

COLLECTIVE BARGAINING PROVISIONS

Grievance and Arbitration Provisions

Bulletin 908-16

UNITED STATES DEPARTMENT OF LABOR

Maurice J. Tobin, *Secretary*

BUREAU OF LABOR STATISTICS

Ewan Clague, *Commissioner*



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Letter of Transmittal

UNITED STATES DEPARTMENT OF LABOR,
BUREAU OF LABOR STATISTICS,
Washington, D. C., April 5, 1950.

The SECRETARY OF LABOR:

I have the honor to transmit herewith the sixteenth bulletin in the series on collective bargaining provisions. The bulletin deals with adjustment of grievances and arbitration, and is based on an examination of collective bargaining agreements on file in the Bureau. This bulletin was prepared in the Bureau's Division of Industrial Relations by and under the direction of Abraham Weiss and by James C. Nix.

EWAN CLAGUE, *Commissioner.*

Hon. MAURICE J. TOBIN,
Secretary of Labor.

II

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 Associations 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 the adjustment of grievances and arbitration provisions, is the sixteenth 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.
- No. 908-12 Union and Management Functions, Rights, and Re-
sponsibilities.
- No. 908-13 Strikes and Lock-Outs; Contract Enforcement.
- No. 908-14 Safety, Health, and Sanitation.
- No. 908-15 Guaranteed Employment and Wage Plans.

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Collective Bargaining Provisions

Grievance and Arbitration Provisions

Introduction

In the day-to-day operations of a plant, involving hundreds and sometimes thousands of workers, problems are bound to arise which affect labor-management relations and the application or interpretation of the terms of the union agreement. They may deal with the procedure of making time studies, the assignment of jobs, disciplinary action, the fairness of transfers and promotions, and other matters involving individual workers or groups and whole departments. Sometimes situations develop which were not foreseen when the agreement was negotiated and for which the agreement has made no provision; occasionally the terms themselves are ambiguous. There are, in fact, few matters contained in labor agreements, and few aspects of the employer-employee relationship which may not, at one time or another, provide the basis for a controversy.

Because of the wide range of potential misunderstandings, practically all collective bargaining agreements set up some sort of grievance adjustment machinery to insure smooth and uninterrupted operations of the plant under the agreement. The grievance machinery exists to interpret and apply the agreement clauses and give realistic and practical significance to many of its provisions. It is the medium through which employees may protest any alleged or real injustices caused by management in exercising its functions.

The grievance machinery has variable functions, depending on the scope and limitations on its use prescribed in the agreement. Its function may be restricted to fact finding in those instances where the dispute centers about the presence or absence of certain facts. Was the discharge for a justified cause? Is an employee qualified to fill a certain position? Was the job done in a workmanlike manner?

It may have a judicial or interpretive function particularly when the dispute arises from the agreement itself and involves the interpretation, application, or enforcement of the agreement terms. Does

the seniority clause provide for plant-wide, or departmental seniority? When overtime is permitted "in an emergency," do rush orders constitute emergencies? The line between fact finding and interpretation is not always clear and, even where clear, both aspects may be involved in a dispute.

Insofar as the grievance procedure results in the creation of rules and regulations to cover a situation not foreseen by the parties at the time the agreement was negotiated, its function is also legislative or law-creating. There is a legislative implication in the joint preparation of rules and regulations which are provided for in some agreements, to implement and make workable certain provisions accepted in principle by both parties, but not sufficiently amplified for application.

Grievance procedures are essentially devices for maintaining peace and orderly operations in the plant. They constitute explicit recognition by labor and management of the need for replacing unrest and dissatisfaction, which may arise during the life of the contract, with an agreed-upon framework for handling and disposing of problems arising in the day-to-day relationships between the management and workers.

As experience in most plants has proven, the most important element in the successful adjustment of plant problems is a wholesome attitude of the parties to the agreement and to each other—good faith and confidence in each other, a cooperative spirit, and mutual respect. Nevertheless, the procedure itself is an important factor in the maintenance of harmonious relations and a safeguard against possible work disruptions. A good procedure promotes the development of good relations even though it does not in itself insure successful adjustment. A poor procedure is a stumbling block in the way of good relations, since it focuses disagreement over the procedure itself rather than over the problem.

The method of using the procedure is that of presenting an issue to successively higher levels of management until it is adjusted, is referred to arbitration, or settled by some other means. It is understood, or explicitly stated, that strikes and lock-outs are to be used only after all other steps provided for the adjustment of the dispute have failed.

Except for a few industries or trades which have developed their own unique practices, there exists a basic pattern underlying the procedure for adjusting disputes in most plants.

The first stage in the adjustment process is the crystallization of a specific grievance and its presentation to a representative of the employer. There are several alternative methods by which the complaint may be presented—by the aggrieved worker himself, by a union

representative working in the plant who has this specific assignment, or by a union representative not employed in the plant, as for example, the union business agent. The first-stage representative of the company in almost every case is the foreman.

The second stage, if the complaint has not been satisfactorily adjusted in the first instance, consists of one or more negotiations on the part of union representatives with successively higher levels of management. In those agreements made between a union and an association of employers, rather than an individual company, the hierarchy of appeals usually includes negotiations with officers of the association.

A succeeding stage is mediation. Some agreements provide that on the failure of the parties to reach a settlement by direct negotiations, an outside agency, such as the Federal Mediation and Conciliation Service, shall be requested to mediate the dispute.

The last stage is arbitration by an impartial arbitrator or arbitrators (or a bipartisan board with an impartial chairman).¹

Depending upon the character of the industry, as well as the bargaining tradition of the union, appeal of a foreman's decision on a grievance to the higher company officials may be handled by the officers of the local union with or without the active participation of regional or international union officers in the final stages of negotiations. Locals organized on a city-wide basis, or including many small shops or work places in a given area, ordinarily settle their grievances without reference to their international officers, the business agents dealing with the designated officials of the companies.

On the other hand, unions bargaining with large industrial corporations often delegate the higher stages of grievance appeals to their regional or international representatives in order to take advantage of the more skillful bargaining ability of the higher union officials. Also, when a grievance case reaches the highest company officials, the decision may involve an important principle of union-management relations, applicable to more locals than the one originally involved in the dispute.

The employee's immediate supervisor is ordinarily the first representative of management to whom a grievance is presented. In small establishments, the owner himself may handle the initial complaint; in large individual concerns the foreman, the department superintendent, division superintendent, and the plant manager may take their turn in dealing with the union. Personal or labor relations officers, where these are employed, usually take an active part when appeal is taken beyond the foreman, although in some instances the personnel

¹ See p. 81, *Arbitration*.

officer is involved only after negotiations with the departmental officials have failed to secure a settlement.

In a number of industries, agreements are made with associations of employers which are city-wide, regional, or Nation-wide in scope. Although these associations at times serve solely for the purpose of negotiating new agreements, they may also act as enforcement agencies, in which case the association officials help to settle disputes which arise between the union and any employer who is a member of the association.

Establishment of any grievance procedure entails agreement on the following basic points:

1. *Definition of grievance.*—Some contracts open the machinery to any dispute, while others limit it to interpretations and applications of the agreement.

2. *Representation on grievances.*—This includes the step in the procedure at which the employee may call on the union to represent him, the manner of initiating a grievance, the method of selecting representatives, the functions of such representatives, limitations on the number of union representatives who are permitted to handle grievances, limitations on their activity, special protection and privileges for representatives, and compensation for grievance work.

3. *Appeals procedure.*—This includes the establishment of the procedures to be followed in case the grievance is not disposed of at the first instance; identification of the union and management representatives involved in each step; and the setting of time limits at the various steps, including a limitation of the retroactive date beyond which grievance adjustments shall be inapplicable.

4. *Arbitration.*—Included are definitions of the scope of arbitration, which is sometimes narrower than the area covered by the rest of the grievance machinery; the method of invoking arbitration; the selection of the arbitrator; reference to a permanent arbitrator if the parties agree to have one; the rules of arbitration procedure; and the expenses of arbitration.

Adjustment of Grievances

GENERAL PROVISIONS

Grievance procedures are often prefaced by a mutual union-management pledge not to use any means other than the grievance and arbitration procedure for the settlement of disputes; if arbitration is not provided by the agreement, the parties may pledge to refrain from strikes and lock-outs until the grievance procedure has been exhausted (see also Bulletin No. 908-13: Strikes and Lock-Outs; Contract Enforcement). The parties may also promise to keep the procedure free of unmeritorious grievances, to cooperate in prompt handling of grievances, and to furnish all information necessary to the understanding of grievances. Employer discrimination against employees who present grievances is frequently prohibited.

Grievance settlements arrived at by union and management representatives through the grievance procedure are usually binding on all parties concerned, although some agreements specify that a settlement is not binding if it is contrary to the terms of the agreement.

A few agreements require the employer and union to prepare jointly a manual for the guidance of their respective representatives in the correct handling of grievances.

1. Neither Party To Use Any Means Other Than Grievance Procedure To Settle Disputes

Inasmuch as a grievance procedure has been provided for, neither the company nor the union will use any other means to settle a dispute or grievance.

2. Parties To Attempt To Adjust Disputes by Negotiation Rather Than Resort to Arbitration

It is the intent of both parties to adjust all matters that may be in dispute, during the life of this agreement, by direct negotiations between the parties and/or between the representatives of the union and the representatives of the association, rather than resorting to arbitration by outside persons.

3. No Strike or Lock-Out Pending Exhaustion of Grievance Procedure

There shall be no deliberate slow-down or stoppage of work including strikes or lock-outs until the grievance procedure herein provided for has been completely exhausted.

4. Employer To Furnish All Information Necessary to Understanding of Grievances; Employees and Their Representatives To Cooperate in Prompt Handling of Grievances

In all cases of grievances presented under article — the company will furnish to the representative of the employe and/or board of review, all information in its possession necessary to a full understanding of the subject matter of the

complaint, and in like manner the employees and their representatives will cooperate with the company to facilitate the prompt handling of grievances under this article.

5. *Employer To Cooperate With Union in Investigation of Grievances*

The company recognizes the right of the union to investigate the circumstances surrounding any grievance, and agrees to cooperate with the union in such investigations.

6. *Time-Study Data Made Available in Adjusting Grievances Involving Rates; Union Representative May Observe Retiming of Job*

In the case of grievances regarding rates the time study or calculation sheet, or the standard rate data, shall be produced for the examination of the aggrieved party, or the department steward, or the grievance committee, in step 2 or step 3 of the grievance procedure, as outlined in article X of this contract. In order to assist in the settlement of such a grievance the union incentive plan committee may be asked to provide an observer for the restudying and retiming of the job on which the grievance is based.

7. *Joint Pledge To Keep Procedure Free of Unmeritorious Grievances*

The parties shall make a sincere and determined effort to settle meritorious grievances in the voluntary steps of the grievance procedure and to keep the procedure free of unmeritorious grievances.

8. *No Discrimination Against Employee Because of Presentation of Grievance*

No employee shall be discriminated against by reason of making a complaint or filing a grievance asserting any violation of this agreement.

9. *Settlement at Any Stage of Procedure Final and Binding on All Parties*

When a settlement is arrived at, at any stage of these procedures, such a decision shall be final and binding on all parties.

10. *Settlement Between Plant Committee and Employer Not Binding if Contrary to Terms of Agreement*

No agreement or understanding entered into between the plant committee and the employer shall be binding or enforceable if contrary to the terms and provisions of this agreement.

11. *Decision on Any Grievance Not To Be a Binding Precedent for Other Grievances*

A final decision made at any step shall apply to that grievance only and shall not become binding precedent in handling other grievances.

12. *Cases Pending at Last Step of Grievance Procedure To Be Settled Regardless of Termination of Agreement*

It is agreed that in the event of the termination of this agreement while any case appealed to the joint relations board [last step of grievance procedure] is pending, the board shall conclude the case and its decision shall be binding on the parties, notwithstanding the termination of the agreement prior to such decision.

13. *Company and Union To Prepare Jointly a Manual on Correct Handling of Grievances*

The union and the company, jointly, will prepare a manual on the correct handling of grievance matters for distribution to those handling such matters.

This manual, among other things, will cover the following points: (1) organization of the grievance structure, with emphasis on the persons responsible for handling grievances at each level, the limits of their authority, etc.; (2) recognition of grievances, difference between real grievances and other matters which do not belong in the grievance structure; and (3) steps in processing a real grievance, detailed from the time the grievance originates until it is disposed of at the third level.

DEFINITION OF GRIEVANCE

What matters may be taken up through the grievance procedure? Some agreements carefully provide a boundary-line definition of what is to be regarded as a grievance; others note without elaboration that any "grievance" or "complaint" may be taken up.

The usual form of boundary-line definition limits use of the procedure to either (1) matters under the agreement, (2) matters of interpretation or application of the agreement, or (3) matters of wages, hours, or working conditions, or any combination of the three.

Many contracts, on the other hand, do not clearly define nor enumerate those actions which are to be regarded as grievances, but rather, in a general and loose clause, discuss the manner in which "grievances" should be settled.

Grievances subject to the grievance procedure have generally been limited to the interpretation and application of the agreement between the parties. Implicit in most agreements and explicitly expressed in some is the understanding that disputes involving changes in contract provisions are not subject to the grievance procedure; the procedure applies solely to matters arising under and within the framework of the agreement.

Specific issues—both wage and nonwage in character—are often named as subject to the grievance procedure. Included are such issues as disciplinary action and discharge; rates on new jobs; the setting of rates for piece-rate or incentive workers; retiming and rerating incentive rates; claims of wage inequalities; equal pay for equal work; job classification; work load disputes; increases under a merit or automatic wage progression plan; the application of seniority to promotion, transfer, lay-off, and recall to work; everyday working conditions and rules; etc.

Among the types of disputes specifically excluded from the grievance procedure are those involving changes in agreement terms (amendment or modification of the contract), general wage changes, discharge of probationary employees, promotions to supervisory positions, and certain management functions.

Clauses defining grievances sometimes make a distinction between those involving the union as such and those involving individual employees. The procedures for handling these two categories of

grievances are sometimes different. (See Steps of Grievance Procedures, p. 22).

14. *Grievance Is Any Dispute Between Employer and Employee or Union*

Any dispute, disagreement, or difference arising between any employee or the union and the company may be presented as a grievance.

15. *Any Dispute Regarding Meaning or Application of Agreement*

Any dispute as to the meaning or application of any provision of this agreement shall constitute a grievance.

16. *Any Dispute Regarding Interpretation, Application, or Violation of Agreement*

Should any grievances arise over the interpretation, application, or alleged violation of any of the provisions of this agreement, the grievances shall be processed by the following grievance procedure.

17. *Any Difference Between Employer and Employee Involving Interpretation or Application of Agreement or Any Matter Directly Affecting Employee's Hours, Wages, or Working Conditions*

A grievance is defined to be any difference between the employer and any employee or employees covered by this agreement as to any matter involving the interpretation or application of any provision of this agreement, or any matter directly affecting the employee in respect to hours of work, wages, or working conditions.

