

COLLECTIVE BARGAINING PROVISIONS

Union and Management Functions Rights and Responsibilities

Bulletin No. 908-12

UNITED STATES DEPARTMENT OF LABOR

MAURICE J. TOBIN, *Secretary*

BUREAU OF LABOR STATISTICS

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Letter of Transmittal

UNITED STATES DEPARTMENT OF LABOR,
BUREAU OF LABOR STATISTICS,
Washington D. C., June 14, 1949.

The SECRETARY OF LABOR :

I have the honor to transmit herewith the twelfth bulletin in the series on collective bargaining provisions. The bulletin consists of two chapters: (1) Management Functions, and (2) Union Functions, Rights, and Responsibilities, and is based on an examination of collective bargaining agreements on file in the Bureau. Both chapters were prepared by Abraham Weiss of the Bureau's Division of Industrial Relations. Eleanor R. Lehrer assisted in the preparation of the second chapter.

EWAN CLAGUE, *Commissioner.*

Hon. MAURICE J. TOBIN,
Secretary of Labor.

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Preface

As early as 1902 the Bureau of Labor Statistics, then the Bureau of Labor in the Department of the Interior, recognized the growing importance of collective bargaining, and published verbatim the bituminous coal mining agreement of 1902 between the Association of Coal Mine Operators of Pennsylvania, Ohio, Indiana, and Illinois and the respective districts of the United Mine Workers of America. Since 1912 the Bureau has made a systematic effort to collect agreements between labor and management in the leading industries and has from time to time published some of those agreements in full or in summary form in the *Monthly Labor Review*.

The first bulletin entirely devoted to collective bargaining agreements was published in 1925 under the title "Trade Agreements in 1923 and 1924." Similar annual bulletins were published in 1926, 1927, and 1928. These bulletins analyzed only outstanding agreements affecting certain industries and certain skilled crafts in which collective bargaining has followed a more or less established pattern.

No bulletins in this field were published by the Bureau between 1928 and 1942—a period during which collective bargaining first lost ground in the depression and then made rapid strides following the enactment of the National Labor Relations Act in 1935. The growth in trade-union membership from fewer than 4,000,000 workers in 1935 to more than 10,000,000 in 1942 not only resulted in a large increase in the number of collective agreements covering industries hitherto not included under collective bargaining, but also extended the scope and area of bargaining in individual industries. In recognition of this development, the Bureau's 1942 report on union agreements (Bulletin No. 686) dealt with provisions and clauses on particular labor-management problems rather than with the agreements of each union or industry separately.

The substance and character of collective bargaining agreements change continuously, and many of the clauses and provisions covered in Bulletin No. 686 underwent significant changes during the war emergency, as a result not only of the normal processes of collective bargaining but of the decisions of the National War Labor Board. New problems meant new clauses and new provisions. The Board also gave added impetus to certain forms of union security, and to certain practices now deeply imbedded in the entire field of labor-management relations.

The liquidation of the Board, and the renewal of emphasis on free collective bargaining after VJ-day, led to a tremendous increase in the demand for information on specific current provisions in agreements. Urgent requests came from employers and unions, from the United States Conciliation Service, and from mediators and arbitrators engaged in settling or preventing labor-management disputes. It was largely in response to these requests that the Bureau of Labor Statistics undertook to revise and bring up to date the material on union agreements.

In this revision two significant departures have been made: (1) Accumulation of data has made possible the use of a larger sample than was possible heretofore. (2) The information will be presented in a series of small bulletins, each stressing a major area or significant problem of collective bargaining. This will permit the material for each major problem to be published as rapidly as finished without waiting until all of the subjects of collective bargaining are analyzed. It will have the advantage of greater flexibility in handling specific requests for material from employers, unions, and the public. Some clauses are more or less stable and undergo relatively minor changes even over a considerable period of time and therefore need only occasional revision, whereas others undergo rather rapid change. Also, as new issues develop it will be possible to add new bulletins to the series without revising those already published.

The clauses used are designed to facilitate, but not to condition, the bargaining process. No special attempt has been made to determine the prevailing industry practice or the most frequently used provisions. The clauses are presented, not as models but as a source of reference for those who participate in collective bargaining negotiations, by making available to them a wide variety of provisions on the specific subjects under consideration. An index of all the contract clauses quoted, with a brief description of each clause, is appended to each report.

This report, dealing with union and management functions, rights, and responsibilities, is the twelfth in this Collective Bargaining Provisions series. The bulletins already published are as follows:

- No. 908 Union Security Provisions.
- No. 908-2 Vacations; Holidays and Week-End Work.
- No. 908-3 Incentive Wage Provisions; Time Studies and Standards of Production.
- No. 908-4 Apprentices and Learners.
- No. 908-5 Discharge, Discipline, and Quits; Dismissal Pay Provisions.
- No. 908-6 Leave of Absence; Military Service Leave.

- No. 908-7 Promotion, Transfer, and Assignment; Lay-Off,
Work-Sharing, and Reemployment.
- No. 908-8 General Wage Provisions.
- No. 908-9 Wage Adjustment Plans.
- No. 908-10 Union-Management Cooperation, Plant Efficiency,
and Technological Change. .
- No. 908-11 Seniority.

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Collective Bargaining Provisions

Union and Management Functions, Rights, and Responsibilities

CHAPTER I.—MANAGEMENT FUNCTIONS

Introduction

Where no union exists and there is no collective bargaining, management alone determines its actions affecting employees, subject only to State or Federal restrictions. With the growth of unions, and the widening of the scope of collective bargaining, many of the traditional “prerogatives” of management to direct and operate its business have come to be regarded as subject to negotiation between unions and management and thus removed from management’s sole discretion and control. Management prerogatives at any particular time and in any particular collective bargaining situation, therefore, seem to depend upon the degree of joint confidence and the fields recognized as within the scope of collective bargaining.

Spokesmen for management at the President’s National Labor-Management Conference in November 1945 classified management functions in two groups: (a) Those which are the absolute prerogatives of management and are not subject to collective bargaining; and (b) those on which management makes initial decision but where the consequence of such actions or decisions may be reviewed through the grievance procedure.

Labor members of the National Labor-Management Conference opposed any listing of management functions on the ground that this would tend to encourage a rigidity in the industrial relations matters subject to collective bargaining. The labor members also pointed out that with the growth of mutual understanding, a responsibility of one of the parties could well become the joint responsibility of both parties.

The authority of management in the field of industrial relations is to some extent limited by various laws and regulations, such as the Labor Management Relations Act of 1947 and the Fair Labor Standards Act. In addition, adoption of the collective bargaining agreement constitutes a curb on management's authority; for example, not to discriminate against union members, to pay certain wages, and to have certain management decisions and actions subject to review by a grievance procedure.

Some employers believe that a clear demarcation of collective bargaining and management rights is necessary in order to prevent one from impinging on the other. For this reason, they favor the inclusion in agreements of statements on the powers reserved to management. Because an agreement restricts management functions, they deem it essential to specify those matters which are not limited by agreement and which are necessarily and essentially reserved for management's exclusive authority. In the opinion of these employers, such express statements tend to reduce the area of possible conflict and protect management's rights in the disposition of grievances over disputable issues and in arbitration on matters not specifically covered by agreement.

Other employers hold contrary views on the advisability of listing specific management rights in their agreement with the union. They fear that such a statement because of its possible incompleteness may jeopardize functions which management regards as its prerogatives. In other words, specific enumeration of management rights might be interpreted as limiting management to those enumerated in the agreement.

Some management prerogative clauses in agreements are detailed and list the specific rights reserved to management; others state broadly that management reserves to itself all rights, powers, and authority not expressly modified or abrogated in the agreement, without specifying these rights. In those agreements which explicitly state management rights, two broad categories are usually included: (1) Decisions dealing with the tangible aspects of the business—such as the determination of the number and location of plants, the type of products to be made, technological methods and processes, materials, finance and price policies, business practices, etc.; and (2) decisions in the field of employer-employee relationship—such as the direction of the working forces, hiring, transfer, promotion, suspension or discharge for cause, lay-off for lack of work, maintenance of discipline, etc.

In analyzing management prerogatives, clauses on this subject must be considered in conjunction with other provisions in the same agree-

ment which may affirm or modify management's stipulated discretionary powers. Frequently, clauses governing management's rights appear throughout the contract: the extent of discretionary powers is stated with respect to specific actions and situations, such as transfers, promotions, demotions, discipline, and schedule of production; a general listing of management rights is not included. It is, therefore, necessary to examine the whole agreement to determine what functions normally exercised by management have been modified or relinquished.

The establishment of plant rules is a management function to which many agreements make some reference. Changes in the production process, the physical lay-out of the plant, or employer-employee relations require some flexibility in plant rules. Most contracts merely affirm the employer's right to establish, revise, and enforce such rules, rather than incorporate a detailed listing of rules in the contract. Many agreements either explicitly or implicitly state the general principle that company rules must not conflict with the terms of the collective bargaining agreement.

Selection of plant sites is usually considered a management function, but in some industries the union may feel that lower wages and working conditions in a nonunion area will tempt the employer to move his plant. Some agreements, therefore, prohibit removal of the plant to another location or require the prior consent of the union. In other cases, removal of the plant is permitted but certain safeguards for the employees are established. For example, the employer may be required to offer present employees jobs at the new location, and perhaps even pay their moving expenses.

Another special aspect of management functions is the contracting of work. The employer's plant may not be equipped to perform certain phases of the operation in which he is engaged; his facilities may be overburdened during peak seasons; or for other reasons he may find it more economical to contract some of his work to other firms. The employees, on the other hand, often feel that contracting work out decreases their opportunities for steady employment and undermines their working standards. Many agreements, therefore, regulate the conditions under which contracting is permitted, and a few prohibit the practice entirely.

General Management Rights Clauses

Some agreements contain clauses which set forth in very general terms the rights reserved for management, such as the "management and operation" of the plants, or the "regular or customary" functions of management, without specifying in detail what these rights are.

1. Management and Operation Vested Solely in the Company

The union recognizes that the management and operation of the company's business is vested solely in the company.

2. Company Reserves "Customary and Usual Rights, Powers, Functions, and Authority of Management" Except as Abridged or Modified by Agreement

It is understood and agreed that the company has all the customary and usual rights, powers, functions, and authority of management.

Any of the rights, powers, functions or authority which the company had prior to the signing of this agreement, or any agreement with the union, including those in respect to rates of pay, hours of employment or conditions of work, are retained by the company, except as those rights, powers, functions or authority are specifically abridged or modified by this agreement or by any supplement to this agreement arrived at through the process of collective bargaining.

3. No Limitation of Regular and Customary Functions of Management, Except as Provided in Agreement

Except as otherwise in this agreement expressly provided, nothing in this agreement contained shall be deemed to limit the company in any way in the exercise of the regular and customary functions of management.

4. Company Retains Supervision, Management, and Control of Business, Operations, and Plant, Subject to Agreement

The union recognizes and agrees that except as expressly limited by the provisions of this agreement, the supervision, management and control of the company's business, operations and plant are exclusively the functions of the company.

ENUMERATION OF EXCLUSIVE MANAGEMENT RIGHTS

Specific clauses listing in detail the unqualified prerogatives of management are found in some agreements. In addition to listing the rights, some of the clauses define the meaning of the terms used, such as managing and directing the working forces, and what constitutes "just cause" in discharge.

5. Sole Prerogatives of the Company

The right to hire, release or discipline for just cause and to maintain discipline and efficiency of employees, is the sole prerogative of the company. In addition, the products to be manufactured, the location of plants, the schedule of production, if in harmony with the provisions incorporated heretofore under the section of Wages and Hours, the methods, processes and means of manufacturing are solely and exclusively the responsibility of the company.

6. Company Possesses General Right of Managing and Operating the Plants and Directing the Working Forces

It is recognized that the company possesses the general right of managing and operating the plants and directing the working forces, including among other things the rights to hire, transfer, promote, demote, and discipline employees; to determine the extent and kind of operations at the plants; to continue, abandon, replace, alter and substitute present or future machinery, equipment, and facilities of any kind; and to make reasonable rules for safety, efficiency, and discipline, and for protection of employees and of the company's plants, equipment, products, and operations against sabotage or other injury or damage.

7. Detailed Listing of Company's Rights Including Price and Financial Policies. Prerogatives Not Subject to Review

The union agrees that the products and types of products to be manufactured; the materials to be used; the location of plants; the establishment or discontinuance of extra shifts and specific jobs; the means of manufacturing (including the use of labor-saving techniques and machinery); the price of products; the determination of financial and accounting policies; the identity and character of all customers and suppliers; the mills or departments to be operated; the production required of each mill or department; the determination of job content; the judgment as to the ability of an individual to handle a particular job; the assignment of individuals to various shifts; or any other prerogative of management not specifically excepted in this agreement shall be solely and exclusively within the unreviewable responsibility and prerogatives of the company and not subject to settlement as a grievance or by arbitration under article — of this agreement.

8. Management Rights Include Retirement of Employee Under Company Retirement Plan

The management of the plant and the direction of the working forces and the operation of the plant, including hiring, promoting, transferring, and rehiring of and assigning work to employees, the suspension, discharge, or otherwise disciplining of employees, the scheduling of work and the control and regulation of the use of all equipment and other property of the employer, and the retirement of an employee under any company retirement plan are the exclusive function of the management: *Provided, however,* That in the exercise of such functions the management shall follow the provisions of this agreement and shall not discriminate against any employee or applicant for employment because of his membership in or lawful activity on behalf of the union. Pending settlement of any dispute, except in the case of a discharge, or in the case of a disciplinary lay-off, the employee shall work at the regular job to which he is assigned.

9. Union Not To Abridge Listed Rights

The right to hire, promote, discharge or discipline, and to maintain discipline and efficiency of employees, to assign personnel and work requirements, overtime, shifts, workweeks and production methods, shall be vested exclusively in the company, and the union shall not abridge these rights.

10. Listed Rights Cover Fields of Employer-Employee Relations and Production Operations

The union recognizes that the management of the plant, the determination of all matters of management policy and plant operation, the direction of the working force including the rights to hire, discipline, suspend or discharge for proper cause set forth in section — of article — hereof, to promote, demote, or transfer, and to relieve employees from duty because of lack of work or for other legitimate reasons, is the exclusive responsibility of the employer. The employer shall be the exclusive judge of all matters pertaining to the products to be manufactured, the locations of its plants, the schedules and standards of production, methods, processes, means and materials to be used.

MANAGEMENT RIGHTS SUBJECT TO AGREEMENT PROVISIONS

The enumeration of rights reserved to and retained by management is sometimes qualified by the statement that the exercise of such rights

is subject to other provisions of the agreement. Such a proviso is usually implied even if not actually stated. As previously indicated, no definitive statement of management's rights can be made without checking the entire agreement for clauses which might restrict the rights enumerated.

