shall be the wages to be paid to the apprentices?
   a. Percentage of journeymen's rate ranges or wage rates?
   b. Specific amounts?
   c. Wage schedules?
      (1) Increases based on length of service?
      (2) Increases based on periodic ratings of learning and performance made by person or group supervising the program?
      (3) At what intervals shall the increases or ratings be made?
      (4) What shall be the amounts of the increases?
9. What tools shall the apprentices be required to have?
   a. Specified tools?
   b. Tools of the trade?
10. How shall the apprentices obtain these tools?
   a. Apprentices supply their own?
   b. Company purchases tools for apprentices? Reimbursed by payroll deductions?

c. Company lends tools to apprentices?
d. Company furnishes tools free of charge?

11. Shall the apprentices be required to reimburse the company or replace any of the company's tools that are lost or broken?
12. Shall maintenance of the tools be required of the apprentices?
13. How shall the apprentices' seniority be computed?
    a. Independent of regular seniority?
    b. Subordinate seniority to journeymen?
    c. Original ratio governs lay-offs?
14. What seniority credit shall the apprentices receive when they complete their apprenticeship?
    a. No retroactive credit?
    b. Partial retroactive credit?
    c. Complete retroactive credit?
    d. Credit determined by supervisor of program or joint committee?
15. When the apprentices satisfactorily complete their apprenticeship, shall they be given:
    a. Certificate of completion?
    b. Cash bonus?
    c. Possession of company-owned tools previously given them?
    d. Opportunities for employment as journeymen?

F. Insurance and Benefit Plans

As a means of giving their employees increased security and greater personal protection, many companies have instituted various kinds of insurance and benefit plans. Although discounting and discrediting the value of these plans during organizing drives, unions are vitally interested in obtaining these benefits for their members. The unions use these plans as a means of obtaining greater financial returns for employees. The desirability of the company's sponsoring these plans is not always looked upon favorably by unions. A large number of them, principally the long-established craft unions, desire to undertake these plans as a means of improving the value of the union to the membership. They also want the members to be aware of the fact that they are receiving various benefits out of the dues and fees the members themselves pay into the treasuries of the unions. The practice of

unions' sponsoring these plans stems out of the fraternal-organization ideas that prevailed in the craft unions. Fraternal organizations are largely held together by insurance and benefit plans.

There are a number of different basic types of insurance or benefit plans that can be and are adopted. Some companies agree upon all types, whereas others merely take one or two of them. The plan itself may determine whether or not there shall be employee contributions to offset the cost of operating it. Eligibility for the plan and for the benefits also varies according to the type of plans adopted.

If this clause is to be included:

1. What types of insurance and benefit plans shall the employees be eligible to participate in?
   a. Life insurance?
   b. Accident, health, and sickness insurance plan?
   c. Hospitalization insurance?
   d. Medical and surgical insurance?
   e. Old-age pensions?
   f. Savings and loan?
   g. Death and burial benefits?
2. What shall be the eligibility requirements for participation in these plans?
   a. Minimum length of service?
   b. Age limits?
   c. Wage rates?
   d. Examination by doctor?
3. How shall the costs of operating these plans be met?
   a. Contributions by company?
      (1) Actual costs?
      (2) Percentage of payroll?
      (3) Percentage of sales?
      (4) Proportionate share of costs?
   b. Contributions by employees?
      (1) Proportionate share of costs?
      (2) Percentage of pay received?
      (3) Fixed sum?
   c. Contributions by union?
      (1) Fixed sum per employee?
      (2) Proportionate share of costs?
      (3) Percentage of dues collected?

4. How shall the employees' contributions be collected?
   a. Payroll deduction?
   b. Cash?
   c. How frequently?
5. How shall the union's contributions be collected?
   a. Withheld from union dues checked off?
   b. Cash?
   c. How frequently?
6. Who shall administer the plans?
   a. Company?
   b. Union?
   c. Employees?
   d. Company and employees or union through joint committee?
   e. Impartial third party?
      (1) Selected by company?
      (2) Selected jointly?
7. Shall regular insurance-company plans be used?
8. How shall the benefits under each plan be determined?
   a. Accordance with eligibility rules?
   b. Pre-established?
   c. Decision by administrators of plan?
9. What provisions shall be made for continuing employees' coverage?
   a. During approved leaves of absence?
   b. During slack seasons or lay-off periods?
   c. Premium paid by the company?
      (1) Employees deposit sums of money to cover their share of the costs for the periods of their leaves or their lay-offs?
      (2) Money advanced by the company to be deducted from the pay of the employees when they return to work?
      (3) Money advanced by the union?
   d. Coverage continued at no cost to employees on leave?
   e. Coverage discontinued during periods of leaves or lay-offs?
      (1) Renewable when employees return to work?
      (2) Renewable at next registration period?
      (3) Prior coverage credit regained when coverage is renewed?

10. Shall employees whose services with the company are terminated be entitled to any refund on the contributions they have made to any of the plans?
    a. Money placed in savings-and-loan plan?
    b. Partial refund of money contributed toward:
        (1) Old-age pension?
        (2) Death and burial benefits?
11. Shall employees whose services with the company are terminated have the right to transfer to the regular insurance plan of the insurance company? Within what period of time?
12. Shall employees have the right to withdraw from participation in any of the plans at any time during their employment with the company?
    a. Shall they be entitled to the same refunds as those terminated?
    b. Shall they be required to give notice of their withdrawal?
        (1) Oral or written form?
        (2) To company?
        (3) To administrators of the plan?
13. What shall be the duration of the plans?
    a. Definite period?
    b. Indefinite period?
    c. At company's discretion?
    d. Agreed upon by both company and union?

G. Prior or Existing Benefits

Rather than include many existing practices in the agreement, the company and the union frequently merely include a clause continuing all prior or existing benefits for employees. This might include company policies with which the union was in accord. It might also provide for continuation of employee benefit and insurance plans. This clause helps to reduce the wordage of the agreement, yet still retains the full coverage desired.

If this clause is to be included:

1. Shall existing company policies be made part of the agreement? Except as modified by the terms of the agreement?
2. Shall existing employee benefit and insurance plans be continued?

3. Shall provision be made for any modifications of existing practices that are to be continued?
4. Shall the company be required to continue all practices that provide greater benefits to the employees than the contents of the agreement?
5. Shall changes in existing practices be permitted?
   a. By company?
   b. By company and union?
   c. Upon recommendation of the union?

CHAPTER ELEVEN

MANAGEMENT RIGHTS

ALL labor agreements have provisions defining or limiting the traditional rights of management. Actually the entire agreement can be looked upon as a limitation of management's rights. This is true because, prior to the first labor agreement, management had the right to formulate, modify, or cancel any policy dealing with the company's labor relations. The labor agreement makes the union a party to the formulation of new policies affecting the employees and limits management's right to modify or cancel existing labor policies.

Despite the fact that the entire agreement may be considered under the heading of management rights, this clause usually includes those provisions looked upon as decisions belonging to the company. This clause includes: management prerogatives, the issuing of rules and regulations, setting forth the causes for discharges, the promoting or demoting of employees, the selection and control of foremen, the installation and operation of bulletin boards, and the practice of contracting work out to other companies.

A. Management Prerogatives

One of the most controversial and widely debated clauses in a labor agreement is the one dealing with management prerogatives or rights. Among company representatives there is a marked difference in thoughts and ideas on the subject. Some feel that it is vital to the effective operation of the company that a management-prerogatives clause be included in the agreement. This adds weight to the company's actions in various matters and prevents an arbitrator from overruling the company in such instances. It

also serves as proof to the employees that the company has the right to make certain demands or requests of them or to take certain actions as it may desire.

Other company negotiators feel that it is unwise to attempt to introduce a management-prerogatives clause into negotiations. They believe that, if the union refuses to agree to the inclusion of this clause in the agreement, it can be construed as a sign of management weakness or that the company does not actually have these prerogatives or rights. Unions can take undue advantage of such situations and the company will have lost more than it could have gained.

A third group decline to include this clause in the agreement on the grounds that the company inherently has prerogatives and rights and there is no necessity for including them. They also point out that, when a company is interested in including these rights in the agreement, the union can justifiably request a clause with *its* rights set forth. Frequently, however, unions use the presence of this clause as a trading weapon. In their zeal to have this clause included or retained in the agreement, the company's negotiators may grant the union some of its demands. In fact, for this reason many unions object to companies' attempting to have this clause removed from the agreement. It serves as an excellent tool for the union during negotiations.

It has been pointed out by some negotiators that the labor agreement actually assumes that the company has all rights except those limited or given away in the agreement. It has been proven at various times that companies that have battled long and hard around the bargaining table for the acceptance of this clause have actually limited or agreed to give up many of these rights in the other clauses of the agreement. The agreement as a whole actually sets forth restrictions or limitations on those prerogatives traditionally considered as belonging to the company.

Some negotiators interested in including this management's-rights clause have reconciled some of the thoughts of the other groups and have had included in their agreements a clause that continued those rights that the company traditionally exercised. These rights may be limited by the other provisions of the agreement but otherwise continue to be effective. This type of clause satisfies the arguments in favor of mentioning the rights. At the same time, it accepts the fact that they have existed in the past.

Not only have there been disputes as to the desirability of having

this clause included in the agreement, but the nature of this clause has also been widely debated. One group list many of the specific rights or prerogatives that belong to the company, whereas others state broadly the area of management's rights. Some negotiators who have listed the rights have hedged by including a catch-all phrase at the end to cover all rights not listed. This is protection against the difficulty of listing—that of omitting some items that should have been included. It has been said, "To list is to limit."

If this clause is to be included:

1. Shall the company's prerogatives or rights be listed?
   a. Hire and fire?
   b. Discipline and discharge for cause?
   c. Maintain order and efficiency?
   d. Promote, transfer, or demote employees?
   e. Change methods of operating or production?
   f. Introduce new machinery?
   g. Designation of foremen and supervisors?
   h. Location of plants?
   i. Products to be manufactured?
   j. Establish incentive plans for increased efficiency?
   k. Lay off employees because of lack of work?
   l. Plan, direct, and control company operations?
2. Shall a catch-all statement be included with the listing of the company's prerogatives?
   a. "These rights among others"?
   b. "Enumeration of these prerogatives shall not be deemed to exclude other prerogatives not enumerated"?
3. Shall a general, broad statement be made concerning the company's rights?
4. Shall the management's-rights clause refer to the traditional rights of the company?
   a. Regular and customary functions?
   b. Rights, powers, and authority the company had prior to the signing of the agreement?
   c. All rights of management?
5. Shall these rights or prerogatives be subject to modification or limitation by the terms of the agreement?
6. Shall provision be made to prohibit these rights from being used for discriminatory purposes?
7. Shall the union be granted provision for its rights on a similar basis?

B. Rules and Regulations

As part of its administration of operations, a company usually issues a set of rules and regulations governing the actions and conduct of employees. Many of these rules are vital to the successful carrying on of the business, and violations of these rules and regulations cannot be tolerated. When violations do occur, most companies take disciplinary action against the offender. To insure fair treatment in such cases, unions request that the details of this provision be included in the agreement. This insures that they will have a voice in the determination not only of the rules and regulations to be promulgated but also of the discipline meted out to violators.

If this clause is to be included:

1. Shall the rules and regulations be listed in the agreement?
   a. Completely?
   b. Partially?
   c. With catch-all statement included?
2. Shall existing rules and regulations be adopted by both parties as part of the agreement?
3. Shall the company have the right to promulgate rules and regulations necessary for properly conducting its business?
   a. In keeping with the intent of the agreement?
   b. Provided they do not discriminate against union members?
   c. Shall the company be required to submit them to the union prior to their becoming effective?
      (1) As notification only?
      (2) For approval?
4. Shall the company be permitted to modify, withdraw, or add any rules and regulations?
   a. On its own initiative?
   b. After notification to the union?
   c. By joint agreement with the union?
5. Shall the rules and regulations be publicized?
   a. By company?
   b. By union?
   c. By both parties?
   d. Through what means?
      (1) Bulletin boards?
      (2) Employee publications?

(3) Employee handbook?
(4) Union publications?
(5) Public-address system?
(6) Special booklet?

6. What penalties shall be provided in case of violations by employees?
   a. At company discretion?
   b. By company and union through mutual consent or by joint committee?
   c. By special disciplinary committee?
      (1) Composed of management representatives only?
      (2) Composed of management and employee or union representatives?
   d. Specific defined set of penalties?
      (1) Listed in agreement?
      (2) Supplement to agreement?
   e. Warnings for certain violations?
   f. Disciplinary action?
      (1) Time off?
      (2) No merit increase?
      (3) Transfer to disagreeable or undesirable work?
      (4) Demotion or downgrading?
      (5) Fine?
      (6) Loss of special privileges?
      (7) Loss of promotional possibilities?
      (8) Loss of seniority?
   g. Discharge?
      (1) Particular violations?
      (2) After continued offenses or other violations?
7. Shall provision be made requiring the company to enforce the rules and regulations fairly and without discriminating against union members?
8. Shall the union have the right to appeal any disciplinary action taken by the company?
   a. What level or step in the grievance procedure shall be applicable?
   b. Within what time limit shall this right prevail?

C. Discharge

When employees think about security, their thoughts invariably turn to discharges or dismissals. The important influence on se-

curity of the discharge policy has caused most unions to concentrate their attention on this clause of the labor agreement. The company's long-practiced right of dismissing employees it no longer wanted has been modified and changed through collective bargaining to afford employees protection against discrimination and unjust actions. This has been accomplished largely through the efforts of unions, either directly or indirectly. Some companies seeking to improve employee morale have established fair and equitable rules for discharges without the necessity of negotiations with unions.

Limitations on a company's right to discharge employees does not mean that it cannot dismiss employees for certain offenses. In fact, usually provision is made for permitting the company to make an immediate discharge, for various employee offenses, without prior consultation or notification of the union until the action has been taken. Most discharges require at least prior warning to the employees, the union, or both. In many agreements, provision is made for notice of the discharge to be given to the employees and the union. Some of these provide for the payment of severance or dismissal pay either in lieu of notice or as an extra compensation to the discharged employees.

Severance pay frequently is provided for to permit employees to adjust or to find new jobs. This may be done when the employees are displaced through no fault of their own. They may be replaced by machinery or by changes in operations or manufacturing procedures. This type of pay is also given when employees are displaced as a result of consolidations or absorptions of companies. Management provides severance pay as part of its moral obligation, while unions claim that employees are entitled to this pay as uncollected previously earned monies absorbed by the companies as capital surplus or as profits.

Regardless of any other provisions that it may agree to under the discharge clause, all unions insist upon the right to appeal all discharges made by the company. Many of them also seek to have included a provision for reinstatement pay whenever their appeals of discharges are upheld. This assures the employees that they will not lose any money because of an unjust discharge. When a company agrees to both of these provisions, the union is in a position to prevent work stoppages that might otherwise arise when employees feel that a fellow employee has been discharged without cause.

If this clause is to be included:

1. For what causes shall the company have the right immediately to discharge employees?
   a. Dishonesty?
   b. Insubordination?
   c. Intoxication?
   d. Deliberate destruction of company property?
   e. Smoking in prohibited areas?
   f. Fighting on premises?
2. Shall the company be required to issue warning notices and to discipline employees before discharging them?
3. Shall the causes for discharge be listed?
4. Shall the company have the right to determine what is cause for discharge?
5. Shall the company have irrevocable right to discharge probationary or temporary employees?
6. Shall the company be required to furnish a notice of discharge?
   a. To whom shall it be given?
      (1) Employee?
      (2) Union?
      (3) Both?
   b. When shall the notice be given?
      (1) At least a minimum period in advance of the discharge?
      (2) At the time of the discharge?
      (3) Within a specified period after the discharge?
   c. In what form shall the notice be?
      (1) Oral?
      (2) Written?
   d. Shall employees receive severance pay in lieu of advance notice?
7. Shall all discharges be subject to final approval or authorization of persons above the foremen?
   a. Superintendent?
   b. Personnel man?
   c. Company executive?
   d. Joint committee or board?
      (1) Who shall be members of this group?
         (a) Company representatives only?
         (b) Company and union representatives?

(2) Shall decisions of this group be binding on both parties?
(3) Shall discussions be held before the discharge is made effective?

8. Shall discharged employees be given dismissal or severance pay?
   a. What eligibility requirements shall be established?
      (1) Length of service?
      (2) Reason for discharge?
         (a) Old age?
         (b) Elimination of job?
         (c) Consolidation of companies?
         (d) Mechanization of operations?
         (e) Physical defect acquired during period of employment?
   b. What shall be the amount of this pay?
      (1) Fixed number of hours, days, or weeks per year of service?
      (2) Pro-rata amount for less than yearly period?
      (3) Specified sum?
      (4) Shall a minimum be set?
      (5) Shall a maximum be set?
   c. Shall the age of the terminated employees affect the amount of this pay?
   d. Shall this pay include any sick pay or vacation pay otherwise due to the employees?
   e. Shall this pay include any monies due employees for contributions to insurance or benefit plans?
9. What effect shall giving or not giving advance notice have on the payment of dismissal or severance pay?
10. What effect shall the offer of another job have on the payment of dismissal or severance pay?
   a. If job is refused?
   b. If job is accepted?
      (1) At same pay?
      (2) At lower rate of pay?
   c. If job is with another company?
11. Shall the employees, the union, or both have the right to appeal all discharges?
   a. Within what time limit must the appeal be made or introduced?

b. Shall it be oral or written?
c. At what level or step of the grievance procedure shall these appeals be applicable?
d. Shall a joint committee or board be established to hear appeals of all discharges?
   (1) Shall this group be similar to the one mentioned above under "7, d"?
   (2) Shall the decisions of this group be binding on both parties?
e. Shall a maximum time limit be established within which the appeal must be settled?

11. Shall employees be reinstated if found to be unjustly discharged?
    a. To old job?
    b. To another job?
       (1) At company's request?
       (2) At employees' request?
    c. To same job in another department?
    d. At old rate of pay?
    e. At rate of pay for new job?
12. Shall reinstated employees be entitled to any reinstatement or back pay for the time lost?
    a. Fixed amount?
    b. Actual wages lost?
    c. Actual wages lost minus any wages earned during period of appeal?
    d. Amount agreed upon by the parties in the individual cases?

D. Promotions and Demotions

In many agreements, because of the importance of the results, a separate clause dealing with promotions and demotions is included. Usually this clause is contained in the provisions of a number of the other clauses, particularly those dealing with wages and seniority. Both of these form the prime factors in promotions and demotions. Not only are unions interested in establishing the rules that will govern the companies' actions in promoting or demoting employees, but they also want the wage question controlled. The position of the union in any situation is considered a vital issue by both parties. The unions feel that they should be consulted because promotions and demotions are part of the conditions of employment of the em-

ployees. When increases or decreases are concerned, the unions consider that these wage changes cannot be made without their being consulted.

Companies object to the unions' reasoning on this clause. They firmly believe that they have the sole right to determine whom to promote and whom to demote. Usually they consider that factors other than strict seniority, requested by unions, are important in determining promotions and demotions. This is particularly true of promotions to supervisory positions. The autonomous control of transfers and promotions by management is vital to the proper operation of the business, according to many companies. However, there are a number of industries that promote according to strict seniority or at least offer promotion opportunities to individuals by this method. The peculiarities of such situations make it difficult to determine the effectiveness of the operation of the plans.

In actual practice, many companies and unions agree on some modifications of strict seniority. Although it affords definitely controlled action, strict seniority may create operational difficulties that have been recognized by many unions. Rather than cause other troubles, many unions are willing to give companies leeway in promotional or demotional matters, provided that they, the unions, retain the right to appeal, to arbitration, if necessary, any of these actions.

If this clause is to be included:

1. What factors shall govern promotions and demotions?
   a. Seniority?
   b. Merit and efficiency?
   c. Abilities?
      (1) Physical?
      (2) Mental?
      (3) Experience?
   d. Satisfactory completion of prescribed training course?
   e. Meeting job requirements?
   f. Merit ratings by company's supervisory or executive force?
2. What weight shall be given to each of these factors?
3. What rights shall the company have to select employees for promotions and demotions?
   a. To jobs within the bargaining unit?
   b. To or from jobs outside the bargaining unit?

c. In accordance with any of the above-mentioned factors?
d. After consultation with the union?
e. From among employees recommended by the union?

4. Shall the union be given prior notice of the action?
   a. Orally or in writing?
   b. For approval of the action taken?
   c. As notification of the action taken?
   d. Shall the reasons for the action be included?
   e. What shall be the minimum prior time permitted?
5. Shall promoted employees be required to serve a probationary period on their new jobs?
   a. What shall be the length of this period?
   b. Shall this be part of a training program?
6. Shall promoted and demoted employees be given wage-rate changes?
   a. At time of promotion or demotion?
   b. After probationary period?
7. What rates shall be paid to promoted or demoted employees?
   a. Present rates?
   b. Percentage increase or decrease of present rates?
   c. Minimum of rate ranges of new jobs?
   d. Wage rates of new jobs?
   e. Maximum of rate ranges of new jobs?
   f. Wage rates within the rate ranges of the new jobs?
8. Shall the employees be informed of their new rates before the promotions or demotions are made?
9. What seniority rights shall promoted or demoted employees have when changed to a new seniority unit?
   a. Carry seniority into new unit?
   b. Retain seniority in old unit, in cases of promotions, but start new seniority credit in new unit?
      (1) Seniority in old unit continues to accumulate?
      (2) Seniority in old unit is frozen as of dates of promotion?
   c. After satisfactorily completing probationary period, seniority in old unit is lost and new seniority started?
   d. Partial credit toward seniority in the new unit given on the basis of seniority in the old unit?
   e. In cases of promotion, seniority in the new unit started

as of date of promotion, but plant-wide seniority retained in case of lay-off in new unit?

f. In cases of demotion from job outside the bargaining unit?
   (1) Seniority from original date of hiring, including length of service on job outside the bargaining unit?
   (2) Recovery of seniority frozen as of date of promotion from job in the bargaining unit?
   (3) Start seniority from date of demotion?

10. What restrictions shall be placed on the company's right to promote employees to jobs outside the bargaining unit?
    a. Members of the union committee or union officials shall not be promoted without prior approval of the union?
    b. No employees shall be promoted while the union has charge pending against them?
    c. No employees shall be promoted until they have paid the union all outstanding monies due?
11. Shall the union have the right to appeal any promotion or demotion?
    a. Within what time limit must the appeal be made or introduced?
    b. Shall it be oral or written?
    c. Shall the union be required to state the reasons for the appeal?
    d. Shall the company be required to substantiate its decision?
    e. At what level or step of the grievance procedure shall these appeals be applicable?

E. Foremen

The increasing unionization of foremen and supervisors has caused company and union negotiators to give consideration to their status in relation to that of the employees. This has given impetus to the inclusion in labor agreements, with rank-and-file employee groups, of a clause dealing with the foremen.

Even before this interest was aroused, many unions had been bargaining to prevent foremen from performing work of the same nature as that performed by the regular employees. This was a protective clause designed to prevent not only the reduction in

number of employees but also the setting of fast paces by these supervisors. This provision appears in many agreements.

In certain unions, the foremen are considered part of the bargaining unit. This is true in the building trades and the printing trades. In these instances, the foremen's job may be defined in the agreement and the number of them limited. Their union status as foremen may also be defined in this clause. These provisions are protective from both the union's and the company's standpoint. The union does not wish to have too many of their members made supervisors, thus limiting their control over them. On the other hand, the defining of the foreman's job and his union status establishes a standard to which the company can hold the union whenever there are any questions of jurisdiction or authority of the foremen.

The seniority of the foremen, especially when downgraded into the ranks of the employees, is another important provision. There is usually a differentiation made between foremen previously upgraded from among the employees and those hired as foremen from outside the company. This provision may also be accompanied by a provision dealing with the promotion to foremen positions of employees in the bargaining unit. Rules may be agreed upon covering not only the regular employees, but also the union officials and those employees against whom the union has charges pending. The unions are particularly interested in these provisions because of the effects they might have in the hands of an anti-union company. During periods of lay-off, for example, the company could lay off more employees merely by downgrading their foremen into employee positions. From a company viewpoint, this may be necessary to preserve the nucleus of the organization until the time when there will again be greater production requirements.

The promotion provision is one which has been traditionally used by unscrupulous companies to defeat the unions. Whenever the companies wished to weaken the union, they would either win over the union leaders by promoting them to supervisory positions, or would promote them to these positions, from which they could easily be discharged because they were no longer subject to the jurisdiction of the union. On the other hand, whenever employees were brought up on charges by the union, the companies would promote them, thus taking them out of the union's jurisdiction and making them therefore no longer subject to union control. These

actions were always defended as being the companies' right to promote any employees to supervisory positions regardless of seniority. Although this right may belong to the companies, it should not be used to discriminate against the unions.

If this clause is to be included:

1. Shall a definition of the foremen's job be included?
2. Shall the number of foremen in the company be limited?
   a. Ratio to total employees?
   b. Fixed number?
   c. Shall the number vary by the levels of supervision?
      (1) General foremen?
      (2) Foremen?
      (3) Assistant or subforemen?
      (4) Group leaders or lead men?
3. Shall the foremen be permitted to perform the regular work performed by the employees?
   a. Unrestricted?
   b. Forbidden?
   c. Limited to:
      (1) Instructional purposes?
      (2) Emergencies?
      (3) Special work?
      (4) Experimental work?
      (5) Foremen who are members of the union?
4. What shall be the union status of the foremen?
   a. Not acceptable by the union or subject to union jurisdiction?
   b. Membership in the union permitted?
      (1) Without coverage or protection under the agreement?
      (2) With full union protection?
   c. Membership in the union required?
      (1) Without coverage or protection under the agreement?
      (2) With full union protection?
5. Shall foremen who are union members not be subject to union discipline for carrying out their regular duties?
6. What seniority rights shall foremen be given when downgraded to the ranks of employees?

a. If previously upgraded from ranks of employees? Downgraded within a specified probationary period as foremen?
b. If hired as foremen from outside the company?
c. Seniority from original date of hiring, including time spent as foremen?
d. Recovery of seniority frozen as of dates of promotion from ranks of employees to foremen positions?
e. Special seniority over all other employees?
f. No seniority credit for time spent as foremen or previously as employees?

7. What shall be the effect on the seniority rights of foremen who are downgraded into departments other than the ones they had previously been upgraded from?
8. What provisions shall be made for promotions to foremen jobs from the ranks of the employees?
   a. Seniority shall govern?
   b. Merit and abilities as determined by the company shall govern?
   c. Company to select from among candidates recommended by the union?
   d. Union to be notified prior to promotions of employees?
      (1) For approval of promotion?
      (2) For notice of promotion?
      (3) Reasons for promotion?
   e. Members of the union committee or union officials shall not be promoted without prior approval of the union?
   f. No employees shall be promoted until they have paid the union all outstanding monies due?
   g. No employees shall be promoted if they are being brought up on charges of not being members in good standing of the union?
9. Shall the union have the right to appeal any promotion to a supervisory position?

F. Bulletin Boards

The question of the use of bulletin boards by employees is occasionally incorporated as a clause in the agreement. The union's use of the bulletin board may either be included as part of the union recognition clause or it may be included separately in this

If this clause is to be included:

1. What types of notices shall be permitted to be placed on the bulletin boards?
   a. Letters or cards from employees?
      (1) In the services?
      (2) On vacation?
   b. Acknowledgments?
      (1) Receipt of gifts?
      (2) Of condolences?
      (3) Of congratulations?
   c. Employee activities?
      (1) Forthcoming dates?
      (2) Results or achievements?
   d. Union notices?
      (1) Recreational and social affairs?
      (2) Union elections and election results?
      (3) Union meetings?
      (4) Joint company-union material or information?
2. Shall the company require in advance of posting:
   a. Copy of notice?
   b. Company approval?
3. Shall the notices be required to conform to certain physical specifications?
   a. Typewritten?
   b. Size and color of paper?
   c. Maximum number at any one time?
4. Shall a maximum time limit be established during which any notice may remain posted?
5. Shall the size of the bulletin boards be specified?
6. Who shall be permitted to place material on the bulletin boards?
   a. Company representative?
   b. Employees?
      (1) Designated individuals?
      (2) Anyone?
   c. Union representative?
   d. Combination of a, b, or c?
7. Who shall be responsible for maintenance of boards?
   a. Repair and cleanliness?
   b. Arrangement of material and notices?

8. Shall one or more bulletin boards be designated for the use of the employees and the union?
   a. How many?
   b. Exclusive use?
   c. Joint use by company and union?
   d. Definite locations established?

G. Contracting Work Out

In many companies part of the work is given out to other companies to work on. This may be called *subcontracting* or *contracting work out.* Unions are particularly concerned with this practice because of the effect it might have on the employment of their members. Many of them bargain for certain restrictions or limitations on this practice as a protective measure. Most companies feel that this is a right inherent in the company and that, so long as the company does not use it to discriminate against the union or its members, there can be no objections. They believe that a company is the only one to decide whether or not it is necessary to contract work out to other companies. To offset this argument, many unions claim that they are only interested in assuring their membership that the work is to be done under conditions similar to or more favorable than those existing in their own companies. Thus they request inclusion in this clause of specific requirements that must be met by the contractors who will perform the work.

If this clause is to be included:

1. Shall the company have the sole right to decide whether or not to contract for other companies to perform some of its work?
2. Shall prior approval from the union be required before the company can contract work out?
3. What restrictions shall be established on the practice of contracting work out?
   a. Prohibited entirely?
   b. Given only to union plant?
      (1) Same union?
      (2) Other locals of same union?
      (3) Different unions?
      (4) Rival unions?
   c. Prohibited during periods when there is unemployment?

(1) In the company?
(2) In the union?

d. Prohibited if lay-offs will result from lack of sufficient work in the company?
e. Limited to certain types of work only?
f. Prohibited in:
(1) Homes?
(2) Prisons?

4. Shall requirements be established for contractors to whom work can be given out?
a. Required to register with the union?
b. Guarantee employees' wages?
(1) Union scale?
(2) Minimum wage?
c. Maintain union standards of employment?
d. Employ a minimum number of employees?

CHAPTER TWELVE

SENIORITY

THE seniority section of the labor agreement is usually limited to provisions for the operation of seniority, how it is determined, and the use of it in matters of lay-offs and rehires. Its importance cannot be underestimated, because it deals with the job-security factors that are considered vital for good employee relations. Unions and employees are interested in the agreement providing for proper job security through well-defined seniority rules and lay-off and rehiring procedures.

A. Seniority

The seniority clause is the most complicated and complex clause in the entire agreement. It has many ramifications, each of which is subject to different viewpoints. The difficulty of developing a satisfactory seniority clause is found when the parties have to put into operation the points they had agreed upon. In order to be fair to both the union and the company, each situation frequently requires a separate solution. This is extremely difficult, although not impossible if both parties are willing to coöperate.

Seniority is a priority or right that employees gain over other employees by virtue of their length of service, their capabilities or merit, their marital status, and any other factors agreed upon between the company and the union. Length of service is the main factor considered in most agreements, but it is not uncommon for the other factors also to be included as determinates of seniority. These factors may merely modify length of service or they may be equally as important in the final determination of an employee's seniority.

If the parties agree upon straight seniority, the employee with

the longest service record in the company is given the top seniority ranking. Then the company may suffer when a lay-off is to be made. This would result from a situation in which employees with the necessary qualifications for a particular type of work would have to be laid off because they had less service than unqualified or less qualified individuals. The union might also suffer because the laid-off employees might feel that it was unfair that the unqualified or less qualified employees were retained. In all fairness to both the union and the company, no matter what seniority clause they agree upon, there will always be some discontented employees who protest the provisions and operation of the clause.

Employees may acquire seniority in the company or in some subdivision of the company. This point is important, particularly in the actual operation of the seniority clause. In many cases, there may be more than one type of seniority existing in the same company. For example, an employee may have departmental seniority and, if he does not have a sufficiently high seniority to avoid a lay-off, he may acquire plant-wide seniority, which will permit him to displace another employee with less seniority. Although this tends to increase the job security of the employees with greater seniority, it usually also tends to confuse operations and to make it difficult to exercise proper control and obtain required production.

Another provision in the seniority clause that is important concerns the application of seniority in actual operations. Although commonly applied to lay-offs and rehires, seniority may also be used for transfers, promotions, special privileges, and so on. These applications must be carefully considered by the company because they tend to limit the company's authority to act in such matters. From the union standpoint, the greater application, the more definite the security rights of the employees. With an increase in security by employees on a larger number of possible occurrences, there is also a decline in the incentive for the employees to do better work or to use their initiative. This is particularly true when length of service is the main or only factor in determining seniority.

The probationary period's effect upon seniority is another complex provision. In addition to deciding when seniority is effective when new employees are hired, there is also the problem of what to do with seniority when employees are placed on probation in new jobs, departments, or seniority units. This is further complicated by the difference between compulsory and voluntary trans-

fers. Many of the difficulties in transfer probationary periods in seniority can be eliminated by having only one type of seniority—plant-wide. Under this type of seniority, it does not make any difference as to the jobs employees have or the departments they work in; all seniority is figured the same. When this is not the practice, transfers may cause the union and the company to decide, and include in the agreement, whether the employees take their seniority with them, have it frozen or accumulate in their old seniority unit, or start their seniority anew.

The accumulation of seniority while not working for various reasons is another provision that requires consideration. A question always arises as to whether employees on leaves of absence or temporarily laid off shall be permitted to have their seniority accumulate or to be frozen as of the dates they left. It has been argued that employees who remain at work should receive priority or rights over those who do not work for any reason. On the other hand, if seniority is frozen, there is an increase in the clerical work required to maintain adequate seniority records and lists.

There are usually a number of reasons established that cause employees to lose their seniority. These vary with the thoughts of the different negotiators but commonly follow a similar pattern. Most of these seniority-losing clauses are those that result in the termination of employees from the company's payroll. They include voluntary as well as compulsory terminations.

Recently there has been much discussion about special seniority rights, otherwise known as "super-seniority." This implies seniority above the ordinary seniority. It is usually provided for special groups of employees, such as veterans, union officials, and supervisors or foremen. Not only must consideration be given to the groups to receive this special seniority, but there is the question of which group has the priority over the others in this bracket.

Another group that may be accorded special treatment are the part-time employees. Considerations must be given to their position under this clause. Usually, because they are considered as extras and not as regular employees, they receive no protection, although they might be given their own seniority to apply among the part-time group.

Seniority has little value unless there is a list ranking the employees in accordance with the provisions of this clause. Unions are vitally interested in the company's maintaining an up-to-date copy of this list and frequently request one or more for their own

use. In some agreements, provision is made to post these lists and to revise them whenever necessary. Revisions would be more frequent when length of service was only one of a number of factors determining seniority. Changes would be required whenever the other factors were reconsidered.

Because of the varied provisions of this clause and the many opportunities for disagreements in application, provision should be made for appeals of company decisions on seniority. Any problems dealing with the seniority of employees should be considered.

If this clause is to be included:

1. What factors shall be considered in determining employees' seniority?
   a. Length of service?
   b. Merit or efficiency?
   c. Marital or family status?
   d. Abilities?
      (1) Physical?
      (2) Mental?
      (3) Experience?
2. What relative weight shall be given to each of the factors?
3. What type or types of seniority shall prevail?
   a. Occupational?
   b. Departmental?
   c. Plant-wide?
   d. Company-wide?
   e. Industry-wide?
   f. Shift?
   g. Male and female?
4. For what purposes shall seniority be used in the company?
   a. Lay-offs?
   b. Rehires?
   c. Transfers?
   d. Promotions?
   e. Demotions or downgradings?
   f. Increases?
   g. Special privileges?
      (1) Choice of shifts?
      (2) Selection of jobs?
      (3) Selection of hours of work?
      (4) Time off?
      (5) Selection of vacation dates?

5. Shall employees receive seniority when hired?
   a. After satisfactorily completing probationary period?
      (1) Retroactive to hiring date?
      (2) Effective as of the date of completing probationary period?
6. How shall seniority be computed when employees are transferred?
   a. Within same seniority unit?
   b. From one seniority unit to another?
      (1) Carry seniority into new unit?
      (2) Retain seniority in old unit but start new seniority credit in new unit?
         (a) Seniority in old unit continues to accumulate?
         (b) Seniority in old unit is frozen as of transfer date?
      (3) After satisfactorily completing probationary period, seniority in old unit is lost and new seniority started?
      (4) Partial credit toward seniority in the new unit given on the basis of seniority in the old unit?
      (5) Seniority in the new unit started as of transfer date, but plant-wide seniority retained in case of lay-offs in new unit?
   c. What variations shall be made if the transfers are voluntary rather than compulsory?
7. Shall employees be allowed to accumulate seniority during periods when they are not working?
   a. Lay-off periods?
   b. Seasonal slack periods?
   c. Leaves of absence?
      (1) Personal illness or injury?
      (2) Family illness or difficulties?
      (3) Death in family?
      (4) Maternity?
      (5) Union business?
      (6) Civic duties?
         (a) Jury duty?
         (b) Public office?
         (c) Court trial?
         (d) State or National Guard duty?
      (7) Military service?

d. For periods not exceeding a given time limit?
e. If they do not return to work when requested or when their leaves expire?
f. When all employees are not working during the same period?
g. When most employees continue to work during the same period?
h. Shall employees' seniority be frozen until returning?
(1) Seniority credit retroactive to include unworked period?
(2) Seniority credit to continue only from that existing at the time of leaving? Partial credit for time unworked?

8. What shall be the reasons that will cause employees to lose their seniority?
a. Discharge?
b. Resignation?
c. Lay-offs exceeding a given period of time?
d. Failure to return to work?
(1) At expiration of leave of absence?
(2) After notification of rehire from lay-off?
(3) At expiration of vacation?
e. Taking another job while on leave of absence?
f. Failure to report to work after a specified period of time without notification to the company?
g. Violation of provisions of the labor agreement?
h. Violation of company rules and regulations?

9. What seniority shall be given to rehired employees who had lost their seniority?
a. Shall the cause for the loss of seniority be considered?
b. Shall the time not employed affect the seniority given?
c. No seniority credit?
d. Seniority credit as of date of termination or last day worked?
e. Seniority accumulated to date of re-employment, including period unworked?
f. Shall the rehired employees be required first to serve a probationary period similar to the new employees?

10. What groups of employees shall receive special seniority rights over all other employees?
a. Supervisory employees?

(1) When upgraded from ranks of employees in the bargaining unit?
(2) When hired from outside the company as supervisors?
(3) When temporarily downgraded?
(4) How shall their rank-and-file seniority be computed when they are downgraded?
(a) Accumulate from dates hired into company?
(b) Frozen as of date upgraded to supervisory levels?
(c) Seniority starts anew when permanently downgraded?
(d) Special seniority credit?

b. Union stewards and officials?
(1) Number to receive these rights?
(2) Seniority units to be covered?
(a) Stewards on departmental basis?
(b) Officials on plant-wide basis?

c. Special employees?
(1) Those receiving special training?
(2) Those possessing special skills?
(3) Number or percentage allowed to receive these rights?

d. Percentage or number of employees?
(1) Applicable to total number of employees?
(2) Applicable to number of employees under consideration for a particular use of seniority?
(a) Lay-off?
(b) Rehire?
(c) Promotion?
(d) Increases?
(3) Applicable to specific group of employees?
(a) Occupation?
(b) Department?
(c) Plant?

e. Handicapped employees?
(1) On their particular work only?
(2) On any work in the company?

f. World War II veterans?
(1) Ex-employees?
(a) Period of time special rights are effective?

(2) New employees?
(a) No seniority credit for time in military service?
(b) Seniority credit for time in military service?
(1) After probationary period?
(2) When hired?
(3) Disabled veterans?
(a) Regular veterans' seniority rights?
(b) Handicapped employees' rights?
(c) Extra seniority rights?
(1) Longer period of time special rights are effective?
(2) Jobs to be created to fit the individual?

g. What shall be the relationship between the various groups receiving special seniority rights?

11. Shall the company have the right to disregard seniority during emergency or temporary periods?
a. Maximum time limit established?
b. Notification to be given to union of reasons?
12. Shall part-time employees be entitled to seniority?
a. As a separate unit?
b. Subordinate to all full-time employees?
c. As full-time employees?
13. Shall provision be made for the compilation of seniority lists?
a. By the company?
b. By the company and the union?
c. Shall they be posted?
(1) Bulletin boards?
(2) Employment office?
(3) Union office?
d. Shall the union be given copies of the lists?
(1) How many copies?
(2) When revised?
(3) At their request?
e. How frequently shall the lists be revised?
(1) Definite intervals?
(2) Prior to use?
(3) Perpetual revisions?
f. Shall the lists be available for reference purposes?
(1) To all employees?
(2) To union officials and stewards only?

14. Shall the union be permitted to appeal any company decision on seniority?
    a. What step or level shall be applicable?
    b. Within what time limit?

B. Lay-Off

Closely allied to the seniority clause is the clause on lay-offs. Frequently lay-offs are considered as part of seniority because the latter is used to a great extent to determine the order in which employees are to be laid off. Many other factors besides seniority must be considered in setting up a proper lay-off clause, particularly in the prior requirements before lay-offs are made.

Many agreements establish certain actions that must be taken by the company and the union before lay-offs. These include elimination of overtime and reduction of the number of hours of work. In some cases, the seniority factor enters into the lay-off determination as part of the reduction of hours. For example, when hours are reduced to a certain number, no further reductions are permitted until employees with less than a specified length of service are laid off. This may take the form of a series of steps including reduction of hours, then lay-offs if there still is insufficient work available to keep all employees operating on the reduced schedule.

Frequently provision is made for downgrading or transferring employees with high seniority where there is little work available for them on their particular jobs. This may take the form of "bumping," which means that an employee with greater seniority can replace an employee having less seniority. This displaced employee could do the same if an employee with lower seniority rights than he had was still employed. The lowest-ranked employee would eventually be without a job and then the company could make the lay-off. Such a practice creates a tremendous amount of confusion in a company unless properly controlled and restricted. In other words, it can be used as a means of downgrading before lay-offs only within a department or within the ordinary lines of promotion. This would eliminate the necessity of employees' roaming the plant looking for jobs they like and then trying to find out whether or not they had greater seniority than those holding the jobs. In some actual experiences, jobs were held by numerous employees, all for a short period of time, merely because bumping was not properly regulated. Little or no production at tremendous

cost is the only result of this practice when it is not controlled. Better control could be achieved if the company operated the bumping practice and assigned employees to other jobs in accordance with their seniority and abilities. This action could be appealed by the union if the employees felt that there was discrimination or any unfair actions taken. However, in general, this method of handling "bumping" could achieve the results desired yet still be in accord with the principles of good management.

Just as with seniority, lay-offs may be determined by a number of factors, each with varied or equal weight. These factors include length of service, merit or efficiency, family status, physical ability, and operational needs. In a few instances, the hiring dates of employees affect the weight of this factor and also the prior requirements before a lay-off. In other cases, during emergencies or when the lay-offs are to be of short duration, these factors may be entirely disregarded or at least greatly modified.

Another provision that is usually included is notice of the lay-off. The points considered here are similar to those provided for in the discharge clause, although there is greater union demand for notice of discharge than of lay-offs. The re-employment of laid-off employees may be simple or complex, depending upon the factors the parties wish to include. They may merely reverse the lay-off procedure or they may set up an entirely different procedure.

The final provision deals with appeals from lay-offs. This not only involves the application of the grievance procedure, but also what action is to be taken while the appeal is being made. Such action may include maintaining the *status quo* or continuing the lay-off with a reinstatement provision.

A lay-off pay allowance similar to severance or dismissal pay is a new provision that is being introduced in negotiations. This was a wartime proposal that was based on the theory that employees laid off because of reconversion or cutbacks of war orders probably would not be re-employed by the company. This pay really takes the form of severance pay without the loss of seniority rights that would come with a dismissal. It will be continued as a union bargaining point, particularly in seasonal industries. Unions may find it a valuable substitute for annual wages or guaranteed employment, either or both of which will be difficult to obtain. This type of allowance is a form of unemployment compensation.

Some lay-off clauses also include a provision restricting employment during lay-off periods or before all laid-off employees have

been rehired. These may provide a ban on all employment or on employment for specific jobs.

If this clause is to be included:

1. What requirements shall be met before employees shall be laid off?
   a. Elimination of overtime?
   b. Reduction of number of hours of work?
      (1) How many hours per week?
      (2) Minimum below which no further reductions shall be made?
   c. Downgrading and transferring of employees with greater seniority?
   d. No new employment?
      (1) Throughout plant?
      (2) For seniority unit in which lay-off is to take place?
      (3) For bargaining unit?
      (4) Where vacancies can be filled by transfers or changes from among present employees?
   e. Discharge of all probationary employees?
2. Shall second and third shifts be disbanded before number of hours of work on first shift is reduced?
3. Shall employees with less than a specified amount of service be laid off before the number of hours of work is reduced beyond a given number?
   a. Shall different standards be established before the number of hours is further reduced?
4. What factors shall be considered in determining which employees are to be laid off and recalled to work first?
   a. Seniority ranking?
   b. Length of service?
   c. Merit or efficiency?
   d. Family status?
   e. Abilities?
      (1) Physical?
      (2) Mental?
      (3) Experience?
   f. Operational needs?
   g. Relative weight of each factor?
5. Shall the factors be modified according to whether employees are hired before or after specified dates?

6. Shall the company have the right to disregard all factors other than operational needs?
   a. In emergencies?
   b. In temporary lay-offs?
      (1) Of less than a specified duration?
7. Shall the company be required to furnish notice of lay-offs?
   a. To whom shall it be given?
      (1) Employees?
      (2) Union?
      (3) Both?
   b. When shall the notice be given?
      (1) At least a minimum period in advance of the lay-off?
      (2) At the time of the lay-off?
      (3) Within a specified period after the lay-off?
   c. In what form shall the notice be?
      (1) Oral?
      (2) Written?
8. Shall laid-off employees be given lay-off pay?
   a. What eligibility requirements shall be established?
      (1) Length of service?
      (2) Probable length of time to be laid off?
      (3) Reason for lay-off?
   b. What shall be the amount of this pay?
      (1) Fixed number of hours, days, or weeks per year of service?
      (2) Pro-rata amount for less than yearly periods?
      (3) Specified sum?
      (4) Shall a minimum be set?
      (5) Shall a maximum be set?
   c. Shall this pay include any sick pay or vacation pay otherwise due to the employees?
9. What effect shall giving or not giving advance notice have on the payment of lay-off pay?
10. What effect shall the offer of another job have on the payment of lay-off pay?
    a. If in another department?
    b. If in a lower classification?
    c. If job is refused?
11. What provisions shall be made for coverage of employees, during periods of lay-off, in the benefit plans existing in the company?

a. Premiums paid by the company?
   (1) Employees deposit sums of money to cover their share of the costs for the lay-off period?
   (2) Money advanced by the company to be deducted from pay of employees when they return to work?
b. Coverage continued at no cost to employees during lay-off period?
c. Coverage discontinued during lay-off period?
   (1) Renewable when employees return to work?
   (2) Renewable at next negotiation period?
   (3) Prior coverage credit regained when coverage is renewed?

12. How shall laid-off employees be recalled to work or rehired?
    a. Reverse order of lay-off?
    b. In accordance with factors listed under "4"?
    c. Notice from the company?
       (1) To employees?
       (2) To union?
       (3) To both?
       (4) By telephone?
       (5) By telegram?
       (6) By registered or regular mail?
       (7) By messenger?
       (8) By newspaper or radio announcement?
    d. On their former jobs or on like jobs?
13. Shall a time limit be established during which laid-off employees shall have the right of being recalled, but after which the company need not rehire them?
14. Shall laid-off employees be required to return to work within a specific period after being notified to report?
15. Shall company be prohibited from hiring new employees?
    a. Until rehire of all laid-off employees?
    b. For jobs which can be filled from ranks of laid-off employees?
16. Shall the employees, the union, or both have the right to appeal all lay-offs?
    a. Within what time limit must the appeal be made or introduced?
    b. Shall it be oral or written?
    c. At what level or step of the grievance procedure shall these appeals be applicable?

17. Shall employees be retained on their jobs or laid off when they have appealed lay-off decisions?
18. Shall laid-off employees be reinstated if their appeals are upheld?
    a. Without back pay?
    b. With back pay?
        (1) Actual wages lost?
        (2) Fixed amount?

CHAPTER THIRTEEN

DAY-TO-DAY RELATIONS

ALTHOUGH all labor agreements usually set forth the rules under which the parties are to deal with each other, there is generally one set of provisions governing their day-to-day relationships. This section of the agreement concerns itself with the possible changes that may take place during the life of the agreement and the manner in which these changes are to be handled or resolved. It covers such provisions as grievance handling, limitations on strikes and lockouts, company's competitors, and the procedure to be followed in the event the employer changes during the life of the agreement.

A. Grievances

From an employee-relations' standpoint, the clause on grievances is the most important part of the labor agreement. The provisions of this clause establish the procedures for handling everyday employee problems that arise in the company. They set the pattern for daily union-management negotiations on issues not specifically covered in the agreement. If this clause does not properly provide for the prompt settlement of these grievances, then the time and effort expended in the bargaining sessions will have been wasted.

The prime factor to be considered is the definition of a grievance. Some companies have sought to restrict the definition by narrowly defining what is meant by a grievance. Such action overlooks the main purpose of the grievance machinery, which is to provide an outlet for any and all feelings of dissatisfaction on the part of employees. Unless this is done, the company gives itself little opportunity to correct these dissatisfactions and thus to prevent poor

morale or bad employee relations. On the other hand, it must not be forgotten that a union might cause new issues to be raised continually unless grievances are limited to interpretations and applications of the agreement.

Another factor is the steps of the grievance procedure. Although there are basically three steps in the grievance procedure, in actual practice there exists a wide variation both as to the number of steps and the parties involved on each step. Normally the three steps are as follows:

1. Between supervisor and union steward.
2. Between executive or top management representative and union business representative.
3. Arbitration.

Additional steps, such as chief steward and head foreman or production superintendent, and union grievance committee and management committee, are placed between these three in some agreements, with each step involving a slightly higher authority on both sides. The size of the company and the complexity of its organization frequently determine the steps to be provided. Sometimes the complexity of the union organization or its desire to have as many representatives involved as possible increases the number of steps and changes the personnel involved.

The time schedule for the handling of grievances and the form the notices of the grievances are to take are other factors of lesser importance in this clause. The same is true of the union personnel involved in the settlement, either internal or external, as individuals or as a group. However, the pay status of these representatives creates an issue in many bargaining sessions. The problem involved is the question of payment for the time spent by these union delegates or officials while settling grievances or during negotiations. This varies in actual practice, although most companies do not deduct any pay when these employees lose time during their regular hours of work. Some companies provide for the payment of extra time for this purpose, occasionally with a maximum established per employee or for all union delegates. Some unions object to this practice and prefer to pay their representatives from the union treasury. They feel more independent when they do this, on the grounds that the company cannot legally control their time or have any comments to make on the things they wish to do during these grievance or negotiating sessions. On the other hand, many

unions feel that grievance handling is for the company's benefit and therefore should be paid for by it.

Arbitration is another feature of some grievance clauses that results in conflicting opinion. There are a number of negotiators from both unions and companies who believe that there is no logical need for arbitration. They are of the belief that, if both sides really intend to abide by the principles and intent of their agreement, they will not have any matters that should remain unsettled. In fact, because the parties at the negotiations know better than anyone else what is the intent behind each clause, they should be able to settle questions of interpretation between themselves. Some negotiators believe that, if no provision is made for arbitration, the parties may be more inclined to settle matters or differences between themselves. The mere presence or existence of a third party to decide disputed issues gives either or both parties the opportunity not to settle, hoping that they can do better with the arbitrator. This abuse of the arbitration provision is similar to the philosophy that was used by parties taking cases to the National War Labor Board—"What have we got to lose by giving it to a third party for a decision?"

There are some negotiators who feel that arbitration will solve all the difficulties that are now encountered in employee relations. The presence of a third party to decide disputes possibly in a manner disadvantageous to either the union or the company will make either one or both extremely careful of what becomes a dispute. They will tend to settle those issues on which they do not have good grounds for argument. This would limit arbitration to only those matters in which there is an honest difference of opinion.

To prevent abuses of the authority of the arbitrator, many parties agree to limit him. These limitations vary with the thoughts and experiences of the negotiators. Usually the arbitrator is limited in the type of issues he can handle and the type of decision he can render. In the latter case, he may not be permitted to alter the labor agreement.

If this clause is to be included:

1. Shall grievances be defined?
   a. All-inclusive coverage—any employee dissatisfaction?
   b. Limited to:
      (1) Interpretation and operation of any provision of agreement?
      (2) Wage matters previously agreed upon?

2. What shall be the steps to be followed in the grievance procedure?
   a. How many?
   b. Parties involved on each step or level?
      (1) Employee and foreman, with or without steward?
      (2) Shop steward and plant superintendent, personnel man, or both?
      (3) Business representative of union and management representative?
      (4) Union executive and company executive?
      (5) Arbitration?
3. How much time shall be allowed for?
   a. On each step or level for a decision to be made?
   b. Between each step or level?
4. Shall a grievance be considered settled if not presented to next higher step or level within an established time limit?
5. Shall grievances be presented in written form?
   a. Special form?
   b. Number of copies to be made?
   c. Presented:
      (1) At which step or level in the grievance procedure?
      (2) By whom?
      (3) To whom?
   d. What information shall be included?
      (1) Nature of grievance?
      (2) Name of aggrieved employee?
      (3) Company identification number of employee?
      (4) Department employed in?
      (5) Decision reached on each step or level of the procedure?
      (6) Final disposition?
6. What union representatives shall have the right to investigate and to assist in the settlement of employee grievances? At what steps or levels of the procedures?
7. Shall a joint committee be established for settling grievances that cannot be settled on the first or second step or level of the grievance procedure?
   a. How shall its membership be divided?
   b. How shall decisions be made?
      (1) By majority vote?
      (2) By unanimous vote?
      (3) By company?

c. How frequently shall meetings be held?
   (1) Particular day of the week?
   (2) Special starting time?
   (3) Predetermined duration?
d. Shall advance notice be given by the union and the company of the grievances that will be discussed?
e. Shall all other matters be barred from discussion at the meetings?