18. *Any Dispute Between Company and Union, Involving Hours, Wages, and Working Conditions.*

A grievance is defined to be any controversy, dispute, or difference between the company and the union, involving hours of labor, wages, and working conditions.

19. *Any Matter of Dissatisfaction Which Does Not Involve the Relationship Between Company and Employees in General, or a Modification of the Contract*

As used in this contract, the word "grievance" means any matter of dissatisfaction on the part of an employee or employees or the company which does not involve the relationship between the company and employees in general or does not involve a modification of this contract.

20. *Matters Not Specifically Covered by Agreement Subject to Grievance Procedure*

All disputes and grievances which arise under this agreement as well as those on matters not specifically covered by this agreement shall be promptly and peaceably settled and resolved as follows:

21. *Any Complaint Which Employee and Foreman Cannot Settle Constitutes a Grievance*

Any employee who has a complaint may discuss the alleged complaint with his foreman in an attempt to settle it. Any complaint not so settled shall constitute a grievance within the meaning of this article, "Adjustment of Grievances."

22. *Grievances Include Local Trouble of Any Kind in the Plant*

Should differences arise between the company and the union, or its members employed by the company, or should any local trouble of any kind arise in the plant, such grievance shall be reported by the employee or the union directly to the foreman in charge.

23. *Conditions Which Committeeman Believes Will Give Rise to Grievances May Be Brought Up Through Grievance Procedure*

All disputes involving compliance with or interpretation of, or application of this contract, and complaints or grievances arising between employees and representatives of the company, including conditions which a grievance committeeman certifies, in his judgment, will give rise to a grievance, hereinafter referred to as an anticipatory grievance, shall be handled in the following manner.

24. *Disputes Regarding Wages, Hours, Working Conditions, Lay-Offs, or Discharges Subject to Grievance Procedure*

Whenever any dispute or misunderstanding arises as to wages, hours, working conditions, lay-offs, or discharges of individual employees affected by this agreement, such disputes or misunderstanding shall be considered as grievances and shall be handled in the following manner.

25. *Hours, Wages, Piece Rates, and Vacations Subject to Grievance Procedure*

Hours of work, wages, piece rates, vacations with pay shall be subject to the regular grievance procedure.

26. *Discharge or Suspension Subject to Grievance Procedure*

In the event an employee shall be discharged or suspended by the company, and he believes he has been unjustly dealt with, such discharge or suspension shall constitute a grievance.

27. *Interpretation or Violation of Shop Rules Subject to Grievance Procedure*

A grievance is defined to be any difference that may arise between the parties hereto, or between the company and an employee covered by this agreement as to:

(a) Any matter relative to wages, hours of work, or working conditions not covered by this agreement.

(b) Any matter involving the interpretation or violation of any of the provisions of this agreement.

(c) Any matter involving the interpretation or violation of shop rules and regulations.

28. *Transfer and Promotion Subject to Grievance Procedure*

Each plant shall prepare at monthly intervals and have available a list of transfers and promotions of employees to whom this agreement applies, working in that plant. Any complaints arising from any such transfer or promotion shall be handled in the manner hereinabove set forth for the settlement of complaints.

29. *Promotion, Rehiring, and Lay-Off Subject to Grievance Procedure*

If the union does not agree on an employee or employees to be promoted, rehired, or laid off, these cases to be submitted to the joint grievance committee.

30. *Inequalities in Rates Subject to Grievance Procedure; President of Company and District Director of Union To Attempt Personally To Adjust Rate Grievance Before Invoking Arbitration*

It is agreed that any claim of alleged inequalities as to day rates, base rates, or piecework rates, prevailing between comparable individual jobs in the plant that may arise from changes and conditions in the plant, occurring subsequent to the date of this agreement shall be considered a request for a rate review which shall be subject to the grievance procedure. Before arbitration is invoked in the settlement of such a rate grievance, an effort shall be made between the presi-

dent of the company, or his designated representative, and the district director of the union, or his designated representative, to personally reconcile such issue.

31. *Established Piece Rates Subject to Grievance Procedure*

Either the union or the employer may institute a grievance concerning any established piece rate.

32. *Work Load Assignments Subject to Grievance Procedure*

The union or any employee aggrieved by an action taken by the company under section — hereof (Work Load Assignments) may file a grievance in the same manner as outlined in paragraph — of this section, within ten (10) days of the expiration of the test or trial period. A copy of said grievance shall be served upon the company and if served at least 48 hours prior to the next regular grievance discussion day shall be handled on that date.

33. *Disputes Regarding Coercion of Employees Into Union Membership or Loss of Good Standing in Union Are Subject to Grievance Procedure*

The union agrees that neither it nor any of its officers or members will intimidate or coerce employees into membership in the union. If any dispute arises (as to whether there has been any violation of this pledge or whether any employee affected by this clause has been deprived of good standing in any way contrary to the constitution and bylaws of the union), the dispute shall be regarded as a grievance and submitted to the grievance procedure provided by this contract. The decision finally rendered shall be binding upon the union, the employee, and the company.

34. *Employee and Union Grievances Defined. Question of Whether a Particular Dispute Is a Grievance May Be Determined Through Grievance Procedure*

1. A grievance of employee shall be a claim, as to named employees, either

(a) that a specified provision of this contract has been violated as to them by the management to their detriment or disadvantage, or

(b) that the management has interpreted and applied a specified provision of this contract erroneously, arbitrarily, or unfairly to their detriment or disadvantage, or

(c) that they have been discriminated against or treated unfairly or arbitrarily by the management by any action taken in the exercise of any of its rights or powers, or

(d) that the reason for the discharge, release, suspension, lay-off or relief from duty of any employee is insufficient or unreasonable.

2. A grievance of the union shall consist of a claim or charge by the union that, to the prejudice of the union, a specified provision of this contract, involving the status, right, privileges, or duties of the union as an organization, has been either (a) violated by the management, or (b) erroneously or arbitrarily interpreted and applied by the management.

3. Changes in general business practice, the manner of operating units of the business, the control and direction of working forces, the selection of personnel (subject, however, to the specific provisions as to seniority and for the various preferences), the performance of the — company's public obligations as a regulated public utility, and other business and operating questions, shall not give rise to a grievance of employees or of the union, except under circumstances which bring them within the scope of subparagraphs (1) or (2) above.

4. If a question arises as to whether or not a particular claim of grievance is a grievance defined in this article, the question may be taken up through the grievance procedures herein provided for, and may be submitted to a board of review and to arbitration if need be, at the instance of either party.

35. *Grievances Divided Into General Plant Grievances and Individual or Group Grievances*

Grievances are divided into two kinds: General plant grievances and individual or group grievances.

A. A general plant grievance is one that affects all or substantially all employees in the plant, or one that affects the company, its supervisory personnel, or its production.

B. Any other grievance shall be treated as an individual or group grievance.

36. *Association Agreement: Disputes Between Union and Association, or Their Members, Subject to Grievance Procedure*

All complaints, disputes, or grievances arising between the parties hereto involving questions of interpretation or application of any clause of this agreement, or any acts, conduct, or relations between the parties hereto, or their respective members, directly or indirectly, shall be submitted in writing by the party hereto claiming to be aggrieved to the other party hereto.

37. *Term "Grievance" To Be Broadly Construed*

The word "grievance" shall, for the purposes of this section, be broadly construed. Any discharge is a grievance.

38. *Grievance Machinery May Not Be Used To Revise the Agreement*

A grievance is defined to be any controversy between the parties or between the company and employees covered by this agreement (1) as to any matter relating to working conditions or wage rates, not specifically covered by this agreement; and (2) any matter involving the interpretation, application, or violation of any provision of this agreement. The grievance machinery may not be used to obtain a revision of, or addition to, the existing contract.

39. *General Subject of Wages, Hours, and Working Conditions Not To Be Considered a Grievance*

General subject of wages, hours, and working conditions shall not be the basis for grievance within the meaning hereof.

40. *General Subject of Wages, Hours, and Working Conditions Not a Grievance Except So Far As Application Makes It a Matter of Direct Concern to Individuals*

Any individual employee or group of employees shall have the right at any time to present complaints to the company. The general subject of wages, hours, and working conditions, so far as covered by this agreement, shall not be considered a complaint within the meaning hereof except so far as the applicability thereof to a particular case may make it a matter of direct individual concern to the employee or employees asserting the same.

41. *Exclusion of Contract Changes and General Wage Changes*

A grievance, within the meaning of the grievance procedure, shall consist only of disputes about the interpretation and application of particular clauses in this contract, about alleged violations of this contract, unjust discharges and suspensions from work, and shall not include negotiations as to changes in the contract or negotiations concerning general changes in wages.

42. *Exclusion of Specified Management Functions*

Those matters, which under the general descriptive title of grievances, are subject to the adjustment procedure including arbitration, provided by this article, are the following:

Such disputes or differences which arise out of any question relating to the interpretation, application, performance or breach of this agreement, but shall not include any matters of general management questions, management policy, business methods, processing, installations and use of machinery and equipment, increase and decrease of working force, promotions, transfers, demotions, limitations of any kind or nature on decisions or practices of the company having any bearing whatever on questions of its products, or claims of improper discipline or discharge, except as provided in article — (Discharges) hereof.

43. *Discipline for Intoxication or Disobedience of Safety Rules Not Subject to Grievance Procedure, Except as to the Fact*

It is agreed that discharge, suspension, or disciplining of any employee for intoxication or wilful disobedience of safety laws, State mining laws, or safety rules and regulations promulgated by the company shall not be the subject of a grievance, except as to the fact.

44. *Discipline or Discharge During First 30 Days of Employment Not Subject to Grievance Procedure*

During the first thirty (30) days' employment, no new employee shall have recourse to the grievance machinery of this agreement in the event of discipline or discharge by the employer. The period of the first six (6) months shall be a probationary period, during which time such new employees will be released if found unsuitable. This may constitute a case arising under the grievance procedure.

PRESENTATION OF GRIEVANCE

There is a sharp difference of opinion over the employee's right to initiate his complaint personally, without union participation at the first step.

Unions generally prefer to have their representatives handle grievances from the beginning in order to insure uniform enforcement and equitable administration of the contract. They discourage personal favoritism and bargaining on an individual basis between employee and foreman. They also reason that their representatives are better qualified to process complaints and obtain a favorable settlement, and that the union should have an opportunity to screen complaints without merit, thus saving time.

On the other hand, individual employees sometimes feel that they can make a better presentation of their own grievances and prefer to deal directly with their foreman. Many management officials also prefer direct contact between employee and foreman and, therefore, the absence of union representatives at the first step. They agree that management must keep its lines of communication open to the workers. They also maintain that settlement of grievances, particularly minor adjustments, such as pay-roll adjustments, is more expeditious and involves fewer people if complaints are handled by the worker himself with the foreman.

The National Labor Relations (Wagner) Act stated that any individual or group of individuals had the right to present grievances

to their employer. To this right, the Labor Management Relations (Taft-Hartley) Act of 1947 added the right to have such grievances adjusted without union "intervention" provided the settlement is not contrary to the terms of the collective bargaining agreement and the union is given an opportunity to be present at the settlement.

A number of agreements contain some specific clause on this point, either quoting the law or using similar language. Some merely refer to this section of the act.

Some agreements require that the employee personally take up his complaint with the foreman at the first step. More frequently, however, he is allowed the option of union assistance, i. e., he may be accompanied by a union representative or have the representative present the grievance for him. In others, the employee and the union representative are required to act together.

Some agreements stipulate that if the employee elects to have the union handle his grievance, the employer will not discuss it with him in the absence of union representatives. A few agreements specify that neither the union nor any other employee will be affected by any settlement which an individual employee may make if he elects to handle his own case.

The union may usually present grievances on its own initiative, without having received a request from individual employees, if the grievance involves more than one employee or the union as such. Many agreements also specify that management may initiate grievances against the union or individual employees. Grievances of a general nature and those submitted by management are often initiated at an advanced stage of the procedure (See Steps of Grievance Procedures, p. 22).

Various procedural restrictions on the presentation of grievances are imposed by some agreements; for instance, the number of employees who may confer with the foreman at any one time may be limited, or the grievance may be presented only at times when it would not interfere with production. Repeated presentation of the same grievance, after it has been settled once, may be explicitly banned.

45. Employee Presents Grievance

The employee will take up his grievance with his foreman.

46. Employee To Present Grievance Either to Foreman or Committeeman

An employee having a grievance shall present it in the first instance either to his foreman or to his district committeeman. The district committeeman shall present grievances referred to him to the employee's foreman for negotiations and disposition.

47. Personal Presentation of Grievance by Employee Considered Preferable but Employee Has Option of Union Assistance

Any employee having a complaint shall first take up the matter with (1) shift or department foreman of the department either personally or (2) in company

with an accredited department representative or (3) through the union's accredited department representatives. Both parties agree that it is preferable that the complaint first be taken up with the foreman personally, by the complainant.

48. *Presentation by Steward*

An aggrieved employee shall refer his grievance to the department steward, who shall take it up with the foreman of the department involved, who shall give his answer not later than the next working day.

49. *Presentation by Employee and Steward*

An employee with a grievance shall first bring the grievance to his department steward. Together they shall present the grievance to the foreman, and make every reasonable effort to effect a satisfactory informal adjustment.

50. *Presentation by Employee or Steward or Both. Steward Must Be Present if Grievance Involves Collective Bargaining Matters*

All grievances of the employees shall be presented in the first instance to the immediate supervision of the department involved by the employee, or his department steward, or both. In the event the grievance involves collective bargaining matters the steward of the department will be called in before bargaining with the object of settlement takes place.

51. *Employee Must Be Present at Discussion of Grievance With Foreman but May Be Accompanied by Steward*

The employee who has an individual complaint shall go to his foreman. Upon his request he may be accompanied by the departmental steward, but the employee shall be present during the discussion of the complaint with the foreman.

52. *Employee Working Where His Steward Is Not Immediately Available May Have Another Steward Handle Grievance*

Should an employee have a grievance while engaged in company work outside of the plant where the department steward would not be immediately available, such grievance may be presented to or through another shop steward able and willing to handle the grievance for him.

53. *Foreman To Call Steward if Requested To Do So by Employee*

An employee having a grievance may, either alone, or in company with, or through his or her department steward, take up the grievance with the foreman of the department. An employee who wishes to leave his work for the purpose of presenting a grievance shall go to the foreman of his department and either present it or request that the steward for the department be called, in which event the foreman shall call the steward.

54. *Committeeman Having Grievance in Connection With His Own Work May Request Assistance of Another Committeeman*

Any committeeman having an individual grievance in connection with his own work may ask for a member of the shop committee to assist him in adjusting the grievance with the foreman.

55. *Union Committee May Present Grievance on Own Initiative Without Request From Employee*

The grievance committee may present any dispute or grievance to the management of the company at any time upon its own initiative and without having received any grievance from any employee. The management may present any grievance to the grievance committee at any time.