11. *Management Prerogatives Include All Matters Except Rates of Pay, Hours, and Conditions of Employment. Management Actions Not to Conflict With Agreement Nor Discriminate Against Employees*

All matters except those pertaining to rates of pay, hours, and conditions of employment as provided in this agreement shall be considered the exclusive prerogative of management. Management of the plant and the direction of the working forces, including the right to direct, plan, and control plant operations; the right to select, assign, transfer, suspend, promote, demote, or terminate on the basis of knowledge, training, skill, and performance; to terminate or discharge employees for justifiable causes and to relieve employees from duty because of lack of work or for other legitimate reasons; and the right to introduce new and improved methods and facilities and the management of the properties is vested exclusively in the employer; provided, however, that any action taken under this section shall not be used for purposes of discriminating against any employee, or in any manner which will conflict with the express terms of this agreement.

12. *Exercise of Exclusive Powers Not To Conflict With Other Agreement Provisions*

The management of the plant and the direction of the working forces, including the right to hire, suspend, discharge for just cause, transfer, promote or lay off for lack of work or other legitimate reasons is vested exclusively in the company, also the company shall be the exclusive judge of all matters pertaining to the schedules of production, the assignment of work, including the scheduling of shifts and overtime, and the methods, processes, and materials to be used; provided, however, that the exercise of such powers does not conflict with any other provisions of this agreement.

"Just cause" as used above is defined to mean among other things, inefficiency, or infraction of rules relating to the health or safety of other employees, or of rules reasonably promulgated by the management relating to the actual operation of the plant. In the event of a work stoppage, slow-down, sit-down, or the refusal to work in contravention to the terms of this agreement, and when instructed by a proper union official and the management to resume work and such work is not resumed, the company will have the right forthwith, to dismiss all of the workers involved in such stoppages, slow-down or sit-down forthwith.

13. *Listed Management Functions Subject to Agreement and to Certain Collective Bargaining Rights of Union*

Subject to the provisions of the agreement and to the collective bargaining rights of the union with respect to wages, hours, and conditions of employment, the management of the plant, the planning, direction and control of production, sales, and the business, and the direction of the working force, including, hiring, firing, promoting, demoting and disciplining of employees, and the laying off and calling to work of employees in connection with any reduction or increase of production and, consequently, of the working forces, are among the exclusive functions of the management, and shall not be abridged.

14. *Listed Rights Not Abridged Except as Limited and Stated in Agreement*

It is recognized that the operating of the plant and the directing of the working forces, including the right to hire, suspend and discharge for proper cause is vested in the company and shall not in any manner be limited or abridged by the union or its members except as specifically limited and stated in this agreement.

15. *Exercise of Management Rights Not To Result in Unfair Labor Practices*

The management of the plant and the direction of the employees, including the right to hire, assign, and reassign to departments, train, promote, transfer, and to reduce, suspend, or discharge employees for proper causes, is vested exclusively in the employer; provided that the employer shall not be guilty of unfair labor practices in connection with such action, or any thereof.

16. *Exercise of Management Rights Not To Violate Agreement Provisions*

The company's right to manage its plants and affairs; to hire, discharge, promote, demote, and direct the working forces is unqualified as long as this right is not used in violation of any provisions of this contract.

MANAGEMENT RIGHTS SUBJECT TO GRIEVANCE PROCEDURE OR NEGOTIATION

Some clauses very definitely limit managerial authority. This is done by a statement that all or part of the management rights listed in the agreement are subject to grievance procedure; by a requirement of consultation with the union in some way; or by a specific exclusion of certain matters such as wages, hours, and working conditions, from management's authority and a provision that they are subject to change only through collective bargaining.

17. *Exercise of Management's Listed Rights Subject to Collective Bargaining and Grievance Procedure, but Not Arbitration*

It is agreed that the company has the right of management, except as expressly limited and modified in this agreement. This includes among other things the right to plan, direct, control, increase, and discontinue operations; to change machinery and types of operations; to add or reduce shifts; and to select persons to be hired and promoted. Any complaint as to any action under this section may be made the subject of collective bargaining and grievance procedure up to but not including arbitration.

18. *Rights Affecting Employer-Employee Relations Subject to Grievance Procedure; Other Rights Exclusive With Management*

It is the responsibility of the local management of the corporation to maintain discipline and efficiency in its plant and the right of the management to hire, discipline, and discharge employees for just cause and relieve employees from duty because of inefficiency or lack of work is expressly recognized, subject to the right of appeal through the grievance procedure herein. In addition, the products to be manufactured, the location of plants, the schedules of production, the methods, processes, and means of manufacturing are solely and exclusively the responsibility of the corporation.

19. *Unjust Discharge Subject to Grievance Procedure; All Other Listed Management Rights Excluded*

It is recognized that the company has and shall continue to have unquestionable and exclusive jurisdiction over the management of its business, the operation

of its plants and the direction of the working forces, including, but not being limited to, the scheduling and allocating of work, including the temporary loaning of employees from one job to another, increasing or reducing its working forces, closing one or more plants, the transfer of employees, the hiring or suspending and discharge of employees, promoting employees to supervisory grades, fixing and maintaining standards of quantity and quality of work to be performed by employees, changing styles and types of products, removing or installing machinery, increasing, decreasing or changing production equipment, introducing new or improved production methods and facilities, and selection of customers and subcontracting of work. It is distinctly understood and agreed that the only provision of this paragraph that is subject to any portion of the grievance procedure is that any employee who claims that he has been wrongfully discharged may appeal directly to the joint grievance committee, as provided in section —.

20. *Management of the Company and Direction of Working Force Vested Exclusively in Company; Job Evaluation and Standards Subject to Grievance Procedure*

The management of the company, and the direction of the working forces, including the right to hire, suspend, discipline, or discharge for proper cause, and the right to relieve employees from duty because of lack of work, or for other legitimate reasons is vested exclusively in the company. The right to evaluate jobs and establish job standards is vested exclusively in the company, subject to the grievance procedure. The company and the union will work closely together on any incentive plan that the company may propose.

21. *Right To Direct Working Force Subject to Specified Employee Rights*

The right to hire, suspend, discharge, transfer, and relieve employees from duty because of lack of work is vested exclusively in the company provided:

(a) That these rights will not be used for purposes of discrimination.

(b) That no employee shall be considered finally discharged, suspended or transferred until he has received a notice in writing, stating the reason for such action, and has had the right to confer with his committeeman who will be called by his foreman without delay.

The employee when discharged, will immediately leave the department on request of the foreman and be sent to a designated place in the plant for such conference.

(c) No new employee will be hired into a department operating on full time when employees having seniority in other departments and capable of doing the work in judgment of the management and the union are regularly restricted to less than full time.

In applying this provision such transfers will be made giving due consideration to the efficient operation of the plant as a whole.

(d) That no elected union representative of the employees will be transferred from his department or shift without his consent, except in case of emergency which shall not exceed a period of seven working days.

It is further understood and agreed that in case of a discharged or suspended employee other information pertaining to his employment record will be made available to the employee chief steward or committeeman by the employment office upon request.

22. *Right To Dismiss for Just Cause; Dismissal Subject to Grievance Procedure*

The management of the plant and the direction of working force, including the right to hire, is vested exclusively in the company. It is understood that

the company reserves the right to dismiss any employee for just cause, which action shall be subject to the grievance procedure.

23. *Management Determines Methods, Processes, and Products Subject to Negotiation If Process or Method Detrimental to Working Conditions*

It is recognized that the types of products to be manufactured, the methods, the processes of manufacturing, etc., are the exclusive prerogative of the company. In cases where the process or method is detrimental to the working conditions of the employees, the installation shall be subject to negotiations between management and union.

MANAGEMENT RIGHTS NOT TO BE USED FOR DISCRIMINATION OR TO AFFECT EMPLOYEES ADVERSELY

Some "management rights" clauses make explicit what is implied in the contract as a whole—that in exercising its recognized functions management shall not discriminate against employees because of union membership or activity. In effect, such limitations merely restate the ban on union discrimination contained in the National Labor Relations Act as amended by the Labor Management Relations Act of 1947.

24. *No Discrimination Against Union Members in Exercise of Management Rights*

It is recognized that the management of the work and the direction of the working forces, including but not limited to, the right to hire, lay off, suspend, promote, transfer, or discharge employees, are vested exclusively in the company; provided that, subject to the terms of this agreement, none of the provisions of this paragraph will be used for the purpose of discrimination against any member of the union because of such membership.

25. *No Discrimination Against Any Employee or Union Member in Exercise of Management Rights*

Subject to the provision of this agreement the management of the company and the direction of the working force, including the right to hire, promote, transfer, suspend, or discharge employees, and the right to lay off employees because of lack of work or other legitimate reason, is vested exclusively in the company, but such rights shall not be employed for purposes of discrimination against the employee because of bona fide activities on behalf of the union or because of race, creed, color, sex, national origin or political belief.

26. *Right To Determine Employee Qualifications, Provided No Discrimination*

The determination of comparative qualifications and physical fitness as between employees having different seniority ratings, departmental or plant, is the prerogative of the employer. In exercising such prerogative there shall be no discrimination among employees.

27. *Company Policy Not To Result in Stretch-Out or Transfer of Skilled Employees*

The corporation shall have sole authority to determine the policy of management, production, and operation. However, the corporation will not overload any employees, singularly or collectively; engage in any stretch-out system or force the transfer of any employee skilled in one profession to another.

28. *Company Right To Determine Processes, Provided Average Straight-Time Earnings Are Not Reduced*

Nothing in this agreement shall abridge the rights of management in the employment of qualified personnel, the dismissal of employees for just cause and the rearrangement of work processes or methods of economy and efficiency, providing, however, in no case shall the past average straight time earnings be reduced by time studies or rearrangement of work process or methods or equipment. Until an accepted rate is placed on the job, the operator shall receive his past average earnings.

SAVING CLAUSE

A "saving clause" is sometimes insisted upon by employers who are fearful that a specific listing of topics regarded as management functions might prejudice their right to act in matters not covered by the agreement. Such clauses or statements are to the effect that the listing of specific rights is not to be considered as all-inclusive; that the employer has not relinquished any rights or functions not listed.

29. *Management's Functions Include But Are Not Limited to Those Enumerated in Agreement*

It is agreed that the management of the company has the sole and exclusive rights to manage the affairs of the business and to direct the working forces of the company in accordance with and subject to the terms of this contract. Such functions of management include (but are not limited to) the exclusive right to:

1. Determine the products and schedules of promotion, locations of production, the type of manufacturing equipment and the sequence of manufacturing processes.
2. Determine the basis for selection, retention and promotion of employees for occupations not within the bargaining unit established in this contract.
3. Maintain discipline of employees including the right to make reasonable rules and regulations for the purpose of efficiency and discipline. Provided however that any dispute as to the reasonableness of such rules or any dispute involving claims of discrimination against any employee in the application of such rules shall be subject to the grievance procedure of this contract.
4. Direct generally the work of the employees subject to the terms and conditions of this contract, including the right to hire, discharge or suspend employees for good cause and also to promote employees, demote or transfer them for proper cause, to assign them to shifts with due regard to seniority, determine the amount of work needed and to lay them off because of lack of work in accordance with the provisions herein.

30. *Enumeration of Rights Not To Exclude Others Not Listed*

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 nor will it be used contrary to any other provision of this agreement. It is further understood and agreed that the foregoing statement of management functions shall not be deemed in any way to exclude other management functions not specifically enumerated.

Plant Rules

In operating the business, directing the working force, and maintaining shop discipline, management customarily adopts certain rules and regulations and lists penalties for failure to observe them. Such rules may involve conditions of employment with which the union is concerned as bargaining agent of the employees; hence, collective bargaining agreements often cover the subject of company (or working) rules.

In turn, agreements specifically or tacitly permit management to establish reasonable and necessary plant rules. They rarely give a complete outline of plant working rules but frequently incorporate them by reference and affirm the company's right to adopt, revise, and enforce such rules. The agreement may also state management's right to discipline employees for infractions.

Quite commonly, the only contract reference is a statement that employees shall be properly informed of company rules, either by posting the regulations or distributing copies to all employees.

A proviso is often made that the exercise of the right to issue and enforce rules must not conflict with the terms of the agreement; or that the rules shall be applied without discrimination. The union is also permitted to challenge a rule or its application through the grievance procedure. A bulletin containing clauses on enforcement provisions will be published in the near future.

ESTABLISHMENT AND REVISION OF RULES

Management usually has the right to make or change rules provided they are not inconsistent with the terms of the agreement and are applied without discrimination. In a number of agreements, the union is granted a voice in promulgating or in changing such rules: for example, the establishment of rules may be made subject to the union's approval; rules may be established only after joint negotiations; changes must be mutually acceptable or must be discussed with the union in advance of posting.

31. Establishment of Rules Exclusive Management Right

The "Standard Rules and Regulations" of the company shall continue in full force and effect; and the company shall have the right to amend such rules and regulations and make further rules and regulations, providing such rules and regulations, amendments, and further rules and regulations, are not contrary to the terms of this agreement.

32. Company Right To Issue, Change, or Amend Rules Based on Nature of Industry

The inherent nature of the industry in which the parties hereto are engaged necessarily requires, in the interest of public safety, that sound methods of opera-

tion and certain standards of discipline among its driving personnel be maintained, to which end the company heretofore has adopted a uniform plan of discipline and published written rules, regulations, and instructions governing the conduct of its business, which rules, regulations, and instructions are included in its rule book, and posted and to be posted from time to time in the form of written bulletins on its bulletin boards. The company reserves the right to alter, change, and amend all or any part of same as future conditions in its discretion require, so long as the same is not contrary to, or in conflict, herewith.

33. *Certain Rules Mutually Agreed to; Others at Management Discretion*

All working rules or shop rules concerning wages, hours and/or other conditions of employment shall be mutually agreed to and shall be conspicuously posted in all departments at all times. In the exercise of its managerial functions, the company may make such other rules as it deems necessary.

34. *Management Right To Issue and Enforce Rules Subject to Union Appeal; Rules in Force Pending Adjustment or Arbitration*

The promulgation and enforcement of rules and regulations not inconsistent with the provisions of this agreement are vested in the employer, provided that if the union deems any such rule or regulation to be inconsistent with the provisions of this agreement it shall so notify the employer, and the employer shall, within twenty-four (24) hours of notice to such effect either withdraw the rule or regulation or submit it to settlement by the adjustment procedure provided for under article — of section — of this agreement [arbitration], but the rule or regulation shall remain and enforceable pending such settlement.

35. *Rules Established Jointly*

If the employer desires to establish rules and regulations concerning conditions of employment of the employees covered by this agreement, the employer hereby agrees to prepare and submit such regulations and rules to the union. When the same has been agreed to and if the said rules and regulations do not conflict with the terms and conditions of this agreement, these rules and regulations shall be signed by both parties and shall be posted on the bulletin board.

36. *New Plant Rules To Be Negotiated*

Before the company puts new plant rules into effect, same shall be negotiated with the executive shop committee.

37. *Changes by Employer; Reasonableness and Equity of Rules Subject to Arbitration*

It is agreed that such rules may be changed, amended, or modified from time to time by the employer as the efficient operation of the plants shall require, but the union reserves the right to question the reasonableness and equity of the rules and to employ the arbitration procedure provided in this agreement to secure a determination of such dispute. The employer agrees to notify the union five (5) days in advance of the time of making any such change, amendment, or modification effective.

