
UNITED STATES DEPARTMENT OF LABOR

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Union Agreements in the Aluminum-Fabrication Industry



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Letter of Transmittal

UNITED STATES DEPARTMENT OF LABOR,
BUREAU OF LABOR STATISTICS,
Washington, D. C., December 24, 1943.

The SECRETARY OF LABOR:

I have the honor to transmit herewith a report on union agreements in the aluminum-fabrication industry. The report is based on an analysis of 20 employer-union agreements which were in effect in October 1943.

This bulletin, which appeared in the December 1943 Monthly Labor Review, was prepared by Grace Milgram, under the supervision of Florence Peterson and Constance Williams, of the Bureau's Industrial Relations Division.

A. F. HINRICH, *Acting Commissioner.*

HON. FRANCES PERKINS,
Secretary of Labor.

Contents

	Page
Development of collective bargaining.....	2
Provisions of agreements in effect October 1943.....	3
Union status.....	3
Wage provisions.....	5
Overtime, week-end, and holiday payments.....	7
Vacations.....	9
Seniority.....	9
Lay-offs and rehiring.....	11
Promotions.....	14
Military service.....	15
Leaves of absence.....	15
Health, safety, and welfare.....	16
Apprenticeships.....	16
Grievances.....	17
Strikes and lockouts.....	19

Union Agreements in the Aluminum-Fabrication Industry

THE aluminum-fabrication industry as covered in this report is composed of those establishments which normally manufacture aluminum kitchen, hospital, and household ware (except electrical appliances) and aluminum products such as plates, sheets, rods, tubing, pipe, wire, castings, bars, and airplane and engine parts. It does not include the mining of bauxite (the ore from which aluminum is obtained), the production of alumina from bauxite, the reduction of alumina to aluminum, nor the production of aluminum foil.¹ Aluminum-fabrication establishments are scattered throughout the country, but the major concentrations of employment are in Wisconsin (where a number of independent aluminum cooking-utensil plants are situated), Indiana, Illinois, Ohio, and Michigan; in Pennsylvania, New Jersey, and New York; in California, Arizona and Washington; and in Alabama and Tennessee.

This report discusses the provisions of 20 agreements which cover approximately 85 percent of the production workers in the industry.² Ninety percent of the workers covered by these agreements work under the terms of nine agreements signed by the three major companies manufacturing aluminum products—the Aluminum Co. of America, which employs a large majority of the workers, the Bohn Aluminum & Brass Corporation, and the Reynolds Metals Co., including its subsidiary, the Reynolds Alloys Co. The aluminum-fabrication plants covered by each of the agreements with the three major companies and the union with which the agreements have been signed are shown in the table following.

Most of the 20 agreements discussed in this report are in effect currently (October 1943); a few have expired during recent months and are at present subject to renegotiation. Almost all the agreements were negotiated for initial periods of 1 year or 18 months, to extend indefinitely thereafter until 30 days' notice of intention to amend is given by either party. Two permit changes only on 30

¹ The industry definitions used here correspond to those for the 1939 Census of Manufactures classifications: "Aluminum ware, kitchen, hospital, and household (except electrical appliances)" and "aluminum products (including rolling and drawing and extruding), not elsewhere classified." A considerable number of establishments, particularly within the branch of the industry which produces kitchen and household ware, are now producing wartime rather than their customary peacetime products. They are, however, considered part of the industry for purposes of this study. Plants which were manufacturing other products in 1939 but have now converted to the production of aluminum products are excluded from this study.

² Some of these agreements also cover other plants which are not in the aluminum-fabrication industry, but employment in these plants has not been included in estimating the proportion of workers under agreement. Agreements covering only groups of craft workers also have not been included in the discussion. The agreements which the Aluminum Co. of America has signed with five unions in its various plants follow a standard form with almost identical terms. However, they do not include provisions on certain matters, and these particular items have been negotiated by the management and union at each separate plant. Since copies of these supplementary agreements are not on file with the Bureau of Labor Statistics, their provisions are not discussed in this report.

days' notice at the time of expiration or annually thereafter. Only one is automatically extended for the duration of the war.

Plants Covered by Agreements between Three Major Aluminum-Fabricating Companies and Specified Unions

Company	Union	Location
Aluminum Co. of America..	Aluminum Workers of America (C. I. O.).	New Kensington, Pa.; ¹ Alcoa, Tenn.; Detroit, Mich.; Edgewater, N. J.; Bridgeport and Fairfield, Conn.; Newark, Ohio; Cressona, Pa.; and Trentwood, Wash.
	Aluminum Council (A. F. of L.).. Mine, Mill and Smelter Workers (C. I. O.).	Massena, N. Y.; ² La Fayette, Ind. Cleveland, Ohio.
do.....	Garwood, N. J.
	United Automobile Workers (C. I. O.).	Vernon, Calif.
	United Mine Workers, District 50 (Ind.).	Buffalo, N. Y.
Bohn Aluminum & Brass Corporation.	United Automobile Workers (C. I. O.).	Detroit, Mich.
Reynolds Metals Co.	Aluminum Council (A. F. of L.)..	Louisville, Ky. ³
Reynolds Alloys Co.do.....	Listerhill, Ala.

¹ This agreement also covers plants at Badin (N. C.), Bauxite (Ark.), Drury (Ark.), Hurricane Creek (Ark.), Jones Mill (Ark.), Mead (Wash.), and Troutdale (Oreg.), which are not engaged in aluminum fabrication.

² This agreement also covers plants at East St. Louis (Ill.), Mobile (Ala.), Baton Rouge (La.), Maspeh (N. Y.), and Burlington (N. J.), which are not engaged in aluminum fabrication.

³ This agreement also covers plants in New York City and Glendale (N. Y.), Richmond (Va.), Harrison (N. J.), Chicago (Ill.), and St. Louis (Mo.), which are not engaged in aluminum fabrication.

Development of Collective Bargaining

Approximately 90 percent of the workers within the aluminum industry are working under agreements with various international unions.³ Almost half of the organized workers are covered by agreements with the Aluminum Workers of America (C. I. O.), and approximately a fifth with the National Council of Aluminum Workers (A. F. of L.). The United Automobile Workers (C. I. O.) and the Mine, Mill and Smelter Workers (C. I. O.)⁴ each represent about a sixth of the workers in the industry. In addition, District 50 of the United Mine Workers (independent), the International Association of Machinists (A. F. of L.) and the Molders and Foundry Workers (A. F. of L.) represent some of the workers.