56. *Grievances of Individual Employees Presented by Employee and/or Steward to Foreman; Union Grievances Presented by Committee to Company Representative Authorized To Settle Such Grievances*

In the event that any dispute, difference, or grievance between an employee and the company shall arise, such dispute, difference, and grievance shall be settled in the following manner:

The employee or the shop steward or both shall present the dispute, difference, or grievance for adjustment to the foreman.

All disputes, differences, or grievances that may arise between the union and the company shall be taken up between the members of the shop committee and a representative designated by the union and a person to whom authority for the settlement of such disputes, differences, or grievances is delegated by the company.

57. *Grievances Involving One or More Departments To Be Presented to Proper Foreman, Departmental Head, or Superintendent*

Grievance shall first be taken up by the employee or his union representative with the employee's immediate superior except in those cases where one or more departments of a plant are involved, in which cases the matter may be taken up first with the proper foreman, departmental head, or superintendent.

58. *Grievance Committee To Determine Whether Grievance Has Merit Before Submitting It*

If a majority of the shop committee feels that the grievance has merit, it shall be reduced to writing setting forth sufficient facts to clearly indicate the nature of the grievance involved and the date upon which it arose.

59. *Company May Initiate Grievances Against Union or Employees*

It is possible that the company may likewise have grievances against the union, some of its members, employees or groups of employees. If the company has any such grievances the same shall be reduced to writing and signed by an executive officer of the company, and served upon the chairman of the shop committee. Thereafter the shop committee and the company executive shall have a meeting to discuss and adjust such grievances. If such grievances are not adjusted, the same may be submitted to arbitration in the same manner that employee grievances may be submitted to arbitration.

RESTRICTIONS ON PRESENTATION OF GRIEVANCES

60. *Presentation of Grievance Not To Interfere With Work; Permission of Supervisor To Be Obtained if Company Time Used*

Presentation of grievances by a shop committeeman shall not be carried on during company time under any circumstances involving interference with work or production. In every case company time shall be used for such purpose only upon permission of the appropriate foreman or, in his absence, the ranking supervisory employee in immediate supervision of the work involved.

61. *Only Two Employees To Approach Foreman and For No More Than 10 Minutes*

* * * to the foreman by the employee with or without his room steward. Only two employees may approach the foreman during working hours and for no more than ten (10) minutes. Group operations will not be interfered with.

62. *Complaints Taken Up Only During Lunch Hours or After Working Hours*

Complaints shall be taken up only during lunch hours or after working hours.

63. One Year To Elapse Before Same Grievance Is Presented Again

Any grievance submitted and determined in accordance with the procedure outlined herein, shall not be submitted again within one (1) year from the date of its original submission.

ADJUSTMENT OF GRIEVANCES BY EMPLOYER WITH INDIVIDUAL EMPLOYEES**64. Employer Reserves Right To Discuss Grievances With Individual Employees in Accordance With Section 9 (a) of Labor Management Relations Act**

The employer, however, reserves the right to discuss grievances with any individual employee or group of employees, by virtue of the right granted such employee or group of employees in section 9 (a) of the Labor Management Relations Act, 1947.

65. Section 9 (a) of Labor Management Relations Act Incorporated in Contract. Company To Give Union Written Report on Nature and Settlement of Grievances Handled Outside Formal Grievance Procedure

Nothing in this section shall be construed as denying an employee his or her rights as set forth in section 9 (a) of the Labor Management Relations Act of 1947, which provides:

"Representatives designated or selected for the purpose of collective bargaining by the majority of the employees in a unit appropriate for such purposes, shall be the exclusive representatives of all the employees in such unit for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment: *Provided*, That any individual employee or a group of employees shall have the right at any time to present grievances to their employer and to have such grievances adjusted without the intervention of the bargaining representative, as long as the adjustment is not inconsistent with the terms of a collective bargaining contract or agreement then in effect: *Provided further*, That the bargaining representative has been given opportunity to be present at such adjustment."

The company shall furnish to the union a written report on the nature and settlement of any grievance handled outside the formal procedure outlined above, for the adjustment of grievances.

66. Ban on Bargaining Between Employer and Individual Employees Not To Be Construed To Deprive Individuals of Rights Specified by Labor Management Relations Act

The company agrees that it will not bargain with any individual or group of individuals other than representatives of the union on all matters regarding wages, hours, and working conditions, excepting personal matters and matters of ordinary shop routine. *Provided*, That nothing herein shall be construed to deprive any individual employee or a group of employees of the rights specified in the Labor Management Relations Act of 1947.

67. Employee May Take Up Grievance With Foreman, Superintendent, or Anyone Else in Management, or With Steward

The following is the procedure for adjusting grievances:

The aggrieved employee may take up his grievance directly with his foreman or superintendent or anyone else in the management, or, if he chooses, he may take it up through his departmental steward.

68. *Aggrieved Employee Present at All Meetings Regarding His Grievance*

The aggrieved employee shall be present at all meetings held to consider his grievance. If more than one employee is involved in any grievance, the aggrieved employees shall be represented at such meetings by a committee of two such employees.

69. *Steps and Time Limits of Regular Grievance Procedure Also Applicable to Individual Handling His Own Grievance. Union May Have Representative Present at All Steps Except First. Settlement With Individual Not Binding on Any Other Employee or Union*

Nothing herein shall preclude any employee from handling in person any matter that is a grievance under this agreement, it being understood, however, that any employee handling his own grievance shall present it at the various steps and within the time limits hereinbefore set forth [for grievances handled by union]. The corporation shall notify the union of any grievance presented by an employee at the second step of the grievance procedure, and the chief steward or other proper representative of the employee or employees shall have the right to be present when the grievance is disposed of at that or any subsequent step. No answer to such a grievance shall be binding upon any other employee, or upon the union.

70. *Union Has Right To Participate in Prosecution of All Grievances After First Step*

The union shall have the right to be present and to participate in the prosecution of all grievances after the first step in the grievance procedure outlined in this article.

71. *Employer To Consult Joint Grievance Committee Before Rendering Decision On Individual Grievance Which Involves Interpretation of Agreement*

Notwithstanding anything elsewhere contained in this agreement, any individual employee shall have the right at any time to present grievances to company: *Provided, however,* That as to any individual grievance which shall involve interpretation of this agreement, company shall not render a decision thereon without consulting with the joint grievance committee.

72. *On Collective Bargaining Matters Employer Not To Make Settlements With Individual Employees in Absence of Union Representatives*

The company will not adjust or settle with the individual employee in the absence of the union representatives, matters which properly should be the subject of collective bargaining.

73. *Union Notified of Grievance Presented by Individuals if Interpretation of Contract or Collective Bargaining Matters Are Involved*

The company will notify the union of any grievance presented by an individual employee without the department steward's participation, where such grievance involves an interpretation of this contract, or a matter properly the subject of collective bargaining.

74. *Company Must Notify Union of Action Taken on Individual Grievances Which Are Not of Routine Nature and Pertain to Provisions of the Agreement*

In the event an employee handles his complaint or grievance direct with the supervision, and his grievance is not of a routine nature and pertains to provisions in the union agreement, it shall be the company's responsibility to notify the union of the action taken.

75. After Grievance Has Been Referred to Union, Employer Not To Discuss Grievance With Individual Unless Union Representative Given Opportunity To Be Present

Nothing in this agreement shall be construed as restricting the rights of employees as individuals, to adjust grievances with the company through the regular channels of the company's administrative organization. The company agrees, however, that after a grievance has been referred to a union representative and such representative has dealt with a company representative with respect thereto, no company representative will discuss the matter with the employee or employees involved, unless a union representative is given an opportunity to be present at any such discussions or conferences.

76. Employee Involved in Grievance Not To Discuss With Employer His Grievance or Wages, Hours, or Other Conditions of Employment Unless Union Representative Present

No employee with respect to whom a grievance is pending shall be summoned to the office of any representative of the employer for the purpose of discussing the grievance or wages, hours, or other conditions of employment unless a representative of the union shall be present at such discussions.

77. If Individual Employee Participates in Discussion at Second or Third Step of Grievance Procedure, Department Steward Must Also Be Called Into Discussion

It is understood that the department steward, or the individual employee, having a grievance, or any employee designated as a member of a group having a grievance, may be asked to participate in the discussion of the grievance in step 2 or step 3 of the grievance procedure set forth in section — of this article. It is further understood that if an individual employee is asked to participate in the discussion of a grievance in step 2 or step 3 that the department steward must also be called into the discussion.

78. Foreman Not To Accept or Settle Grievance Unless Steward First Notified

No foreman shall accept or settle a grievance unless the steward of the department in which the grievance occurs is first notified.

79. Employer Not To Negotiate Grievances Directly With Employees

It is further agreed that no grievance shall be negotiated by the company's representatives directly with the employee or employees involved.

WRITTEN RECORD OF GRIEVANCES

In order to discourage petty complaints, establish the facts, and to keep the record straight, it is common to reduce the grievance to writing at some stage in the proceedings. Some agreements require that grievances be presented in writing at the first step; others at the second or third step; and still others call for the complaint to be put in writing only if it is appealed to the final step in the procedure. Many union and management officials prefer informal, oral discussion in the early stages of the procedure, with the grievance recorded in writing at the later steps so as to provide a basis for discussion by top union and management officials, to prevent misunderstanding as to the exact

point involved, and to insure that the grievance will not change form or be misinterpreted at the advanced stages of the procedure.

Some agreements specify that grievances be written on a particular form designed for that purpose; others outline what the written grievance must contain, i. e., a statement of the facts upon which it is based, the remedy or correction requested, and the section of the agreement relied upon or claimed to have been violated.

Not only the complaint, but also the settlement or disposition of the grievance may be required to be written out, in some instances at all steps of the procedure and in others only at the final step.

Some agreements provide that minutes of joint grievance meetings are to be in writing, copies to be given to the company and union and, in some instances, posted on bulletin boards for examination by the employees. Although the agreements rarely stipulate that the company shall provide such transcripts, it may nevertheless be customary and therefore not mentioned.

80. Grievance Presented in Writing, Signed by Employee and Steward

The grievance shall be specifically stated, in writing, signed by the employee and his department steward, and submitted to the foreman.

81. Grievance Reduced to Writing at Second Step

The grievance shall be reduced to writing by the aggrieved employee or shop steward before it is submitted and considered in the second step.

82. Grievance Reduced to Writing at Third Step; History and Present Status of Dispute To Be Shown

3d Step: At the next regularly scheduled weekly meeting of the grievance committee with the corporation's labor relations representative, the grievance shall be reduced to writing, signed by the shop steward and aggrieved employee, and presented to the corporation's representative. The signed grievance shall show the history and present status of the dispute.

83. Grievance Presented in Writing but Verbal Discussion at Time of Presentation To Insure Complete Understanding

The aggrieved employee shall present disputes or grievances to the shop committeeman, signed and in writing, and if the committee decides to take up the same then they shall present the signed grievance to the management, at which time a verbal discussion to insure complete understanding will be had.

84. Grievances Presented in Writing on Forms Furnished by Company

Grievances which are presented in writing will be on forms provided for this purpose and these forms shall be furnished by the company.

85. Minor Grievances Need Not Be in Writing

All except minor grievances shall be put in writing on blanks which the company will furnish. After grievance has been satisfactorily disposed of, the original grievance blank will be sent to the company's main office by the party making the adjustment, with memorandum of the settlement written thereon.

86. *Written Grievance Signed by at Least Two Committeemen if Grievance Involves Union As Such. Written Answer To Include Clear Statement of Reasons for Action Taken*

All grievances and disputes shall be reduced to writing before consideration at this third stage. The writing shall contain a clear and concise statement of the reasons or basis for the grievance or dispute and if the same involves or is made by or in behalf of an employee or employees the writing shall be signed by such employee or employees, but if the grievance or dispute involves the union as such the writing shall be signed by at least two members of the negotiating committee. Each grievance and dispute shall be acted upon and disposed of as soon as practicable after being presented. The disposition of each grievance or dispute shall be made in writing, which writing shall include, in clear, concise form, a statement of the reasons or basis for the action taken.

87. *Management Grievances Presented in Quadruplicate; Union To Retain Two Copies and Return Other Copies With Answer*

All management grievances against the union shall be presented in quadruplicate on forms provided for this purpose, prepared by the industrial relations manager, and presented by him to the union plant chairman for determination. The union plant chairman shall, within 24 hours, endorse his answer to grievance thereon, delivering two copies to the industrial relations manager, keeping the other two copies.

88. *Written Grievances and Settlements Submitted in Quadruplicate; Designation of Parties Who Receive Copies*

All grievances not settled under paragraph — hereof shall be prepared at the union hall during nonworking hours and submitted in writing on forms specifically provided for that purpose in quadruplicate. One copy shall go to the foreman, one to the chairman of the management committee of the company, one to the union steward in the department where the grievance arose, and one to the union office. Such original complaints shall be signed by the complaining worker and his union steward, and when this grievance is settled, the company shall make a written report in quadruplicate and one copy each sent to the persons receiving the grievance.

89. *Management To Give Written Answers to All Written Grievances*

Written answers will be given by the management to all written grievances presented by the shop committee.

90. *Oral Decisions Confirmed in Writing*

Decisions to grievances reaching step 4 of the grievance procedure shall be confirmed in writing after the decisions have been given orally. It is understood that these written decisions shall apply solely and specifically to the grievance presented.

91. *Permanent Record of Each Grievance To Be Kept*

It is further agreed between the parties that each step of the foregoing must be carried out in its regular order and that the action of all of the parties attempting to settle the grievance shall be reduced to writing on the back of the form, and that the ultimate settlement shall be set forth in detail; and that a permanent record be kept of each and every grievance.

92. *Facts and Decisions at Each Step of Procedure To Be Written and Signed by Union and Company Representatives Before Going to Next Step*

All grievances shall be in writing on printed grievance forms, signed by the aggrieved employee.

All facts and decisions at every step of the grievance procedure shall be stated in writing and signed by the union and company representatives before going to the next step.

93. *Written Report of Each Meeting in Grievance Procedure, Unless Waived by Mutual Consent*

At the conclusion of each meeting referred to in the foregoing section 3 [Grievance Procedure], and before adjournment, a written report, unless waived by mutual consent, shall be made by a designated person, containing a summary of the proceedings and concurred in and signed by a representative of the company and union who are present. Copies thereof shall be provided the company and the union.

94. *Grievance Report To Include Statement of Grievance and Supporting Facts, Remedy Requested, and Contract Provisions Involved*

If a grievance remains unsettled at the close of the day following the meeting at step 2, the union shall prepare, in duplicate, a written report of the grievance. Both copies of such report shall be delivered to the industrial relations counsel for the company. The report shall contain the following information:

1. A statement of the grievance and the facts upon which it is based.
2. The remedy or correction requested.
3. The section or sections of this agreement, if any, relied upon or claimed to have been violated.

The report shall be signed by the steward and the president of the union. Upon receipt thereof the industrial relations counsel will arrange to meet with the union steward and the union grievance committee with respect to the grievance not later than the third day following his receipt of the report.