38. *Changes by Mutual Consent Only*

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 September 1, 1945, 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 September 1, 1945, or subsequent thereto.

39. *Changes by Mutual Consent or Arbitration*

The rules in regard to working conditions in the various sections of the company, as outlined in Article —, shall be posted in the sections of the company affected, in conspicuous places, and these rules so posted shall be observed until changed by mutual agreement between the parties hereto; or, in event of dispute, unless and until changed by arbitration in the manner hereinbefore provided for.

40. *Mutual Agreement Required for Rules Changes Which Affect Employees "Beneficially"*

It is agreed that all existing rules and regulations relating to operation and conduct of company's business not in conflict with provisions of this agreement shall remain in effect until superseded or changed by subsequent rules and regulations not in conflict with this agreement. The company agrees that they will not change any rule or regulation that affects the employees beneficially without mutual agreement.

41. *Reasonableness of Working Rules Subject to Grievance Procedure*

The union recognizes the power of the company to make and enforce reasonable working rules. Such rules shall be written or printed and a copy placed in the hands of each watchman or patrolman, together with a copy of this contract. Such publication will be paid for by the company. A dispute as to what constitutes reasonable working rules may be a subject for grievance.

42. *Application of Rules Subject to Grievance Procedure*

That the company has the right to establish reasonable plant rules. Should any disagreement arise about the application of these rules they shall be subject to grievance procedure.

43. *Advance Discussion of Changes*

New rules or changes in existing rules governing the conduct of employees during working hours or on company property shall be announced by the posting of notices on the bulletin boards. Before the posting of any such notice, the notice shall be discussed with the union.

44. *Plant Rules Discussed in Advance With Bargaining Committee; Department Rules, With Chief Steward*

Before the management puts new rules into effect in the plant, they will be discussed with the bargaining committee. Before new rules are put into effect in a department they will be discussed with the chief steward.

INFORMING EMPLOYEES OF RULES

The employer is held responsible for notifying employees of the customs, practices, and rules governing employment conditions in the plant. Commonly, rules and regulations (and revisions) must be posted, but under some agreements each employee must be furnished with a copy. In some instances, copies of the rules and the union contract are distributed to employees at the same time, or in a single document.

45. *Posting of Rules*

The [employer] may prescribe rules, not in conflict with this agreement, such as are deemed necessary in the operation of the business, such rules to be posted on the [employer's] bulletin board in the editorial, business, and accounting departments.

46. *Rules Booklet To Be Furnished All Employees*

Employees covered by this agreement shall be governed by all company rules, regulations, and orders previously or hereafter issued by proper authorities of the company which are not in conflict with the terms and conditions of this agreement, providing that promptly after the signing of this agreement, the company shall cause to be compiled and issued in pocket-size form to each present and new employee the presently applicable rules and amendments thereto. It is understood this booklet shall be supplementary to but shall not supersede company maintenance and operational manuals.

47. *Posting or Distribution of Present and Future Rules*

Company rules now in force or hereafter adopted shall either be conspicuously posted in all departments or printed in a company rule book and distributed to all employees. No rule now in force or hereafter adopted shall conflict with any of the provisions of this agreement.

48. *Rules Additions Posted or Distributed. New Rules Effective 3 Days After Posting*

The members of the union, while working for the company, shall be governed by the safety and other rules published in printed booklet titled, "Information for Employees," which is published and distributed to all employees by the company, and such other rules not in violation of this agreement as may be adopted by the company and published to employees on bulletin boards or by general distribution. Any new rule established shall not be effective until three working days after publication and any such established rule shall be subject to discussion and adjustment in the same manner as outlined herein for settlement of grievances.

49. *Copy of Rules to Shop Steward*

Employees shall comply with all shop rules not in conflict with the provisions of this agreement. Such rules shall be reduced to writing and made known to the employees, and a copy shall be given to the shop steward.

ENFORCEMENT OF RULES

Management's right to take disciplinary action, including discharge, for violation of the rules or misconduct is regularly recognized in agreements, provided no rights guaranteed in the agreement are abridged thereby. Sometimes, the specific penalty or range of penalties for violation of each rule is also listed. In other instances, the company is authorized to apply appropriate penalties, without listing them in detail. The right to appeal the company's disciplinary action through the grievance procedure is explicitly stated in some agreements; it is implicit in most others. (See Bulletin No. 908-5 for additional clauses dealing with discharge or discipline.)

50. *Company Rules Incorporated in Agreement*

It is agreed that the company's present book of rules and regulations shall be considered as part of this agreement and binding upon the parties, with the same force and effect as if they were fully set forth herein, except that where any of the provisions of such rules or regulations are inconsistent with or contrary to the terms and provisions of this agreement, the terms and provisions of this agreement shall govern.

The company shall also have the right from time to time hereafter to make such additional reasonable rules and regulations in connection with the management and operation of its business and the direction of its working force as the company may deem necessary, provided such rules and regulations are not inconsistent with or contrary to any of the terms and provisions of this agreement. However, before putting any such new rules and regulations into effect, the company agrees to notify and discuss same with the union.

51. *Union Pledges Compliance by Its Members With Rules Mutually Agreed Upon*

The union agrees that its members will obey such shop rules and regulations and the penalties for violation thereof as provided therein which are agreed upon between the company and the union affecting the conditions of employment which are not inconsistent with the terms of this agreement. Employees will be furnished by the company with such rules, regulations, and penalties. Changes or amendments thereof, shall be conspicuously posted for 48 hours before becoming effective.

52. *Union Assistance in Enforcing Rules*

The union agrees not to perform, encourage, defend, or otherwise countenance any act in violation of plant discipline by its representatives or by employees whom it represents. The union agrees to assist the company in the enforcement of its rules and regulations.

Employees shall perform any work or jobs which the supervisors may direct. If the employee objects to the work he shall perform such work and take up the matter of his objection through the grievance procedure as outlined in this agreement.

53. *Penalties for Violation of Rules Agreed to by Union*

The company may impose penalties as has been agreed upon by the executive shop committee for violation of shop rules or misconduct. Other penalties to be imposed will be taken up with the executive shop committee and enforced by the company as agreed by the executive shop committee without request for lost pay.

54. *Company, Union, and Employees Pledge Rules Observance*

It is agreed that the working rules set forth in a supplemental agreement will be observed by the company, the union, and its members.

55. *Employees Agree To Observe Smoking Rules*

All employees agree to observe the company rules with respect to smoking on company premises, and the company agrees that the rules shall provide designated areas for the purpose of smoking.

56. *Discipline in Accordance With Predetermined Schedule*

The company agrees to supply each employee with a copy of the rules and regulations annexed hereto as appendix A. Violation of any of these rules shall be sufficient cause for discipline in accordance with the schedule stated in

appendix A, provided that claims of wrongful or unjust discipline or discharge for such violations shall be subject to the grievance procedure herein provided.

57. Listing of Rules and Penalties for Infraction

Certain rules and penalties for infraction thereof have been agreed upon by the management and shop committee. These rules and penalties are listed below. The same will be enforced rigidly. Except in cases involving discharge, the only recourse will be through normal grievance procedure. In cases involving discharge, an agreement must be reached between the management and shop committee before the penalty is evoked. In cases involving a warning, no previous warning of an age more than 12 months will be considered.

Group 1.—Offenses involving possible penalty of immediate discharge.

In no case will less than 2 weeks lay-off be imposed:

Stealing company's property or that of fellow workers.

Sabotage or damaging company's property or equipment deliberately.

Deliberate waste of material.

Group 2.—Offenses involving penalty as follows:

First offense—One week lay-off.

Second offense—Discharge.

Deliberately reporting production falsely.

Deliberately ringing another employee's clock card.

Insubordination, such as refusal to work on the job assigned, etc.

Group 3.—Offenses involving penalty as follows:

First offense—Warning in writing.

Second offense—One week lay-off.

Third offense—Discharge.

Violation of safety rules.

Reporting for work under the influence of intoxicants.

Habitual absenteeism.

Repeated tardiness.

Defective workmanship.

Changing clothes, except in cases where allowed, or leaving required place of work before the whistle blows.

Carelessness in any act which results or may result in danger to company property. In any such case the specific instances will be cited at the time the penalty is imposed.

Failure to make at least guaranteed rate over a period of time on any piecework operation.

Smoking in areas where smoking is forbidden.

Gambling on company's premises.

Group 4.—Any employee who refuses to follow the prescribed procedure in the adjustment of grievances, or who violates section — of Article — [No strike—no lock-out clause] of this contract, is subject to discipline. Such discipline, depending upon the severity of the offense, may consist of warning, lay-off, or discharge.

In case of a writ of garnishment, the employee involved shall immediately be laid off and given an opportunity to have the same lifted, and shall not be returned to work until the same is lifted. The second successive writ of garnishment from one creditor will be cause for immediate discharge.

58. *Willful and Nonwillful Violations Distinguished*

It is mutually agreed that the regulations as set forth in the company's rule book, with such additions or alterations thereto as are made by the company from time to time, not in conflict with the provisions of this agreement, are necessary for the efficient operation of the plant, and that any infraction of these rules may constitute just cause for disciplinary action and willful violation of any rule may constitute just cause for discharge.

59. *Disciplinary Action for Rules Violation Subject to Grievance Procedure*

Written rules governing the conduct of employees are hereto attached as exhibit B. A copy of such rules will be posted on the bulletin boards in the plant or distributed to the employees. All employees are required to observe said rules, but the union reserves the right to utilize the grievance procedure with reference to any disciplinary action of the employer for violation of such rules.

60. *Discharge Follows Cumulation of Penalties to Specified Amount; Accumulated Penalties Canceled Yearly, Provided Less Than Specified Amount*

Shop rules will be established by the management for the proper conduct of employees. The following rules are accepted by the union as fair and just. Additional rules will be established by management as required, and will be subject to the regular grievance procedure as to fairness.

There are stated penalties for infraction of the various shop rules, and other sections of the contract. An accumulation record will be kept of penalties for these infractions against each employee, and if the accumulation of workday penalties reaches or exceeds a total of fifteen (15) working days in 1 year, the employee will be automatically released.

At the beginning of each calendar year, all accumulated penalties shall be forgiven providing they have not exceeded 15 days. The workday penalties made in connection with these rules do not require that the employee be actually sent home from the plant, but the penalty applied will be added to the accumulation of all penalties.

61. *Employee Absolved if Union Not Notified of Rules Infraction Within 7 Days*

There shall be an even immediate notification in writing by the company to the steward of officers of the local for all infractions of company rules by the employees. Unless such written notice is given to the steward or officers of the local within 7 days of said infraction, the same shall be considered condoned.

Changes in Plant Site or Location of Employment

Unions sometimes charge employers with attempting to evade the terms of their agreements by moving their plants to nonunion areas. Therefore, some agreements restrict removal of the plant from its existing location. In others, provision is made for certain safeguards on employment status and seniority of present employees if the plant is moved. Other types of restrictions include a ban on removal beyond a single fare transportation zone or beyond a specified distance from the existing location. Under some agreements, removal of the plant is allowed only with union consent, or if payment is made for the

costs of transfer or moving expenses or for added travel expenses. A limit is sometimes placed on the amount of the difference between the old and new fares which the employer will pay or on the time during which he will make up such difference.

RESTRICTION ON REMOVAL OF PLANT

62. *No Move Beyond Metropolitan Area Limits*

The firm agrees not to have its establishment beyond the limit of the metropolitan area during the life of this agreement.

63. *No Removal of Plant or Machinery Outside City Except "Outright Sale"*

Employer agrees that it will not directly or indirectly move its factory or any machinery now installed in said factory, outside of the city of —, during the term of this agreement or any renewal thereof, only in the event of an outright sale of all or any part thereof.

64. *No Removal for "Run-Away" Purposes*

No member of the association shall, during the term of this agreement, move his factory or shop from its present location, with the intent and purpose of violating the provisions of this agreement, or obtaining working conditions more favorable than conditions herein provided for, or for the purpose of eliminating the union as the collective bargaining agency for all of the employees of said employer.

65. *Union Consent Necessary*

The employer shall not remove his shop from the city where it is presently located without the written consent of the union.

66. *Union Consent for Removal of Plant More Than Specified Distance From Present Location*

No employer whose shop or factory is at present located within [city] shall during the term of this agreement move his shop or factory outside of [city], without the consent of the union. No employer whose shop or factory is at present located outside of [city], shall during the terms of this agreement move his shop or factory to any place distant more than 5 miles from its present location, without the consent of the union.

67. *No Move Beyond 10-Cent Fare Zone*

No member of the [employers' association] shall during the term of this agreement move his [city] shop or factory from its present location to any place beyond which the public carrier fare is more than ten (10) cents.

68. *Mutual Consent or Arbitration for Removal to Location Beyond 10-Cent and Up to 20-Cent Zone*

No member of the [employers' association] shall, during the term of this agreement, move his shop or factory from its present location to any place to which the public carrier fare is more than ten (10) cents.

It is further provided that under special circumstances, a member of the [employers' association] may move his shop or factory from its present location to a place to which the public carrier fare is more than ten (10) cents but not more than twenty (20) cents, provided, however, that such member of the [employers' association], prior thereto, makes application for and secures the written joint consent of ---- and ----, representing the [employers' association] and the

union, respectively, to such removal. Such joint consent shall not be granted unless the applicant proves the necessity therefor. However, should there be a disagreement between the said ---- and ---- concerning the issue, then said issue shall be treated as a dispute under the agreement to be submitted to the impartial chairman or arbitrator named in the agreement, but the member of the [employers' association] shall not remove the shop or factory unless and until the impartial chairman renders a decision permitting such removal.

69. *Move Without Union Consent Deemed Violation Subject to Injunctive Relief*

The employer agrees that for the full term of this agreement, or any extension or renewal thereof, it shall not remove or cause, countenance, or in any manner take part in an attempt to remove its plant from the city of ---- except, however, that said removal shall be agreed to in writing by the union.

Any removal or attempt to remove without such agreement shall be considered a violation of this agreement and subject to injunctive relief by the union.

REMOVAL OF PLANT SITE ALLOWED

70. *Company Right To Move Location of Plant*

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.

71. *Union Retains Sole Bargaining Rights in New Location*

"Employer" hereby agrees to deal and negotiate with the authorized representatives of "union" with regard to wages, hours, and working conditions of employees in the aforementioned unit. "Employer" further agrees that in the event of removal of the "employer's" said plant to another location in the city of ---- said "union" shall continue as the duly authorized and sole collective bargaining agency for the employees in the aforementioned unit in such plant.

72. *Agreement Binding in New Location. Employees Affected Offered Jobs According to Seniority*

This agreement shall apply to all plants now or at any time operated by [employer] while this agreement continues in effect and upon the removal of any plant, department, or division operated by [employer] to another location where such operations are continued by it, all employees affected shall be given or offered employment in the new location or place according to their seniority and placed in the same status in regard to pay, wages, hours, and other working conditions as before such removal occurred.