8. How shall union representatives be paid for the time spent handling grievances?
   a. Company payment?
      (1) Fixed amount per day or per pay period?
      (2) Straight-time base pay?
      (3) Average hourly rate for actual time spent?
      (4) Special rate for actual time spent?
      (5) Shall a provision for the maximum payment or number of hours of pay be established?
      (6) Shall the company have the privilege of withdrawing from this provision if the union representatives spend unnecessary time handling grievances?
   b. Union payment?
9. Shall the payment of union representatives apply:
   a. For grievance handling during working hours?
   b. For grievance handling after working hours?
   c. For grievance handling on specified steps or levels of the grievance procedure?
   d. Grievance or negotiating meetings called by the company?
10. Shall provision be made to prevent union representatives from abusing the privilege of handling grievances?
   a. Spending excessive time on grievances?
   b. Interfering with production operations or with other employees while they are working?
   c. Limiting number of union representatives that shall participate in any one grievance handling?
11. Shall union representatives handling grievances be required to obtain prior approval of their supervisors before leaving their work or their departments?
12. Shall union representatives be required to obtain prior approval of the head of a department in which they wish to investigate or settle any grievances?

13. If arbitration shall be a part of the grievance procedure, how many arbitrators shall there be?
    a. Individual?
    b. Panel?
        (1) Composed entirely of impartial outsiders?
        (2) Composed of an equal number of company and union representatives as well as impartial outsiders?
14. How shall the arbitrators be selected?
    a. Named in the agreement?
    b. Joint selection?
        (1) By company and union?
        (2) By company's and union's representatives on the arbitration panel?
        (3) By a preselected third party, if the company and the union cannot agree on joint selection?
    c. Impartial group to furnish arbitrators?
        (1) American Arbitration Association?
        (2) United States Conciliation Service?
        (3) State mediation boards, labor boards, or departments of labor?
        (4) Federal, State, or municipal court?
15. Shall the issues to be arbitrated be set forth in writing by both parties before the arbitration takes place?
16. Shall limitations be placed on the authority of the arbitrators?
    a. Unsettled grievances?
    b. Interpretations of the agreement?
    c. Retroactivity?
        (1) Date grievance presented?
        (2) Date presented to arbitration?
        (3) Specified maximum period?
    d. Alterations of the terms of the agreement prohibited?
    e. Confined to stipulated issues?
17. Shall a time limit be established during which the arbitrators must render these decisions?
18. Shall provision be made for the parties to accept the decisions of the arbitrators as final?
    a. Voluntarily?
    b. Compulsory?
19. What penalties shall be provided in case either party fails to abide by the decisions of the arbitrators?

a. Termination of agreement?
b. Release from no-strike or no-lockout pledge?
c. Obtain court order for compliance?
d. Forfeiture of bond posted for this purpose?
e. Reimbursement to other party for any losses sustained?
f. Withdrawal of special benefits or privileges?

20. How shall the arbitrators be paid?
    a. Fixed sum per case?
    b. Fixed sum per hour?
    c. Annual salary?
21. Who shall pay the arbitrators' fees?
    a. Company?
    b. Union?
    c. Both parties?
        (1) Equally?
        (2) Agreed-upon proportion?

B. Strikes and Lockouts

Unions have generally relied upon their power to strike or restrict production as one of their major weapons in fights against companies. On the other hand, many companies have felt that they had a weapon—their power to lock up or close down their plants—to use against unions and employees. Both the strike and the lockout are disliked by the parties they are used against; therefore, when the union and the company negotiate a labor agreement, they both wish to eliminate or restrict the right of the other in these matters. When the union has the right to reopen the wage question as part of the agreement, they usually desire to retain the right to strike even during the life of the agreement. They realize that without this right they would have less bargaining strength.

Where there is coöperation and mutual confidence between the parties, there is no difficulty in completely prohibiting all types of strikes and lockouts. But when this is not true, only limited prohibitions of these rights may be agreed upon. The most frequently included limitation is that of cancelling the ban if either party violates the agreement or any of its provisions.

The War Labor Disputes Act, commonly known as the Connally-Smith Act, set up rules which unions or employees had to comply with before they could strike against a company. The provisions of this act could be included as part of this clause if strikes are only limited but not banned entirely. The act also set up penalties that

could be assessed against those employees, their officials, and their union, who had caused a strike without complying with the established rules. A number of companies and one group of non-striking employees took advantage of this penalty provision and filed suits for damages against the unions involved.[1] In one of the cases, the union was held responsible for a violation of the law and an out-of-court settlement of the damages was agreed upon between the parties.

There are other provisions that the parties can agree upon as penalties for violations of this clause by either one. This may take the form of the forfeiture of a bond posted for the purpose or the reimbursement of the injured party, through any one of many methods, for damages sustained. The termination of the agreement because of the violation of this clause might not be of any great value because it would tend to aggravate the situation rather than help to correct it.

In some industries it is necessary to make provision for the maintenance of special equipment in case of strikes. This factor has been recognized in numerous agreements when the problem is present. Unions are usually not desirous of making it difficult for the company to resume operations. They want the company to suffer because of the strike but only by loss of business income through lack of production. The refusal of a union to provide for the proper maintenance of the special equipment in some companies may result in their being out of work even when they end their strikes. This special equipment might be furnaces of various kinds or continuous-process equipment that must be kept in operation; otherwise there will be a delay in starting up production while this equipment is prepared or overhauled to permit manufacturing to start.

In most instances, similar provision must be made for the protection of the plant and its equipment from both strikers and non-employees. This may require that the guards be permitted to continue their duties even though the remainder of the employees go on strike.

If this clause is to be included:

1. Shall all types of strikes and lockouts be prohibited?
2. Shall strikes be limited to those which are approved by a

[1] *Business Week,* April 19, 1945, page 32; April 28, 1945, page 86; June 2, 1945, page 111.

vote of the membership of the union? Specified percentage of all members of the union?

3. Shall strikes voted by the membership be required to be delayed a given period of time?
4. Shall the union be required to give the company notice of impending strikes?
   a. Verbally or in writing?
   b. How much time before the strike?
5. Shall the union agree to abide by all governmental regulations covering strikes?
6. Shall the ban on strikes and lockouts be cancelled?
   a. Upon failure of the parties properly to adjust any grievances?
   b. Upon failure of either party to agree to arbitration or to comply with arbitration awards?
   c. Upon violation by either party of any clause in the agreement?
   d. Upon the reopening of wage negotiations under the provisions of the agreement?
7. Shall the union be permitted to conduct sympathetic strikes?
   a. When a strike exists:
      (1) In same industry?
      (2) In competing firms?
      (3) In union district council?
   b. When the employees are required to handle or work on non-union-made materials, parts, or products?
8. Shall the employees be required to pass a picket line?
   a. Other union in same company?
   b. Other union in another company?
   c. Same union in another company?
9. Shall the union be permitted to conduct a strike when there is a jurisdictional dispute?
   a. Between union and another union over representation in the company?
   b. Between union and another union over organization in another company?
10. What actions of the employees shall constitute a strike?
   a. Sit-down?
   b. Work stoppage?

c. Slow-down?
d. Mass absenteeism?
e. Mass restriction of production or quality?

11. What actions of the company shall constitute a lockout?
    a. Refusal to permit employees to enter the plant when work is available for them?
    b. Deliberate withholding of materials, parts, or products to cause a shortage of work for employees?
    c. Closing down plant without prior notice to union or employees?
12. Shall the union be required or pledged to maintain certain special equipment during periods of strikes? Shall this equipment be enumerated?
13. Shall the plant protection or guard force be prohibited from participating in any strikes of employees?
14. Shall the union pledge itself against violence or damage of company property or equipment by its members during strikes?
15. Shall the company pledge not to use violence against strikers?
16. In the event it conducts a strike, shall the union pledge to permit non-union members and other employees, supervisors, and executives of the company free access to and from the company premises?
17. Shall the union pledge no acts of violence, coercion, or intimidation of non-union members who report to work during a strike?
18. What penalties shall be provided for in case of violation of this clause?
    a. Termination of the agreement?
    b. Forfeiture of bond posted for this purpose?
    c. Discharge or discipline of strikers or strike leaders?
        (1) By company?
        (2) By union?
        (3) By both?
    d. Loss of seniority of strikers or strike leaders?
    e. Reinstatement with back pay for locked-out employees?
        (1) Actual wages lost?
        (2) Actual wages minus any wages earned during period of lockout?

f. Withdrawal of certain benefits for employees and union?
   (1) Elimination of check-off?
   (2) Cancellation of benefit plans?
   (3) Cancellation of company's activities program?
g. Reimbursement of company for losses?
   (1) Through bond forfeiture?
   (2) Withholding of union dues checked off?
   (3) Filing of court suit?

C. Amendments

In order to make agreements flexible to meet changing conditions, the parties usually agree upon a clause dealing with amendments. This clause gives the "when" and the "how" of making changes in the agreement. It is vital to the successful relationships of the company and the union that provision for amendments be made. In actual operation, the grievance procedure is one of the methods by which amendments are put into operation. However, it is necessary that the parties agree first to the principle that amendments can be made and then to the procedure for making them. Although few negotiators from either side object to the inclusion of this clause, there are many different points that can be and are included.

If this clause is to be included:

1. Shall amendments to the agreement be permitted?
   a. During the life or term of the agreement?
   b. At the end of the agreement period?
2. Shall the consent of both parties be required for amendments to be considered during the life of the agreement?
3. Shall either party have the right to request the other to negotiate any amendments?
4. Shall amendments be prohibited except as part of renewal negotiations?
5. Shall the parties be required to give each other notice of desire to amend the agreement?
   a. Orally or in writing?
   b. How much time prior to meeting date?
6. Shall amendments be considered only when any of the following changes occur?
   a. Changes in state or federal laws or regulations?

b. Changes in prevailing practices?
   (1) In area?
   (2) In industry?
c. Changes in business conditions?
   (1) Of company?
   (2) Of industry?
   (3) Of country?
d. Changes in products manufactured by the company?
e. Changes in direct ownership?

7. Shall the amendments be limited?
   a. To clauses affected by the changes?
   b. To wage provisions?
   c. To non-wage provisions?
   d. To specific clauses?
8. What procedure shall be established when the parties are unable to agree on the amendments?
   a. Submitted to arbitration?
      (1) Decision accepted voluntarily?
      (2) Decision binding on both parties?
   b. Agreement continues unchanged?
      (1) For balance of life of the agreement?
      (2) For another period of time?
      (3) Temporarily during negotiations on amendments?

D. Unionization of Competitors

When a company is among the first in the industry to be organized in a particular area, they are usually anxious to have their competitors unionized. In order to accomplish this or to insure that an attempt will be made, the company may request the union to agree to organize the employees of its competitors. Not only may the company be interested in having its competition unionized, but it may also desire that these companies receive the same or less favorable terms than those set forth in its agreement. Unions find this clause, when broached by the company, an excellent trading point with which to secure acceptance of points desired by them.

If this clause is to be included:

1. Shall the union pledge itself to attempt to organize the other companies in the industry? Shall the company be required to furnish the union with a list of these companies?

2. Shall the union pledge itself to sign agreements with the company's competitors on the same or less favorable terms or conditions?
3. Shall the clauses in the agreement be modified if the union agrees to more favorable clauses in the agreements it makes with the company's competitors?

E. Change of Employer

In a number of instances, particularly when it is known that the company might change ownership, the unions will insist upon the inclusion in the agreement of a clause dealing with any change of employer. This is done to insure the recognition of the union by the new ownership and usually to continue the operation of the existing agreement.

If this clause is to be included:

1. Shall the agreement be made binding on the successors or assigns of the company?
2. Shall the company be required to notify the union prior to the completion of the change of employees? What time limit shall be established?
3. Shall the company agree to urge its successor to preserve the existence of the agreement and to recognize the union?

CHAPTER FOURTEEN

FORMAL PROVISIONS

THE labor agreement, although largely based upon good faith, nevertheless has certain clauses that are the legal formality provisions. These clauses are similar to those which serve as the introduction and the conclusion of a legal agreement. They cover the preamble and purpose of the agreement, the life or duration of the agreement, and the signatures binding the parties to carry out the principles and intent of the agreement.

A. Preamble and Purpose of the Agreement

The preamble and purpose clauses are the introductory portion of the agreement. They usually include a statement of the intent or aims of the parties. The two sections may be separated in the agreement, with the preamble being a mere statement similar to the following: "As of the ------ (date), this agreement was entered into by the company and the union." The purpose may then be the listing of the objectives of the parties to the agreement.

If this clause is to be included:

1. Shall general pledges of mutual good will and confidence be included?
2. What shall be the purposes and aims of the agreement?
   a. Establishing and maintaining good working conditions?
   b. Establishing and maintaining good industrial relations?
   c. Maintenance of efficiency and industrial peace?
   d. Improved industrial and economic relationship in the industry and among the employees?
   e. Peaceful adjustment of all disputes?
3. Shall reference be made to meeting the requirements of the various city, state, or federal laws and regulations?

4. What considerations shall be incorporated as an exchange to make the agreement binding?
   a. Financial?
   b. Mutual obligations?
   c. Clauses?

B. Life of the Agreement

All agreements are concluded at the expiration of a given period of time. Some make provision for the automatic renewal of the agreement if both parties are agreeable. There are also agreements that provide for an indefinite life that may be terminated under certain circumstances. Included in this clause on the life of the agreement can usually be found provision for the cancellation of the agreement. These are among the various phases of this clause that must be considered by the bargaining parties.

If this clause is to be included:

1. Shall the life of the agreement be a definite period of time?
2. Shall the agreement be automatically renewable for an additional period of time?
   a. Subject to advance notice by either party to amend or to terminate the agreement?
   b. When both parties agree to the continuation of the agreement?
3. Shall the life of the agreement be an indefinite period? Subject to advance notice by either party to amend or to terminate the agreement?
4. Shall the agreement be subject to cancellation?
   a. When either party violates any of the provisions or clauses?
   b. By either party upon advance notice?
      (1) After a given period of time?
      (2) How much time shall be necessary for the advance notice?
      (3) Shall the notice be oral or written?
      (4) Shall the reasons for cancellation be required as part of the notice?
5. Shall the agreement automatically be reconsidered?
   a. Annually?
   b. After a specified period?
   c. Provided neither party has given advance notice of the termination of the agreement?

C. Signatures of the Parties

The last phase of an agreement is another one of the formal sections. This contains the signatures of the authorized representatives of both the company and the union. These signatures serve legally to bind both parties to abide by the clauses in the agreement. Although this might not be considered necessary when the two parties are on a coöperative basis, it is nevertheless looked upon as desirable.

Usually the officers of the company and the officials of the union sign their names as legal representatives of their respective groups. In many instances, the entire union negotiating committee is requested to sign the final agreement. This is done primarily to lend greater weight to the union's signatures and also to make the committee feel that they had a definite part in the negotiations. This is actually a morale-building action.

In many companies, the signing of the agreement is made into a ceremony for morale-building value. Employees look upon the culmination of the negotiations—the signing of the agreement—as one of the most important parts of their accomplishment in unionization. They like to partake in the ceremonies that attend these signings as a memento of the occasion.

If this clause is to be included:

1. Who shall sign for the union?
   a. Negotiating committee?
   b. Union officials?
   c. International representative?
   d. Combination?
2. Who shall sign for the company?
   a. President or other top officer?
   b. Negotiating committee?
3. How many witnesses shall be present at the signing?
4. Shall the corporate seal be affixed to the agreement?
5. Shall the union seal be affixed to the agreement?
6. Shall the union be required to furnish the company with a notarized statement certifying that the individuals who signed the agreement were properly authorized by the union membership to represent them?

With the signing by the parties and the witnesses, the agreement is legally concluded and the parties must then put it into operation and make it work.

CHAPTER FIFTEEN

GLOSSARY OF TERMS

THERE are many terms commonly used during collective bargaining sessions. These may have different meanings for different negotiators, and in order to provide a common definition for the meaning of each of these terms, the following glossary has been included as part of this book. These definitions have been made as simple and non-technical as possible in order to permit complete understanding by all parties concerned.

Agency Shop: That union status agreed to by a company in which all employees in the bargaining unit must belong and pay dues to the bargaining agency, or pay a service charge to the union, but need not join the union.

Apprenticeship: The type of training used to prepare men to acquire a skill or craft requiring a number of years of preparation.

Arbitration: A means of settling a dispute between a company and a union or its employees by a third party issuing a decision after hearing both parties' versions of the merits of their viewpoints, and whose decision is final and binding.

Arbitrator: (See Impartial Chairman)

Area-wide Bargaining: Collective bargaining by representatives of companies, in a geographic area, and of their employees with the view of arriving at one mutually acceptable agreement to cover all the companies.

Bargaining Agency for Members Only: That union status agreed to by a company in which the union is the bargaining agent for its members only.

Bargaining Unit: Group of employees eligible to select a bargaining agent to represent them. Also, the group over which a union has jurisdiction for the purposes of collective bargaining.

Blacklist: Method used by anti-union companies to prevent the employment of individuals who were, or were suspected to be, union members or union agitators.

Blue-Sky Bargaining: Attitude of negotiators demanding provisions or benefits in the labor agreement that are unobtainable because of their unreasonableness.

Boycott: Concerted action by employees and their union to refrain from handling, purchasing, or working with the products of a particular company.

Bumping: Process by which an employee, whose job is discontinued, may take over the job of another employee with less seniority than his own. The displaced employee may, in turn, take over the job of some other employee with lower seniority, or is laid off.

Business Agent: Representative of a union usually responsible for conducting the affairs of a local or groups of locals.

Call-in Pay: Payment made to employees who report to work at the company's request at times other than their regular working hours.

Casual Labor: Individuals who are employed for short durations, usually each time by different employers.

Central Hiring Hall: Location used by unions to gather together their members for referral to jobs with companies with which they have closed-shop agreements. Used chiefly in casual and seasonal trades.

Certification: Recognition by the National or a State Labor Relations Board that a union has been duly selected by the employees as their exclusive bargaining agent with the company.

Check-off: Arrangement under which a company automatically makes deductions of monies due a union from the pay of each union member in its employ. This money is turned over to the union.

Clean-up Period: Time allowed employees at the end of the work day to remove the dirt and grime accumulated while they were on the job.

Closed Shop: That union status agreed to by a company in which union membership is required as a condition of initial and also of continued employment.

Collective Bargaining: The process by which representatives of a company and of its employees discuss and negotiate the various phases of their relationships with the view of arriving at a mutually acceptable labor agreement.

Company Union: Labor organization formed, financed, or dominated by the company in which the members are employed.

Company-wide Bargaining: Collective bargaining by representatives of a company and of its employees in all plants of the company with the view of arriving at one mutually acceptable agreement to cover all the plants.

Conciliation: Third-party attempt to reconcile the differences existing between a company and its employees and their union.

Cost of Living: Amount of money an individual must spend to maintain a given standard of living.

Craft Union: Labor organization, the membership of which is restricted to individuals possessing or working at a specific skill or trade, such as diemakers, carpenters, and electricians.

Day Shift: A schedule of working hours requiring employees to work during the daytime.

Discrimination: A disadvantageous action taken by a company solely because of an employee's affiliation with a union or because of his race, creed, or color.

Dismissal Pay: A lump sum of money paid by a company to an employee being permanently terminated from the payroll. Frequently paid in lieu of advance notice of a dismissal. Same as severance pay. May be paid in smaller sums at regular intervals in a manner similar to a pension, particularly when the employee being terminated is close to retirement age.

Dressing Time: The allowance made to employees for time consumed in changing into and out of their street clothes and their special working clothes.

Dual Unionism: Attempt by one union to organize or enroll as members individuals already belonging to another union.

Escalator Clause: Provision in a labor agreement for making upward or downward wage adjustments or both whenever a standard fluctuates.

Escape Period: Period of time during which employees are permitted to discontinue their union membership without loss of employment under maintenance of membership labor agreements.

Exclusive Bargaining Agency: That union status agreed to by a company or granted by the National Labor Relations Board, or similar federal or state board, in which the union is the sole bargaining agent for all employees in the bargaining unit whether or not they are union members.

Featherbedding: Practice of unions or employees limiting their production or the amount of work to be performed.

Federal Union: A local, in an industry or craft in which there are no existing national or international unions, which is chartered by and affiliated directly with the American Federation of Labor.

Fringe Issues: Provisions in a labor agreement that concern money but are not a part of employees' regular wage rates; that is, overtime, vacation, shift differentials, and so on.

Goldbricking: Practice of unions or employees limiting their production or the amount of work to be performed.

Graveyard Shift: A schedule of working hours which requires employees to work during the late evening and early morning hours.

Grievance: An employee's feeling of dissatisfaction or of being improperly treated by the company or its representatives.

Hiring Hall: See Central hiring hall.

Home Work: Production by employees or other individuals performed in a home outside the actual company premises.

Impartial Chairman: Third party agreed upon by union and company to settle all disputes or questions of difference between them.

Incentive Wages: Plans for paying wages to employees in relation to their productivity.

Independent Union: Labor organization not affiliated with either the C.I.O. or the A.F. of L.

Industrial Jurisprudence: Code of a company's employer-employee behavior as established through the precedent of decisions on day-to-day matters.

Industrial Union: Labor organization, the membership of which is composed of employees in particular industries regardless of type of work performed or skill required.

Industry-wide Bargaining: Collective bargaining by representatives of the companies in an industry and of their employees with the view of arriving at one mutually acceptable agreement to cover all the companies.

Initiation Fee: Sum of money charged to an individual seeking admission to a union.

Job Evaluation: System or technique of measuring jobs to determine their relative values.

Journeyman: Individual who has satisfactorily completed an apprenticeship to learn a particular skill or craft.

Jurisdictional Dispute: Conflict between two or more unions to secure the membership of, and the representation for, employees in a plant or unit of the plant, or the control of specific work.

Kickback: Payment by an employee of part of his wages to the representative of a company or of a union as part of a private agreement between the two.

Labor Agreement: The written mutual understanding between the company and the union covering the various phases of their relationships.

Labor Dispute: A conflict between a company and its employees or a union concerning some phase of their relationships.

Lay-off: A company's action temporarily removing an employee from its payroll.

Leave of Absence: Period of time off requested by an employee, for personal reasons, during which he is permitted to retain his employment rights.

Local: A subdivision of a national or international union confined to a limited area or to a definite company.

Lockout: Voluntary closing down by a company to prevent employees from working.

Lodge: A subdivision of certain national or international unions. Similar to a local.

Maintenance of Membership: That union status agreed to by a company in which, for the duration of the agreement, all existing and future union members are required to remain in good standing in the union as a condition of continued employment, but no employee is required to join the union. May also be the maintenance of certain jobs as union jobs or of a fixed minimum number or percentage of union members.

Management Prerogatives: Rights of a company to take certain actions, without prior consultation with a union, which it claims to possess because of its ownership of the plant.

Maternity Leave: Period of time off requested by an employee, to undergo and recuperate from childbirth, during which she is permitted to retain her employment rights.

Mediation: Third-party attempt to reconcile the difference existing between a company and its employees and their union. Similar to conciliation.

Multi-Union Bargaining: Collective bargaining in which the employees are represented by two or more unions, who combine to

negotiate a labor agreement with a company or group of companies.

Negotiating Ranges: The minimum and the maximum a negotiator expects to concede and demand on any clause during the collective bargaining sessions.

Negotiator: Representative of a company or of employees who is responsible for handling collective bargaining.

Night Shift: A schedule of working hours requiring employees to work during the night.

Open Shop: Company in which union membership is not a condition of employment or continued employment. Usually one in which there is no union present.

Overtime: Time worked by an employee outside of, or in addition to, his regular working time.

Pension: Amount of money paid at regular intervals, usually weekly or monthly, to an employee who has retired from a company's employ after reaching a specified age or working beyond a specified period of time.

Picketing: Union's method of posting individuals in front of a company's premises to notify all passers-by of the existence of a labor dispute.

Piece Work: Work performed by an employee for a specific wage per piece produced.

Portal-to-Portal Pay: Payment made to employees for time consumed by them in traveling to and from the entrance onto the company's premises and the working area.

Preferential Shop: That union status agreed to by a company in which union members are given a preference over non-members in various aspects of employment, particularly in hiring and lay-offs.

Probationary Period: Length of time during which employee is on trial with a company.

Real Wages: The purchasing power of the money received as wages.

Recognition: Acceptance by a company of a union as the bargaining agent for its employees.

Reinstatement: A company's restoration to a previously terminated employee of his employment and other rights held by him at the time of his separation from the payroll.

Reporting Pay: Payment made to employees who report to work but are not permitted to start work for various reasons outside their control.

Rotating Shift: Plan under which employees work for a period of time on one shift and then change for another period of time to a different shift.

Run-away Shop: A company that has moved its place of business to a new location to avoid or eliminate dealings with a union.

Sabotage: Deliberate action by an individual to damage or destroy the equipment or property of a company.

Scab: An employee who continues to work in a company in which his fellow employees are on strike.

Secondary Boycott: Concerted action by employees and their union to refrain from handling, purchasing, or working with the products of a company that is a customer of a company with which they have a labor dispute.

Seniority: A priority or right employees gain over other employees by virtue of their length of service, their capabilities or merit, and their marital status.

Severance Pay: A lump sum of money paid by a company to an employee being permanently terminated from the payroll. Frequently paid in lieu of advance notice of a termination. Same as dismissal pay. May be paid in smaller sums at regular intervals in a manner similar to a pension, particularly when the employee being terminated is close to retirement age.

Shift Differential: Pay allowance made to employees who work on shifts other than during the regular day-shift hours.

Shop Card: Poster indicating that the company has an agreement with a union.

Shop Steward: (See Steward.)

Sick Leave: Period of time off requested by an employee to recuperate from a personal illness or accident, during which he is permitted to retain his employment rights.

Single-Plant Bargaining: Collective bargaining between the representatives of a company and of the employees in one plant of the company.

Sit-down Strike: Work stoppage in which the employees refuse to leave the company's premises.

Slow-down: Form of work stoppage in which employees reduce their individual production.

Soldiering: Deliberate waste of productive time by an employee.

Speed-up: Method of forcing employees to work faster than normal standard established with no extra compensation or no incentive for increased output.

Split Shift: A schedule of working hours requiring employees to take time off without pay during their working day.

Standard of Living: Particular level of health and decency that an individual chooses to maintain.

Steward: Representative of a union who handles union matters within a specific unit of the company, i.e., a department.

Stretch-out: Increasing the number of machines to be tended by an employee, or increasing the production standard, without making any wage compensation.

Strike: Work stoppage by a group of employees.

Strikebreaker: An individual who accepts employment as a replacement for an employee who is on strike against the company.

Strike Vote: A balloting of employees or union members on the calling of a strike or the authorization of their representatives to call a strike.

Subsistence Wage: An amount of money sufficient only to provide an employee with the bare necessities of living.

Super-Seniority: Special seniority rights given veterans, union officials, supervisors, and similar groups for protection or preference over other employees.

Sweat Shop: A plant or work area in which the working conditions, light, heat, ventilation, and sanitary facilities are grossly neglected, thus making it an undesirable place in which to work. Usually also considered a fire trap.

Swing Shift: A schedule of working hours, in a company operating continuously seven days a week, in which the hours and days of work vary each week on a three-week cycle to cover the time allowed the regular shifts as time off.

Sympathetic Strike: Work stoppage by employees of a company, with which they have no labor dispute, as a means of support of a strike of another group of employees.

Take-Home Pay: The net amount of wages received by an employee after the company has made all the required deductions.

Time and Motion Study: Method by which the component parts of an operation are analyzed, improved, and timed to arrive at the one best way, and the time allowed to perform the operation.

Tool-Maintenance Time: Time allowance made to employees for time consumed in maintaining their own special tools in good working condition.

Unemployment Compensation: Payment of a sum of money to an employee during a period in which he is out of work.

Unfair Labor Practice: An action by a company that violates the provisions or interpretations of the National or a State Labor Relations Act.

Union: An organization of workers formed for the purpose of dealing collectively with their employer on wages, hours, and working conditions, and for mutual aid and protection in matters pertaining to their employment.

Union Label: Insignia identifying the union, the membership of which was employed in producing the products on which the label is displayed.

Union Shop: That union status agreed to by a company in which union membership is required as a condition of continued employment after a trial period during which union membership is not required. A modified form of closed shop.

Vacation: Period of time off each year allowed an employee by a company during which he may do whatever he desires.

Vacation Pay: A sum of money paid by a company to an employee to cover the period of time off allowed him annually.

Walkout: A work stoppage in which the employees of a company leave their work places and the company's premises during working hours, after having started to work.

Wildcat Strike: A work stoppage by a group of employees that is unauthorized by the union or has not been voted upon by the membership.

Workmen's Compensation: Insurance plan under which employees receive medical care and monetary reimbursement for injuries sustained by them arising out of their employment.

Work Sharing: Distribution of available work as evenly as possible among all the workers.

Yellow-Dog Contract: Agreement, written or oral, made between a company and an employee to the effect that, as a condition of employment, no employee could join or belong to a union.

CHAPTER SIXTEEN

SOURCES OF INFORMATION

THE proper preparation for collective bargaining requires that the parties gather all available data that may be pertinent to their negotiations. This is a difficult but vitally necessary task if the parties hope to establish a sound factual basis for their bargaining. The problem of collecting the necessary information requires that the parties have knowledge of the various sources of information that may furnish some or all of the required data. For the convenience of the negotiators, a list of many of the major sources is included in this chapter. These are by no means complete or all-inclusive. However, they will furnish a minimum number of readily available sources of information.

Research Organizations

There are many private or non-profit research groups in the United States that have as their prime function the study of the various phases of labor relations. Most of these organizations publish reports on the findings of the research projects, and many of the reports may prove valuable to the negotiators gathering data for collective bargaining.

The American Academy of Political and Social Science, 347 Walnut St., Philadelphia 4, Pa.

(Provides a forum for the discussion of political, social, and economic problems, including labor problems.)

American Arbitration Association, 9 Rockefeller Plaza, New York, N. Y.

(Non-profit organization established to encourage arbitration in industrial disputes of all types.)

American Council on Public Affairs, 2153 Florida Ave., N.W., Washington, D. C.

(Promotes the spread of authoritative facts and significant opinions concerning contemporary social and economic problems, including labor relations.)

American Management Association, 330 W. 42nd St., New York, N. Y.

(Serves as a medium of developing and exchanging management information by conducting periodic conferences, publishing proceedings, reports, and regular periodicals, and making special surveys and studies.)

The Brookings Institution, Washington, D. C.

(Aids constructively in the development of sound national policies; offers training of a super-graduate character to students of the social sciences; and maintains a series of coöperating institutes, equipped to carry out comprehensive and interrelated research projects.)

The Economic and Business Foundation, New Wilmington, Pa.

(Sponsors and conducts conferences, forums, and research on economic, business, and labor problems.)

Industrial Relations Counselors, Inc., 1270 Avenue of the Americas, New York, N. Y.

(Conducts research studies and publishes reports on various phases of industrial relations.)

National Association of Personnel Directors, 1 North LaSalle St., Chicago 2, Ill.

(An organization of personnel directors serving as a clearinghouse for information covering current events in the field, promoting actual experiences, and creating a medium for exchange of ideas and workable methods.)

National Bureau of Economic Research, 1819 Broadway, New York 23, N. Y.

(Conducts economic and statistical studies and publishes the findings and facts.)

National Industrial Conference Board, 247 Park Ave., New York, N. Y.

(Independent, coöperative institution for scientific research, professional education, practical service,

and public information in the fields of business economics and business management.)

Personnel Research Federation, 60 East 42nd St., New York, N. Y.
(Association aiding in the coöperative solution of problems of personnel.)

Policyholders Service Bureau, Metropolitan Life Insurance Company, 1 Madison Ave., New York, N. Y.
(Provides special information, makes investigations, and issues reports on problems relating to health and safety of employees, to other phases of industrial relations, and on problems of general management.)

Public Affairs Committee, Inc., 30 Rockefeller Plaza, New York 20, N. Y.
(Medium for disseminating, in pamphlet form, the results of research and expert knowledge of existing research institutions regarding public issues, including labor relations.)

Russell Sage Foundation, 130 East 22nd St., New York, N. Y.
(Conducts studies on various phases of social conditions in the United States, including industrial relations.)

Social Science Research Council, 230 Park Ave., New York, N. Y.
(Concerned with general planning and strategy in research in the social sciences, including the problems of labor and industry.)

Society for the Advancement of Management, The, 84 William St., New York, N. Y.
(Organization of local chapters that locally and nationally conduct conferences and make studies in the general field of management.)

Society for Personnel Administration, P.O. Box 226, Washington, D. C.
(Promotes and encourages the study, development, and use of improved methods and higher standards in personnel research and administration. Provides forum for the interchange of thought.)

The Twentieth Century Fund, 330 West 42nd St., New York 17, N. Y.
(Conducts non-partisan economic research and public education in various fields, including labor.)

Trade Associations

The company negotiators have at their disposal a vast number of sources of information in their numerous trade associations. Many of the trade associations organized to serve companies have facilities to conduct research studies or to compile data and statistics useful in negotiations. These associations may be national organizations of a general nature, such as the Chamber of Commerce of the United States, the National Metal Trades Association, and the National Association of Manufacturers, or of a specific industry, such as American Iron and Steel Institute, American Paper and Pulp Association, National Electrical Manufacturers Association, American Institute of Laundering, and so on. They may also be state-wide or local, both as general groups and as industry groups.

Many of these trade associations provide their members with advisory services as well as information and statistical data. Their facilities and services usually differ and it is necessary for the individual company to become familiar with the services offered by its own trade association.

Labor Research Organizations

Unions also have outside research organizations that can furnish them with the necessary information and data. These groups are similar to trade associations and the impartial research organizations, except that they concentrate exclusively on the labor viewpoint. In addition to these research groups, many of the larger unions, particularly the national and international unions, have their own research or economic divisions that make studies and gather necessary data.

Among the labor research organizations are the following:

American Labor Conference on International Affairs, Washington, D. C.

(Research organization of the American Labor Movement to study and present a united labor policy on questions of international scope.)

American Labor Education Service, Inc., 437 West 59th St., New York 19, N. Y.

(Serves as a central agency in the field of workers' education, stimulates and coöperates with workers' education projects, studies and develops educational

programs, maintains information service on workers' education, publishes material in the field.)

Department of Education and Research, Congress of Industrial Organizations, 718 Jackson Place, N.W., Washington 6, D. C.
(Conducts research and issues results of its studies.)

Institute of Labor Studies, The, Northampton, Mass.
(A non-profit scientific organization which promotes research in the labor field. Serves as clearinghouse for labor research.)

International Labor Office, 734 Jackson Place, N.W., Washington, D. C.
(Conducts studies and issues reports in the field of industrial studies.)

Inter-Union Institute for Labor and Democracy, 112 E. 19th St., New York 3, N. Y.
(In addition to public relations functions, will serve the union movement by making available for its use vital information and material.)

Labor Research Association, 80 E. 11th St., New York, N. Y.
(Conducts investigations and studies of social, economic, and political questions in the interests of the labor and progressive movement and issues its findings in the form of reports, articles, bulletins, pamphlets, and books.)

League for Industrial Democracy, 112 East 19th St., New York 3, N. Y.
(Conducts research, lecture, and information services on labor and social problems and the contemporary economic scene. Also publishes numerous pamphlets on these problems.)

Workers Education Bureau of America, 1440 Broadway, New York 18, N. Y.
(Undertakes special educational and research projects for affiliated American Federation of Labor unions, offers unions educational advice, organizes labor institutes, publishes various regular and special books, pamphlets, and periodicals.)

College and University Institutes

Many companies and unions will find a fertile source of information in the various institutes on personnel and industrial relations

sponsored by many colleges and universities. Some of these institutes take the form of annual conferences or periodic discussions on the various phases of personnel and industrial relations. Others serve as research bureaus and conduct studies on many labor relations problems. Much of the material developed by these colleges and universities is made available to both companies and unions. Frequently the studies are made possible only through the coöperation of the two parties with the schools.

California Institute of Technology, Industrial Relations Section, Pasadena, California.

(Conducts research, makes surveys, and holds special conferences on industrial relations problems; publishes the results of its work and speeches made before its groups.)

University of Chicago, Business School, Industrial Relations Center, Chicago, Ill.

(Conducts research and education in the field of industrial relations. Collects library material and offers bibliographic and reference service. Publishes special monographs on the results of its studies.)

University of Denver, Social Science Foundation, Denver, Col.

(Conducts lectures and discussions and makes surveys on the various problems of social science, including labor relations.)

Harvard University, Graduate School of Business Administration, Division of Research, Soldiers Field, Boston 63, Mass.

(Analyzes and clarifies problems of business administration, problems common to particular industries, and problems of the interrelations between government and industry. Publishes results of research projects.)

Holy Cross College, Institute of Industrial Relations, Worcester, Mass.

(Provides a program through which management and labor representatives meet and discuss the principles upon which a sound labor-management pattern is based.)

University of Illinois, Bureau of Economic and Business Research, Urbana, Ill.

(Disseminates economic and business knowledge, serves as a clearinghouse for information on tested

business practices, and publishes research results in the form of research bulletins, business studies, and brief special bulletins.)

University of Kentucky, Bureau of Business Research, College of Commerce, Lexington, Ky.

(Conducts research and service work on various phases of business, industry, and government.)

Louisiana State University, The College of Commerce, Louisiana Personnel Conference, Baton Rouge, La.

(Annual conference on personnel administration.)

Massachusetts Institute of Technology, Industrial Relations Section, Department of Economics and Social Science, Cambridge, Mass.

(Carries out research of a fundamental nature in the field of industrial relations; maintains a library for research, teaching, and information in the field.)

University of Michigan, Bureau of Industrial Relations, Ann Arbor, Mich.

(Gathers and disseminates information on industrial relations, conducts conferences on special problems, sponsors annual conferences on industrial relations policy. Engages in studies of selected important topics, maintains a collection of pamphlets and documents on industrial relations.)

University of Minnesota, Industrial Relations Center, School of Business Administration, Minneapolis 14, Minn.

(Maintains a continuing research and service program in labor market and industrial relations problems. Publishes bulletins from time to time which summarize the results of its research and of conferences held under its auspices.)

University of Mississippi, Bureau of Business Research, University, Miss.

(Makes periodic analyses of business conditions in Mississippi. Conducts studies of particular economic problems and publishes bulletins on its findings.)

Northeastern University, College of Business Administration, Bureau of Business Research, Boston, Mass.

(Makes studies and conducts research into the problems of New England business and industry, particularly on techniques and practices of management.)

Ohio State University, Personnel Research Board, Columbus, Ohio.
(Conducts research and furnishes service and instruction in the field of personnel relations in business, industry, government, and education. Holds institutes on special phases of personnel, in addition to the annual Ohio State Personnel Conference.)

Pennsylvania State College, Bureau of Business Research, School of the Liberal Arts, State College, Pa.
(Conducts investigations and research bearing directly upon problems of business, collects and publishes statistical material as well as its research findings.)

Princeton University, Industrial Relations Section, Department of Economics and Social Institutions, Princeton, N. J.
(Maintains special research library. Collects information and prepares reports and bibliographies on various research projects. Holds annual conferences and seminars.)

Purdue University, Personnel and Industrial Relations Institute, Lafayette, Ind.
(Annual conference on personnel and industrial relations practices and programs of industry.)

Queen's University, Department of Industrial Relations, Kingston, Ontario, Canada.
(Serves as a clearinghouse of information, a library, and a research bureau for knowledge of the relations between employees and employers; prepares reports on its studies.)

Rutgers University, New Brunswick, N. J.
(Conducts annual forums on labor relations for representatives of labor, management, and government.)

University of Southern California, Southern California Management Conference, Los Angeles, Calif.
(Annual conference covering all fields of management.)

Stanford University, Graduate School of Business, Division of Industrial Relations, Stanford University, California.
(Maintains special library. Conducts studies and issues reports and bibliographies. Holds annual conference.)

University of Tennessee, Tennessee Industrial Personnel Conference, Knoxville, Tenn.

(Annual conference on personnel problems.)

University of Texas, Bureau of Business Research, Austin, Texas.

(Collects and analyzes data which can be used to aid business concerns in Texas. Publishes material and interpretations.)

University of Utah, Bureau of Economic and Business Research, Salt Lake City, Utah.

(Makes analytical studies of business problems looking toward development of the best business practices. Publishes the findings of these studies.)

Vanderbilt University, The Institute of Research and Training in the Social Sciences, Nashville 4, Tenn.

(Conducts research in the social science fields, including labor relations problems. Publishes reports, both book and pamphlet, at varying intervals.)

State College of Washington, Bureau of Economic and Business Research, Pullman, Wash.

(Studies current problems relating to economics and business and publishes these findings in bulletins issued at irregular intervals.)

University of Washington, Bureau of Business Research, College of Economics and Business, Seattle, Wash.

(Conducts research on business and economic problems and their solution. Publishes reports of its findings.)

Yale University, Institute of Human Relations, Labor-Management Center, New Haven, Conn.

(Provides programs of training, conducts scientific research projects, holds annual conferences and seminars, maintains a library, and publishes reports on industrial and labor relations.)

Government Agencies

The various divisions of the government make studies and furnish information for all interested persons. Many of these divisions provide statistics and information on matters dealing with or related to labor relations. Not only is this found among the federal

agencies, but many state and local bodies do likewise. Frequently these agencies publish news releases that furnish the basic current data, whereas others merely publish their findings from time to time.

The federal agencies furnishing the main bulk of data and information are as follows:

National Labor Relations Board, 815 Connecticut Ave., N.W. Washington, 25, D. C.

(Issues rulings and decisions on the administration and interpretation of the National Labor Relations Act. The regional boards do likewise.)

The National Mediation Board, Federal Works Bldg., Washington 25, D. C.

National Railway Adjustment Board, 220 South State St., Chicago 4, Ill.

U. S. Civil Service Commission, Washington, D. C.

U. S. Conciliation Service, U. S. Department of Labor, Washington, D. C.

(Conducts special studies to assist in settlement of disputes between employers and employees.)

U. S. Department of Commerce, Bureau of Foreign and Domestic Commerce, Washington, D. C.

U. S. Department of the Interior, Bureau of Mines, Washington, D. C.

(Conducts studies and issues information on causes and means of prevention of accidents in mining and related industries.)

U. S. Department of Labor, Bureau of Labor Statistics, Washington, D. C.

(Collects and publishes statistics, conducts studies, and issues reports on all matters pertaining to labor relations.)

U. S. Department of Labor, The Children's Bureau, Washington, 25, D. C.

(Conducts studies and issues reports on all matters pertaining to child welfare and child labor.)

U. S. Department of Labor, Division of Labor Standards, Washington 25, D. C.

(Conducts studies and issues bulletins on apprenticeship, industrial safety and health, labor standards, and state and federal labor laws.)

U. S. Department of Labor, Wage and Hour Public Contracts Division, 165 W. 46th St., New York 19, N. Y.
(Issues regulations concerning the administration and operation of the Fair Labor Standards Act and the Walsh-Healey Act.)

U. S. Department of Labor, Women's Bureau, Washington, D. C.
(Conducts studies and issues reports on all matters relating to the employment of women.)

U. S. Office of Education, Federal Security Agency, Washington, D. C.

Informational Services

To keep many companies and unions abreast of current happenings of interest to them for collective bargaining and day-to-day labor relations, there are many informational services. These are furnished periodically on a fee basis. Many of them provide editorial comment and digests in addition to complete reports of developments. These services are designed to furnish the necessary information and data to keep both parties up-to-date with the latest happenings. They provide a readily available reference source of information, combining into one all the material collected from numerous sources. The most important of these is the Prentice-Hall *Complete Labor Equipment,* published by Prentice-Hall, Inc., 70 Fifth Avenue, New York, N. Y. This service consists of six volumes, listed below, and is kept up-to-date by weekly supplementary reports and a *Labor Letter* which digests and analyzes changes in laws and regulations and comments upon current problems.

Labor Relations Service; State Labor Laws.
(Complete coverage of federal and state labor relations laws; anti-injunction acts; state wage-hour laws; anti-discrimination laws; laws relating to employment of women and children and other laws.)

Union Contracts and Collective Bargaining.
(Covers techniques used in bargaining; check lists of pitfalls to be avoided; complete analysis of tested contracts and clauses; and latest practices, agreements, and union demands.)

Labor Arbitration Service.
(Covers arbitration, mediation, conciliation, and matters connected therewith. Compilation and analysis

of arbitration awards kept current by regular supplements.)

Wage and Hour Service.

(Covers federal wage and hour laws; veteran reemployment laws, and wage-price controls.)

Pension and Profit Sharing Service.

(Covers laws, regulations, and practical matters affecting pension and profit-sharing plans and other employee benefit provisions.)

Periodicals

There are innumerable periodicals covering some or all of the phases of labor relations. Many of these periodicals are published by the research organizations and government agencies previously mentioned in this chapter. Others are regular trade publications that either concentrate on personnel and labor relations or merely include articles covering these subjects.

The viewpoints of the publications may vary from pro-labor to pro-company. A few have a definite anti-union or anti-company tendency, primarily reflecting the opinions of the group to which they direct their articles. Many provide an impartial study of the problems of labor relations.

The periodicals listed are those primarily devoted to personnel or labor relations or that frequently cover this field of study.

Advanced Management, published quarterly by The Society for the Advancement of Management, Inc., 84 William St., New York 7, N. Y.

(Contains articles on the theory and philosophy of scientific management covering all phases of the field, including labor relations.)

American Business, published monthly by Dartnell Publications, Inc., 4660 Ravenswood Ave., Chicago 40, Ill.

(Contains articles on all phases of business, including labor relations.)

American Federationist, published monthly by American Federation of Labor, 901 Massachusetts Ave., N.W., Washington, D. C.

(Covers news of special interest to A. F. of L. unions.)

The Annals, published six times a year by the American Academy of Political and Social Science, Philadelphia 4, Pa.

(Contains articles on political, social, and economic problems, including labor problems.)

Arbitration Magazine, published ten times a year by American Arbitration Association, Inc., 9 Rockefeller Plaza, New York 20, N. Y.

(Contains articles and developments in use of arbitration for settlement of industrial disputes.)

Business Week, published weekly by McGraw-Hill Publishing Co., 330 West 42nd St., New York, N. Y.

(Reviews current developments in business, including labor and management relations.)

The CIO News, published weekly by Congress of Industrial Organizations, 718 Jackson Place, N.W., Washington, D. C.

(Covers news of special interest to C.I.O. unions.)

The Conference Board Management Record, published monthly by National Industrial Conference Board, Inc., 247 Park Ave., New York, N. Y.

(Covers all phases of personnel administration and labor relations. Includes statistics and current events.)

DM Digest, published bi-weekly by Martin Dodge & Company, 1270 Avenue of the Americas, New York 20, N. Y.

(Contains developments in the field of labor through digests of the labor press.)

The Economic Almanac, published annually by National Industrial Conference Board, 247 Park Ave., New York, N. Y.

(Handbook containing current economic and management data and statistics.)

Economic Outlook, published monthly by Congress of Industrial Organizations, 718 Jackson Place, N.W., Washington, D. C.

(Contains articles and reports of research studies of interest to C.I.O. unions.)

The Executive's Labor Letter, issued weekly by the National Foremen's Institute, Deep River, Conn.

(Analysis of new situations and developments in the field of labor, including behind-the-news information.)

Executives Service Bulletin, published monthly by the Policyholders Service Bureau, Group Division, Metropolitan Life Insurance Company, 1 Madison Ave., New York, N. Y.

(Contains articles of actual experiences in handling management problems in all fields.)

Factory Management and Maintenance, published monthly by

McGraw-Hill Publishing Co., 330 West 42nd St., New York, N. Y.

(Major portion of articles devoted to management and labor relations.)

Harvard Business Review, edited quarterly by the faculty of the Harvard Graduate School of Business Administration, Cambridge, Mass.

(Contains articles on the general field of business, frequently including labor relations data.)

Industrial Relations, published monthly by The Dartnell Corporation, 4660 Ravenswood Ave., Chicago 40, Ill.

(Contains articles on all phases of industrial relations and employer-employee relations.)

Information Service I, published monthly by The Institute of Labor Studies, Northampton, Mass.

(Digest of significant current materials gathered from the labor press.)

Labor, published weekly by the Railroad Brotherhoods, 10 Independence Ave., Washington 4, D. C.

Labor and Nation, published monthly, except February and September, by Inter-Union Institute, Inc., 112 East 19th St., New York 3, N. Y.

(Includes information of concern to labor, including reports and surveys of labor activity and views of prominent labor leaders.)

Labor Fact Book, published at approximately two-year intervals by Labor Research Association, 80 East 11th St., New York 3, N. Y.

(Contains conveniently arranged facts, figures, and analytical material dealing with social, economic, and political conditions affecting labor.)

Labor Letter, published weekly by Prentice-Hall, Inc., 70 Fifth Ave., New York 11, N. Y.

(Digests and analyzes current labor happenings and important governmental labor decisions.)

Labor's Monthly Service, published monthly by American Federation of Labor, 901 Massachusetts Ave., N.W., Washington, D. C.

(Contains articles and reports of research studies of interest to A. F. of L. unions.)

Making Employee Communications Work, issued by Hill & Knowlton, 350 Fifth Ave., New York 1, N. Y.

(Letter devoted to actual experiences of companies in worker-management relations.)

The Management Almanac, published annually by National Industrial Conference Board, 247 Park Ave., New York 17, N. Y.
(A reference book of facts for the personnel and labor relations executive, containing personnel policies, practices, and statistics.)

Management Review, published monthly by American Management Association, 330 West 42nd St., New York, N. Y.
(Digests articles on all phases of management, comments on prevailing practices in business, and reviews publications dealing with management. One section devoted to personnel.)

Mill & Factory, published monthly by the Conover-Mast Corporation, 205 East 42nd St., New York 17, N. Y.
(Covers management, production, and maintenance subjects.)

Modern Industry, published monthly by Magazines of Industry, Inc., 347 Madison Ave., New York 17, N. Y.
(Contains staff-written articles and authentic facts about new, successful techniques, methods, equipment, materials, and policies in the fields of production, labor relations, and marketing.)

Modern Management, published eight times a year by The Society for the Advancement of Management, Inc., 84 William St., New York 7, N. Y.
(Contains articles on successful current practices and procedures in all phases of management's work, including industrial relations.)

Monthly Labor Review, published monthly by The Bureau of Labor Statistics, U. S. Department of Labor, Washington, D. C.
(Contains statistics and summaries of studies in industrial relations.)

Nation's Business, published monthly by the Chamber of Commerce of the United States, U. S. Chamber Building, Washington 6, D. C.
(Contains articles on all phases of business, including labor relations.)

Notes and Quotes, issued monthly by Connecticut General Life Insurance Company, Hartford, Conn.
(Reprints brief news items and summaries of articles on industrial and labor relations.)

Personnel, published bi-monthly by the American Management Association, 330 West 42nd St., New York 18, N. Y.

(Contains articles on all phases of personnel and labor relations.)

Personnel Administration, published monthly except July and August by the Society for Personnel Administration, P. O. Box 266, Washington 4, D. C.

(Contains articles relating to personnel research and administration.)

Personnel Digest, published by the National Association of Personnel Directors, 1 N. LaSalle St., Chicago, Ill.

(Contains articles on all phases of personnel work.)

Personnel Journal, published monthly, except July and August, by Personnel Research Federation, 60 E. 42nd St., New York 17, N. Y.

(Contains articles on labor relations and personnel practices.)

Proceedings of the Personnel and Industrial Relations Institute, published annually by the Engineering Extension Division, Purdue University, Lafayette, Ind.

(Contains speeches presented before the institute on all phases of personnel and industrial relations.)

Proceedings of the Tennessee Industrial Personnel Conference, published annually by the University of Tennessee, Knoxville, Tenn.

(Contains speeches presented before the conference covering all phases of personnel.)

Silver Bay Industrial Conference Proceedings, published annually by The National Council of the Young Men's Christian Associations and its Committee on Industrial Service, 347 Madison Ave., New York 47, N. Y.

(Contains speeches on all phases of industrial relations presented before the Silver Bay Industrial Conference.)

Supervision, published monthly by Supervision Publishing Company, Inc., 95 Madison Avenue, New York 16, N. Y.

(Contains articles on industrial relations and operating management.)

Trained Men, published bi-monthly by International Correspondence Schools, Scranton, Pa.

(Articles on all phases of industrial problems, usually including one on labor relations.)

CHAPTER SEVENTEEN

BIBLIOGRAPHY

ANOTHER major source of information for negotiators is the various books, pamphlets, speeches, and so on that have been published from time to time. These form a bibliography that has been separated from the other sources of information to facilitate the proper presentation of the material available. The bibliography has been divided into separate units, each of which will cover one phase of collective bargaining. This has been done to make it easier for the negotiators to find additional sources of information on a particular phase of their problem.

In addition to subdividing the material, a short descriptive section or two is included to furnish the reader with the contents of the book, pamphlet, article, or speech listed, thus making it possible for the reader to save time in searching for a particular bit of information. Rather than having to read through all the sources of information listed, the reader may be able to direct his attention to the few sources that appear to cover his subject. This information may be obtained from the summary of the contents.

The voluminous sources of information available make it impractical to list all of them in this chapter. No attempt has been made to have this bibliography all-inclusive. Those sources listed have been selected because they are reliable and most frequently used by negotiators and students in their research work.

General Information

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Aspley, John C., and Whitmore, Eugene, *Industrial Relations Handbook.* Chicago: The Dartnell Corporation, Second Edition, 1944.

(A reference book containing the views, the tested methods, the experience, and the practices of companies in their employee relationships.)

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(Report of the experiences of a selected group of companies in organizing and directing the industrial relations aspects of their business.)