95. *Minutes of Grievance and Bargaining Committee Meetings To Be Posted for Examination by Employees*

The minutes of all meetings of the grievance committee and bargaining committee shall be written up, and when signed both by the union and the company, posted in a conspicuous place for examination by all employees.

96. *Minutes of Grievance Meetings To Conform to Specified Outline*

Minutes of all step 3 grievance meetings shall be prepared, jointly signed by the chairman or secretary of the grievance committee and the representative of the management, and two copies of such minutes shall be handed the committee not later than ten (10) workdays following the day on which the meeting was held. Minutes shall be typed and shall conform essentially to the following outlines:

- a. Date and place of meeting;
- b. Name and positions of those present;
- c. Identifying number and description of each grievance discussed;
- d. Brief statement of union position;
- e. Brief statement of company position;
- f. Abstract of important aspects of the discussion;

- g. Decision reached;
- h. Statement of concurrence in or exceptions taken to decision;
- i. Statement as to whether decision accepted or rejected.

STEPS OF GRIEVANCE PROCEDURES

Grievance procedures outlined by agreements vary from a simple, informal one- or two-step procedure to elaborate systematic arrangements which call for screening and processing grievances through as many as six or more different levels of union and management authority. Among the factors determining the number of steps are the size and organization structure of the bargaining unit, the number of managerial levels, and union and management policies of delegating authority to their representatives.

Among the multistep procedures there is little uniformity in the rank of the representatives participating at the various steps, the order in which they appear, or the frequency with which the same combinations of union and management representatives are paired. Very generally speaking, the representatives at the first step are the steward and foreman of the aggrieved employee, and representatives of higher rank are then brought in on both sides at each successive step of the procedure. Where the agreement covers more than one plant of the company, representatives of the international union are often paired with officials of the company's central office at the last step prior to arbitration.

Some agreements require that all procedural steps be followed in strict order, or prohibit bypassing of any of the steps except by mutual consent. Others permit or require omission of one or more steps in handling grievances involving several departments or the entire bargaining unit, grievances initiated by management, or other grievances of a general nature outside the jurisdiction of foreman, stewards, or other representatives with limited authority. Many agreements also require bypassing of one or more steps in cases involving claims of unjust discharge or other discipline.

97. Only One Step in Grievance Procedure Prior to Arbitration.

Whenever differences shall arise between the company and its employees, or should any dispute of any kind arise in the plant or plants, or in case that any employee is discharged, there shall be no suspension of work on account of such disputes, but an earnest effort shall be made to settle such grievances immediately, and in the following manner:

(a) Between the aggrieved employee, a representative of the union, and the foreman of the department involved and a representative of the company.

(b) In the event that the dispute shall not have been satisfactorily settled, the matters shall be appealed to an impartial umpire to be appointed by the mutual consent of the parties hereto, and the decision of the umpire shall be final.

98. *Association Agreement, One-Step Procedure; Arbitration Invoked if Representative of Union and Association Unable To Settle Grievance*

All complaints, disputes, grievances arising between the parties hereto, involving questions of interpretation or application of any clause of this agreement or any acts, conduct, or relation between the parties or their representatives directly or indirectly, shall be submitted in writing by the party hereto claimed to be aggrieved to the other party hereto, and a representative of the union, and a representative of the association shall in the first instance jointly investigate such complaints, grievances, or disputes and attempt to adjust them. Decision reached by the representatives shall be binding upon the parties hereto. Should the representatives fail to agree the matter shall be referred to [name of individual] as impartial chairman.

99. *Two-Step Procedure*

Any grievance or misunderstanding of this agreement as to its meaning or application arising in the mill shall first be taken up by the employee with his foreman. If this fails to adjust the matter, it shall be taken up by his shop committee with the company.

100. *Multipiant Agreement, Two-Step Procedure: First Step at Local Level, Second at Central Office and International Union Level*

Grievances arising in any department shall be reported by the local organization to the local superintendent, or the local manager, in writing and the local superintendent, or the local manager, shall give a written reply within seven (7) days, stating what adjustment he has made of the matter. If the superintendent or local manager fails to adjust the grievance, it shall be taken up in conference by the vice president of the — Company and the international president or a representative of the respective organization.

101. *Three-Step Procedure*

Should differences arise between the company and the union or its members employed by the company as to the meaning and application of the provisions of this agreement, or should any local trouble of any kind arise in the plant, there shall be no suspension of work on account of such differences but an earnest effort shall be made to settle such differences immediately in the following manner :

First, between the member of the union and the foreman.

Second, between the grievance committee, designated by the union, and a representative designated by the company.

Third, between the grievance committee and the representative of the national organization of the union and the executives of the company.

102. *Four-Step Procedure*

Step 1.—The employee who believes he has suffered a grievance may, with his departmental steward, discuss the matter with his foreman in an attempt to arrive at a satisfactory settlement.

Step 2.—If no satisfactory settlement is reached in step 1 above, the grievance shall be reduced to writing, in duplicate, and signed by the employee, his departmental steward, and his foreman, both copies of which shall be presented by the steward to the superintendent. The superintendent shall sign, date, and indicate the time of day on both copies, returning a copy to the department steward. The grievance shall then be discussed between the superintendent and the foreman for the company and the chief steward and the departmental steward for the union.

Step 3.—If no satisfactory settlement is reached in step 2 above, the grievance shall then be discussed by the works manager of the plant, the local manager of industrial relations, and the superintendent for the company, with the chief steward and two (2) designated representatives from the plant for the union.

Weekly meetings shall be held between the representatives of the company and the union, in accord with the provisions of step 3 above, at which meetings all grievances properly coming before such representatives shall be considered and adjusted if possible.

Step 4.—In the event no satisfactory settlement of the grievance or grievances is reached by the foregoing procedure, the grievance shall within seven (7) days be referred by either party to the director of industrial relations who, with the works manager and other company representatives, shall discuss the unsettled matters with the executive committee of the union, accompanied by the chief steward and the business manager of the union, along with a representative of the international, if desired.

103. *Four-Step Procedure: Additional Participant on Each Side Brought Into Negotiations at Each Successive Step*

If any difference, grievance, or dispute, should arise between the company and the union or between the company and its employees in the bargaining unit, an earnest effort shall be made to settle such differences immediately in the following successive steps:

STEP 1

<i>Employee</i>	<i>Management</i>
1. Aggrieved employee	1. Foreman (shift or assistant foreman)
2. Department steward	

STEP 2

1. Aggrieved employee	1. Foreman (shift or assistant foreman)
2. Department steward	2. Department foreman (and/or department superintendent)

STEP 3

1. Aggrieved employee	1. Department foreman (and/or department superintendent)
2. Department steward	2. Personnel director (or assistant personnel director)
3. Unit officer	

STEP 4

1. Aggrieved employee	1. Department foreman (and/or department superintendent)
2. Department steward	2. Personnel director (or assistant personnel director)
3. Unit officer	3. One or more other representatives of management
4. Plant grievance committee	

104. Five-Step Procedure

It is understood that this agreement settles, except as otherwise provided herein, all major questions arising between the parties and defines their relations as to the general level of wage scales and labor costs and the fundamental relationship of the parties to each other. It is also understood that there will necessarily arise so-called grievances between the parties over detailed questions not involving a substantial economic advantage or disadvantage to the parties, which are too varied in character and too many in number to be embodied specifically in this agreement. To settle such grievances, the following methods of adjustment shall be pursued in the order specified and no additional method of adjustment shall be resorted to where the matter has been settled by a previous method:

- (1) Between the employee and his foreman or immediate superior.
- (2) Between the departmental representative and the foreman or departmental head.
- (3) Between the grievance committee and the plant superintendent.
- (4) Between the grievance committee and the works manager or his assistant.
- (5) Between the representatives of the union and the president of the employer or his nominee.

105. Six-Step Procedure; Multiplant Agreement. Committee Representing All Plants Participates at Fourth Step; International Union Officer at Fifth Step; Union as a Whole at Last Step

Any employee or group of employees presenting a grievance to the foreman shall be instructed to take the matter up with the steward or stewards who will then take the matter up with the foreman of the proper department. The foreman will use his best effort to make a satisfactory settlement of the matter.

If the stewards are unable to adjust a grievance in the department with their foreman, they may then take the grievance up with their chief steward who will attempt to adjust the matter with the proper foreman.

If the stewards and chief steward do not succeed in adjusting grievances with the foreman in the department they will take the matter up with the proper plant superintendent, who will, upon presentation of a written grievance, attempt to adjust their grievances.

Settlement of any grievance or controversy shall be reduced to writing and a copy furnished the chief steward presenting the grievance, chairman of bargaining committee, and supervisor of the department or zone affected.

If the procedure outlined above does not result in a satisfactory adjustment the case shall then be referred to a duly elected union bargaining committee, which shall consist of not to exceed three (3) employees from each plant of the company, and branch chairman, who shall then take the matter up with the vice president in charge of manufacturing. This bargaining committee and the vice president of the company, with such assistance as he may choose, may meet Tuesday of each week for the purpose of negotiating all grievances not otherwise handled.

Cases which cannot be satisfactorily settled by the above procedure shall be reviewed jointly by the vice president in charge of manufacturing of the company and an international officer of the union with such additional representatives as either party may desire, and if the matter is not satisfactorily settled by them the case may then be referred to the union as a whole.

106. *Seven-Step Procedure*

It is understood that this agreement settles all major questions arising between the parties. Any grievance shall be adjusted in the following specified order:

1. Between the employee, departmental steward, and the foreman.
2. Between the chief steward, department steward, and department foreman.
3. Between the chief steward, section supervisor, and the foreman.
4. Between the chief steward, section supervisor, and the personnel director.
5. Between the union negotiating committee and the management committee.
6. In the event an agreement cannot be reached, the matter shall then be referred to the union negotiating committee, and the chief executive of the employer.
7. In the event an agreement cannot be reached, the matter shall then be referred to the union negotiating committee, and the chief executive of the employer, and the international representative of the union.

107. *Procedural Steps To Be Followed Strictly in Order*

It is understood and agreed by and between the parties hereto that for the speedy and orderly settlement of all grievances, the above steps shall be followed strictly in the order in which they are listed, and that neither the company nor the union shall at any time attempt to use any of the above described methods of negotiation unless the previous steps have been employed. Exceptions to negotiation proceedings in the above-described order can only be made by mutual consent of both the company and the union.

108. *No Steps of Grievance Procedure Bypassed Except by Mutual Agreement*

Except by mutual agreement none of the foregoing steps in the grievance procedure shall be bypassed.

109. *Multiplant Agreement: In Plants of Less Than 500 Employees Grievances Presented Initially To Top Supervision in Plant*

In the [city] area suburban plants, and in any units outside the [city] area having less than 500 employees which the company may designate, grievances shall be presented initially to top supervision in the plant.

110. *Discharge Case To Be Taken up With Company Representative Immediately Above the Level of the Person Making the Discharge*

In the event an employee shall be discharged and feels he has been unjustly dealt with, the case shall be taken up by the grievance committee directly with the company representative immediately above the level of the person making the discharge. If not settled as above, it must be submitted in writing by the grievance committee to the company within five (5) days from the date of discharge.

111. *Grievances Regarding Disciplinary Discharge or Lay-Off Initiated at Second Step Under Specified Conditions*

(a) When an employee is given a disciplinary discharge or lay-off, his district committeeman, if available, or if not, one of his unit committeemen, will be promptly notified in writing of the action taken.

(b) Such disciplinary action will be deemed final and automatically closed unless a written grievance is filed within three (3) working days from the time of presentation of written notice provided for in subsection (a) of this section.

(c) Where such disciplinary action is taken following a hearing at which the employee's committeeman has been present, or is taken by a company representative other than his foreman, any grievance protesting such action shall be initiated at the second stage of the grievance procedure, subject to the 3-day time limit and the requirement that he sign the grievance, except that this requirement shall not be applicable where disciplinary action is taken against an employee in his absence.

112. *Company Grievances Against Employee or Union Presented at Second Step of Procedure*

A grievance by the company against an employee or the union may be presented and handled in accordance with the procedure set forth in section — of this article, beginning with step 2, between the plant superintendent and the plant committeeman.

113. *Company Grievances Presented First to Grievance Committee Chairman, Then to President of Local Union*

The employer may utilize the following procedure to present any grievance against the union or any of its members: (1) presentation in writing to the chairman of the grievance committee; (2) if no satisfactory answer is obtained within forty-eight (48) hours, presentation of complaint in writing to the president of the [local] union; (3) if no satisfactory answer is obtained within five (5) days then the employer shall have the right to have the matter handled in accordance with the procedure set forth above for arbitration.

114. *Company Grievances Regarding Abuse of Bargaining Procedure Presented First to Local Union, Then to International Union; Union Grievances Regarding Abuse of Bargaining Procedure Presented to Labor Relations Supervisor*

The management in a plant may present to the secretary of the local union as grievance any abuses of the bargaining procedure by the union, its chief stewards, its plant shop committeemen, its local union officers, or other representatives or members of the union. If the management is dissatisfied with the disposition of the grievance made by the local union, it may take the grievance up with the international union. The union may present to the labor relations supervisor in a plant as grievance any abuses of the bargaining procedure by the management or its representatives. An appeal in accordance with the bargaining procedure may be taken by the union if it is dissatisfied with the labor relations supervisor's decision. Such grievance by either the plant management or the union shall be presented in writing.

115. *Company Grievances and Grievances Common to a Group of Employees May Be Presented Direct to Labor Relations Board (Third Step of Grievance Procedure)*

Group grievances.—If any grievance arises which involves all the employees of a department or which is common to a group of employees, the grievance may be presented direct to the labor relations board.

Company grievances.—The company may present any dispute arising under, or matters of interpretation of, this agreement or any grievance against the union direct to the labor relations board with the right to arbitration under section — hereof.

116. *Grievances Originating With Union Rather Than Individual Considered at Second Step of Procedure*

Grievances originating with the local union and not with the individual employee shall be considered the second step of the grievance procedure to be presented at the scheduled union-management meetings. Members of the union committee shall be afforded reasonable time with pay to gather and present facts pertaining to these grievances.

117. *Grievance Presented at First Step if It Affects Only Employees Working Under Same Foreman; at Second Step if It Affects Employees Working Under More Than One Foreman; at Third Step if It Affects Employees Working Under More Than One Department Superintendent*

Grievances shall be filed initially in the following steps of the grievance procedure, depending upon the subject matter of the alleged grievance:

(1) Grievances which allege violations directly affecting only the employees working under a particular foreman shall be filed in step 1 and be answered by such foreman.

(2) Grievances which allege violations directly affecting only the employees working under a particular department superintendent but under more than one foreman shall be filed in step 2 and be answered by such department superintendent or his representative.

(3) Grievances which allege violations directly affecting employees working under more than one department superintendent shall be listed on agenda forms, be discussed at the next step 3 meeting, and be answered by the general superintendent or his representative.

118. *General Grievances Initiated at Second Step*

General grievances affecting the employees in a unit as a whole, may be initiated by the unit committee directly at the second stage.