73. *Employees Given Opportunity to Retain Present Job or, If Unavailable, To Transfer To Another Job for Which Qualified*

The employer agrees that during the life of this agreement it will not move its plant outside the limits of the city of ---- in order to avoid dealing with the union. If the plant is moved, the employees then employed by the employer will be given the opportunity to continue their employment in their occupational classification, if it is available, or to apply for transfer to another job for which they are qualified, by virtue of past experience with the employer, to perform.

74. *Employment Rights at New Plant Vary With Nature of Move, Whether Intra- or Inter-State*

In the event the company shall at any time move its plant from the building and premises now occupied by it in [city] to any other part of the State, this

contract shall nevertheless continue in full force and effect and shall be applicable to the foregoing employees in the new locations. Employees of the company shall have the opportunity to work in the new location within the State. If the company shall remove its plant outside the State, then the company shall take along all key people who desire to go with the company at the rate of pay they shall have been receiving at the time of removal.

75. Employer To Compensate Employees for Added Travel Expenses Beyond 10-Cent Fare Zone

If the employer moves one or more of its establishments existing at the time of the execution of this agreement beyond the ten (10) cent fare radius from its present location, it shall compensate its employees for added traveling expenses incurred by them on account of such removal. This agreement shall be and remain binding upon the employer in the event it moves, regardless where to.

76. Employer To Pay Up To 25 Cents Increased Fare for Maximum of 3 Months

This contract shall apply to the employer's plants wherever they may be located. In the event the employer changes the location of its plants, the employer agrees to pay a fare differential not to exceed twenty-five (25) cents daily between the present plant and the new plant to all employees whose traveling expenses are increased due to the move. Such traveling expenses shall be paid until such time when the employee has moved within a ten (10) cent fare distance from the new plant. Under no circumstances shall fare differentials be paid for more than three (3) months.

77. Company To Pay Moving Expenses of Employees Transferring at Its Request

Reasonable moving expenses of employees and their families permanently transferred from one location to another will be paid by the company, subject to rules and regulations of company governing the same, but only if such transfers are at the request of the company.

78. Employees Must Pay Own Moving Expenses

If the company shall move any of its present operations to a new location, or should acquire a plant in some other location, to perform operations of any nature that would cause unemployment at the present location, any or all employees affected shall be offered employment in the new plant with any necessary moving expenses paid by the employee or employees affected.

Contracting and Subcontracting

Management considers contracting work out to be an exercise of its right to determine the means and method of production. Workers, on the other hand, sometimes regard subcontracting as a threat to their job opportunities, particularly if the work has customarily been done in the plant. They are also concerned over their working standards if the employer can send out work to plants with less favorable wage and working conditions. Unions, therefore, often seek to regulate or restrict the practice of subcontracting.

Few of the agreements which contain clauses pertaining to contracting out and subcontracting work completely prohibit subcontracting. Some reaffirm the employer's sole right to contract work out;

others require prior union approval. More often, such work is permitted under certain conditions: If employees of the company are fully supplied with work; if it is more economical or expedient to contract out; if the shop is not properly equipped to do the work. Some agreements provide that work contracted out must be done under specified conditions, for example: the contractor must conform with the terms of the agreement; the work must be sent to a shop having an agreement with the signatory union or to "union shops"; the wage rates provided for in the agreement must be paid. Another limitation forbids the employer to subcontract with a struck firm.

Some agreements also prohibit contracting within the shop or so-called "time contracts" under which workers bid for or are assigned work as contractors instead of receiving fixed hourly or piece-rate earnings. A ban on home work is also written into some agreements.

79. Company Retains Right to Subcontract

The company shall have the right to subcontract work as the demands of its business require.

80. Prohibition of Contracting

It is further understood and agreed by and between the parties that no work shall be given out to any contracting shop whatsoever, and that all work shall be performed on the premises of the employer.

81. Prohibition of Inside or Outside Contracting

No contracting or subcontracting shall be permitted in any of the shops of any member of the [employers' association], nor shall there be any time contracts between the members of the [employers' association] and their workers, either individually or in groups.

82. No Home Work

No work shall be given to or taken by employees to be performed at their homes.

83. Numerical Limitation on Amount of Contracting

The right to subcontract any type of work, either within the jurisdiction of the union, or outside jurisdiction of the union, shall be vested exclusively in the company; provided, however, that any contracting of maintenance and production functions shall not exceed in total manshifts an amount in excess of 1 percent monthly of the total manshifts shown on the general monthly pay roll. If, in the company's opinion, it appears necessary to contract for a greater number of shifts the matter shall be subject to negotiations with the union.

84. Contracting Limited to Certain Types of Work

On pipe lines, in production and in gasoline plants, it is agreed that any classified work now being done by employees of the employer, for the performance of which equipment and present or laid-off employees are available, shall not be contracted out. Whenever new production is being developed roustabout and well-pulling work shall be performed by employees of the employer.

In refineries, it is agreed that any classified work now being done by employees of the employer shall not be contracted out as long as the employer has the necessary equipment and so long as there are qualified employees available from among

present or laid-off employees. This, however, shall not apply to major construction jobs or to the installation or construction of special or patented equipment not ordinarily installed by the employer. The employer in such cases will advise contractors when qualified employees are available for work on these special installations.

85. *Mutual Consent for Contracting of Work Regularly Done by Employees in Bargaining Unit*

Contracting out work regularly performed by any employee in the bargaining unit shall not be permitted unless it has been agreed to by the union and the company.

86. *Consultation with Union When Occasion for Contracting Occurs; Management Retains Final Decision*

When occasion arises which necessitates sending a major job, including maintenance and construction, out of the shop for reasons other than lack of suitable equipment in the plant to manufacture the product, the company agrees to consult with the union and afford them an opportunity to discuss the reasons for such action and the possibility of so reducing cost as to keep the job in the plant. The final decision, however, shall rest exclusively with the management.

87. *Advance Notice to Union; Union Objection Submitted to Grievance Procedure*

The company may not contract work out without giving notice to the union, and if the union contends that the contracting of the work deprives available regular employees of work which should be theirs, the matter shall be deemed a grievance and be subject to settlement in the usual manner.

88. *Company to Discuss Contracting With Union and Agree on Satisfactory Disposition if Demotion or Lay-Off Results from Contracting*

For the duration of this agreement the company will not change its present policies with respect to the employment of outside contractors. If it becomes advantageous to the company to employ outside contractors for work ordinarily and customarily done by current employees, and such contracting will result in the demotion or lay-off of current employees, the company will discuss the matter with the union and agree upon a satisfactory disposition thereof.

89. *No Discrimination Against Union Members in Contracting*

The employer shall not, for the purpose of discriminating against the members of the union, let out for contract or subcontract any work.

90. *Contract Work To Be Returned to Plant as Soon as Efficient Facilities Are Available*

The company agrees that jobs which were done in the — plant and are now being done on the outside will be brought back into the — plant as soon as efficient machinery and equipment are available in the plant to produce the work.

CONDITIONS UNDER WHICH CONTRACTING IS PERMITTED

FULL USE OF SPACE, EQUIPMENT, AND WORKERS

91. *No Contracting as Long as Machinery and Equipment Available*

The company will not send work out which can be done in the plant, so long as there is machinery and equipment available in the plant to perform the necessary work properly and economically.

92. *Management Right To Contract Without Union Interference, Provided Present Permanent Employees Do Not Lose Normal Work*

It is specifically agreed that the rights to contract any type of work with outside contractors shall be vested exclusively in the company and such work or employees of the contractor shall in no way be subject to the provisions of the agreement, and the union will in no way interfere with such work, providing that this does not operate at the time of contracting to deprive any present permanent employee of his normal work.

93. *No Contracting Which Results in Lost Time to Present Regular Employees, Excluding Emergency or Unusual Work*

The company agrees that it will not contract any work which will result in lost straight time during the term of this contract to its presently regularly employed employees in the ordinary course of business, not including work caused by emergencies or work out of the ordinary routine.

94. *Restrictions on Subcontracting: All Employees Must Be on Full Time and None Laid Off; Subcontractor Must Be Covered by Agreement*

The employer shall not subcontract any work to any shop not operating under the union agreement, nor shall any work be subcontracted or performed in a subcontract shop while any of the employees of the principal shop are employed less than full time or are laid off.

95. *No Contracting Which Results in Discharge or Lay-Off of Employees Customarily Doing Work*

During the term of this agreement, the company will not employ outside contractors for work which will result in the discharge or laying off of employees covered by this agreement who ordinarily and customarily do such work. It is understood that the above provision does not apply to tree trimming where it is the company's policy to contract for this work.

96. *Outside Contracting Not To Result in Lay-Off or Discharge of Employees*

The company agrees that during the life of this contract it will neither lay-off nor discharge any employee covered by this agreement due to work being contracted for with outside parties.

97. *Contracting Outside Certain Locality Prohibited for Some Employers Under Association Agreement; Permitted Others, Provided Agreement Covers Subcontractor*

No member of the [employers' association] shall send work to any contractor or submanufacturer outside of the Greater City of New York unless such contractor or submanufacturer has a written contract with the [international union] and complies with the terms of said contract and also unless the said member has complied with the terms of this agreement. The obligation, however, of those members of the [employers' association] who are obligated to have all the work performed by or for them in the Greater City of New York exclusively in Greater New York City shops under contractual relationship with Local —, is absolute and shall not be deemed modified.

CONTRACTOR'S RELATIONS WITH UNION

98. *Union Contractors Only—Same Union*

An employer who employs contractors shall employ only such contractors as employ only members of the union in good standing, and no employer shall cause

or permit any work to be performed for it, directly or indirectly, by any person, partnership, corporation, or contractor employing workers who are not members of the union in good standing.

99. Union Contractors Only—Same Union and Similar Agreement Terms

The subletting of work to an employer who does not employ members of the union under similar terms and conditions set forth in this agreement shall not be permissible.

100. Union Contractors Only—Not Restricted to Same Union

It is agreed that all work shall be performed by union labor in the employer's own shop. In the event that all work cannot be rendered in the shop of the employer due to space limitations, the employer may contract his work to union shops only; provided, that if union shops will not accept such work or are unobtainable for such work, then the employer may contract such work elsewhere. The term "union shop" means that shop which has an agreement with a union and abides by it. Preference shall be given to — shops.

101. Union Contractor Must Have Signed Agreement and Must Be Registered With Union

No work shall be caused to be performed by a member of the [employers' association] outside of his own shop so long as the workers of his inside shop are not fully supplied with work, unless the work is of a different nature or class than performed in his own shop, and in any event no work shall be sent to any contractor or submanufacturer unless such contractor or submanufacturer has a written contract with the [international union] and complies with the terms thereof.

In any event, no work shall be sent to any contractor or submanufacturer unless such contractor or submanufacturer shall have been registered by the member of the [employers' association] with Local — and a copy thereof forwarded to the [international union].

102. Company Right To Contract Work Without Regard to Union Membership or Affiliation of Contractor's Employees

The company shall have the right at any time to enter into a contract or contracts with any person, firm, or corporation for plant repairs, changes, improvements, or major maintenance, or for the installation, removal, or changes of machinery and equipment, provided that no company employees who are capable of performing such work will be displaced, without regard to the union membership or affiliation of any person or persons employed by such independent contractor to perform such work.

103. No Contracting to Firm Struck or Picketed by Union Party to the Agreement

The employer shall not contract or subcontract any work to or from a metal fabricator which the union has notified the employer is engaged in a strike with the union, or to any metal fabricator which at the time of such contract or subcontract is picketed by the union because of a strike by the union, providing, however, the union agrees to unload from cars, trucks, or other conveyances any material in transit at the time it goes on strike against such other metal fabricator. There shall be no restriction on the use of any material except prison-made and as noted above in this section.

104. Union To Furnish Substitute Contractor in Event of Labor Dispute With Contractor

In the event that a contractor is unable to continue with any employer's work because of any labor dispute with the union which has occurred through no fault

of the employer, the union agrees to furnish the employer with another satisfactory contractor within forty-eight (48) hours, and to permit such employer to remove any materials belonging to such employer from the shop of such contractor. Should the union be unable to furnish such contractor within forty-eight (48) hours, the manufacturer may have his work made wherever he chooses until such time as the union furnishes such contractor.

Maintenance of Agreement and Wage Standards

105. Contractors To Maintain Conditions Provided in Agreement

The employer shall require its contractors and subcontractors to maintain the standard of wages and working conditions provided for in this collective bargaining agreement with the [union], subject to the following conditions and exceptions:

A. This provision shall not apply to a contractor or subcontractor during the time that such contractor or subcontractor has a collective bargaining agreement with his own employees.

B. This provision shall not apply to any contracts or subcontracts existing prior to the effective date of this agreement, but shall only apply to contracts and subcontracts entered into after the date of this agreement, and to renewals of present contracts which are made after the date of this agreement.

C. This provision shall apply only to contracts and subcontracts for the performance of logging and lumbering operations and shall not apply to building construction contracts or other contracts outside the logging and lumbering operations themselves.

D. Contracts and subcontracts for logging or woods operations shall be made subject to the collective bargaining contract of the [union] only if the collective bargaining contract of the [union] and the employer covers the woods or logging employes.

E. This provision shall not apply to contractors and subcontractors performing work which was not previously being performed by employes of the employer.

106. No Contracting To Avoid Contract Wage Scales; No New Subcontracts During Periods of Lay-Off

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 occasioned 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.

107. *Contractor To Pay Prevailing Wages and Hours but Not Less Than Minimum Job Rates Set by Agreement. Definition of Work to Which Contracting Restrictions Apply*

The company shall require a provision in all bids called for by it for work to be performed within the refineries in the upkeep and repair of existing facilities which would otherwise be performed by employees to whom this agreement applies, providing that the contractor or any subcontractor will pay for such work at least the prevailing wage rate and abide by the recognized limitations concerning hours of work in the same trade and character of work in the locality where the work is performed, and that in any event rates of pay (including overtime rates) shall not be less than the minimum rates established by this agreement for the same character of work, and that the hours of work shall not exceed forty (40) hours per week without payment of overtime at not less than the overtime rates established by this agreement.

The company will handle such above work with its available regular forces, if practical to do so.

This article shall not apply to work in connection with the construction of new facilities or additions to existing facilities; however, the actual connecting up of existing refinery systems to any new plants or facilities shall be done by employees covered by this agreement.

108. *No Contracting of Work Customarily Done Unless More Economic and Expeditious and Contractor Conforms to Agreement. For Other Outside Work, Company Will Request Contractor To Pay Agreement Rates*

All work customarily performed by company in its own plant and with its own employees shall be continued to be performed by company unless in the judgment of company it can be performed more economically or expeditiously otherwise. In such cases the contractor shall be required to conform to the applicable terms of this agreement.

This agreement is not intended to cover the employees of contractors who may receive contracts from company to perform certain special work such as construction or installation of special equipment which is not ordinarily done by the company. In such cases company will request such equipment manufacturers or contractors to pay not less than the wage rates as set out in this agreement.

109. *Employer Responsible for Wages Owed by Contractor*

Whenever the contractor shall fail to pay his employees on the usual weekly pay day (which must be at least once each week), the shop chairman and shop committee shall at once give notice thereof to the union and the [employers' association] and shall at once cause the workers to cease work, unless arrangements are made by the representatives of the [employers' association] and the union with respect to the continuance of the work. The wages due the workers for the week immediately preceding such notice shall be paid to the union by the manufacturer, or, if the work has been performed for more than one manufacturer, by each manufacturer, pro rata.