The first national organization of aluminum workers was formed in 1934 when several federal labor unions, affiliated directly with the American Federation of Labor, united into the National Council of Aluminum Workers. A strike conducted by the council in that year against the Aluminum Co. of America was settled when the company issued a unilateral statement of an "agreement" to the effect that it was willing to meet with "any of its employees or representatives of any of its employees" to discuss wages, hours, and working conditions; but that "no contract or agreement shall be entered into between the company and any employee or group of employees or their representative or representatives that will, in any way, conflict with, or supersede, this understanding."

Two years later the Aluminum Co. of America signed its first bilateral agreement with the Aluminum Council, covering six plants, of which four—those at New Kensington and Logan's Ferry, Pa.,

³ Organizations covering employees of single plants are not included in this study.

⁴ The National Association of Die Casting Workers (C. I. O.), which holds bargaining rights in some aluminum plants, affiliated with the Mine, Mill and Smelter Workers in 1942.

Massena, N. Y., and Alcoa, Tenn.—are in the aluminum-fabrication industry. This agreement granted bargaining rights to the union, for its members only.

In 1937, several of the locals left the council to organize the Aluminum Workers of America (C. I. O.). Subsequent to the elections conducted by the National Labor Relations Board, the Aluminum Co. of America and the Aluminum Workers signed an agreement (1939) covering four plants, a fifth plant being added in 1940. These were situated at New Kensington and Logan's Ferry, Pa., Alcoa, Tenn., Detroit, Mich., and Edgewater, N. J. The A. F. of L. council maintained its bargaining rights at the Massena (N. Y.) plant. The National Association of Die Casting Workers (C. I. O.) won recognition about the same time in the Garwood (N. J.) plant and later in Cleveland. During the next few years, bargaining rights were won at additional Aluminum Co. plants by both the Aluminum Workers and the Aluminum Council. District 50 of the United Mine Workers gained recognition in Buffalo and the United Automobile Workers (C. I. O.) in Vernon, Calif.

In the meantime the Bohn Aluminum & Brass Corporation signed an agreement in 1937 with the United Automobile Workers (C. I. O.). Later, the Reynolds Metals Co. and Reynolds Alloys Co. signed agreements with the Aluminum Council and, for maintenance workers, with several American Federation of Labor craft unions.

Provisions of Agreements in Effect October 1943

UNION STATUS

Types of recognition.—A degree of union recognition beyond the grant of sole bargaining rights for all covered employees is provided in the 9 agreements with the major aluminum companies. All of the agreements of the Aluminum Co. of America contain a maintenance-of-membership clause, providing that all employees who are or who become members of the union must remain members for the duration of the agreement. Maintenance of membership in these agreements, except those of the Aluminum Council and of the Mine, Mill and Smelter Workers at Cleveland, resulted from a War Labor Board order of August 18, 1942, which provided the customary 15-day "escape" period during which employees could resign from the union. At that time, the Board refused to award maintenance of membership to the union in the Cleveland plant because of "the unsatisfactory relations of the company and the union." However, on July 9, 1943, the Board ordered the standard membership-maintenance clause incorporated in the agreement covering this plant. The Aluminum Council was not party to the case before the Board and negotiated a membership-maintenance provision as a supplement to an existing agreement, which took effect in December 1942.

The agreements which cover the Bohn Aluminum & Brass Corporation and the Reynolds Alloys and Reynolds Metals Companies establish union shops, under which the company may hire anyone it chooses, but all workers must join the union within a specified time and remain members in good standing, in order to keep their employment. At the Bohn plants new employees must join the union "10 days after they shall have acquired seniority," seniority being acquired

after a probationary period of 30 days. At the Reynolds plants, they must join within 30 days after being hired.

Of the workers covered by the other 11 agreements, approximately half, working under 3 agreements, are employed in accordance with maintenance-of-membership provisions similar to those covering the Aluminum Co. of America. One of these agreements establishes machinery by which a member "who feels that the union has done him or her an injustice" can appeal to a joint union-company committee and from there to an impartial umpire for permission to withdraw from membership. In 4 of the 11 agreements covering the smaller plants, provisions are made for union- or closed-shop conditions. The 4 remaining agreements grant sole bargaining rights only, allow the union to bargain for members only, or do not contain a formal recognition clause. In two of these cases the union has never exercised its right to ask for an election by the National Labor Relations Board, but in practice, the union exercises sole bargaining rights.

Coverage.—In all the Aluminum Co. agreements, bargaining rights are granted only for those workers who are part of the bargaining unit as established by the National Labor Relations Board in each plant. The Bohn agreement specifically excludes from membership in the union, and presumably from the bargaining unit, "direct representatives of management," including executives, superintendents, foremen, assistant foremen, etc. The Reynolds agreements cover workers paid by the hour and such salaried employees as are eligible for membership in the unions signing the agreement. The Reynolds Metals agreement provides further that disputes over the question of which salaried workers are covered shall be decided in accordance with the regular grievance procedure. The smaller companies commonly exclude supervisory and administrative workers from the bargaining unit. In a few cases, watchmen and clerical workers are specifically excluded. One agreement also specifically excludes laboratory workers.

Activities affecting union status.—The Aluminum Co. and Bohn agreements and the agreements of five of the smaller companies contain clauses specifically prohibiting company discrimination against any employee because of membership, and in some instances non-membership, in the union. The former agreements and two of the latter also forbid the union to "coerce" employees into membership. Four agreements, including that of the Bohn Corporation, forbid such union activity as solicitation of membership or collection of dues on company time; only one contains a prohibition against such activity on company property. The agreements of the Aluminum Co. (except the one with the Aluminum Council) and of the Reynolds Companies and the agreement of one smaller company make provision for posting union notices in the plants either on general company bulletin boards or on special boards used by the union only.

Check-off.—Most of the agreements make no provision for the deduction of union dues by the company. Of the three major companies, only the Reynolds agreements provide for a check-off of dues from wages. Under their terms, the company deducts the dues and initiation fees of those employees who individually authorize such deductions in writing. The company remits these deductions to the union, "less 2 percent, to be retained by the company to cover clerical handling expenses."

Four of the smaller companies also provide for a check-off, two on authorization by individual employees and two automatically for all employees. In three of these agreements, the check-off is coupled with either a union or a closed shop. In the fourth, provision for a voluntary check-off is made in an agreement which does not contain a formal recognition clause.