119. *First Step Omitted if Grievance Does Not Affect Aggrieved Employee's Immediate Foreman or if It Involves Policy Matter*

None of the above steps shall be omitted except that it is understood that if a grievance or dispute arises which does not affect the aggrieved employee's immediate foreman, or if it involves a policy matter which could not be decided by the foreman, such grievance or dispute shall be reduced to writing on the form provided and be submitted to the aggrieved employee's immediate foreman, who will make a notation thereon that the matter was referred to the second step of the grievance procedure, as provided in paragraph — of this section.

120. *Union May Initiate Grievance at Third Step if Grievance Involves Employees in More Than One Department or if Unusual Circumstances Exist*

In the event that the alleged grievance or matter for consultation involves employees in more than one department, or where there are unusual circumstances existing, the union may initiate such discussions starting with the third step listed above.

121. *Procedure May Be Modified by Mutual Agreement if Modifications Consistent With Orderly and Expeditious Settlement of Grievances*

The procedural steps for the settlement of grievances hereinafter set forth represent a general standard which may be modified by agreement between the management and the union if the modifications agreed upon are in keeping with a procedure best suited for the orderly and expeditious settlement of grievances.

122. *Grievance Procedure May Be Disregarded and Arbitration Immediately Invoked by Mutual Agreement*

By mutual agreement of the parties, any issue arbitrable in accordance with section — may be taken to arbitration without observance of the intermediate steps called for in (d) to (f) of this section, Grievance Procedures.

TIME LIMITS

Time limits are often set on the presentation and processing of grievances at the various procedural steps. If management does not make an adjustment or give its answer within a specified period, the complaint automatically moves to the next step for consideration. On the other hand, if the union fails to appeal management's actions or decision within the time limit, the grievance is usually considered to have been dropped. Time limits provide a safeguard against stalling so that the dispute does not drag on indefinitely. They also prevent the accumulation of cases. On the other hand, they may be detrimental if they are too short to allow proper investigation and consideration of grievances.

Time limits may be applicable to presentation of the grievance after occurrence of the act upon which it is based, or "after the employee has acquired knowledge of the condition's existence"; rendering of the decision at some or all steps of the procedure; or appeal from the decision at the previous step. A few agreements provide an over-all time limit on the entire procedure, from presentation of the grievance to final decision.

Time limits on grievances involving discharges are often tighter than on other grievances. Tighter time limits may also be provided for grievances pertaining to lay-offs, promotions, transfers, or other grievances involving payment of back wages.

Provision is often made for extension of time limits if additional time is needed for investigation or consideration or if there seems to be hope for a settlement. Usually, however, both parties must agree to the extension. Time limits on presentation of the grievance after its occurrence are sometimes waived if circumstances beyond the control of the aggrieved party prevented knowledge of the act originating the grievance.

Although many agreements do not indicate whether the time allowed for initiating and processing grievances includes Sundays, holidays, and other nonworking days, some specify that only working days are counted.

123. *Time Limit on Presentation of Grievance*

A grievance must be presented in writing within three (3) days, excluding Saturdays, Sundays, and holidays, after it arose in order to be considered.

124. *Time Limit on Presentation Runs From Date Steward Becomes Aware of Existence of Grievance*

All grievances will be presented in writing in quadruplicate on a form furnished by the company within five (5) days from date the steward becomes aware that the legitimate grievance exists.

125. *Time Limit on Presentation of Grievance Waived if Circumstances Beyond Employee's Control Prevented Knowledge of Act Originating the Grievance*

The employee shall submit his grievance to his foreman within five (5) working days of the commission of the act originating the grievance. Grievances which are submitted after five (5) working days of the commission of the act originating the grievance may be accepted if it shall be decided that circumstances beyond the employee's control prevented knowledge of the act originating the grievance.

126. *Time Limit on Presentation of Grievance Extended to 60 Days if Employee Unaware of Events Causing Grievance*

The aggrieved employee or his representative shall present his case to his immediate supervisor within four (4) days after the occurrence of the event complained of; if not presented within this period of time, the case cannot be presented at any future date, except that where, under unusual circumstances, the employee may not have been aware of the occurrence of the event before the expiration of the four (4) day period, and satisfactory proof thereof can be established, the case may be presented during but not to exceed sixty (60) days from the date of the occurrence of the event, in which case the grievance shall be considered as having occurred on the date the employee or his representative reports it to his immediate supervisor. The immediate supervisor shall render a decision within three (3) days.

127. *Grievance Not To Be Considered if Cause Occurred Prior to Date of Agreement*

It is understood and agreed that no event which occurred prior to the date of this agreement shall be the subject of a grievance under any of the procedure provided by this agreement.

128. *Complaints To Be Made Within 7 Days if Reasonable and Practical and Within 30 Days at Most*

All complaints are to be made within seven (7) days when it is reasonable and practical to do so and in no case after thirty (30) days.

129. *Grievances Involving Wages To Be Filed Within 30 Days; 60 Days Allowed For Filing of Other Grievances*

Any controversy, in order to be considered upon the merits, must be called to the attention of the parties named heretofore specifying the details of the alleged violation, within sixty (60) days of the date of grievance. In connection with any violation involving wages, said notice must be given within thirty (30) days after the regular pay day for the period in which any such alleged violation occurred.

130. *Tighter Time Limit on Filing of Grievances Involving Discharge, Lay-Off, or Seniority*

A grievance, in order to receive consideration, must be based upon a claimed violation of some right established by this agreement and must be presented as herein provided within five (5) days after the occurrence of the act which gives rise to such grievance except that if the grievance involves discharge, lay-off, or seniority, it must be presented within two (2) days after occurrence of the act.

131. *Grievance Regarding Discipline and Discharge Filed Within 2 Days; Hearing Within 2 Days After Filing; Over-All Time Limit of 10 Days on Disposition of Case*

If a discharged or disciplined employee desires to make a complaint concerning the discharge or disciplinary action, he shall deliver the same in writing to the chairman of the executive shop committee, who shall file the complaint with the personnel director of the company within two (2) working days after the discharge or discipline. If such employee fails to file the complaint within the time specified or fails to appear at the hearing, unless he submits proof he was prevented by sickness or accident, or upon such hearing is found to have been properly discharged, his discharge shall be absolute as of the date of such discharge.

A meeting of the executive shop committee and representative of the company shall be held within the next two (2) working days after the filing of the complaint, for the purpose of considering the complaint, and the employee filing such complaint shall appear in person at such meeting.

If at such hearing he shall be found to have been improperly discharged, his seniority shall be restored and his compensation for time lost, if any, shall be at this regular hourly rate of pay and shall be determined by the company and the union as a part of his grievance. All such grievances shall be disposed of in ten (10) days.

132. *Time Limit on Presentation of Grievances Regarding Transfers, Promotions, Demotions, Suspensions, or Discharges*

Grievances with respect to matters of transfers, promotions, demotions, suspensions, or discharges shall be presented to the company in writing within three (3) working days from the date of such transfers, promotion, demotion, suspension, or discharge. If such notice in writing is not given to the company within three (3) working days of the occurrence of the facts upon which such complaint is based, then it shall be deemed waived and abandoned and shall not thereafter form the basis of a grievance between the parties hereto.

133. *No Time Limit on Filing of Grievances Involving Restoration of Seniority, Lay-Off, or Recall; Other Grievances To Be Filed Within 1 Year of Occurrence Unless Exception Made by Mutual Agreement*

It is agreed that no grievance under this contract shall be filed or accepted for processing, involving an act which occurred more than one (1) year before the date of such original filing unless mutually agreed to by the parties. Grievances involving restoration of seniority, lay-off, or recall shall be exempt from the aforementioned limitation.

134. *First and Second Steps of Procedure To Be Consummated within 24 Hours*

The first and second steps of the foregoing procedure shall be consummated within a period of twenty-four (24) hours from the time the grievance is called to the attention of the foreman of the department involved.

135. *Decision To Be Made Within 2 Days at Each Step of Procedure Unless Extension Granted by Mutual Agreement*

A period of two (2) consecutive working days shall be the period of time during each step of the grievance procedure, during which time the parties shall endeavor to reach a settlement within two (2) consecutive working days from the time the grievance is presented; unless the time limit is further extended by mutual agreement, either party shall have the right to take the grievance to the next step of the procedure.

136. *Time Allowed for Management Decision Increases With Each Step; Uniform Time Limit on Union Appeal at All Steps*

All grievances presented by the union in writing shall be answered by supervision or management in writing. Such written answers shall bear the signature of the member of supervision or management rendering the decision, and shall be within the time limitations designated for each step as follows:

- Step 1.—One workday
- Step 2.—Three workdays
- Step 3.—Four workdays
- Step 4.—Five workdays

Any decision not appealed by the union from one step of the grievance procedure to the next within five (5) workdays, shall be considered settled on the basis of the last decision rendered.

137. *Seven-day Time Limit on Decision Extended to 21 Days if Necessary To Enable Company To Complete Investigation; Further Extension by Mutual Consent*

Such grievance shall be presented in an orderly manner, in writing, at or before a regular weekly meeting which shall be held for the purpose of adjusting and considering grievances between the plant superintendent, or his representatives and the plant grievance committee. A written decision on such grievance shall be furnished the union within seven (7) calendar days of such meeting unless the union is notified within such seven (7) day period that the company has not been able to complete its investigation and will require a stated length of time to do so. In this event the written decision on such grievance shall be furnished the union within the limit of time so stated, which shall not be more than twenty-one (21) days without mutual consent.

138. *Grievance Automatically Advanced to Next Step if Not Answered Within Time Specified*

Failure of the employer to answer any grievance within the time limits specified in the several steps of the grievance procedure shall automatically advance the grievance to the next higher step provided that the grievance is not withdrawn.

139. *Failure of Company To Give Answer Within Time Prescribed Considered a Negative Answer*

The failure of the company representatives to give an answer within the time prescribed above shall be considered a negative answer.

140. *Grievance Considered Decided in Favor of Employee or Union if Company Decision Not Given Within Time Prescribed*

In the event that the company does not give a decision within the time hereinbefore prescribed, then the matter shall be considered as decided in favor of the employee or the union, as the case may be.

141. *Failure of Union or Employees To Observe Time Limits Does Not Void Grievance But Curtails Retroactivity of Settlement*

Failure of the union and/or its representatives or employees it represents to observe the established time limits for the presentation of any grievance, and of the union and/or its representatives to observe the time limits in the handling of any grievances between the steps, shall not void the grievance but will, unless reasonable cause for delay is shown, prevent any adjustment that may be made in the settlement of that grievance from being retroactive beyond the date that such time limit was not observed.

142. *Time Limit on Presentation of Grievance and on Appeal From Management Answer at Each Step of Procedure; Grievance Considered Waived if Time Limit Not Complied With*

In order to insure prompt settlement of grievances and to prevent the accumulation of unsettled grievances, the following time limitations shall prevail:

(a) A complaint not discussed with the foreman by the employee involved within one (1) week from the time it originates shall not be processed as a grievance.

(b) A grievance not presented in writing by the section Steward to the foreman within five (5) workdays after the foreman has given his reply on the employee's complaint shall be considered waived.

(c) A grievance not presented in writing by the chief steward to the foreman's superior within two (2) workdays after the foreman has given his answer in step 1 shall be considered waived.

(d) A grievance not placed on the agenda as required in step 3 of the grievance procedure within nine (9) days after the foreman's superior has given his answer in step 2 shall be considered waived. However, the time limit as set forth in this section may be extended by mutual agreement.

143. *Appeal From Decision at Any Step of Grievance Procedure To Be Made Within 1 Week Unless Extension Granted by Mutual Agreement*

Between any two (2) steps of the grievance procedure, should the company or the union desire to take the grievance to the next prescribed step, it shall notify the other party in writing of its intention to do so and shall do so within one (1) calendar week from the date the last decision concerning the grievance was rendered. If no such notice of appeal is given within the time prescribed, the grievance shall be considered closed and settled unless the parties mutually agree in writing to extend the time for appeal.

144. *Time Limits on Management Answer and Union Appeal at All Steps After First*

Step 1.—Any employee who believes that he has a justifiable request, or complaint, may present it directly to, and discuss it with, his immediate supervisor in the department. If the settlement is not satisfactory, the request, or complaint may then constitute a grievance within the meaning of this article and may be appealed to step two (2) of this procedure.

Step 2.—The aggrieved employee may next have his alleged grievance presented by a committeeman, with or without the employee being present, to the head of the department. A grievance filed in this step shall be reduced to writing in four (4) copies on the prescribed form provided by the company. It shall be dated and signed by the employee involved, and four (4) copies of it shall be given to the head of the department. The head of the department shall state, in the appropriate place on the form his disposition of the grievance and shall sign, date, and return two (2) copies to the committeeman of the employee within three (3) workdays, exclusive of Sundays, holidays, and nonworkdays, and forward one (1) copy to the manager of industrial relations. If settlement is not satisfactory, the grievance may be appealed to step three (3) not later than within seven (7) workdays.

Step 3.—Between the adjustment committee and the manager of industrial relations of the office and plant and the head of the department. Decision of the manager of industrial relations and the head of the department shall be rendered by them in writing within three (3) workdays. If the settlement is not satisfactory, the grievance may be appealed to step four (4) not later than within seven (7) workdays.

Step 4.—Between an international representative of the international union and a representative of the executives of the company. They shall meet within seven (7) workdays from date of appeal to this step. Decision shall be rendered by the latter in writing within seven (7) workdays. If the settlement is not satisfactory, the grievance may be appealed to step five (5) not later than within ten (10) workdays from the date of receipt of written statement of position by the company.

[Step 5 is Arbitration.]

145. *Over-all Time Limit on Settlement After Presentation of Grievance*

Grievances presented to the chairman of the management committee shall in all cases where the facts are available be settled within 1 week after presentation.

146. *Grievances To Be Disposed of Within Specified Over-all Time Limit Whenever Possible*

Whenever possible, all grievances will be acted upon or disposed of within five (5) working days.

147. *Time Limits Do Not Include Sundays and Holidays*

If grievances are not submitted within the periods stated above they shall be deemed to have been withdrawn and dropped, with the decision last made to be final and binding, unless unforeseen circumstances require an extension of time, to be agreed upon by both parties. The time limits specified in this article shall not include Sundays and holidays.

148. *Time Limits Not To Include Saturday, Sunday, or Days When Majority of Employees Do Not Work*

"Days" in procedure shall not include Saturday, Sunday, or any day when a majority of employees do not work.

149. *Parties To Attempt To Settle Grievances in Less Than Maximum Time Allowed*

Any complaint, grievance, or dispute which is not taken through the various steps of the grievance procedure within the periods of time specified for each step shall be deemed to have been thereby abandoned, unless the period of time for the taking of such step shall have been extended by a mutual agreement of the parties in writing or unless a good and sufficient reason is presented to the appeal board justifying an extension of time. It is understood that the sole reason for the time limits herein set forth is the desire of both parties to facilitate the prompt settlement of disputes. To that end the parties shall endeavor to settle all such disputes at the lower steps of the grievance procedure in less time than the specified intervals.