Bergen, Harold B., "Improvement of Employer-Employee Relations." *The Conference Board Management Record,* June, 1940, Vol. II, No. 6, pp. 65-71.

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(Analysis of independent labor organization, problems and principles in its establishment.)

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(Speech discussing the public interest in employer-employee relations and the responsibilities of management.)

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(Report on how big-business, big-labor, and big-agriculture pressure groups are formed, how they operate, and their effect on the general welfare.)

Cooper, Lyle, *Union-Employer Responsibility.* Washington: Division of Economic Research, National Labor Relations Board, Research Memorandum No. 4, 1939.

(An analysis of the main factors in union-employer responsibility and authoritative statements on the subject. Excerpts from the works of leading writers on labor relations.)

Daugherty, Carroll R., *Labor Problems in American Industry.* Boston: Houghton Mifflin Company, Fifth Edition, 1941.
(Presents the human, social, and economic aspects of labor problems, including statistics, and the practices and procedures used to solve these problems.)

Davis, William H., "Management's Stake in Collective Bargaining." New York: American Management Association, Personnel Series 81, 1944, pp. 35-39.
(Speech discussing the fundamentals for successful collective bargaining and the steps to be taken by industry and labor to meet the post-war needs of labor relations.)

———, "What's Ahead for Labor, Management, and Government." Cleveland: Ohio Chamber of Commerce, 1944.
(Speech discussing the common interest of labor and management and the part played by collective bargaining in getting them together on a common goal.)

Foreman's Guide to Labor Relations, The. Washington: Division of Labor Standards, U. S. Department of Labor, 1944.
(Discusses basic principles for the development of good industrial relations on a voluntary long-run basis from the foreman viewpoint.)

Gardner, Burleigh B., *Human Relations in Industry.* Chicago: Richard D. Irwin, Inc., 1945.
(Presents a picture of the many aspects of human relations in industry, including the functions and place of the union.)

Gilson, Mary Burnett, *What's Past Is Prologue.* New York: Harper & Brothers, 1940.
(Story of her activities in personnel movement, giving actual experience in personnel development and policy formulation.)

Golden, Clinton, "Adapting Personnel Management Policies to Changing Labor Conditions." New Wilmington, Pennsylvania: The Economic and Business Foundation, *Proceedings of a Forum —Personnel Management Policies,* 1944, pp. 73-80.

(Speech discussing background of management-union relations and the basic elements of a sound and constructive personnel management policy.)

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Goss, J. H., "Meeting the Employee's Challenge." New York: American Management Association, Personnel Series 35, 1939, pp. 37-43.

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Huberman, Leo, *The Labor Spy Racket.* New York: Modern Age Books, Inc., 1937.

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Hutt, William H., *The Theory of Collective Bargaining.* London: P. S. King and Son, Ltd., 1930.

(A brief history, analysis, and criticism of the principal theories of collective bargaining and the effect upon the distribution of the products of the industry.)

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(Report on techniques of negotiating a labor agreement and discussion of some of the major provisions.)

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APPENDIX A

INDUSTRIAL JURISPRUDENCE

IN ANY given plant, the solutions of everyday employer-employee problems will result in the development of a code of industrial jurisprudence. This code consists of the precedents established by decisions made in settling employee problems and grievances. It also includes memorandums of understanding between the company and the union on points in the labor agreement that require clarification. Supplements to the agreement and arbitration awards are other sources of decisions which form the company's industrial jurisprudence.

Memorandum of Understanding

The following memorandums illustrate an understanding or clarification of points in existing labor agreements or industrial jurisprudence.

1. The parties agree to the following:
   (a) On the effective date of the installation of new rates for employees according to the provisions of the Job Evaluation Plan, the occupation in which an employee's classification falls shall be his occupation for seniority purposes. Such a person shall immediately carry his full length of service into that occupation. Time spent in former occupations shall not be recorded in the seniority files. However, such an employee shall, in accordance with . . . section of Article . . of the Labor Agreement, be permitted to apply for transfer to the last previous occupation in which he has had two or more months' service. If he applies, his record shall be examined by a representative of the Union and one of the Employer, and if it is found that he has a right to transfer in accordance with the terms of the Labor Agreement, he shall be transferred.
2. This plan shall apply to all employees in the appropriate bargaining unit represented by Local. . . . . .

COMPANY

BY /s/ . . . . . .

LOCAL . . . . . .

DATE . . . . . BY /s/ . . . . . .

Subject: Shift Bonus

1. It is hereby agreed that Article XXII—Shift Bonus, page . . ., of the Agreement between . Company and Local , dated . , shall be in force and effect up to and through the ending of the work week . . .

2. Effective the beginning of the regular work week . , the following shift bonus payment shall be in force and effect and shall supersede the above mentioned article, and shall continue in force and effect for the life of the Agreement:

> "Employees whose regularly assigned work shift, the majority or all of the hours of which fall either before or after the then scheduled work shift for the majority of the employees on the normal day shift, shall receive a bonus of 15% of earned pay for work done on that shift."

LOCAL . . . . . COMPANY

BY /s/ . . . . . BY /s/ . . . . . .

DATE . . . . . .

Supplemental Agreement

The following supplemental agreement illustrates an addition to an existing labor agreement which has been negotiated by the company and labor representatives.

Incentive system

Bonus rates shall be set on incentive rated jobs so that the average efficient operator should be able to earn 30% in excess of his or her base hourly rate. Workers whose rejects exceed the normal percentage of allowable rejects, due to faulty work of such workers, shall be subject to appropriate disciplinary action. All rates established shall be considered temporary rates for a period of thirty days, after which period no rate shall be cut nor any limit set on incentive earnings except that rates may at any time be adjusted or reset where technical improvements, changes in operations, methods or tools take place. Reset or adjusted rates shall be effective as of the date of adjustment or resetting.

It is mutually agreed that hourly base rates cover normal production and that incentive earnings result from greater than normal production due to increased effort on the part of an employee engaged on incentive rated work, and, therefore, the company in its discretion may add incentive rates to jobs and transfer employees from hourly rated jobs to incentive rated jobs, and the company, when necessary, may transfer employees from incentive rated jobs to hourly rated jobs. The company will distribute incentive rated jobs as equally as possible. The company may remove rates from jobs in the interest of production, but the company agrees to discuss such removal of rates with the union and, in the

event no agreement is reached, the matter shall be settled by arbitration as provided in this contract.

Rates on incentive rated work shall be set within two weeks after production has been started. Requests for restudy must be made within one month after a rate has been set. If any disagreement persists on an incentive rate, the union shall have the right to have a qualified time-study engineer make an independent study in the presence of the company's time-study and rate-setting man. In the event that the rate remains unsettled, the matter shall be submitted to arbitration.

Uniform Time-Study Contract

A. Techniques of Time Study

1. The worker to be studied for the purpose of setting a rate shall be advised of that fact prior to the commencement of the study.

2. The worker studied shall agree that average conditions prevailed during the study in order for the same to be valid. The department steward shall have the right to examine the job conditions during the period of time study. The department steward shall initial the appropriate place on the time-study observation sheet either during or upon completion of the study to indicate approval of the fact that average conditions prevailed during the study.

3. A carbon copy of all time studies shall be filed in the office of the arbitrator designated by the present contract, to be made available to all union officers.

4. The time-study observer and the foreman who has direct jurisdiction over the operator to be studied (or the foreman's designee) shall analyze the operation and its elements, and each shall indicate on the job analysis sheet his authorization of the method and sequence of elements the operator is instructed to use.

5. The instructions given the operator studied shall concern only the description of methods and sequences of the operation.

6. The continuous method shall be used by the time-study observer to record all stop-watch observations.

7. The time-study observer shall not cause his stop watch to stop revolving at any time during the study of an operation; that is, all elapsed time during the operation, whether elemental or non-elemental, cyclic or non-cyclic, shall be described and recorded on the time-study observation sheet.

8. The time-study observer shall record on the time-study observation sheet the actual clock time of the start and finish of the observation period.

9. The total output resulting from an operation under time-study observation shall be subjected immediately after the recording of the time study to a complete one hundred per cent (100%) inspection, according to normal routine inspection procedure for that operation; the actual numbers of acceptable and rejected pieces and the reasons for the rejection of each rejected piece shall be stated on the time-study observation sheet.

10. Where the reject percentage of total pieces worked in an operation under time-study observation is in excess of five per cent (5%), the study shall not be deemed to be valid and a restudy shall be made.

B. Computation and Calculation Techniques

1. The allowable number of "outsize" or "out of line" element or cycle readings eliminated from the computation of average element or cycle time (computed on the basis of an arithmetic mean) shall be limited as follows:

(a) Where less than 10 cycles have been timed, not more than 10% thereof can be eliminated from the computation of any one element studied;

(b) Where between 10 and 20 cycles have been timed, not more than 15% thereof can be eliminated from the computation of any one element studied;

(c) Where over 20 cycles have been timed, not more than 20% thereof can be eliminated from the computation of any one element studied.

Where the number of eliminated readings is in excess of the percentages herein above set forth, the time study shall not be deemed valid and a new time study shall be made.

2. Such leveling or rating factors having to do with the speed, skill, and effort of the operator studied shall be applied independently of any other factor to the average of the base time used as hereinabove set forth.

3. All readings of foreign elements, so-called, related to the actual working of the operation itself, and of non-cyclic elements, that is, those elements not performed regularly in every cycle of the operation, shall be prorated equally over the total number of cycle readings and levelled in the same manner as regularly recurring elements.

4. Foreign element readings recorded on the time-study observation sheet which are not related to the actual working of the operation itself shall be discarded from all computations.

5. Personal fatigue and delay allowances.[1]

6. The standard rate for a rated operation shall be expressed in terms of number of pieces per hour.

7. All bonus earnings shall be computed on the operator's actual basic hourly rate; that is, where any differential in basic hourly rate exists, all bonus earnings shall be computed on the basis of the total differential rate in accordance with the provisions of the Fair Labor Standards Act and the existing contract.

8. All bonus earnings shall be computed on a per job basis; that is, the bonus earnings on any rated job shall be considered intact and separate from any other job.

C. "Synthetic" Rates

1. Incentive rates shall be established only in the manner hereinabove provided, except by the written mutual agreement of the parties to the contrary.

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[1] Decision as to the percentage of P.F.D. pending before an arbitrator.

Arbitration Decision

The following material is an illustrative arbitration decision made by an impartial arbitrator agreed upon by the company and the union.

In the matter of the
(Complainant)
.....,
-vs-
(Respondent)
.....,

Submitted to: The Impartial Arbitrator, ...
Both parties to this matter agreed to accept the decision of the Arbitrator as final and binding. Mr. ..... accepted on behalf of the Company. Mr. ..... accepted on behalf of the Union.

(Company)

Hearing held: On ..... , at the office of ....., ...,
(Address)
.....

and

On ....., at the office of Mr. ....., ...

Appearances: At the hearing of .....
, For the Union , For the Employer ,
(Names) (Names)

At the hearing of .....
For the Union
.....
(Names)

The Union's Story

The Union complains that the Company, contrary to the terms and provisions of the contract entered into with the Union, discharged a worker, ..., on grounds of insubordination. The Union pointed out that insubordination was not a cause for discharge but only a cause for disciplinary action. The Union states that subsequent to the discharge the Company cancelled the discharge and instead penalized the girl by laying her off for the remainder of the week of ..... Miss ..... testified that on ....., sometime before the lunch hour, Mr. ..... approached the table where she was working alongside of Miss ..... and said, "One of you girls will have to move to a single table, and the girl who finishes her work first is to do the moving." Miss ..... stated that the order was given by Mr. ..... and he stood in back of them. No answer was made by either girl. Sometime in the afternoon, Mr. ..... again approached the girls and again spoke to them, urging that one move to the single table. Miss ..... stated that Mr. ..... informed her that he would have to make out

a complaint against her. Subsequently she was called down to Mr. ..... 's office, where she stated that her objection to moving was that the empty work table where she was to move to was next to the window and that the light and glare from the window would disturb her work. She stated further that in Mr. ..... 's presence Mr. ..... again asked her to move and that she went away without indicating whether she would move or not. Subsequently she was informed that she was discharged and that Mr. ..... asked for some scissors that belonged to the Company and informed her that she was to get her things. Miss ..... further informed the Arbitrator that she had asked that shades be put on the window and that she had made the request three weeks previous, to Mr. ..... and Mr. ..... , the night foremen, who informed her that the Company was getting venetian blinds. However, nothing had been done about putting them on this particular window although she stated that shades were now being put on the other windows.

When asked by the Arbitrator what other reasons she might have had for not moving to the other table, she replied that when a girl gets used to a certain bracket her work goes much faster. She admitted that the bracket on the double table could have been moved to the table that she was asked to move to. She also told the Arbitrator that some girls working on tables close to windows had to wear sun glasses because of the glare.

Mr. ..... informed the Arbitrator that Miss ..... was a stewardess in charge of a group of 15 girls and that she had full authority to take up all grievances with the management for her group.

THE COMPANY'S SIDE

Mr. ..... stated: "I had been away from my office and upon my return found on my desk a complaint card concerning this girl. It disclosed that the girl had been instructed to move to a table with a single fixture and to leave the double table she was at present working at. I called Mr. ..... and told him that I thought the whole thing was childish and that I would like Mr. ..... and the girl to come to my office. As soon as the girl entered my office, she immediately began to explain her case.

"I told the girl that I understood that Mr. ..... had asked her to move to the individual table.

"The girl replied that she had not been asked, but that Mr. ..... merely said that one of the two girls was to move to the individual table, giving them a choice, and she did not choose to move.

"Mr. ..... asked the girl, 'What did I tell you the second time?' The girl denied that Mr. ..... had asked her to move the second time.

"I then told the girl that I did not want to waste any more time and discussion; therefore, I asked Mr. ..... to request the girl to move to the individual table again. Mr. ..... did so, but the girl replied that she did not think she should move because the Union had already instructed her that she did not have to move if she did not choose

to. She mentioned that she had spoken to Mr. . . . . and Mr. . . . . (Union officials).

"Mr. . . asked Miss . . . . . once more to move to the individual table and the girl definitely refused to move at this time. I told the girl, since she had refused to move, I would have to make out a termination card for her. The card was made out and sent to the Personnel Department and her time card was rung out."

Mr. . stated that Miss . had informed him that she did not have to move because both Mr. and Mr. . . . . (Union officials) had instructed her to that effect, which was subsequently denied by both Mr. . and Mr. . Mr. . . stated that an operator is required to do as her foreman tells her unless she feels that her health and safety are endangered.

OPINION

Although on the surface it appears that this was an act of insubordination that would give the management the privilege of penalizing the worker with a layoff, it appears to the Arbitrator that the management was more eager to mete out punishment than it was to find the root of the trouble and maintain harmonious labor relations. There is no question as to the fact that an order was given by the foreman, although the order, when it was given the first time, was not given explicitly or directly to the worker involved. There is also no question of fact that Miss . . . , the worker in question, did not comply with the order. It appears to this Arbitrator that the real issues in this case depend, rather, on the acts of omission:

1. The foreman failed to recognize that he was not speaking to a rank-and-file worker but to a steward who had full responsibility to act for the Union.
2. The Personnel Manager failed to seek out the reason for the reluctance to move to the other table.
3. The steward failed to recognize the responsibility of her position, which required that she should have immediately taken up the request of the foreman as an emergency grievance. She should have attempted to settle it by immediately conferring with the foreman. Instead, she passed on the responsibility for settling it to other officials of the Union and untruthfully stated that the higher officials of the Union had instructed her as to her rights.

DECISION

In view of the above opinion, the arbitrator finds that both the Company and the aggrieved stewardess were at fault and awards two days' back pay at the worker's hourly rate.

(Impartial Chairman)

. . . . . .

DATED: ON THE . . . . DAY OF . . . . . , ...

STATE OF . . . . . }
COUNTY OF . . . . . } SS

On the day of ..... , .. before me personally came and appeared Mr. ... to me known and known to me to be the individual described herein and who executed the foregoing instrument and he duly acknowledged that he executed the same.

(Notary Public)

.....

APPENDIX B

ILLUSTRATIVE LABOR AGREEMENTS

Aircraft Company Agreement

PREAMBLE:

Agreement made as of the . . . . day of . . , ... , by and between the . . . . . Company, a . organization, having a plant located at . . . . . , (hereinafter called "the Company") and the . . . . . (hereinafter called "the Union"), affiliated with the . . .

Whereas the continuous and uninterrupted operation of the Company's plant and orderly collective bargaining relations between the Company and the Union are the essential considerations of this Agreement; and

Whereas the parties have reached an agreement as the result of collective bargaining for the purpose of facilitating the peaceful adjustments of differences that may arise from time to time and of promoting harmony and efficiency in their mutual relations;

Now, Therefore, the parties hereto agree as follows:

ARTICLE I

SCOPE

SECTION 1. The Company hereby recognizes and will continue to recognize and negotiate with the Union as the exclusive bargaining agency for all of its employees covered by the wage classifications in this agreement.

SECTION 2. There shall be no cessation nor interference of any kind with work, either strike or lockout, during the term of this agreement.

In any event, enough men will remain on the job to provide for proper plant protection and care as mutually agreed to between the Company and the Union.

SECTION 3. In order further to effectuate the purposes set forth in the preamble of this agreement, the Union agrees that it will coöperate when called upon to do so by the Company, and will aid in any manner whatsoever, with the Company's efforts to assure a full day's work on the part of its members, to aid in combating absenteeism and any other practices which restrict production, to eliminate waste in production, to conserve

materials and supplies, to prevent accidents, and to improve the quality of workmanship; and in the event that the Union interferes, or fails or refuses to coöperate when called upon, in the attainment of the aforementioned objectives or any one of them, the Union or the Company may be considered to be in default under this agreement and subject to the grievance procedure set forth herein.

Article II

DISCRIMINATION

Section 1. The Company agrees not to discourage or encourage membership in the Union nor discriminate against any employee because of being an officer, shop steward, committeeman, or member of the Union, or because of any lawful activity in which he may engage on behalf of the Union, provided that such activity will not interfere with the employees except as otherwise provided in this agreement.

Section 2. The Union agrees that neither it nor any of its officers or members will intimidate or coerce any employee into membership in the Union.

Article III

MAINTENANCE OF MEMBERSHIP

Section 1. All employees who on ..... (Date) were members of the Union in good standing in accordance with the constitution and by-laws of the Union and those employees who may hereafter become members shall as a condition of employment remain members of the Union in good standing during the life of this agreement.

Article IV

SENIORITY

Section 1. For the purpose of this agreement (except as hereinafter in this article provided) the seniority of any employee shall be measured by the total length of his service with the Company, unless his service shall be broken by one or more of the following events, in which case it shall be measured by the length of his service subsequent to the last such break in his service:

(a) His voluntary resignation from the Company.
(b) If he is discharged for just cause.
(c) His failure while laid off to answer a recall to work within ten (10) days after the mailing to him, as evidenced by dated post office receipt, of such notice of recall unless such failure is excused on account of sickness or other cause satisfactory to the Company and the Union.
(d) If he is absent for three consecutive working days without notifying the Company.

Section 2. For the purpose of the following applications, seniority shall be determined by the individual's length of service with the Company and his ability to do the work required.

(a) Employees' seniority shall date from their employment with the Company or from the last date of re-employment if terminated pursuant to section (1) of this article.

(b) Employees transferred to another department or promoted to a higher classification shall be advanced in order of seniority and may be given thirty (30) days to qualify for such work. However, any employee may decline to accept advancement if he so elects. Also, if the Company feels that a longer trial period is necessary, it may be extended to a maximum of sixty (60) days.

(c) In case of layoffs or recalls to work in the Maintenance Department there shall be considered the seniority of only the employees within the job classification, the work force of which is to be decreased or increased. In case of general layoffs or recalls to work in all other departments, plant seniority shall govern. In case of temporary layoffs, not to exceed two weeks, department seniority shall govern.

(d) No new employee will be hired to perform any work until such work has been offered to laid-off employees who are qualified to perform such work. Recalls shall be made in accordance with the principle of seniority, and the individual recalled shall be paid the prevailing rate for the job.

SECTION 3. With respect to layoffs and recalls to work, those employees who at such times shall be Leadmen, Union Committeemen, or Union Stewards shall each be deemed to have a record of unbroken service with the Company of one day more than that of any other employee of the Company represented by the Union.

SECTION 4. In the demotion, promotion, layoff, recall to work, or transfer of employees, seniority shall govern except that during the first thirty (30) days of employment any new employee, or any employee rehired after a break in service, shall be regarded as a probationary employee and subject to being discharged or laid off for any cause whatsoever at the exclusive discretion of the Company. If the Company feels that a longer trial period is necessary, it may be extended to a maximum of sixty (60) days.

SECTION 5. When vacancies occur, employees shall be given preference in accordance with their seniority, ability considered.

When Grade 4 or higher classification vacancies occur, they shall be posted on the bulletin boards for at least three days.

Five days' notice shall be posted on all bulletin boards in case of a general layoff, unless otherwise agreed to between the Union and the Company.

SECTION 6. The Company will furnish the Union thirty days after the signing of this agreement, and every six months thereafter, with a list of employees showing their length of service in the plant and department, and this list may be challenged by the Union within thirty days. If there are no corrections, it will then stand as mutually approved and be posted.

SECTION 7. In case of reduction of forces in any department, employees will be permitted to transfer back to the department in which they

worked before, at the rate for such department in order of retrogression. If as a result of such reduction of forces an employee is transferred back to the department in which he worked previously, he will be credited in his former department with all seniority which he had when he left it plus all seniority which he accumulated since that time. Employees who have only worked in one department or whose previous department has been abolished will, whenever possible, be permitted to transfer to a job in another department for which they are qualified.

If an employee is removed from a department for a just cause, he shall not return to his former department unless mutually agreed to between the Company and the Union.

Article V

LEAVE OF ABSENCE

Section 1. When the requirements of the service will permit, an employee will be granted leave of absence for the following reasons, namely: Official union business, personal illness (14 weeks), disability (14 weeks), or for any other just cause (30 days).

Section 2. Requests for leave of absence must be made in duplicate in writing to be presented to the Department Head and approved by his supervisor. The Personnel Department will refer one copy to the Shop Committee. Seniority shall accumulate during all leaves of absence provided for above.

Section 3. Upon termination of his leave of absence an employee upon application will be reinstated in his former or an equivalent position, his seniority status permitting, and will be paid the prevailing rate for the work performed.

Section 4. An employee while on leave of absence who engages in other work will forfeit his seniority unless agreed to between the Company and the Union.

Article VI

MILITARY SERVICE

Section 1. During the National Emergency, an employee having immediately entered active service with the Armed Forces, after being employed for 60 days or more, shall accumulate service standing while so engaged and, as far as economic conditions will permit, such employee will be returned to work if he reports within 60 days after his honorable discharge from active duty. Any dispute relating to the re-employment of ex-servicemen is to be handled by regular grievance and arbitration procedure as provided for under this agreement.

Section 2. The employer will make every reasonable effort to place employees who may have become handicapped during such absence.

ARTICLE VII

DISCHARGES

SECTION 1. In the event of discharge of an employee, he shall be given a plain and logical reason in writing. If the employee feels that he has been unjustly treated, a written complaint must be filed with the Personnel Department within five working days. If upon joint investigation the employee's complaints are justified, he shall be restored at his old rate and compensated for the time he has been out of work.

ARTICLE VIII

RATES OF PAY AND CLASSIFICATIONS

SECTION 1. Existing rates of pay and classifications shall remain in effect unless they are changed by mutual agreement between the Company and the Union and embodied in this agreement by appropriate amendment.

SECTION 2. Any employee transferred at the Company's convenience to a higher rated or lower rated job shall receive either his regular rate or the rate applicable to the job, whichever is higher. If the employee requests a transfer, or accepts a transfer rather than a layoff, he shall receive the rate of pay for which he can qualify in the department to which he is transferred.

SECTION 3. It is understood that, where feasible, incentive plans can be set up if mutually agreed to between the Company and the Union.

ARTICLE IX

MINIMUM PAY GUARANTEE

SECTION 1. Any employee reporting for work on a call back shall receive a minimum of four (4) hours' pay at the rate of time and one-half the regular rate. However, any employee reporting on a call back and leaving the job on his own initiative will receive compensation only for the time worked.

SECTION 2. Owing to lack of materials or other causes, conditions may arise whereby the Company will be unable to provide employment for some employees who otherwise are regularly employed. In such cases the Department Head of a department where such a condition arises will notify all those for whom no employment can be provided to not report for work until a stated time. Failure on the part of the Department Head so to notify excused absentees and those working not to report will result in those reporting for work being provided with at least four (4) hours' time.

ARTICLE X

NIGHT SHIFT BONUS

SECTION 1. There shall be a night shift bonus of 5¢ per hour for both the second and third shifts.

ARTICLE XI

OVERTIME

SECTION 1. For the purpose of computing rates of pay, the normal working day shall be 8 hours and a normal working week shall be 40 hours, and the normal work week shall begin on Saturday midnight.

SECTION 2. Straight time shall be paid for the first eight hours of work in any working day and for the first forty hours of work other than hours for which overtime has been paid in a regularly scheduled work week.

SECTION 3. For the duration of the war, the actual number of shifts and the starting time and actual hours of work in each shift shall be fixed from time to time by the employer after agreement with the Union with respect thereto.

SECTION 4. The Union will not claim any overtime for any of its members unless the individual's claim is supported by an overtime authorization signed by the qualified Department Head.

SECTION 5. In accordance with the Executive Order of the President of the United States, dated September 9, 1942, until the termination of the war, Saturday and Sunday shall be treated as ordinary working days and time and one-half or double time shall not be paid for work done on these days when they fall within the forty (40)-hour week. During this period overtime shall be paid as follows:

A. Time and one-half shall be paid for all time worked in excess of eight (8) hours in any one day and for all time worked in excess of forty (40) hours in any seven-day work week for which overtime has not previously been earned. Time and one-half shall be paid for work performed on the sixth day worked in any regularly scheduled work week.

B. Time and one-half shall be paid for work performed on the following holidays: New Year's Day, Labor Day, Thanksgiving Day, Fourth of July, Memorial Day, Christmas Day, except when such holidays fall on the seventh consecutive day in a work week, in which case double time shall be paid, as provided in paragraph C, below.

C. Double time shall be paid for all work performed on the seventh consecutive day of work during the work week.

D. The following days will be considered days worked for the purpose of computing premium payments for the sixth and seventh days of work in the work week.

(1) Any holiday listed in (B) above during which there is no work.

(2) The full day if an employee reports for work and is sent home by the employer at any time during the day, or if an employee is permitted to go home because he is ill or because of injury on the job or if an employee has been instructed by the employer not to report for work providing it is not caused by reasons beyond the Company control.

SECTION 6. By agreement, in the event that any interpretation or amendment of the aforesaid Executive Order should be made by the President of the United States, the Secretary of Labor, or any other duly authorized governmental agency, such interpretation or amendment shall be deemed to be part of this contract.

SECTION 7. When it becomes necessary for employees to work overtime, they shall not be laid off during regular working hours to equalize the time. Overtime will be distributed equally, adaptability of employees to do the work to be considered.

SECTION 8. Any employee working in the capacity of a leadman shall receive 10¢ per hour more than the highest classification for which he can qualify in his department.

ARTICLE XII

VACATIONS

SECTION 1. After an employee has completed one year of work, he is entitled to one week of vacation with pay. When he has completed the successive second, third, and fourth years of continuous service, he is entitled to one week of vacation with pay. After completion of five years or more of work, the employee is entitled to two weeks of paid vacation each year.

SECTION 2. For the purpose of determining whether the employee has worked he shall be given credit for having worked eight (8) hours on each day of authorized absence, i.e., if any employee reports for work and is sent home by the employer at any time during the day, or if an employee is permitted to go home because he is ill or because of an injury on the job or if an employee has been instructed by the employer not to report for work, except in case of a general layoff.

SECTION 3. Employees entering military service, having worked six months or more, shall receive one week's vacation or payment in lieu thereof.

ARTICLE XIII

GRIEVANCE PROCEDURE

SECTION 1. The Union shall set up a Shop Stewardship System and the Shop Stewards shall be recognized by the Employer. There shall be one Shop Steward for each 100 employees covered by this contract and major fraction thereof. A Steward shall be a member in good standing of Lodge . (No.) for at least one year, in accordance with the Union Constitution. The Union will notify the Company of its officers and Shop Stewards and will keep the Company posted of any changes.

SECTION 2. There shall be a Shop Committee of five members selected from the Stewards. A Shop Steward will not be transferred from one department to another unless such transfer is mutually agreed to by the Union and by the Company.

A. The members of the Shop Committee shall be afforded upon reasonable notice in advance to their respective Department Heads such time off with pay as may be required:

(1) To attend regularly scheduled meetings of the Shop Committee with Management.

(2) To attend meetings of the Shop Committee with Management per-

taining to discharges or to other matters such as cannot reasonably be delayed until the next regular meeting of the Union-Management Committee.

(3) For the Shop Committee Chairman or the Chief Union Steward or their accredited representative to confer with any employee of the Company of any department at any reasonable time for the purpose of transacting legitimate business of the Committee provided that suitable notice in advance shall be given to and permission obtained from their respective Department Head and from the head of any department to be visited.

B. The Shop Committee shall hold regular meetings with Management at least once every week, provided that there are matters to be discussed, and such special meetings as from time to time may become necessary, and either the Union or the Company shall have the right to request the presence at any meeting of the Representative of the Union, provided only that the party making such request shall notify the other party thereof at least 24 hours before the holding of such meeting.

SECTION 3. Should any employee feel that he has been unjustly treated or should any provision of this agreement have been violated, an earnest effort shall be made to adjust this grievance and/or the alleged agreement violation promptly and in the following manner:

A. A grievance shall in the first instance be taken up with the Department Head.

(1) After the grievance has been stated and a satisfactory decision is not immediately reached, either party may request the presence of the department Union Steward.

(2) If said grievance or agreement violation is not settled within 24 hours, it shall be presented in writing, on forms provided therefor, to the Area Shop Steward, who will endeavor to settle such grievance or agreement violation with the Department Head and Division Head.

(3) If a settlement cannot be reached within another 24 hours, the said dispute shall be referred to the Chairman of the Shop Committee, who will handle the matter by appointment with the Superintendent or his assistant in his office. If no settlement can be reached within another 24 hours, the grievance will be presented by the Chairman of the Shop Committee to the Personnel Office, which office will make every effort to reach an adjustment within another 24 hours.

(4) If unable to reach a satisfactory adjustment, the Committee and their duly accredited representative shall confer with a designated official of the Company at an arranged meeting.

(5) Failure to reach an adjustment within an additional 48 hours, the matter shall then be referred to the arbitration board, whose decision shall be final and binding on both parties. The arbitration board of two members appointed by the Union and two members appointed by the Management shall be employees of the Company, and they are to make every effort to adjust the grievance. Failure to arrive at an adjustment within two working days, a fifth party shall be selected by

the Department of Labor and/or United States Department of Labor Conciliation Service.

ARTICLE XIV

SHOP CONDITIONS

SECTION 1. Safe and healthful working conditions in the plant are looked upon as a mutual responsibility of all employees and the employer. The shop committee and the Company shall coöperate in enforcing provisions for the safety and general welfare of all employees throughout the shop. The Company agrees to maintain ample first-aid facilities, with competent attendants in charge.

SECTION 2. Emery wheels will be kept true and in a safe condition. Men using emery wheels shall be furnished with safety glasses of nonbreakable quality. Proper light will be provided on all emery wheels.

SECTION 3. Employees shall not be exposed to sand blast, paint spray, or buffers. Proper equipment is to be furnished.

SECTION 4. Employees shall be protected from electric welding rays by the use of proper shields or screens.

SECTION 5. All electric switches on machines shall be located so that the operator can reach them without delay in case of emergency. Only regularly assigned operators shall operate saws and machinery except in case of emergency and then only employees who are familiar with the machines, unless under the supervision of an instructor or a supervisor.

SECTION 6. Employees shall coöperate with the Company to keep the shop in a safe, clean, and sanitary condition.

SECTION 7. Employees violating regulations as to shop conditions fixed in this agreement or other rules published by the Company shall be subject to discipline or discharge.

SECTION 8. The paint department and other departments where fumes such as cyanamide, etc., are used shall be provided with proper ventilation.

SECTION 9. The plant shall be properly ventilated, lighted, and heated to insure safe and healthful conditions for employees properly to perform their duties.

SECTION 10. All other shop conditions that may come up from time to time are to be referred to the Company Safety Department.

SUPPLEMENT TO THE CONTRACT

It is agreed that the plant protection force will be included under the present contract with .... (Union) .... and that they will be represented by this local.

It is understood that for the duration of the war this agreement is in all respects subject to the provisions of the directives of the War Department concerning military organization of the plant guard forces (letter, the Adjutant General's Office, AG.231, 43 (7-2-42) MS-SPAAM-M, and circular No. 15, Headquarters, Army Service Forces, March 17, 1943, subject "Auxiliary Military Police," and any amendments thereto), and that

nothing contained in this agreement will be construed in any way to interfere with the organization, efficiency, training, and control by the War Department of the Company guard force as an Auxiliary to the Military Police, abrogate, or interfere with the duties, responsibilities, and rights imposed by the War Department upon any employee in such Auxiliary Military Police.

Special Provisions for Plant Protection Employees

Article I

RECOGNITION

Section 1. The Company agrees that none but guards shall be assigned to regularly established guard posts except that other employees may be temporarily assigned to such guard posts in an emergency when the guards are not immediately available.

Article II

DAYS OFF

Section 1. Each guard or plant protection employee shall have a minimum of one (1) day off in every week.

Section 2. Each employee shall be assigned his day or days off in accordance with seniority, which may fall on Sunday or any other day of the week.

Article III

REPRESENTATION

Section 1. There shall be two Union members selected from the plant protection force to act as Stewards.

Article IV

GENERAL PROVISIONS

Section 1. The Company will supply the Union with space on official bulletin boards for the posting of Union meetings and other routine business notices, but all information posted by the Union must first be approved by the President and/or the Chairman of the Union Committee and also the Superintendent's Office.

Section 2. The Company agrees to continue to furnish for the duration of the agreement all employee tools and equipment that are now being furnished by the Company, and, when possible, shall buy all tools and equipment of major importance as would be necessary for more economical and higher quality production. The employees agree to use and protect these Company tools as if they were their own. It is further agreed that the employee will purchase and maintain such tools as they were required to have in the past.

SECTION 3. Time will be figured on a one-tenth-hour basis and the employee will be penalized by deductions from his working time as many one-tenth-hour periods as are necessary to cover the individual's lateness.

SECTION 4. Supervisors shall act in supervisory capacity only and they shall not perform production work instead of hiring workers at any time. However, the superintendent or other supervisors may perform necessary experimental, special mechanical, instructional, or other research work deemed necessary by the Company for the betterment of the product.

SECTION 5. The Company or Union will make no rules or regulations which conflict with the terms of this agreement.

SECTION 6. It is mutually agreed that there will be no smoking in the shop during working hours except during the scheduled rest and lunch periods and then only in the designated areas.

SECTION 7. The first day worked in the regularly scheduled work week will determine the individual's shift for that week.

This agreement shall remain in effect until . . (Date) . . . and thereafter shall be automatically renewed from year to year unless at least thirty days prior to any yearly period either party shall serve upon the other written notice that it does not want to renew the agreement or that it desires to make changes thereto and specifies such changes.

In the event that negotiations fail to result in an agreement on or before . . . (Date) . . , this agreement shall remain in full force and effect until the execution of a new agreement. If, however, the parties fail to arrive at a satisfactory agreement within thirty days after the expiration of this agreement, the questions still in dispute shall immediately be disposed of in accordance with the National War Labor Board Airframe Panel, Washington, D. C.

SIGNED THIS DAY OF . . . . , ...

COMPANY

BY . .

COMMITTEE:

. . . . . .

. . . . . .

. . . . . UNION

BY. . . .

A Textile Company Agreement

AGREEMENT made this . . . . . day of . . . . . , ... by and between . . . . . , a . . . . . company, (hereinafter referred to as the "Employer"), and . . . . . , affiliated with . . . . . , (hereinafter referred to as the "Union"):

ARTICLE I

PURPOSE

It is the intent and purpose of the parties hereto that this agreement will promote and improve industrial and harmonious economic relationships between the members of the Union and the Employer and to set forth herein the basic agreement between the Employer and the Union, as to rates of pay, hours of work, and conditions of employment to be observed between the parties hereto. The term "employee" as used in this agreement shall include all production and maintenance employees, watchmen, plant clerical employees, and leadmen employed by the Employer at its plant located at . . . . . but exclude the general office employees or any supervisory employees.

The Union recognizes the responsibilities imposed upon it as the bargaining agent of the employees and realizes that in order to provide maximum opportunities for continuing employment, good working conditions, and wages, the Company must be in a strong market position, which means it must produce at the lowest possible costs consistent with fair labor standards. The Union, through its bargaining position, assumes a joint responsibility in the attainment of these goals. The Union, therefore, agrees that it will coöperate with the Company and support its efforts to obtain a full day's work on the part of the employees while such is available; that it actively will combat practices which restrict production. It further agrees that it will support the Company in its efforts to eliminate waste in production, to increase the efficiency of production, conserve materials and supplies, improve the quality of workmanship, and strengthen good will between the Employer, the Union, the employees, the customers, and the public.

ARTICLE II

RECOGNITION

The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all those employees of the Employer covered by the definition of employee contained in Article I hereof.

ARTICLE III

INTERMEDIARIES

The Employer will carry on all normal relations with the Union through the accredited shop chairman of the same and adjust, as far as possible, all grievances through the shop committee and the shop chairman.

The Employer shall grant access to the office of the plant to Union representatives including the shop chairman or vice shop chairman upon presentation of proper credentials to transact any official business.

ARTICLE IV

UNION SECURITY

All employees who, fifteen days after posting of the first list of Union members, as hereinafter provided for, are members of the Union in good standing in accordance with the constitution and by-laws of the Union, and those employees who may thereafter become members, shall during the life of the Agreement, as a condition of employment, remain members in good standing.

The Union shall promptly furnish to the Company a notarized list of members in good standing as of the date list is furnished, which shall immediately be posted by the Company for inspection of all employees covered by this Agreement. Any employee whose name is included in said list and who asserts that he is not a member of the Union in good standing, or wishes to withdraw from membership in the Union, should notify the Union and the Personnel Manager of the plant of his assertion or withdrawal.

Fifteen days after the date of the posting of the first list hereinabove provided for, the Union shall promptly furnish to the Company a notarized list of the members in good standing. If any employee named on the second list, being that list which is furnished to the Company, asserts that he withdrew from membership in the Union prior to that date and a dispute arises, the assertion or dispute shall be adjudicated by arbitration as herein provided.

The Union agrees that neither it nor any of its officers or members shall intimidate or coerce employees into membership in the Union. The Company also agrees that neither it nor any of its representatives will intimidate or coerce the employees against the Union or discharge employees for joining the Union or maintaining their membership in the Union. If any dispute arises as to whether there has been any violation of this pledge on the part of the Union and the Company, or whether an employee affected by this clause has been deprived of good standing in any way contrary to the constitution and by-laws of the Union, the dispute shall be submitted for final determination to an arbitrator.

The Employer shall have the right to hire new employees freely in the open market. Such new employees must after a period of four weeks, as a condition of their continued employment by the Employer, become members of the Union and remain members in good standing during the term of this agreement. The Union agrees that it will admit into membership all such employees without placing upon such employees any unusual restriction.

Any violation of this clause shall be deemed to be a grievance to be handled in accordance with the grievance machinery hereinafter set forth.

ARTICLE V

CHECK-OFF

The Union, as collective bargaining agent on behalf of each and every one of its members, hereby authorizes the Company, and the Company

agrees, to deduct from the pay of members of the Union an amount equal to regular dues and regular initiation fees during the time that the Union acts as the collective bargaining agency for the employees of the Company and to remit such deductions periodically to the Union or its designee, whose receipt shall be good and sufficient evidence of payment by the Company of such portion of each member's wages.

ARTICLE VI
ADJUSTMENT OF GRIEVANCES

The following shall not constitute grievances under this article:
(1) Methods of production, processing, new products, and developments and installation of machinery and equipment. However, the resulting effect of these on working conditions, rates of pay, and hours of work may be the subject of grievance.
(2) General policy with respect to handling of payrolls.
(3) General wage increase for employees.

Should an employee have any grievance, an earnest effort shall be made to adjust such grievance immediately in the following manner:

Step No. 1: Between a member or members of the Shop Committee, accompanied by the aggrieved employee in the case of an individual grievance, and the Foreman of the Department.

Before taking the next step, the grievance, with a brief statement of the facts, shall be reduced to writing by the Union and two copies thereof delivered to the Division Superintendent at least two (2) days before the next step is taken.

Step No. 2: Between a member or members of the Shop Committee or the Business Agent designated by the Union and the Division Superintendent.

Step No. 3: Between a member or members of the Shop Committee or the Business Agent designated by the Union and the Plant Superintendent.

Step No. 4: Between the representatives of the national organization of the Union and the representatives of the Employer.

Step No. 5: In the event the grievance shall not have been satisfactorily adjusted within two (2) weeks after notice in writing as set forth in Step No. 1, the matter shall then be referred to arbitration as hereinafter provided in Article VII.

The Business Agent and the duly accredited representatives of the Union shall have access to the plant during working hours for the purpose of investigating grievances. The Business Agent shall notify the Plant Manager when he goes into the Plant and to which department he has been called.

The Shop Committee shall be designated by the Union, but is not to exceed six members. The Shop Committee and Stewards shall be afforded such time off as may be required to transact the business of the Shop Committee. They shall be paid the compensation which they would normally have received that day if they had not been taken off their normal work shift. They shall not be paid for time beyond their normal work shift.

Article VII

ARBITRATION

Any grievance which is not satisfactorily adjusted after the initiation of conferences under Step No. 4 of Article VI of this agreement shall be promptly referred to arbitration as follows:

The parties shall designate a mutually satisfactory arbitrator and in the event the parties shall fail to agree upon the arbitrator within three (3) days after arbitration is requested in writing by either party, then the Voluntary Industrial Arbitration Tribunal of the American Arbitration Association shall, at the request of either party, appoint an arbitrator who shall conduct the arbitration under the rules of the American Arbitration Association. The arbitrator shall hear the matter in dispute as expeditiously as possible and render the decision thereon in writing. The decision or award of the arbitrator shall be final and conclusively binding on the parties. The compensation and expenses incident to the services of the arbitrator shall be shared equally by the Employer and the Union.

Article VIII

DISCHARGE

The Employer has the right to discharge employees. Where the local Union feels that the discharge was made for unjust cause, it shall have the right to submit the question of the discharge to the Grievance Procedure.

(a) In entering a grievance for the reason of discharge, the local Union must submit its grievance in writing to the discharged employee's foreman within five days of the date of discharge and receive from the foreman a signed and dated receipt for submission thereof.

(b) Every effort must be made by both the Company and the local Union to settle such a grievance resulting from discharge within one week's time from the date of written submission of such grievance. Such a grievance if not settled within the one (1)-week period shall then be submitted to arbitration.

(c) In the event it is necessary to arbitrate such a discharge, the award or decision must be rendered by the arbitrator within one week after the selection of the arbitrator.

(d) Should the appeal be sustained, the Company shall reinstate the employee with the full compensation that he would have earned on his job had he not been discharged, excepting that in no event shall retroactive wages exceed more than three full weeks' pay.

(e) There shall be no strike, lockout, or stoppage during negotiations of the arbitration. However, where an employer fails to carry out the decision of the arbitrator within five days from the date of the award and the date of notice to said employer, the Union shall have the right to call a strike in the premises, or to commence such suits as may be necessary to enforce said decision.

(f) Saturdays, Sundays, and holidays are not to be included in any of the time limits set forth in this entire paragraph.

Article IX

SENIORITY

All workers retained in the employ of the Company for three months, with the exception of part-time workers, shall be on the Seniority List. Seniority will be based on the first day of employment with the Company as follows:

The first one hired shall be the last one laid off.

The last one laid off shall be the first one rehired.

Seniority will be by Divisions in cases of promotions and plant-wide in layoffs and recalls. Divisions are: . . . . . , ... , ... Promotions will be based upon seniority, qualifications as defined herein being equal. The word "qualifications" as used in this article includes the factors of ability, efficiency, skill, knowledge, training, physical fitness, responsibility, and integrity. It is understood that these factors shall be at the discretion of Management. However, in cases where the Union does not agree that the Company has made the correct decision as to the individual's qualifications, the disagreement may be submitted as a grievance as outlined in Article VI. In case a department is shut down and an employee is transferred from one department to another, he shall take such work as is available at the classified rate of pay for the job. Nothing in this agreement is to be construed that employees on skilled or semi-skilled jobs are to be replaced by incoming seniors.

The Company will furnish to the Union a complete seniority list.

Seniority is lost by:

a. Resignation.

b. Discharge.

c. Layoffs for more than 12 months.

d. Failure to report to work within seven working days when recalled to work by written notice, copies of which shall be forwarded to the Union, unless satisfactory explanation is made to and accepted by the Company.

e. Failure to accept re-employment, provided such employment is not beyond the individual's capabilities and the individual is not prevented because of sickness, disability, or other condition beyond his control.

Article X

RATE OF PAY

The rates of pay for each job classification to be effective during the term of this agreement, subject to the War Labor Board's approval of the Company's agreement to put into effect retroactive to . . . (Date) . . , a general wage increase of five cents (5¢) per hour, are attached to and made a part of this agreement.

Every new employee shall be hired at a rate of five cents (5¢) per

hour lower than the regular job rate and remain at that lower rate until Management elects to pay him the regular job rate, provided, however, the regular job rate be given within three (3) months. Every employee is on a probationary period of three (3) months, during which period he is considered as a temporary employee and has no seniority and may be laid off for any reason during his probationary period without recourse to the Grievance Procedure. At the end of three months, however, he is considered as a permanent employee and his seniority dates back to the date he was employed at the . (Location) . . . . plant.

It is agreed that there shall be equal pay for equal work, regardless of sex or age. When a person is reinstated by the Company and is put on a job that was formerly performed by one employee, but which due to the use of female or substandard help was subsequently performed by more than one, only one employee is to be put on that job and he is to perform all the work that was formerly performed on that job, provided that the conditions affecting the job have not materially changed.

In no event can there be a decrease in the established wage rate for a particular job classification for the duration of this agreement, except as a result of a job re-evaluation; provided, however, that in case a job is re-evaluated at a lower rate of pay, the employee presently working on that job shall receive no reduction in wage rate.

Article XI

RECLASSIFICATION

Upon the presentation of evidence by the Union Committee that the conditions affecting an individual job classification are substantially changed to the extent that in their opinion a reclassification is necessary, the Committee may request that the Division Superintendent have such job reclassified. The Division Superintendent shall then determine whether conditions affecting an individual job classification are actually substantially changed to the extent that a reclassification is necessary. If the Division Superintendent accepts the evidence of the Union Committee, he shall then submit the matter to a committee on reclassification consisting of three members from Management and three members from the Union, who shall jointly reclassify the job. If the Division Superintendent and the Union Committee do not reach an agreement as to whether a job should be reclassified or as to the results of the reclassification, the question may be submitted as a grievance to Step No. 4 of the Grievance Procedure.

Likewise, the Management reserves the right to reclassify individual jobs if, in its opinion, the conditions affecting the job have changed.

Article XII

TEMPORARY TRANSFERS

The Employer agrees that when a worker is temporarily transferred from one operation to another, he shall retain that classification which calls for the higher rate of pay for such time as he works on that job.

ARTICLE XIII

WORK WEEK AND WORK DAY

The work week shall commence on Monday at 7 A.M. and shall continue for a period of seven consecutive days. The work day shall commence at 7 o'clock in the morning and end at 7 o'clock in the morning the next day. Forty hours shall be deemed to be the normal weekly working schedule and eight hours shall be deemed to be the normal daily working day schedule.

Time and one-half shall be paid for time worked in excess of forty hours in the working week less all time for which daily or other overtime has been earned. All work in excess of eight hours in any one work day shall be paid for at time and one-half the regular rate of pay. All work in excess of eight hours in any one continuous working period shall be paid for at time and one-half the regular rate of pay except that when irregular or broken shifts are worked, overtime rate shall apply only directly before the regular starting time and directly after the regular quitting time of the shift on which the employee is regularly employed.

Any work performed on the 6th day worked in the work week shall be paid for at the rate of time and one-half. Any work performed on the 7th day worked in the work week shall be paid for at the rate of double time.

For purposes of calculating the sixth (6th) and seventh (7th) day worked within each work week, the following shall be considered a day worked:

1. A day in which an employee reports for work on his regularly scheduled working day but is not put to work or does not complete his normal day's work.
2. Holidays recognized by this Agreement which fall in the work week and are not worked.
3. A regularly scheduled working day which is not worked due to notification from the Company after the employee has left the plant on the previous day.
4. A regularly scheduled working day not worked on which an employee is summoned to appear before Selective Service, Jury Duty, War Manpower Commission, or similar governmental agency.

Work performed directly prior to the normal shift is to be considered as work performed on the day on which the normal shift falls, even though this work may have actually been performed on the previous day, where such work is of a warm-up nature or at the employee's request.

Lunch periods without pay will be 30 minutes or more as decided by Management except in cases of operations which in the opinion of Management should be continuous operations, in which case the lunch period will be 20 minutes with pay. Employees leaving the plant during the lunch periods must punch time clocks. The Management will provide rest periods of 10 minutes with pay for each complete four-hour period of work. Where wash-up time is required, the Division Superintendent and the Union delegate will work out a wash-up period, but under no circumstances is this to exceed 15 minutes.

In the event that an employee is required to report for work, he shall receive the opportunity to perform at least four hours of work at his regular rate of pay or, lacking four hours' work, four hours' pay, except when the Company is prevented from giving him such employment by virtue of explosions, fire, flood, and tornadoes. Those on the third shift shall, however, receive the opportunity to perform at least eight hours' work at their regular rate of pay, or, lacking eight hours of work, four hours' pay in lieu thereof.

The Employer agrees that there will be no split shifts. Split shift is defined as an arrangement of working hours in which an employee, before completing his regular shift, is ordered to stop work and return to work after that day for the purpose of completing his shift.

Article XIV

HOLIDAYS

The parties have agreed that the question of six holidays with pay will be referred as a dispute case to the War Labor Board and have agreed that they will be bound by the determination of the War Labor Board upon this issue. When and if the War Labor Board makes a determination of this issue, this contract shall be amended to include the recommendations of the War Labor Board with reference thereto.

Article XV

VACATION POLICY

The following schedule will determine the vacation allowance to full-time employees having less than one year's service as of June 1st of each year:

Any Employee Who Commences Work for the Company Between:	*Shall be Eligible for the Vacation Listed Below as of the Following June 1st:*
December 2 through May 31	None.
October 2 through December 1	2 days at 16 hours of pay.
August 2 through October 1	3 days at 24 hours of pay.
June 2 through August 1	4 days at 32 hours of pay.

A full-time employee who, as of June 1st, has one but less than five years' continuous service with the Company shall have one week's vacation at 40 hours of pay. A full-time employee who as of June 1st of each year has five or more years of continuous service with the Company shall have two weeks' vacation at 80 hours of pay.

An employee who is eligible for a vacation as set forth above, but terminates his service with the Company prior to taking his vacation, shall receive the vacation pay he was entitled to but had not taken as of the preceding eligibility date, June 1st. No vacation pay will be allowed to an employee after terminating his service with the Company other than that to which he was entitled on the preceding June 1st but did not receive.

Vacation pay will be computed on the basis of the employee's straight-time base hourly rate of pay as of the eligibility date, June 1st.

Periods of vacation will be decided by Plant Management and will generally be granted at any time between June 1 and October 1 of each year with as much consideration as possible for the employee's desires and with consideration for the condition of the Company's business.

No single week of vacation shall be divided or split up except in an emergency or unusual circumstances.

Vacations cannot be carried over from one vacation year to another (June 1 to June 1).

An employee transferred from another plant or office of the Company to the . (Location) Plant will be given credit for his length of service elsewhere in the Company for the purpose of computing his vacation rights.

Article XVI

MILITARY SERVICE

Employees upon entering United States Military Service, Merchant Marine, or other governmental draft are eligible to receive the same vacation pay they would have received had they been able to continue in the employ of the Company. This shall apply only to the calendar year in which the employees enter such service.

In the event that a permanent full-time employee is called or volunteers for such Military Service or training, or is subjected to forced labor or other governmental draft, he shall accumulate seniority and be reinstated to a position of like status and rate of pay then in effect, provided that:

1. He does not take an intervening job between the time he leaves the employ of the Company and the time he is actually in the Armed Services, Merchant Marine, or governmental draft.
2. He does not take an intervening job between the date of his discharge and date of application for re-employment.
3. He applies for re-employment within ninety (90) days after the date of his discharge from the Armed Services.
4. He is honorably discharged from the Service.
5. Company circumstances have not changed so as to make it impossible or unreasonable to do so.
6. Work is available.
7. He has not voluntarily extended the period of his Military Service beyond his first opportunity for relief therefrom.
8. He does not volunteer or is not called into Military Service after the termination of the present war.

Article XVII

FACTORY CONDITIONS

The Employer agrees, with the assistance and coöperation of the workers, to maintain proper factory conditions in the plant at all times, insofar as it is feasible and consistent with operations.

ARTICLE XVIII

LEAVES OF ABSENCE

The Employer will grant leaves of absences to its employees when such are considered reasonable, including leaves of absences for Union business.

ARTICLE XIX

FOREMEN

It is expressly understood and agreed that foremen, employers, or anyone engaged in a supervisory capacity will not perform any work which will deprive a regular worker of work hours, with the exception, however, of experimental or temporary emergency work.

ARTICLE XX

BULLETIN BOARDS

Bulletin Boards will be made available to the Union by the Company for the posting of Union notices relating to meetings, dues, entertainment, and health. All notices are to be submitted to the Plant Manager or someone designated by him before being posted.