WAGE PROVISIONS

Of the larger companies, only the Reynolds Metals Co. agreement specifies wage rates, and it provides for hourly rates only. None of the agreements of the other large companies contains any indication of whether time or incentive rates prevail. In addition to minimum rates of 62 cents per hour for men and 57 cents per hour for women, the Reynolds Metals agreement provides a regular schedule of increases over periods ranging from 3 to 30 months for specified jobs, rising in the lowest group to a maximum of 66 cents and in the highest group to 93 cents.

Most of the smaller agreements refer to hourly rates of pay, and four mention both time and piece rates. Five specify minimum hourly rates only, while one contains an occupational listing in which "laborers" and "learners" receive the lowest rate. One agreement establishes minimum rates of 80 cents per hour for men and 64 cents for women, but allows hiring rates 20 cents below these amounts and requires 1 year of service to receive the minima. Another provides a 65-cent minimum for men and a 50-cent minimum for women, specifying no separate hiring rates. The other three agreements provide general plant minima ranging from 50 cents, without separate hiring rates, to 60 cents after 60 days.

Equal pay for women.—Five of the 20 agreements specifically refer to rates for women. The agreement of the Reynolds Metals Co. and a supplementary agreement signed by the Aluminum Co. of America with the Aluminum Workers, provide equal rates to women who perform "substantially the same work" as men. Both companies normally distinguish between men's and women's occupations, the latter having lower rates. Three other agreements—one establishing lower minimum rates for women than for men and two not specifying any rates—also provide that women shall be paid equal rates with men when they do "substantially the same work."

Wage adjustments.—The agreements of the Aluminum Co. of America are somewhat unusual in stating that "the company is willing at all times to discuss and negotiate any matter pertaining to wages, hours, and working conditions * * * with the object of reaching a satisfactory understanding." This clause allows not only union participation in adjusting individual rates, but also the negotiation of new wage levels during the term of the agreement.

The Bohn agreement permits the union to participate in setting new wage rates in case of alteration in methods of production, but forbids changes in general wage levels "except by legislative or Executive order." The Reynolds Metals agreement provides for a job survey and reclassification by three experts—one each appointed by the company, the union, and the National War Labor Board. Although it specifies that there shall be no reduction in the rates of pay now received by any employee, "it is mutually agreed that wherever the evaluated rate of a job or jobs falls below the current rate, the

employee or employees performing work on such job or jobs shall be transferred as soon as possible to other jobs of at least equal compensation to the rate they are now receiving." The Reynolds Alloys agreement contains no provision for adjusting rates.

Five of the smaller agreements provide for union participation in setting individual rates or permit adjustment of such rates through the grievance machinery, four permit adjustments in the general wage scales during the term of the agreement, and two agreements provide for both. Three of the agreements permit discussion of general wage changes at the request of either party, in one case not until 5 months after the effective date of the agreement. One of the agreements provides for an automatic increase of 5 percent for each increase of 5 percent in the cost of living as shown by the Bureau of Labor Statistics index for the city in which the plant is situated, unless such adjustment is prohibited by Federal regulations.⁶ The company, however, may ask for negotiations on the question if it feels that the increased wage rates jeopardize its financial position.

Minimum call and call-back pay.—All the major agreements require minimum payment to workers who are called to work or report for work at the usual time and find no work available. Two hours' work or 2 hours' pay at regular rates when work is not available is guaranteed by the agreements of the Aluminum Co., except in case of labor disputes, and by the Bohn agreement. The Reynolds Metals agreement provides a guaranty of 4 hours' pay if no work is done, or 8 hours' pay if the employee works part of the day, except "in cases of emergency break-down or causes beyond the control of the company." The Reynolds Alloys agreement requires the company to furnish a minimum of 4 hours' work at regular rates to any employee called to work, except in break-downs or other causes beyond the company's control; if an employee does not complete his shift and then is called back to complete his shift, he must be paid for the total elapsed time.

Seven other agreements also grant minimum call pay, four guaranteeing a minimum of 2 hours' pay, one of 1 hour's pay, and one of 4 hours' pay. Another grants either 2 hours' pay or 4 hours' work, at the company's option.

Intraplant transfer rates.—All agreements of the major companies provide for temporary transfers of employees from their regular jobs and for payment of the higher rate to all workers transferred to higher-rated jobs. In the Aluminum Co. agreements, an employee temporarily transferred to a lower-rated job is to receive his regular rate of pay if his regular job is available during any part of the shift, but if his regular job is not available he is to be paid at the lower rate. The Bohn agreement provides that the employee shall receive the "prevailing rate" of the job to which he is transferred. Under the Reynolds agreements an employee may refuse to accept transfer to a lower-rated job. If he agrees to the transfer in order to avoid being laid off he receives the lower rate, but if the transfer is made at the company's request he is to receive his regular rate.

About half of the agreements covering smaller companies contain no clauses regulating transfers to other jobs. Those which do have such clauses provide that the employee shall receive the higher rate

⁶ The National War Labor Board has prohibited such automatic increases unless they remain within the 15-percent limit established by the "Little Steel" formula and within the maximum rate of the established wage bracket.

when transferring to a higher-rated job, except that in one agreement the increase is granted only if it is a permanent transfer and in another the higher rate is paid only to an employee who remains on the job more than 5 days. These last two agreements contain the same provision in the case of transfers to lower-rated jobs; that is, in one case the employee is paid at his regular rate when temporarily transferred but at the lower rate if permanently transferred, and in the other, the lower rate is paid if the employee works at the job more than 5 days. Under the other agreements, in general, the employee is paid at his regular rate, with certain qualifications, when transferred to lower-rated jobs. One agreement resembles the Reynolds agreements, providing that an employee transferred at the company's request shall receive his regular rate. Another is similar to the Aluminum Co. agreements, granting the employee his regular pay if work was available on his regular job.

Shift differentials.—All the major companies which refer to shift work pay a shift differential to workers on both the second and third shifts. The Aluminum Co. of America has paid a shift bonus for several years in some of its plants. In February 1942 the War Labor Board directed payment of a premium of 3 cents per hour to the second shift and 5 cents per hour to the third in the New Kensington plant. In August, another WLB order extended this arrangement to other plants under agreement with the three C. I. O. unions and District 50.⁷ By supplemental agreement, the same differential was later granted in plants under agreement with the Aluminum Council.