110. *Employer Responsible for Compliance With Agreement by Contractor*

The manufacturer shall be responsible for the performance of all of the terms of this agreement, whether the work is performed by him in his own shop or for him in the shop of a contractor.

REGISTRATION OF CONTRACTORS

111. *Registration of Contractors; Weekly Report of Work Done*

Every member of the [employers' association] must register with the union, through his association, the name and names of manufacturers, jobbers, or contractors for whom said member is performing work.

Each member of the [employer's association] shall submit through the [employers' association] to the union weekly a statement listing the names and address of the manufacturers, jobbers, or contractors from whom they have received or performed work, stating the style or lot number of each piece of work, and the amount or dozens received during said week.

112. *Registered Contractors Only. Mutual Consent or Arbitration for Changes in Registered Contractors*

Contemporaneously with the execution of this agreement, the manufacturer shall execute a registration statement which is hereby made a part of this agreement and in which the manufacturer, among other things, shall register the names of all contractors to be employed by him and the grades and prices of the garments to be made by such contractors. The manufacturer shall re-register all contractors registered by him immediately prior to the execution of this agreement, unless the union consents to a change. The principle of registration shall apply to contractors as well as to the manufacturer.

The manufacturer shall employ only such contractors as are registered on his registration statement and shall pay the prices and comply with all of the terms and conditions provided in such registration statement. No change shall be made in the contractors registered by the manufacturer, either by the release or addition of contractors, without the mutual written consent of the parties, and if they cannot agree, the question shall be submitted to the impartial chairman pursuant to paragraph —.

113. *Regulation of Prices Prime Contractor Must Pay Subcontractor*

A manufacturer, jobber, or wholesaler whose garments are made by contractors or submanufacturers shall pay to such contractors or submanufacturers at least an amount sufficient to enable the contractor or submanufacturer to pay to the workers the wages and earnings provided for in this agreement, and in addition a reasonable payment to the contractor or submanufacturer to cover his overhead.

114. *Independent Study Made of Limitation of Contractors. Advisory Powers Only*

The problems of the administration of the limitation of contractors provisions contained in this collective agreement shall be studied by an independent research body which shall have the power of conferring with and advising the union and the associations under collective agreement with it, but which shall not have any power to make changes or alterations in the contract. Changes and alterations with regard to the administration of the limitation of contractors provisions can be made only by mutual agreement of the contracting parties.

115. *Impartial Chairman Rules on Requests to Use Contractors. Contracting Limited to Special Work*

Employers shall not manufacture or cause to be manufactured, in places other than on the premises owned, operated, or leased by them, or purchase from any other manufacturer any millinery, in whole or in part, sold, dealt in, or otherwise handled by such employers; nor shall such employers manufacture any

millinery for any other manufacturer engaged in the millinery business. However, employers whose factory space and facilities are used to full capacity, including work at overtime, in the manufacture of straw braid, pasted feather and flower hats on their own premises, may in good faith, upon five (5) days written notice given to the union and to the [employers' association], make application to the impartial chairman for permission to have straw braid, pasted feather and flower hats manufactured by, or purchased from, any other manufacturer maintaining a union shop. The impartial chairman, upon the granting of such permission, shall require the employers to register with the [employers' association] and with the union the names and addresses of such union manufacturers.

116. Union May Request Contractor To Post Cash Security To Assure Wage Payment

At any time during the term of this agreement or any extension or renewal thereof, the union shall have the right to demand of the contractor that he shall deposit with the union cash security against the failure to pay his employees on the usual pay day each week. Said cash security, however, shall not exceed the sum equivalent to two weeks of the regular pay roll. Upon the failure of the contractor within forty-eight (48) hours after demand to place such security the union reserves the right to enforce this understanding in any manner that it shall see fit, and such action on the part of the union, in the enforcement of this provision, shall not be deemed or interpreted in any way as a violation of any of the terms of this contract, any provisions herein contained to the contrary notwithstanding.

REGULATIONS IN CLOTHING INDUSTRY

In the clothing industry subcontracting has been especially prevalent. Although many manufacturers carry on all the processes of garment manufacture on their own premises, a considerable portion of garment manufacturing is done through jobber-contractors. The jobber purchases the materials and does the designing and selling, but the cut or uncut material is made into finished garments by the contractor.

In order to eliminate cutthroat competition among contractors and to prevent jobbers from sending work to substandard contractors, some agreements require that each jobber must designate his contractors and distribute his orders only among them. His list of permanent contractors may be increased only if justified by greater volume of business. Substitution of contractors may be prohibited, unless a jobber changes his product. If the jobber is equipped to manufacture garments, the agreement may permit work to be sent out to contractors only if his own shop is fully supplied. Once the jobber-contractor relationship has been established, many agreements provide for apportioning available work in dull seasons among the contractors and the employer's inside shop on some equitable basis such as the number of machine operators.

117. *Detailed Regulations in Clothing Industry*

Designation of Contractors.—For the purpose of eliminating substandard conditions in the dress industry, and to aid in the stabilization thereof, and for the further purpose of properly enforcing the terms and provisions contained in this agreement, the parties hereto agree that every member of the [employers' association] who deals with or gives work to contractors, shall confine his production to his inside shop, if he maintains one, and to the number of contractors actually required by him to manufacture his garments, who have been designated by him in the manner hereinafter provided, and that such contractors shall work only for members of the [employers' association] designating them.

* * * * *

Permanent Contractors.—All contractors who were the designated contractors of a member of the [employers' association] as of February 28, 1947, shall continue in the same manner to be the contractors designated by such member under this agreement provided the said contractors conduct and continue to conduct union shops.

Additional Contractors.—A member of the [employers' association] shall have the right to designate an additional contractor or contractors, when his inside shop, if he maintains one, and all of his designated permanent contractors are fully supplied with work, and such member actually requires an additional contractor or contractors because of an increased volume of business, and the administrative board approves of an additional designation. In order to obtain an additional contractor, the member shall make written application therefor, through the [employers' association], to the administrative board, the union and the association of which the contractor is a member, in which there shall be stated the name and address of the contractor sought to be designated and whether the designation is intended to be a temporary or permanent one, and, if temporary, the period thereof. The administrative board shall render its decision within two (2) days after receipt of notice of application, and if it approves an additional designation, the contractor named shall be deemed a designated permanent or temporary contractor of such member, in accordance with the terms contained in the application, unless otherwise specified by the administrative board.

A member of the [employers' association] shall not be permitted to have more than one temporary contractor at any time, unless he obtains in advance the consent therefor from the administrative board.

Division of Work.—A member of the [employers' association] who deals with and gives work to contractors, and who does not maintain an inside shop, shall, when there is insufficient work for all his contractors, distribute his work on the basis of the number of machine operators employed, equitably to and among his contractors, with due regard to the ability of the contractors and the workers to produce and perform.

A member of the [employers' association] who maintains an inside shop and deals with or gives work to contractors, shall, when there is insufficient work, distribute his work on the basis of the number of machine operators employed, equitably to and among his inside shop and to such permanent contractors designated by him as work exclusively for him, and to such other permanent contractors hereafter designated by him, with due regard to the ability of the contractors and the workers to produce and perform.

Substitution of Contractors.—If a member of the [employers' association] shall at any time change the character of his product, and the contractors designated by him or any of them shall be incapable of meeting his changed requirements, he shall have the right to substitute such other contractors in place of those incapable of meeting his changed requirements. Such substitution shall not be made until after the decision of the administrative board on notice and hearing within forty-eight (48) hours.

Discharge of Contractors.—A member of the [employers' association] shall have the right to discharge a designated contractor for the following reasons only: (a) General poor workmanship; (b) late deliveries, in which event, simultaneously with the discharge, the member of the [employers' association] shall file, through the [employers' association], with the administrative board, the union, and the association of which the contractor is a member, a full and complete statement specifying the particulars upon which the discharge is based. Upon complaint by the union or the association of which the contractor is a member, the administrative board, and upon its failure to agree, the impartial chairman shall review the facts in connection with the discharge at a hearing, upon notice to the union and the other parties involved. The hearing shall be held and a decision rendered within forty-eight (48) hours after the receipt of the complaint. Pending the decision, the member of the [employers' association] shall not designate or send work to any new contractor. If the discharge is found to have been unjustified, either because of failure of proof or because the acts of the contractor were insufficient to justify the discharge, the designation shall be immediately restored to the contractor and sufficient work given to him to make up the losses which he and his workers sustained. A member of the [employers' association] who twice unjustifiably and in bad faith discharges a contractor, shall thereafter be required to obtain approval from the administrative board before taking such action again.

Exclusive Designation.—A contractor shall work exclusively for the member of the [employers' association] designating him, unless otherwise approved by the administrative board.

Sales by Contractors Prohibited.—No contractor shall distribute or sell, directly or indirectly, garments to any other manufacturer, jobber, wholesaler, retailer, or consumer.

OTHER CLAUSES

118. *Employee Given Leave To Work for Contractor Retains Seniority*

Employees granted leaves of absence to work for a contractor performing services for the employer shall retain their seniority on the same basis as though they had continued to work for the employer.

119. *Company To Endeavor To Place Its Laid-Off Employees With Contractor*

In all operations where contract work is necessary, the company agrees to use its best offices to the end that the contractor employ any available former employees of the company who have been laid off or who are temporarily without work and who are qualified, and that the contractor pay at least the equivalent of the wages of employees of the company in the same classification, and that when overtime is paid it shall not be less than time and one-half. Nothing in this section, however, shall require the company to take any action which, in the opinion of its legal counsel, may affect the legal status of the contractor as an independent contractor.

CHAPTER 2.—UNION FUNCTIONS, RIGHTS, AND RESPONSIBILITIES

Introduction

Under collective bargaining agreements, unions and their officers and members generally are authorized to engage in certain activities on the employer's premises. They are granted access to certain facilities and records of the employer to the extent that both parties agree is necessary or useful to the proper exercise of the union's function as bargaining representative. Union officials who are not employees may be allowed to visit the plant and confer with employees. The union may post notices on bulletin boards. The wearing of union insignia on the employer's property may be specifically permitted. In some instances, the union may be given access to financial data and other records of the employer if such information is useful in properly carrying out the terms of the agreement.

Both the National Labor Relations Board and the courts have recognized the right of a union to carry on certain activities on the employer's property. At the same time, to safeguard management's property rights and to maintain discipline, some restrictions on or regulations of the kind and extent of activities permitted are generally agreed upon in collective bargaining. For example, solicitation or organizational work or other union activity which might cause loss of time and interfere with production is usually prohibited by union agreements. In return for a promise from the employer of nondiscrimination for union membership or activity, the union may pledge itself not to practice intimidation or coercion in persuading employees to join the union. These mutual pledges are usually linked in the same clause. In essence, such clauses restate the statutory restrictions imposed on the parties by Federal law.

A number of agreements contain clauses which forbid employer or union discrimination because of race, creed, or color, in addition to discrimination for union membership or activity. Some of them reiterate obligations imposed by several State fair employment acts.

Union labels and union shop cards are used extensively in some industries as a method of encouraging consumers to buy the products or services of employers who maintain "union" conditions of employment. Regulations governing the use and display of the labels and shop cards are often incorporated in the agreement.

Scope of Union Activities on Company Time and Premises

Unions generally try to obtain as much latitude as possible for their members to distribute literature, to solicit new members, and to collect dues (if there is no check-off system) in the plant during working hours, provided work is not interfered with. However, some union agreements prohibit all union activity, other than the handling of grievances, in the plant on company time. Others state merely that no union activity shall take place during working hours, and this presumably leaves employees free to participate in union activity on their own time on the employer's premises. Some distinguish between union organizational activity and casual conversation on union matters. In certain cases, union activity is specifically authorized on the employer's property during the employee's free time—a type of activity permitted under National Labor Relations Board rulings. Other agreements prohibit or restrict union solicitation and dues collection on company time but permit such activity on company property. Often agreements contain only a general prohibition of any union activity on company premises which interferes with production.

In some plants, under agreement, the union is allowed office space for keeping books and records, and, in others the union is allowed to hold elections for officers on company property.

Related clauses deal with the right of employees to wear such union insignia as badges and dues buttons, while at work. This right may be expressly set forth; under some agreements, however, the employer's permission must be secured. Company rules forbid the wearing of union insignia in some establishments.

(Handling of grievances during working hours will be discussed in a forthcoming bulletin on grievance adjustment, and collection of dues on company premises is discussed in Bulletin No. 908, Union Security Provisions.

1. No Union Activity During Working Hours

It is agreed by the union that there shall be no trade-union activities during working hours.

2. No Union Activity on Company Property During Working Hours

No union activities shall be conducted on the premises of the company during working hours.

3. No Mass Union Activity on Company Property

The union also agrees that its members will not engage in any mass union activity on company property.

4. No Union Activity Which Interferes With Production

No employee shall engage in any union activity or union business during working hours in any manner which shall interfere with production.

5. *Ban on Specified Union Activities on Company Time and During Working Hours*

No employee shall engage in any union activity, solicit union membership, or collect union dues on company time and during working hours.

6. *No Solicitation of Membership During Working Hours*

The union reserves the right to solicit membership in accordance with the provisions of the National Labor Relations Act, it being agreed that no solicitation for union membership shall be carried on during work hours.

7. *Union Activity Including Passing of Petitions Banned; Dismissal for Violation of Rule*

No solicitation of union membership will be permitted during the company's time, nor shall any of the company's facilities be employed for that purpose. Furthermore, the passing around of petitions for employee's signatures, not authorized by the company, by individuals or groups during working hours or upon the company's premises at any time is strictly prohibited. Employees disregarding such rules will be subject to dismissal.

8. *No Dues Collection on Company Property; Solicitation of Membership Not To Interfere With Production*

The union agrees that there will be no solicitation or collection of dues on the property of the employer. The union further agrees that there will be no solicitation of union membership in any manner which will interfere with the production or the proper operation of the plants.

9. *No Union Activity on Company Property During Working Hours Without Written Consent of Company. Working Hours Do Not Include Lunch Period or Time Before and After Work*

No employee covered by this agreement shall carry on union business during the working hours of the employees within the mill premises without written consent of the company, except as otherwise provided in this contract, provided, however, that this shall represent no abridgment of the right of discussion by employees. It is also agreed that both parties will discourage as a matter of policy any intimidation or coercion on the part of any employee with reference to any union or nonunion activity. Provided that the term working hours shall not include time before and after work or during the lunch period of the employees involved, or that the above clause does not restrict the operation of the grievance procedure as provided in the agreement.

10. *Union Business by Union Representatives Permitted on Company Property During Working Hours Provided No Interference With Production. No Union Meetings at Any Time Without Company Consent, Except for Grievance Committee*

Employees who are either officers or stewards of the union may transact union business on company property during working hours so long as such activities do not interfere with the operation of the workshops. Union members shall not however hold meetings of any kind for the transaction of union business or otherwise on company property at any time without the specific consent of the company, with the exception that meetings of the shop committee may be held during working hours on company property for handling of grievances at the times specified in section V hereof, or for the preparation of matters for consideration with the management of the company as occasion may require, so long as such meetings do not interfere with the operation of the workshops.