ARTICLE XXI

SHIFT DIFFERENTIALS

The Employer agrees to grant shift differentials in the following manner:

A. All employees on the Second Shift shall receive a five cents (5¢) per hour premium pay over and above their present pay rates.
B. All employees on the Third Shift shall receive a seven and one-half cents (7½¢) per hour premium pay over and above their present pay rates.
C. The scope of each shift shall be as follows:
   1. First Shift—from 7:00 in the morning to 5:00 in the afternoon.
   2. Second Shift—from 3:00 in the afternoon to 11:00 P.M.
   3. Third Shift—from 11:00 P.M. to 7:00 A.M.
D. Workers required to report after 12:59 P.M. shall be considered as Second Shift workers and shall be entitled to premium pay as hereinbefore set forth.

ARTICLE XXII

AMICABLE ADJUSTMENT

The Union and those it represents agree that it will not engage in, initiate, authorize, sanction, or support any strike, slowdown, or stoppage of work and the Employer agrees not to lock out any employee, or group of employees, as this agreement provides for the amicable adjustment of any and all differences, disputes, and grievances.

ARTICLE XXIII

CONTRACT TERM

This agreement shall continue for a period of one year from the date hereof. The agreement shall be deemed to be automatically renewed for a further term of one year, and yearly thereafter unless within a period of thirty days prior to the termination of any such yearly period either party notifies the other of its desire to modify, amend, or terminate the agreement. In the event of such a notice, the parties shall, with reasonable promptness, endeavor to negotiate the matters in dispute. The contract shall continue during such period of negotiations with the right on either side to serve a notice upon the other terminating the contract on thirty days' notice. All notices provided for in this article shall be by registered mail and shall be addressed to the Employer at its office in . . . . . and to the Union at its office at . . . . . .

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year above written.

. . . . . (Union) . . . . . .

. . . . . (Company) . . . . .

(Executive Vice President)

A Manufacturing Company Agreement (Engineering Department)

This agreement, made and entered into this 6th day of . . . . . , by and between Company, party of the first part (hereinafter referred to as the Company), and . . . . . , party of the second part (hereinafter referred to as the Union).

WITNESSETH:

Whereas, it is the purpose of this Agreement to provide orderly collective bargaining relations between the Company and the Union and to secure prompt and fair disposition of grievances.

Now, therefore, in consideration of the mutual promises herein contained, it is agreed as follows:

ARTICLE I

RECOGNITION

SECTION 1. The Company recognizes the Union as exclusive representative for the purpose of collective bargaining of all engineers, draftsmen, designers, and technicians in the Engineering Department of the Company at its Executive Offices in . (Location) . . . exclusive of clerical, maintenance, and all supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees or effectively recommend such action.

SECTION 2. The Company will not interfere with, restrain, or coerce the employees because of membership or lawful activity in the Union, nor will it by discrimination in respect to hire, tenure of employment, or any term or condition of employment, attempt to discourage membership in the Union.

SECTION 3. Neither the Union nor its members will intimidate or coerce any employee in respect to his right to work or in respect to Union activity or membership, and there shall be no solicitation of employees for Union membership or collection of dues on the Company's time or during working hours except as provided in Section 5 of this Article.

SECTION 4. There shall be no discrimination on the part of either Company or Union on account of the race, color, sex, national origin, or political or religious belief of any employee.

SECTION 5. The Company shall grant permission to the Union treasurer (or to any other official designated in his stead by the Union) to collect Union dues during working hours. A reasonable time shall be set aside twice monthly for this purpose which shall not exceed an aggregate of two (2) full days per month.

SECTION 6. The Company agrees to make use of the Union's employment service and to give the same consideration to applicants sent it by that service as is given to applicants from other sources.

ARTICLE II

SENIORITY

SECTION 1. Seniority shall be the relative status of employees in any occupational group in respect to length of service with the Company. Occupational groups shall be as indicated in Appendix A. Length of service shall be the total cumulative service with the Company unless seniority is lost for one of the reasons set forth herein.

SECTION 2. New employees shall be placed on the seniority list at the end of the probationary period for their classification indicated in Appendix A. Not more than seven (7) days' absence for any reason shall be credited for the purpose of computing the probationary period referred to above. A probationary employee may not compete his probationary period while absent. All probationary employees may be reclassified or dismissed at the discretion of the Company during the probationary period and such reclassifications and dismissals shall not be the subject of grievance, except in the case of a discriminatory discharge for Union activity. When an employee is placed on the seniority list, his seniority shall begin with the date of his employment with the Company.

SECTION 3. An employee shall lose his seniority for the following reasons only:

1. Voluntary quitting.
2. Discharge for proper cause.
3. Absence for three (3) consecutive working days without notifying his supervisor of the reason for his absence, (unless the giving of such notice is impractical) in which case the employee shall be considered to have quit voluntarily.

4. Failure to give notice as to when he will return to work after a layoff within five (5) days after the Company has mailed to the employee at his last-known address a notice to report for work; or failure to return to work within the time specified by the employee, which in no case shall be more than two (2) weeks after the date of the Company's notice to the employee.
5. Layoff for twenty-four (24) consecutive months.
6. Exceeding a leave of absence (unless granted an extension of time or prevented from returning by causes beyond his control), in which case the employee shall be considered to have quit voluntarily.
7. Engaging in gainful employment during a leave of absence (except where such leave is expressly granted for this purpose), in which case the employee shall be considered to have quit voluntarily.

SECTION 4. In the event an ex-employee, who has lost his seniority in the manner provided in subdivision (5) of Section 3 of this Article, is re-employed, he shall regain and be credited with his previously accumulated seniority after he has completed the probationary period listed in Appendix A for the classification in which he is re-employed.

SECTION 5. Union officers, group stewards, and Union Grievance Committee members shall, while serving as such, be deemed to have top seniority. The total number of men who shall enjoy such top seniority by virtue of this Article shall not exceed a ratio of one (1) man to every twenty-five (25) men employed. The number of employees entitled to such top seniority in connection with a layoff shall not exceed one (1) for each twenty-five (25) employees who shall remain after the layoff. In no case shall that number be less than five (5). The Union shall present the Company with a list of the names of such men, and will keep that list up to date at all times.

SECTION 6. The Company agrees that it will furnish the Union with a list of the Company's employees in the bargaining unit, the classifications in which they are employed, and such additional information as is necessary to establish correct seniority lists. Additional similar information will be furnished semi-annually.

SECTION 7. The following former employees are understood to be on leave of absence until six (6) months after the end of the present war:

(Names)

ARTICLE III

HOURS OF WORK

SECTION 1. The work week shall commence and end at 12:01 A.M. on Monday. The normal week shall consist of forty (40) hours composed of five (5) eight (8)-hour days scheduled from Monday to Friday inclusive. The Company may, however, whenever, in its opinion, the necessities of its business so require, schedule regular Saturday work for such group of its employees as may be required for a Saturday force.

SECTION 2. Employees covered by this Agreement shall, if required by the Company, work such overtime as may be necessary. One and one-half times the regular hourly rate shall be paid to employees whose

monthly base rate is $450 or less for all hours actually worked over eight (8) hours in any day or forty (40) hours in any work week. Twice the regular hourly rate shall be paid to employees whose monthly base rate is $450 or less for all hours worked on the seventh consecutive day of work in any work week. Whenever practicable, the Company shall give forty-eight (48) hours' notice to the employee before starting overtime and seventy-two (72) hours' notice for Sunday or holiday work.

SECTION 3. There shall be no pyramiding of overtime, holiday, or seventh consecutive day pay by reason of any of the provisions of this Agreement.

SECTION 4. When less than twenty-four (24) hours' notice is given to an employee who is required to work overtime later than 7:00 P.M., a supper allowance of One Dollar ($1.00) shall be paid in addition to any overtime compensation provided for herein.

SECTION 5. Whenever, by written agreement between the Company and the Union, it is decided to work over eight (8) hours on certain days in lieu of work during regular working hours on other days in the same work week, the provisions of Article III, Section 2, that one and one-half times the regular hourly rate shall be paid for all hours actually worked over eight (8) hours in any day shall not be effective for those hours which are worked in lieu of regular working hours. The provision of Article VI, Section 1, that payment during absence shall be limited to eight (8) hours for any day shall not apply to those days on which additional hours are worked in lieu of regular working hours. If an employee is absent on such a day and receives pay therefor, there shall be charged against his sick leave one (1) day plus one-eighth (1/8) of a day for each hour he would have worked pursuant to an agreement made under this Section.

ARTICLE IV

HOLIDAYS

SECTION 1. The following shall be considered holidays under this contract: New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Armistice Day, Thanksgiving Day, and Christmas Day.

SECTION 2. During the period when Executive Order No. 9240 is in effect, the following shall be considered holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. One and one-half times the regular hourly rate shall be paid for each hour worked on any of these days by employees whose monthly base rate is $450 or less.

SECTION 3. If employees are not required to work on a holiday, they shall be paid at their regular hourly rate for the regularly scheduled hours in the holiday with a maximum of eight (8) hours for any holiday.

ARTICLE V

VACATIONS

SECTION 1. All employees who have been in the employ of the Company for six (6) months' continuous service prior to May 1st in any year shall receive vacations of one (1) week for which they will receive at the time their vacations are taken their regular pay for the forty (40)-hour work week.

SECTION 2. All employees who have been in the employ of the Company for one (1) year's continuous service prior to May 1st in any year shall receive vacations of two (2) weeks for each of which they will receive at the time their vacations are taken their regular pay for the forty (40)-hour work week.

SECTION 3. Employees who have completed less than six (6) months' continuous service prior to May 1st in any year shall receive vacations on the basis of one (1) day for each full month of service completed prior to May 1st. Employees who have completed more than six (6) months' continuous service prior to May 1st in any year shall receive one week's vacation plus one (1) day for each full month of service completed over six (6) months but less than one (1) year. Payment shall be made at the time their vacations are taken and shall be at their regular forty (40)-hour rate for full weeks and on the basis of eight (8) hours at their regular hourly rate for each additional day.

SECTION 4. The Company shall have the exclusive right to fix the time at which an employee is to be granted a vacation, but will endeavor to arrange a schedule which will be in accord with the convenience and desires of the employees and will endeavor to give the employees at least two (2) weeks' advance notice of the period selected for their vacation. Insofar as practical all vacations will be scheduled between June 1st and September 30th. Seniority shall be considered in arranging the vacation schedule.

SECTION 5. During the present war and during other subsequent emergencies, the Company reserves the right to shorten vacations or eliminate them entirely. In such event, each employee whose monthly base rate is $450 or less shall be paid in lieu of his vacation the amount he would have received during his vacation as provided in Sections 1, 2, and 3 of this Article. Payment shall be made not later than October 1st.

SECTION 6. Each employee leaving the employ of the Company for any reason shall be paid for any vacation time due him on the previous May 1st and which has not been taken or paid for. Each employee who is laid off because of lack of work or who enters the Armed Services shall also be paid, at the time he leaves the Company, for any additional vacation time which has accrued since the previous May 1st. Payment will be made on the basis outlined in Section 3 of this Article.

ARTICLE VI

ABSENCE

SECTION 1. Employees shall be paid for time lost due to illness up to a maximum of twelve (12) working days in any year. Payment is contingent upon the employee's regular hourly rate and for the number of regularly scheduled hours he would have worked if not absent with a maximum of eight (8) hours for any day. The Company may pay for additional absence if, in its opinion, the conditions of individual cases so warrant. Seniority shall accumulate during such absence.

SECTION 2. Time off may be granted for personal reasons if permission has been obtained from the Company in advance or in case of death in the family. Seniority shall accumulate during such absence and payment shall be made if the employee agrees to include the absence as part of the sick leave provided for in Section 1 of this Article.

SECTION 3. Time off with pay shall be granted for jury duty, necessary trips to Draft Boards, and for up to two (2) hours on Election Day; provided, however, that the provision for time off upon Election Day shall not apply to a voter on the day of a primary election if there be two successive hours while the polls of such election are open in which he is not in the service of the Company. Seniority shall accumulate during such absence. Pay during such absence shall be at the employee's regular hourly rate and for the number of regularly scheduled hours he would have worked if not absent with a maximum of eight (8) hours for any day and forty (40) hours for any week.

SECTION 4. An employee elected to office in the Union requiring full-time employment shall be entitled to leave of absence for such purpose not to exceed one (1) year. Any employee taking a leave of absence for the above-mentioned purpose shall not be entitled to pay or any other rights or privileges of an employee of the Company during the period of his absence. The time such employee is away shall not be included in his length of service with the Company for any purpose hereunder; and, provided further, that this shall not apply to more than one employee during the contract year.

SECTION 5. Any employee other than a probationary employee who is inducted into active military service or who, until the end of the present war, volunteers in the Armed Services of the United States or in the Merchant Marine, shall be given a leave of absence without pay and shall accumulate seniority during such period of service. Each such employee shall be restored to his former position or a similar position at the then-prevailing rate of pay for such work provided that the employee:

1. Presents an honorable discharge; and
2. Makes application for re-employment within ninety (90) days after such completion of military service; and
3. Is mentally and physically capable of performing the duties of the position; and
4. The circumstances of the Company have not so changed as to make it impossible or unreasonable for it to re-employ the employee.

SECTION 6. If any employee applies for re-employment after military service and is found to be incapacitated to such a degree that he is unable to resume his former position, the Company will make every effort to provide a position suitable to such employee's capacity.

SECTION 7. An employee with one (1) year's continuous service immediately prior to leaving for military service shall, upon leaving for service in the present war, receive one month's pay at his regular base rate.

SECTION 8. The foregoing shall apply to both men and women employees.

ARTICLE VII

LAYOFFS AND REHIRING

SECTION 1. If it should become necessary to reduce the working force, the layoff shall, except as otherwise provided for in this Agreement, be in the reverse order of seniority in the occupational group; provided that the employees with the greater seniority have the ability to do the work in a satisfactory manner.

SECTION 2. Former employees who have seniority shall be offered re-employment in order of seniority at available work which they are qualified, able, and willing to do, and at the Company's then-prevailing rate of pay for such work.

SECTION 3. Employees (other than probationary employees) who are not eligible for severance pay under the Company's policy in effect at that time shall, whenever practicable, receive at least three (3) working days' notice of a layoff.

SECTION 4. Seniority shall not apply in layoffs or rehiring in the Senior Engineer and Associate Engineer classifications.

SECTION 5. Seniority may also be disregarded in layoff and rehiring up to a maximum, during any one-half of a calendar year, of ten (10) per cent of the number of employees in the occupational group laid off and rehired during that period, or one employee when ten (10) per cent is less than one employee.

SECTION 6. No employee covered by this Agreement shall be discharged for unsatisfactory work without first having received written warning as to his deficiency and a reasonable opportunity to improve his work. No warning need be given an employee before discharging him for any other proper cause.

SECTION 7. The Company agrees to make every effort to place such of its employees who are scheduled to be laid off in other classifications where work is available and the employees are qualified and willing to do the work.

SECTION 8. The Union shall be given notice of layoffs at the same time that the employees are notified.

ARTICLE VIII

GRIEVANCE PROCEDURE

SECTION 1. If an employee or group of employees shall have a grievance hereunder, it shall be taken up in the following manner:

Step 1. Between the employee affected, or, if desired, between his Union steward or a member of the Union Grievance Committee, and the employee's immediate supervisor.

Step 2. Between the employee affected, or, if desired, the Union Grievance Committee, and representatives of Management.

Step 3. Between the employee or the Chief Executive of the Union or his representative and the President of the Company or his representative.

SECTION 2. Grievances of employees shall be reduced to writing in triplicate on forms provided by the Company and shall be dated and signed by the Supervisor and by the employee or his Union representative. The supervisor shall insert in the appropriate place on the form his disposition of the matter and shall return one copy to the employee or Union representative, forward one copy to the Management of the Engineering Department of the Company, and retain one copy. He shall make such disposition by the close of the second working day following the presentation of the grievance.

All grievances in the first step shall be presented and answered in writing. It is agreed, however, that, when deemed necessary by the employee or Union representative, he may have a reasonable period on Company time to present the matter to his supervisor, and this time shall be considered as time worked in calculating his pay.

SECTION 3. Joint meetings of management and the Union Grievance Committee, which shall consist of three (3) members selected by the Union from among the employees, shall be held when necessary to deal with grievances which reach the second step of the grievance procedure. The representatives of the Company in the second step shall give a written decision on the grievance by the close of the fifth business day following such joint meeting. The Company will pay for the time of the members of the Grievance Committee while attending such meetings for a period of three (3) hours, not oftener than once a week if such time is required. This time shall be considered as time worked in calculating pay.

SECTION 4. The employee or the Union shall have the right, within fifteen (15) days after the decision of the Company in the second step of the grievance procedure, to request joint consideration of the grievance by the employee or the Chief Executive of the Union or his representative and the President of the Company or his representative, and it is agreed that they shall confer within fifteen (15) days after such request for the purpose of discussing the grievance and arriving at a fair and just decision thereof. If they cannot mutually agree on the settlement of the grievance, either party may submit the grievance for arbitration by the American Arbitration Association under its labor arbitration rules. The arbitrator shall not have the power to add to, subtract from, or modify the terms of this agreement or any agreement supplemental hereto.

SECTION 5. Whenever an employee presents a grievance to management without the assistance of a Union representative, the Company shall furnish the Union with a statement setting forth the name of the employee, nature of the grievance, and the manner of its disposition.

ARTICLE IX

PATENTS

The Company may exact and require, as a condition of employment or continued employment, the execution and delivery to it by any applicant for employment or employee, of an agreement in the form of Appendix B, attached hereto, and, in addition, the execution and delivery to it or to any of its customers of such agreement assigning or transferring to any customers of the Company part or all of the Company's rights under such agreements in the form of Appendix B as may be required by its customers.

ARTICLE X

PARTICIPATION IN COMPANY BENEFITS

There shall be no discrimination against the employees of the Engineering Department with respect to participation in any present or future benefits or privileges granted employees of the Company generally.

ARTICLE XI

DEFERMENT OF TECHNICAL MANPOWER

SECTION 1. During the present emergency and in keeping with the Government's policy of deferring technical men for essential war work, the Company shall notify the employees and keep them informed of its attitude toward their draft deferment.

SECTION 2. The Company shall review the employee's draft status at least six weeks before expiration of his deferment. If the Company considers an employee no longer essential and does not intend to request further deferment, or if the Company contemplates cancellation of deferment, the employee shall be given at least six weeks' notice before termination of cancellation of his deferment.

ARTICLE XII

BULLETIN BOARDS

The Company shall provide a reasonable number of bulletin boards within the offices of the Engineering Department for the purpose of posting non-controversial matter with respect to Union affairs. All notices shall be submitted to the Company at least twenty-four (24) hours before their proposed time of posting. Such notices shall be subject to the approval of the Company, and it will arrange for the posting.

ARTICLE XIII

STRIKES AND LOCKOUTS

There shall be no cessation of work due to strikes or lockouts during the period of this Agreement.

ARTICLE XIV

RATES OF PAY AND CLASSIFICATIONS

SECTION 1. During the term of this Agreement, the classifications of employees, occupational groups for the purpose of seniority, and salary ranges for the various classifications shall be those set forth in Appendix A, attached hereto. No employee shall have his present salary reduced because of the establishment of said salary ranges. No provision of this Agreement shall be construed to prohibit an increase in the salary paid to an employee by reason of merit, special ability, or training.

SECTION 2. The status of all employees covered by this Agreement shall be reviewed by the Company every six months in the months of May and November, for the purpose of granting salary increases for merit. In granting such merit increases, the Company shall be guided solely by merit and shall itself be the sole judge of merit. The Company, however, will welcome and give consideration to suggestions from the Union concerning the special qualifications of any employee.

SECTION 3. The Company shall review the classification status of its employees quarterly, in the months of February, May, August, and November in any year, for the purpose of promoting those eligible for higher classification. Immediately prior to these review periods the Union shall submit lists of those whom it deems eligible for promotion.

When an employee is promoted, he shall (except where his existing rate is higher) receive the monthly salary set opposite his new classification in Column II of the table below, subject to the following qualifications: If 115% of his existing monthly salary is less than the said amount shown in Column II, then he shall receive the rate set opposite his new classification in Column I of the table.

[The table of classifications and two columns giving salaries is omitted at the request of the parties to the agreement.]

SECTION 4. Classifications and the establishment of new classifications shall be subject to negotiations and agreement by and between the Union and the Company. In case of dispute, the Company may establish the new classification and the Union may treat the matter as a grievance. In the case of a new classification, the grievance must be filed within three working days after the classification is put into effect. If an adjustment is made, it shall be retroactive to the date on which the classification was put into effect.

SECTION 5. The weekly rate which shall be paid for the normal forty (40)-hour work week shall be determined by multiplying the basic monthly salary by twelve (12) and dividing by fifty-two (52). No de-

duction shall be made from the weekly rate because an employee may, during any period, be scheduled to work a work week of thirty-five (35) to forty (40) hours. The hourly rate shall be determined by dividing the weekly rate by forty (40).

SECTION 6. The rates specified in Appendix A shall apply to women employees as well as men.

SECTION 7. No employee may be reclassified to a position of lower rank and pay unless the Union shall give its consent, except in cases where an employee accepts such reclassification in lieu of layoff or in the case of employees who no longer have the necessary qualifications for the higher rank. The Company agrees not to use demotion as a disciplinary measure.

ARTICLE XV

DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for a period of one (1) year and thereafter from year to year until either party gives the other thirty (30) days' advance written notice of termination.

. . . . . (Company) . . . . . .

BY . . . . . .

. . . . . (Union) . . . . . .

BY . . . . . .

A Chemical Processing Company Agreement

This AGREEMENT, made this of . . . . , in the year of our Lord, one thousand nine hundred and . . . . . , by and between . (Company) . . , a corporation, party of the first part, referred to herein as the "Company" or as the "Employer," and (Union) . . . . , affiliated with . . . . . , party of the second part, referred to herein as the "Union."

WITNESSETH:

WHEREAS, the Company and the Union have bargained collectively and have arrived at and agreed upon certain terms and conditions of employment under which employees shall work for the Company.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, undertakings, and promises herein contained, and in consideration of other good and valuable considerations, it is hereby mutually agreed by and between the parties hereto as follows:

ARTICLE I

(A) The Company recognizes the Union as the sole and exclusive collective bargaining agency in respect to wages, hours, and other working conditions for all employees employed by the Company at its plant in . . . (Location) . . , whether said employees are employed regularly or temporarily, excluding, however, all persons employed in an executive

capacity, superintendents, chemists, and such clerical help in the plant and offices who work on a salary basis, and such foremen whose duties are primarily supervisory and who do not regularly work at production or maintenance.

(B) It is further agreed that this agreement shall also apply to all employees who may be employed by an independent contractor or lessee who may be engaged in performing any work of any operating or routine nature, under contract or lease, on behalf of the Company, at the plant in ..... (Location) . It is further agreed that whenever the Company enters into any such contract or lease that said independent contractor or lessee shall be bound in the same manner as though said independent contractor or lessee was actually one of the parties to the within agreement. Any property used by the Company in the (Location) area for storage purposes, if under the complete control of the Company, shall be manned by Company employees and shall be governed by the provisions of this contract.

(C) The Company agrees that it will require all of its employees at the Company's plant in . (Location) ...., as a condition precedent to their continued employment, to become and remain members in good standing of the Union. All new employees, as a condition precedent to their continued employment, must become and remain members in good standing of the Union within four (4) weeks from date of commencement of their employment. The Company agrees that, upon receipt of written notification from the Union that any member is not in good standing with the Union, it will forthwith suspend from active employment any present or future employee who is not or who has ceased being a member in good standing of the Union until such time as the Company has been notified in writing by the Union that such employee has become a member in good standing of the Union, reason for not being in good standing to be mutually agreed upon by the Management and the Shop Grievance Committee in each case. The Company will supply the Union each month with a list of those hourly paid employees who have worked over five days in such calendar month.

(D) Both the Company and the Union agree that they will coöperate for the purpose of promoting and insuring harmonious relations between Employer and Employees.

ARTICLE II

(A) In all cases of layoff, rehiring, transfer, or promotion, seniority shall prevail.

(B) All employees shall have accrued seniority from the first date of employment in the department specified on lists released by the Company . (Date) . . All service in the employ of the Company subsequent to ... (Date) ..., and all service in the employ of the Company which may hereafter accrue, shall inure to the benefit of all employees in computing seniority.

(C) Any employee who has been since .... (Date) , or who may be in the future, transferred to some department other than his home de-

partment as stated on the Department Seniority Lists, and who may receive some other classification, shall, thirty (30) days after said transfer, commence earning seniority in the new department and classification from the date he commences to work in said new department and under said new classification. After the expiration of thirty (30) days of service in the new department his seniority rights shall become effective as of his date of transfer. However, he shall not lose his seniority in the old department and classification from which he has been transferred, so that, if it becomes necessary to lay him off in the new department and classification, he shall go back to work in the former department and classification, displacing any worker in said former department and classification who has less seniority than he had. Furthermore, when layoffs, promotions, or rehirings take place within a department, they shall be made according to departmental classification seniority. All the time that an employee works at a given job he shall be considered as accumulating seniority in that classification and an equivalent amount of seniority in each lower classification in the same department.

(D) When layoffs take place, an employee in a higher classification must have more accumulated seniority in the next lower classification before he can displace an employee in the lower classification. If he does not have more accumulated seniority, he will go down the scale until he reaches a classification where there is an employee with less departmental classification seniority and he will then displace such an employee.

(E) The employee with the most seniority in any classification shall be the first to be promoted to the next higher classification. No employees shall be permitted to refuse promotion to a higher classification for reasons other than physical or technical without the joint approval of the Management and Shop Grievance Committee.

(F) Vacancies occurring in the lowest classification of a department, or for which there are no candidates under the normal seniority system of promotion, shall be filled in the following manner:

1. The Company will post on the main bulletin board the job or jobs to be filled.

2. All employees in the bargaining unit will be given an opportunity to apply in writing within forty-eight (48) hours for the jobs to be filled.

3. The applicant with the highest seniority shall receive the transfer requested provided he is qualified to fill the job sought, and further provided that he can be suitably replaced.

4. In the event no employee within the plant is available in accordance with the above provisions, the Company may secure a replacement from the open labor market.

5. However, with respect to watchmen, the Company reserves the unrestricted right to select, from those applying for the job, the man or men they believe best qualified to fill the job regardless of seniority. If two or more men are equally qualified to fill a watchman's vacancy, the first consideration will be given to employees presently classified as yard warehousemen in the Yard Department, and second consideration will be given to the applicant having the greatest plant seniority.

(G) In the event of a layoff in any department when such layoff is not, in the opinion of the Management, only temporary, the employees in that department with five or more years' seniority shall be transferred to other departments, displacing any employees with less than one year's seniority unless such employees with less than one year's seniority are in the Power or Maintenance Departments. To this end, a layoff of two (2) weeks or less shall be considered temporary. In the event that the Management knows that the layoff is to be for a period greater than two weeks, the Company will not wait until the end of the two-week period to transfer the above-specified employees, but will order the transfer within two days.

(H) Any employee hired, rehired, or transferred from one department to another must commence his employment in the lowest classification in any particular department or subdivision thereof, and may not receive any higher classification over any other employees at that time in the employ of the Company in that department. The provisions of this paragraph shall not apply where skilled help is required.

(I) When two or more employees are qualified for promotion to a supervisory position, the most senior employee shall be promoted.

(J) In filling vacancies in higher classifications wherein work is performed by hourly paid employees, the employees with the highest departmental classification seniority in the next lower classifications shall be promoted to the existing vacancies in the higher classifications and shall be given a period of thirty (30) days within which to obtain the necessary training in order to be competent to fill said higher positions. If an employee who is promoted feels that he cannot qualify, or fails to qualify, he shall relinquish in writing the said particular rights to promotion. The said relinquishment, however, shall apply only to the particular instance, and he may have the opportunity of qualifying whenever the next opportunity is presented. Any employee who, because of layoffs, is transferred to a lower classification must likewise be given a thirty (30)-day period in which to qualify. In the Power and Maintenance Department where skilled help is required, such help may be drawn from the open labor market in the event that there is no one in the employ of the Company who possesses the necessary qualifications. An employee breaking in in a higher classification shall be paid the wage rate of his regular classification until such time as he is considered competent to handle the work of the higher classification independently.

(K) In the Maintenance Department, the following seniority provisions will govern:

1. The Department will be divided into five major subclassifications, namely:

(a) Leadermen
(b) Group I Mechanics
(c) Group I-A Mechanics
(d) Group II Mechanics
(e) Helpers

If it is necessary to reduce the force in the Maintenance Department, the layoff will begin with the helpers. The least senior helper will be the

first man to be laid off, and subsequent layoffs will be made among the mechanics' helpers on the basis of seniority. If, after all of the mechanics' helpers have been laid off, it becomes necessary further to reduce the Maintenance force, layoffs will take place among the first four subclassifications in the ascending order of classifications on the basis of seniority.

(L) It is further agreed that all questions pertaining to proper classifications of work performed in the herein-mentioned departments and all questions pertaining to set-up ratings and qualifications for grouping the various classifications shall be determined and decided by joint conference of Management and Shop Grievance Committee of the Union, subject to approval of the membership of the Union, and after a decision has been made at this joint conference, said decision shall be reduced to writing and a copy thereof shall be delivered by the Company to the Union.

(M) In all cases where a skilled employee is hired on the open labor market and it is again found necessary to lay off employees in that respective department, said newly hired employee shall first have to complete one year of service before he can be reduced down to any lower classification that may cause the layoff of an employee having more seniority. After completion of one year of service the seniority rule herein contained shall prevail in regard to said newly hired employee who has been hired to fill in a vacancy in a higher classification.

(N) No employee shall lose his seniority rights because of layoffs up to fifteen (15) months, for sickness, injuries, or military service. The Company will make every effort to notify employees of layoffs at least seventy-two (72) hours in advance. Any employee who has been laid off and who has obtained a position in a war plant shall return to work for the Company when he is called, unless he can submit evidence that the plant in which he is working has in effect a rule prohibiting the reemployment of workers who quit. In this event he will not lose his seniority with the Company, but his seniority accumulation will cease as of the date he is called to work and is unable to report.

(O) In choosing which of two or more employees with an equal amount of seniority is to be rehired or laid off, the dependency status of each employee will be taken into consideration.

(P) All officers of the Union, all shop stewards, and assistant shop stewards, and all members of the Grievance Committee, during the time in which they hold office in the Union, shall head the seniority lists and shall be the last ones laid off and the first ones rehired by the Company in its employ in their respective departments and in the classification which they occupied at the time of their election to office. In the case of the abolition of a department, the Works Manager and the Shop Grievance Committee shall meet and mutually agree as to what disposition is to be made of the officers and members of the Shop Grievance Committee who were employees of the abolished department. The Union agrees to provide the Company with an up-to-date list of officers, shop stewards, assistant shop stewards, and members of the Grievance Committee, and to keep the Company informed at all times of any changes therein. It is expressly understood, however, that these provisions in regard to top seniority apply only to layoffs and do not give precedence

in promotion unless the officers, shop stewards, and assistant shop stewards have seniority despite this provision.

(Q) The Company shall notify the Union in writing of any transfers, layoffs, rehirings, promotions, or any other changes in seniority ratings within forty-eight (48) hours of their occurrence or as soon thereafter as possible.

(R) In the event the Company contemplates the abolition of any department, it shall first consult the Union in this regard with a view to mutually working out ways and means whereby the minimum of injury shall be done to the employees affected. In the event any department shall be abolished by the Company, the employees of said department who have a seniority rating of five (5) years or more shall displace such employees in other departments who have the least seniority in the lowest classification prevailing in such other departments. In the event a department which has been abolished shall in the future be re-established by the Company, all men previously employed in said department shall retain all of their previously earned seniority in said department, to which shall be added the length of time served by such men in other departments in which they have been employed since the abolition of that particular department.

(S) The Company shall not transfer any salaried worker to the job of an hourly paid worker unless at the same time an hourly paid employee is elevated to the supervisory position vacated. Such salaried employee shall be given the lowest classification in the department unless it is agreed by the majority of the employees of the department that he be placed in a higher classification.

(T) All work performed in individual separate departments, excepting, however, technical and maintenance work, shall be performed by the employees who normally work in said departments, or who are expressly hired for work in said departments. Furthermore, it is agreed that men loading meal cars, although drawn from the dock and holding dock seniority, may work in the mill or in meal cars under the supervision of the mill superintendent. No newly hired man and no employee who is at work in another department shall be brought into any department to perform the normal work and operations in said department until all such employees who have been previously laid off are first recalled and placed back at work in said department. It is further understood that in the Maintenance Department, if any employee is laid off, then the work cannot be performed by an employee in a lower classification.

(U) All work performed by employees who come within the jurisdiction of this contract shall be paid for on an hourly basis and shall be performed by hourly paid employees. In the case of pressmen in the linseed mill, it is agreed that such men will be paid on an hourly basis, but a linseed pressman will be expected to complete thirty-two (32) pressings per eight-hour shift in a manner to be designated by the mill superintendent. A castor pressman will be expected to complete five and two-thirds (5 2/3) pressings per hour in a manner to be designated by the Refinery Superintendent. Both linseed pressmen and castor press-

men may at times be requested to complete more than the aforementioned number of pressings per hour. Upon agreement, the extra work will be paid for at a proportionate rate. It is understood, however, that a pressman in the linseed mill shall not be expected to make up pressings which have been lost through breakdowns or other reasons beyond his control unless such breakdown is for a period of less than thirty (30) minutes, in which case he will be expected to make up pressings which have been lost, with the help of the extra man.

(V) In transferring of either linseed or castor-oil refiners to lower-paid jobs, departmental seniority shall be observed (insofar as practical). Where seniority is observed, the employee who is reduced shall receive the regular rate of pay for his new job as heretofore. In the event it is not practical to observe seniority, then, subject to War Labor Board approval, the employee reduced shall receive his old rate of pay so long as an employee junior to him is retained as a refiner in the ..... department.

ARTICLE III

(A) Any hours worked in excess of forty (40) in any one week shall be paid for at the rate of time and one-half.

Time and one-half shall be paid for the sixth (6th) consecutive day worked in any week.

Double time is to be paid for the seventh (7th) consecutive day worked in any week.

Any hours worked in excess of eight (8) in any work day shall be paid for at the rate of time and one-half.

Since it is mutually agreed and understood that an employee should be entitled to at least eight (8) hours of rest between the time of leaving work and the time of reporting to work again, each employee should have a period of at least twelve (12) hours to cover this rest period and the time consumed in going to and from his home. To this end it is agreed that any day worker or shift worker reporting for work within twelve (12) hours of the time he last finished work will be paid at the rate of time and one-half up to the end of the aforementioned twelve (12)-hour period.

If an employee is absent from work during the 8:00 A.M. to 4:00 P.M., or 4:00 P.M. to 12:00 A.M., shift and it becomes necessary for someone else to work in his place, this may be accomplished by holding the employee over from the previous shift for four hours and by bringing in the employee from the subsequent shift four hours earlier. If, however, an employee is absent on the 12:00 to 8:00 shift and it is necessary for another employee to work in his place, an employee from the previous shift will be held over. Where possible, the employee held over will be one who is scheduled off the following day, but if this is impossible and it is necessary to hold over an employee who is scheduled on the following day, he will report as usual on his regular shift the following day and will receive straight time for such shift, even though he has been off less than twelve (12) hours. On shift changes, each employee will report

on his scheduled shift and will be paid straight time therefor even though less than twelve (12) hours have elapsed between shifts.

The foregoing midnight shift exception shall not apply to an employee who is held over for reasons other than to replace an absentee.

Any hour or hours may be used only once as a basis of computing overtime. For example, any employee may claim overtime pay because of hours worked in excess of eight (8) on any day, or in excess of forty (40) in one week, or because of work performed on his scheduled day off, or because of Sunday work performed by a day worker, or because of holiday work performed by any employee, or because of hours worked before the expiration of a twelve-hour period off, etc., but the same hours shall not be used as a basis of claiming or computing overtime for more than one reason.

(B) The hours for men classified as watchmen shall be as follows: The watchmen shall be permitted to work the same schedule as at present; namely, an average of forty-nine (49) hours per week over a six (6)-week period.

(C) 1. The standard schedule for day workers shall be 8:00 A.M to 4:30 P.M. with a half-hour lunch period taken between 12:00 and 12:30 P.M., except in case of emergency repair work, when the lunch hour may be changed. However, since the routine of work in the plant requires that certain employees, particularly those engaged in the filling department, in checking scales, and in checking tank cars, etc., begin work before 8:00 A.M., such employees may start work not earlier than 7:00 A.M. and not later than 10:30 A.M. when scheduled as day workers.

2. The work week shall commence on Sunday of each week at 8:00 A.M. Shifts may run from 8:00 A.M. to 4:00 P.M., 4:00 P.M. to midnight, and midnight to 8:00 A.M. However, by mutual agreement the shift hours may be changed in any department or departments. Employees in any department or departments may be scheduled for one of either two or three shifts per day for six days in any week. When this is done, such employees become shift workers and all work performed by them up to eight hours in each day and up to forty (40) hours in each week is to be payable at straight time. Any jobs which are at present shift jobs may continue to remain shift jobs. All other workers herein are considered to be day workers.

3. An employee who wishes to change his day off should take the matter up with the shop steward, who will present it to the departmental superintendent. If it is mutually agreeable to the departmental superintendent and the shop steward, the employee's day off may be changed.

4. The schedule shall be posted not later than 2:00 P.M. on Thursday of each week. If a holiday falls on Thursday, then the schedule shall be posted on the day before.

5. Unless unavoidable circumstances make it impossible to do so, work schedules for each department showing the days on which each employee is to report for work are to be posted by the Company in each department no later than 2:00 P.M., Thursday of the week prior to the one in which the schedule is to be effective. Where it is not possible for such

notice to be posted, the departmental superintendent will give advance notice and explanation to the departmental shop steward. It is hereby expressly agreed that any change in working schedules which the Company may make after the schedules have been posted must be compensated for at the rate of time and one-half unless the employees involved and the shop steward involved agree otherwise. This provision applies to both day and shift workers.

6. Employees of the .... Department shall commence their first shift at 7:00 A.M., their second at 3:00 P.M., and their third at 11:00 P.M. The edible refinery may start the shifts of the pumpmen and the tank-car cleaners at 6:00 A.M. and 2:00 P.M.

(D) 1. All work performed on Sundays by day workers shall be paid for at the rate of one and one-half (1½) times the regular wage rate. All work performed either by shift or day workers on Easter Sunday shall be paid for at a rate of two (2) times the regular wage rate. New Year's Day, Independence Day, Labor Day, Thanksgiving, Christmas, and Memorial Day shall be paid holidays. Straight time shall be paid to all employees on the regular payroll on such holidays when no work is performed; two and one-half (2½) times the regular rate of pay shall be paid to those employees who work on said holidays up to eight (8) hours, after which time and one-half (1½) shall be paid. New employees who have not yet established thirty (30) days' seniority and employees on leave of absence shall not be eligible for holiday pay, nor shall employees who have failed to work the major portion of the four weeks immediately preceding the holiday without legitimate reason, or who are suspended from duty for disciplinary reasons at the time the holiday occurs. Sundays and holidays start at 8:00 A.M. and finish at 8:00 A.M.

2. All employees shall receive at least eight (8) hours' advance notice not to report for work. If such notice is not given, and if the employee reports for work, he shall receive eight (8) hours' work or four (4) hours' pay. Any employee called to work shall be guaranteed eight (8) hours' work, or, if he is not put to work, he shall be guaranteed four hours' pay at his regular rate at straight time. This provision shall not apply to employees who are called in for emergency repair work. In the event an employee fails to report to work to relieve a shift worker, then the outgoing shift worker shall remain at work at the rate of time and one-half until he is relieved, unless ordered otherwise by the departmental superintendent or foreman. All employees who may be called in to work in the place of an employee failing to report for work shall be paid from the start of the particular shift on which he is assigned, unless an employee is held over from the previous shift, in which case the employee called in shall be paid only for the time actually worked.

(E) In the event an employee is called in to perform work on his day off, said work thus performed on his day off shall be paid for at the rate of one and one-half (1½) times his regular wage rate. In the event any employee performs any overtime work or if he is called in to perform work on his day off, said overtime work thus performed or said work performed on his day off shall not be deducted from his regular work

week and he shall nevertheless be permitted to work his full work week now scheduled at eight (8) hours per day and six (6) days per week. In the event the work schedule is reduced by the Company, the employee shall be permitted to work his full work week as newly scheduled. In the case of day workers, any time worked after 4:30 P.M. shall be compensated for at the rate of time and one-half with exceptions as noted in Article III, Paragraph (C). An employee called in to perform emergency repair work shall be guaranteed a minimum of four hours' pay and will be permitted to go home when repairs are finished.

Overtime work for day workers shall consist of the minimum of thirty (30) minutes. Any further overtime beyond the minimum shall be paid for on the basis of fifteen (15)-minute periods.

(F) When any employee is called for overtime work and such overtime work is not scheduled before the time an employee reports to work on that day, thus making it impossible for the employee to provide his own lunch, then the Company shall pay the employee sixty cents (60¢) for lunch money.

It is understood that this obligation to pay lunch money shall apply only to those employees who work at least three hours overtime, and that the superintendents in the respective departments shall be responsible for this provision.

(G) All employees shall be paid the wage rate agreed upon for their particular classification no matter what work is performed by said employees, except if an employee is transferred to a lower classification, when he shall receive the wage rate of said lower classification after the expiration of one week. However, in case said employee is again required to perform work in his normal higher classification on any day of the week, he shall be paid said higher rate than his normal classification calls for for the entire week. If any work of a higher classification is required of any employee, then said employee shall be paid at the wage rate of said higher classification for the work thus performed. In the temporary transfer of the day worker to a shift job, if the transfer be for a period of less than one week, the day worker shall be paid at the rate of time and one-half (1½) of the shift rate if the shift work performed is at any time other than between the hours of 7:00 A.M. and 4:30 P.M. If said day worker be transferred for a period of one week or more, he shall be paid the regular wage rate of the shift classification for the duration of the period worked on such shift job.

(H) Foremen on a salary basis shall do work of a supervisory nature only. It is agreed, however, that emergency and instruction work may be performed by such foremen. If any foremen should violate the provisions of this clause, the employee who would have normally performed the work will be reimbursed as though he had performed the work.

(I) Forty-eight (48) hours shall be considered the standard work week for all employees. This standard work week shall be scheduled by the Company for at least thirty (30) days after the present federal regulations making a forty-eight (48)-hour week mandatory are either modified, rescinded, or declared inapplicable to the . . . (Location) . . . . plant.

In the event layoffs become necessary during the effectiveness of War Manpower Commission regulations, then the question of a forty-eight (48)-hour week may be renegotiated.

ARTICLE IV

(A) A new employee who enters the service of the Company shall have no seniority rights until he shall have served at least thirty (30) days in the employ of the Company. After the expiration of thirty (30) days of service his seniority rights shall become effective as and after his first employment unless otherwise provided in this contract.

(B) Employees who are laid off shall individually notify the Company of any change of address. Such notification shall be given either by registered mail or by filing a card at the office and receiving in exchange a receipt therefor. In case of seniority disputes in rehiring, the employee must produce said receipt showing notice to the Company of change of address. If any employee fails to notify the Company of change of address, then he shall be liable to lose his seniority rights to that particular job. This arrangement insures correct addresses so employees can be recalled to duty following layoffs.

ARTICLE V

(A) Any employee who has been employed by the Company in the plant at . (Location) for a period of one year or more shall upon request be granted a leave of absence, not to exceed 270 days, without loss of department classification seniority and without loss of plant seniority rights, and such employee shall be returned to work in the same department and under the same classification as formerly when he returns to work at the expiration of his leave of absence, provided that such department still exists when he returns. All leaves of absence must be sanctioned by the Shop Grievance Committee and the Works Manager.

(B) It is agreed that any employee who is elected to full-time Union office, who must absent himself from work for Union activity, may have the right to do so without suffering loss in his seniority status and other benefits accorded to employees on regular leave of absence. The Company shall agree to grant such employee leave of absence for no more than one (1) year, which may be renewed for an additional year within thirty (30) days of the end of the period.

(C) Subject to the provisions of the Selective Service Act, the Company agrees that it will grant to each employee who is inducted into the Armed Services of the United States Government a sum equal to one hundred and sixty (160) hours' wages at his regular wage rate, provided that such employee shall have been actively employed by the Company for at least twenty-six (26) weeks during the year immediately preceding his induction and provided that he is either actively employed by the Company at the time of his induction or has not been laid off for a period exceeding sixty (60) days. The Company further agrees "that any employee who is called for Military Service shall retain his original seniority date, and within ninety (90) days after his discharge from the

service he shall be reinstated in his former job or job that he would have had, had he been working." It is the intent of this agreement that any employee called for Military Service will, when he is reinstated, be in exactly the position he would have been had he not been called, regardless of whether this results in his promotion, demotion, or layoff. It is understood that the words "Armed Services" apply to the Army, Navy, Marines, or Merchant Marines.

ARTICLE VI

(A) Any regular employee who has since .....(Date)....., or who may in the future accumulate one year of service prior to ...(Date)... in the employ of the Company, shall be given a vacation with pay by the Company on the basis of one-half day vacation with pay for each month which he has worked during the period from . (Date)..... to . (Date) .... However, any employee who has during the period from . . .(Date).... to . (Date). . . worked less than five (5) months shall not be entitled to any vacation.

(B) Any regular employee who has since . . .(Date)..... or who may in the future accumulate two years of service prior to ...(Date)... in the employ of the Company shall be given a vacation with pay by the Company on the basis of one day vacation with pay for each month which he has worked during the period from .(Date).. to .(Date)... However, any employee who has during the period from . (Date)..... to . . (Date).. worked less than five (5) months shall not be entitled to any vacation. Any regular employee who has since . . .(Date). . . or who may in the future accumulate ten (10) months of service prior to ....(Date) . . shall be given a vacation with pay by the Company on the basis of one-half day vacation with pay for each month which he has worked during the period from .(Date) . to . (Date)..... Any employee returning from Military Service who has been in the employ of the Company for at least two years prior to . .(Date)..... will receive a half day's vacation for each month worked between ... (Date) . and (Date) . Time spent in Military Service will be considered as time worked in computing whether an employee is a two-year man or a one-year man.

(C) Vacations shall be given during the period . . (Date). . . . to . . .(Date). . .

(D) A month shall be considered any calendar month in which an employee has worked twenty (20) days. It is further agreed that working days in several months can be accumulated and that an accumulation of twenty-four (24) days shall be considered a month for the purpose of computing accumulated length of service since ....(Date)... . In the event the scheduled operations of the plant are reduced from forty-eight (48) to forty (40) hours per week, then a month shall be considered sixteen (16) work days, and twenty (20) days shall be considered a month for the purpose of computing accumulated length of service.

(E) In case any employee is laid off after . . . (Date) ... but before . . (Date) , he shall at the time of his layoff be paid by the

Company such vacation allowance as he has accumulated, under the above paragraphs, but up to the time of his layoff. In case such laid-off employee returns to work and continues earning a new vacation allowance, he shall, when his vacation falls due, be given and paid for such newly earned vacation by the Company, but shall not claim any vacation or vacation pay that may have been advanced him at the time he was last laid off. It is understood, however, that no employee shall serve more than one five-month period to accrue vacation between . . (Date) . . and . . . . (Date) . . . .

(F) Each employee entitled to a vacation shall be allowed compensation for his vacation period at his regular rate of pay as of . . (Date) . . . .

(G) During the time when the plant is operating on a forty (40)-hour week, in no case shall employees with one year of accumulated service be allowed more than five (5) full days' vacation with pay; nor shall employees with two (2) years' accumulated service be allowed more than ten (10) days' vacation with pay.

(H) During the time that the employees are on a regular forty-eight (48) hour per week basis a maximum of six (6) full days' vacation with pay will be allowed for employees with one year of accumulated service and a maximum of twelve (12) full days' vacation with pay will be allowed for employees with two years of accumulated service.

(I) Vacation schedules shall be posted not later than . . . (Date) . . . , but are subject to change provided notice is given one week or more before the time scheduled to start vacation. No changes shall be made in vacation schedules less than one week before the time of commencing vacation. No employee on vacation shall be recalled to work during his vacation. If a department is to be shut down or the operations thereof substantially curtailed during the vacation period, the employees of the department may take their vacations during that time.

(J) Time lost from work because of compensable disease or accident occurring in the plant shall be considered as time actually worked in computing vacation credits.

(K) Where two or more employees desire the same vacation period, then the senior employee's preference shall be honored.

Article VII

(A) In the event any employee has a grievance, he shall refer the matter to his shop steward designated as such by the Union, who, with or without the aggrieved employee, shall take the matter up with the department superintendent for adjustment. If the grievance cannot be satisfactorily adjusted between the shop steward and the department superintendent, then the matter shall be submitted to the Shop Grievance Committee of the Union, which, with or without the aggrieved employee, shall take the matter up for adjustment with the Works Manager. If the Shop Grievance Committee of the Union is unable to make a satisfactory adjustment of the grievance with the Works Manager, the Shop Grievance Committee of the Union may call in an international representative of the Union to confer with the Works Manager in an effort

to settle the controversy. If no satisfactory adjustment is arrived at between the international representative of the Union and the Works Manager, the matter shall be submitted to an arbitrator. Said arbitrator is to be appointed by the American Arbitration Association. The arbitrator shall hear the grievance and make his decision within four weeks of the time that either party hereto makes demand on the other party for arbitration. It is agreed that no grievance may be submitted to an arbitrator after four weeks of the date when the Works Manager and the international representative of the Union fail to settle the controversy, and the Works Manager has given his decision to the Union in writing. The findings and the decision of the arbitrator shall be in writing and a copy thereof shall be delivered by the arbitrator to each of the parties hereto. Any expenses resulting from the employment of the arbitrator will be borne equally by the Company and the Union. The findings and the decision of the arbitrator shall be final and binding upon both parties hereto. The Company agrees to meet the Shop Grievance Committee and take all evidence into consideration mutually in an endeavor to permit said employee so affected to be kept in employment at his regular classification until final decision of the arbitrator is made. Any decision made shall be retroactive to the date of the dispute. The Union shall have the right under the grievance procedure to arbitrate disputes concerning working conditions. No employee shall be discharged except for just cause and the discharge shall be arbitrable. The determination of changes in job content shall be subject to the right of the Union to arbitrate questions of the reasonableness of such changes. But (subject to the other terms of this contract) the following enumerated matters shall not be considered arbitrable: Changes in general business practices; the number of hours of plant operations (unless such change lengthens or shortens the working day); the opening or closing of plants or departments; general wage increases; the choice of personnel for non-bargaining unit jobs; the choice of merchandise to be sold; or other business questions of a like nature.

(B) The Shop Grievance Committee of the Union shall consist of seven (7) members of the Union as selected and designated by the Union. This committee shall take up with the Works Manager for adjustment all grievances which have not been settled between the shop steward and the department superintendent in the particular department in which the grievance occurred.

(C) Meetings to discuss and adjust grievances between the Shop Grievance Committee of the Union and the Works Manager shall take place upon the call of either the chairman of the Shop Grievance Committee of the Union or upon the call of the Works Manager at a place mutually satisfactory to all parties within twenty-four (24) hours of notification by either party to the other. Either the Company or the Union may call in the shop steward of the department in which the grievance originates, as well as the aggrieved employee if it is deemed necessary. A regular meeting shall be held once a month at a time mutually agreeable, and the Company will pay the members of the Shop Grievance Committee at

their respective prevailing rates. These regular meetings, however, will not consume more than one day. Other meetings may be called from time to time by either the Management or the Union. In the event the Management calls the meeting, it may take place on the Company's time and the Company will pay the members of the Shop Grievance Committee at their respective prevailing rates for such time as is consumed by the meeting. In addition to the regular monthly grievance meetings, the Union shall have the right to call other meetings from time to time. Such meetings may, if mutually agreed upon, be at the expense of the Company.

(D) In order to prevent any unauthorized action by any employee or group of employees, or in order to assist in the interpretation of the contract in cases of emergency, it is agreed that members of the Grievance Committee, together with the shop steward of the department in which the trouble may arise, shall have permission to enter the plant when called on by an employee for the above purposes. If this necessity arises during the daytime, that is, during the time when the Management is present, it is agreed that the member or members of the Grievance Committee will contact the Management and request permission to enter. If at night, or at any other time when the Management is not present, such reasons will be recorded by the watchman on duty at the gate.

(E) In the event that any employee feels that the Company has violated the seniority rule in connection with any layoff or rehiring, the employee shall protest to the Grievance Committee, and the Grievance Committee shall take the matter up with the Works Manager within forty-eight (48) hours of the time the employee was laid off or rehired. In the event that it shall thereafter be determined that said worker was laid off or that the Company failed to rehire him in violation of said seniority rule, then and in that event he shall be reinstated or rehired by the Company and the Company shall pay the said worker for all time lost by him at the wage rate of said employee based on the average pay received by said employee during the last six (6) weeks preceding the date of his layoff.

(F) In view of the provisions for final arbitration of grievances, the Union agrees that there shall be no strike, work stoppage, slow-down, or other improper interference with production for the duration of this Agreement.

The Company agrees there shall be no lockout.

Article VIII

(A) All employees in the employ of the Company shall have the benefit of and all rights under the Workmen's Compensation Act of the State of . . . . . , and no employee shall be compelled or requested by the Company to agree in writing, or otherwise, that the Workmen's Compensation Act shall not apply to the said employee.

(B) Nothing in this agreement shall abrogate or impair the rights of the employees to obtain benefits or insurance that may be arranged by the Company.

(C) The Company shall, at its own cost and expense, comply with any and all laws, rules, and regulations of the State of ..... and of the United States and of any governmental or administrative body having jurisdiction over the premises with respect to the safety and health of the employed in the plant of the Company.