The Reynolds Metals agreement provides the same shift differentials as the Aluminum Co. of America. The War Labor Board denied a request for payment of a shift differential at the Reynolds Alloys plant, in an order of February 3, 1943. The Bohn agreement does not differentiate between workers on the second and third shifts, providing for payment of a premium of 5 cents per hour to both.

No reference is made to shift work in five agreements covering the smaller companies. Three which mention shifts provide no bonus for night work; in one of these cases a union request for payment of a shift differential was denied by the WLB. Three of the 11 agreements of the smaller companies provide for shift differentials, one of 5 cents per hour for all night work, another of 5 cents for work on the second shift and 10 cents for work on the third, and the third a differential of 5 percent to all workers on the second and third shifts, except machinists, tool and die makers, and apprentices, who receive 10 percent.

OVERTIME, WEEK-END, AND HOLIDAY PAYMENTS

Overtime.—All the agreements provide premium rates for overtime work after 8 hours in a day or 40 in a week; for the larger companies and nine of the smaller companies the rate is time and a half. One of the agreements covering a small company permits 70 hours of overtime work (on Saturday mornings only) in each 6-month period, at straight rates, but otherwise it establishes the prevailing premium

⁷ The War Labor Board's second order, which affected both smelting and fabricating plants directed payment of the differential only to workers engaged on noncontinuous-process operations. However, only a negligible number of workers are employed on continuous-process operations in the fabrication of aluminum products. A supplemental agreement between the Aluminum Workers of America and the Aluminum Co. requires payment of the shift bonus to all workers. The company has reported to the Bureau that the same bonus is paid in all its plants.

rate. Another provides for payment of time and a half for the first 4 hours of overtime and double time thereafter.

Saturday and Sunday rates.—Although many of the agreements provide for payment of premium rates for Saturday and Sunday work, these terms have been superseded by Executive Order No. 9240.⁸ The Aluminum Co. of America agreements provide for time and a half for Sunday work, except “continuous-process operations and employees as are now excepted or hereafter, by mutual agreement, may be excepted.” No provision is made for premium payments for work on Saturday, although most workers probably receive higher rates for Saturday work in accordance with the agreement establishing payment of time and a half for work over 40 hours in 1 week.

The Bohn and Reynolds Metals agreements establish payment, in normal times, of time and a half for Saturday work and double time for Sunday work. The Reynolds Alloys agreement contains no provision for normal premium rates, specifying only that payment for work on the sixth and seventh days shall be in accordance with Executive Order No. 9240. The Bohn, Reynolds Metals, and two Aluminum Co. agreements have been specifically modified to conform with the Executive order.

All agreements covering the smaller companies provide for payment of premium rates on either Sunday or the seventh day worked, although more than half do not establish premium rates for work on either Saturday or the sixth day of work. Two agreements provide for time and a half on Saturday and double time on Sunday, one for time and a half on either Saturday or the sixth day and double time on either Sunday or the seventh day, depending upon the department. Four of the remaining agreements provide for time and a half for Sunday work and three provide for double time.

Holiday rates.—None of the aluminum agreements grants pay for holidays if no work is performed, but all make some provision for premium rates for work done on specified holidays. The terms of these agreements have been superseded by Executive Order No. 9240 when they provide for payment of more than time and a half on other than 6 holidays.

The Aluminum Co. agreements provide for payment of a holiday premium on 6 days to the same workers who receive premium payments for Sunday work. Workers in the Bohn and Reynolds Metals plants in normal times are paid double time for work on 6 and 8 holidays, respectively. As in the case of premium payments for work on the sixth and seventh day, the terms of the Reynolds Alloys agreement conforms to Executive Order No. 9240. Those agreements which have been modified to conform with that order, as regards payment of premium rates for week-end work, have also been amended to conform with its terms for payment for holiday work.

Seven of the small companies' agreements require payment of double time on holidays and four specify a premium rate of time and a half. Most of the agreements establish 6 holidays, although three specify 7 and two specify 5 days on which holiday rates shall be paid.

⁸ Agreement provisions regulating pay for week-end and holiday work have been superseded by Executive Order No. 9240 “on all work relating to the prosecution of the war.” The order prohibits premium pay for Saturday and Sunday work as such, and makes the payment of double time for the seventh consecutive day of a regularly scheduled workweek mandatory. Payment of a premium rate on the sixth day is permitted if it has been paid previously either on the sixth day or on Saturday. Compensation at the rate of time and a half is required for all work performed on 6 specified holidays.

VACATIONS

Either a vacation with pay or a vacation bonus is provided in the agreements covering all the large companies and all but three of the smaller companies.

The Aluminum Co. agreements covering all plants except Massena and La Fayette provide that vacations shall be granted in accordance with the "company plan." The agreement for the Massena and La Fayette plants grants 1 week's vacation to employees with 2 to 5 years' service, and 2 weeks' vacation to employees with 5 or more years' service and states that further provisions shall be in accordance with the company plan. The company vacation plan establishes the same vacation rights, qualifying them, however, by requiring that the employee shall have worked 1,200 or more hours in the preceding year. It permits either the individual employee or the company to decide whether a vacation shall be granted or a bonus paid in lieu of a vacation.

The Reynolds agreements grant vacations to all workers who have been employed for a year or more, ranging from 1 day for every 320 hours worked during the year to a maximum of 1 week if 1,600 hours have been worked. A bonus may be paid instead of a vacation, if it is "found to be impractical" to permit an employee to take time from work. The Bohn agreement stipulates that an employee with 1 year of service shall be paid a vacation bonus of 2½ percent of the total wages he has earned during the year, and provides that "when employees deserve time off for vacation purposes" the period in which the time shall be granted shall be determined by the company and union.

All of the smaller agreements which contain vacation provisions allow vacations of 1 week after employment periods ranging from 6 months to 3 years. Four of the agreements grant shorter vacations for shorter periods of employment. One agreement which grants 40 hours' pay for 1 week's vacation to employees with less than 3 years' service, gives 50 hours' pay for a vacation of the same length to those employed more than 3 years. Three of the agreements permit payment of a bonus in lieu of vacation, two at the employee's option and one at the company's request.

SENIORITY

All the agreements provide seniority rules under which employees with longer service receive certain advantages; these consist most generally in preference in lay-offs and rehiring and less frequently in preference in promotion, choice of vacation time, and shift assignments.