11. *Dues Collection and Membership Solicitation Permitted on Company Property at Specified Times on Employee's Free Time*

The union business transacted on the property of the company shall be confined to the adjustment of grievances. However, the shop stewards of the union shall have the right to collect dues and sign up new members on company property during the midday recess for lunch or before any shift starts to work, providing that the shop stewards and the employees are off duty.

12. *Listing of Union Activities Permitted at Specified Times*

The company will not interfere with the right of employees to join the union or engage in union activities and the union agrees that its representatives and members will not carry on such activities on company time or during working hours on company property or in such manner as to interfere with the efficient operation of the plant. It is, however, permissible to collect union dues and solicit union membership before and after working hours or during the dinner period and distribute literature after working hours in the vicinity of the time clocks on company property.

13. *Union Organizational Activities Allowed Outside Worktime in Designated Areas. Activity Limited to Small Groups*

Neither the union nor its members shall carry on union activities on company premises or on company time, except that union members, who are also employees, may solicit members and carry on similar union organization work outside of working periods in space where no company operations or administrative work is performed, provided that such solicitation and organization work shall be limited to small groups of employees (not to exceed eight) and shall not interfere with the operations of the company or the use of the space by other employees for the purpose for which the space is intended.

14. *Handling of Grievances Permitted. Occasional Collection of Dues Permitted if Not During Work Hours*

The union agrees that there shall be no union activity on company time. This shall not prevent the handling of grievances by stewards or the grievance committee during working hours as herein provided; nor shall this prevent the occasional collection of union dues from individual workers provided they are not collected during working hours. Any concerted action to collect dues in the plant which hinders or prevents employees from working shall be a violation of this agreement.

15. *Casual Conversation on Union Matters Permitted*

The union agrees that there shall be no solicitation for membership in the union, signing up of members, collection of dues, meetings, or other business activities of the union on company time; provided, however, this shall not be construed to prohibit casual or personal conversation about the union and its activities.

16. *Company Provides Office for Union*

During the term of this agreement, the company will afford the union space for a union office. The union agrees that such space shall be used only as a union business office and for the safekeeping and maintenance of its books and records but without any responsibility whatsoever on the part of the company with respect thereto, and that such space will be kept in good order and condition by the union.

17. *Voting for Union Officers in Plant*

During June 1948, voting for local union officers shall be held in the plant. Ballots shall be distributed by shop stewards on each shift or by a special ballot committee appointed by the union. There shall be three ballot boxes placed, one in each clock room, to receive the ballots when employees are leaving the plant. The ballot boxes shall be so placed to receive ballots at an allotted time to be designated prior to the election by special notice.

18. *Union Elections at Plant Allowed, Provided No Interference With Production*

It is agreed with respect to the election of the officers of the union and/or the grievance committee and/or the negotiating committee of the union that such elections shall be held at the employer's plant by written ballot and all members of the union shall be given an opportunity to participate therein. The holding of such election shall not interfere with production.

19. *Company Prohibits Anti-Union Activity in Plant*

The union agrees that they, any of their representatives, members or committee will not coerce or intimidate employees with regard to membership or nonmembership in the union and will in no way solicit or attempt to solicit membership nor carry on union activity in the plant during working hours, except as provided for in the grievance procedure of this agreement.

Working hours not to constitute lunch hour, before, or after work. No meetings, however, to be held on plant premises.

The company will not permit any individual employee or group of employees, whether union members or nonunion, to carry on any anti-union activity in the plant or disrupt the peaceful relations existing between the company and union.

20. *Wearing of Union Buttons Permitted*

The members of said [union] shall be allowed to wear their union buttons on duty at all times.

Visits by Union Representatives

Union representatives who are not employees of the company are often allowed to visit the plant or office. In some industries, such as the building trades, union representatives generally can walk in and out of a property under construction, at will. In plants closed to the public, visits by outside union officials may be permitted only under certain conditions and on specific occasions. Generally, the purpose is to avoid interference with production and to insure that only authorized persons have access to the firm's plants and operations.

The union representative may have to request specific authorization for each visit and perhaps be accompanied by an employer representative. In some instances, special passes must be obtained. Some agreements allow the union representative to confer with any employee in a private office. In large mass-production establishments, a shop steward or committee system may be established in order to process grievances and to maintain contact with individual employees. This, however, does not necessarily exclude outside union officials from

entry to investigate grievances or to assist the local union in its discussions with management. The functions of shop stewards in observing compliance with the agreement and in investigating and handling grievances under the grievance procedure and the participation of union officials who are not employees in negotiations are discussed in a forthcoming bulletin on grievance adjustment.

In some agreements, the timing of the visits is either not restricted or it is stated merely that visits may come at reasonable times and are not to interfere with production; others limit the number or length of visits. The number of representatives who may be in the plant at one time may be restricted. Where a hazard exists, the agreement may require adequate insurance coverage by the union in order to protect the company against any loss by or injury to the union representative.

Plant visits by union representatives are normally limited to purposes relating to the agreement or the handling of grievances. Conferences and interference with employees during working hours are not generally permitted. Some agreements state the purpose of plant visits in general terms. Others state that visits are permissible to check compliance with the agreement, to investigate working and sanitary conditions, to study new operations and projects, etc.

21. Representatives Admitted Upon Notifying Office

Representatives of the union shall be admitted to the company's plant upon notification to the plant office.

22. Visits To Be Prearranged and Limited to Department in Which Grievances Are Involved. Visitor May Be Accompanied by Company Representative

The international president of the union or his representatives shall have access to the company's — plants in order to contact foremen, employees, or members of the joint grievance committee on matters pertaining to any grievance arising under this contract. Such visits to the plants must be prearranged with the director of industrial relations or some other representatives designated by the company for such purpose, so as to avoid interference with the operations in any department. The company may designate someone to accompany these representatives on such visits. The company, through plant officials, will provide plant passes in such manner that no such representative of the international union shall be inconvenienced when he wishes to make such a visit, provided arrangements have been previously made with the director of industrial relations. Such visits shall be confined to departments in which grievances are involved, and shall not extend to departments not covered by this agreement, or to experimental research, testing, and other departments where confidential information is contained.

23. Visits by International and Local Union Officials Not Confined to Any Single Part of Plant

The general president of the [union] and/or his representatives and the president or vice president of the local union shall have access to the plants during working hours in order to contact foremen, employees, or members of the industrial relations committee on matters pertaining to this agreement.

It is understood that visits to the plant by those representatives of the [union] should better the relationship between its members and the management, and the management agrees to provide, through plant officials, passes in such a manner that no representative of the [union] will be inconvenienced when he wishes to make such a visit.

It is understood that visits to the plant do not have to be confined to any certain part of the plant and may be extended to other departments.

24. Union Representative Accompanied by Employer Representative on Visits

The business agent, or other duly authorized representative of the union, shall be permitted, escorted by a representative of the employer (unless such union agent or representative be an employee of the employer), to talk on the job with employees subject to this agreement for the purpose of ascertaining whether or not this agreement is being observed by all parties and to assist in handling grievances. This privilege shall be exercised so that no time is lost to employer unnecessarily and shall be contingent upon permission first being obtained from the plant manager or the personnel manager.

25. Union Visits to Plant Subject to Company Regulations and Military Security Rules

The business representative of the union shall have access to the company plant during working hours for the purpose of investigating grievances. He shall obtain from the company specific authorization for each visit and such visit shall be subject to such regulations as may be made from time to time by the company, the United States Army, and the United States Navy. The company will not impose regulations which will exclude the business representative from the plant nor render ineffective the intent of this provision.

26. Visits by International Representatives for Top-Step Grievances Subject to Governmental Regulations

An international representative of the union shall be granted access to the plants of the company for the purpose of investigating grievances which are being considered by the union and the company at the third or fourth step of the grievance procedure; provided such investigations do not conflict with any Government regulations and are in accordance with general rules agreed upon by the company and the union.

27. Visits at Any Time Occasion Requires

The authorized representative of the union shall be permitted to enter the workroom when the occasion requires.

28. Visits at Any Time Issue Is in Dispute; Otherwise, Visits Once a Week

a. The business agent shall have access to the plant at any time when some issue is in dispute.

b. The business agent shall have access to the plant once a week, regardless of whether or not there is any issue in dispute.

c. At all times, the business agent, before having access to the plant, shall first present himself to the office of the management.

d. While in the plant, the business agent shall not interfere with nor attempt to retard production in any manner.

29. Observe Working Conditions During Hours; Confer With Employees Outside of Working Hours

The union agrees that there shall be no solicitation for membership or any union activities during the working time of the employees. Duly accredited

representatives of the union may enter the building of the employer during working hours to observe working conditions, and outside of working hours to confer with the employees.

30. *Limitations on Number and Duration of Visits. Union Officer Must Be Company Employee*

The president of the local, or in lieu of the president, the vice president or any other officer designated by the union, shall upon the request of the union have admission by pass from the employer to any or all plants of the employer governed by this contract, during working hours for the purpose of ascertaining whether or not this agreement is observed by the parties, provided that the officer making such visitation is an employee on the active pay roll of the company. These visits shall not be more frequent than once a month to each plant and shall not exceed two (2) hours.

31. *Visits Once a Month, and Not More Than Three Representatives Each Visit*

Employer agrees to recognize and deal with such representatives of the employees in its shops as the union may elect or appoint, and further agrees to permit duly accredited representatives of the employees elected or appointed by the union to visit its factory or shops at any time during working hours. These visits shall be confined to one (1) each month and there shall be not more than three (3) union representatives on each visit.

32. *Visits Allowed Outside Regular Hours and on Weekends and Holidays, if Operating, To Check Compliance With Hours Provisions*

A committee of two members of the union, unaccompanied by any representatives of the association, shall be permitted to visit the shops of members of the association, wherever located, before and after regular working hours of any day and on Saturdays, Sundays, and holidays, if the shop is open, or if any person is on the premises, for the purpose of ascertaining whether the hour and workday provisions of this agreement are being fully complied with.

33. *Scope of Activity and Time of Visits by International and Local Union Officials Differentiated*

An authorized officer of the international [union] shall have access to the factories at all reasonable hours upon application to the authorized representative of the employer for the purpose of investigating working and sanitary conditions in compliance with this agreement. Such investigation shall be conducted without interference with production or work in the employer's plants. The president, or other officer of the local union, shall confine his activities in the investigation of alleged grievances or the conduct of other union affairs to the lunch periods only, except when otherwise agreed to between him and the employer.

34. *Detailed Procedure for Individual Visits*

* * * The regional director or a specified representative and the director of the [company division] of the international union or a specified member of his staff will be granted permission to visit the plant for the purpose of investigating the specific grievance involved in "Statements of Unadjusted Grievance," providing such a grievance is of the nature that observation or investigation will aid in:

- (1) Arriving at a decision as to whether or not a grievance exists;
- (2) Arriving at a decision as to whether or not such grievance shall be appealed;
- (3) The purpose of its proper presentation in the event of appeal.

Such visits will occur only after the following procedure has been complied with:

- (a) The names of the individuals who will be permitted to enter the plant must be submitted in writing to local management previous to the date such entry is requested. Such names will be submitted to the [company] by the [company division] of the international union.
- (b) The regional director shall give notice in writing to plant management of the request for entry and will identify the representative whom he wishes to make the visit and the specific grievance to be investigated. In the case of the director of [company] department or a specified member of his staff, notice may be given either verbally or in writing.
- (c) Plant management will acknowledge receipt of the request and set a time during regular working hours which is mutually agreeable for such visit.
- (d) A member of the shop committee or a district committeeman may accompany the union representative during such visit should he request their presence. Management representatives may accompany the union representatives during such visit.
- (e) Only one such visit on a specified grievance shall be made by the regional director or his specified representative unless otherwise mutually agreed to.
- (f) Such visit shall be restricted to the time mutually agreed upon in point (c) above and shall be of reasonable duration and shall be subject to all plant rules and regulations which apply to employees and all regulations made by the United States Army, Navy, and Federal Bureau of Investigation.

It is mutually agreed that the purpose of this provision is solely to facilitate the operation of the grievance procedure; and that the union representative shall confine his visit to its stated purpose. If it is necessary the union representative may interview the employee or employees signing the grievance.

35. *No Special Permission Required and No Interference by Employer*

Representatives of the union may carry on investigations or inspections at any operating unit of any station without special permission from the employer, and free from interference by the employer. Such investigation or inspection shall be carried on at reasonable hours and in such manner as not to interfere with the normal operation of the station.

36. *Permanent Passes to Plant for Members of Bargaining Committee and President*

That if said committee or officers desire to enter the plant during the hour between 8 a. m. and 5 p. m. they will first contact the chief plant executive in the office; during any other hours, they will receive passes from the plant official in charge either at the office or plant gate; permanent passes will be provided for the members of the bargaining committee and president.

37. *Presentation of Credentials Prerequisite for Visit*

The union reserves the right to send their representatives with proper credentials to the various camps to inspect and report conditions and grievances. A sufficient number of true and correct copies of proper credential cards, and the names of representatives, shall be furnished to the association for its members within thirty (30) days from the date of this agreement, and from time to time as appointed or changed, and any person claiming to represent the union shall present such proper credentials to the foreman and if he does not do so, he may be refused admittance to the camp.

38. *Union Required To Insure Visiting Representatives*

The company shall issue a pass to the designated representatives of the union to board the vessels and enter the company docks for the purpose of consulting with the unlicensed personnel employed thereon provided:

(a) Union representatives shall not violate any provision of this agreement or interfere with or retard the work of the vessel subject to penalty of revocation of the license or pass granted herein.

(b) Insofar as possible, the work of the union's representative on board vessel shall be accomplished within 2 hours.

(c) That the company assumes no responsibility for securing passes to or through property owned and controlled by others.

(d) That the union shall take out insurance which will protect the company and/or its agent, charterer, operator, and subsidiary or affiliated companies from any claim, loss, damage, or liability for loss of life or injury occurring to a representative of the union, while on the property or aboard any vessel owned, chartered, or leased by any of the afore-mentioned parties. Evidence that such insurance has been taken out, and is in force, shall be submitted to the company.

39. *Visits Not To Interfere With Employee's Duties*

Duly authorized representatives of the union shall be permitted to visit the employer's stores for the purpose of observing conditions under which members of the union are working and to see that the terms of this agreement are being observed: *Provided, however,* That such visits shall not interfere with the duties of the employees.

40. *Purpose: Transaction of Union Business*

The duly authorized representative of the union shall have the right to visit the plant of the employer at all reasonable times for the transaction of union business.

41. *Purpose: Legitimate Union Business Within Scope of Agreement*

The company will meet with the duly accredited representatives of the union in all matters of mutual interest and agrees that the union representative whom the union has assigned to attend regularly to union business at the refinery shall be given a pass entitling him to access to the refinery during business hours when the refinery is operating, for the purpose of attending to legitimate union business proper for consideration at the plant and coming within the purview of this agreement; it being understood, that this privilege will not be abused and that there shall be no collection of union dues on company time.