(D) Any employee who has been compelled to cease work due to illness or injury sustained and who requires the examination of a physician in order to determine whether he is able to return to work shall be permitted to submit a report of his own physician and said report shall be given just consideration in respect to determining whether said employee is able to return to work. In the event of conflicting opinions on the part of the Company doctor and the employee's doctor, the case will be submitted to a third doctor, mutually agreeable to both, and his decision shall be final. Expenses resulting from the employment of the third doctor will be borne equally by both parties to this agreement.

(E) The Company shall furnish and supply at its own expense sufficient lockers and locker rooms for the use of the employees in the plant.

(F) For the duration of this contract, the Company will make every effort to continue to improve working conditions.

(G) The Company agrees for the purpose of safety to have two men working in tank cars or in closed tanks at all times.

ARTICLE IX

(A) The following tabulation sets forth the departments in the plant, the classifications in each department, and the wage rates applicable thereto.

(Tabulation listed)

(B) The hiring rate will be . . . . per hour and the common labor rate . . . . per hour. An employee completing thirty (30) days' continuous service with the Company will, at the expiration of this time, automatically be changed from the hiring rate to the common labor rate.

(C) Laborers in the linseed and castor-oil refineries shall be in a common pool, and may advance according to seniority in either the linseed or castor refinery, depending on what positions are open. Any seniority gained in a higher classification of either department shall be accredited to this labor group.

(D) A five cents (5¢) per hour differential shall be paid for all hours worked by the regular shift workers during the second and third shifts. It is understood that the second shift starts for various operations at different times between the hours of 2:00 P.M. and 4:00 P.M.; and that the third shift starts at various times for different operations between the hours of 10:00 P.M. and 12:00 A.M.

(E) The following Incentive Plan shall be instituted, effective as of (Date) . ., with respect to a certain operation performed by Dock Warehousemen.

The operation intended to come within the coverage of the Incentive

Plan shall be limited to the simultaneous loading and direct elevation of . . . . . from lighters to storage tanks.

No other operations on the dock shall be subject to this Incentive Plan, except those above described.

The said Incentive Plan shall operate as follows:

When the dock-unloading crew consists of six (6) men working eight (8) hours each, the shift quota shall be 2,000 bags. For all bags taken from the lighters and directly elevated to the storage tanks in excess of this quota, each man on the shift shall receive 3¾ mills per bag.

(F) Subject to the War Labor Board approval, certain key men drawn from among the dock workers and assigned to the seed ships as roofman and helper, scalemen, towerman, and helper, hatch boss, rigger and ship boss, and winchman and hatch boss on pomace ships shall receive a bonus of five cents (5¢) per hour over and above their regular rate while the ship is being worked by them.

(G) In the event the Little Steel Formula is revised and/or in the event the going rate structure for the Chemical Industry in this area is raised, or in the event the Wage Stabilization Program is modified, then the parties agree to negotiate (within the scope of the amended formula and/or amended rate structure or modified Stabilization Program) the request of the Union for a wage adjustment. If the parties are unable to agree, the issue shall not be considered arbitrable, but shall be referred to the War Labor Board for decision.

Article X

The Company agrees to provide the Union with a suitable bulletin board in a mutually agreeable location, and the Union is herewith given permission to use this board for the purpose of posting notices.

Article XI

The agreement shall only apply to the plant operated by the Company at . (Location) . . . .

Article XII

This agreement shall become effective on (Date) . and shall continue in full force and effect until (Date) , both dates inclusive. Unless the one party hereto gives notice to the other party in writing thirty (30) days prior to (Date) , this agreement shall continue in full force and effect for an additional year and henceforth from year to year until either party gives the other party thirty (30) days' written notice prior to any anniversary of the original expiration date.

Article XIII

This agreement shall constitute the sole written agreement between the parties, and shall bind and inure to the benefits of the respective parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, each of the parties hereto have caused this agreement to be executed by its duly authorized officer this ..... day of .....

COMPANY

BY .....

ATTEST: .....

UNION

BY .....

.....

Bakery Agreement

This AGREEMENT shall become effective this ...(date)..., by and between the ..(company)... located at ...(location)..., hereinafter called the COMPANY or EMPLOYER, and FACTORY BAKERS' UNION, LOCAL ...(No.)..., subordinate to the BAKERY AND CONFECTIONERY WORKERS' INTERNATIONAL UNION OF AMERICA, hereinafter called the UNION.

ARTICLE 1

PURPOSE

SECTION 1. That the joint purpose of this agreement is to secure industrial peace and efficiency, enabling the Company and the Employees to provide, as far as conditions may permit, security and continuity of employment.

SECTION 2. The parties to this agreement recognize that without mutual understanding, harmony, and coöperation among employees and between employees and employer, it is impossible to operate a bakery business with the efficiency indispensable to its very existence. We recognize that it is mutually advantageous to work together to maintain high standards of living; safe, healthful working conditions; high quality of products; and to promote efficient operation in order that our service to the consumer will enable the business of the Company to prosper and provide steady employment. We further agree to coöperate to the fullest extent in obtaining the aforementioned results.

ARTICLE 2

RECOGNITION—JURISDICTION

SECTION 1. The Company recognizes the Union as the sole collective bargaining agency for all Employees employed in the above-mentioned plants and classified in Article 6.

SECTION 2. Collective bargaining shall apply only to wages, hours, and general working conditions in the above-indicated plants, and as to matters falling within the scope of this agreement; but it is not to include the plant manager, plant superintendent, assistant superintendents, or foremen who do not displace another workman except in an emergency,

or for the purpose of instructing another; or to office employees, or members of any other Union whose jurisdiction controls designated activities within the plant.

Article 3

MEMBERSHIP—HIRING

Section 1. All employees classified in this agreement shall be eligible for membership in the Union and as a condition of employment shall remain in good standing in the Union.

Section 2. In the hiring of new employees it is agreed that preference shall be given to members of Local No. . ...., according to their efficiency and capability of filling the existing vacancy. The Employer is to be the sole judge as to the capability of such new employees, but it is agreed that if the Union cannot supply the Company with capable help, then the Company may hire new help from another source. Such new help shall become members of the Union within fifteen (15) days.

Section 3. It is agreed that the Employer will furnish the Union with the names of new employees hired during the previous week, once each week, on a day mutually agreed upon.

Article 4

VACATIONS

All employees who have been in the continuous employment of the Company for six (6) months prior to January 1st shall be entitled to one (1)-week vacation with pay during the ensuing year.

All employees who have been in the continuous employment of the Company for twelve (12) months prior to January 1st shall be entitled to two weeks' vacation with pay during the ensuing year.

Pay for vacation hours shall be on a basis of forty (40) hours for one week and on a basis of eighty (80) hours for two weeks. The rate of pay for a vacation shall be at the rate of the job at which he or she is working at the time the vacation starts. If a holiday occurs on an employee's vacation, he or she shall be paid for eight hours extra. The vacation period shall be spread over the entire contract year, and shall be chosen by employees in the order of their length of service, except that no more than five employees shall be absent from the bakery on vacation at any one time.

Article 5

OVERTIME

Forty (40) hours shall constitute a week's work unless weekly hours are changed by law.

All full-time employees who report for work upon request either five or six work days, as required by their department schedule, are guaranteed weekly pay that will not be less than the equivalent of forty (40) hours at straight-time rates.

All work performed over eight (8) hours in any one day shall be paid for at the rate of time and one-half the regular hourly rate.

At no time shall the Company be liable for the payment of weekly overtime where it has already been computed on a daily overtime basis.

Six (6) hours of work will be guaranteed to any employee who is requested to and reports for work in any one day.

Every employee shall have an unbroken rest period of not less than twelve (12) hours between shifts. If an employee is called back during his twelve (12)-hour rest period, he shall be paid time and one-half for all time worked during his twelve-hour rest period.

If a regular employee is required to work on a seventh (7th) consecutive day in any regularly scheduled work week, he will be paid double time for the work performed on that day.

All regular employees who work the day before and the day after the following named holidays shall receive a sum equal to eight hours' pay at straight-time rates:

New Year's Day	Labor Day
Decoration Day	Thanksgiving Day
Independence Day	Christmas Day

If required to work on their holiday, they shall, in addition to eight (8) hours' pay for the holiday, receive time and one-half for the hours worked on their holiday, and, exclusive of working on the holiday, shall receive the same number of hours' work at regular pay as similar employees in the same department receive for that work week.

In addition to the holiday pay, on a week in which one of the above holidays falls, all employees shall be paid at the rate of time and one-half for all hours worked in excess of thirty-two hours, provided the employee works the day following his holiday.

The rate of pay for holidays shall be at the rate of the job employed when the holiday occurs.

Job classification and rates of pay will be posted on the Bulletin Board. Any employee receiving a higher rate per hour for a job classification shall not receive a reduction in pay as a result of this posting.

Employees required to work temporarily on a job classification for which the rate is higher than their own will receive the higher rate for such hours if they do this work for more than one hour. No reduction will be made when the employee is required temporarily to work on a lower-paid classification.

Women temporarily required to do men's jobs and, where they actually release men in quantity of work, will be paid at the posted rate for the job performed.

Employees will receive a lunch period of not less than thirty minutes, no later than five hours after they have started work, or before two hours after starting work.

All employees will be allowed relief periods.

Seniority shall be based on length of service.

In filling job vacancies, the length of service of the employee is to be considered equally with skill and ability.

Uniforms are to be furnished and laundered, where required, for all employees without charge.

Any employee who is called for military service will be given his job, or one equivalent, without loss of seniority in accordance with the Selective Service Act, on return, provided he is physically and mentally fit and applies for his job within forty days after his discharge from the service, and it is reasonable to do so.

Benefits and privileges heretofore existing during the previous year pertaining exclusively to working conditions shall be continued during the term hereof. Benefits and privileges shall be considered to be: free uniforms and laundry, free group life insurance, low-rate hospitalization, company sickness policy. Employees shall comply with all shop rules when the same shall be made known to them.

ARTICLE 6

NIGHT PREMIUM

SECTION 1. Night premium compensation will be paid for all work performed between the hours of 10:00 P.M. and 6:00 A.M. at the rate of 5¢ per hour for all hours worked in that period.

SECTION 2. Any employee working under the classifications outlined above who is receiving more than the minimum hourly rate as stipulated above will not suffer any reduction during the life of this agreement, provided he continues under the same classification.

ARTICLE 7

UNION LABEL

SECTION 1. In consideration of the signing of this Union agreement, the Company is allowed the use of the Bakers' Union Label. The Union Label must be procured from the Union. The facsimile of the Bakers' Union Label may be printed on bread wrappers or containers, provided said wrappers or containers are printed in a union print shop and the label of the Allied Printing Trades appears on same.

ARTICLE 8

MANAGEMENT

SECTION 1. It is understood and agreed that the Employer shall have sole jurisdiction over the management of the manufacturing operations of the plant, methods of production, and the promotion of employees on merit. However, it is agreed that such promotion be based on seniority, provided the one in line for promotion is capable of filling the vacancy.

ARTICLE 9

ARBITRATION

SECTION 1. In the event a dispute arises at any time over wages, hours, or working conditions, such dispute shall be settled in the following manner:

(a) Between the shop steward, the aggrieved employee, and the Superintendent of the shop;
(b) Between the employee and members of the Shop Committee designated by the Union, and the Manager of the plant;
(c) Between representatives of the Union and a designated representative or representatives of the Company;
(d) In the event the dispute cannot be satisfactorily settled, the matter shall then be left to arbitration.

SECTION 2. Any alleged grievance or dispute arising under this contract shall be taken up as outlined above in paragraphs (a) and (b) within five days after its alleged occurrence. If the matter is not adjusted within ten days after it is first taken under consideration, it shall then follow the procedure as outlined in paragraph (c), and if the matter is not satisfactorily settled within another ten days, it shall then be left to arbitration.

SECTION 3. Either of the parties may demand arbitration.

SECTION 4. The party demanding arbitration shall give two days' written notice to the other party of its election to submit the matter to arbitration. On the third day after demand for arbitration, the party desiring arbitration shall appoint two arbitrators and give notice of such appointment to the other party. Within three days after such notice, the other party to such arbitration shall appoint two arbitrators and the arbitrators so appointed shall select a fifth arbitrator who shall be Chairman. If the four arbitrators so appointed shall fail or are unable within five days after the appointment of the latter two arbitrators to select a fifth arbitrator, then the Senior Judge of the District Court of the United States of America for the Northern District of Illinois, Eastern Division, upon application of either of the parties to the arbitration, is hereby authorized and empowered to appoint such fifth arbitrator within five days. The decision or award of the arbitrators so appointed or any three of them shall be binding on each of the parties hereto as of the date of the award. A decision shall be rendered within fifteen days. Each party shall compensate the arbitrators appointed by it, and all other expenses of arbitration, including the compensation of the fifth arbitrator, shall be paid equally by the parties hereto. Pending negotiations or arbitration, there shall be no strikes, lockouts, boycotts, sitdowns, or any stoppage of work.

SECTION 5. Unless the parties hereto otherwise agree, the arbitration shall be conducted in accordance with the rules of the American Arbitration Association.

SECTION 6. Should any grievance arise between the employer and any other craft in its employ, no sympathetic action shall be taken by the Union until arbitration of wages, hours, and working conditions, or any other dispute, has been refused by the employer. Should the Union decide upon sympathetic action, same will not become effective until forty-eight (48) hours after the Employer has been notified in writing, by the Union, of such contemplated sympathetic action.

ARTICLE 10

SHOP COMMITTEE

SECTION 1. The shop committee shall consist of not more than three employees of the plant, designated by the Union, and this Committee shall conduct any negotiations outside of regular working hours.

ARTICLE 11

DISCHARGES

SECTION 1. The full power of discharge and discipline lies with the Employer. It is agreed that this power shall be exercised with justice and with regard for the reasonable rights of the employee. If the Union, after investigation, finds that an employee has been discharged without just cause, and that it cannot reach an adjustment with the representative of the management, it may bring the case to the Arbitration Board for a decision.

ARTICLE 12

LAYOFFS

SECTION 1. In the event it becomes necesssary to reduce the number of employees in any department, layoffs shall be in the order of seniority in the employ of the Company in that Department, and the last one employed in that department shall be the first one laid off. These employees shall be rehired if and when the working force is again increased, provided that they report for work within twenty-four hours after being notified by the Employer, who does so by registered mail. In the event of more than one employee under each classification being laid off, the employees who are so laid off shall be rehired according to their seniority.

ARTICLE 13

TERMS OF AGREEMENT

SECTION 1. This AGREEMENT shall be and remain in full force and effect until and including the third Monday of Sept. ... (date) ...., and thereafter until a new agreement, the terms of which shall be retroactive to the above-given expiration date, has been consummated and signed, or this agreement has, upon thirty days' written notice, prior to the above expiration date, been canceled or terminated by the Employer or the Local Union with the sanction of the (Company Union) ..... It is agreed that wages and night differential pay shall be retroactive from ... (date) .. ; also that any new provision requiring the approval of the War Labor Board shall become effective only in accordance with their direction.

IN WITNESS WHEREOF, we hereunto set our hands and seal this ..... of ..... (year).

Electrical Instrument Equipment Manufacturing Company Agreement

Agreement entered into this ..... day of ....., by and between .... (Company) . , the main office of which is located at ... . , hereinafter designated as the "Employer," and .. (Union) . .., hereinafter designated as the "Union" and acting herein on behalf of the said Union and on behalf of the employees of the Employer now employed and hereafter to be employed, and collectively designated as the "Employees."

Since the parties desire to enter into an Agreement relating to wages, hours, and other conditions of employment, which will provide methods for harmonious coöperation between the Employer and its employees, and, to that end, accomplish fair and peaceful adjustment of any disputes which may arise, without interruption of operations, the parties agree as follows:

Article I

This Agreement shall apply to all plants now operated by the Employer wherever situated.

Article II

RECOGNITION OF UNION

The Employer recognizes the Union as the sole and exclusive collective bargaining agency for the following employees: all hourly paid production and maintenance employees including janitors, elevator operators, internal transportation employees, outside chauffeurs and helpers, stock clerks, hourly paid employees in the Production Control Department, leadmen and instructors, and excluding executives, superintendents, engineers, office and clerical employees, draftsmen, methodsmen, foremen, assistant foremen, section foremen, sub-foremen, salaried employees in the Production Control Department, timekeeper leaders, patternmakers, patternmaker's apprentices, foundry employees consisting of molders, coremakers, furnace men, coremaker and molder apprentices and helpers, sand casting cleaners, foundry laborers, machine molders, machine molder apprentices, pourers, sand muller operators and shakeout men; all electricians, electrician leaders and electrician's apprentices and elevator maintenance men and their helpers; plant protection firemen and fire wardens; and all supervisory and non-hourly paid professional personnel throughout the Company.

Article III

UNION MEMBERSHIP

A. All employees who now are or hereafter become members of the Union shall continue to remain members of the Union in good standing as a term and condition of employment.

B. All present employees who have completed their respective probationary periods and who at the time of the execution of this Agreement were not members of the Union in good standing, shall not later than . . . (Date) . make application for membership in the Union, pay their initiation fees to the Union, and shall become and remain members of the Union in good standing as a term and condition of employment.

C. All present employees who have not completed their respective probationary periods and all employees hired after the execution of this Agreement shall, not later than the expiration of their respective probationary periods, make application for membership in the Union, join the Union, pay to the Union their initiation fee and dues as of the date of their hiring, and shall thereafter remain members of the Union in good standing as a term and condition of employment.

D. The Union agrees to admit all employees of the Employer into membership, provided they are persons of good moral character and have not been previously expelled from the Union because of their violation of the Constitution and the rules and regulations of the Union.

Article IV

DEDUCTION OF UNION DUES

A. As of the payroll period closest to the 15th day of each month, the Employer shall deduct from the wages of all employees who are required under the terms of this Agreement to become and remain good standing members of the Union an amount equal to the monthly union dues of such employees and any unsatisfied initiation fees. The amount thus deducted shall be the monthly dues and initiation fees certified in writing by the Union to the Employer, but such dues shall not exceed $2.00 per month per employee, and such initiation fees shall not exceed $5.00 per employee.

B. It is agreed that the Employer shall also deduct from the wages of all probationary employees an amount equal to the monthly Union dues and unsatisfied initiation fees. If a probationary employee is discharged before the end of his probationary period, the Employer shall refund to such probationary employee the amount deducted pursuant to the provisions of this paragraph of this Agreement. The amount of such refund shall be deducted from the next sum payable to the Union and the Employer shall give to the Union a departmental list of the employees to whom the Employer made such refund, together with a statement of the amount of the refund.

C. An employee who is hired before the 16th of the month shall have dues deducted for that month. An employee who is hired after the 15th of the month shall have dues deductions start with the following month.

D. The Employer shall promptly pay to the Union the Union dues and initiation fees deducted and shall furnish the Union with a list in Life Number Order of the employees whose dues and initiation fees shall have been deducted as provided for herein.

ARTICLE V

REGULAR WORK DAY AND WORK WEEK

The regular work day and regular work week of all employees covered by this Agreement shall be eight hours per day (between the hours of 8 A.M. and 4:30 P.M., exclusive of a thirty-minute lunch period) on Mondays, Tuesdays, Wednesdays, Thursdays, and Fridays. The regular work week shall be forty hours per week.

ARTICLE VI

WORKING HOURS ON EMERGENCY SHIFTS

A. The working hours for all employees in departments and categories operating on a 2-shift or 3-shift basis shall be as presently scheduled in the several plants of the Employer.

B. Employees on a 2-shift operation and those on the first shift of a 3-shift operation shall be allowed not less than 30 minutes for lunch. Employees on the second and third shifts of a 3-shift operation shall be allowed not less than twenty-four minutes for lunch.

C. All employees who work completely through the hours on any of the shifts as presently scheduled, and such other shifts as shall hereafter be agreed upon by the parties, shall receive not less than eight hours' pay and shall be credited with not less than eight hours' work for the purposes of computing overtime in any one day and in computing the total number of hours worked in any one week. It is distinctly understood and agreed, however, that employees working on a shift of six hours or less shall be paid only for the actual hours worked and shall receive work credit on the same basis.

D. In the event a situation shall arise that will require either party to ask for a change in the hours specified in this Agreement, such change shall be arrived at by negotiation between the Union and the Employer, and in the event that no agreement can be reached within seven days, the matter shall be submitted to arbitration in accordance with the arbitration procedure hereinafter provided for.

ARTICLE VII

OVERTIME

All work done in excess of eight (8) hours per day or forty (40) hours per week, all work done before the commencement of and after the end of the employee's regular working hours, and all work done on Saturdays, Sundays, or holidays, as hereinafter designated, shall constitute overtime and shall be paid at the following overtime rates:

1. All work done by any employee before the commencement of such employee's regular working hours shall be paid for at not less than one and one-half times the regular straight-time rate. All work done by any employee after the end of such employee's regular working hours on days when such employee has been ordered by the Employer to report after

the commencement of such employee's regular work day shall be paid for at not less than one and one-half times the regular straight-time rates.

2. The first two hours of overtime worked in excess of eight hours in any one day shall be paid for at not less than one and one-half times the regular straight-time rate. All overtime work after the first two hours of overtime shall be paid for at twice the regular straight-time rate.

3. When overtime is worked in excess of two hours in any one day, the employee working such overtime shall be allowed twenty-four minutes for supper with pay at the regular overtime rate.

4. All work done on Saturday by any employee during such employee's working hours shall be paid for at one and one-half times the regular straight-time rate. Any work in excess of eight hours on Saturday or before or after the employee's regular working hours on Saturday shall be paid at double the regular straight-time rate.

5. All work done on Sundays shall be paid at double the straight-time rate.

6. All work done on any of the holidays hereinafter designated shall be paid for at double the straight-time rate.

7. Employees required to work overtime during the regular work week shall be notified during working hours of such requirement. Except in the case of employees whose regular work week includes Saturday, Sunday, or the holidays hereinafter designated, employees required to work on Saturdays, Sundays, or the holidays hereinafter designated shall, whenever practical, be notified at least twenty-five hours in advance of such Saturday, Sunday, or holiday.

8. The following days shall be considered holidays, during which days there shall be no production work:

New Year's Day
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Election Day
Armistice Day
Thanksgiving Day
Christmas Day

During the period of the war and the effective existence of Executive Order 9240 the Employer may elect to operate on these holidays, in which event the provisions of this Agreement as modified by Executive Order 9240 shall apply. All employees shall receive eight hours of holiday pay at their base rate for such holidays even though no work shall be required of them, unless the holiday falls on Saturday, in which case no pay for such holiday shall be paid where no loss of wages is incurred.

Employees otherwise entitled to holiday pay but who may be absent from work on account of illness shall receive eight hours' holiday pay at their base rate for the holidays occurring during the first thirty calendar days of their illness.

9. Any employee called back to work within any twenty-four-hour period shall, in the event that he has already left the premises of the Employer, receive four hours of work at the overtime rate, or the monetary equivalent thereof. This provision does not apply in case of return to work on his regularly scheduled shift commencing within twenty-four hours after the expiration of the previous shift.

10. The parties hereto agree that during the effective existence of Presidential Executive Order 9240, payment for overtime work, as provided in this Agreement, will be conformed in so far as is required, to the provisions of Executive Order 9240, the Amendments to the Executive Order, and the Interpretations of the Executive Order of September 25th and 30th, 1942, and all amendments thereto, official interpretations thereof, heretofore or hereafter issued, as they affect overtime payment for work done on Saturday and Sunday as such, the seventh consecutive day worked, the sixth and seventh day worked in the regular scheduled work week, and extra payment for work done on the holidays specified therein.

Article VIII

TRANSFERS

A. Inter-occupation and Inter-plant Transfers

Transfers may be made as follows:

1. In the event that a transfer is requested by an employee, the Union and the Employer shall first discuss the individual case involved before the transfer takes place. The Union, however, shall have the right to question any transfers so made and may pursue the matter through the regular grievance machinery. An employee transferred pursuant to this paragraph of this Agreement shall receive the rate of the classification to which he is transferred.

2. An employee who is on the laid-off lists or is about to be laid off under the seniority provisions of this Agreement may accept a transfer to another occupation in lieu of layoff, in which event the employee so transferred shall receive either the rate of pay which he is then earning or the maximum of the range of the classification to which transferred, whichever is lower. No such transfer shall take place if there are any laid-off employees available for work with seniority in the occupation where the vacancy exists.

3. In the event that the Employer requires the transfer of an employee either to another occupation or to another Plant, such transfer shall be first offered to the senior employee in the classification or classifications in the plant from which the Employer desires to transfer, and in the event of said most senior employee's refusal to accept such transfer, the same shall be offered to the employees in order of seniority, commencing with the employee of greatest seniority; but in the event of the refusal to accept such transfer by more senior employees, the employee with the least seniority in the classification or classifications affected shall be required to accept such transfer. The transferred employee or employees shall suffer no reduction in pay as a result of such transfer.

4. An employee who may hereafter accept a transfer in lieu of layoff shall, at his request, be transferred back into the last occupation in which he had employment period seniority if an opening exists in such occupation, and before any new employee is hired to fill such vacancy, or any laid-off employee who has lesser occupational seniority than the transferred employee had in such occupation is reinstated to fill such vacancy. Notice of the existence of such vacancies shall be posted on the Employer's bulletin boards and a copy of such notice shall be mailed to the Union. When an employee is transferred back to his original job, he shall receive the rate paid to him at the time of his original transfer.

B. Shift Transfers

1. The Employer, from time to time, may transfer employees into any of the shifts now prevailing in the plants, provided the employee transferred from one shift to another shall be given at least a twelve-hour rest period before starting on a new shift. If any unreasonable hardship shall result from the transfer to another shift or employment of any employee on a certain shift, such transfer or employment may constitute a grievance which shall be settled in accordance with the procedure hereinafter provided. An employee so transferred shall continue to work on the shift to which he is transferred until the grievance is settled in accordance with the procedure provided in this Agreement.

C. Transfers of Union Officials

1. Whenever practicable, the Employer shall give the Union not less than one week's notice of any proposed transfer of any shop steward from one plant to another, from one department to another, or from one shift to another.

2. The Employer will accede, whenever practicable, to any request of the Union for change of shift for officers, executive board members, or shop stewards when such change is requested in order to permit the more effective discharge of their duties as such.

D. Out-of-Area Transfers

1. An employee who is transferred to a place of employment outside the metropolitan area shall receive in addition to his regular pay reimbursement for his actual expenses for a period of the first thirty days at the place to which he has been transferred and, after the first thirty days, the sum of $5.00 per day for an additional thirty days, and thereafter unless and until the Employer makes the election hereafter provided. After the end of said sixty days, the Employer may elect to inform said employee that the position to which he is transferred is a permanent position, in which event the Employer shall not be required to pay any further sum for expenses in addition to regular pay, but if within one year after making such election the Employer shall recall such employee to the metropolitan area or shall discharge or lay off such employee, the Employer shall defray all expenses actually incurred by such employee in moving his residence back to the metropolitan area.

2. No employee shall be required to work outside the metropolitan area unless such employee consents to such a transfer, and such employee may further elect to refuse to accept a permanent transfer at the time when the Employer announces its election as to permanency as heretofore provided. In the event of such refusal to accept a permanent transfer, said employee shall be retransferred to the metropolitan area.

3. For the purposes of this paragraph, Nassau and Suffolk Counties shall be considered to be within the metropolitan area.

Article IX

REPORT-TO-WORK PAY

Any employee directed to report for work, who so reports, shall receive at least four hours of work or the monetary equivalent thereof.

Article X

SENIORITY

A. The Employer shall make every reasonable effort to avoid layoffs.

B. Seniority shall be computed from the date of employment in any of the bargaining units covered by the agreements between the Employer and the Union; and as provided in G, H, and I below.

C. A work record shall be kept for each employee showing the occupations he has held while in the employ of the Employer.

D. In the event layoffs become necessary, the last person hired shall be the first to be laid off, and the last person laid off shall be the first to be recalled, in accordance with the seniority provisions of this Agreement, and provided the more senior employee is qualified to do the available work.

E. For the purpose of administering the seniority provisions of this Agreement, the seniority of employees shall be determined as follows:

1. No employee employed for six months or more shall be laid off while any new, inexperienced employees who have not completed their probationary periods are retained.

2. No employee who has six months' or more seniority within a plant shall be laid off while employees with less than six months' seniority who are within the same occupation or occupational group in that plant are retained. When in applying this provision of this Agreement it shall become necessary to lay off an employee who has less than six months' seniority in the affected occupation or occupational groups, the Employer at its option may elect to lay off such an employee on the basis of his occupational seniority or his seniority within the occupational group.

3. Except as provided in Paragraphs 1 and 2 above and 10 below, employees shall be laid off in accordance with occupational seniority.

4. An employee employed for less than two months shall have no seniority.

5. An employee employed for more than two months who has not been in any occupation for a period of two months or more shall have seniority in his current occupation for the full period of his employment.

6. An employee employed in his current occupation for more than two months shall have occupational seniority in his current occupation for the full period of his employment.

7. An employee employed for more than two months who is transferred from one occupation to another shall have current occupational seniority in the occupation into which he is transferred during the first two months of his employment in such occupation, and he shall also have full employment period seniority in the last occupation in which he was employed for a period of more than two months. After a transferred employee has been in his new occupation for a period of more than two months, he shall have no seniority in the occupation from which he was transferred, but he shall have full employment period seniority in the occupation into which he was transferred, except as provided in Paragraph A Four (A4) of the Transfer Article of this Labor Agreement and Paragraph E Ten (E10) of this Article. During the first two months of employment in an occupation to which an employee has been transferred, such transferred employee can be displaced by an employee having greater seniority in the occupation in which the transferred employee has employment period seniority.

8. An employee employed for less than 24 months shall have plant occupational seniority.

9. An employee employed for more than 24 months shall have full occupational seniority within his occupation as between the plant in which he is employed and such other plant upon which the parties may agree.

10. An employee employed for more than 60 months shall have Company-wide occupational group seniority.

F. An employee transferred from one plant to another shall carry his seniority with him.

G. In computing the total length of service, time lost as a result of any of the following shall be considered as time served:

1. Military Leave of Absence.

2. Any other authorized Leaves of Absence.

3. Absence from the plant because of accident or illness for a period not in excess of one year, provided the employee presents satisfactory evidence to substantiate his claim.

4. Layoff for a period of less than twelve months.

5. Period spent in a position outside the bargaining unit as a result of a transfer or promotion from the bargaining unit. A Union member so transferred or promoted shall be furnished a withdrawal card by the Union.

H. All seniority rights shall be forfeited by:

1. Voluntary quitting of employment.

2. Discharge for cause.

3. Twelve consecutive months of involuntary layoff.

4. Failure to report to work, within five days of the mailing of a registered letter sent to the employee's address of record offering him reinstatement, unless he gives a satisfactory reason for his failure to report. A copy of such letter will simultaneously be sent to the Union. The Union also shall be notified if the employee fails to report.

I. Notwithstanding anything that may be contained herein, in the event of a layoff the following officials of the Union, during their term of office, shall be the last persons to be laid off in the bargaining units:

1. President
2. Vice-President
3. Secretary
4. Treasurer
5. Sixteen Executive Board Members
6. Four Trustees
7. Chairman and Secretary of the Complaint Board
8. Five members of Job Evaluation Committee
9. Five members of Time Study Committee
10. Ten members of Central Grievance Committee
11. Editor of Shop News
12. Chairman of Activities Dept.
13. Chairman of Organization Dept.
14. A Steward shall have maximum seniority within his occupation within his plant (on the basis of one Steward for each fifty employees or major fraction thereof for each department for each shift).

J. Whenever possible, the Employer shall give to the Union, the Plant Chairman, and the employee affected, two weeks' notice of all proposed layoffs, except as provided in the Severance Pay Article of this Agreement.

K. Since the interests of the Armed Forces are considered by both parties to be paramount, there shall be no interference, in the administration of seniority provisions, with established production lines or groups which are declared critical by the Armed Services. A Vice-President of the Employer, a representative of the Union, and an arbitrator designated in accordance with the arbitration procedure set forth elsewhere in this Agreement, acting as a tripartite committee, are vested with complete power to make final and conclusive determinations as to what constitutes interference with these groups. A majority decision will suffice.

L. For the purposes of the seniority provisions of this Agreement, all Central Organization employees shall be considered employees of the Nassau Plant.

M. No hiring shall take place at any point in the Company in an occupation in which layoffs are planned or are taking place at any other point, or while there are laid-off employees (not then working for the Employer) in that occupation at the point at which the said hiring is taking place. The Employer will keep the Union informed of all vacancies that may exist so that such laid-off employees referred to the Employer by the Union may apply for such jobs, and the Employer agrees to hire such employees provided they are qualified to perform the available work.

N. The word "occupation" as used herein shall mean those listed in the Labor Agreement between the parties, dated 6/24/44, until such time as the parties shall list the "occupations" and establish the "occupational groups," both of which shall constitute a part of this Agreement.

ARTICLE XI

LEAVES OF ABSENCE

A. Upon written request by the Union, the Employer shall grant officers or elected representatives of the Union a leave of absence, without pay, for the purpose of attending to Union business. An employee granted such leave of absence shall suffer no loss of seniority because of his absence from the plant.

B. All employees leaving to serve in the land or naval forces of the United States shall be granted a military leave of absence for a period terminating ninety days after completion of military service. During such period of absence such employees' seniority shall continue to accumulate. Upon proper advice to the Employer that he has reported for duty, the employee shall be paid extra compensation based on length of service with the Employer as follows:

1. Less than six months' continuous service prior to the date of leave of absence—no extra compensation.

2. Six months to less than one year of continuous service prior to date of leave of absence—2 weeks' pay.

3. One year to less than two years of continuous service prior to date of leave of absence—3 weeks' pay.

4. Two or more years of continuous service prior to date of leave of absence—4 weeks' pay.

Any employee making application for re-employment prior to the expiration of his military leave of absence shall be restored to his former position or a position of like seniority, status, and pay, which pay shall include such general increases as may have been granted during such employee's absence, unless the Employer's circumstances have so changed as to make it impossible or unreasonable to do so, if both the following conditions exist:

a. The employee holds a certificate to the effect that he has satisfactorily completed his period of training and service; and

b. The employee is still qualified to perform the duties of his former position.

C. Any employee who is absent from the plant because of jury duty, within two weeks after the completion of such duty, shall be paid by the Employer the difference between his regular straight-time rate of pay for the period of jury service and the payment received for jury service, upon presentation of proper evidence as to jury service and the amount of compensation received.

ARTICLE XII

DISCHARGE

A. The first sixty days of employment shall be a trial or probationary period during which new employees may be discharged without recourse by the employee or the Union.

B. Employees who have completed their trial period shall be dis-

charged only for just cause. The Union shall promptly consider any claim that an employee who has completed his trial period has been unjustly discharged, and may present the matter as a grievance to be settled in accordance with the established procedure for the settlement of grievances.

C. The Employer shall keep the Union informed at all times of all discharges and layoffs.

Article XIII

SAFETY AND HEALTH

The Employer recognizes the importance of safety provisions in the plant for the protection of the health, life, and limb of the employees, and the Employer will make every effort to maintain such conditions conducive to the health and safety of the employees. A safety committee, including representatives of the Union in the employ of the Employer, will assist in planning a Safety Program.

All safety devices required by law shall be supplied by the Employer at its own expense.

Article XIV

PLANT VISITATION—BULLETIN BOARDS

A. Subject to government regulations, the officers or any authorized representative of the Union shall, upon request by the Union, have admission by pass from the Employer to the plants of the Employer during working hours, for the purpose of ascertaining whether or not this Agreement is being observed by the parties hereto or for assisting in the adjustment of grievances.

B. The Employer will continue to provide a reasonable number of bulletin boards in its plants to be used for posting notices or announcements of Union meetings and appointments or activities of a recreational or social nature. These bulletin boards shall be labelled with the Union's name. No notices shall be posted containing material of a controversial nature or which might conflict with any government or military rules and regulations.

Article XV

TERMINATION OF INDIVIDUAL CONTRACTS

All individual contracts of employment between the Employer and employee covered by this Agreement, except apprenticeship contracts, are hereby terminated to the extent that such contracts are in conflict with any term or provision of this Agreement.

Article XVI

ANTI-DISCRIMINATION

The Employer, either in hiring, promoting, advancing, or assigning to jobs, or any other term or condition of employment, will not discrimi-

nate against any employee because of Union membership or activity, sex, race, creed, color, or religious affiliation.

Article XVII

PRESENT CONDITIONS OF EMPLOYMENT

This Agreement shall not be deemed to impair any conditions of employment more beneficial to the employees than those provided herein; and any conditions of employment not covered by this Agreement which are beneficial to employees and which are now in effect as regular Company practice shall be continued during the period of this Agreement unless there is good cause for their withdrawal. Either party may demand arbitration with respect to a dispute as to whether good cause exists.

Article XVIII

WAGES

The following provisions shall apply to the employees covered by this Agreement:

A. The minimum hiring rate for new unskilled employees, except errand boys, shall be 60¢ per hour.

B. The rate for errand boys shall be 55¢ per hour.

C. Except for errand boys, no employee employed by the Employer for a period of more than three months shall receive less than 70¢ per hour to the nearest quarterly review.

D. 1. Fifteen (15) labor grades are established and all jobs included within a labor grade are to be paid the same range of rates. The labor grades in points and rate ranges are as follows:

Labor Grade	*Range in Evaluated Points*	*Range in Rates (Dollars and Cents)*
1	484- 524	.70- .80
2	525- 564	.74- .85
3	565- 604	.79- .90
4	605- 644	.83- .96
5	645- 684	.88-1.01
6	685- 724	.92-1.06
7	725- 764	.97-1.11
8	765- 804	1.01-1.17
9	805- 844	1.06-1.22
10	845- 884	1.10-1.27
11	885- 924	1.15-1.32
12	925- 964	1.20-1.37
13	965-1004	1.25-1.42
14	1005-1044	1.29-1.47
15	1045-1070	1.33-1.53

2. Ingrade progressions between the minimum and the midpoint of the ranges established for each of the labor grades shall take place and shall be effective at the regular quarterly reviews, at which time each employee whose wage rate shall be below the midpoint of his rate range shall receive an automatic ingrade increase of 5¢ per hour or the difference between his wage rate and the midpoint of his rate range, whichever is less. Ingrade wage progressions for employees at or above the midpoints of their respective rate ranges shall take place and shall be effective at the regular quarterly reviews (the first of such reviews to take place at the quarterly review following the review at which the employee reached the midpoint of his range), at which time each such employee shall receive an ingrade increase of 5¢ per hour or the difference between his wage rate and the maximum of his rate range, whichever is less, unless in the judgment of the Employer he has failed satisfactorily to perform the job. In the latter case, the Employer shall immediately notify the employee and the Union in writing that the increase will not be granted and the reasons for withholding it. If the employee is not satisfied, the matter shall be dealt with in accordance with the regular grievance procedure. If no grievance is lodged within one month from the date of the Employer's written notice that the ingrade increase has been withheld, the Union and the employee shall be deemed to have acquiesced in the action of the Employer. An employee who has progressed to the maximum rate of his classification (as determined by the maximum rate of the labor grade into which his classification falls) shall remain at that rate until reclassified.

The total of the wage adjustments given under the above provisions to employees who are at or above the midpoint of their respective rate ranges shall in no event exceed, for those at or above the midpoint of their respective rate ranges, an over-all average of 5¢ per hour in any twelve-month period commencing January 15th of one year and terminating January 14th of the next year.

3. All new unskilled employees (except errand boys) shall be hired at the rate of 60¢ per hour, shall be classified as Trainee (occupation), and each such trainee shall receive an automatic increase of 10¢ per hour after the first three months (to the nearest quarterly review) of employment and additional automatic increases of 5¢ per hour each three months thereafter to the minimum of the lowest classification in the occupation in which the employee is being trained. As soon as the trainee's rate becomes equal to the minimum of the lowest classification in which he is being trained, he will be reclassified into the lowest classification in the occupation and will be subject to the ingrade progression as outlined in D, 2 above. The first ingrade increase will take place at the first quarterly review following the employee's reclassification.

4. An employee who has reached the maximum of the rate range for his classification will be reviewed by his supervisor at the next quarterly review following his attainment of such maximum rate and will be eligible for upgrading if:

a. Work exists for him in the higher classification;

b. The employee is qualified to perform the work of the higher classification.

An employee upgraded to a higher classification will receive the minimum rate of that classification or the rate received at the time of upgrading, whichever is higher.

An employee will be eligible for an ingrade increase within his new classification at the next quarterly review following his reclassification.

Any employee upgraded to a higher classification shall be considered to be on a trial basis in his new classification for a period of one month and, in the event of unsatisfactory performance during this period, may be returned to his former classification and rate at any time without recourse by the Union or the employee.

The principles of seniority shall apply to promotions and upgradings when knowledge and ability as between individual employees is relatively equal. Upgrading shall not be on an automatic basis but shall be based on the criteria hereinabove set forth, except with respect to occupations in which there are "d" and "e" classifications, into which classifications employees shall be classified automatically upon attaining the minimum rate for the higher classification or the maximum rate for the lower classification, whichever is reached earlier.

5. There shall be a continuing Joint Job Evaluation Committee consisting of ten persons, five designated by the Union and five by the Employer. The Employer shall designate an individual to act as Secretary of the Joint Job Evaluation Committee. When a new job is established, the Secretary will develop a job description and evaluate such job by using the Joint Job Evaluation Manual. The job description and evaluation of new jobs shall be submitted for approval to the Joint Job Evaluation Committee. The Employer's and the Union's designees on the Joint Job Evaluation Committee shall each vote as a unit on any matter that comes before the Committee. In the event of disagreement on any matter before the Committee, including the question of whether a new job has been or should be established, the matter shall be finally determined by arbitration under the arbitration machinery set forth elsewhere in this Agreement. Such other rules and regulations for the procedure of the Joint Job Evaluation Committee shall be mutually developed by the parties as the necessity therefor arises.

6. All employees hereafter hired shall be classified by the Employer with recourse to the established grievance procedure in the event of any dissatisfaction on the part of the employee or the Union as to his classification.

7. In the event that the employee's present rate is higher than the maximum of the range for his classification, the employee will maintain his present rate and the Employer will attempt to place him in a classification carrying his present rate of pay. Any employee receiving a rate of pay in excess of the maximum of the range for his classification may be temporarily assigned by the Employer to another occupation in a classification where the rate range contains the employee's rate. An employee so temporarily assigned to a higher graded classification in another oc-

cupation who proves satisfactory after a one month's trial will be transferred into the new occupation. An employee temporarily assigned to a higher graded classification in another occupation who does not qualify for this new classification after one month's trial shall be returned to his original classification.

8. A leadman shall receive 10¢ above the maximum rate of the classification of the employees he is leading, or 10¢ above the maximum rate of his own classification, whichever is greater. In no event shall a leadman receive less than 10¢ per hour above his own rate before he assumed the duties of leadman. The rate for a leadman shall not be determined by the "personal" rate of any employee he may be leading. In the event that a leadman is relieved of the responsibilities and duties as leadman, his rate shall be adjusted to the maximum of his own classification, or his "personal" rate before he became a leadman, whichever is higher.

9. The hourly rates of the employees shall not be reduced during the life of this Agreement, except under the following circumstances:

a. When an employee is transferred in lieu of layoff to a different occupation in which the maximum of the range of the classification to which he is assigned is lower than his previous rate, in which event the transferred employee's rate shall be the maximum of the range of the classification to which he is assigned.

b. When an employee is reinstated to a different occupation in which the maximum of the range of the classification to which he is assigned is lower than the rate he received at the time of layoff, in which event the transferred employee's rate shall be the maximum of the range of the classification to which he is assigned.

c. When a leadman is relieved of his responsibilities as a leadman, his rate shall be adjusted to the maximum of his own classification, or his "personal" rate before he became a leadman, whichever is higher.

d. When an employee is transferred at his own request to a different occupation in which the maximum of the range of the classification to which he is assigned is lower than his previous rate.

10. Attached hereto and made a part hereof as if fully set forth herein is a schedule, marked Schedule A, containing: the job numbers, the occupational code numbers, list of occupational titles, evaluated points, labor grades, and rate ranges of all evaluated jobs.

Article XIX

PAY FOR WOMEN

It is understood and agreed that female employees shall receive pay equal to male employees where work is equivalent.

Article XX

ADVANCEMENT

Regardless of the occupational groups in which they may fall, all employees shall, wherever practicable, be afforded an opportunity to increase

their knowledge and skill and shall accordingly be advanced in their wage scales whenever positions at a higher rate are available.

Article XXI

APPRENTICES

Except for the provisions set forth in the Apprenticeship Agreement, when executed, the provisions of this Labor Agreement shall apply to apprentices.

Article XXII

SHIFT BONUS

A. Employees working in departments operating on a three-shift basis (i.e., three shifts of eight hours each) shall receive, as at present, a bonus of ten per cent of earned pay for work done on the second shift and a bonus of fifteen per cent of earned pay for work done on the third shift. The Second Shift is that shift within a three-shift department which starts between 3 P.M. and 6 P.M. and the Third Shift is that shift within a three-shift department which starts between 11 P.M. and 2 A.M.

B. Employees working in departments operating on a two-shift basis (i.e., two shifts of more than eight hours each) shall receive a bonus of fifteen per cent of earned pay for work done on the night shift. The Night Shift is that shift in a two-shift department which starts after 5 P.M.

Article XXIII

REOPENING OF WAGE QUESTION

A. If conditions in the industry based on available figures from the Department of Labor and the Department of Commerce and other governmental agencies will show an upward trend of wages substantially affecting the rates of pay of the classes of labor employed by the Employer, then the question of an appropriate upward revision of wage scales may be reopened upon thirty days' notice by either the Union or the Employer.

B. It is also agreed that if the cost-of-living index shows a substantial increase as reported by the Bureau of Labor Statistics, either party to this Agreement may reopen the question of wage scales for appropriate revision upon fifteen days' notice. It is understood that the index figure of January 15, 1942, shall be taken as 100.

Article XXIV

SEVERANCE PAY

If the Employer is notified by the governmental authorities that severance pay can be set up as a charge against government contracts, and approval, to the extent that the same is required, has been obtained from

the National War Labor Board to make such payments, the Employer agrees to the following plan for severance pay:

1. Severance pay will be granted to an employee laid off for lack of work in accordance with the following:

a. One day's severance pay (8 hours at base rate) will be given for each month of continuous service with the Employer up to a maximum of ten days' pay. In order to be eligible for severance pay, an employee must have completed three months' service with the Employer.

b. This policy will become effective as of the date the government authority is received to charge severance pay against government contracts.

c. It is understood that severance pay, when granted, will be in lieu of notice, but the granting of severance pay shall in no way affect an employee's right to accumulated vacation pay or other benefits to which he may be entitled. It is further understood that in the event of recall of a laid-off employee, and subsequent layoff of the same employee, severance pay will be computed on the basis of continuous service from the date of recall.

Article XXV

VACATIONS

A. Each employee covered by this Agreement who shall have been employed by the Employer for twelve months during the period, hereinafter termed the "vacation year," from July 1st of one year to June 30th of the following year, shall receive two weeks' vacation with pay. Each week of vacation with pay to which an employee may be entitled hereunder shall be known as a "vacation week."

B. Each employee covered by this Agreement who shall have been employed by the Employer for less than twelve months during the period hereinafter termed the "vacation year," from July 1st of one year to June 30th of the following year, shall receive one day's vacation with pay for each month of employment. In no event, however, shall an employee receive more than the two weeks' vacation with pay, provided in Paragraph A above.

C. The vacation pay provided for in A and B above will be computed at the employee's effective rate as of June 30th of the "vacation year."

D. Upon termination of employment, an employee will be paid the amount of vacation pay accrued to him during the current "vacation year," as provided in Paragraphs A and B above, except that the rate of pay for such vacation period shall be the employee's effective rate as of the date of termination. No more than two weeks' vacation pay shall be accrued in any case.

E. For the purpose of determining the number of "vacation weeks" or "days" to which an employee may be entitled hereunder, a month of employment is defined as any calendar month in which an employee has been given vacation credit for at least fifteen days of the month.

1. Vacation credit shall be given for:
   a. Days worked
   b. Sundays
   c. Holidays and vacation days
   d. Absence caused by sickness, occupational accident, and non-occupational accident.
   e. Any individual cases of absence approved by the Director of Industrial Relations expressly for the purpose of allowing vacation credit.

F. 1. In calculating the number of hours in the "vacation week" and "vacation day," each of the Employer's plants shall be treated as a single unit and the employees in each of these plants shall receive vacation pay accordingly.

2. The number of hours in a "vacation week" in each of the plants of the Employer shall be the weighted average of the hours in the scheduled work weeks which prevailed in each of the plants of the Employer during the "vacation year."

3. The number of hours in a "vacation day" in each of the plants of the Employer shall be calculated by dividing the number of hours in the "vacation week" by the average number of days in the scheduled work weeks which prevailed in each of the plants of the Employer during the "vacation year."

4. The "vacation week" and "vacation day" of employees whose services are terminated prior to June 30th in any "vacation year" and who are entitled to accumulated vacation pay under the terms of this section of this Agreement shall be calculated in the same manner as hereinabove provided in Paragraphs 2 and 3 of this section of this Agreement, except that the period for which such calculation is made shall be for that part of the "vacation year" for which they are entitled to accumulated vacation pay.

5. In no event shall an employee receive less than the amount of vacation pay he would have received under the Agreement between the parties dated June 24, 1944.

G. It is the normal policy of the Employer to close the entire plant for a two-week vacation period during August of each year, and when such closing takes place, all vacations shall be taken during such period, provided, however, that the Employer reserves the right to designate employees to do essential or emergency work during the vacation period and in such cases employees so designated will be granted an equivalent vacation period at such other times as is convenient to the employee, as far as is practical. Wherever it is practical, any crew used during the shutdown period shall be composed of those employees not entitled to the full two weeks' vacation.

During the war when in the discretion of the Employer such two-week vacation period shall be inadvisable, the Employer, after consultation with the Union, may require employees either to accept vacation pay in lieu of vacation or to take vacations at other times. In assigning vaca-

tions, however, the Employer will, insofar as practicable, consult the convenience of the individual employee.

Article XXVI

GRIEVANCE PROCEDURE

A. Employee Grievances

In the event that any dispute, difference, or grievance shall arise between an employee and the Employer, such dispute, difference, or grievance shall be settled in the following manner:

1. In the first instance, by the Foreman, the employee involved, and the Steward of the Department. All grievances submitted to the Foreman in writing shall be answered by the Foreman in writing within three days from the time the written grievance was presented.

2. In the event that the grievance is not promptly adjusted under Paragraph 1, the grievance shall be taken up by the Plant Grievance Committee with the Plant Manager and the Personnel Manager, or their duly designated representatives. Either party may require the presence of the Foreman, the Steward, or the complainant involved. The Plant Grievance Committee for the Union shall not exceed five (5) members on each shift, all of whom shall be employees of the same plant, except that there may be one additional outside representative of the Union.

3. The Plant Grievance Committee shall meet with the Plant Manager and the Personnel Manager, or their designated representatives, at a fixed time each week for the purpose of discussing and settling any grievances that there may be.

4. In the event of failure within one week to adjust a grievance under Paragraph 3, the grievance shall then be taken up by a Central Grievance Committee consisting of no more than ten (10) members not more than five (5) of whom together with an additional outside representative of the Union shall meet for the purpose of adjusting the grievance with the Vice-President for Manufacturing and the Director of Industrial Relations or their duly designated representatives. The Employer's representatives will meet with the Central Grievance Committee within one week of notice from them that a grievance requires adjustment. Meetings at regular intervals may be arranged by mutual agreement in the event that grievances arise which necessitate meetings.

B. Union-Employer Grievances

All disputes, differences, or grievances that may arise between the Union and the Employer, or between the Employer and the Union, shall be taken up between such members of the Central Grievance Committee (not more than five (5) in number, together with an additional outside representative of the Union) and the Vice-President for Manufacturing and the Director of Industrial Relations, or their duly designated representatives.

C. Grievance as a Result of Discharge or Suspension with a View to Discharge

All disputes arising out of the suspension of an employee with a view to discharge or from the discharge of an employee shall be taken up as a Second Step Grievance within three (3) days from written notice to the Union of the suspension or discharge and every endeavor shall be made by the parties to dispose of such dispute, difference, or grievance not later than five days from the date of receipt of the notice. When an employee has been unjustly discharged or unjustly suspended with a view to discharge, adjustment of the grievance shall include reinstatement and such compensation for time lost as may be agreed upon or directed by the Arbitrator.

D. Payment of Union Representatives

Grievances may be taken up during working hours and employees who are official Union representatives shall be compensated by the Employer at their regular rates of pay for time properly spent in the taking up of grievances. Such pay shall be limited to four (4) hours per week in the case of Stewards and five (5) hours in the case of members of the Plant and Central Grievance Committees, except that the Plant Personnel Managers or the Director of Industrial Relations or their designated representatives may in their discretion extend the time in appropriate cases.

E. Individual Conferences on Grievances

No employee with respect to whom a grievance is pending shall be summoned to the office of any representative of the Employer for the purpose of discussing the grievance or wages, hours, or other conditions of employment unless a member of the Plant Grievance Committee shall be present at such discussions.

F. Conferences of Department Steward and Union Official

A department Steward, desiring to confer with a member of the Plant Grievance Committee in the same plant with respect to a grievance in his department, shall request of the Foreman that such Committeeman be summoned and the Foreman shall summon such Committeeman or permit the Steward to do so. A member of the Plant Grievance Committee may summon another member thereof in the same manner.

G. Arbitration

All disputes, differences, or grievances arising out of this Agreement that shall not have been satisfactorily settled within ten (10) days after following the procedure hereinabove set forth, shall, at the request of either party, be promptly submitted to arbitration before . . (Arbitrator) . . , ... address . . . . . In the event that . . (Arbitrator) . . is unable or unwilling to serve in any particular case, then, at the request of either party, an arbitrator shall be designated by the New York State Board of Mediation. The decision of the Arbitrator shall be final and binding upon all parties and shall be complied with promptly.