The Aluminum Co. agreements establish three types of seniority, each being applied for a different purpose. "Departmental" seniority is the length of service within a department, exclusive of time lost because of lay-offs of more than 1 week, leaves of absence in excess of 21 days, etc. "Continuous-service" seniority is the sum of all departmental seniorities. "Company" seniority includes all time from the beginning of the "present continuous service," and includes periods of lay-off and other absences which are not included in departmental and continuous-service seniority.

In the Reynolds plants, seniority is acquired only within a department. The Bohn agreement provides that "straight plant seniority will be continued in effect in the separate plants, based on type of

work, classification, and length of service with the company, except * * * in plants 2 and 3 departmental seniority shall prevail and in the tool rooms of the various plants departmental seniority shall prevail." About two-thirds of the agreements of the smaller companies provide for seniority by department and one-third on a plant basis, with one plant establishing both plant and departmental seniority.

In most of the major agreements a probationary period is required before seniority becomes effective. Under agreements of the Aluminum Co. of America, an employee must have worked 90 days to acquire seniority rights; under the Reynolds Metals agreement, 30 days; and under the Bohn agreement, 30 days, to be accumulated during 6 months by new employees and during 1 year by old employees who are transferred to another plant. Only five of the agreements of the smaller companies require employees, before acquiring seniority rights, to complete probationary periods ranging from 30 days' to 6 months' employment accumulated within 18 months.

Seniority for union officials.—Many unions prefer to have their shop committeemen placed at the head of the seniority list, but this practice is not common in the aluminum-fabrication industry. Of the larger companies, only the Bohn agreement provides special seniority arrangements for union officials; the plant chairman and chief shop steward to outrank all those "under his or her jurisdiction," and the other union officials, such as the president, vice president, sergeant-at-arms, etc., to outrank all employees in their own departments except the plant chairman and chief shop steward. Six of the smaller companies' agreements also place union officials or shop committeemen at the head of the seniority list; one of these agreements provides that they shall be the last discharged, provided efficient operation is not affected; and another makes their continuance at work conditional upon the availability of work which they can do.

Seniority for other special groups.—Agreements of both the Aluminum Co. of America and the Reynolds Metals Co. make special provisions for certain skilled employees. The Aluminum Co. agreements exempt from seniority an employee who, because of special training or ability, is necessary to the efficient operation of the plant. Such an employee may be hired, retained, transferred, or rehired after a lay-off, regardless of any provisions of the agreement, provided that he is placed on a job using his special ability and that the management will, "if time permits," first discuss its action with union representatives in the department involved. No limit is placed on the number of such employees.

The Reynolds Metals agreement provides that no more than 2 percent of the total plant personnel "may be employed and retained without consideration to seniority," to be trained for supervisory positions. One percent of the employees are to be chosen from among workers in the plant and 1 percent may be selected from outside the plant. Such employees may perform all work done by the employees covered by the agreement. However, in the event of a lay-off in any department, they may not be used to displace a regular employee doing the same type of work but shall instead be transferred to another department in which work is available.

Special consideration is accorded to employees of the Reynolds Metals Co. and of five of the smaller companies when they are unable to perform heavy work after having given "long and faithful service."

Preference is to be shown to them by employment on light work which they are able to do. Two of these agreements make the same provisions for employees who are incapacitated by injury received during employment.

Loss of seniority.—Most agreements provide for retention of seniority during lay-offs, generally for certain specified periods. The Aluminum Co. agreements provide for permanent retention of all types of seniority, provided the employee reports, at least once in every 12 months, his address and his willingness to return to his regular job. Departmental and continuous-service seniority accumulate, however, only during lay-offs of less than 1 week's duration. The Reynolds Metals and Alloys agreements do not specify the duration of a lay-off during which seniority shall be maintained, although the Reynolds Metals agreement limits accumulation of seniority to not over 90 days during any one lay-off. The Bohn agreement provides for permanent retention of seniority for employees on the seniority list January 1, 1942, provided that the laid-off employee registers quarterly. Workers hired after January 1, 1942, presumably as a result of expansion caused by war production, maintain seniority rights only during lay-offs of not more than 12 months' duration.

Of the smaller-company agreements, only three state definitely the period during which seniority is maintained; two provide that it shall be lost after 24 months and one after 1 year. One other agreement provides that lay-off "shall not affect an employee's seniority" and another specifies that it shall not be affected by "temporary" lay-off.

Most of the agreements establish time limits within which the worker must report when recalled after a lay-off; these range in length from 24 hours to 5 days. In some cases, including the Aluminum Co., a worker who fails to report on the first call is replaced on the list and recalled on the next opportunity, if he makes such a request (which the Aluminum Co. agreements require to be made within 10 days). In other cases he may be recalled after presentation of an adequate excuse for not having reported. One agreement, by War Labor Board order, provides that an employee shall not lose seniority if he does not report when recalled, if he is employed on defense work and the company cannot guarantee at least 8 weeks' continuous employment.

Most of the agreements, including all of the larger companies, specifically state that seniority shall end with discharge or quitting; this is probably taken for granted under the other agreements. Various other causes of loss of seniority are contained in some of the agreements, such as being absent from work for a specified number of days without permission or without reporting that sickness or accident is the cause, overstaying a leave of absence, working during a leave of absence, reporting to work while intoxicated, violation of company rules, etc. Although most of the agreements contain one or more of these additional causes for loss of seniority, no one of the causes is found in a majority of the agreements, and a few of the agreements make no provision whatever for loss of seniority.

LAY-OFFS AND REHIRING

All agreements, except those of the Aluminum Co. and one of the smaller companies, provide that the order of lay-offs and rehirings

shall be based solely on seniority status. The Aluminum Co. agreements provide that in determining the workers to be laid off in a reduction of forces or rehired after a lay-off, company seniority shall govern unless there is "sufficient difference in ability" to outweigh seniority. All of these agreements, except those of the Aluminum Council and of the United Automobile Workers, provide further that if neither seniority nor ability predominate, consideration shall be given to family status and residence within the community. The Aluminum Council agreement for the Massena and La Fayette plants does not specify the particular additional factors to be considered, but states merely that "when advisable" consideration shall be given to "other factors" in addition to seniority and ability. One of the smaller-company agreements states that family status shall be considered if seniority and ability are equal.