150. *Party Initiating Grievance To Observe Time Limits in Appealing; Other Party To Observe Time Limits in Answering*

The grievance procedure may be utilized by the company in processing company grievances. In processing such grievances, the company shall observe the specified time limits in appealing and the union shall observe the specified time limits in answering.

The grievance procedure may be utilized by the union in processing grievances which allege a violation of the obligations of the company to the union as such. In processing such grievances, the union shall observe the specified time limits in appealing and the company shall observe the specified time limits in answering.

151. *No Specific Time Limits but Parties Pledge To Adjust Grievances Without Delay*

Every effort will be made by both parties to adjust grievances with the least possible delay.

152. *Extension of Time Limits for a Definite Period Upon Notice by One Party to the Other*

In application of the grievance procedure of the contract where, due to contingencies, either party requests an extension of time limits in the procedure, an extension for a definite period of time may be arranged upon notice by one party to the other prior to the expiration of the particular period of the procedure which it is desired to extend.

153. *Extension of Time Limits Not To Constitute Precedent for Any Subsequent Case*

The time limits mentioned in this article are specified for the purpose of expeditiously disposing of grievances and disputes but may be extended by mutual agreement. However, the waiver by the management or the union of any such time limits in any case shall not constitute a waiver by the management or the union of any such time limits or its right to insist on adherence thereto in any subsequent case.

RETROACTIVE ADJUSTMENTS

Many agreements specify that adjustments reached at any stage of the grievance procedure will be applied retroactively to the date the grievance is presented. In other agreements, adjustments are retroactive to the date of occurrence of the action or situation which gave rise to the grievance rather than the date of presentation, and in still others, to any date mutually agreed upon by the union and employer. Often the retroactive adjustment is limited to a specified maximum, e. g., 30 days.

The right to a retroactive adjustment is sometimes forfeited if the grievance is not presented within a specified time after occurrence.

154. *Adjustments Retroactive to Date Grievance is Submitted*

All adjustments of disputes arising from the provisions of this agreement will be retroactive to the time the grievance is submitted.

155. *Wage Adjustments Retroactive to Date of Submission to Second Step of Procedure*

The parties agree that if a wage adjustment grievance has been rejected by the industrial relations department [second step of Grievance Procedure] and is subsequently granted in any of the following steps of the grievance procedure, it shall be retroactive to the date of submission to the industrial relations department.

156. *Settlements Retroactive to Date Mutually Agreed Upon by Parties*

It is agreed that the settlement of any grievance shall be made retroactive to a date agreed to mutually between the parties.

157. *Retroactivity of Group or General Wage Increase Agreed Upon by Parties; Settlement of Other Wage Rate Grievances Retroactive to Date of Presentation*

It is agreed that the settlement of all grievances relating to changes in base rates, standards, or rates of pay, exclusive of general or group increases, presented to the management for the first time shall be retroactive to date of first presentation after execution of this contract. Any group or general increase shall be subject to agreement as regards to retroactivity.

158. *Retroactivity Limited to Date Grievance Occurred*

No settlement of any grievance shall be retroactively applied prior to the date of its occurrence.

159. *Decisions Affecting Financial Status of Employees Retroactive to Date Grievance Occurred*

All decisions affecting the financial status of any employees due to injustice on the part of the company or its supervision, other than discharges, shall be retroactive to the date on which such injustices occurred, provided it was reported in writing to the personnel director or his assistant within ten (10) days after the injustice occurred.

160. *Adjustment on Grievance Arising From Termination of Employment Retroactive to Date of Termination*

Any adjustment made on a grievance arising from the termination of an employee shall date from the time of termination.

161. *Maximum of 30 Days' Retroactive Pay*

In the event any grievance involves payment of back wages, such back wages shall not be awarded in any of the four stages outlined above for any time prior to the date of the written submission of such grievance and such award shall in no event exceed thirty (30) days' pay.

162. *Maximum Retroactivity of 30 Days Prior to Presentation of Grievance*

If the circumstances of a particular case make it impossible for the employee, or the union, as the case may be, to know that he, or the union, has grounds for a grievance within ten (10) days of its occurrence, the grievance must be submitted within ten (10) days after the employee, or the union, becomes aware that he or it had grounds for such grievance, and the settlement shall be limited retroactively to a period of thirty (30) days prior to the presentation of such grievance.

163. *Maximum Retroactivity of 2 Days Prior to Date Written Grievance Was Presented. Unemployment or Other Compensation Deducted from Retroactive Pay. Decision in Any Case Not To Require Retroactive Adjustment in Any Other Case*

The company shall not be required to pay back wages more than two (2) days beyond the date a written grievance is filed: *Provided, however*, that in the case of a pay shortage of which the employee could not have been aware before receiving his pay, adjustments may be made retroactive to the beginning of the pay period covered by such pay, if the employee files his grievance within two (2) working days after receipt of such pay.

All claims for back wages shall be limited to the amount of wages that the employees would otherwise have earned less any unemployment or other compensation that he may have received from any source during the period of the back pay.

No decision of the umpire or of the company in any one case shall require a retroactive wage adjustment in any other case.

164. *Company and Union Representatives at Any Step of Procedure Are Authorized To Determine Conditions of Reinstatement, Including Pay for Lost Time*

It shall be within the province of the parties to the grievance procedure, in any step thereof, including arbitration, to set out and determine the conditions of reinstatement, including lost time pay, of any employee who may have appealed to the grievance procedure because of discharge, lay-off, or alleged improper application of the recall provisions of this agreement.

165. *No Retroactive Adjustment Unless Grievance Presented Within Time Limits Specified*

Any grievance may be brought up for discussion at any time, but no retroactive pay adjustment shall be made unless presented within the time limits specified.

166. *Back Pay Limited to 5 Days if Grievance Not Presented Within Time Limit Specified*

Grievances based on claims of improper furlough or recall must be presented within ten (10) days from the date of such furlough or recall. If presented after ten (10) days from such date, the grievance will be considered, but no back pay awarded in excess of five (5) days.

167. *Employee To Receive Retroactive Pay within 30 Days After Settlement*

All shortages or retroactive pay will be paid as soon as possible after settlement is made; in no case to exceed thirty (30) days unless information in writing is given to the executive committee stating reasons for further delay.

GRIEVANCE REPRESENTATIVES

Adoption of a grievance procedure necessarily involves the designation or appointment of union representatives responsible for taking up grievances as they arise. In some cases the union business agent or other full time official handles all grievances; more frequently, however, some employees in the plant are designated.

Many agreements include detailed provisions relating to grievance representatives—their number; method of selection; qualifications for their positions; duties and responsibilities; restrictions on their activities; special protection and privileges; and time and pay allowances for handling grievances.

NUMBER

Agreements often make some reference to the manner of apportioning stewards for representation purposes and indicate the basis of apportionment: on a "geographic" basis, i. e., the steward represents a department, district, or division; on a proportionate basis, i. e., the number of stewards bears a specific ratio to the number of employees in the bargaining unit; on a numerical basis, i. e., an absolute number is specified; the number of stewards equals the number of supervisors;

etc. A few agreements state that the number of stewards are to be determined by mutual agreement of the parties.

The number of grievance representatives depends mostly on the size of the establishment. Agreements covering small plants sometimes allow only one steward; agreements covering relatively large plants often allow a steward for each foreman or a steward for each department. If the plant is operating more than one shift, a steward may be allowed for each shift or, in large plants, a steward for each shift in each department. Frequently, a ratio of stewards to employees is specified; this arrangement has the advantage of flexibility, since the number of stewards is automatically adjusted in the event of increases or decreases in the number of employees. A few agreements allow a steward for each trade or occupational group.

Often, a chief steward is allowed for the plant, or for designated divisions of the plant, or for each shift.

Grievance or plant committees are often provided. In large plants, the committee may be provided in addition to stewards, to function at an advanced stage of the grievance procedure. In smaller plants, the shop committee may consist of from three to five members and comprise the entire union representation system. In very large plants, a grievance committee for each major department may be provided for, in addition to a committee for the plant as a whole, with representatives from various departments. The number of committee members is often specified, although some agreements designate only the minimum and/or maximum size of the committee, with the actual number to be agreed upon later.

The division of the plant into representation districts is usually determined jointly by the union and management. Some agreements allow re-districting at specified intervals, or whenever changes in the employer's operations substantially affect the physical lay-out of the plant or the number of employees.

168. *Specified Number of Stewards*

Employees may designate three (3) of their number to act as stewards.

169. *Association Agreement: One Steward for Each Shop*

There shall be among the employees [of each shop] one to be known as shop steward who shall take up with the superintendent such matters as complaints and grievances.

170. *Number of Stewards To Vary According to Number of Employees Covered by Agreement*

One or more stewards shall represent the union in each department for the purpose of adjusting grievances of employees with the management representatives designated by the superintendent. Such stewards shall be full time active employees of the — works. The number of such stewards shall be limited to the ratio set forth in the following schedule:

<i>Number of employees covered by this agreement</i>	<i>Number of stewards</i>
Under 1,100-----	25
1,100 to 1,299-----	30
1,300 to 1,499-----	35
1,500 to 1,699-----	40
1,700 to 1,899-----	45
1,900 to 2,099-----	50

171. *Maximum of 26 Stewards Apportioned According to Number of Employees in Each Mill or Shop*

There shall be not more than twenty-six (26) shop stewards apportioned according to the approximate number of employees in each mill or shop.

172. *One Steward for Each 50 Employees and Major Fraction Thereof*

There shall be not more than one (1) steward for each fifty (50) employees and major fraction thereof.

173. *Over-all Plant Ratio To Be Between 1:25 and 1:50. No Individual Steward Expected To Serve Substantially More than 50 Employees*

The number of stewards, including the chief steward, shall be held within reason, and the over-all plant ratio between the number of stewards and employees shall fall between 1:25 and 1:50, although it is not expected that any individual steward will serve substantially more than fifty (50) employees.

174. *Ratio of 1 Steward for Each 100 Employees on Shift; Minimum of 2 Stewards on Shift*

The following rules apply to union representatives:

That on each shift having over 200 employees in each workroom (work section) no more than one (1) steward will be recognized for each 100 employees on that shift.

That two (2) stewards will be recognized for a shift having less than 200 employees.

That in the event more stewards are needed in any workroom (work section), this will be settled by mutual agreement.

175. *One Departmental Steward for Each 35 Employees; One Divisional Steward for Each 500 Employees; Minimum Number of Stewards Specified*

There shall be not more than one (1) department steward for each thirty-five (35) employees in the bargaining unit: *Provided however*, That there shall be a minimum of six (6) departmental stewards.

There shall be not more than one (1) divisional steward for each five hundred (500) employees, or major fraction thereof, in the bargaining unit: *Provided however*, That there shall be a minimum of one (1) divisional steward in the plant.

176. *Aggregate Number of Stewards and Committeemen Not To Exceed 3 Percent of Total Plant Employment*

In the interest of efficient production and to avoid all possible disruption in orderly and peaceable plant operations, it is agreed that the stewards and members of the grievance committee of the union shall not in the aggregate exceed three (3) percent of the total plant employees at one period.

177. *Districting to Result in Specified Ratio So Far As Practicable; Redistricting at Request of Either Party at 6-Month Intervals*

Each bargaining unit will be districted by agreement between the local plant management and the shop committee so that insofar as practicable each district

on each shift shall contain approximately two hundred and fifty (250) employees. Each committeeman shall have a definitely defined district. The members of the union in each such district shall select a committeeman who is working in that district to represent the employees in that district. An alternate district committeeman in each district, whose duties shall be the same as those of the regular district committeeman for that district while he is absent from the plant, may be selected by the members of the union. Plants shall be redistricted not more frequently than at six (6) month intervals, upon request of either the plant management or shop committee.

178. One Steward to Each Foreman

In the manufacturing departments covered by the bargaining units, stewards may be appointed in proportion to the number of department foremen, that is, one (1) steward to one (1) department foreman.

179. One Steward to Each Foreman; One Chief Steward to Each Superintendent

One steward shall be elected to represent the employees under each foreman. The steward shall be an employee within the group he represents.

One chief steward shall be elected to represent the employees under each superintendent. The chief steward shall be an employee within the group he represents.

180. Ratio of 1 Steward to Each Foreman May Be Exceeded by Mutual Agreement but in No Case May Ratio Exceed 1 Steward to 25 Employees

The union shall designate from its membership shop stewards for the purpose of facilitating the handling of grievances and of conducting other legitimate union business. One steward shall be selected to cover the employees under a foreman. There may be by mutual agreement more than one (1) steward for each foreman in certain departments but in no case shall the total number of shop stewards in the plant be in excess of the ratio of one (1) steward for every twenty-five (25) employees.

181. Steward for Each Shift

A shop steward shall be appointed by the union for each shift.

182. One Steward for Each Department

There shall be a steward for each department.

183. Steward for Each Trade or Department on Each Shift

There shall be no more than one (1) shop steward in a trade or department on each shift. The union shall notify the personnel department, in writing, of the appointment or change of shop stewards.

184. Divisional Chairman, Departmental Chief Steward, One or More Stewards on Each Shift in Each Department

For the purpose of adjusting grievances, the factory shall be divided into three (3) divisions, namely, engineering, warehouse, and production. Each division shall be subdivided into departments. Each department will have one or more stewards on each shift and a departmental chief steward. Over each division, the union shall have one divisional chairman.

185. Steward for Each Department on Each Shift; Chief Steward on Each Shift

There shall be one (1) department steward for each department on each shift, and one (1) chief shop steward on each shift.

186. *Number of Departmental, Divisional, and Chief Stewards, and Negotiating Committeemen Designated*

The authorized representatives of the union shall be:

Departmental stewards (not more than one (1) for each fifty (50) employees or fraction thereof for each shift in each department of the company);

Divisional stewards (not more than one (1) for each division of the company);

A chief steward and assistant chief steward;

A negotiating committee, consisting of not more than eight (8) members.

The company is to be kept advised by the union as to the names of its authorized representatives.

187. *One Steward and One Alternate Steward for Each Department; Plant Committee of 3 Members, Each of Whom Must Be From Different Department*

The union shall have the right to appoint a shop steward in each department of each of the plants covered by this agreement, to care for union business. The union shall also have the right to appoint another steward to act in the absence of the regular steward.

The union shall appoint a shop committee of three (3) members from among the employees of the company, in each plant, no more than one of whom shall be from the same department.

188. *Size of Grievance Committee Specified*

The union shall select a committee of seven (7) from the employees represented by it for the purpose of bargaining collectively with the company and handling grievances, which committee shall be known as the union committee.

189. *Maximum Number on Grievance Committee Specified*

The union shall have the right to maintain a grievance committee comprised of not more than six (6) employees which shall have the authority to represent the employees in the adjustment of grievances and disputes.

190. *Minimum and Maximum Number on Grievance Committee Specified; Actual Number To Be Mutually Agreed Upon*

The grievance committee shall consist of not less than three employees and not more than six (6) employees, designated by the union, who will be afforded such time off, without pay, as may be required.