The Employer and the Union shall bear equally the Arbitrator's fees and other expenses incidental to arbitration.

ARTICLE XXVII

STRIKES AND LOCKOUTS

The Union and its members individually and collectively agree that during the term of this Agreement they will not cause or permit, or take part in any sitdown, strike, stoppage, or organized curtailment of work, unless the Employer refuses or fails to conform to an award of an Arbitrator rendered in accordance with the provisions of this Agreement.

The Employer agrees that it will not sanction any lockout of its employees.

ARTICLE XXVIII

DURATION OF AGREEMENT

A. This Agreement shall remain in full force and effect from ... (Date) ..... to ..... (Date) ..... , and shall thereafter automatically continue in full force and effect for successive periods of one year, provided, however, that either party hereto at its election may terminate or offer amendments to this Agreement at the end of any period aforesaid by giving notice in writing to the other party, not less than thirty days prior to the expiration of any such period of its election to terminate or offer amendments to this Agreement at the end of such period. A registered letter mailed to the Union at its office located at ..... or to the Employer at ..... shall constitute notice in either instance.

In WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers the day and year first above written.

. (Union) .... (Company) . .

BY ... , PRESIDENT BY ... , PRESIDENT

Standard Labor Agreement[1]

(Prepared by Mr. S. L. Newman, General Vice President, International Association of Machinists, Affiliated with the American Federation of Labor)

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into at New York, N. Y., by and between ..... Corporation, a New York corporation, hereinafter called the Company, and the Grand Lodge of the International Association of Machinists and the ..... Lodge No. 402 of District No. 15 of the International Association of Machinists, hereinafter called the Union.

[1] Submitted to Personnel Relations Conference, The Society for the Advancement of Management (New York Chapter), January 19, 1945.

PURPOSE

WHEREAS, the parties hereto desire to coöperate in establishing and maintaining proper and suitable conditions in the industry which will tend to secure the uniform and equitable terms of employments and conditions of labor satisfactory to the Company and employees and provide methods for fair and peaceful adjustment of all disputes that may arise between the parties hereto or between those represented by them and who are affected by this agreement, and in order to insure, so far as possible, uninterrupted operation and general stabilization of the industry; and to promulgate rules and regulations and to establish and declare policies to insure a proper and ethical conduct of the business and relations between the Company and the Union and the Employees;

NOW, THEREFORE, BE IT AGREED:

ARTICLE I

RECOGNITION

The Company recognizes the Union as the sole and exclusive bargaining agency, for the purpose of bargaining in respect to rates of pay, wages, hours of employment, and all other conditions pertaining to employment of all the employees in the bargaining unit hereinafter set forth.

ARTICLE II

BARGAINING UNIT

The bargaining unit consists of all maintenance and production employees of the Company exclusive of Executives, Office Employees, and Supervisory Employees above the status of Foreman.

ARTICLE III

DISCRIMINATION

The Company will not interfere with, restrain, or coerce the employees because of membership or lawful activity in the Union, nor will it by discrimination in respect to hire, tenure of employment, or any term or condition of employment attempt to discourage membership in the Union.

ARTICLE IV

UNION STATUS

(a) It is agreed that all employees covered by the terms of this agreement shall as a condition of employment be members of the Union in good standing during the terms of this agreement.

(b) The Company agrees to engage all new employees from the Union. In the event the Union is unable to provide the requested personnel within forty-eight (48) hours, the Company may hire such help in the open market. In such case the new employees must make application to and become members of the Union before commencing work.

(c) In the event that any employee for any reason whatsoever ceases to be a member in good standing in the Union, he shall summarily be dismissed by the Company after notice has been received from the Union.

ARTICLE V

CHECK-OFF

The Company agrees to deduct each month from the pay of its employees who are covered by the terms of this agreement the prescribed initiation fees, dues, and assessments of the Union and to remit the aggregate sum to the Financial Secretary of the Union.

ARTICLE VI

APPRENTICES

It is agreed that the parties hereto will negotiate an apprenticeship agreement which recognizes and includes the Federal Apprenticeship Standards, and when such agreement is negotiated and entered into, it shall become a part of this agreement and attached hereto, and it shall have the same force and effect as if a part hereof.

ARTICLE VII

HOURS OF WORK

(a) Eight (8) scheduled hours per day shall constitute a day's work.

(b) Forty (40) hours per week, Monday to Friday inclusive, shall constitute a week's work.

(c) The actual number of shifts and the starting time and actual hours of work in each shift shall be fixed from time to time by mutual consent of the parties hereto.

ARTICLE VIII

OVERTIME

(a) The following overtime hours of work shall be paid for at the rate of time and one-half:

1. All hours worked before and after the regularly scheduled starting and quitting time.
2. All hours worked in excess of eight (8) hours in any one day.
3. All hours worked in excess of forty (40) in the scheduled work week for which overtime has not been paid.
4. All hours worked on Saturday.

(b) The following overtime hours of work shall be paid for at the rate of double time:

1. All work performed on the designated holidays.
2. All work performed on Sunday.
3. All work performed in excess of ten (10) hours in any one day.
4. All work performed in excess of eight (8) hours on Saturday.
5. All work performed on the employees' scheduled day off.

(c) 1. So long as Executive Order No. 9240 remains in effect, the aforesaid provisions in this clause shall be deemed to be modified to conform with the provisions of the Order.

2. The Company agrees to carry out the permissives as well as the obligatory provisions of the Executive Order.

Article IX

CALL-IN PAY

(a) In the event an employee reports for work on his regular shift without previously having been notified not to report, he shall be given at least eight hours' work, or if no work is available, he shall be given eight hours' pay.

(b) Any employee called in to work on a shift other than his regular shift or on his day off shall be given at least eight (8) hours' work or eight (8) hours' pay.

Article X

WAGES

(a) The employees covered by the provisions of this agreement shall be compensated in accordance with the wage schedules annexed hereto and made a part hereof and marked Exhibit "A."

(b) The Union reserves the right to reopen negotiations concerning wage schedules should the cost of living increase. All revised wage schedules shall be effective as of the date of the notice from the Union to the Company requesting the commencement of wage negotiations.

(c) In the event there is no agreement reached thereon, the wage rates in dispute shall be referred to arbitration, as provided for in Article XIX herein, for final decision.

Article XI

FEMALE EMPLOYEES

(a) Female employees who do substantially the same work as male employees shall receive the same rates of pay as male employees.

(b) Female employees shall not be required to lift any unduly heavy objects.

Article XII

NEW EMPLOYEES

All new employees engaged by the Company shall be deemed for the first thirty (30) days of their employment to be engaged for a trial period. All such new employees may be laid off or dismissed during said trial period with or without cause. After the said trial period all employees shall be deemed to be regular employees covered by the terms of this agreement.

ARTICLE XIII

ASSIGNMENT OF AGREEMENT

This agreement and all the provisions thereof shall be binding upon the successors and the assigns of the Company.

ARTICLE XIV

SENIORITY

(a) All layoffs, transfers, assignments to available vacancies, promotions, and rehiring shall be made in accordance with the rule of seniority by occupational classification based upon length of service of the employee with the Company. Preference in all changes in the status of an employee as herein set forth shall be given to senior employees.

(b) Seniority shall be lost for the following reasons:

1. Voluntary quitting;
2. Discharge for cause and cause sustained.

(c) Exceptions to the above seniority rules may be made by mutual agreement between the Union and the Company.

ARTICLE XV

VACATION

All employees who have had the length of employment specified in the table below shall be entitled to the corresponding vacation with pay as straight time set forth therein:

6 months but less than 8 months	3 days	(24 hours)
8 months but less than 10 months	4 "	(32 ")
10 months but less than 12 months	5 "	(40 ")
1 year or over	6 "	(48 ")
2 years or over	7 "	(56 ")
3 years or over	8 "	(64 ")
4 years or over	10 "	(80 ")
5 years or over	12 "	(96 ")

ARTICLE XVI

HOLIDAYS

All of the employees covered by this agreement shall be privileged to observe the following holidays without pay deductions:

New Year's Day
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

ARTICLE XVII

LEAVE OF ABSENCE

(a) Any employees upon application in writing shall be granted a leave of absence without pay for a reasonable period of time because of official Union business, personal illness, maternity leave, illness in immediate family, disability, or for any other just cause.

(b) It is understood that the employee will, upon application, be reinstated to his former or an equivalent position at the termination of the leave of absence at the then-prevailing rate for the work performed, provided that the employee has seniority rights.

(c) Seniority shall accumulate during all leaves of absence provided for above.

ARTICLE XVIII

UNION REPRESENTATION

(a) The Company agrees to recognize the Department Committeemen, the Grievance Committeemen, and representatives of the International Association of Machinists as the official representatives of the Union, in connection with any problems which may arise between the Company and the Union under this agreement.

(b) The employees in each department, on each shift, shall be represented by a reasonable number of Department Committeemen. The employees of each plant covered by this agreement shall be represented by a reasonable number of members of the Grievance Committee who will present grievances as provided in Article XIX of this agreement.

(c) Local Lodge officers and members of the Grievance Committee shall head the seniority list during their term of office. Department Committeemen shall, during their term of office, have top seniority over the other employees in their respective jurisdictions.

(d) The Union agrees that it will from time to time advise the Company in writing of the names of the Department Committeemen and members of the Grievance Committee who have been authorized to act on behalf of the Union. If, and when, changes are made, the Union will notify the Company of such changes.

(e) Department Committeemen, members of the Grievance Committee, and Local Lodge officers shall receive their regular pay for time spent during their working hours in investigating or settling grievances in accordance with the procedure set forth herein.

(f) International or local representatives of the Union who are not employees of the Company shall have access to the Personnel Office of the Company for the purpose of carrying out the terms of this agreement

ARTICLE XIX

SETTLEMENT OF DISPUTES

(a) A grievance shall in the first instance be taken up with the foreman by the Committeeman. The foreman shall render a decision thereon as soon as possible, but in no event more than two working days.

(b) If the grievance is not satisfactorily adjusted by the foreman, it shall be taken up by the Committeemen and a Member of the Grievance Committee with the plant Superintendent, who shall render a decision thereon as soon as possible, but in no event more than two working days.

(c) If not satisfactorily adjusted by the plant Superintendent, it shall be taken up (with the President of the Company) by the Grievance Committee and a Representative of the International Union.

(d) If the above procedure has failed to settle the grievance, it may be submitted to arbitration by either party:

1. Within thirty (30) days from the meeting at which the controversy has failed to be satisfactorily adjusted, the party choosing to arbitrate shall give written notice to the other party setting forth specifically the nature of the dispute to be arbitrated and designating one arbitrator selected by it;

2. Within five (5) days from the receipt of such notice the other party shall notify the first party of the arbitrator selected by it, and shall also serve on the first party its statement of the matters to be arbitrated.

3. Within five (5) days after the selection of the second arbitrator the two arbitrators shall select a third. If they are unable to agree on a third arbitrator within said five days, the latter shall be designated at the request of either party by the Director of Conciliation, United States Department of Labor.

(e) The decision of a majority of the Board of Arbitration shall be final and binding and shall conclusively determine the subject of the arbitration for the duration of this agreement.

(f) Either party to this agreement is permitted to call in employee witnesses and submit evidence at any of the above conferences for the purpose of substantiating their respective contentions or claims. A record of grievances and the disposition thereof shall be kept and copies be furnished all parties in interest including aggrieved employee or employees.

Article XX

DISCHARGES

(a) The Company agrees that no employees shall be discharged without good and sufficient cause.

(b) Should there be any dispute between the Company and the Union concerning the existence of good and sufficient cause for a discharge, such discharge shall be adjusted as a grievance in accordance with the terms of this agreement.

(c) In the event that it is necessary to submit a discharge case to the Board of Arbitration and the Board of Arbitration finds that the employee has been discharged without good and sufficient cause, such employee shall be reinstated to his former position and the Board of Arbitration shall compensate the employee for all time lost.

Article XXI

STRIKES AND LOCKOUTS

There shall be no strike or lockout during the term of this agreement, except in the case of failure to comply with the decision of the Arbitration Committee.

Article XXII

MAINTENANCE OF PRIVILEGES

It is hereby agreed that any privileges previously enjoyed by employees will not be denied them because of signing this agreement.

Article XXIII

SERVICE

An aged or other employee who gives long and faithful service in the employ of the Company and has become unable to handle his or her assigned work to advantage shall be given every consideration for such work as may be available, which the employee is able to perform, at a rate per hour commensurate with the value of the service performed and as agreed to by the parties hereto.

Article XXIV

BULLETIN BOARDS

The Company agrees to place bulletin boards at appropriate locations in the plant on which the Union may post notices of its recreational and social affairs and of Union elections and results thereof, appointments, and meetings. All such notices shall be shown to the Plant Manager or his designee and shall be countersigned either by the Recording Secretary or the President of the Union. The Union shall promptly advise the Company of the election of each such officer and shall provide the Company with their specimen signatures.

Article XXV

SAFETY AND SANITARY CONDITIONS

(a) The Company shall furnish and maintain safe and healthful sanitary conditions including clean and adequate locker accommodations with suitable washing facilities.

(b) The Company agrees to provide suitable parking facilities if reasonably available for the employees covered by the terms of this agreement.

ARTICLE XXVI

MILITARY SERVICE

(a) Employees who voluntarily enter or are conscripted into the service of the Government, either under the Joint Resolution of Congress with respect to the National Guard, approved August 27, 1940, or the Selective Training and Service Act, or who may hereafter for any reason become a component of the United States Army or Navy will be granted a leave of absence with full retention of their seniority rights and with cumulative seniority during such absence. The Company agrees that such employees will be returned to their former positions or an equivalent position and be paid at the established rates upon their return in accordance with the applicable seniority rules, provided there is work they are qualified to do and provided that they make application for re-employment within ninety (90) days after being released from service and provided that they have not been dishonorably discharged.

(b) The Company will make every reasonable effort to place employees who may have become handicapped during such service.

ARTICLE XXVII

ALTERATION OF AGREEMENT

It is understood and agreed that no agreement, alteration, understanding, variation, waiver, or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Company and in no case shall it be binding upon the parties hereto unless made and executed in writing between the parties hereto.

ARTICLE XXVIII

TERMINATION OF AGREEMENT

(a) This agreement shall be and remain in effect for the period of one (1) year from the date hereof, and thereafter shall be automatically renewed from year to year unless at least thirty (30) days prior to termination of any yearly period either party shall serve on the other written notice that it desires to make a change therein and specify such change.

(b) In the event of a proposed change, both parties hereto agree to arrange a conference between them to be held within ten (10) days after the serving of such notices for the purpose of negotiating the proposed change or changes.

(c) In the event that such conference or conferences fail to result in an agreement before the expiration date of this agreement, this agreement will remain in full force and effect until the execution of a new agreement.

(d) Any new agreement resulting from negotiations hereinabove de-

scribed shall be deemed to be effective as of the day immediately following the termination date of the prior agreement.

Signed this ..... day

of ....., ...

.....

By .....

International Association of
Machinists, ...

Lodge No. 402, District 15

Agreement with Airplane Accessories Manufacturer

This agreement, made and entered into in the City and State of New York, by and between (Company) , a duly authorized Corporation doing business in the State of New York, hereinafter called the "Company," and (Union) , hereinafter called the "Union."

Considering their mutual interests and their desire to stabilize employment, eliminate strikes, lockouts, and discontinuance of work, agree that:

Article I

RECOGNITION

Section 1. The Company recognizes the Union as the sole and exclusive bargaining agency for all employees of the Company in the New York Metropolitan area in all present plants and such other plants as the Company may hereafter open and operate in the New York Metropolitan area, including shipping, receiving, and stock room personnel, but excluding dispatchers, superintendents, assistant superintendents, foremen, purchasing, accounting, clerical personnel, engineers, draftsmen, detailers, production planning, guards, members of the executive and administrative staff, and those individuals who have the authority to hire and fire, and those individuals who are responsible for formulating and executing company policy.

Section 2. The Company recognizes the Union's duly constituted representatives as the sole authorized representatives for the purpose of administering this agreement, conducting negotiations, and settling of grievances.

Section 3. There shall be four Shop Committee members elected by the Union for the purpose of administering this agreement, handling grievances and disputes, and conducting negotiations.

Section 4. There shall be no more than one (1) steward for every twenty-five (25) employees.

ARTICLE II

MANAGEMENT

SECTION 1. Subject to the provisions of this Agreement, the direction of the working forces are invested exclusively in the Company.

SECTION 2. The Company shall also have the sole right to determine the extent to which its plants shall be operated or shut down, or production reduced or increased, and to introduce new and/or improved methods and/or standards of production and/or personnel, subject to the provisions of the Agreement.

ARTICLE III

MAINTENANCE OF MEMBERSHIP

SECTION 1. All employees in the classifications covered by this agreement who fifteen (15) days after the date of the execution of this agreement are members of the Union in good standing, in accordance with the terms of the constitution and by-laws for the International Union, and those employees who may voluntarily thereafter become members, shall as a condition of employment remain members of the Union in good standing during the life of this agreement.

SECTION 2. Fifteen (15) days after the execution of this Agreement the Union shall furnish to the Company a verified list of employees in the classifications specified in this agreement claimed to be in good standing as of that date. If any employee named on that list asserts that he has previously withdrawn from membership in the Union, or that he has never become a member in good standing of the Union, the assertion or the dispute shall be treated as a grievance as herein provided for in Article XII.

ARTICLE IV

CHECK-OFF

SECTION 1. The Company agrees to deduct from the wages of members of the Union such amount as each member of the Union individually and voluntarily certifies in writing that he authorizes such deductions. All sums so deducted in this manner shall be turned over by the Company to the Financial Secretary of Local 261.

ARTICLE V

REOPENING CLAUSE

SECTION 1. In the event that the provisions of Wage Stabilization set forth in the Presidential Executive Orders and the Wage Stabilization Policy of the National War Labor Board are revised significantly and substantially, the Union or the Company may reopen the question of wages only on ten (10) days' written notice, provided that this agreement shall have been in effect at least three (3) months after signing.

SECTION 2. In the event the Union and the Company are unable to

agree on any recommended wage change proposed by either side under Section 1 of Article V, the dispute shall be considered a grievance and treated according to the grievance procedure provided herein in Article XII.

Article VI

UNION SECURITY

Section 1. The Company shall not discriminate against or coerce or interfere with its employees in any way because of membership in the Union.

Section 2. The Union shall not intimidate, coerce, or allow its members to intimidate or threaten employees, in any manner. The Union shall not conduct any Union activity on company time except as provided in Article VI, Section 3, and in Article XII.

Section 3. Steward and Shop Committee Members shall be afforded time off without deduction of pay to attend the handling of grievances and to attend negotiations with the Company. When such time is lost, the steward and Shop Committee Members shall secure approval from their supervisor for permission to leave their work places. The prerogative of lost time for stewards and Shop Committeemen shall not be abused. For reasons other than grievance procedure and negotiations, time off will not be allowed unless permission has been obtained in advance from the Director of Industrial Relations or his Assistant.

Section 4. The Company shall keep on file in the employment office a correct seniority list, a record of all transfers, promotions, classifications, and scales of pay provided for in this Agreement. Such information will be made available during working hours to authorized representatives of the Union upon application to the Director of Industrial Relations or his Assistant.

Section 5. Each employee upon being hired shall receive a notice in writing, stating his classification and rate of pay. In the event that there is a reclassification of an employee from one classification to another, such employee shall, at the time of reclassification, receive a notice in writing, showing the new classification and the date effective. In the event that claim is made that action by the Company under this Section has not been made for just and proper cause, the matter shall be treated as a grievance as herein provided for in Article XII.

Article VII

WAGES

Section 1. The classification of employees and their minimum rates of pay for said classifications are set out in Exhibit A, which is attached hereto and made a part hereof, subject to the review of and the approval of the National War Labor Board. Any changes in the rates of pay for any of the classifications set forth in Exhibit A shall become effective as of ..... The establishment of new classifications or the modifica-

tions of present classifications shall be jointly agreed upon by the Company and the Union and shall be submitted for approval to the proper governmental agencies.

ARTICLE VIII

HOLIDAYS

SECTION 1. Work performed on the following legal holidays, namely, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas, (provided that if any of the above holidays falls on Sunday, the Monday observed by the State, Nation, or by proclamation shall be considered the holiday) shall be paid for at the rate of time and one-half. Four hours' time off will be credited to employees working on such holidays provided that such time off is taken within two weeks of the holiday worked. 'If such time is not taken, no compensation will be given. Holidays not worked shall be considered as time worked for computing overtime effective as of . . . . For work not performed on any of the aforesaid holidays, the employee shall be paid for one day's work computed by multiplying the regular hourly rate by eight (provided he has been at work at least one day during the thirty (30) working days preceding the holiday).

SECTION 2. If for purposes of the war effort it is required that any of the production departments remain open on any of the above holidays, and after the Company requests certain employees to work, and any employee refuses, he shall forfeit his right subject to appeal to the grievance procedure provided for herein to be paid straight time therefor and shall receive no compensation for that day unless such failure to comply with such a request is occasioned by proper reason such as:

a. Death in immediate family (parent, child, brother, sister, husband, or wife).
b. Illness, which reason must be substantiated by a doctor's certificate or approval by Company's Medical Department, with the discretion of management.
c. Attendance before Draft Board when presented by official notice under Selective Service Act to so report.

ARTICLE IX

VACATIONS

SECTION 1. The Company shall have the right to fix vacations during the War emergency during vacation period at its reasonable convenience and it shall have the right to give any employee the vacation pay herein agreed upon, in lieu of time off for vacation, but it is expected that this option will not be exercised unless there is reasonable ground for the presence of employee at his or her work. Only those employees are eligible to vacation allowances as set forth, who have been continuously employed in full-time work in regular departments of the Company. Absence of thirty (30) or more consecutive days shall not accumulate toward vacation.

SECTION 2. The rates shown in the following table shall go into effect:

Start of Employment (On or Before)	*Accumulated Service*	*Computed by Multiplying Present Hourly Rates By*
6-1-43	3 years	80
12-1-43	2½ years	72
6-1-44	2 years	64
12-1-44	1½ years	48
6-1-45	1 year	40
12-1-45	6 months	24

SECTION 3. Employees who leave the Company at their own option or who are laid off or discharged prior to the beginning of the vacation period (June 1, 1946) will not be entitled to vacation. The vacation period as herein referred to shall be from June 1 to Labor Day. Employees laid off and returned to their jobs within three months will suffer no loss in vacation benefits.

ARTICLE X

SEVERANCE PAY

SECTION 1. After four (4) months of completed service following February 10, 1946 an employee laid off will be entitled to one-half (½) day's severance pay for each completed month of service not to exceed two and one-half (2½) days' pay.

ARTICLE XI

HOURS OF WORK

SECTION 1. The Company's regular work week shall commence on Monday. Time and one-half shall be paid for all work in excess of eight hours per day in any continuous twenty-four (24) hours beginning at the time of the employee's shift or in excess of forty (40) hours in any one week, whichever is greater, but not both. Should the President or Congress of the United States or any authorized governmental agency during the term of this agreement suspend or modify the provisions herein pertaining to hours of overtime, then this agreement, insofar as it deals with overtime, or holiday compensation, shall be modified accordingly. Double time shall be paid for work performed on the seventh consecutive day worked within the regularly scheduled work week. All overtime shall be equally divided among the employees of any department as far as such division is practical.

If an employee is absent for any reason except as herein provided, during the week, time worked on Saturday will be computed at straight time unless 40 hours has been previously worked.

SECTION 2. Any change in working hours shall be a matter of mutual agreement between the Employer and the Union.

SECTION 3. Any employee called to work or permitted to come to work without having been notified at least three (3) hours before the regular quitting time of the previous day that there will be no work shall receive a minimum of four (4) hours' pay at the regular hourly rate except in case of labor disputes or other conditions beyond the control of the Company.

SECTION 4. An employee who is requested to work on a day other than a regularly scheduled work day shall receive a minimum notice of three (3) hours before the regular quitting time of the previous day.

ARTICLE XII

GRIEVANCE PROCEDURE

SECTION 1. Grievances arising under the provisions of this agreement shall be presented as follows:

a. Any employee or group of employees feeling aggrieved may present through a Union Shop steward such claimed grievance for adjustment with the supervisor involved.
b. In the event the grievance is not adjusted, it shall be reduced to writing and submitted to the foreman through the shop committee.
c. In the event that no satisfactory adjustment is made, the grievance shall be presented to the Director of Industrial Relations, or his assistant, by the shop committee for adjustment.
d. In the event that no amicable adjustment is made, a representative of the local and a representative of the International Union shall attempt to reach a settlement.
e. In the event that no settlement is reached, either party may make application for a list of five names from the United States Conciliation Service of the Department of Labor. Upon receipt of such list the Union and the Company shall meet promptly and not later than three (3) days thereafter for the purpose of selecting one of the persons so named as an arbitrator. If no agreement is had within twenty-four (24) hours after such meeting with respect to the selection of an arbitrator from said list, either party may immediately notify the United States Conciliation Service and request that the Director of the Conciliation Service appoint an arbitrator. The decision of the arbitrator shall be final and binding upon the parties and shall be rendered as soon as possible after the close of the hearing. The expense of the arbitration shall be divided equally between the Company and the Union.
f. If any changes are made in any of the provisions of this agreement prior to its termination, the remaining provisions of this Agreement shall not be affected thereby and shall continue in full force and effect until its termination.
g. Grievances which are not submitted in writing by either party as under Section "b" shall not be considered after sixty (60) days from the date of such grievance.

ARTICLE XIII

SENIORITY

SECTION 1. Seniority shall be observed within occupational groups and, upon satisfactory completion of the ninety-day probationary period, shall become effective the first day of work. Occupational groups shall be determined by mutual agreement between the Employer and the Union. Promotions and transfers shall be made in order of seniority; competency and physical fitness to perform the work shall be considered.

SECTION 2. An employee shall lose seniority for the following reasons:

a. For quitting
b. Discharge for just cause
c. Failing to report for work within three (3) working days when called back by the Company by telegram or special delivery letter
d. An employee's name shall not be removed from the seniority list for absence from work on account of actual sickness or accident, provided the Company is notified by telephone, telegraph, or mail of the reason for such absence within three (3) days from the time that such absence from work began. The Company reserves the right to require a medical examination or a doctor's certificate to determine if his absence is justified.

SECTION 3. Union Officers, Members of the Shop Committee, and Shop Stewards shall head the seniority list during the terms of their office for the purpose of layoffs and rehiring, and shall be returned to their regular standing on the seniority list upon the termination of their services upon said committees.

SECTION 4. The Union shall submit an official list of Union Officers, shop committeemen, and stewards to the Company.

ARTICLE XIV

LAYOFFS

SECTION 1. Layoffs shall be made according to occupational groups in the inverse order of seniority; all probationary employees shall be laid off before any employees with seniority within such occupational groups. If, because of differences in ability and efficiency, it is desired to lay off an employee outside of seniority, such action shall first be discussed and agreed upon by the Union and the Company within two meetings held for this specific purpose. The Company shall be the sole judge of an employee's ability, but if the Union does not agree, the matter shall be treated as a grievance as herein provided in Article XII.

SECTION 2. Notice of proposed layoffs and rehiring shall be given to the Union Shop Committee within a minimum of 48 hours prior to the effective date of the layoff. Such notice shall indicate the names, department, occupational classification, and seniority status of employees to be laid off.

SECTION 3. All employees laid off during the term of this agreement shall be placed on a plant-wide seniority list effective no longer than nine

months following the date of layoff. For the purpose of providing employees to fulfill the requirements of any new department that may hereafter be created, or to furnish additional employees to any existing department which has no available previously laid-off employees from such department, properly qualified individuals on the layoff list shall first be recalled before new employees are hired in the open market, provided they report for work within three (3) days of notification.

Article XV

RECLASSIFICATIONS

Section 1. Occupational classifications within each department shall be determined by mutual agreement between the Company and the Union. In general, occupational classifications shall conform to those classifications set out in Exhibit A.

Section 2. An employee assigned to a position of a higher rate of pay shall receive his former rate or the minimum rate of the new position, whichever is higher. If he is to receive the minimum rate of pay, it will be effective a week following the nearest Monday after Reclassification. If he is to continue at his former rate, he will not be eligible for an automatic increase until a period of time has elapsed equivalent to that required to receive the increase had he started at the minimum rate of the range. No one shall be assigned to a position at a lower rate without his consent. If an employee is transferred or reclassified to a lower rated job, he shall receive his former rate or the maximum rate of his new job, whichever is lower, after a period of one week. He shall be considered probationary in the new classification for a period of thirty (30) days. If his former rate is lower than the maximum of the new job, he shall be eligible for an automatic increase as determined by the step-up schedule of that classification.

Section 3. Upgrading into more advantageous classifications is determined by two factors:

a. The existence of a job within that classification.

b. The employee's qualifications and fitness for the job, with seniority as a determining factor if qualifications and fitness for the job are equal.

Section 4. Extra work, in periods of part-time operation and overtime, shall be substantially equalized among employees in a department or group engaged in similar work. Time-card records of extra time and overtime shall be kept by the Employer and, in the event of a complaint under this section, made available to the Steward or Shop Committeeman upon request.

Article XVI

IN-GRADE PROMOTIONS

Section 1. In-grade wage progressions between the minimum and the maximum of the ranges established for each of the grades shall take place and shall be effective as set forth in Exhibit A and in accordance with Article XV.

SECTION 2. Absences of thirty (30) consecutive days or more shall not count toward in-grade promotions.

ARTICLE XVII

LEAVE OF ABSENCE

SECTION 1. The Company reserves the prerogative of granting leaves of absence depending upon operational requirements and the employee's need for such leave of absence.

SECTION 2. Approved leaves of absence shall not be credited toward automatic wage progressions. Wage progressions shall be made on the basis of actual time worked on the job. Seniority shall cease to accumulate after a continuous six-month or greater period of absence. However, the Company will grant leave of absence, without compensation, to one of its employees who is elected or appointed to office in the International Union or the Local Union, without loss of seniority for a period not to exceed one (1) year. He shall accumulate seniority during such leave, and upon returning shall be re-employed at work generally similar to that which he performed last at the prevailing rate of pay for that job.

ARTICLE XVIII

GENERAL PROVISIONS

SECTION 1. PROBATIONARY EMPLOYEES: All new employees shall be considered probationary employees for a period of ninety (90) days beginning with their first day of work. The Company shall have absolute right to discharge such probationary employees.

SECTION 2. BULLETIN BOARDS: Bulletin Boards will be provided by the Company for the Union. Any notice to be posted by the Union on these boards shall be approved by the Shop Committee before posting and shall be submitted to the Industrial Relations Director for his approval, except in the case of notices of Union meetings. The latter may be posted immediately without the consent of the Company.

SECTION 3. LUNCH AND REST PERIODS: The Company's present practice with respect to rest periods and lunch periods shall be maintained.

SECTION 4. SANITARY AND SAFETY DEVICES: The Company agrees that it will make every effort to provide proper sanitary and safety devices and conditions within the plant. All employees shall be granted a five-minute wash-up time at the end of the shift.

SECTION 5. NIGHT DIFFERENTIAL: Workers engaged on the second and third shifts shall receive an additional ten per cent (10%) per hour over the regular rate.

SECTION 6. MILITARY SERVICE: The Company agrees that if an employee is inducted into the service of the armed forces of the United States, the Company shall be governed by the Selective Training and Service Act of 1940 in the treatment of such employees.

SECTION 7. TIME OFF FOR MEDICAL ATTENTION: An employee who requires time off for medical attention for injury received in the plant, sub-

ject to the approval of the Company's Medical Department, shall receive compensation for the remainder of the working day. Such time lost shall be counted as time worked for purposes of overtime.

Article XIX

DISCHARGE AND DISCIPLINE

Section 1. It is the intention of the parties that, subject to the provisions of this agreement, the Company shall have complete and unrestricted freedom with respect to the hiring of and the proper classifications of employees; the maintenance of discipline; and the discharging of employees for just and proper cause.

Proper cause includes the following:

a. Theft of any personal or company property
b. The use of intoxicating liquors during working hours
c. Gross insubordination, such as refusal to obey orders or carry out reasonable instructions
d. Immoral conduct of any kind
e. Punching another employee's time clock card, or falsification of own time card in any way
f. Sleeping on duty
g. Willful damage of any company property
h. Absence without leave. Absence of three (3) or more days' duration without notifying the Supervisor by telephone, telegram, or writing. The Personnel Department reserves the authority to determine whether or not the reason is legitimate cause of absence.

The Union may request in writing a hearing before the Director of Industrial Relations or the Personnel Manager and the Shop Committee within two working days after such discharge if they deem the discharge shall be treated as a grievance as hereinbefore provided for in Article XII. Such hearing must take place within five working days upon the receipt of the above-mentioned request unless both parties have agreed to an extension.

Article XX

STRIKES, LOCKOUTS

Section 1. During the life of this agreement and/or for the duration of the national emergency, the Union shall not cause or engage in, nor will any member of the Union take part in, directly or indirectly, any strike, sit-down, slow-down, sympathy strikes, or any curtailment of work or restriction of production or interference with production of the Company of any kind, nature, or description whatsoever. The Company shall in no fashion engage in or cause to be created a lockout of its employees.

This Agreement shall expire on .... (Date) ... , and thereafter shall be renewed from year to year unless at least thirty (30) days prior to the expiration of any yearly period either party shall serve upon the other written notice that it desires to make changes therein. In such event

conferences shall start between the Company and the Union within ten days after the serving of such notice.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement this..... day of ....., ...

..... .(Company).....

BY..... ....

ATTEST:..... .....
Secretary

....
International Representative

.. ..
Regional Director

BY.....

Standard Labor Agreement[1]

(Prepared by Joseph N. Scanlon, United Steel Workers of America, Affiliated with the Congress of Industrial Organizations)

AGREEMENT

This Agreement, dated .. ...., ..., (hereinafter referred to as the "19. Agreement") is between .. (Company)..... (hereinafter referred to as the "Company") and ...(Union)....., or its successor (hereinafter referred to as the "Union").

SECTION 1

GENERAL

It is the intent and purpose of the parties hereto to set forth herein the basic Agreement covering rates of pay, hours of work, and conditions of employment to be observed between the parties hereto, and to provide procedure for prompt, equitable adjustment of alleged grievances to the end that there shall be no interruptions or impeding of the work, work stoppages, or strikes or other interferences with production during the life of this Agreement.

The term "employee," as used in this Agreement, applies to all employees of the Company employed in and about the Company's steel-manufacturing and by-product coke plants, excluding salaried employees, foremen, assistant foremen, supervisors in charge of any classes of labor, watchmen, guards, and confidential clerical employees regardless of method of compensation (but not excluding other clerical employees on an hourly wage-rate basis) for whom the Union is, or may be during the life of this Agreement, certified by the National Labor Relations Board as the exclusive collective bargaining representative.

[1] Submitted to Personnel Relations Conference, The Society for the Advancement of Management (New York Chapter), January 19, 1945.

SECTION 2

RECOGNITION

The Company recognizes the Union as the exclusive collective bargaining representative for all of the employees of the Company as defined in Section 1.

The Company recognizes and will not interfere with the right of its employees to become members of the Union. The Union agrees that neither it nor any of its officers or members will engage in any union activity on Company time or will engage other employees in any union activity while such employees are on Company time; and the Company may discipline any employee who shall be proved guilty of violating this provision. Any dispute as to the facts or as to the nature of the discipline imposed by the Company shall be adjusted in accordance with the provisions of Section 7—Adjustment of Grievances, including arbitration, if necessary, or the Company may elect to leave to the determination of an umpire the question of the nature of the discipline to be imposed.

SECTION 2-A

MAINTENANCE OF MEMBERSHIP AND CHECK-OFF

The following provisions are included in this Agreement pursuant to the "Directive Order" dated August 26, 1942, of the National War Labor Board in Case No. 364 involving the parties hereto:

In order to secure the increased production which will result from greater harmony between workers and employers and in the interest of increased coöperation between union and management which cannot exist without a stable and responsible union, the parties hereto agree as follows:

A. All employees who, fifteen days after the date of said Directive Order (and as to employees for whom the Union may hereafter be certified during the life of this Agreement as the exclusive collective bargaining representative, fifteen days after the date of any such certification), are members of the Union in good standing in accordance with the constitution and by-laws of the Union, and those employees who may thereafter become such members, shall, during the life of this Agreement as a condition of employment, remain members of the Union in good standing.

B. The Company, for said employees, shall deduct from the first pay of each month the Union dues for the preceding month of one dollar ($1.00) and promptly remit the same to the International Secretary-Treasurer of the Union. The initiation fee of the Union of three dollars ($3.00) shall be deducted by the Company and remitted to the International Secretary-Treasurer of the Union in the same manner as dues collections.

C. The Union shall promptly furnish to the National War Labor Board and to the Company a notarized list of members in good standing fifteen days after the date of said Directive Order. If any employee named on

that list asserts that he withdrew from membership in the Union prior to that date and any dispute arises, the assertion or dispute shall be adjudicated by an arbiter appointed by the National War Labor Board, whose decision shall be final and binding upon the Union and the employee.

D. The Union agrees that neither it nor any of its officers or members will intimidate or coerce employees into membership in the Union. If any dispute arises (as to whether there has been any violation of this pledge or whether any employee affected by this clause has been deprived of good standing in any way contrary to the constitution and by-laws of the Union), the dispute shall be regarded as a grievance and shall be handled in accordance with the procedure set forth in Section 7 hereof for the adjustment of grievances, including arbitration, if necessary.

There shall be no discrimination, interference, restraint, or coercion by the Company or any of its agents against any employees because of membership in the Union.

In order to enable the Company to comply with the foregoing provisions, the list of members in good standing of the Union to be furnished to the Company in accordance with paragraph (C) above shall show separately for each plant the name and address and, insofar as the information shall be available to the Union, the department symbol and check number of each such member. Thereafter, on or before the last day of each month, the Union shall submit to the Company a notarized list showing separately for each plant the name and address, department symbol, and check number of each employee who shall have become a member in good standing of the Union since the last previous list of members of the Union in good standing was furnished to the Company and showing the amount of any initiation fee to be deducted from the wages of such employee for the succeeding month and the first month (which shall not be earlier than the month following the one in which the list was submitted) for which Union dues of one dollar ($1.00) are to be deducted from the wages of such employee in accordance with paragraph (B) above. The Union shall also furnish to the Company a certificate of its President or other qualified officer showing the name and address of the International Secretary-Treasurer of the Union to whom the amounts so deducted are to be remitted.

The Union shall indemnify and save the Company harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company in reliance upon certified lists furnished to the Company by the Union or for the purpose of complying with any of the provisions of this Section.

SECTION 3

WAGES

A. Effective February 15, 1942, in accordance with the "Directive Order" dated August 26, 1942, of the National War Labor Board, each employee shall receive in addition to the earnings received from existing

hourly, tonnage, incentive, and piece-work rates an amount of five and one-half cents (5½¢) for each hour worked or forty-four cents (44¢) for each eight (8)-hour turn.

Rates now in effect plus the five and one-half cents (5½¢) per hour or forty-four cents (44¢) per eight (8)-hour turn, as above provided, shall remain in effect for the duration of this Agreement except as changes may be permissible and accomplished under Section 11.

B. Trade apprentices in any plant of the Company shall receive not less than the minimum common labor rate, applicable at that plant, for each hour worked during the first period of the trade-apprentice training program.

C. Women employed to perform work on jobs heretofore performed by men shall receive the same pay for fully performing the same quantity and type of work. Any such jobs with respect to which either party may allege wage rate inequalities shall be subject to the provisions of Section 11.

D. Effective August 26, 1942, pursuant to said "Directive Order," each employee (except apprentices and learners and other employees heretofore receiving less than the base labor rate) shall be guaranteed and shall receive for each day's work an amount equal to the minimum common labor rate for the particular plant involved, as above increased, multiplied by the number of hours worked by him on that day. If, however, such employee's fixed occupational hourly rate is greater than the above amount, the Company agrees and guarantees that he shall receive for each day's work an amount which shall be not less than his fixed occupational hourly rate plus the addition provided in Paragraph A. of five and one-half cents (5½¢) per hour, multiplied by the hours worked by him on that day. Further, in no case shall an employee receive for a given day less than the amount earned by him as a result of the application of piece-work, tonnage, or incentive rates. The turn guarantee of incentive earnings shall not apply on an individual-turn basis to those operations concerning which it is not possible to calculate such incentive earnings on the single-turn basis, but shall in such cases apply on the smallest practicable number of eight (8)-hour turns.

It is understood that as a result of the establishment of this minimum daily guarantee the Company may hereafter request negotiations of adjustments in the incentive, tonnage, or piece-work rates. Such negotiations and any final decision relative to the adjustments, if any, shall be based upon the following assumptions and determined in the following manner:

(1) Although the Board (National War Labor Board) recognizes that the adoption of the minimum daily wage guarantee principle is bound to increase to some extent the wage costs of the Companies in that it will increase the weekly pay envelopes of some employees, nevertheless, it is to be understood that the negotiations between the parties over any necessary adjustments in the incentive, tonnage, or piece-work rates shall proceed on the assumption that the Company will not have to bear any substantial direct additional wage costs.

(2) The employee's earnings for performing a given quantity and type

of work will not be decreased due to the establishment of the minimum daily guarantee.

(3) The changed rate structure, if changed due to the establishment of the minimum daily guarantee, shall be so constructed as to provide for the same general ratio of labor costs to production as existed prior to the establishment of the minimum daily guarantee except for the five and one-half cents (5½¢) per hour addition provided for in Paragraph A above.

(4) If any changes in the rate structure are effected as a result of the foregoing negotiations, such changes shall become effective as of the date upon which the Union and Company agree upon said changes.

(5) In all cases where the Company and the Union, in the event negotiations are necessary, cannot agree concerning rate structure changes necessary to conform to this Paragraph D, the negotiations shall be conducted in accordance with the grievance procedure provided for in Section 7, including arbitration, if necessary.

Section 4

HOURS OF WORK

A. This Section is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week. This Section shall not be considered as any basis for the calculation of overtime.

B. The normal work day shall be eight (8) consecutive hours of work and sixteen (16) hours of rest in a consecutive twenty-four (24)-hour period, except for rest periods in accordance with practices heretofore prevailing in the plants of the Company.

C. The normal work week shall be five (5) consecutive work days followed by a rest period of forty-eight (48) consecutive hours within a period of seven (7) consecutive days; provided, however, that on shift changes the sixteen (16)-hour rest period within the work day need not be provided in addition to, but may be considered as a part of, the forty-eight (48)-consecutive-hour rest period.

D. Should it be necessary, in the interest of efficient operations, to establish schedules departing from the normal work week, the grievance committee of the plant and the Management of the plant may, at the request of either party, confer to determine whether, based upon the facts of the situation, mutually satisfactory modified schedules can be arranged, but the final right to arrange working schedules rests with Management in order to avoid adversely affecting operation of the plant.

E. Determination of the starting time of the daily and weekly work schedules shall be made by the Company and such schedules may be changed by the Company from time to time to suit varying conditions of the business; provided, however, that indiscriminate changes shall not be made in such schedules and provided further that changes deemed necessary by the Company shall be made known to the plant representatives of the Union as far in advance of such changes as is possible.

F. It is agreed that diligent effort on the part of the Management

should result in not less than eighty-five per cent (85%) of all employees being scheduled on the normal work week, and Management agrees to furnish the grievance committee in each plant evidence of its performance in this respect from time to time as may be desired by the grievance committee. All schedules departing from the normal work week and mutually agreed to as provided in subsection D above shall be deemed to be included in the aforementioned eighty-five per cent (85%).

G. In recognition of the difficulties imposed upon Management through failure of employees to comply with working schedules, an employee reporting late for or absenting himself from work, without just cause, may be subject to discipline in accordance with the provisions of this Agreement. Employees shall, wherever possible, give prior notice to the Company whenever they either report late or absent themselves from work.

SECTION 4-A

OVERTIME AND ALLOWED TIME

A. PURPOSE

This Section is intended to provide the basis for calculation of, and payment for, overtime and allowed time and shall not be construed as a guarantee of hours of work per day or per week, or days of work per week.

B. DEFINITION OF TERMS

1. Week shall consist of any seven (7) consecutive days regularly used by the Company for the determination of the pay of the employees (which may or may not coincide with a week beginning at 12:01 A.M. Sunday or at the turn-changing hour nearest to that time).

2. Overtime Rates mean the rates for the overtime hours worked as provided in subsection C.

C. CONDITIONS UNDER WHICH OVERTIME RATES SHALL BE PAID

1. Except as provided in Paragraph 2 below, overtime rates shall be paid for:

(a) Hours worked in excess of eight (8) hours within the twenty-four (24)-hour period commencing with the time the employee begins work;

(b) Hours worked in excess of forty (40) hours in a week;

(c) Hours worked on days worked in excess of five (5) days in a week;

(d) Hours worked on the sixth or seventh day of a seven (7) consecutive-day period during which the first five (5) days were worked, whether or not all of such days fall within the same week, except when worked pursuant to schedules mutually agreed to as provided for in subsection D of Section 4; provided, however, that no overtime will be due under such circumstances unless the employee shall notify his foreman of a claim for overtime within a period of one (1) week after such sixth or seventh day is worked; or

(e) Hours worked on holidays to the extent provided in Section 12, Holidays.

2. (a) Overtime payments shall not be duplicated for the same hours worked under any of the terms of this Agreement and, to the extent that hours are compensated for at overtime rates under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provision; provided, however, that when a holiday occurs on any day for which overtime would not otherwise be paid, the hours worked on such holiday shall be counted as hours worked in determining overtime under the provisions of subsection C-1 above.

(b) By mutual agreement between the plant grievance committee and the local plant management, employees who, due to personal reasons or operating emergencies, fail to complete the hours worked in the department in which they are employed within their scheduled five (5) days of work within the regularly scheduled work week, may be permitted, if work is available in the department in which they are regularly employed, to make up within the regularly scheduled work week such time lost to a maximum of forty (40) hours without the payment of overtime rates.

(c) Overtime shall be paid for at time and one-half the regular hourly rate for the occupation on which the overtime hours are worked, and for employees on an incentive, tonnage, or piece-work basis, unless a rate for the position has been finally determined in accordance with the provisions of the daily minimum guarantee, the regular hourly rate will be the average hourly earnings for the week, and shall be arrived at by dividing the total amount earned (exclusive of overtime premiums and allowed time provided in subsection D below) by the total actual hours worked during such week.

D. Conditions Pertaining to Allowed Time

1. Employees who are regularly scheduled or who are notified to report and who do report for work shall be paid, in the event no work for which they were scheduled or notified to report is available, for two hours' work at the rate in effect for the occupation at which they were scheduled or for which they were notified to report. At Management's discretion the employees scheduled or notified to report may be assigned to other substantially similar work for which they may be qualified in lieu of their being released. Should employees refuse such assignment, they shall not receive the two hours' reporting pay.

2. Employees who are scheduled or who are notified to report and actually begin work at the start of a turn, and work less than four hours, or are assigned or reassigned by Management to other substantially similar work, shall be paid for a minimum of four hours at the rate in effect for the occupation at which they began work. Should employees refuse such work, they shall only be paid for the actual time worked. Employees may be assigned to additional substantially similar work beyond the 4-hour period; and employees so assigned to other work shall be paid for the actual hours worked at the rate of pay for the occupation to which they were assigned.

3. Allowed time under the foregoing provisions shall not be included in the hours worked during the work day or the week for purposes of cal-

culating overtime and likewise shall not be paid for at overtime rates. Hours actually worked under the foregoing provision shall be paid for at overtime rates only when they constitute overtime under the provision of subsection C-1 above. When the occupation for which the employees have reported for work or on which they have begun work is regularly paid on piece-work, tonnage, or incentive basis, the pay for allowed time shall be at the rate for the position as finally determined in accordance with the provisions of the daily minimum guarantee, and in the absence of such determination at the regular hourly rate arrived at by dividing the total amount earned for the week (exclusive of overtime premiums or allowed time) by the total actual hours worked during each week.

4. In the event that:

(a) Strikes, work stoppages in connection with labor disputes, breakdowns of equipment, or failure of utilities, or acts of God interfere with work being provided, or

(b) An employee is not put to work or is laid off after having been put to work, either at his own request or due to his own fault, the provisions of this subsection D do not apply.

The provisions of this subsection D shall not apply in the event Management gives such reasonable notice, as determined by Management and the plant grievance committee, of a change in schedule or reporting time and that the employee scheduled or notified to report for work need not report.

SECTION 5

VACATIONS

Each employee who, prior to July 1, of the year 1942, and of each subsequent calendar year during the continuance of this Agreement, has been continuously in the employ of the Company for three or more years, shall receive during such calendar year one (1) week's vacation with pay, and each employee who has been continuously in the employ of the Company for fifteen (15) or more years shall receive two (2) weeks' vacation with pay.

A one (1) week's vacation shall consist of seven (7) consecutive days and a two (2) weeks' vacation of fourteen (14) consecutive days; provided, however, that in the event the orderly operations of the plant require, the two (2) weeks' vacation may, by mutual agreement, be taken in two (2) periods of seven (7) consecutive days each.

Continuous service shall be determined by the employee's first employment in any plant of the Company and in accordance with the provisions for determination of continuous service as set forth under Section 6 hereof.

Promptly after the commencement of each calendar year each eligible employee shall be requested to specify the vacation period he desires. Vacations will, so far as possible, be granted at times most desired by employees (longer-service employees being given preference as to choice),

but the final right to allot vacation periods, and the right to change such allotments, is exclusively reserved to the Company in order to insure the orderly operation of the plants.

It is understood and agreed that a temporary shutdown in any department, for any reason, between June 1 and October 1, unless other periods are mutually agreed upon, may be designated as comprising the vacation period for any employees of the department who are qualified to receive vacation privileges.

Each employee granted a vacation will be paid at his average rate of earnings per hour for the first two of the three closed and calculated pay periods immediately preceding the actual vacation period. If the employee did not work in the two (2) pay periods defined above, he shall be paid at his average rate of earnings per hour for the last two (2) closed and calculated pay periods worked preceding the vacation period. For the purposes of this Section, "pay period" shall mean a two (2)-week period or a semi-monthly period. Hours of pay for each vacation week will be the average hours per week worked by the employee during the two (2) pay periods as defined above, but not less than forty (40) hours per week nor more than forty-eight (48) hours per week.

It is agreed that the intent of this Section is to provide vacations to eligible employees who have been consistently employed. Consistent employment shall be construed to mean the receipt of earnings in at least sixty (60) per cent of the pay periods within the period intervening between July 1 of each calendar year.

Notwithstanding the employee's accumulation of three or more years' continuous service and his eligibility therefore for vacation, the requirement of earnings in a minimum of sixty (60) per cent of the pay periods shall be in addition to such service eligibility.

The Union and the Company agree that their mutual objective is the attainment of maximum production and the expedition of the War Program, and that if, in the opinion of Management, this vacation program would interfere with the attainment of this objective, any eligible employee may be required, at the option of the Company, to continue work and receive a vacation pay in lieu of actual vacation from work. The vacation pay due such employee will be his average earnings per hour times the average weekly hours for the first six (6) months of the calendar year, provided that this provision shall not apply to the year 1942 for vacations determined at the date of this Agreement. The hours of vacation pay due such employee for each vacation week shall not be less than forty (40) hours per week nor more than forty-eight (48) hours per week. Pay due such employees shall be included with the first pay in October. However, it is the intent that, to the greatest degree possible, in Management's judgment, eligible employees shall receive the benefit of vacation from work.

No employee shall be eligible to receive any benefits under this Section if he resigns from the employment of the Company or if he is discharged.

SECTION 6

SENIORITY

It is understood and agreed that in all cases of:

1. Promotion, (except promotions to positions excluded under the definition of "employees" in Section 1 hereof) the following factors as listed below shall be considered; however, only where factors "a" and "b" are relatively equal shall length of continuous service be the determining factor:

a. Ability to perform the work;

b. Physical fitness;

c. Continuous service.

2. Increase or decrease in forces—the following factors as listed below shall be considered; however, only where both factors "a" and "b" are relatively equal shall continuous service be the determining factor:

a. Ability to perform the work;

b. Physical fitness;

c. Continuous service.

Determination of the units of operation within a given plant to which the above factors shall be applied shall be made, when required by either party, by local agreement between the Management and the grievance committee at each plant.

It is agreed that the computation of length of continuous service shall be based on the United States Steel and Pension Fund Rules for service continuity for all service up to and including March 31, 1941, which service shall be the total accumulated service as of that date and as provided under the Pension Fund Rules referred to above. Effective April 1, 1941, length of continuous service shall be calculated from that date or from subsequent date of hiring in accordance with the following provisions:

1. There shall be no deduction of any time lost which does not constitute a break in continuity of service. Continuous service is broken by:

a. Voluntarily quitting the service;

b. Absence due to discharge, termination, suspension, or leave of absence, any of which continues for more than six (6) months; or

c. Absence due either to layoff or to disability or both which continues for more than two years; provided, however, that employees injured while on duty shall accumulate credit for continuous service until the termination of the period for which statutory compensation is payable.

New employees and those hired after a break in continuity of service will be regarded as probationary employees for the first three (3) months of their employment and will receive no continuous service credit during such period. Probationary employees may be laid off or discharged as exclusively determined by Management, provided that this provision will not be used for purposes of discrimination because of membership in the Union. Probationary employees continued in the service of the Company subsequent to three (3) months from date of original hiring shall receive full continuous service credit from date of original hiring.

It is recognized that, due to war emergencies, new plant or department capacities may be added or expanded, necessitating transfer of employees. It is agreed that problems arising out of the transfer of employees, or the retransfer of employees from new plants to the plants or departments from which they were originally transferred, or the transfer of employees from discontinued departments or plants to new plants or departments within the same operating district, are matters for which adjustment shall be sought between local plant Management and local grievance committees.

SECTION 7

ADJUSTMENT OF GRIEVANCES

The procedural steps for the settlement of grievances hereinafter set forth represent a general standard which may be modified at any plant by agreement between the Management and the Union if the modifications agreed upon are in keeping with a procedure best suited for the orderly and expeditious settlement of grievances at the plant in question.