In a reduction of forces at the Aluminum Co. of America plants, which result in demotion rather than lay-off, either departmental or company seniority shall govern as decided by prior agreement of the local management and union. However, if the reduction causes a lay-off, company seniority is the decisive factor. All the agreements state further than an employee with more than 5 years' continuous service, who is to be laid off, may transfer to another department in the same or in another plant in the community and displace the employee with least seniority, provided the latter has less than 1 year's continuous service. All except the Aluminum Council agreement provide further that an employee with more than 10 years' service may in the same manner displace another employee with 2 years' service. Under these provisions an employee will be placed in a job in the lowest classification in the department to which he transfers, regardless of the job held by the employee he is displacing. He must, of course, have the ability to do the required work. In a restoration of forces, employees are to be returned to their regular department "if practicable" and given their former departmental seniority. An employee who refuses to return loses his seniority in his regular department.

In a permanent displacement caused by "major improvement, a major change in process, or the permanent elimination of an entire operation unit," all the Aluminum Co. agreements give additional protection to an employee with more than 5 years' continuous service; under such circumstances he may replace an employee with 4 years' service. For promotion purposes, the employee transferred because of technological change is given the departmental seniority of the employee he has displaced.

All the agreements, except those with the Aluminum Council, provide that a person who has been laid off, and has maintained his company and continuous-service seniority by reporting for work annually, shall be given preference for work in other departments and in other plants in the same community and, if work is not available "within a reasonable time," in other plants in other communities covered by the same agreement.

In the Bohn Corporation, in all except the tool rooms and two plants, employees are laid off in order of plant seniority, an employee in one department replacing an employee in another department with less seniority. However, such a transfer does not occur if the lay-off is to be of 2 days or less, "unless a different period of time is mutually agreed upon by the company and the plant bargaining committee."

In the tool rooms and the two plants, departmental seniority controls the order of lay-offs.

The Reynolds agreements merely state that departmental seniority shall govern in lay-offs, but no detailed regulations for applying this policy are established. In the agreement for the small company which establishes both plant and departmental seniority, the latter is used for lay-offs under 2 weeks and plant seniority for lay-offs of over 2 consecutive weeks.

Notice of lay-offs and rehiring.—In the Aluminum Co. of America, notice of reduction of forces and a list of names of employees to be laid off are posted 2 days before the reduction takes effect, “unless cancelations of orders, changes in customers’ requirements, break-down, accidents, or other emergency makes such notice impossible.” The list is to be given the union concerned, upon request, and grievances arising from the reduction must be presented within 2 days of the notice, if possible. Further rules consistent with the provisions in these agreements may be negotiated by the local management and union.

The Bohn agreement requires that notice of employees to be laid off or rehired shall be given to the chief steward and “sufficient time allowed” so that he can check their seniority standing. The Reynolds Metals agreement requires the company to give the individual employee notice of 2 working days “except in emergency cases,” the question of emergency being decided by the departmental foreman and shop steward. The Reynolds Alloys agreement makes no provision for giving notice in regard to lay-offs.

Both the Aluminum Co. and Reynolds Metals agreements require the company to give 48 hours’ notice of restoration of forces in calling an employee back to work after a lay-off, while the Bohn and Reynolds Alloys agreements do not specify the length of advance notice for rehiring. None of the smaller companies is required by its agreement to give formal advance notice of a lay-off. Only three of their agreements specify the period during which an employee must report to work when recalled after a lay-off, 48 hours in one and 3 days in two.

Work sharing.—Of the largest companies, only the Aluminum Co. agreements call for some degree of work sharing during slack periods. These provide that employees within any department or other “proper unit” with more than 1 year’s continuous service shall not have their workweek reduced for “any continued period” until employees with less than 1 year’s seniority have been laid off. Thereafter, work is to be distributed “as equally as possible.” If such distribution “probably” would result in employees’ working less than 4 days per week, “averaged over a reasonable period of time,” further lay-offs are to be made according to the above-described procedure, until the remaining employees “will have a reasonable expectancy of averaging at least 4 days’ work per week.”

Three of the agreements of the smaller companies also provide for work sharing; in two cases, until employees work not less than 24 hours per week, and in the third case, not less than 30 hours. One of these agreements requires that if regular employees continue working only 3 days a week for “an unreasonable period of time in the opinion of the majority of the employees affected,” the company representatives shall explain the probable duration of the work shortage and the “employees affected” shall decide by majority vote the “division of time or reduction of forces to be effected.” Under the other two

agreements before work sharing becomes operative, employees with seniority ranging from less than 9 months to less than 18 months are laid off.

One of the agreements covering a smaller company prohibits work sharing by providing that employees with less than 6 months' seniority be laid off first and other employees thereafter according to seniority, so as to provide a 5-day week.

PROMOTIONS

Both the Aluminum Co. and Reynolds Alloys agreements provide for promotions in accordance with seniority, provided the employee has "sufficient ability" to do the work. The Aluminum Co. agreements provide that in filling new jobs or vacancies, the job is to be posted and consideration is to be given in order of departmental seniority to workers who apply and who are in the "same general classification" in the same department, and (except under the Aluminum Council agreement which refers only to departmental seniority) next, to workers in the same classification in other departments in the same plant or in other plants in the same community, or to those who have been transferred, demoted, or laid off because of a reduction of forces in the department. Thereafter consideration is to be given to employees in the next lower classification in the same department.

In practice, under this procedure, lines of progression from job to job have been established within departments, with possibly several lines of progression in each department and with each job preparing the employee for the next higher job on the line. In this way training periods are shortened. The statement in the agreement that consideration for promotion will be given to workers in the "same general classification" has been interpreted to mean that consideration will be given to the worker with the highest seniority (either company or departmental, depending on the plant) in the next lower classification in the line of progression, who applies for the job after it has been posted. In accordance with this interpretation, employees can change from one line of progression to another only within the same department and only by going to the bottom of the new line of progression. The employee with the greatest seniority if he "so deserves" is to be "given a trial unless he does not have sufficient ability to fill such new job or vacancy." If he is passed over, the job is not to be permanently filled until after the employee has had his case "fully considered," provided it is presented within 5 days at all plants, except Massena and La Fayette where it may be presented within 7 days. Although this procedure need not be followed in promotion to supervisory positions, the company agrees that it will "in general" be followed.