The actual number of members of the grievance committee shall be mutually agreed upon between the general superintendent and the union. The grievance committeemen shall be selected by the union from the departments which they are to represent.

191. *Multiplant Agreement: Local Management and Union Determine Number on Plant Grievance Committee, Within Specified Limits. Ratio of Assistant Grievance Committeemen to Employees Varies With Size of Plant*

A plant grievance committee shall consist of not less than three (3) nor more than ten (10) employees of the plant (except in a plant of 12,000 and over the maximum may be increased to 13) * * *.

The actual number of members of the plant grievance committee shall be mutually agreed upon between the management of the plant and the union * * *.

Where the grievance committee so decides, assistant grievance committeemen may be designated by the union at any plant to aid the grievance committee. The number of assistant grievance committeemen shall not exceed:

- 1 per 200 employees in plants of 5,000 and under;
- 1 per 300 employees in plants of over 5,000 and up to 10,000;
- 1 per 400 employees in plants of over 10,000 and up to 15,000;
- 1 per 500 employees in plants of 15,000 and over.

192. *Two Committeemen From Each Craft Union; Number of Stewards To Be Mutually Agreed Upon*

The union shall select a bargaining committee composed of two (2) members from each craft union and a mutually agreed upon (between company and union) number of active shop stewards. The duties of the committee shall be to conduct negotiations and act in the final disposition of grievances. The duties of the stewards shall be to adjust grievances in the first instance between the aggrieved employee and the departmental foreman.

193. *Grievance Committee for Each Department*

The grievance committee for each of the main departments in the plant shall consist of one man for each shift. For the purpose of this article, the plant shall be divided into four major departments: Coremaking, foundry, finishing, and maintenance.

194. *Committee for Each Plant; Each Department To Be Represented if Possible*

An adjustment committee shall be selected by the union for each plant. Such committee shall not exceed four members and shall include as nearly as possible one man from each department. The members of such committee shall be employees of the company to whom this agreement applies and shall be actively employed.

195. *Union Allowed 2 Weeks To Make Changes in Representation Structure Necessitated by Change in Employment Level. Committee Chairman Responsible for Proper Assignment of Representation Areas in Event of Shifts in Employment Which Do Not Substantially Affect Employment Level*

Where, in any unit, a change in the number of representatives, or from a full-time to a part-time basis of representation or vice versa is required because of deviations in the number of employees working above or below the number on which its representation structure is based, the requisite changes shall be accomplished within two (2) weeks of the notice to the local union of the occurrence of the deviation in employment requiring it; *provided, however*, That changes in the — plant shall be based upon the employment level in the plant rather than individual units. Employees on temporary lay-off, in accordance with article —, section — of this agreement shall be included in the number working for purposes of this section.

Where shifts in employment not affecting the over-all employment level of the unit sufficiently to require a change in the structure of representation take place, it shall be the responsibility of the chairman of the unit committee to see that representatives are assigned areas in such manner as to justify their devoting full time to their functions, except that in the — plant this principal shall be applied on a plant-wide basis and the responsibility shall be upon the president of the local union.

196. *Joint Designation of Department or Departments Which Each Shop Chairman Is To Represent*

The employer agrees that there shall be one shop chairman for each designated department or designated groups of departments. The employer and the union shall mutually designate these departments or groups of departments. These shop chairmen shall be responsible employees who have been employed by the employer for at least 15 months, including 2,500 hours of work.

197. *Number and Territories of Stewards and Committeemen To Be Mutually Agreed Upon*

There will be stewards and committeemen on each shift throughout the plant, their number and their territories to be mutually agreed upon by the company and the union.

198. *Number and Placement of Stewards Reopened for Negotiation in Event of Substantial Change in Company's Operations*

In the event of a substantial change in the company's operations affecting the physical location of departments or the number of personnel in the bargaining units, the parties agree to negotiate as to an increase or decrease in the number and placement of stewards, subject to the grievance and arbitration procedure of this contract if necessary.

SELECTION AND QUALIFICATIONS

Many agreements do not indicate how stewards, committeemen, and other grievance representatives are to be selected, although some agreements state that they are to be elected by the employees whom they are to represent or are appointed by the union. Often, however, certain eligibility requirements for grievance representatives are specified. Usually they must be employees of the company and often they must have a designated minimum length of service. Some agreements require in addition that they be American citizens and not members of any subversive organization. Another requirement frequently stated is that the grievance representative be selected from the department or "district" which he is to represent. In the case of plant-wide grievance committees, there is sometimes a requirement that as many departments as possible be represented on the committee.

A few agreements state the length of the terms which the grievance representative is to serve.

Many agreements require the union to furnish the employer a list of the representatives who have been selected to handle grievances, and to keep the list up to date.

199. *Committeemen and Stewards Elected in Any Manner Determined by Employees*

Shop committee members and stewards shall be elected in any manner determined by the employees.

200. *Union Members at Each Mine To Select Committeemen in Any Manner They Choose, But Consideration Given to Occupation in Order To Avoid Interference With Production*

All members of such grievance committees shall be members of ____ union No. ____, who shall be selected for each mine from members of said union there

employed, in such manner as the employees at each mine shall elect. In selecting members of the grievance committee consideration should be given to their occupations so as to interfere with production as little as possible. The committee may not be enlarged at any mine without mutual consent of the parties hereto. A committee member shall continue to serve as such only so long as he continues to be an employee at said mine.

201. *Committee Members Elected or Appointed by Union*

The company shall also recognize a shop committee, consisting of not more than five (5) members, the members of which shall be employees of the company and elected or appointed by the local union.

202. *Grievance Committee and Stewards Appointed by Union*

A grievance committee and department stewards shall be appointed by the union in such manner as it may provide. Membership shall be restricted to persons having had at least one (1) year's standing as an employee.

203. *Department Stewards To Appoint Assistants if Union Members Do Not Elect Assistants*

The members of the union shall elect departmental stewards or grievance men to represent them in the departments. The departmental stewards shall appoint assistants if the members do not elect assistants, or when vacancies in the steward system occur.

204. *Employees of Each Department To Elect Department Committeeman From Their Own Members*

The company agrees that the employees of every department specified above may elect a department representative from their own members to be known as the department committeeman.

205. *Union To Supervise Election of Committee Members*

There shall be elected by the employees in the plant of the employer under the supervision of the union a committee of three (3) members to be known as the plant committee, to be elected from among the employees in said plant. The members of this committee shall be American citizens, or shall have first papers, and shall have been in the company's employ for ninety (90) days, unless the plant has not been in operation for ninety (90) days.

206. *Stewards Elected by Secret Ballot in the Plant During Working Hours*

Shop stewards of the union shall be elected by the employees of each department or unit, according to the units set forth in schedule A attached hereto. Such election shall be held by secret ballot in the plant, in the month of January, during working hours and shall be conducted by the union.

207. *Elections for Shop Chairman and Committee Held Every 6 Months*

Elections for shop chairman and a shop committee of not more than three (3) shall be held every six (6) months.

208. *Grievance Committee To Serve for 1 Year*

The regular term of the grievance committee shall be one (1) year.

209. *Steward Not To Serve Term of More Than Year but Is Eligible for Recertification.*

The term of a steward shall not exceed twelve (12) months from the date of certification. A steward is eligible for recertification.

210. *Committeeman Must Be Employee, on Seniority List, and Working in Plant*

No one shall be eligible to serve as a committeeman unless he is an employee and until his name has been placed on the seniority list and he is working in the plant.

211. *All Stewards and Committeemen, Except International Representatives, To Be Employees of Company and on Seniority List*

No one except the international representative shall be eligible to serve as a steward or committeeman unless he or she is an employee and until his or her name be placed on the seniority list.

212. *Two of 3 Members of Grievance Committee To Be Employees of Company; No More Than 1 Member To Be From Same Department*

The grievance committee shall consist of three (3) representatives of the union, two (2) of whom shall be employees of the company and no more than one of whom shall come from the same department within the company.

213. *Union Plant Representative Need Not Be Employee of Company*

The union shall designate a representative (herein called the union plant representative) for each of the plants of the company who need not be an employee of the company and may participate in the investigation and adjustment of grievances in accordance with the grievance procedure hereinafter set forth. The union plant representative may have access, within the plant upon reasonable cause and at convenient hours, to any worker or group of workers who may request the company for his assistance in investigating or negotiating any grievance and the representative of the company will meet and confer with the union plant representative at any stage of the grievance procedure hereinafter provided for.

214. *Three Months' Seniority Required*

All stewards, the chief steward, and members of the bargaining committee are to be employees of the company with not less than three (3) months' seniority. No steward or committee member shall attempt to function in office until the company has been notified in writing of their selection.

215. *One Year's Employment and 1 Year's Union Membership Required*

Shop stewards of the union shall have had not less than one (1) year's employment with the employer and one (1) year's membership in the union.

216. *Representative Must Have Been Employed or on Approved Leave of Absence for 1 Year; Exception Allowed if Employee With 1 Year's Service Not Available*

Any representative provided for in the foregoing sections shall be an employee of the company selected from among the employees he represents, and to be eligible to hold such position, shall have been in the regular employ of the company, or on approved leave of absence, for at least one (1) year immediately preceding his designation to such position unless an employee of at least one (1) year's service is not available.

217. *Stewards Not To Be Probationary Employees and Must Work in Districts Which They Represent*

The district stewards and the building stewards shall be employees other than probationary, working in their respective districts.

218. *American Citizenship Required*

Each committee shall represent only the district for which it is elected. Each member of any grievance committee must be an American citizen and an employee

of the company for at least one (1) year on the date of his election to said committee and shall be eligible to serve only during the time he continues to be an employee of the company. The members of each committee shall be fairly representative of the various departments and divisions of work in the district for which the committee is elected.

219. *Steward Not To Be Member of Subversive Organization and Must Be American Citizen or Have Taken Out First Papers To Become Citizen*

That employees named stewards shall be citizens of the United States of America or shall have taken out first papers to become citizens, and not be a member of any subversive organization (one which advocates the violent overthrow of the Government), and that in established departments they shall have had at least six (6) months of continuous service with the company.

220. *Committeeman Must Have Been an American Citizen and a Resident of State for at Least 1 Year*

No one shall be eligible to serve as a committeeman unless he is an employee and until his name has been placed on the seniority list of the company and he is working in the plant. Each employee serving as a committeeman shall be a citizen of the United States and a resident of the State of Tennessee for at least one (1) year immediately prior to designation as a committeeman

221. *One Local Union Officer To Act as Ex-Officio Member of Shop Committee*

For the purpose of negotiating with the company and the disposition of grievances, there shall be a shop committee consisting of three (3) members, including the chairman of the shop committee. In addition, one (1) officer of the local union may act as an ex officio member of the shop committee.

222. *Grievance Committee To Consist of Designated Shop Officers*

The grievance committee shall be the shop steward, shop secretary, and shop treasurer.

223. *President of Union Not To Be Member of Committee*

All grievances shall be decided by the superintendent of the plant and a committee composed of five (5) members of the union. The president of the union shall not be a member of the shop committee.

224. *Legal Advisers Not To Serve on Grievance Committee*

No legal adviser of either party will be eligible to serve on any grievance committee under the terms of this agreement.

225. *Each Union Signatory To Agreement Must Be Represented on Grievance Committee*

The agents of the union in the adjustment of grievances shall be selected by the union from among the members of the affiliated unions participant to this agreement. This committee shall consist of at least one (1) representative from each such union: *Provided, however,* That not more than twelve (12) representatives as a total of all, exclusive of international representatives, shall participate in any grievance meeting. The designated members of this committee shall be certified to the company in writing over the seal of the local union they represent.

226. *Employer Furnished List of Union Officers and Grievance Representatives; Union Furnished List of Company Supervisors. List To Be Kept up to Date*

The union shall furnish the plant superintendent with a list of its officers, members of the executive board, department committee members, grievance committee members, and shall notify the plant superintendent promptly of any

changes in such list. The plant superintendent shall furnish the chairman of the grievance committee with a list of his supervisors who are to participate in the settlement of grievances, the areas over which they have jurisdiction, and shall notify the chairman of the grievance committee promptly of any changes in such list.

227. Steward or Business Agent Not To Have Any Authority Until Company Given Written Notice of Appointment

No person shall have or exercise any of the authorities, powers, or duties of a shop steward or business agent in dealing with the company unless and until written notice of his appointment signed by the union, revoking a prior appointment, if any, shall have been filed with the personnel department.

DUTIES AND RESTRICTIONS

While some adjustment work is performed by stewards after working hours, in most cases provision is made for handling grievances and for adjustment with the foreman on the job during working hours. Stewards are quite frequently permitted to investigate complaints during their regular hours and, if necessary, to visit other departments in the plant.

In building construction and a few other trades the functions of the shop chairman or steward are less important. Although he may handle some negotiations with the foreman, the major responsibility for enforcement of the terms of the agreement rests with a full-time business agent. The steward in these trades is merely the medium through which the business agent is kept in touch with working conditions and is informed of disputes that arise.

In plants operating under incentive systems, stewards sometimes have the responsibility of seeing that incentive rates and standards in their units are not infringed upon, and that guarantees under the agreement are upheld. Stewards may sometimes participate actively in the actual process of time-studying a job.

Union agreements occasionally contain provisions permitting stewards to examine various company records such as pay rolls and production bonus statistics. Seniority records are almost invariably open to inspection by union stewards.

In many establishments, stewards and committeemen not only handle grievances but also act as representatives of the union in other respects, such as checking on compliance with the agreement, enforcing company or union working rules and safety rules, collecting union dues, posting bulletin board notices, promoting harmonious relations between the employer and employees, etc. In some instances, the same committee which handles grievances also acts as the union's agent in collecting bargaining contract negotiations.

The agreement usually designates the steps of the grievance procedure at which the various categories of stewards and grievance committeemen are to function. (See Steps of Grievance Procedures, p. 22).

Where the grievance representative is assigned to a specific department or "district" of the plant, he is usually allowed to handle only grievances arising in his field.

Grievance representatives are often permitted to leave their work to investigate, present, or adjust grievances, but many agreements impose various restrictions on this privilege. Usually the representative must notify, or must obtain the permission of his foreman and, in some cases, may not leave until a relief worker is available to take over his work. If it is necessary for a representative to visit a department other than his own, he is usually required to notify the foreman of that department of his presence and the purpose of his visit.

Various other restrictions are sometimes imposed on the activities of the grievance representatives; they may be forbidden to solicit grievances, to attempt to give orders to employees or supervisors, or to violate any company rules. In some instances, they may be removed from office at the request of the employer if they exceed their authority.

228. Functions of Committeemen Defined

The function of a district committeeman is to handle grievances in the first stage, to represent employees at hearings in disciplinary cases when called upon to do so, and to pass necessary information on to the unit committee with respect to grievances appealed to the second stage.

The function of the unit committee is to review and negotiate grievances in the second stage, to prepare grievances not settled at this point for further review in the grievance procedure, and to negotiate with local management on negotiable local problems.