42. *Purpose: Check Compliance With Agreement*

The union representative shall have the right to visit the premises of the employer during working hours, to audit the books of its members, adjust labor relations, examine the pay roll, when necessary, in order to ascertain that this agreement is being complied with. The employer and the union agent will facilitate this provision so that there will be the least interference or interruption with work.

43. *Purpose: Discussion of Grievances*

In the event that a grievance exists at any time during the term of this agreement, a representative of the union shall have access to the plant during working hours for the purpose of discussing such grievance with the employees involved; *Provided, however,* That such discussion shall not interfere with the operations of the plant; *And provided further,* That such representative of the union will clear

through the regular channels of the employer for receiving visitors. On any visit to the plant the representative of the union may be accompanied by a representative of the employer.

44. Purpose: Investigation of Sanitary Conditions

An authorized officer of the union shall have access to the factory during business hours upon reasonable notification to the company, for the purpose of investigating conditions of the factory in regard to sanitation and for the purpose of ascertaining if the provisions of this agreement are fully complied with.

45. Purpose: Collect Dues; Observe Application of Agreement; Adjust Grievances

The company agrees to admit to its plant at all reasonable times the authorized representative of the local for the purpose of collecting dues, observing the application of this agreement, and adjusting grievances. These activities are to be discharged in a manner that will avoid unnecessary loss of time or disruption of working schedules. The local representative shall advise the company of such visits by notifying the plant office before or at the time of entering the plant.

46. Purpose: Investigation of New Operations or Projects

The business agent of the union, upon specific request to the company, shall be allowed to enter the plant for the purpose of investigating any new operations or projects or any grievance that has been referred to the company. In addition, the business agent shall have the right to enter the plant once a week provided that such entry does not interfere with production.

47. Visiting Business Agent May Interview an Employee in Private Office

The business agent, or qualified representative of the union, shall be allowed to visit the employer's plant for the purpose of ascertaining whether or not this agreement is being observed. This right shall be exercised reasonably. The business agent or qualified representative of the union shall report to the management at the office before proceeding to the plant. In the event he wishes to interview an employee, he shall be permitted to interview him privately in the office. In the event the business agent wishes to go through the plant, the employer may send a representative to accompany him. He shall not interfere with the normal conduct of the work in the plant.

48. Denial of Right of Entry Subject to Arbitration

The business representative or some other duly authorized union representative may visit the plant during operating hours for purposes consistent with this agreement providing he first obtains permission from the management. If such permission is denied, the question may be referred to arbitration.

Access to Company Records

In order that the union may keep informed concerning existing wage rates and working conditions and to permit a check on compliance with contract terms, many agreements require the employer to make available to the union records of the wage rates, changes in the rates, current and new job descriptions, timekeeping records, and other instructions and data relating to hours, wages, or working conditions. In some instances, the union is accorded the right to examine the employer's books to determine compliance with contract terms as

to rates or earnings of the employees, etc. If a bonus or profit-sharing system is established by the agreement, the union may be authorized to inspect the financial records of the employer. Other types of information made available to the union, under some agreements, include lists of new and discharged employees; information concerning lay-offs, recalls, transfers, demotions, and suspensions; copies of papers showing leaves of absence granted by the company; apprenticeship records, etc.

Entries in an employee's personnel file (relating to his conduct, efficiency, or other factors which might affect his opportunities for promotion or which may result in discipline or discharge) are sometimes open to inspection by the employee or his union representative and, in some cases, are subject to appeal through the grievance-arbitration procedure.

49. All Books and Records Showing Pay Rolls, Labor Cost, and Production Available to Union on Request

Upon the request of the union, the members of the association shall exhibit for examination all books and records showing pay rolls, labor cost, and production for the purpose of ascertaining whether the provisions of this agreement are fully complied with. Such examination shall be made during reasonable business hours. Failure to comply with this request shall be deemed a violation of this agreement.

50. Union May Examine Books Monthly and Oftener if It Believes Rules Being Violated

The union shall have the right once a month during the life of this agreement to examine the books and records of every member of the [employers] association in order to ascertain whether the provisions of this agreement are fully complied with by such member. Such examinations may be made through an accountant or another representative of the union and representative of the association. Between and aside from such examinations, the union shall also have the right to examine the books and records of the association members as above provided, whenever it shall have reason to believe that such member has dealings with nonunion or nondesignated contractors, and files a request for such examination on the same ground with the association. Such examination shall be undertaken immediately upon the receipt of the request. Should a member of the association refuse to produce his books or records upon the request of the representative of the union in the manner above provided, or to allow such representative of the union to have access to such books or records, or should it appear that such books or records have been falsified in order to conceal dealings with nonunion or nondesignated contractors, or otherwise to mislead the union, such association member shall automatically forfeit all rights and privileges under the agreement.

51. Employer To Furnish Yearly Copy of Balance Sheet and Profit and Loss Statements

For the better carrying out of this agreement the employer agrees to furnish to the union at least once a year a copy of its balance sheet and profit and loss statements.

52. *Arbitration Board To Supervise Union Examination of Employer's Books and Records*

The employer agrees that he will permit Local No. — full and every opportunity to examine and investigate the books and records of the employer, for the purpose of ascertaining if the employer is in fact living up to the provisions and conditions of the agreement. Such investigation shall, however, be conducted under the supervision and upon the direction of the board of arbitration.

53. *Detailed Wage Information Concerning Incentive Workers Available on Request*

Wage Information: Upon the request of the union, the company agrees to submit the low, high, and average hourly earnings, exclusive of overtime and bonus payments, of piece and incentive rate employees by job classification and the number of employees in each job classification, for any reasonable period necessary to resolve grievances.

The company will provide the union and keep up to date a list of all rates, classifications, and job descriptions in the mill. Any changes effected in exhibit B through negotiations or arbitration, pursuant to the provisions of this article, shall be reduced to writing and attached to exhibit B as an amendment thereto.

54. *Wage Rates, New Rates, and Changes Furnished Union*

All rates, new rates, and rate changes, when finally established, shall be furnished to the union.

The corporation agrees to furnish the union with a copy of the quarterly Social Security report when requested.

55. *Union Given Information on Job Classification and Rate Structure; Quarterly Information on Earnings*

Within 10 days after the execution of this agreement, the employer shall furnish the union with a statement containing the following information covering jobs for all employees under this agreement.

- (1) The job classifications and job rate, or rate range.
- (2) Written statement of employer's job classification system.
- (3) All proposed changes or additions shall be subject to negotiation and agreement with the union before becoming effective.
- (4) The company's files on job descriptions shall be available to the union at any time upon request.

Within 10 days after the execution of this agreement and thereafter quarter annually, the employer shall furnish the union with the following information covering all employees under this agreement. Such information shall be computed on a quarter annual basis.

- (1) Gross plant straight-time average hourly earnings.

Copies of all instructions on matters affecting wages, hours, and working conditions issued by the employer to its supervisory staff shall, upon issuance by the employer, be mailed to the union.

56. *Timekeeping Records Open to Inspection*

The employer agrees to maintain an adequate system of timekeeping, records of which at all times shall be open to inspection by the union shop committee or any duly authorized representative of the union.

57. *Timekeeping Records Open to Inspection with Employee's Consent*

The employer agrees to maintain an adequate system of timekeeping, records of which at all times shall be open to inspection by the shop steward or any duly authorized representative of the union, with the consent of the employee or employees involved.

58. *Time Records Available to Union. Union May Install Own Timekeeping System if Employer's Is Unsatisfactory*

Employers shall provide a satisfactory means of registering the reporting time and the quitting time, the records of which shall be accessible to the business representative of the union at all times during working hours. The union shall have the privilege to install its own timekeeping system if the employers' system is found unsatisfactory.

59. *General Instructions Affecting Hours, Wages, and Working Conditions Issued Union*

The company will furnish the locals and the union with copies of general instructions issued by the company which affect hours, wages, or working conditions.

60. *Record of New Employees, Discharges, etc.*

The employer shall furnish promptly to the union on a mutually agreed upon form notices of new employees, quits, discharges, lay-offs, recalls, leaves of absence, and the reasons therefor.

61. *Inspection of Personnel Records—By Employee or Representative, in Presence of Company Representative*

In the presence of company representatives, all records pertaining to an employee's service record with the company shall be open at reasonable times during regular day office hours to inspection by the employee or any union representative he designates.

62. *Inspection of Personnel Records—By Employee or Representative, if Employee Present*

The personnel and service records of an employee shall be open for inspection by the employee, or by his duly authorized representative when the employee is present.

63. *Data on Grievances Concerning Production Problems*

Whenever grievances arise concerning production problems supervision shall make available to the plant committeemen all data concerning such grievances.

Bulletin Boards

Adequate channels for the dissemination of notices and announcements are almost always sought by unions. The bulletin board is one of the most commonly used means of communication. The importance of such a medium is apparent particularly where the factory or plant covers an extensive area, where second shifts of workers are employed, or in cases in which the workers' homes are widely scattered, and the bulletin board provides a principal source of contact with the membership. Union agreements reflect widespread adoption of the privilege of unions either to use company bulletin boards or to use special bulletin boards provided by the company for the union's

exclusive use. The number of boards allowed often varies with the size and physical lay-out of the establishment. Some agreements prescribe the number and location of the bulletin boards; others stipulate that they shall be "conveniently" or "conspicuously" located; and still others specify that both parties shall agree on their location.

Some clauses provide that only notices officially approved by the union or by a designated union official may be posted. Posting is subject to prior company approval in some agreements. In some cases, notices are posted directly by the union; in others, they must be given to a designated company official for posting.

The nature of the material which can be posted is often specifically restricted to noncontroversial subjects, such as notices of union elections, meetings, and social affairs. Often a description of the types of notice specifically permitted or prohibited is included; items of a political character are most commonly prohibited. Penalties may be provided for improper use of the board.

NUMBER AND LOCATION

64. Company Furnishes Bulletin Board

The company shall furnish and install in a conspicuous place in the shop a bulletin board.

65. Company To Furnish Minimum Number of Boards for Union's Exclusive Use. Prompt Posting by Company of Union Notices. Locations Jointly Determined

The company will provide not less than twelve (12) bulletin boards in mutually agreeable locations to be used exclusively for union notices. These notices will be furnished by the union and promptly posted by the company.

66. Company Furnishes Bulletin Board and Decides Location

The company shall provide one bulletin board for the posting of copies of this agreement, and such other notices as are approved by the management and the union. The management shall decide the location for the bulletin board.

67. Union Erects and Maintains Bulletin Boards

The union shall be free to erect and maintain bulletin boards on company premises for the exclusive use of union business.

68. Union Furnishes Five Bulletin Boards at Agreeable Locations

The union shall be free to erect five bulletin boards for its own use at agreeable points on company property.

69. Company Leases Bulletin Boards for Nominal Sum. Location Jointly Determined

The company will lease to the union bulletin boards of adequate size for the exclusive use of the union at offices having five or more employees where suitable space is available.

The location of the boards at each office will be subject to agreement by union and company representatives.

The rental charge for the bulletin boards shall be twenty-five (25) cents per board per annum.

70. *Union Allowed Space on Company Boards for Posting. Posting Done by Company*

The company agrees that the union may use the designated section of bulletin boards throughout the plant for posting of union notices. Notices to be posted shall be signed by a union official and shall be approved by the management and shall be restricted to:

- (a) Notices of union recreational and social affairs.
- (b) Notices of union elections.
- (c) Notices of union appointments and results of union elections.
- (d) Notices of union meetings.

The company will post and remove all such notices.

APPROVAL OF NOTICES

71. *Company Approval of All Notices Required*

Union notices may be posted on designated bulletin boards, subject to the approval of the plant superintendent as to contents.

72. *Copies of Notices To Be Furnished Company 24 hours in Advance of Posting*

The employer agrees to post on suitable notice boards on its premises on any regular workday notices or announcements of routine and appropriate union matters, provided that the employer receives copies of such notices or announcements twenty-four (24) hours in advance.

73. *Prior Company Approval Required of Other Than Specified Notices*

By agreement between the company and shop committee, bulletin boards will be provided in the plant by the company for the exclusive use of the union. Notices of all meetings of the union, union recreational and social affairs, and union elections and appointments may be posted on this board without first having been approved by the company, but no other notices shall be posted thereon unless they shall first be approved by the company's director of labor relations.

74. *Approval of Specified Union Official Required*

The company shall provide a separate bulletin board at each of the main plant gates for the exclusive use of the union. All notices before posting shall be approved by the president or secretary of the local union or by the chairman of the workmen's committee.

75. *No Distribution or Posting on Company Property Except Specified Types of Notices*

There shall be no other general distribution, or posting by employees, of pamphlets, advertising or political matter, notices, or any kind of literature upon corporation property other than as herein provided.

76. *No Posting or Distribution in Plant or on Company Property Without Company's Written Consent*

The company will provide a bulletin board in each plant for the posting of notices. Notices of all regular or special meetings of the union, recreational and social affairs, and other union matters may be posted upon the bulletin boards, if approved by the management before posting. The management will not delay in passing judgment upon such notices. No written or printed notices, cards, pamphlets, or literature of any kind shall be distributed or posted in the plants or upon the company's property without the company's written consent.

77. *Union Seal and Signature of Proper Official Required*

The company agrees to allow the proper officers of the union who are employees of the company to use the plant bulletin boards for the posting of notices in the interest of its employees; provided such notices bear the seal of the union and the signature of its proper official.

78. *Each Party To Sign Notices To Be Posted by the Other*

Company notices shall bear the signature of the union business agent and/or president; and union notices shall bear the signature of the director of industrial relations and/or assistant plant manager indicating both parties, in all cases, are notified in advance of the posting.

CONTENT OF NOTICES**79. *Information of Interest to Employees Posted***

Information of interest to employees affected by this agreement shall be posted on bulletin boards by the company at all division points when requested by the association.

80. *Notices on Union Meetings and Other Business*

The employer agrees to continue to provide the present bulletin boards for the convenience of the union in posting official union notices regarding meetings and other necessary union business affairs.

81. *Listing of Types of Notices Permitted*

The union shall have the right to make reasonable use of the bulletin boards for posting notices, but shall be restricted to the following notices:

- (a) Notices of meetings of the union.
- (b) Notices of its elections.
- (c) Notices of its appointments to offices and the results of elections.
- (d) Notices of its social, educational, or recreational affairs.

82. *Listing of Subjects Allowed and Prohibited*

The union shall, in accordance with the present procedure, have the right to use the bulletin boards of the company to post notices of meetings, social gatherings, and recreational activities and/or material relating to official union business. The union shall not post upon the bulletin board any propaganda of any kind or religious, political, or libelous matter.

The union will designate, in writing, an accredited official who will be responsible for the union in the submission of notices to the company and their posting on bulletin boards.

83. *No Posting of Propaganda, Including Political Notices or Advertising*

The bulletin board shall not be used by the union for disseminating propaganda of any kind whatsoever; and among other things shall not be used by the union for posting or distributing pamphlets or political matter of any kind whatsoever, or for advertising.