The Reynolds Alloys agreement requires that the employee with greatest seniority who bids for a new job is to be given a trial period, if he is qualified "in the opinion of management and the department shop steward." Disputes arising from this provision are to be settled in accordance with the regular grievance procedure. Supervisory positions are to be filled "in general" by this same policy. The Reynolds Metals agreement contains no provision dealing with promotions. The Bohn agreement specifies that the "company and the union will mutually agree" on employees to be promoted, except for supervisory positions.

Five of the smaller-company agreements include general provisions to the effect that promotions are to be based on seniority, and two state that the company agrees to make "every effort" to promote by seniority. The others do not specify how promotions are to be made.

MILITARY SERVICE

Seniority rights of employees who enter the military service are considered in all the agreements of the larger companies except that of the Reynolds Alloys Co., and in seven of the smaller companies. All of these, except three of the smaller agreements, provide specifically that seniority rights shall accumulate during the absence of the employee.⁹ Of these three, one states that those returning shall be reemployed in accordance with the provisions of the Selective Service Act; another states that leave of absence for military duty "will not jeopardize the seniority standing"; and the third provides that there shall be no "loss of seniority."

The Aluminum Co. agreements specify that further regulations concerning employees entering military service may be promulgated by the company, if explained to the local union. Under this provision the company has agreed to pay a bonus equal to the difference between Government pay and company pay, for 1 month after induction, to employees with more than 90 days' but less than 1 year's seniority; and for 2 months to employees with more than 1 year's seniority. In addition, employees are granted vacation pay for which they are eligible or for which they would have become eligible during the first year of military service. Three of the smaller agreements also provide that employees who enter military service shall be given their earned vacation bonus.

LEAVES OF ABSENCE

All the agreements of the major companies grant the workers leaves of absence, both for union business and for other "reasonable" cause. In the Aluminum Co. of America plants, leave is granted on request "when requirements of the plant permit * * * for a limited time with the privilege of renewal." Those elected to union office may take a year's leave, which may be renewed for another year. At the Reynolds Metals plant, workers may take leave "for reasonable cause * * * for a limited time with the privilege of renewal." Stewards or executive officers of the union are granted leave, the duration of which is not stated, to carry on union duties. The Reynolds Alloys agreement permits an employee to take leave for not more than 30 days, except that it may extend over a "stated period" when taken to conduct union business. Under the terms of the Bohn agreement, "if mutually agreed upon by both the company and the union," leave may be taken for a period of 6 months, with privilege of renewal, or for the duration of a term of office or for other specific union business.

All these agreements forbid the employee who is on leave from engaging in other occupations, except for serving the union, and

⁹ See "Military Service and War-Job Clauses in Union Agreements," *Monthly Labor Review*, December 1942 (pp. 1147-1155), for interpretation of seniority rights under the Selective Service Act.

specify that if he fails to report by the end of his leave, he shall be considered to have quit, and consequently shall forfeit his seniority.

Only five of the agreements covering smaller companies make provision for employees' taking leave. In two cases leave is granted specifically for both union business and other reasons; in another, only for union business; and in the other two, for general reasons with union business not specifically mentioned. One of the agreements which provide for taking leave for general reasons requires the consent of both the management and the union shop committee. The duration of permissible leave varies from 1 week to "a definite period of time, to be specified in the leave."

The effect of a leave of absence upon the employee's seniority rating is not clearly established in most cases. The Aluminum Co. agreements provide for accumulation of departmental seniority during leaves of absence not in excess of 21 days per year. Absences thereafter, except for time spent negotiating with the company as a union representative, are not accumulated. If an employee takes leave in order to hold union office, he is to be reemployed "in the same classification * * * if such work is available, and he will not lose the seniority status which he had at the beginning of such leave of absence."

The Reynolds Alloys agreement states that employees shall be returned to work "without loss of seniority," while the Reynolds Metals, Bohn, and small companies' agreements say nothing about either the retention or accumulation of seniority.

HEALTH, SAFETY, AND WELFARE

Provisions concerning the health and safety of workers are contained in the agreements of one Aluminum Co. plant, the Bohn Co., and five smaller companies. The United Automobile Workers agreement with the Aluminum Co. of America provides that sanitary and safety conditions are to be maintained in accordance with the State, county, and city laws, and that the company, in cooperation with the union, is to work out a health and safety program. The Bohn agreement encourages workers to have minor injuries treated, by providing that they are to receive treatment on company time if they are not disabled, and that they are to be paid for all time until they are actually ordered home or to the hospital by the doctor at the plant, if they are disabled.

The safety and health clauses in the smaller-company agreements contain the general statement that the company will continue to protect the health and safety of its employees. Two agreements specifically require the company to provide protective equipment. Only one establishes a safety committee to make suggestions concerning appliances and working practices, consisting of one company and one union representative, and one neutral person who is called in to act as arbitrator in the event of disagreement.

APPRENTICESHIPS

Apprentice plans are established in the agreements of the Aluminum Co. of America, the Bohn Co., and one smaller company. The terms of the Aluminum Co. agreements are applicable to apprentices who have contracted with the company for a period of years, "normally 4," to learn the trade under a specific program of study. The ratio

of apprentices to journeymen may be a matter for negotiation between the local union and plant management, at the union's request, and this ratio is to be maintained in periods of lay-off. The Bohn agreement covers apprentices to tool and die makers and patternmakers, establishing a ratio of 1 apprentice to every 20 journeymen or major fraction thereof. It provides for a 6-month probationary period and establishes a wage scale containing regular increases at 1,000-hour intervals. For the duration of the war, an increase in the ratio of apprentices to journeymen is a subject for negotiation when skilled mechanics are not available. The smaller company's agreement provides that employment of apprentices shall be in accordance with standards approved by the Federal Committee on Apprenticeship.¹⁰

GRIEVANCES

Grievance machinery.—All the agreements in the industry establish some form of procedure for the settlement of grievances. The Aluminum Co. of America and the Bohn agreements give the employee the option of asking the union representative to discuss his grievance with his foreman or of talking to his foreman himself. The Reynolds Alloys agreement provides that the employee must first take the grievance to his immediate supervisor before presenting it to the union, while in the Reynolds Metals agreement the employee and the union representative together are to present the matter to the foreman. Most of the smaller-company agreements state that the union representative or committee shall present the grievance to the foreman of the employee's department.