The procedure under this Section is available to either the Company or the Union for the presentation and settlement of grievances arising hereunder.

The grievance committee for each plant shall consist of not less than three employees of that plant and not more than ten such employees designated by the Union who will be afforded such time off without pay as may be required:

1. To attend regularly scheduled committee meetings, which shall be held not less than once each month (unless by agreement between the grievance committee and the plant Management no monthly meeting is required),

2. To attend meetings pertaining to discharge or other matters which cannot reasonably be delayed until the time of the next regular meeting, and

3. To visit departments other than their own at all reasonable times for the purpose of transacting the legitimate business of the grievance committee after notice to the head of the department to be visited and permission from their own department head, or his designated representative.

The actual number of members of the grievance committee at each plant shall be mutually agreed upon between the General Superintendent of the plant and the Union. The grievance committeemen shall be selected by the Union from the plant divisions or departments which they are to represent. However, in no case shall there be more than one grievance committeeman selected from any department or plant division.

The parties agree that in the interest of proper disposition of grievances there may be appointed assistant grievance committeemen who shall aid the grievance committee established hereunder.

Such assistants shall be appointed by the Union at any plant where the grievance committee feels there is need for such appointment and the

number of such assistants shall not exceed the totals indicated in the following table:

One per 200 employees in plants of 5,000 and under;
One per 300 employees in plants of over 5,000 and up to 10,000;
One per 400 employees in plants of over 10,000 and up to 15,000;
One per 500 employees in plants of 15,000 and over.

The parties agree that the allocation of such assistants to plant departments, subdivisions, or groupings thereof shall be determined by mutual agreement between the Management and grievance committee at each plant subject to the following:

1. The duties of the assistant grievance committeeman shall be limited to the handling of grievances within the geographical boundaries of the department, subdivision, or groupings thereof from which he is selected and in which he is appointed to serve.

2. The assistant grievance committeeman shall be limited in the handling of grievances to the procedural steps 1 and 2 set forth hereafter.

3. Upon reasonable notice to and approval by his immediate supervisor, the assistant grievance committeeman will be afforded such time off without pay as may be required for the purpose of investigating the facts essential to the settlement of any grievance and the disposition thereof.

Should differences arise between the Company and the Union as to the meaning and application of the provisions of this Agreement or as to any question relating to the wages, hours of work, and other conditions of employment of any employee, there shall be no interruption or impeding of the work, work stoppages, strikes, or lockouts on account of such differences, but an earnest effort shall be made to settle the matter promptly in the manner hereinafter outlined.

Any employee who believes that he has a justifiable request or complaint may discuss the request or alleged complaint with his foreman, with or without the assistant grievance committeeman or grievance committeeman being present, as he may elect, in an attempt to settle same. Any request or complaint not disposed of shall constitute a grievance within the meaning of this Section, "Adjustment of Grievances."

Step 1. The employee, if dissatisfied with the disposition of the request or complaint as presented to his foreman, may have his alleged grievance presented to his foreman by the assistant grievance committeeman or his grievance committeeman with or without the employee being present, as the employee may elect. The grievance presented in this step shall be set forth in writing on appropriate forms and the foreman shall be required to answer the complaint within three days exclusive of Sundays and holidays from date of presentation in such written form.

The grievance form shall be dated and signed by the employee and grievance committeeman or assistant grievance committeeman and two copies given the foreman, who will insert his disposition, sign, and date same, returning one copy to the grievance committeeman or assistant grievance committeeman.

Step 2. An employee desiring to appeal his grievance to the department superintendent shall do so within ten (10) days, exclusive of Sundays and holidays, after return from the foreman of the grievance form with the foreman's disposition noted thereon. Grievances thus appealed shall be discussed in an attempt of settlement at a mutually convenient time between the grievance committeeman or his assistant and the superintendent of the department or his representative. The discussion and disposition of the grievance shall occur not more than ten (10) days, exclusive of Sundays and holidays, subsequent to the date that the superintendent of the department was presented with the grievance form representing an appeal from the foreman's decision. The disposition of the grievance by the superintendent and the date thereof shall be recorded on the employee's and the superintendent's copies of the grievance form.

Step 3. In the event no satisfactory settlement of the grievance is arrived at in Step 2 of this procedure, the grievance committee may present the grievance to the General Superintendent of the plant or his representative at the next regular monthly meeting of the grievance committee. Grievances to be discussed at such regular monthly meeting shall be listed on agenda forms by the grievance committee and the Management and copies of such forms shall be exchanged not less than three (3) days before such meeting. Grievances not listed in the agenda shall not be discussed at said grievance meeting except as mutually agreed upon. Grievances on the agenda or evidence not previously discussed in Steps 1 and 2 hereof may be referred back for such discussion unless the grievances relate to matters general in character which cannot be settled by individual foremen or departmental superintendents. Nothing in this Step 3 shall preclude additional meetings, as there may be mutual recognition of such need in accordance with the intent of this Section.

Grievances to be discussed at such meetings may be fully investigated by a member of the grievance committee who shall be afforded such time off without pay as may be necessary for purposes of such complete investigation, which time off shall occur between the date of filing of the grievance in Step 1 hereof and its discussion at the meeting herein referred to.

Grievances discussed in such meeting and not settled shall be answered in writing by plant Management not later than ten (10) days, exclusive of Sundays and holidays, after the date of such meeting unless by mutual agreement a different date for disposition is agreed upon.

Grievances not appealed from the disposition in the meeting within ten (10) days thereof, or not appealed within ten (10) days from the date of the written answers as above provided shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal.

Minutes of all Step 3 meetings shall be prepared by the Superintendent of Industrial Relations, jointly signed by the Chairman or Secretary of the grievance committee and the Superintendent of Industrial Relations, and two copies of such minutes shall be handed the grievance committee not later than ten (10) days following the date on which the meeting was

held, or the date on which the written decision was made. Minutes shall be typed and shall conform essentially to the following outline:

a. Date and place of meeting
b. Names and positions of those present and those absent
c. Identifying number and description of each grievance discussed
d. Brief statement of Union position
e. Brief statement of Company position
f. Summary of the discussion
g. Decision reached
h. Statement of concurrence in or exceptions to decision
i. Statement as to whether decision accepted or rejected.

Step 4. Grievances not satisfactorily settled in Step 3 may be appealed for discussion in an attempt to reach a mutually satisfactory settlement between the representative of the International Union certified to the Management in writing and the representative of the Company, similarly certified by the Company.

Written notice of appeal shall be served by either representative designated above on the other prior to the expiration of ten (10) days following disposition in Step 3 hereof. Such notice shall state subject matter of grievance, identifying number, and objections taken by either party to previous dispositions.

Either party may request a further statement of facts to be made available not later than three (3) days preceding the date set for the Step 4 meeting and either party may produce witnesses who, being familiar with the facts involved, may aid in a solution of the problem. In the interest of expeditious and unprejudiced handling of grievances, it is intended that attendance at Step 4 meetings shall be limited to the representative of the Company and the representative of the Union, unless otherwise mutually agreed upon in advance of the meeting. Witnesses desired by either party shall be available as needed, but shall be restricted as to attendance to the time required for their testimony. Further, no employee grievances shall be permitted to progress into this step without review by the District Union Executive.

Step 5. Whenever either party concludes that further conferences in Step 4 cannot contribute to settlement of the grievance, such grievance may be appealed by either party to an impartial umpire to be appointed by mutual agreement of the parties hereto within fifteen (15) days following receipt by either party of a written request for such appointment. The decision of the umpire shall be final. The expense and salary incident to the services of the umpire shall be shared equally by the Company and the Union. Awards or settlement of grievances may or may not be retroactive as the equities of each case (discharge cases excepted) may demand, but in no event shall any award be retroactive beyond the date on which the grievance was first presented in written form in Step 1 of this procedure.

An umpire to whom any grievance shall be submitted in accordance with the provisions of this Section shall have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as shall

be necessary to the determination of such grievance, but he shall not have jurisdiction or authority to alter in any way the provisions of this Agreement.

It is agreed by the parties hereto that procedure provided in this Section, if followed in good faith by both parties, is adequate for fair and expeditious settlement of any grievances arising in any plant of the Company. It is understood and agreed that grievances to be considered must be filed promptly after the occurrence thereof. It is further understood that an interruption or impeding of the work, stoppage, or strike on the part of the Union, or a lockout on the part of the Company, shall be a violation of this Agreement, and that under no circumstances shall the parties hereto discuss the grievance in question or any other grievances while the work interruption, impeding, or suspension of work is in effect. It is further agreed that, if this procedure is not followed and as a result of such failure an interruption or impeding of the work, stoppage, or strike occurs, the offending person or persons refusing to resume normal work may be suspended and later discharged from the employ of the Company in accordance with Section 9 of this Agreement, provided, however, that prior to such discharge the Company will provide a list of names, check numbers and addresses of employees considered by it to be involved to the representatives of the Union in the District in which the plant is located.

Section 8

MANAGEMENT

The Management of the works and the direction of the working forces, including the right to hire, suspend, or discharge for proper cause, or transfer, and the right to relieve employees from duty because of lack of work, or for other legitimate reasons, is vested exclusively in the Company, provided that this will not be used for purposes of discrimination against any member of the Union.

Section 9

DISCHARGE CASES

In the exercise of its rights as set forth in Section 8, Management agrees that a member of the Union shall not be peremptorily discharged from and after the date hereof, but that in all instances in which Management may conclude that an employee's conduct may justify suspension or discharge, he shall be first suspended. Such initial suspension shall be for not more than five (5) calendar days. During this period of initial suspension the employee may, if he believes that he has been unjustly dealt with, request a hearing and a statement of the offense before his department head with an assistant grievance committeeman or grievance committeeman present as he may choose, or the General Superintendent, or the Manager of the Plant with or without the member or members of the grievance committee present, as he similarly may choose. At such hearing the facts concern-

ing the case shall be made available to both parties. After such hearing Management may conclude whether the suspension shall be converted into discharge or, dependent upon the facts of the case, that such suspension may be extended or revoked. If the suspension is revoked, the employee shall be returned to employment and receive full compensation at his regular rate of pay for the time lost, but in the event a disposition shall result in either the affirmation or extension of the suspension or discharge of the employee, the employee may within five (5) days after such disposition allege a grievance which shall be handled in accordance with the procedure of Section 7—"Adjustment of Grievances." Final decision on all suspension or discharge cases shall be made by the Company within five (5) days from the date of filing of the grievance, if any. Should it be determined by the Company or by an umpire in accordance with Step 5 of the grievance procedure that the employee has been discharged or suspended unjustly, the Company shall reinstate the employee and pay full compensation at the employee's regular rate of pay for the time lost.

Section 10

SAFETY AND HEALTH

The Company shall continue to make reasonable provisions for the safety and health of its employees at the plant during the hours of their employment. Protective devices, wearing apparel, and other equipment necessary properly to protect employees from injury shall be provided by the Company in accordance with the practices now prevailing in each separate plant. Proper heating and ventilating systems shall be installed where needed.

Section 11

RATE ESTABLISHMENT AND ADJUSTMENT

It is recognized that changing conditions and circumstances may from time to time require adjustment of wage rates or modification of wage rate plans because of alleged inequalities, development of new manufacturing processes, changes in the content of jobs, or improvements brought about by the Company in the interest of improved methods and product. Under such circumstances the following procedure shall apply:

1. When a bona fide new job or position is to be established:

a. Management will develop an appropriate rate by the regular procedure in effect in the Company.

b. Such procedure having been conformed to, the rate proposals so developed will be explained to the grievance committee with the objective of obtaining their agreement to the installation of the proposed rate, or to the installation of the proposed rate for an agreed upon period which will serve as a trial period. Management may thereupon establish the rate and it may subsequently be subject to adjustment as provided in Paragraph c below.

c. Grievances may be alleged by either the employees or Management concerning such rates as follows: In the event there has been no agreement as to the rate to be installed, it shall be considered as if a grievance had been filed in writing on behalf of all employees covered by such rate as of the date of the installation of the rate and the employee commencing to work. No such grievance may be progressed under the provisions of Section 7 hereof until after the lapse of a reasonable period, which may vary with the type of operation or equipment to which the new rates apply, provided that unless a greater period has been agreed upon, such reasonable period shall not exceed three (3) months.

If the grievance filed hereunder cannot be satisfactorily adjusted by mutual agreement, the question as to the equity of such rates in relation to the plant rate structure or such Company rate structure as may result from Paragraph 2 hereunder and the requirements of the job or position as established by sound industrial engineering procedures may be appealed to an impartial umpire in accordance with Section 7—"Adjustment of Grievances," and while the umpire may make an award retroactive to the date the grievance was filed, in the absence of an agreed-upon trial period the umpire shall be charged in all such cases with considering in any determination the necessity and equity of a rate trial and experimental period so as to enable Management to figure a correct rate for new jobs, and these equities as well as the equities to the employees shall be fully considered by the umpire in the case of retroactive awards.

2. Wage Inequalities.

It is alleged by both parties hereto that certain inequalities exist in the wage rates now in effect in plants of the Company and it is the desire of the parties to eliminate such inequalities and to provide an equitable rate balance. To accomplish this end, the parties hereby agree:

a. There shall be established a joint commission to consist of seven (7) representatives of the Union and an equal number of representatives of the Company and certain affiliated Companies. One representative of the Union and one representative of the Companies shall be members at large. The joint commission shall immediately initiate a study for the purpose of agreeing upon a formula by which wage-rate inequalities in the Company may be determined, this formula to form the basis upon which a fair and equitable rate structure within the Company may be agreed upon and adjusted without any substantial increase in the Company's total payroll cost or prejudice to the Company's competitive position. The Company agrees to make available to the joint commission such information as may be necessary for a complete understanding of job evaluation rate development and determination and to permit the joint commission to develop a reasonable plan to accomplish the purposes of this Section.

b. The joint commission shall report back to a joint collective bargaining conference of representatives of the Union and representatives of the Companies represented on such joint committee on or before November 1, 1942, and shall furnish to the conference a formula and specific recommendations for the establishment and maintenance of an equitable wage-rate structure within the Company.

c. It is agreed that, pending the report of the joint commission to the joint conference, wage-rate grievances under the grievance procedure provided in this Agreement (unless arising because of conditions set forth under Section 11, subdivisions 1 and 3 of this Agreement) will be deferred as to settlement and neither the Union nor the Company will present any grievances based upon alleged existing wage-rate inequalities, but such delay shall be without prejudice to the rights of either party.

d. In the event that the collective bargaining conference fails to adopt the report and recommendations of the joint commission and no agreement is reached by said conference with respect to wage-rate inequality adjustments, this Section shall have no further effect and both parties hereto will have all rights and privileges that would have been available to them had this Section not been agreed upon both in collective bargaining between the parties and in the event of disagreement, in the presentation of any issue arising hereunder to the National War Labor Board.

3. When changes are made in equipment, method of processing, material processed, or quality or production standards which would result in a substantial change in job duties or requirements; or where over a period of time an accumulation of minor changes of this type have occurred which, in total, have resulted in a substantial change in job duties or requirements, adjustments of hourly, incentive, and tonnage rates may be required, provided, however, that during such period as the provision of part 2-c of this Section shall apply, no grievance shall be alleged under this paragraph and no adjustments of hourly, incentive, or tonnage rates because of conditions described in this paragraph shall be made and no new hourly, incentive, or tonnage rates shall be applied except that when new operations, new departments, or new plants coming into production require such rates to be established they shall be established where necessary and in the following manner:

a. In such cases Management will follow the procedure outlined in 1-a above. In addition, the rate proposals so developed will be fully explained to the Union representatives with the objective of obtaining their agreement to the proposals on the basis of equity. Negotiations may be instituted by the grievance committeemen representing affected employees or by Management. If subsequent rate studies are necessary, Management will acquaint the Union grievance committeeman or committee regarding such study and seek their coöperation. When the study has been completed and the proposed new rates computed, Management representatives will again confer with the committeeman or committee and fully explain the study. The procedure involved in explanation and negotiations will be that procedure outlined in Section 7 of the Agreement, under which the first contacts will be with the foreman, with negotiations continuing through the successive steps of such procedure.

b. Should Management and Union representatives fail to reach an agreement as to rates, they shall then endeavor to arrive at an agreement for the installation of the proposed rates for a three-months' or otherwise agreed-upon period which will serve as a trial or experimental period. At

the conclusion of the trial or experimental period the results of the study and the related facts and the experience accumulated will (if formally requested in writing by Management or the Union representatives within thirty (30) days thereafter) be further reviewed jointly by Management representatives and the Union for the purpose of making such further adjustment as the facts and experience accumulated warrant. Any adjustment of rates agreed to during the trial or experimental period shall be effective as of the date immediately following the completion of such trial or experimental period.

c. In the absence of agreement in accordance with provisions of "b" above, Management may establish the new rates and the Union may carry the grievance through all steps of the contract procedure established for the settlement of grievances for determination as to whether the earnings received by the employees from the new rates have resulted in a lowering of the rates applicable to them under Section 3 of this Agreement or a failure to provide proper compensation for such increased effort, if any, brought about by the changes in the job duties or requirements.

SECTION 12

HOLIDAYS

The following days shall be considered holidays:

July 4th
Labor Day
Christmas.

On these holidays there shall normally be no regular production work except in cases of continuous operations, or during a period of national emergency.

Employees not engaged in continuous operations, (and, during the present national emergency, all employees) if required to work on the holidays herein enumerated, shall be paid at the rate of time and one-half for all hours worked.

If, by reason of holiday observance, an employee otherwise scheduled to work on the day on which such holiday occurs is not required to work on that day, but is required to work what would have been his sixth day of work had he worked on such holiday, he shall be paid at the rate of time and one-half his regular rate of pay for hours worked on such day; where such hours are worked by mutual agreement between plant management and the grievance committee, the regular rate of pay shall apply.

SECTION 13

MILITARY SERVICE

A. Except as shall be otherwise provided by law or by agreement in writing between the parties hereto, should any employee (other than a temporary employee) at a plant, who has entered or shall enter the military or naval service of the United States be honorably discharged from

such service, and shall within forty (40) days after such discharge therefrom apply to the Company in writing for re-employment at such plant, for the purposes of Section 6 of this Agreement his record of continuous service at that plant shall be deemed not to have been broken by his absence on such military or naval service and, on the basis of said seniority, (determined in accordance with the provisions of said Section 6) he shall be entitled to re-employment at such plant, if and when work which he shall be qualified to perform shall be available there in an occupation of like status and pay, and provided that he shall be given preference over any other employee with less seniority as so determined by said Section 6. If an employee so applying for re-employment shall so request, he shall be granted a leave of absence without pay not to exceed sixty (60) days before he shall return to work.

B. If an employee who would otherwise have been entitled to a vacation with pay, or in lieu thereof to vacation pay, under the provisions of Section 5 of this Agreement, during the calendar year in which he shall enter the military or naval service of the United States before he shall have taken such vacation, or before he shall have accepted vacation pay in lieu of a vacation, he shall be paid an amount equal to the vacation pay which he would have been entitled to receive for the period of such vacation.

Section 14

PRIOR AGREEMENT

This 1942 Agreement terminates the Agreement of April 1, 1941, between the parties, and no grievances, alleged because of conditions existing while said 1941 Agreement was in effect, unless such conditions continue in effect, shall be presented for adjustment under either the 1941 or 1942 Agreement, except that grievances which as of the date of this 1942 Agreement have been submitted in writing and are in the process of being adjusted under the grievance procedure under the 1941 Agreement may be considered under the grievance procedure set forth in this 1942 Agreement and settled in accordance with the applicable provision of the 1941 Agreement in effect at the time the grievances were alleged.

Section 15

TERMINATION DATE

The terms and conditions of this Agreement shall continue in effect until changed or terminated, as follows:

a. Either party may at any time and from time to time give ten (10) days' written notice to the other party of the time for the commencement of a conference of the parties for the purpose of negotiating the terms and conditions of a change of the 1942 Agreement, which conference shall be at the office of the Company in Pittsburgh, Pennsylvania, unless otherwise mutually agreed, and

b. If, because of failure to agree, the 1942 Agreement is not changed

by a written agreement entered into by the Company and the Union within thirty (30) days from the giving of said notice, then the 1942 Agreement and all of the provisions thereof, shall terminate upon the expiration of thirty (30) days from the giving of said notice.

The foregoing provisions of this section shall not be construed as an agreement on the part of the Company, either expressly or by implication, to conform any provision of this Agreement, retroactively or otherwise, to the provisions of any other agreement which the Union may have made or may hereafter make with any other company in the steel industry.

The parties agree that this Agreement is one for the period of time between the date hereof and a date which is thirty (30) days following the serving of notice hereunder.

Notice hereunder shall be given by registered mail, be completed by and at the time of mailing, and, if by the Company, be addressed to United Steelworkers of America, Commonwealth Building. Pittsburgh, Pennsylvania, and, if by the Union, be addressed to the Company at ..... Either party may, by like written notice, change the address to which registered mail notice to it shall be given.

Tobacco Company Master Agreement

This agreement, dated . ..... , ... , by and between (Company) . . . , hereinafter referred to as the Company, party of the first part, and the following enumerated unions, all affiliated with the . . (Union) . . . . (each union representing only such unit of employees at such plant of the Company as it has heretofore been designated to represent by the National Labor Relations Board)—namely: The .... Union, representing employees of the Company's ...., and , plants, respectively, and .... Union, representing other employees of the Company at its ...., plant, hereinafter referred to as the Unions, parties of the second part.

SECTION 1. The term "employee" or "employees" as used in this agreement shall not include the plant manager, superintendent, assistant managers, chief engineers, master mechanics, foremen, assistant foremen, timekeepers, clerical or office employees, and salaried employees in supervisory positions. This shall not preclude employees who voted in their respective elections.

SECTION 2. The Company recognizes that each of said Unions is authorized to negotiate with the Company for such unit of employees at such plant of the Company as said Union has been designated to represent, pursuant to the respective certifications of the Unions by the National Labor Relations Board, reference to each of said certifications being hereby made for a more particular description of the Unit of employees represented by each of said Unions.

SECTION 3. The rates of pay during the term of this contract shall be incorporated by reference in supplemental agreements attached hereto.

If employees are forced to wait for work through no fault of their own,

no wage reduction shall be made by reason of such idleness. The rates of pay include pay for time consumed in preparing and cleaning machines. During the period of this contract there shall be no reduction in the wage scales for the various classes of work.

The Company will make every effort to notify employees in advance so that they will not have to come to work when no work is available.

When an employee, who is paid by the hour, is transferred to another job and remains on the other job for more than five days, his or her rate of pay will be increased or decreased to conform to the rate of pay on the job to which he or she has been transferred.

SECTION 4. The recognized schedule of hours shall be eight (8) hours per day and forty (40) hours per week from Monday to Friday inclusive. This does not apply to such employees as power plant, watchmen, employees handling green leaf tobacco, employees coming under the Motor Carriers Act, nor where otherwise provided in Supplemental Agreements attached hereto. Where holidays intervene, or the Company finds it necessary to work on Saturday to complete the work week not to exceed forty (40) hours to meet some unusual manufacturing condition, the Company may do so. It is not the policy of the Company to work on Saturday if it can be avoided.

SECTION 5. Holidays shall be: New Year's Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, and such other holidays as may be mutually agreed upon for the particular plant to be set forth in Supplemental Agreements attached hereto.

SECTION 6. All work performed by factory employees on holidays and Sundays shall be paid for at the rate of double time. All factory employees working beyond the regular hours on all other days shall be compensated at the rate of time and one-half. This article does not apply to employees handling green leaf tobacco, nor to employees coming under the Motor Carriers Act, nor where otherwise provided in Supplemental Agreements attached hereto. Watchmen and power plant employees working in excess of forty (40) hours in any week shall be compensated at the rate of time and one-half.

SECTION 7: The Company will grant:

(1) A summer vacation sometime in the summer of one week with forty hours' pay,

(2) A winter vacation in December of one week with forty hours' pay, to employees who have been continuously in the employ of the Company for at least one year on or before July 1, with respect to the summer vacation and for one year on or before December 1, with respect to the winter vacation who have worked in said year on or before July 1, or December 1, as the case may be, 75% or more of the days worked by the plant in which the employee is employed.

Employees eligible for the vacation, who work less than 75% of the days such plant operates, shall receive the proportionate part of the vacation pay as the days actually worked by him or her bear to the total days worked by the plant. For example, if the plant in which the employee works operates 250 days during such year and the employee works

125 days, he or she would be entitled to 125/250th (or ½) of the summer or winter vacation as the case may be.

The Company will give as much advance notice of the exact date of the summer vacation as it reasonably can, but it is understood and agreed that vacation schedules must conform to the requirements of operations and that at any one or more of said plants should the Company deem it desirable or necessary, it may, at its option, elect to continue operations during either or both of said vacation periods, in which event the employees at such plant or plants shall continue to work, and each eligible employee working in lieu of taking vacation shall receive in addition to regular pay for the hours worked the amount of vacation pay he or she is entitled to hereunder.

SECTION 8. It is agreed that the Company intends to be fair to its employees and that it expects and shall receive full coöperation from all employees in maintaining operating efficiency.

SECTION 9. (a) It is agreed that the management of the plant and the selection and direction of its operations and working forces are vested in the Company.

(b) When because of lack of work it becomes necessary to reduce employment, those workers who were last employed shall be first released. When thereafter re-employment takes place, the employees who were last released shall be first re-employed and no new workers engaged unless the list of former employees is exhausted. Should the Company or the Union wish special consideration given a worker, which would be an exception to this rule, this shall be taken up in conference with the Company and the Shop Committee.

(c) In filling vacancies and making promotions, everything else being equal, preference shall be given in accordance with seniority, but no person shall be entitled to employment by virtue of seniority who is not qualified to perform the job for which employment is being made.

(d) With reference to seniority, new employees of the Company shall be considered probationary employees until they shall have been in the employ of the Company for three (3) months. After they shall have been in the employ of the Company for three (3) months, they shall cease to be probationary employees and shall be entered for seniority and shall rank for seniority from the date of their original hiring in the plant. There shall be no seniority among probationary employees. Any employee previously discharged for due cause and later re-employed would be considered a new employee. An employee shall cease to have seniority rights if:

(1) He or she quits;
(2) He or she is discharged;
(3) He or she is absent for seven (7) working days without notifying the Company;
(4) He or she does not return to work when called in the absence of legitimate explanation.

SECTION 10. Should any employee covered by this agreement believe he or she has been unjustly dealt with, or the provisions of this agree-

ment violated, the case shall be taken to the foreman, and if the matter is not adjusted, then to the official in charge during working hours by the shop committee, without loss of pay, and, if need be, to the next higher official in charge, and to the highest official of the plant for adjustment. If the matter still remains unadjusted, it shall be referred to the representatives of the Union concerned and the officials of the Company.

SECTION 11. The right of the Company to discharge employees is recognized, but on request of the Union the Company will show cause for any specific discharge. In the event any employee, covered by this agreement, is laid off or discharged, and after investigation it is proven that such employee has been unfairly dealt with, such employee shall be restored to service with seniority unimpaired, and paid for all the time lost. It is understood that a case such as provided for in this paragraph would be brought to the attention of the superintendent or manager of the plant by the committee as promptly as practicable and certainly within ten (10) days from the date the employee was laid off or discharged.

SECTION 12. The right of the Company in its sole discretion to diminish operations in whole or in part or to remove the plant or the operations or business of same or any part thereof to another location as circumstances may require is expressly recognized.

SECTION 13. This agreement is made in the full belief by the Company and all the Unions hereto that it is in every respect legal. If any section, clause, sentence, supplemental agreement, or part of this agreement is for any reason held to be invalid or unenforceable in any respect, such decision shall not affect the remaining portions of this agreement.

AMENDMENT NO. 2

The last paragraph of Section 13 of the Master Agreement is hereby amended to read as follows:

"The Master Agreement dated July 1, 1941, as amended by this Supplemental Agreement dated July 1, 1944, shall be in full force and effect from July 1, 1944, until July 1, 1947, and from year to year thereafter until a new agreement (the terms of which shall be retroactive from July 1, 1947, with respect to a new agreement made in 1947, or from July 1 of any subsequent year thereafter with respect to a new agreement made in such subsequent year) has been consummated and signed or said Master Agreement and this Supplemental Agreement have upon sixty (60) days' written notice after July 1, 1947, or upon sixty (60) days' written notice after July 1, of any year subsequent to 1947, been cancelled or terminated, as it may be, by the Company or the Unions signatory hereto."

. . . . . (Union) . . . . (Company) . .

BY/S/. . . . . BY/S/. . . . . .

Bus. Rep. Lodge 10 Vice-President

FORM OF UNION WRITTEN REQUEST

(Date)

(Company)

Gentlemen:

The undersigned, ... , as the collective bargaining agent of the respective unit of the employees at your . . . . . plant for which the undersigned has been duly designated to act as such agent by the National Labor Relations Board, the Board which is authorized to make such designations under the National Labor Relations Act, hereby requests, in accordance with the terms of our agreement dated July 1, 1941, which has been duly approved by the undersigned as such collective bargaining agent, that you make the deduction from the wages of each employee provided for in said agreement in the following language:

(AGENCY DEDUCTION CLAUSE)

"In order to recognize adequately the services of the Union as the exclusive bargaining agent of the employees in said unit, for the convenience of all concerned and to make this agreement secure, the Company upon the written request of the bargaining agent, namely, the Union, will collect from each of such employees such sum as may be specified by the Union for this purpose not in excess of $. . . . . per employee per month by deducting same from the wages of such employee. For this service the Company shall receive 5 % of all monies collected, and the remaining per cent of all monies collected shall be immediately turned over to the designated officers of such local Union, or to such other representatives of said Union as shall be regularly designated in writing from time to time by the International Union. Collections shall be made on the first payroll day in the first full week following the first day of each and every month during the life of this agreement. The Union will indemnify and save harmless the Company from any and all claims and disputes by reason of its acting hereunder."

Very truly yours,

APPENDIX C

SPECIMEN LABOR AGREEMENT CLAUSES

THE following clauses, taken from existing labor agreements, are presented to illustrate the various provisions and clauses discussed in Chapters Eight to Fourteen.

Recognition of the Union

Closed shop

1. The Company agrees to engage all new employees from the Union. In the event the Union is unable to provide the requested personnel within forty-eight (48) hours, the Company may hire such help in the open market. In such case the new employees must make application to and become members of the Union before commencing work.

2. None but members in good standing with Local Union No. .... shall be employed in all departments covered by this agreement.

Should the union be unable to furnish help during the busy season from to , extra help may be employed as long as such employment does not cause any layoffs to the regular Union members.

All such extra help shall have permit cards issued by Local Union No. . before they can go to work, and a permit card is good for one month only.

Permit-card help shall receive three dollars ($3.00) per week less than wages paid to Union members in the department in which they are employed, except in the brewing department they shall receive first-year apprentices' wages. After trainee period, they shall receive the Union wage scale, if capable.

Union shop

1. That all new employees as above shall be obligated to make application for admittance to the Union within two weeks of the date of their employment, and shall be so advised at the time of their employment, and shall not be allowed to continue work longer than the initial two-week period without making such application. If, at the end of the

four-week probation period, said new employee's efforts, ability, and character are acceptable to both the Union and the Company, said new employee must become a member in good standing of the Local Union.

2. All employees who now are or hereafter become members of the Union shall continue to remain members of the Union in good standing as a term and condition of employment.

All present employees who have completed their respective probationary periods and who at the time of the execution of this Agreement were not members of the Union in good standing, shall, not later than..... day of . . . . , make application for membership in the Union, pay their initiation fees to the Union, and shall become and remain members of the Union in good standing as a term and condition of employment.

All present employees who have not completed their respective probationary periods and all employees hired after the execution of this Agreement shall, not later than the expiration of their respective probationary periods, make application for membership in the Union, join the Union, pay the Union their initiation fee and dues as of the date of their hiring, and shall thereafter remain members of the Union in good standing as a term and condition of employment.

The Union agrees to admit all employees of the Employer into membership, provided they are persons of good moral character and have not been previously expelled from the Union because of their violation of the Constitution and the rules and regulations of the Union.

Preferential shop

1. In hiring new employees, the Company agrees to give consideration to members of the Union whose names shall be submitted upon request by the business agent of the said Union, subject to their qualifications in training, experience, and efficiency. The Company shall be the judge of the employees it selects, and agrees it will not discriminate against any individual because of his membership in the Union.

2. The Company agrees that preferred consideration in hiring of new employees shall be given to qualified applicants who state in their applications that they are willing to become members of the Union if eligible.

In the reinstatement or reemployment of employees who have been or hereafter are laid off not of their own fault, preference shall be given to qualified applicants who, up to the time of their layoff, had maintained good standing and membership in the Union.

3. The Company agrees that it will give preference in employment to qualified applicants who are members of, and recommended by, the Union.

Maintenance of membership

1. The Union shall promptly furnish to the Company a notarized list of its members in good standing fifteen (15) days after the signing of the agreement. If any employee named on that list asserts that he withdrew

from membership in the Union within the fifteen (15)-day period, and any dispute arises as to whether an employee is or is not a member of the Union, that question shall be disposed of through the grievance machinery hereinafter provided for.

All employees who fifteen (15) days after the signing of this agreement are members of the Union, and all employees, both present and future, who thereafter become members, shall, as a condition of employment, remain members of the Union in good standing, during the life of this contract.

2. In view of the joint responsibility of the Company and the Union to maintain maximum production during the present emergency and of their reciprocal guarantees that there shall be no strikes or lockouts for a period of two years, there is an obligation upon each employee who is now a member of the Union or who hereafter voluntarily becomes a member to maintain his membership in the Union in good standing during the life of this agreement.

If any member is certified by the Union not to be in good standing as defined in Section 3 of this Article, the case may be treated by the Company as a grievance and submitted to the grievance machinery. If through this process such employee is declared not to be in good standing, the arbiter shall discharge the employee unless as a condition of continued employment the employee agrees to request the Company, in writing, to deduct from his pay his financial obligations to the Union. In any case in which the Company is so requested to make deductions, the Company will deduct from the first pay period of each month during the term of this contract and pay to the Union a sum equivalent to the Union dues, and also if any fine is imposed upon the employee a sum equivalent to that fine.

In order to maintain good standing in the Union for the purpose of Article 2 above, an employee shall be required to pay only the regular monthly dues or fines and comply with any other penalties that may be imposed upon him by the Union for specific acts involving the violation of any of the terms or conditions of the constitution or by-laws of the Union.

Immediately after the signing of this agreement the Union shall furnish to the Company and to this Board a notarized list of those members in good standing as of that date. If any employee named in the list asserts that he has withdrawn from membership in the Union, or if the Company disputes the accuracy of the list, the assertion or dispute shall be adjudicated by an arbiter appointed by the National War Labor Board, whose decision shall be final and binding upon the Union, the Company, and the employee.

Agency shop

1. All employees of the Company coming within the classifications covered by this agreement after one month's continuous employment shall be required to share equally in the cost of maintaining and operating the collective bargaining agency in accordance with its rules. The fee

charged non-members shall be the equivalent of dues paid to the Union by regular Class "B" members.

Exclusive bargaining agency

1. The Company agrees to recognize and hereby and herewith does recognize the Union during the entire term of this contract as the sole and exclusive bargaining agent on behalf of all the employees in respect to wages, hours, and all other terms and conditions of employment.

2. The Company recognizes the Union as the sole collective bargaining agency for all hourly rated employees with respect to rates of pay, wages, hours of employment, and all other conditions of employment.

Bargaining agent for members only

1. The Company recognizes the Association for the duration of this agreement as the bargaining agent for all foremen as defined and limited below who are members of the Association and employed in the ..... plants of the Company.

Open shop

1. It is agreed the Company shall operate as an open shop. Membership in the Union shall not be required as a condition of employment.

Good standing

1. For the purpose of this agreement, a member in good standing is defined as one who is not in financial arrears for his or her dues, or initiation fees with the Union, and who is not a member of the Industrial Workers of the World or any other dual organization, or the Ku Klux Klan, the Communist party, or Fascist, Nazi, or Bund organizations.

Bargaining unit

1. Collective bargaining shall apply only to wages, hours, and general working conditions in the above-indicated plants, and as to matters falling within the scope of this agreement; but it is not to include the plant manager, plant superintendent, assistant superintendents, or foremen, who do not displace other workmen except in an emergency, or for the purpose of instructing another; or to office employees, or members of any other Union whose jurisdiction controls designated activities within the plant.

2. For all purposes of this agreement, the word "employees" and singular, as herein used (excepting where the context expressly prohibits) is defined and limited as meaning and including only the following employees of the Company: Those watchmen and gatemen of the Company working at the Company's plants who are carried on the Factory Payroll of the General Division of the Company, expressly excluding, however, all executives of the Company and their assistants, all supervisors, and all reception clerks.

3. The term "employee" shall include all production and maintenance employees of the Company.

Specifically, the term "employee," as used in this Contract, shall exclude the following employees, or group of employees:

Officers and Directors
Salaried Executives
Secretaries and Stenographers
All Office Clerks
Departmental Foremen
Departmental Assistant Foremen
Departmental Sub-Foremen
Telephone Operators
Guards and Watchmen
Timekeepers
Inspectors
Production Control Department
Accounting Department
Purchasing Department
Sales Department
Public Relations and Advertising Departments
Patent Department
All Industrial Relations Departments
Tool Design Department
Planning Department
Service Department
Laboratory Department
Time Study Department
Engineering Department

Company encouragement of union membership

1. It is agreed that the Employer will furnish the Union with the names of new employees hired during the previous week, once each week, on a day mutually agreed upon.

2. It is agreed that a copy of the Union contract and a copy of the Company rules be furnished each new employee.

Collection of dues

1. The Union will submit to the employer, on the first day of each month, a statement of the amount due the Union by each employee, the Union dues, and the initiation fees. The employer will then deduct the amount due from each employee's pay and transmit the total deductions to the authorized representative of the Union. The Union dues shall be one and 25/100 dollars ($1.25) per month and the initiation fee two dollars ($2.00).

2. In order to recognize adequately the services of the Union as the exclusive bargaining agent of the employees in said unit, for the convenience of all concerned and to make this agreement secure, the Company, upon the written request of the bargaining agent, namely, the Union, will collect from each of such employees such sum as may be specified by the Union for this purpose not in excess of $ ... per employee per month by deducting same from the wages of such employee. For this service the Company shall receive 5 per cent of all monies collected, and the remaining per cent of all monies collected shall be immediately turned over to the designated officers of such local Union, or to such other representatives of said Union as shall be regularly designated in writing from time to time by the International Union. Collections shall be made on the first payroll day in the first full week following

the first day of each and every month during the life of this agreement. The Union will indemnify and save harmless the Company from any and all claims and disputes by reason of its acting hereunder.

Wearing of union insignia

1. The Union shall be permitted to have its Union emblem sewn on the work uniform which is provided by the Company.

2. The Union shall issue a monthly button to all members in good standing in the Union. The Company recognizes that this button must be visibly displayed by its employees while on their route.

Union label or shop card

1. By virtue of having complied with all of the provisions of this agreement on its part to be performed, the Company is permitted to affix the Union Label to all goods manufactured or produced by members of the Union under the terms of this agreement. The Company may or may not avail itself of this permission, but, where the Union Label is applied, it shall be of a type and applied in a manner approved by the Union.

2. The party of the second part, through their regularly elected and accredited representative, shall furnish at the expense of the Employer as many Union Labels as may be required from week to week by the Company for all products actually manufactured by it.

Pledge of non-coercion, interference, or intimidation

1. The Company recognizes and will not interfere with the right of its employees to become members of the Union. The Union agrees that neither it nor any of its officers or members will engage in any Union activity on Company time or will engage other employees in any Union activity while such employees are on Company time; and the Company may discipline any employee who shall be proved guilty of violating this provision.

2. The Company and the Union agree that there shall be no discrimination against any employee of the Company because of Union membership or lack thereof, and that neither will use any form of intimidation or coercion or induce any employee to join or withdraw from the Union. Should any dispute arise concerning any violation of this pledge, such dispute shall be adjudicated by an arbiter appointed by the Director of the United States Conciliation Service, whose decision shall be final and binding on the Union, the employees, and the Company.

Union business activities

1. The Union agrees not to use Company time for any Union activity except as specified under the paragraph herein relating to adjustment of grievances.

2. The Union shall not intimidate or coerce employees into membership, and shall not solicit membership, collect dues, hold meetings, or

carry on any Union activity on Company time, except those meetings and activities specifically provided for herein concerning the adjustment of grievances.

Union notices

1. The Company agrees to erect and maintain one bulletin board at each plant exit and three at designated locations within the parking areas on which may be posted, after approval by the Industrial Relations Manager, Union notices dealing with meetings, election of officers, appointments of committees, minutes of meetings, and other non-controversial matters dealing with the affairs of Local No. . . .

The Union agrees that neither it nor any of its officers or members will, without the approval of the Industrial Relations Manager, post or distribute Union literature on plant property other than as provided above.

2. The Company agrees that it will provide bulletin boards in conspicuous places in the plant for the use of the Union and upon which bulletin boards the Union may post notices of its meetings and other Union activities under the jurisdiction of the Personnel Department.

3. Notices shall not be posted in or around the plant by employees except on official bulletin boards supplied by the Company for the use of the Unions in posting official Union business and notices of meetings. Only officers and members of the Union committees may post such notices and bulletins.

Union obligations

1. The Local Union agrees for its members (who are employees of the Company) that they will individually and collectively perform loyal and efficient work and service, that they will use their influence and best efforts to protect the property of the Company and its service to the public, and that they will coöperate in promoting and advancing the welfare of the Company and the protection of its service to the public at all times. The Company agrees that it will coöperate with the Local Union in its efforts to promote harmony and efficiency among all of the Company's employees.

2. The Union agrees to report to the Company any acts of sabotage, subversive activity, willful damage to, or theft of, any employee or Company property; or any threat of sabotage, subversive activity, willful damage to, or theft of, such property; and the Union further agrees if any such acts occur, to use its and their best efforts in assisting the Company to determine and apprehend the guilty party or parties. The act or threat of sabotage, subversive activity, willful damage, or theft shall be good cause for immediate discharge of any employee.

The Union agrees that its members will use their best efforts in behalf of the Company and will observe all rules and regulations of the Company in so far as they do not conflict with the terms of this agreement or with any municipal, state, or federal law.

Recognizing the fact that the welfare of the employees and their opportunity to earn a fair income depend upon the success and prosperity

of the business of the Company, the Union hereby pledges itself in behalf of its members that they will perform their work faithfully and diligently, to the best of their ability.

Work on non-union material

1. The Company agrees that when building or construction work of the type customarily performed by the Building Trades Unions of the American Federation of Labor is contracted out, consideration shall be given to qualified contractors employing members of the American Federation of Labor—Building Trades Union.

2. No employee shall be required to perform any work on materials which do not bear a Union Label or which are not made in a Union plant.

Copies of labor agreement

1. That copies of this agreement shall be placed in the hands of the supervisors, foremen, the personnel department, and the time-keeping department, with instructions to coöperate and comply with its terms.

2. It is agreed that all employees will be given a copy of the Company Rule Book and a copy of the Union Agreement and that each employee will be required to sign a statement to the effect that he has read the same.

It is agreed that any expense of printing said Agreement shall be borne by and divided equally between the Union and the Company.

3. The Company agrees to print and supply the Metal Trades Councils with copies of this Agreement.

Union representatives

1. The Shop Committee shall consist of three employees, designated by the Union, each from a different department, who will be afforded such time off with pay as may be required: (1) to attend the regular scheduled committee meetings; (2) to attend meetings pertaining to discharges or other matters which cannot reasonably be delayed until the time of the next regular meeting; (3) any member of the Shop Committee shall have the right to visit such of the departments before mentioned as may be necessary at all reasonable times for the purpose of transacting the legitimate business of the Shop Committee after notice to and permission from his department foreman. Upon entering a department other than their own in fulfillment of their duties, they shall notify the foreman of that department of their presence and purpose before taking the case up with the employee.

2. Passes shall be issued to the President, Financial Secretary, and Committeemen of their departments in order that they may be permitted to enter the plants of the Company to carry out the necessary functions of their duties, provided such individuals can comply with the regulations imposed by any governmental agency as regards visitors in the plants. And also International Representatives shall be permitted to attend Shop Committee meetings with the management.

3. Representatives of the Union may arrange with the Company to gain entrance to the plants in order to investigate and settle grievances and attend joint meetings, provided said representatives shall not interfere with the ordinary and usual operations of the plants, subject, however, to conditions imposed by departments, bureaus, and agencies of the United States Government, and by the Company. However, the Company will not impose regulations that will destroy the intent of the Paragraph.

Incorporation of union constitution and by-laws

1. The Constitution of the Union cannot and shall not be made the subject of arbitration action, but the Employer is not bound by such constitution except insofar as specifically covered by written agreement between the Employer and the Union.

Wages

Agreement increases

1. There shall be a ten per cent (10%) general increase of all time work rates and piece work rates effective day of . In addition and in lieu of any claim for retroactive pay to . day of .... , a lump sum payment of five dollars ($5.00) will be made to all employees working for the Employer on day of and still in the employ of the Employer on day of .

2. Each employee whose present salary is ten dollars ($10.00) or more below the minimum hiring rate, starting rate, intermediate rate, or standard monthly salary rate for the occupational classification applicable to him and specified in Statement "A," attached hereto, shall receive an increase in salary equal to the difference between his present salary and that salary listed on Statement "A."

Each employee whose present salary is less than ten dollars ($10.00) below the minimum hiring rate, starting rate, intermediate rate, or standard monthly salary rate for the occupational classification applicable to him and specified in Statement "A," attached hereto, shall receive an increase of ten dollars ($10.00) in his monthly salary rate, notwithstanding that this increase provides him with a salary greater than the salary rate specified in Statement "A" for his occupational classification.

Each employee whose present monthly salary is equal to or greater than the applicable monthly salary rate as listed in Statement "A," attached hereto, for his occupational classification shall receive ten dollars ($10.00) increase in this monthly salary rate, notwithstanding that this increase provides him with a salary greater than the salary rate specified in Statement "A" for his occupational classification.

All employees who have occupied positions within the occupational classifications specified in Statement "A," attached hereto, and are on the payroll as of the day of . . ..., shall be paid the dif-

ference between the salary rate or rates received and those applicable to them in accordance with paragraph C, D, or E above, retroactive to, but not including . . . day of . . . for such time worked since that date.

Those employees considered under paragraphs D and E above whose adjusted salaries are greater than the salaries listed on Statement "A," attached hereto, shall, during the life of this Agreement, continue to receive such greater salary so long as they occupy their present positions and satisfactorily meet the ability and physical fitness requirements of the positions they occupy or adjustments are made in their rates.

Operating increases

1. A basic hiring rate of sixty cents (60¢) per hour for beginners shall be put into effect. After thirty (30) days of service a five-cent (5¢) per hour increase shall be granted and every sixty (60) days thereafter a like increase shall be granted, until at least the minimum rate for the job classification in which the new employee is placed shall have been reached.

A minimum hiring rate for skilled and semi-skilled labor of eighty cents (80¢) per hour shall be maintained.

Any employee being hired at less than the regular hiring rate on semi-skilled work, because of insufficient experience, shall, after a sixty (60)-day trial, receive not less than the minimum rate for the job classification in which he or she is placed.

2. It is further mutually agreed and understood that all and any rate increases in wage rates of every kind and nature provided for herein shall be subject to the approval of the National War Labor Board or such other governmental agency as may be designated by law to approve such adjustments, and such wage adjustments shall be retroactive to day of , except that in case the approval of the National War Labor Board or such other agency of such wage adjustments shall not be obtained or given within the period of three (3) months from the date of the signing of this agreement, then and in such event said wage adjustments shall take effect only as of the date of the directive order of the National War Labor Board or such other agency as is provided by law for such purpose.

3. It is agreed that in Grades 5, 6, 7, 8, 9, and 10, length of service increases shall not apply, and wage increases in these Grades shall be made entirely upon merit, as determined by the Company.

Basic wages

1. The minimum basic wage for male employees shall be sixty cents (60¢) per hour for the first thirty (30) days of service and seventy-six cents (76¢) per hour thereafter.

The minimum basic wage for female employees shall be forty-eight cents (48¢) per hour for the first thirty (30) days of service and sixty-one cents (61¢) thereafter.

The rates for females shall be in accordance with the War Labor Board General Order No. 16 equalizing the wages of males and females for comparable quantity and quality of work.

There shall be provision made for the employment of handicapped workers on such jobs and such rates as agreed upon between contracting parties. The number of handicapped workers employed shall not exceed five per cent (5%) of the total employed.

All rates other than minimum rates shall be shown in the attached schedule and shall be effective as of . . day of . . . . . .

2. There shall be no distinction in rates between male and female operators when the work performed is the same. The qualifications of female operators are to be judged on equal basis with male operators both in selection for the job and in rating thereon. When the replacement of a male operator by a female entails unavoidable extra cost on the job due to inability of female to handle any part of the job, the rate thereon shall be subject to adjustment accordingly.

When an employee fills the place of another employee receiving a higher rate of pay, such employee shall receive the higher rate as soon as qualifications for the position are proved.

If an employee is required to take the place of another employee receiving a lower rate of pay, his normal rate shall be paid.

If an employee is given the alternative of a layoff or of filling a position at a lower rate of pay, the lower rate shall apply.

Job evaluation and classification

1. It is recognized that changing conditions may from time to time require adjustment of salary rates because of the changes in content of positions, and establishment of new positions. Under such circumstances, the following procedure shall apply:

a. When a bona fide new position is established, or when the position content is significantly changed, management will develop and make effective an appropriate rate for the new or modified position. The new rate thus developed and established will be explained to the grievance committee in order to obtain agreement thereto. In the event management and the grievance committee fail to reach an agreement as to the new rate, any aggrieved employee may resort to all steps of the grievance procedure as outlined in Section VII, "Adjustment of Grievances," to determine whether the rate received by the employee involved is proper, based upon the responsibilities and duties of the position.

2. All jobs or operations for which rates of pay are not provided by this Contract shall be determined by mutual agreement of Company and Union, and any agreement so arrived at shall become and remain a part of this Contract.

The Company and the Union shall work together on the details of a plan of job evaluation, which plan if mutually agreed to shall become part of this agreement, as part of Schedule "A" aforesaid, and shall go into effect the first full pay period after the agreement.

Incentive wages

1. Piece Work: A list of piece work rates shall be maintained by the Company and shall be available for examination by any employee engaged in piece work or by a Union representative. Any employee on piece work shall receive a detailed slip denoting the amount of work and the price assigned every operation before starting work. Any employee on piece work who incurs undue delay in moving from one job to another shall be paid his hourly rate for the time lost.

2. Incentive rates shall be figured on the basic principle that the average employee will be able by his own efforts to increase his production and consequently his pay in the amount of twenty-five per cent (25%) above the base hourly rate for the operation.

If in accordance with the piece rate schedule an employee or the Company shall claim any piece rate to be too low or too high, the job will be restudied and if found by the Management to be unfair, an adjustment will be made. However, no basic hourly rate will be changed during the life of this agreement.

3. It is recognized that changing conditions and circumstances may from time to time require adjustment of wage rates or modification of wage rate plans because of alleged inequalities, development of new manufacturing processes, changes in the content of jobs, or mechanical improvements brought about by the company in the interest of improved methods and products. Under such circumstances the following procedure shall apply:

a. When a bona fide new job or position is to be established:

(1) Management will develop an appropriate rate by the regular procedure in effect in the company for its industrial engineering and industrial relations activities, including the employment of job evaluation, and in the case of incentive rates the application of accepted industrial engineering methods.

(2) Such procedure having been conformed to, the rate may be established by Management to cover the job or position in question. The Union grievance committeeman or committee representing the employee or employees to be affected shall be informed by management in advance concerning such rates. The rate established may subsequently be subject to adjustment as provided in paragraph (3) below.

(3) If, after a reasonable trial period following the establishment by Management of the rate or rates for new jobs or positions, grievances are alleged by either employees or Management concerning such rates, which grievances cannot be satisfactorily adjusted by mutual agreement, the question as to the equity of such rates in relation to the plant rate structure and the requirements of the job or position as established by sound industrial engineering procedures may be appealed to an impartial umpire in accordance with the provisions of Section 7 (Adjustment of Grievances), but no formal grievance may be presented under Section 7 until a reasonable period has elapsed since installation of the rate and the operation of the equip-

ment to which the new rates apply, which period will permit of study and adjustment, if necessary, of the rates to the varying conditions of operation attendant upon the establishment of the new operation to which the new jobs or positions apply. It is recognized that the term "reasonable period" may vary with the type of operation or equipment to which the new rates apply, but shall not, unless by mutual agreement, be construed to apply to a period in excess of twelve (12) months.

b. When a rate, either straight hourly, tonnage, or incentive, is alleged by either party to be improperly fixed in relation to the rate structure for the plant unit involved, and in relation also to units engaged in similar work in other plants of the company in the operating district in which the plant is located, and when it is desired by either party to adjust such rate in the interest of equitable differentials in earnings and proper cost of production (no changes in methods, equipment, or production standards being involved):

(1) The procedure outlined in a(1), above, is to be followed. In addition, the rate proposals so developed will be fully explained to the Union representatives with the objective of obtaining their agreement to the proposals on the basis of equity.

Negotiations may be instituted by the grievance committeemen representing affected employees or by Management. If subsequent rate studies are necessary, Management will acquaint the Union grievance committeeman or committee regarding such study and seek their coöperation. When the study has been completed and the proposed new rates have been computed, Management representatives will again confer with the committeeman or committee and fully explain the results of the study. The procedure involved in explanation and negotiations will be that procedure outlined in Section 7 of the Agreement, under which the first contacts will be with the foreman, with negotiations continuing through the successive steps of such procedure, if necessary including but not going beyond Step 4 thereof. In the absence of mutual agreement, no changes shall be made in the rates.