84. *Permitted Notices Listed. Size and Number of Boards Specified. Prior Approval of Notices Required*

The union shall be permitted to maintain not more than six bulletin boards of the approximate dimensions of 24 inches by 36 inches at locations to be agreed upon for the posting of rules and regulations of the union; the personnel of its committees and office; notices of time and place of regular and special union

and committee meetings, of social functions and entertainments sponsored by the union, its international, or the CIO; economic or other meetings, either here or elsewhere; and for the posting of factual information or data on economic subjects, and notices of official business of the international union and the Congress of Industrial Organizations. All materials to be posted on union bulletin boards shall first be presented to the office of the industrial relations director for approval and such approval shall be granted unless the material demonstrably is harmful to plant labor relationships.

85. Copy of Agreement Posted

A bulletin board shall be maintained in a conspicuous place for union use only, and a copy of this agreement kept posted on said bulletin board at all times.

86. Work Schedule, Lunch Periods, and Vacation Periods Posted

The employer shall provide suitable bulletin boards in the plant, workshop, and garage and shall post thereon schedules of work hours, lunch periods, and vacation periods as well as union notices and bulletins.

87. Seniority List Posted

The seniority list mutually agreed upon by the company and the union will be posted on the company bulletin board. It is understood and agreed that any union bulletin is to receive approval of the company before it is posted on the company bulletin board.

88. Improper Notices Subject to Removal by Company

The company will place a bulletin board in a conspicuous place at such of its plants and field headquarters where a considerable number of men are employed, which said board shall be for the use of the company and officials or duly constituted authority of the [union] in said district for the posting of any matters of interest to all concerned. Any matter posted on said bulletin board which, in the opinion of the company, is not proper may be removed by the company. Provided, however, that the removal of any such objectionable matter may be made the subject of a complaint to be disposed of under the terms of this agreement.

OTHER CLAUSES

89. Use of Board Discontinued if Rules Disregarded

The company will continue to grant the union's request for the right to use a bulletin board for posting notices of union meetings and any reasonable union business, such as acknowledgment of flowers and the like. The company reserves the right to discontinue the use of said bulletin board if it is used for any other purpose than designated.

90. Improper Use of Bulletin Board Cause for Dismissal

Bulletin boards are provided throughout the factory where proper notices of interest to employees may be posted after approval in writing by the company's industrial relations department. Bulletins from Local No. — shall be signed by the president, vice president, secretary, or treasurer and when officially approved by the industrial relations department, such bulletins may be posted in the plant. All bulletins posted by the union are the responsibility of the officials of Local —. Each bulletin shall be signed by the official responsible for its posting. Unsigned notices or bulletins may not be posted. Defacing, adding to, or writing over any general notice or bulletin, or posting unofficial bulletins or notices or any thereof that are offensive, shall be cause for immediate dismissal.

The following bulletins, however, do not need approval by the industrial relations department:

1. Notices of union recreational or social affairs.
2. Notices of union elections.
3. Notices of union appointments and results of union elections.
4. Notices of union meetings.

The responsibility for the prompt removal of notices from the bulletin boards after they have served their purpose shall rest with the individual who posted said notices.

91. *Dispute Concerning Bulletin Boards Settled in Accordance With Provisions of Agreement*

Bulletin boards shall be provided in the plant upon which notices concerning business of the union will be posted. Such notices must bear the official seal of the union and be signed by the designated union officer. Any notice posted by the company on its bulletin boards pertaining to or affecting the employees or the affairs of the union must be signed by the designated officer of the company. Both parties shall furnish the other party a copy of any notice placed on the bulletin boards and any dispute arising therefrom shall be determined in accordance with the provisions of this agreement.

92. *Bulletin Board Locked*

A bulletin board will be provided by the company in a suitable place in the plants for the posting of union notices of interest to the employees. The board shall be under glass and padlocked. One key shall be kept by the chairman of the committee and one by the personnel officer of the company. Notices shall be approved by the management before being posted.

93. *Union Provided Facilities for Distributing Union Paper and Other Literature*

The company agrees to permit the union to place a receptacle at the inner gate for the purpose of distributing the [union paper] to its members. Any other papers may be placed there for distribution by mutual consent.

The union may pass out such literature or handbills as are approved by the personnel manager at the entrance of the main gatehouse. This approval must be gained in sufficient time for authorization to be given the main gatehouse guards by the company prior to the passing out of the bills.

Union Label and Shop Card

Historically, the union label and union shop card were developed as a means of increasing the bargaining strength of unions through encouraging consumers to purchase manufactured articles bearing a union label and to patronize retail and other nonmanufacturing establishments displaying a shop card. In a highly organized area, a union may further strengthen its bargaining position by persuading its members not to work for an employer who does not agree to use the label or shop card. Manufacturers whose products bear a union label and retail or other establishments displaying a shop card are required to maintain "union" working conditions and pay "union" wages. Agreement provisions usually govern the use, display, and

cost of the label or shop card, and reserve to the union the right to withdraw the label or card if the employer violates the agreement.

94. *Use of Union Label at Option of Employer*

If the company lives up to this agreement in full, they shall have the right to the use of what is known as the union label of the [union], but the union shall have the right to advertise and advocate the advancement of said union label whether the company uses it or not.

95. *Union To Furnish Union Label and Advertise Company Products*

The union and employees realize that harmony between a firm and its employees is necessary for both the company and union and its committees and representatives, and the employees agree to do all in their power to maintain this harmony. The local and international agree that the union label will be furnished free of charge and placed on the products of the company if so desired and will do all in its power to advertise the products of this firm through the union label department of the international without any cost to the firm. It will also write every local union of the American Federation of Labor, central bodies, union label leagues, and auxiliaries which number 34,000 organizations in all, informing them of the fact that the company is fair to the [union] and urging all union people to buy its products. The international will also list the trade names of the company in all union halls.

96. *Union To Petition International for Use of Label by Employer. Employer To Comply With Rules Governing Label, if Use Approved*

The union agrees to make application to the union-label department of the international union for the use of the prescribed union label by the employer, and the employer agrees, in the event said application is accepted by the international union, to conform with any and all requirements of the above named international union and its union-label department in order to be permitted the use of the said union label.

97. *Employer Required To Use Union Label*

Each loaf of bread over half pound, and every package or piece of cake five (5) cents or over, must bear the union label, which will be furnished at twenty-five (25) cents one-color combination, thirty (30) cents two-color combination, and fifteen (15) cents per thousand for plain labels.

98. *No Work Allowed on Goods Which Do Not Bear "Consumers' Protection Label"*

In order to promote, improve, and stabilize the millinery industry, and to eliminate and prevent substandard conditions, and to insure workers the best working conditions and the highest labor standards, the parties do adopt the Consumers' Protection Label of the Millinery Stabilization Commission, Inc., as indicia that millinery to which such label has been affixed has been manufactured under the best labor conditions in the millinery industry.

Workers shall not be permitted to work on any millinery which does not bear the Consumers' Protection Label of the Millinery Stabilization Commission, Inc., attached to each hat under the then existing authorization from the Millinery Stabilization Commission, Inc.

The employers shall furnish to the workers the Consumers' Protection Label of the Millinery Stabilization Commission, Inc., and shall cause such labels to be attached to all millinery which may be manufactured.

The impartial chairman, in his discretion, after considering the circumstances of each case, may direct that workers shall be fully compensated by any offending employer for time lost by reason of the failure of the employer to supply the label to the workers for sewing into hats under then existing authorization from the Millinery Stabilization Commission, Inc.

99. Union Requires Members To Use Label After Permission Granted

The society warrants and covenants that it owns and controls a membership stamp or insignia. Permission will be granted by the society to affix said stamp or insignia to engraved rollers, if the employer at the time of granting such permission employs at least three members of the society representing three separate and independent branches of the society's craft classifications. Members of the society will be required to affix such stamp or insignia on every roller engraved in the shop of an employer after permission to do so has been granted.

The employer agrees that members of the society employed by it shall have the right to affix the stamp or insignia referred to in the preceding paragraph.

100. Rules for Attaching Union Label

The union label of the party of the second part shall be sewed on all garments either under the pocket, button, or buttonhole plaits by machine stitching.

101. Use of Shop Card Required

The employer shall at all times display on his premises, the union sign, this sign shall remain the property of the union and shall be returned to union upon requests.

102. Shop Card Withdrawn if Agreement Violated

There shall be no retailing, wholesaling, preparing, or deliveries of meats, fish, or poultry before the hours of 9 a. m. and after 6 p. m. by any market employer or employee, and in case any employer violates this section, no member of the union will be permitted to work for such employer, nor shall said employer be allowed to display a union market card of this union in his market.

Pledges Against Discrimination and Coercion

Numerous agreements contain employer pledges not to interfere with an employee's legal rights to join the union and not to discriminate against him because of union membership or activity. In turn, the union pledges not to discriminate against a nonunion worker and not to intimidate or coerce him into joining or remaining in the union.

Sometimes one or both parties agree not to discriminate against any employee because of race, creed, color, sex, marital status, national origin, or political beliefs.

Whether tied to union membership or to other factors, the "no discrimination" clause may simply ban all types of discrimination or it may list specific types of discrimination, such as in hiring, training, upgrading, promotion, transfer, lay-off, discipline, or employee benefits.

Both parties may mutually pledge not to take part in any public demonstrations or issue publicity which would be harmful to peaceful industrial relations.

103. *No Discrimination or Coercion Because of Membership or Nonmembership in Union*

Any and all employees shall have the right to join or not to join the union, as they individually prefer, it being agreed that there shall be no discrimination for or against any employee on account of membership in the union, or interference with any employee in joining or desiring to join the union. And, likewise, that no employee shall be discriminated against for nonmembership in the union, and that neither the union nor any employee shall attempt to coerce any employee of the company into joining the union against his will, or interfering with him in any way because of failure or refusal on his part to join the union.

104. *No Discrimination or Coercion Because of Union Membership Nor Interference With Employee's Right to Join Union*

The [union] is herewith recognized as the sole collective bargaining agency for those employees who are members thereof. The company recognizes the right of their employees to be members of the [union] and there shall be no discrimination by foremen, superintendents, or any other person in the employ of the company against any employee because of membership in the [union]. Members of the [union] shall be free from interference, restraint or coercion on the part of the company or agents thereof. No official of the company or agent will in any way interfere with the right of employees to become members of the [union].

105. *No Discrimination Because of Membership or "Proper" Activity in Union*

The company agrees there shall be no discrimination against any employee because of his or her membership or proper activity in the union.

106. *No Discrimination Because of Membership in Any Church, Society, Fraternity, or Union*

There will be no discrimination against any applicant for employment or against any employee in regard to promotion, discharge, suspension, lay-off, or sickness, accident, insurance and pension benefits, on account of membership, or nonmembership in any church, society, fraternity, or labor union, or on account of any activity taken in good faith in his capacity as a representative of other employees.

107. *No Discrimination Because of Sex, Race, Creed, Color, National Origin, or Political Affiliation*

The company will continue its present policy of nondiscrimination with respect to sex, race, creed, color, national origin, or political affiliation.

108. *No Discrimination for Political Belief, Except Support of Organization Advocating Overthrow of Government*

The parties to this agreement further agree that political beliefs are the right of individuals. Except, however, that membership in any organization or group, or an affiliation with such an organization or group, or the contribution of support of any kind to an organization or group that believes in or teaches the overthrow of the government by force, threat, illegal means, or unconstitutional methods, shall be subject to investigation, and upon proof of this charge, discharged from employment by the company.

109. *No Discrimination Except as Provided by Federal Laws*

The provisions of this contract shall apply to all employees without discrimination on account of race, color, national origin, or creed, except as provided by Federal laws, rules, and regulations.

110. *Ban on General and Specific Types of Discrimination Because of Union Membership or Activity*

No employees shall be discriminated against or jeopardized in seniority standing or suffer any loss of employment on account of membership or activity in the union unless such activity is in direct violation of the company rules or this agreement.

111. *No Discriminatory Transfers*

No transfer shall be made for the purpose of discrimination against any employee.

112. *Action Will Be Taken Against Anyone Discriminating Because of Union Membership*

The company will not interfere with the rights of its employees to become members of any union. There will be no discrimination by the company, its supervisors and foremen, or any one in the employment of the company against any employee because of membership in the union. This rule will be strictly enforced and appropriate action will be taken against anyone disregarding it.

113. *Mutual Noncoercion, No-Discrimination Clause*

The individual employee shall be the sole judge of whether or not to become a member of the union. Neither the employer nor the union will in any way interfere with, discriminate against, or coerce any employee because he is or is not a member of the union.

114. *Joint Pledge Against Specific Types of Discrimination Because of Race, Creed, Color, National Original, Political Affiliation, Sex, or Marital Status*

The company and the union agree that they will not discriminate in the hiring of employees or in their training, upgrading, promotion, transfer, lay-off, discipline, discharge, or otherwise because of race, creed, color, national origin, political affiliation, sex, or marital status.

115. *Union Will Not Discriminate in Accepting Members Because of Specified Factors*

The union agrees that it shall accept into membership all employees who, because of their occupational classification, are eligible for membership into the union, and that it shall not discriminate in this regard against any employee otherwise eligible for membership because of sex, creed, color, national origin, or previous employment.

116. *No Intimidation or Coercion by Union*

The union agrees that neither the union nor any of its members or agents will intimidate or coerce employees of the employer.

117. *No Coercion to Force Employees To Join Union. Alleged Violation Handled as Grievance*

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 em-

ployee affected by this clause has been deprived of good standing in any way contrary to the constitution and bylaws of the union) this dispute shall be regarded as a grievance and submitted to the grievance machinery and, if necessary, to the final determination of an impartial arbiter. The agency for the arbitration of disputes shall be the American Arbitration Association.

118. *No Picketing To Force Union Membership; No Employer Action To Discourage Membership*

During the term of this agreement neither the union nor any representative, agent, or member of the union shall picket any building adhering to this agreement to persuade any nonmember to join the union or for any other purpose; nor shall they use threats or intimidation to persuade any nonmember to join the union. The employers agree to raise no objection to union membership on the part of their employees nor take any action that would cause their employees not to become or remain members of the union.

119. *Union Not To Issue Inflammatory or Libelous Statements Against Employer*

The union agrees that its president shall assume responsibility for approving all literature that may be distributed or statements attributed to it in publications. If any inflammatory or libelous literature concerning the — Co., and/or its officers are distributed by the union to — employees or the public the union president may be held responsible for such statements and shall, upon proof thereof, be immediately suspended from the union, as provided by the constitution of the union. Any dispute arising as to proof thereof shall be referred to arbitration as provided in article — of this agreement.

120. *Company May Discipline for Union Coercion*

The union, its officers, members, or persons employed directly or indirectly by it, will not intimidate or coerce any employee in any manner or at any time or engage in any other union activities, except as specifically provided in this agreement, on company time or property. The company may take disciplinary action for any violation of this provision through grievance procedure.

121. *Nepotism Prohibited in Hiring*

The company agrees to enjoin all supervisory employees who have the right to hire or recommend for hiring, from hiring any of their near relatives such as father, mother, brother, sister, son, or daughter, to any position of employment in which the hiring or recommending supervisor has supervisory rights.

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