The Aluminum Co. agreements also permit the employee to choose at all later stages of the grievance procedure whether he shall meet the company officials alone or with his union representatives. Only one of the smaller-company agreements gives the employee this option. According to the terms of the other agreements, if the employee and his union representative and his foreman fail to reach an agreement, the union grievance committee or, in a few cases, the chief shop steward or other union official, discusses the grievance with higher company officials. At successive stages the entire union committee (and possibly representatives of the international union) meets with higher company officials, such as the plant manager, personnel director, or president of the company.

Payment to union officials participating in grievance meetings.—Most of the agreements do not specify whether meetings between shop stewards and management are to be held during or after working hours, or whether the stewards are paid for time spent on grievance work or in grievance meetings. The Aluminum Co. agreements state that employees shall not experience loss of time when conferences "must be held" during working hours. The Reynolds Metals agreement provides that consideration of grievances shall be taken up after working hours, if the head of the department thinks such "consideration would interfere with efficient operation of the department."

Although the majority of the smaller-company agreements make no provision for attendance at grievance meetings, there is a scattering of provisions on the subject, varying from one which specifically states that meetings must be held after working hours, to another which states

¹⁰ Now Apprentice-Training Service in Bureau of Training, War Manpower Commission.

they shall be held during working hours with no loss of time to those attending.

Arbitration.—The Reynolds agreements and five of the agreements covering smaller companies provide for arbitration at the request of either the union or the company. The agreements of the Aluminum Co. of America provide for arbitration only if both union and company agree to it, permitting the party who is satisfied with the current situation to prevent recourse to arbitration. Excepted are unsettled disputes arising from the maintenance-of-membership clause which, under the NWLB order, must be arbitrated either by the regular arbitration procedure established in the agreement or by an arbitrator appointed by the Board.

The Bohn agreement and those of six of the smaller companies do not provide for arbitration, although two of the latter permit either party to appeal to conciliation.

The Aluminum Co. agreements include no procedures for establishing arbitration boards or selecting impartial chairmen, a decision thus being required each time the parties agree to arbitrate. The Reynolds Metals Co. agreement provides that a permanent chairman be appointed by the Chairman of the National War Labor Board, to serve with a board composed of an equal number of company and union representatives selected each time a dispute is to be adjudicated. The other agreements also establish temporary boards, composed of company and union representatives who select the impartial chairmen. All but one of these provide for selection of the impartial representative by a governmental agency if the company and union cannot agree; four refer the selection to the Conciliation Service of the U. S. Department of Labor, and one to either the United States Secretary of Labor or the Pennsylvania Secretary of Labor and Industry.

The Reynolds Metals Co. and three of the smaller-company agreements establish time limits for some of the procedures involved in establishing the arbitration board. The former agreement and one of the latter require that the company and union representatives be appointed within 48 hours of a request for arbitration. Another requires appointment of the company and union representatives within 5 days of the request, and provides that if the party upon which the request is made fails to appoint its representatives within that time, it shall automatically be understood as a request to the Conciliation Service to appoint an arbitrator.

The selection of an impartial chairman is referred by the various agreements to the designated governmental agency within a period ranging from 3 to 15 days after selection of the company and union representatives. None of the agreements requires the arbitration board to make its decision within any specified time, although one states that it must meet within 5 days of the selection of the impartial chairman.

Scope of grievance procedure.—The Aluminum Co. of America agreements state that grievances which may be adjusted through use of the grievance procedure "may include any difference of opinion or dispute * * * regarding interpretation or explanation of any provision of this agreement." The Reynolds Metals agreement likewise permits arbitration of any dispute arising under the terms

of the agreement, specifically excluding proposed changes in the agreement. The Reynolds Alloys agreement permits use of the grievance machinery for any matter of controversy "including wages, hours, working conditions * * * except as provided in the attached wage addenda [to the agreement]."

Two of the smaller-company agreements contain clauses permitting discussion of any difference concerning the meaning of provisions or "any trouble" which may arise. Two others specifically provide that wage rates are not subject to arbitration. The Bohn agreement and the others of the smaller companies contain no specific definition of grievances.

Discharges.—All of the major and six of the smaller agreements establish special procedures to be followed in case of discharge of a regular employee, and all but one of these provide for reinstatement of the employee with back pay if he is found to have been discharged unjustly. The agreements which do not establish arbitration as the means of settling other grievances do not provide for arbitration concerning discharges.

The Aluminum Co. agreements provide that an employee may be discharged for "proper and just cause." However, before he is finally discharged there must be a suspension period of 5 days, in all plants except those at Vernon, Massena, and La Fayette, where 3 days is specified. The employee and union representative must be told the reason for the discharge and it may then be taken up as a grievance through the regular grievance procedure. If possible, it is to be disposed of within the suspension period but must be brought up within 10 days of the actual discharge.

The Bohn agreement lists various specific acts for which the employee may be discharged, such as theft, falsification of the record of work performed, habitual drunkenness on the job, etc. The employee and plant chairman must be told the reason immediately, and a hearing may be requested which must be held as soon as possible and not later than the following working day. However, disciplinary penalties of not more than 1 week's lay-off are set by mutual agreement of the foreman and department steward, whose decision is final. Both of the Reynolds agreements grant the company the right to discharge an employee for "sufficient and reasonable cause"; disputed discharges are to be taken up through the regular grievance procedure. In the Alloys plant, protest must be made within 10 days; the Metals agreement does not establish any time limit.

Of the six smaller-company agreements which deal specifically with the problem of discharge, two provide that disputed discharges shall be considered under the regular grievance procedure. The other four provide for special hearings after a discharge; in only one case is there a time limit—24 hours for a protest to be made, and an additional 48 hours during which a hearing must be held.

STRIKES AND LOCKOUTS

The agreements of the Aluminum Co. of America and of the Reynolds Metals Co. do not specifically prohibit work stoppages; the Reynolds Alloys agreement prohibits stoppages during the "utilization" of grievance machinery. All these agreements, as indicated

above, provide for arbitration of disputes not settled by the parties concerned, although the Aluminum Co. agreements require mutual consent before arbitration may be resorted to. The Bohn agreement, which does not provide for arbitration of disputes, forbids stoppages during negotiations on grievances.

Of the five smaller-company agreements which provide for arbitration, one contains no clause specifically prohibiting work stoppages, two forbid resort to strikes and lockouts while grievances are being negotiated, one during arbitration proceedings, and one during the term of the agreement. Five of the agreements without arbitration provisions also forbid stoppages during the use of the grievance machinery, one of these prohibiting them also during negotiations for a new agreement, while the remaining agreement says nothing about a strike or lockout.

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