(2) Should Management and Union representatives fail to reach an agreement as to rates, they shall then endeavor to arrive at an agreement for the installation of the proposed rates for three (3) months, or otherwise agreed upon period which will serve as a trial or experimental period. At the conclusion of the trial or experimental period the results of the study and the related facts and the experience accumulated will (if formally requested in writing by Management or the Union representatives within thirty (30) days thereafter) be further reviewed jointly by Management representatives and the Union for the purpose of making such further adjustment as the facts and experience accumulated warrant. Any adjustment of rates agreed to during the trial or experimental period shall be effective as of the date immediately following the completion of such trial or experimental period.

c. When changes are made in equipment, method of processing, material processed, or quality or production standards which would result in a substantial change in job duties or requirements; or where, over a period of time, an accumulation of minor changes of this type have occurred which, in total, have resulted in a substantial change in job duties or requirements, adjustments of hourly, incentive, and tonnage rates may be required.

In such cases Management will follow the procedure outlined in paragraphs b(1) and (2), except that in the absence of agreement in any step of the grievance procedure, Management may establish the new rates and the Union may carry the grievance through all steps of the contract procedure established for the settlement of grievances for determination as to whether the earnings received by the employees from the new rates have resulted in lowering of the rates applicable to them under Section 3 of this Agreement or a failure to provide proper compensation for such increased effort, if any, brought about by the changes in the job duties or requirements.

Reopening of wages

1. In the event of changes in economic conditions, National wage policy, cost of living, or competitive conditions in the industry, either party may give thirty (30) days' notice of its desire to negotiate changes in the wage structure.

Reporting pay

1. When an employee reports for work without being previously notified that there will be no work, said employee shall receive at least equivalent to four (4) hours at straight-time rate unless work cannot be provided because of breakdown of production equipment or power, acts of God, or other necessary stoppage of production beyond the control of the management.

2. An employee regularly scheduled and reporting for work in person, then sent home due to lack of work, shall receive a minimum of four (4) hours' pay at his prevailing rate, unless notified sixteen (16) hours in advance not to report for work. This provision shall apply except where work becomes unavailable due to any general disaster, fire, explosion, labor dispute, or other conditions beyond the control of the Company.

3. An employee reporting for work on his regular schedule but not used will be allowed two (2) hours' pay, provided the Company has not reasonably attempted to give such employee two (2) hours' notice that he will not be required. An employee reporting for work on his regular schedule and used less than two (2) hours will be allowed two (2) hours' pay.

Call-in pay

1. Any day worker called in after regular working hours to go on duty shall receive pay equivalent to two (2) hours at straight-time rate plus the time actually worked.

2. An employee called in to perform emergency work shall, if the emergency work constitutes overtime, be paid a minimum of four (4) hours at his prevailing overtime rate.

Waiting time

1. During the slow season, it shall not be necessary for employees to report to work every day and to remain in attendance in the shop when there is not work for them to do. During the slow season and all other times, if the employees are directed to report to work by the employer, they shall be given at least three (3) hours of work or the monetary equivalent of three (3) hours of work at the minimum rate for new or unqualified employees, the hourly rate for time-work classified employees, or the classified hourly base rate for qualified piece-work employees.

Travel allowances

1. Regularly employed employees being dispatched from permanent headquarters to temporary headquarters will be paid the regular wage rate for time consumed in traveling, and traveling expenses (or transportation facilities may be furnished at the Company's option). Their board and lodging during the time they are employed at temporary headquarters shall be provided at the Company's expense. Men hired to work out of temporary headquarters will pay their own board and lodging and be subject to the same general working rules as men working out of established headquarters.

2. When an employee is required to work at a distance from his permanent headquarters, Utility, at its option, shall either provide transportation, meals, or lodging, or reimburse him to a reasonable amount for such expenses actually incurred.

3. In case an employee is requested to report temporarily at other than his regular place of work and additional travel time is required, he will be paid at his regular rate for the additional travel time in excess of the maximum travel time required by any employee regularly scheduled to report to such place for work, as though he worked, except not to exceed eight (8) hours in a calendar day.

Portal-to-portal pay

1. For all inside employees, work time shall begin at the portal and end at the portal; but in shaft mines, for the purpose of making the operations of lowering and hoisting the men orderly and safe, the man-trips shall leave the bottom ten minutes after the start of each eight and three-quarter hour shift and shall arrive at the shaft bottom five minutes before the end of each eight and three-quarter hour shift (it being understood that the eight and three-quarter hours are exclusive of the lunch period). Employees shall be at the shaft collar in time for all of them to be lowered so as to be in the man-trip at the scheduled departure time. The Operator shall have the right to designate the portal or portals and may

move or establish new portals if adequate facilities, conveniences, and safety are furnished the mine workers at such new portals, subject to the right of review on the part of the mine workers under existing grievance machinery.

Special clothing or tools

1. The management shall furnish all necessary mine workers' tools at the management's cost. At the option of each tonnage mine worker, where the management has not already purchased tools owned by the worker or entered into some satisfactory settlement with respect to that matter, the management shall purchase and the mine worker shall sell the tools the tonnage mine worker owns at a price which is equal to one cent (1¢) per ton for all coal mined by each tonnage mine worker between the . . . . . day of . and the . . . day of . . . . . , with a minimum payment of three dollars ($3.00).

Reimbursements to company

1. The Company will replace all tools condemned by the Company. Tools that are broken or worn out will be replaced at the Company's expense. All tools that are furnished by the Company, not including tools replaced, will be charged to the employee at cost. Tools that are lost or not turned in when the employee leaves the service of the Company will be charged against the employee and deducted from his last pay check received.

Payroll deductions

1. The Company shall not be required to make deductions from the pay of employees other than for the following reasons:
   1. Old age benefits
   2. Employment insurance
   3. Income tax
   4. War bonds
   5. Union dues
   6. Any other deductions agreed upon between the Company and the Union.

Night shift differentials

1. Night Shift Bonus. Rotating and fixed shift wage earners scheduled and working on the second or afternoon shift shall receive a wage differential of four cents (4¢) per hour above their normal hourly rate, and when scheduled and working on the third or night shift shall receive a wage differential of eight cents (8¢) per hour above their normal hourly rate.

Wage earners scheduled and working on a shift commencing between the hours of 5:00 A.M. and 1:00 P.M. shall be considered working on the first or day shift, and shall not be entitled to any wage differential.

Wage earners scheduled and working on a shift commencing between the hours of 1:00 P.M. and 9:00 P.M. shall be considered working on the second or afternoon shift and shall receive a four cents (4¢) hourly wage differential above their normal hourly rate for the hours worked.

Wage earners scheduled and working on a shift commencing between the hours of 9:00 P.M. and 5:00 A.M. shall be considered working on the third or night shift and shall receive an eight cents (8¢) hourly wage differential above their normal hourly rate for the hours worked.

Consecutive hours of overtime worked beyond the scheduled eight hours shall be paid at the same rate as the original shift. However, entire shifts of eight hours overtime shall be paid at the rate applicable to the starting time of the extra shifts.

The standard overtime premiums will be continued in all cases, and shift differential wages will be added to the normal rates before overtime premium pay is calculated.

2. Employees who are scheduled and who work on the swing shift will receive premium pay at the rate of three cents (3¢) per hour worked on such shift. Employees who are scheduled and who work on the graveyard shift will receive premium pay at the rate of six cents (6¢) per hour worked on such shift. However, work now assigned on a shift schedule basis for which a premium of ten dollars ($10.00) per month over the appropriate regular rate is being paid will continue to carry such premium in lieu of that set forth above. Such assignments are indicated by the letters "SS" following the job title. The foregoing premium rates do not apply to temporary part time workers.

a. Definition of Shifts

(1) Swing Shift

All shifts beginning on or after 3 P.M., but before 8 P.M., and all shifts beginning on or after 4 A.M., but before 6 A.M., shall be considered swing shifts.

(2) Graveyard Shift

All shifts beginning on or after 8 P.M., but before 4 A.M., shall be considered graveyard shifts.

3. Employees on the second and third shifts shall receive higher hourly rates, as has been the Company's policy in the past. It is agreed that such rates shall be five cents (5¢) higher per hour of pay over the day rate for similar work, when employees work on second shift; and ten cents (10¢) higher per hour pay over the day rate for similar work when employees work on the third shift, provided operators are of equal ability. Where there are three (3) shifts on a machine, operation, or job, and these shifts rotate, the hourly rate of pay shall be the same for each shift, provided each of the three (3) operators is of equal ability. The premiums provided herein for day workers shall also apply to piece workers.

Payment of wages

1. Pay day shall be made semi-monthly and at least twice each month. Payment shall be made in cash or par check, with recognition for legiti-

mate deductions. This is designed only to prohibit the discounting of earnings through the use of scrip or tokens.

2. Every employee covered by this agreement shall be paid his wages weekly on Company time, on Friday of each week for work performed during the previous week.

Lost-time allowances

1. Employees who lose time provided on their regular working schedules due to inclement weather may, upon written request, make up that time at some predetermined date within the next sixty (60) days, at overtime rates, provided work is available. Any time lost during the regular work week shall be paid at the regular rate and credited against any makeup time which is worked at time and one-half hereunder. It is understood, however, that if time lost due to inclement weather is not made up within sixty (60) days, the lost time not made up shall be deducted from the employee's pay.

2. For time lost by an employee from his scheduled working hours due to a holiday, illness, inclement weather, or excused absence for personal business, the Company will, insofar as possible, consistent with good operating practice, and when there is work to be done, permit the employee, within a period of thirty (30) days, to work on his regular day off, or on a longer daily schedule, in order to make up the time so lost, and he shall be paid the regular rate for the classification in which he may work while making up such time, but the total number of hours worked, including such extra work, shall not (except in the case of overtime work classified as emergency) exceed eight (8) hours in any one day, or forty (40) hours in any one week; except that an employee will not be permitted to make up lost time on any occasion if, by so doing, overtime or premium rates are required by law or by the provisions of this Agreement.

When an employee loses time and pay as a result of shift changes or changes in hours, as required by the Company, the Company will permit him to make up such lost time within the current or next succeeding work week, to the extent that there will be no loss of customary pay.

Transportation or relocation allowances

1. Employees moved or transferred from the . . . . . Works to another Works or office of the Company at the direction of Management, shall receive transportation for themselves, the dependent members of their families, and their household goods, provided such practice does not conflict with State or Federal Laws.

2. When an employee in Production Operations is transferred at the request of the Company through promotion or otherwise, the Company will pay all reasonable expenses incident to such move, including transportation and cost of moving household furniture and effects. A reasonable expense allowance, if necessary, will be made for the first few days after the employee so transferred has reached his new place of residence.

Bonuses

1. The Company shall pay all members of the bargaining unit a year-end bonus. The Company shall also pay a semi-annual bonus to all regular employees covered by this contract. Such bonus shall be upon a graduated scale, according to the employee's tenure of service, and (except in the case of regular employees in the service of the Company less than six (6) months) shall be based upon a designated percentage of the employees' gross earnings during the bonus period. The scale for determining such bonuses is as follows:

Regular employees with less than 6 months' service	$3.00
Employees having service from 6 months to 18 months	1% of earnings
Employees having service from 18 months to 3 years	2% of earnings
Employees having service from 3 years to 5 years	3% of earnings
Employees having service from 5 years to 10 years	4% of earnings
Employees having over 10 years of service	5% of earnings

Each semi-annual bonus shall be computed on the employees' gross earnings (including overtime) for not more than thirteen (13) complete pay periods preceding the computation. A period of at least three (3) weeks shall be allowed the Company for computation purposes, and the succeeding bonus shall be computed on the next thirteen (13) pay periods following the last pay period used in the prior computation.

Wage reductions prohibited

1. No employee shall suffer any reduction in wage rates during the life of this contract.

2. During the life of this agreement there shall be no reduction in the rate of pay for any job or of any employee unless an employee is demoted or reclassified into a lower rated job.

Working Time

Regular hours

1. No more than forty (40) hours shall constitute a week's work, to be divided as follows: Eight (8) hours per day on Monday, Tuesday, Wednesday, Thursday, and Friday. Any time worked over eight (8) hours per day or forty (40) hours per week shall be paid for at the rate of time and a half. Monday is to be the first scheduled work day of any work week; Tuesday, the second day; Wednesday, the third day; Thursday, the fourth day; Friday, the fifth day; Saturday and Sunday, if worked, will be the sixth and seventh days, in that order.

2. Eight consecutive hours of work (except for lunch period) shall constitute the working day of each employee.

Forty hours of work each week consisting of five consecutive eight-hour days, Monday to Friday inclusive, shall constitute the week's work for every employee.

Shift hours

1. The day shift shall commence work at 7:00 A.M. and terminate at 5:00 P.M., allowing one hour as lunch period between 12 o'clock noon and 1:00 P.M. The night shift shall start at 5:00 P.M. and terminate at 5:30 A.M., allowing one-half hour as a lunch period. However, Company reserves the right to change the starting and stopping time as its interests shall dictate upon the posting of a notice on the bulletin board giving not less than three (3) days' notice.

2. The direction of the work and the working force, including the setting of working and operating hours, schedules, etc. is the exclusive right of management.

However, it is agreed that the usual scheduled hours of work for day workers shall be from 7:00 A.M. to 12 noon and from 1:00 P.M. to 4:00 P.M.

Also, under normal conditions, tour workers shall be organized into three shifts and shall work eight (8) consecutive hours as follows:

Tour A, from 7 A.M. to 3 P.M.

Tour B, from 3 P.M. to 11 P.M.

Tour C, from 11 P.M. to 7 A.M.

Shifts shall rotate in sequence weekly.

Meal periods

1. When it is necessary that men continue work more than one and a half (1½) hours after the regular quitting time, they shall be furnished a meal, at the Company's expense and at intervals of not more than six (6) hours thereafter while they continue work.

2. The hours of employment shall be an eight (8)-hour period from 8:30 A.M. to 5:15 P.M. Three-quarters (¾) of an hour shall be allowed for a lunch period except in cases where two (2) or three (3) shifts are in force whereby the lunch period can be shortened to one-half (½) hour.

Rest or relief periods

1. There shall be one ten (10)-minute rest period during the first four (4) hours, and one ten (10)-minute rest period during the second four (4) hours for all factory employees during each shift of eight (8) hours or more, except in the Burring Department, where employees shall receive one ten (10)-minute rest period during the first four (4) hours, and one fifteen (15)-minute rest period during the second four (4) hours.

Clean-up period

1. For the purpose of removing the excessive dirt accumulated at their job, all employees shall be given a five (5)-minute period before lunch period and a five (5)-minute period before quitting time. These five (5)-minute periods shall be considered as time worked.

Make-up time

1. An employee, at his request, may be permitted, at the discretion of Management, to make up, at regular rates, time lost on account of observance of designated holidays, inclement weather, sickness, or other reasons, as follows: (1) Refinery employees may make up such time on their day off within their regular two-week schedule, and (2) Roofing Plant employees must make up such time within the week during which the lost time occurs, except that, in either instance, employees cannot make up such time on any day for which overtime rate is specifically designated under Article V, and employees may not be allowed to work more than eight (8) hours in any one day or forty (40) hours in any one week for this purpose.

2. Time lost on account of either voluntary or involuntary layoffs shall not be made up by employees working regular days off at straight time.

Company meetings

1. If an employee is called into conference by the Company during his regular scheduled hours of work, he will be paid for such time at his regular rate. If the conference extends beyond regular working hours, or has been called for any time other than his regular working hours, he will be paid time and a half for such extra time, except that if the conference is for the purpose of (1) collective bargaining; (2) consideration of grievances in connection with any of the Articles of this Agreement; or (3) for disciplinary reasons in which the employee is the one subject to discipline, no payment will be made to such employee for time spent outside of his regular scheduled hours.

State and Federal regulations

1. It is understood and agreed that any part of this agreement that may be construed by proper authority, or by mutual agreement, to be in conflict with any mandatory State or Federal laws, or Executive Orders, shall be suspended and the appropriate mandatory provision of the State or Federal laws or Executive Order shall prevail.

2. If at any time during the term of this contract any of the provisions herein are altered or superseded by State or Federal legislation, the balance of the contract shall remain intact.

Overtime

1. Notwithstanding any of the foregoing provisions, it is intended that overtime pay of time and one-half be computed on a weekly basis from Monday to Saturday, inclusive.

The Company agrees that if it fails to give forty (40) hours' employment to any of the employees covered by this agreement between Monday and Friday, inclusive, they shall be entitled to and shall receive overtime pay for hours worked in excess of eight (8) hours in any one day of the aforesaid period. Provided, further, that if any employee is injured in the plant during the work week, or if he has had any excused

absence from work (excused absence shall lie within the sole judgment of the Company), or if a death has occurred in his immediate family, he shall be entitled to and shall receive pay for all hours worked in excess of eight (8) hours in any one day of the aforesaid week.

Provided, further, that for the purpose of computing overtime pay, the unworked day stated in subdivision 1 above shall be considered a worked day.

All work performed on a seventh consecutive day in the same work week shall be paid for at the rate of double time.

2. It is further mutually agreed and understood that time and one-half will be paid for all work over eight (8) hours in any one day, with the understanding that in any event overtime shall not be paid twice when over forty (40) hours have been worked in the week in which the overtime occurs.

Holidays

1. The following holidays shall be observed with full pay based on an eight (8)-hour day at the regular hourly rate of pay prevailing at the time said holiday occurs:

a. Independence Day
b. Labor Day
c. Christmas Day
d. New Year's Day
e. Memorial Day
f. Thanksgiving Day

Payment for the above holidays shall apply to those employees who shall have worked a minimum of one hundred (100) hours in the thirty (30) days preceding the holiday.

a. A holiday which falls on a Sunday shall be observed on the following Monday. A worked holiday shall be compensable by time and one-half of the employee's regular hourly rate of pay.

b. Holiday premium pay as herein provided shall not be credited or off-set against the time and one-half pay for hours worked over forty (40) during that week, nor shall an unworked holiday be considered as a work day for purposes of computation of premium pay. In no event shall duplicate overtime be paid or pyramided.

c. Overtime shall be divided equally, where practical, among the employees.

2. All full-time employees who work on each day of a regular work week in which one of the following holidays are not worked shall receive eight (8) hours' pay calculated at their straight-time hourly rate for such holidays:

a. Labor Day
b. Thanksgiving Day
c. Christmas Day
d. New Year's Day

All part-time employees who work on each day of a regular work week during which one of the above holidays are not worked shall receive pay

equivalent to the number of hours per day they regularly work calculated at their straight-time hourly rate for such holidays.

When one of the above holidays falls on a Sunday, it shall be observed on the following Monday.

Time and one-half shall be paid for work performed on the days on which the following holidays are observed:

a. New Year's Day
b. Washington's Birthday
c. Fourth of July
d. Labor Day
e. Thanksgiving Day
f. Christmas Day

It is agreed that a holiday for the purpose herein shall begin at 12:01 A.M. of the day the holiday is observed and end at 12:00 Midnight of the same day.

Vacations

A. Every employee shall be entitled to a vacation with pay subject to the following conditions:

1. Upon and after completion of one (1) year's service, one (1) week's pay will be granted during each year.

2. Upon and after completion of five (5) years' continuous service, two (2) weeks' vacation with pay will be granted each calendar year.

3. Vacations will normally be granted in the period between May 1 and October 1 at such time as the management finds most suitable. In exceptional cases other mutually satisfactory arrangements may be made.

4. Vacation pay for the first year shall be at the employee's basic hourly rate at the date of completion of the first year's service. For the following years it shall be at his basic hourly rate on May 1 of the current year.

5. Employment shall be considered continuous if the employee shall have worked, during the twelve (12) months prior to May 1 of the current year, a total of 1,480 hours, figured at regular time of forty (40) hours maximum per week. There are two exceptions to this as follows:

a. In determining his eligibility for his one (1) week's paid vacation at the end of his first year of employment, he shall have worked the 1,480 hours in the twelve (12) months preceding the anniversary of his employment.

b. In determining his eligibility for his first two (2) weeks' paid vacation, he shall have worked 1,480 hours in the twelve (12) months preceding the fifth anniversary of his employment. Time lost on account of jury service or through an industrial accident occurring in this plant and covered by compensation shall not be counted against the employee in computing hours worked in connection with eligibility for vacations.

6. If an employee who has completed five (5) years of service fails, because of a personal disability lasting for seven (7) or more weeks, to accumulate the 1,480 hours required for a two (2) weeks' vacation, he

shall be entitled to one (1) week provided that his accumulated hours total 1,200.

7. If the first year's employment is completed on a date which does not fall within the period specified in paragraph 3, the employee, by mutual agreement with the company, may defer the date of taking the vacation time to one more suitable. Pay therefor will be given when the vacation is taken and at a rate in accordance with paragraph 4.

Pay for vacations referred to above is normally to be figured on a forty (40)-hour work week and based upon straight-time hourly earnings. However, for the year ending . . . , 19. . , because of the abnormally long work weeks scheduled, such vacation periods are to be paid for at the rate of forty-eight (48) hours for one (1) work week and ninety-six (96) for two (2) work weeks, both on a straight-time basis of hourly earnings.

No employee who shall leave the company of his or her own accord or by discharge shall be entitled to vacation pay.

Vacation pay or time is not accumulative. No employee shall receive more than one (1) vacation period or vacation pay in one (1) calendar year, except where those employees entitled to two (2) weeks' vacation, and with the consent of the management, wish to stagger it one (1) week at a time.

Vacations are to be taken in actual time out of one-week or two-week periods. Vacations of one day at a time shall not be allowed or paid for.

Employees of the company entering the armed services of the United States who have completed 1,480 hours, figured at regular time of forty (40) hours maximum per week, shall receive vacation pay.

B. Nothing in this Agreement shall be so construed as to mean that the employer may not pay any member or members of the workers more than the minimum rate of wages provided in the Wage Schedule.

During the life of this contract, the employer shall grant to each member of the Union, two (2) weeks, of forty (40) hours each, vacation with pay. This pay shall be divided into two parts—one week's pay of forty (40) hours to be paid just prior to Christmas, and one week's pay of forty (40) hours to be paid just prior to the summer shut-down, and not later than August 1. To obtain the Christmas pay a member must have been steadily employed by the employer, in its factory, one year prior to December 1 immediately preceding such pay. To obtain the summer pay a member must have been steadily employed by the employer one year prior to June 1 immediately preceding such pay. Vacation pay to each member of the Union shall be computed on the basis of his regular hourly rate, except to piece workers, each of whom shall be paid on the basis of his average hourly earnings. Should operating conditions not permit a shut-down for vacation, the vacation pay, nevertheless, will be granted and employees continuing to work will be paid at their regular rates.

All absences, unless approved by the Factory Superintendent, forfeit the right to vacation pay.

Wherever practical, during vacation periods, all extra work is to be divided equally among those who desire to work.

Leaves of absence

1. Any member of the Union who is required to attend a Union convention or perform any other function on behalf of the Union necessitating a leave of absence shall, upon application being made, be granted the said leave of absence by the Company, provided that no more than two members of the Union are involved and that both of them are employees of two different departments, and further conditioned that the said leave of absence shall not exceed one month during the term of this agreement.

Leave of absence will be granted to an employee in the event of illness. The Company reserves the right to have the Company doctor examine said employee for the purpose of determining whether said employee is fit to work.

Upon the recovery and return to work of such employee, he shall be reinstated to the Company without a loss of seniority.

Any employee, while in the active service of the Company, who is inducted into the land or naval forces of the United States for training and service under the Selective Training and Service Act of 1940, or who volunteers for training and service under the said Act, or who is called for active service in the land or naval forces of the United States, and who, upon the completion of such military service (a) is honorably discharged or receives a certificate of satisfactory completion of his training and service and (b) makes application for reemployment within ninety (90) days after he is relieved from such service, and (c) can qualify at the time of making such application to perform the duties of the position he would have been employed in on the basis of his accumulated seniority had he been in the continuous employment of the Company, shall be reemployed in such position or any position of like seniority, status, and pay unless the Company's circumstances have so changed as to make it impossible or unreasonable to do so. If such change has taken place, every effort shall be made to provide such employee with whatever suitable employment is possible.

2. When plant conditions permit, a leave of absence for a period not to exceed fifteen (15) days in any calendar year will be granted to an employee to attend conventions or conferences as a representative of any employee group, without the loss of any employee rights or benefits, except that he will not be paid for time lost during such absence.

In individual cases the Company will consider requests for additional leaves of absence on account of Union business.

All leaves of absence will be subject to Company regulations.

3. A temporary leave of absence may be granted for personal reasons for a period not to exceed thirty (30) days. Such leaves are subject to the approval of the applicant's Foreman, and they shall not be renewed.

Seniority will accumulate, except for the probationary employee, who will be given credit for a maximum of seven (7) days, and whose seniority date shall be adjusted corresponding to the length of time elapsed between the seven (7)-day period and the expiration of the leave.

4. An extended leave of absence for personal reasons may be granted

to a seniority employee for not more than ninety (90) days when the services of the employee are not immediately required, and there are employees available within the plant who are capable of doing his work. Such leaves may only be extended due to extenuating circumstances.

Seniority will not accumulate beyond the first thirty (30) days during the period of extended leaves of absence for personal reasons. Such leaves will not be granted an employee who is laid off, and will not be extended if the employee would have been laid off had he been working during his leave.

5. Any employee who is known to be ill, supported by satisfactory evidence, and who has so reported to the Timekeeping Department during his first seven (7) days of absence, shall be granted sick leave automatically by the Personnel Department not to exceed thirty (30) days. If the sickness continues beyond the thirty (30) days, sick leave shall be extended on the approval of the Director of Industrial Relations or his duly designated representative.

Such employee upon his return shall be reinstated according to seniority if he is physically able to perform available work; if he is physically unable to do the same work or similar work to that which he was doing prior to his leave, the Company will endeavor to find suitable work for such an employee. This is not to be construed as placing an unreasonable burden on the Company by creating new jobs in such cases.

Seniority of employees on sick leave shall accumulate for a maximum of six (6) months, after which time an adjustment in the seniority date shall be made corresponding to the length of time that has elapsed between the six (6)-months period and the expiration of the leave.

Probationary employees without seniority shall not receive credit in excess of seven (7) days for time off sick, toward the sixty (60)-day period required to establish seniority, and they shall not be granted extension to exceed the total of three (3) months.

In cases of compensable injury or compensable occupational disease, sick leave will be granted automatically and seniority will accumulate so long as the employee is unable to do his regular work because of such compensable injury or compensable occupational disease.

Any employee who has been incapacitated at his work by injury or compensatory occupational disease while in the employ of the Company, shall upon his return be employed at other work in the plant which he can do without regard to seniority provisions of this Agreement.

6. In cases of pregnancy, it will be permissible for a woman employee to work until the end of the fifth (5th) month of pregnancy, provided the following conditions are met:

a. She submits a letter from her physician that she is under his care and that she has no complications at the time the statement is written and that if such should develop, the physician will so advise the Medical Director of the Company.

b. Her services can be utilized at work that does not require heavy lifting, climbing, or moving from one platform to another.

c. She will not be permitted to work in spray booths or where she

may come into contact with benzine solvents or other toxic substances.

Leaves of absence for a period of six (6) months with accumulated seniority will be granted to pregnant women effective not later than the fifth (5th) month of pregnancy. An additional three (3) months will be granted upon request.

7. Any employee of the Company who enters into active service in the armed forces of the United States within thirty (30) days after leaving the employment of the Company will be given a leave of absence for such period of service and shall be offered reemployment in his previous position or in a position of like seniority, status, and pay, unless the circumstances have so changed as to make it impossible or unreasonable to do so, in which event he will be offered such employment as will be available which he is capable of doing, at the current rate for such work, provided he has not been dishonorably discharged and is physically able to do the work and reports for work within ninety (90) days of such discharge, unless a satisfactory reason for not reporting is given.

In the event that any such employee is honorably discharged but is physically unable to work within ninety (90) days after such discharge, and, within such ninety (90) days, presents to the Company satisfactory written evidence of such inability, he shall be entitled to an additional leave of absence during the continuance of such inability, such additional leave not to exceed a period of two (2) years.

Seniority will accumulate during the periods of such military service for all employees who had worked for the Company prior to entering the armed service.

8. Any employee elected to an office in, or as a delegate to, any labor activity necessitating a leave of absence, shall be granted such leave, and shall at the end of the term in the first instance, or at the end of the mission in the second instance, be guaranteed reemployment, if there is work for which he is in line with seniority at the then current rate of pay. Seniority will accumulate during the period of such leave.

Notices of such election or appointment shall be made in writing to the Manager of Labor Relations of the Company by the Regional Director of the . Union or his duly designated representative. Wherever possible at least three (3) days' notice will be given prior to the date such leave is granted.

9. An approved copy of the leave of absence application will be furnished to the employee. The Union will be supplied monthly with copies of all leaves of absence granted.

Any employee on leave may return to work in line with his seniority before the expiration of his leave provided not less than seven (7) days' notice is given in writing to the Management. The return within the seven (7)-day period is at the option of the Management. Any employee who fails to return to work in accordance with the notice as given shall be considered as having voluntarily quit unless he has a satisfactory reason.

Any employee who fails to report for work within five (5) working

days after the date of expiration of his leave shall be considered as having voluntarily quit, unless he has a satisfactory reason.

If, upon the expiration of a leave of absence, there is no work available for the employee in line with his seniority, or if the employee would otherwise have been subject to lay-off according to seniority during the period of the leave, the period which breaks seniority shall start on the date of the expiration of the leave.

Conditions of Employment

Working conditions

1. The Company agrees, to the best of its ability, to carry out all safety and sanitation measures as required and recommended by the Industrial Commission of the State.

2. The Company shall continue to make reasonable provisions for the safety and health of the employees at the plants during the hours of their employment. Protective devices, wearing apparel, and other equipment necessary properly to protect employees from injury shall be provided by the Company, in accordance with practice now prevailing. The Company will consider fully the recommendations of the Union's safety committee in an effort to maintain adequate standards of safety.

First aid facilities

1. The Company shall have available at all times first aid equipment in each department.

Any employee covered under the terms of this agreement, suffering injury while on duty, shall be accorded medical care immediately and he shall have the services of a bona-fide physician. Employees will not lose time while having injuries dressed.

2. The Company agrees to make every endeavor to take all precautions necessary to guard the safety and health of the employees. The Company further agrees to keep a competent attendant in the First Aid Room of the Shop during the regular day shift working hours.

Sanitary facilities

1. The Company shall make reasonable provisions for the safety and health of the employees during the hours of their employment in accordance with the Laws of the State of . . . . . All sanitary facilities such as washrooms, lavatories, and the like shall be kept clean. Lockers will be assigned by the Personnel Department.

2. The Company agrees to furnish adequate locker, toilet, and washing facilities for the employees covered by this agreement.

Eating facilities

1. The Company agrees to provide space with suitable tables and chairs to be used as a lunchroom for all employees.

Safety and fire-prevention equipment

1. The Company will furnish, without charge, clothes, goggles, and other safety devices commonly identified as regular equipment on hazardous jobs. When such devices are furnished, the employees are expected to use them. Failure to do so will call for punitive action.

2. The Company agrees to furnish such safety devices and first aid sets as may be needed for the safety of its employees. The Company shall furnish all rubber hats, coats, boots, gloves, and all other necessary equipment for the protection of men working on live equipment, and it is a rule of the parties hereto that they be used.

Workmen's compensation

1. It is agreed that the employees covered by this agreement who shall sustain an injury while on the premises of the employer shall be compensated for the medical attention required in accordance with the Workmen's Compensation Law of the State. In this connection the employer agrees to insure himself with a reputable insurance company to cover such risks.

Safety organization

1. A Joint Safety Committee shall be appointed by Management, which shall, monthly, conduct during working hours a tour of inspection of all Yard Departments, and review records of accidents or near accidents which occurred between meetings. Said Committee shall survey working conditions from a safe practice and practical viewpoint and submit a written report regarding safe practices to the Manager of Industrial Relations recommending such modifications or improvements as in the judgment of the Committee are desirable and practicable.

The Committee shall be composed of six (6) members, three (3) designated by Management and three (3) chosen by Management from a panel of ten (10) nominees presented by the Union. Representatives of the Union shall be selected by Management based upon their representation of all divisions and knowledge of yard practices. No Union representative shall be nominated who has not served a minimum of three (3) years with the Company. The Company will designate one employee to serve as Secretary of the Committee, prepare its reports, and keep a record of all its recommendations.

The function of the Committee shall be advisory only, and Management reserves the right to adopt or reject such recommendations as it alone may determine.

Union representatives on the Committee shall be changed semi-annually.

2. There shall be a Workmen's Safety Committee composed of the entire personnel covered by this Agreement.

Three different members of the Committee will meet each week on Friday and tour the factory for the purpose of making recommendations on safety and health conditions. The tour will be conducted by the Plant

Safety Engineer chosen by the Management. The choice of members for the group each week will follow the order of plant seniority, except that these employees are to be from the shift in which the tour takes place, and that rotation of members must be followed so that no employee can serve twice until all employees have functioned on weekly tours. The tours will be conducted on the first shift on the first and fourth Fridays of the month and on the second and third shifts on the second and third Fridays of the month. The time for the tour will be at the discretion of the Plant Safety Engineer, except that it must be during regular working hours for the shift. A written report is to be submitted to the Plant Engineer of the findings, signed by all committeemen participating.

All committeemen who have acted on the safety tours during the month shall meet on the last Saturday of the month, together with the Plant Safety Engineer, to review all of the reports made during the past month and such action as may have been taken on the same. They also will make final recommendations as to the necessity for action in writing and signed by all present.

Employment standards

1. In hiring new employees, the Company agrees that American citizens shall be given the preference over aliens.

2. No person under seventeen (17) years of age shall be employed inside any mine or in hazardous occupations outside any mine; provided, however, that where a state law provides a higher minimum age, the state law shall govern.

Patents or inventions

1. All present and future technical and engineering employees shall be required to sign a patent agreement provided by the company. This agreement shall be drawn up and shall be subject to the approval of the union.

Physical examinations

1. Physical examination, required as a condition of or in employment, shall not be used other than to determine the physical condition or to contribute to the health and well-being of the employee or employees. The retention or displacement of employees because of physical condition shall not be used for the purpose of effecting discrimination.

2. The employer shall have the right to accept or reject new employees on the basis of physical examination. Examinations shall be paid for by the employer. This shall not affect any union member now employed, except as provided by Federal or State Law.

Apprenticeship

1. In order that an adequate supply of competent workmen shall be available at all times, it is agreed between the parties hereto that train-

ing programs for apprentices and trainees shall be established where practicable.

As to apprentices, the standards and program for training shall be set up and carried out in coöperation with the Industrial Commission of the state of . . . . . and the Federal Committee on Apprentices.

Applicants for apprentices must be at least eighteen (18) years of age, and not exceed twenty-one (21) years of age. Such a person shall serve four (4) years in learning the various trades incorporated within the Company's program, during which time he shall be governed by the rules and laws applicable to apprentices.

All apprentices employed shall be subject to a tryout or probationary period not to exceed four (4) months of employment, constituting the regular working hours provided in this agreement, and shall be on day force only, and they shall not be permitted to work over eight (8) hours per day unless apprentice is working with a journeyman on overtime work.

The ratio of apprentices shall be one for each department, and an additional apprentice for every ten (10) journeymen in the department, except in the pattern shop, where two (2) apprentices shall be allowed if desired by the Company.

The apprentice shall be given such instruction and experience in the various departments of the Company as will enable him to qualify as a competent mechanic on the completion of his contract.

The term of apprenticeship shall be 8,320 hours, based on forty (40) hours per week, and fifty-two (52) weeks per year. Hours of labor shall be the same as established for other skilled men in the department.

Apprentice rates of compensation shall be as follows:

1st	period	of	1,040	hours	40¢	per hour
2nd	period	of	1,040	hours	45¢	per hour
3rd	period	of	1,040	hours	50¢	per hour
4th	period	of	1,040	hours	55¢	per hour
5th	period	of	1,040	hours	60¢	per hour
6th	period	of	1,040	hours	65¢	per hour
7th	period	of	1,040	hours	75¢	per hour
8th	period	of	1,040	hours	85¢	per hour

provided the above rate schedule is in accordance with laws, rules, and regulations of the War Labor Board.

After completion of the eighth period, apprentices are to receive not less than the minimum rate paid to journeymen of like ability.

The apprentice is expected to buy his own hand tools as he progresses, the purchase of same to begin upon completion of the probationary period.

Upon the satisfactory completion of the apprenticeship contract, the apprentice shall be granted a diploma by the Industrial Commission.

2. One apprentice may be employed to every fifteen (15) regular union members employed in the brewing departments. Apprentices shall not be under 18 or over 25 years of age when starting their apprenticeship. The hiring of an apprentice shall not cause any layoff or loss of time to any union members.

The apprenticeship shall be for two (2) years. The apprentices shall be changed to a different department of the brewing department every six (6) months. Apprentices must be retained after they finish their apprenticeship and shall be paid regular journeymen's wages.

Apprentices shall receive $36.00 per week for the first year and $37.20 per week for the second year. They shall work the same number of hours per day and per week as the journeymen and shall be paid at the rate of time and one-half time for overtime, Sunday, and holiday work.

Insurance and benefit plans

1. The Company agrees to pay for the insurance of all hourly rated employees as follows:

Up to 5 years of continuous service	$1,000 worth of insurance
5 to 10 years' continuous service	$1,500 worth of insurance
10 years' or more continuous service	$2,000 worth of insurance

The Company further agrees to pay hospitalization premiums that include the usual provisions and up to $20 per week benefits, depending upon the usual amount of benefits permissible under the plan, for all hourly rated employees.

2. Following the signing of the contract, the Company and the Union agree to endeavor to develop jointly a program of group insurance which will include benefits to the employees from life insurance, health insurance, hospitalization, and surgical treatment, the cost of which program shall be contributed to jointly.

Prior or existing benefits

1. Local rules or regulations covering working practices and working conditions of employees which have been established by custom or local agreement and were in effect April 8, 1942, shall not be changed during the life of this agreement without mutual consent. It is understood, however, that the Union, through its representatives, or committees, or in such manner as they may elect, may at any time discuss and negotiate with the Management of the Company for changes in said local rules or regulations covering working practices and working conditions of employees which have been established by custom or local agreement and were in effect prior to April 8, 1942, or subsequent thereto.

2. All privileges presently existing shall continue to be enjoyed by the employees.

Management Rights

Management prerogatives

1. The management of the Company and the direction of the working forces, including the right to hire, transfer, suspend, or discharge for any just and sufficient cause, and the right to relieve employees from duty because of lack of work or for other legitimate reasons, is vested in the

Company, provided that this right will not be used arbitrarily for the purpose of discrimination.

2. The Company shall exercise its right to employ, promote, demote, discipline, and discharge employees in the interest of good service and for the proper conduct of the business, subject to the terms and provisions of this agreement. Where an appeal through grievance procedure is upheld, the employee's status and pay shall be restored.

Rules and regulations

1. The Company rules, as set forth in Exhibit "C" attached hereto, are mutually adopted by the Company and its employees and it shall be the duty of both parties to see that the same are enforced.

2. The Company reserves the right to publish rules and regulations from time to time, as it may deem necessary and proper for the conduct of its business, provided that the same are not inconsistent with the terms of this Agreement.

Discharge

1. Causes for demotion or discharge: Any of the following shall constitute causes for demotion, discharge, or disciplinary lay-off, except that advocacy of the overthrow of the government by force and violence, or commission of, or conspiracy to commit, any act of sabotage, or to engage in any subversive activity, shall be an immediate cause of dismissal:

a. Failure to perform work in an efficient and workmanlike fashion.

b. Insubordination—failure to comply with Company rules which have been posted or which are common knowledge as generally attested by employees engaged in the same work or of which the employee has been directly notified orally or in writing; failure to comply with orders or instructions given by the proper supervisor.

c. Insobriety—drinking on the job or drinking off the job to the extent that it adversely affects the employee's attendance or the quality of his work.

d. Absence without authority and without satisfactory excuse.

e. Failure to coöperate willingly and cheerfully with supervisors and fellow employees in matters pertaining to the Company's operations, without a satisfactory excuse.

f. Dishonesty—regarding money, falsification of Company reports or records; failure to tell the truth in matters pertaining to Company operations or in matters relating to the employee's own absence from or performing on the job.

g. Unsatisfactory accident record; carelessness or negligence on the job which affects the safety of fellow workmen or which involves avoidable damage to property; unsafe, unlawful driving.

2. The Company will not discharge any employee except for good and substantial cause; however, when an employee is discharged, a copy of the return slip shall be given promptly to the Shop Steward. In the event any employee shall be discharged from his employment, from and after the date hereof, and believes he has been unjustly dealt with, such

dismissal shall constitute a case arising under the method of adjusting grievances herein provided. In the event it should be decided under the rules of the agreement that injustice has been dealt the employee with regard to dismissal, the Company shall reinstate such employee and pay full compensation at the employee's regular rate for the time lost. All such cases of dismissal shall be taken up in writing within five (5) days from the date of dismissal.

Whenever an employee is penalized by lay-off for violation of Company rules, a copy of the notice shall be given to the Shop Steward promptly.

3. The right of the Company to hire or discharge employees for cause is acknowledged. Insubordination, dishonesty, or neglect of duty shall be considered some of the reasons for dismissal.

Promotions and demotions

1. Whenever a vacancy for a higher classification or position becomes available, such matters shall be discussed between the Company and the Union committee before appointments are made permanent. However, final determination shall rest within the discretion of the Company.

2. Notice of vacancies in any classification above those with rate ranges of 71¢ to 75¢ for males and 54¢ to 60¢ for females, but not including supervisory positions, shall be posted on the Company's bulletin boards. Such posting of notices of vacancies shall not prejudice the right of management to fill the vacancies temporarily by the transfer of properly qualified workers from one department to another when conditions make it necessary. When the selection has been made, the Company will, prior to the posting of notice of such selection, advise the Chairman of Shop Stewards and the Steward in the department where the opening occurs as to the name of the applicant selected. If no protest is then registered, the name will be posted and the successful applicant notified. The Company reserves the right to reject all applications, if, in its opinion, no applicant is qualified for the opening. This shall not prejudice the right of a rejected applicant to avail himself of the provisions of the grievance procedure if he so desires.

3. Any employee temporarily occupying a position which carries a lower rate than his regular rate will receive his regular rate. Any employee, however, temporarily occupying a position which carries a higher rate than his regular rate will for such time as he occupies such position receive the higher rate.

Foremen

1. No foreman or salaried employee not regularly classed as a factory worker shall perform the regular work of hourly paid employees, except under such unusual and temporary conditions as may be deemed reasonable by the Company and Committee.

2. The Company agrees that no foreman or supervisory employee shall displace any production or maintenance employee or watchman at any

time; however, there shall be no other restrictions in relation to a foreman working with his hands.

Contracting work out

1. The Company will not contract with outside individuals or firms in order to avoid payment of agreed salary rates for regular Company work. The Company's management retains its right to determine the best course to follow with regard to expanding or contracting the regular working force. Nevertheless, the Company will enter into outside contracts for normal and routine work such as laying mains and services or installing or regulating gas appliances only when all employees engaged in such work are working full time and when the work contracted for is of such a nature that it cannot be postponed. In case lay-offs for lack of work occur in a line of work which is being performed under a contract, the Company agrees not to enter into any additional contract or contracts affecting that work, until all regular employees so laid off have been returned to work.

The Company will continue, as in the past, to employ architects and contractors, as occasion and fair outside business relations may require, for construction and building operations and for special maintenance projects not regularly a part of its activities in producing and distributing natural gas. The Company will not undertake to regulate the conditions of employment which may prevail under outside contracts or subcontracts covering such construction, building, or maintenance.

Seniority

1. Seniority by department shall be practiced with due regard to the ability of the employee to perform the particular job. Questions of ability shall be subject to grievance procedure.

Seniority shall terminate (1) upon a voluntary quit; (2) discharge for cause; (3) eighteen (18) months of unemployment (incapacitating illness shall not be counted); and (4) if the employee is notified to return to work by registered mail, addressed to him as his address appears on the records of the Company, and does not return after five (5) days, unless mutually agreed upon in writing by the bargaining committee and the Company.

It is agreed that there be a probationary period for new employees before such new employees are put upon the seniority list, and such probationary period shall extend for thirty (30) days.

2. It is understood and agreed that, in all cases of promotion and increase or decrease in forces the following factors shall be considered, and where factors (b) are relatively equal, length of continuous service shall govern:

a. Length of continuous service.

b. Knowledge, training, ability, skill, and efficiency.

c. It is further understood and agreed that in all cases of promotion of employees, including the promotion of employees to the leadingmen bracket, in which factors (b) would result in promotion of

employees with less continuous service than other employees in the same department, the Shop Steward shall be notified in advance of such promotion. In the absence of agreement the promotion may constitute a case arising under the method of adjusting grievances in Section 10. The Union agrees that during the life of this agreement it will not request the National Labor Relations Board to include leadingmen in the bargaining unit.

d. It is understood and agreed that the computation of continuous service shall be based on the United States Steel and Carnegie Pension Fund Rules for service continuity for all service up to and including December 31, 1941, which service shall be the total accumulated service as of that date and as provided under the Pension Fund Rules referred to above. Effective January 1, 1942, length of continuous service shall be calculated from that date or from subsequent date of hiring in accordance with the following provisions.

There shall be no deduction for any time lost which does not constitute a break in continuity of service. Continuous service is broken by (a) voluntarily quitting the service, (b) absence due to discharge, termination, suspension, or leave of absence, any of which continues for more than six (6) months, or (c) absence due either to layoff or to disability or both which continues for more than two years; provided, however, that employees injured while on duty shall accumulate credit for continuous service until the termination of the period for which statutory compensation is payable.

Employees transferred from one department to another at the request of the Company shall not waive seniority standing in previous department.

There shall be prepared as of April 1, 1942, departmental service lists on which shall be shown the name, serial number, occupation, total plant service, and departmental or craft service of each employee employed in the department. A master copy of these lists shall be maintained in the office of the Manager of Industrial Relations for the Company.

Said lists shall be kept current by indication thereon of all newly hired or transferred employees in the department and transfers, discharges, or resignations from the department. Such postings shall be made at quarterly intervals.

Such departmental service lists shall be kept in the office of the departmental foreman and shall be open to inspection by the officially designated Union Steward in the department or by the Grievance Committeeman at any reasonable time during working hours for the purpose of adjusting grievances involving seniority.

3. In increasing or decreasing the working force, seniority shall prevail based on the employee's original hiring date in the plant, provided the employee is willing and capable of performing the work available.

When the capability of the senior employee is disputed, a reasonable probationary period shall be granted when so requested by the Committee.

Any employee shall lose his or her seniority if:

a. He or she voluntarily quits.

b. He or she is discharged for just cause.

c. He or she fails to report for or notify the Company of his or her intention to return to work within five (5) days after being properly notified by registered letter or telegram of recall after a lay-off, a copy of which shall be handed to the Chairman of the Committee.

The Company shall furnish the Committee a seniority list, showing the original hiring date of all employees covered by this agreement, and make corrections to this list as they may occur. The Company shall make available to the Committee the hourly rates of all employees covered by this agreement.

Lay-off

1. All available work in a department or craft shall be divided equally amongst all the employees with one or more years' service in the department or craft so far as is practicable without impairing the proper and efficient operation of the plant; where equal division of work is impracticable, or when employees being rotated are losing more than one week in four, lay-offs shall be made by laying off employees in the craft or department in the reverse order to their seniority as defined in Section 5.

2. Division of overtime work: Insofar as is practicable without reducing the efficiency of the plant, all overtime work in each craft or classification shall be divided as equally as possible among the employees within that craft or classification.

Twenty-four (24) hours' notice shall be given an employee of intended lay-off, but any worker who accepts temporary employment after the date when the notice would become effective shall be paid only for the actual time worked after that date except employees who have less than four (4) weeks' service. Such notice shall be given each employee only at the end of his regular shift, and a copy shall be promptly forwarded to the Shop Steward.

3. Except when an emergency exists such as breakdown, shortage of materials, etc., the company shall, in the event of a lay-off, give seventy-two (72) hours' notice, excluding holidays and Sundays, and, if possible, one week's notice, to employees affected. The seventy-two (72) hours' notice shall be waived if employees are hired temporarily. Employees desiring to leave the employ of the company shall give the company at least seventy-two (72) hours' notice, excluding holidays and Sundays, and, if possible, one week's notice of such intention.

Day-to-Day Relations

Grievances

1. The Unions shall each have a grievance committee of three (3) members to handle grievances arising in their respective departments, and grievances and disputes shall be handled in the following manner:

a. Any employee who has a grievance shall report the same to the

foreman. When such grievance is reported to the foreman, a representative of the grievance committee shall be present.

b. If no satisfactory agreement is reached, then the grievance shall be referred to the Union Grievance Committee, who shall present such grievance in writing within forty-eight (48) working hours to the authorized representative of the management.

c. Then if no satisfactory agreement is reached within three (3) days, the grievance committee shall refer the same to the general manager of the Company or to such Company agent as is designated by the management.

d. Then if no satisfactory agreement is reached, the grievance committee may refer the grievance to the International Union Representative, who shall discuss the matter with the general manager of the Company.

e. If no satisfactory agreement is arrived at in conference between the general manager of the Company and the International Union Representative, the matter shall then be referred to arbitration in the following manner:

The Company shall select one representative and the Union involved shall select one representative. These two (2) so selected shall select a third disinterested party. In case of their failure to agree on such disinterested party the conciliation service of the Department of Labor of the United States shall appoint the third party.

This board of three (3) shall then convene and render a decision within ten (10) days, which decision shall be final and binding upon all parties to this agreement.

It is understood that in the event of any differences arising between the Company and its employees, either individually or collectively, there shall be no suspension of work, and an earnest effort shall be made to settle any grievances or differences immediately.

2. Grievances between the employees, the Association, and the Company shall be considered in the following order:

a. Between the aggrieved employee or employees and the foreman of their department.

b. Between the aggrieved employee or employees, the Department Committee, and the foreman of that department.

c. Between the aggrieved employee or employees, the Works Manager, the Department Committee, and the Personnel Manager.

d. Between the Company and the Negotiating Committee.

e. Between the Company, the Negotiating Committee, and a representative of the Association.

Strikes and lockouts

1. The Union will not cause or engage in or permit its members to cause or engage in, nor will any member of the Union take part in, any strike, sit-down, stay-in, slow-down, or sympathy strike in the plant of, or against, the Company, or any curtailment of the work or restriction of production or interference with production of the Company or with

Company work. The Company agrees that it will not cause a lockout of the employees during the term of this agreement, or require any speed-up not consistent with proper work standards, or willfully delay in the matter of acting on grievances or arbitrations.

Should differences arise between the Company and the Union or its members as to the meaning and application of any of the provisions of this agreement, or should any trouble of any kind arise in the operations of the business, there shall be no suspension of work on account of such differences, but an earnest effort shall be made to settle such differences in accordance with the terms and provisions of this agreement.

2. During the life of this Agreement there shall be no lockouts on the part of the Company nor suspension of work on the part of any employee, employees, or group of employees. This Agreement is a guaranty that there shall be neither strikes nor lockouts and that all disputes will be settled as hereinbefore provided.

There shall be no limit on, or curtailment of, production.

Amendments

1. This agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Such amendment shall be reduced to writing, state the effective date of the amendment, be executed in the same manner as is this agreement, and be approved by the International Office of the Union.

2. If either party elects to change any of the provisions of the Agreement, such party shall, on or before a date sixty (60) days prior to April 16 of any year, give written notice to the other party specifying the changes desired. Changes in the Agreement shall be limited to those outlined in writing, and all items of the agreement not specifically set forth in the written notice shall be regarded as automatically renewed. Negotiations shall begin within fifteen (15) days after receipt of such notice.

Unionization of competitors

1. In consideration of the provisions set forth in this contract, the Union agrees that it will make a reasonable effort to unionize the employees of the plants of the company's competitors. The Company shall furnish the Union with the names and addresses of its competitors.

Change of employers

1. This agreement shall be binding upon the successors and the signers of the parties hereto, and no provision shall be affected in any respect whatsoever by the consolidation, sale, or assignment of either party hereto.

Formal Provisions

Preamble and purpose of the agreement

1. This Agreement is entered into by the Company and the Unions for the purpose of mutual coöperation, individually and collectively, toward

the economic welfare of the Company and its Employees, economy of operation, safe working conditions, safeguarding and protection of property, and in general for the mutual interests of both the Company and the Unions in respect to the furtherance of harmonious and amicable relations between them.

2. That said parties, acting through their respective duly authorized representatives, and evidencing the desire of the parties hereto to promote and maintain harmonious relations between the Company and members of the Union, promise and agree as follows:

3. WHEREAS, the parties hereto desire to establish, maintain, and regulate the standards of hours of labor, rates of pay, and all other terms and conditions of employment, under which the employees of the Company shall work for the Company; and

WHEREAS, the parties hereto desire to establish, maintain, and regulate the mutual relations between the Company on the one hand and the employees and the Union on the other hand, with a view to securing and promoting harmonious coöperation between them so as to avoid industrial conflicts:

NOW THEREFORE, in consideration of the promises, covenants, undertakings, terms, and conditions herein contained and in consideration of other good and valuable considerations, it is hereby mutually agreed by and between the parties hereto as follows:

Life of the agreement

1. This agreement shall continue in full force and effect for a period of one (1) year from the date of the signing thereof, and from year to year thereafter, subject to termination or change by either party on any anniversary date upon thirty (30) days' written notice given prior to such anniversary date.

2. This agreement shall become effective on the date of its execution and shall continue in full force and effect until the . day of .... , and thereafter until terminated, modified, or amended as provided below.

Should either party desire to terminate, modify, or amend this agreement on . ... day of ..... . , or at any time thereafter, then thirty (30) days' prior notice in writing shall be given the other party.

Signatures

1. In Witness Whereof, the parties hereto have set their names, by their duly authorized officers and representatives, this . day of ..... .

2. In Witness Whereof, the parties have caused these presents to be executed by their duly authorized officers the day and year first above written.

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