229. Duties of Grievance Committee Confined to Adjustment of Disputes. Members Who Exceed Their Authority Removed From Committee at Request of Company

The duties of the mine grievance committee shall be confined to the adjustment of disputes between the mine management and the miner or miners when the miner or miners and the management have failed to agree. The mine grievance committee shall have no other authority, nor shall it in any way interfere with the operations of the mine, and for the violation of this clause any or all members of the committee shall be removed from the committee by the union at the request of the company, and shall be ineligible to serve as a committeeman or committeemen during the remaining term of this agreement. The mine grievance committee in the discharge of its duties shall under no circumstances go around the mine to the various working places for any cause except as aforesaid. The committee shall have the right to take up a grievance only before or after regular working hours, and the company will have its representatives on hand at such times.

230. Grievance Committee To Hear Complaints of Employees and May Present or Assist in Presentation of Grievances

Jurisdiction of grievance committees. The grievance committees herein provided for shall have the right to hear and consider complaints presented to them by any employee which may arise under the terms of this agreement, and may present or assist said employee in presenting said complaint in accordance with the procedure set out in this article of the agreement.

231. *Committeeman or Chief Steward May Investigate and Attempt To Clarify Situation If He Feels That a Misunderstanding or Misinterpretation of Contract May Cause Unauthorized Work Stoppages*

If in the opinion of any committeeman or chief steward any of the terms or provisions of this contract are being misinterpreted or not clearly understood by an employee or group of employees to the extent that such misunderstanding or misinterpretation may result in an unauthorized work stoppage, the committeeman or chief steward may be allowed a reasonable amount of time during his regular working hours to investigate and endeavor to clarify the situation.

In order to be allowed time for this purpose, it will be necessary for the committeeman or chief steward to notify his foreman of the location and nature of such misunderstanding or disturbance.

If the foreman does not see fit to give such permission, the committeeman or chief steward may appeal to the superintendent, his assistant, or the labor relations office.

If the foreman refuses permission as outlined above, the committeeman or chief steward shall advise him before leaving the department that he is leaving to make an appeal as described above.

If the committeeman or chief steward is given permission by any of the above representatives of management to leave his work as outlined above, he shall, upon entering another department relative to the foregoing, advise the foreman of that department of the reason for his presence.

232. *Designation of Company and Union Representatives Authorized To Settle Grievances at Each Step of Procedure*

The company will notify the union of the names of its representatives authorized to settle grievances, together with any geographic or other limitations on such authority. Within such limitations these representatives shall have full power and authority to settle grievances for the company as follows: immediate supervisors at step 1, general foreman or plant superintendents at step 2, departmental superintendents or their assistants at step 3, the president of the company, or representatives designated by him at step 4.

The union will notify the company of its duly appointed union representatives and their alternates, the members and chairman of its departmental grievance committees and the members and chairman of its general grievance committee, together with the geographic or other limitations on the authority of any of the foregoing. Within such limitations these representatives and committees shall have full power and authority to settle a grievance for the union, as follows: The union representatives at steps 1 and 2, the departmental committee at step 3, the general committee at step 4.

233. *Union To Grant Stewards Such Authority To Settle Grievances as It Deems Proper*

The union may appoint a steward for each of the departments of the plant as it finds necessary, and it may grant to said stewards such powers of settlement of grievances arising under the terms of this agreement as it deems proper; provided, that the company shall only recognize and deal with such stewards as are the subject of notification to the company by the union in writing, and then only to the extent specified in such notifications

234. *Alternate Steward To Act Only in Absence of Steward*

The alternate shop steward shall act as such only when the steward is absent from his scheduled work.

235. *Stewards To Investigate Complaints Thoroughly Before Requesting Action*

Stewards shall make thorough investigation of all complaints before submitting them for action.

236. *Steward To Present Grievances Which Are in His Opinion Worthy and To See That Employees Comply With Agreement*

A union shop steward is an employee elected by his fellow-employees in a trade or department to present to the corporation grievances which are in his opinion worthy, and to assure that the terms of this agreement are carried out by such employees.

237. *Steward To See That Union Members Comply With Working Rules of Company and Local Union*

The local shall elect or appoint a steward whose duties it shall be to ascertain the standing of the men and women so employed, and to see that the members of the local live up to the working rules of the company and the local. His duties shall in no way conflict with the duties to the company. Notice of such election or appointment of steward shall be given in writing to the company by the local.

238. *Steward's Duties Include Collecting Dues, Posting Notices of Meetings, and Enforcing Agreement, As Well As Adjusting Grievances*

The union has the right to have a general shop steward for the garment shop, and a general shop steward in the textile department, and assistant shop steward for each craft, whose function it will be to collect dues, post notices of meetings, and see to it that the provisions of this agreement are lived up to. Each shop steward and the bargaining committee for the garment department or the bargaining committee for the textile department, shall also attempt to adjust such complaints, if any arise.

239. *Committee To Enforce Agreement Provisions and Safety Rules as Well as Handle Grievances*

The present shop committee selected by the members of the union shall continue, subject to such changes in said committee as the union may from time to time make. It shall be the duty of the committee to see that all provisions of this agreement are observed by all parties. The committee shall be recognized by the company in taking up any grievance or complaint of any employee. It shall also be the duty of the shop committee to assist the company in the observance of rules for safety and sanitation.

240. *Committee Members To Settle Disputes and Promote Harmonious Relations and Cooperation*

Each member of the committee will be afforded the necessary time off with pay at his regular rate of pay as may be required to attend regularly scheduled or any grievance meetings with the company's designated representatives for the purpose of settling any and all disputes; and to promote harmonious relations and a spirit of cooperation for the successful operation of the mine.

241. *Collective Bargaining Committee Deals With Company on Contractual Matters and Grievances*

The collective bargaining committee shall be authorized to bargain with the company on all contractual matters and grievances as hereinafter provided.

242. *Steward Not To Leave His Work or District or Be in District Outside Regular Working Hours Without Permission*

The shop steward and the alternate shop steward will not without permission leave their work, or go outside their district nor be in their district outside their

regular or assigned working hours, in the discharge of their duties as shop steward.

243. Shop Steward Not To Go From One Department To Another To Discuss Grievances

Shop stewards shall not go from one department of the employer to another department during working hours to discuss grievances.

244. With Exception of Chairman and Vice Chairman of Plant Committee, Union Representatives May Handle Only Grievances Which Arise in Their Own Districts

Foremen shall grant permission to union representatives, when it becomes necessary, for them to leave their jobs for the purpose of handling grievances arising in their respective districts. With the exception of the chairman and vice chairman of the plant committee, union representatives shall handle only those grievances which arise in their respective jurisdictions and they shall not leave their respective districts to handle grievances except to discuss them with appropriate representatives of management in accordance with the grievance procedure. When leaving their jobs union representatives shall inform their foreman of their destination and shall report again to their foreman upon their return. When it is necessary to enter a department or section of a department supervised by a foreman other than his own, a union representative shall immediately report to the foreman of that department or section and advise him of his presence and purpose. In the event such foreman is absent, the next higher level of supervision shall be so advised. When grievances arise which require investigation in another jurisdiction, the steward shall refer them to the committeeman or the chairman of the plant committee, as the case may be, for handling.

245. Senior Steward May Act on Grievances in Department Other Than His Own When Steward in That Department Is Absent

The company will recognize one of the stewards designated by the union, in writing, as senior steward. The senior steward will be a member of the grievance committee and the executive shop committee, and may, if the employee concerned so requires, act on grievance matters in a department other than his own when the steward in such other department is absent, but will engage in no other union activities on company time.

246. Committeemen Permitted To Visit Departments Other Than Their Own for Purpose of Adjusting Grievances; Stewards' Activities Confined to Their Own Departments

A member of the grievance committee shall be permitted to visit departments other than his own as and when necessary to investigate or assist in adjustment of grievances after proper authorization has been given by the designated management representatives in the departments concerned.

A steward (in his own department only) shall be permitted to assist in adjusting grievances during his scheduled working hours. The foreman concerned shall arrange to relieve such employee from his work for this purpose as promptly as possible.

247. Plant Chief Steward May Visit Department Where Grievance Originated if Additional Information Needed

Should the plant chief steward require additional information regarding the grievance of the employee and the foreman's answer, he may visit the department where the grievance originated after notifying his foreman of his intentions.

When entering the department where the grievance originated, he will contact the foreman and advise him of his intentions. The foreman may furnish the plant chief steward with any supplemental information.

Under no circumstances should there be any open discussion or argument on the grievance at this point.

After his contact with the foreman, he will proceed to accumulate information within the department relevant to the grievance. This must be done with as little disturbance as possible.

248. Stewards and Committeemen To Request and Receive Passes When Leaving Department or Plant To Adjust Grievances

Stewards and members of the grievance committee of the union shall request and receive passes from their immediate superiors whenever it is necessary to leave their departments or plant to assist in adjusting grievances.

249. Employees Leaving Department To Adjust Grievances Must Obtain Foreman's Permission and Report to Foreman Upon Return

When it is necessary for any department steward, or chief department steward, or any other union member or other employee to leave his department in order to attend to the adjustment of grievances, he shall first report to his foreman and obtain his permission before leaving his department so that, if necessary, a substitute can be supplied for his work in order not to hold up production and he shall report again to his foreman upon his return to his department in order to prevent any loss of pay for the time he is absent.

During the absence from his department, a union steward should confine his attention to the handling of a grievance, and, as soon as possible should return to his department and resume his work without any avoidable delay.

250. Grievance Representatives Entering Another Department To Notify Department Supervisor of Reason for Their Presence

In the handling of a grievance a committeeman, chief steward, or shop steward shall upon entering another department report to the supervisor in charge of that department, stating his reason for being in that department.

251. Employee Not To Leave His Work or Enter Another Department Without Permission of Foremen Involved, but Permission Not To Be Unreasonably Withheld

In all the foregoing procedures it is agreed that an employee shall not leave his work to discuss grievances or otherwise depart from departmental routine without first obtaining express permission in each instance from his foreman, which permission shall not be unreasonably withheld. No employee shall go into any department other than his own without first obtaining permission in each instance from the foreman in the department into which he wishes to go, which permission shall not be unreasonably withheld.

252. Employees Not To Leave Work To Discuss Grievances, but Failure of Supervisor To Grant Promptly Requests for Steward Representation May Constitute a Grievance

In the conduct of the following grievance procedure, workers and assistant stewards cannot leave the department or job at any time to discuss a grievance unless requested to do so by their immediate supervisor.

An aggrieved member who wishes the representation of his assistant or chief steward shall make the request through his immediate supervisor.

An assistant steward who wishes the assistance of the chief steward shall request his assistance through the supervisor involved.

Failure on the part of supervision to grant requests for steward representation with a minimum of delay may in itself constitute a grievance.

The chief steward will notify the supervisor when leaving his job to investigate and resolve a grievance and upon his return shall report to his supervisor the nature of the grievance handled. The right of the supervisor to investigate as to whether the steward is discussing a grievance shall at all times be fully recognized. It is agreed that the chief steward shall restrict his absence from his assignment to the prompt handling of grievances, within the confines of his department; failure to comply with this section shall subject him to disciplinary action.

A chief steward who wishes the assistance of the building steward shall use the nearest telephone to communicate with the building steward and then return to his regular assignment.

253. Chief Steward and Bargaining Committeemen Permitted To Leave Work if They Can Be Replaced; Manager of Industrial Relations May Be Called if Permission Refused

Stewards, when required to leave their work for the purpose of participating in the grievance procedure within their department as outlined in this article, will notify the foreman. The chief steward or members of the bargaining committee will be given permission to leave their departments when participation in the grievance procedure requires, subject to the foreman's ability to replace or relieve this employee within a reasonable period of time. If permission to leave is not granted, then the bargaining committee may call the manager of industrial relations.

254. Specified Union Officials Permitted To Leave Place of Work; Others Not To Do So Without Consent of Foreman

It is specifically understood and agreed between the parties, that, except for the steward, area representatives, the plant chairman, the shop committee, and the president, vice president, secretary and treasurer of the union, no other union official shall, without a specific prior approval of his foreman, leave his place of work, and for them, the plant chairman shall request permission.

255. Steward Not To Leave Job To Discuss Grievances Without Notifying Supervisor or Leaving Word for Supervisor. Number and Length of Conferences Kept to Minimum Consistent With Good Cooperation

The stewards shall have full and complete freedom to confer with the immediate supervisor of the department involved in taking up and adjusting grievances: *Provided, however,* That neither workers nor stewards shall leave the job at any time to discuss grievances without first notifying the immediate supervisor whenever possible. If the supervisor is out of the department, the steward must leave a note on his desk as to where he is going. It shall be understood that the stewards and officers of the union will keep the number and length of conferences at a minimum consistent with good cooperation.

256. Permission for Steward To Investigate and Process Grievances Not To Be Unreasonably Refused but Is Subject to Necessity for Maintaining Uninterrupted Operations

Shop stewards shall be permitted to investigate grievances, and to process them, as provided in section 2 above, provided that in each case the steward shall have obtained prior permission for such processing or investigation from his foreman, which permission (subject to the necessity of maintaining orderly and uninterrupted operations in the particular department or on the particular job) shall not be unreasonably refused.

257. *Stewards To Remain On Job Unless Called by Employee or Supervisor To Handle Grievance; Normally Grievances Discussed at Beginning or End of Shift*

During working hours stewards will remain on the job unless called in by an employee or supervisor to handle a grievance. It is understood that grievances shall normally be discussed either at the beginning or end of the shift to prevent interference with production; however, in the event that a situation arises which cannot be postponed in the judgment of either the company or the union, representatives of either shall request a prompt meeting which will, under such circumstances be forthwith held.

258. *Supervision Given Reasonable Opportunity To Procure Replacements for Representatives Leaving Their Jobs To Handle Grievances*

Supervision will be given reasonable opportunity to procure replacements when necessary for stewards and committeemen leaving their jobs in the handling of grievances.

259. *Grievance Representative Not To Leave Post Until Supervisor Provides Relief Worker if Work Would Be Spoiled Otherwise*

A committeeman or steward is not to leave his post to handle grievances, if by so doing work would be spoiled, without first having necessary relief provided by the supervisor of the department. Whether relief is necessary or not, the committeeman or steward must first inform and obtain permission from his supervisor before leaving his post to handle grievances. If the company feels this privilege is being abused, it will bring the matter to the attention of the grievance committee, who will undertake to prevent a continuation of such alleged abuse.

260. *Union Representatives Not To Investigate or Discuss Grievances During First Hour of Work or First Hour After Lunch*

Except in cases of emergency, union representatives shall not investigate grievances or discuss them with supervisory personnel during the first hour and the first hour after the lunch period of each shift.

261. *Stewards Subject To All Company Rules*

While stewards are elected to perform certain union functions, they are subject to all company rules and regulations.

262. *Stewards Not Authorized To Change Agreement; Settlement Contrary to Agreement Not Binding*

The stewards shall represent the union in handling grievances as is noted in the grievance procedure. The stewards will not have authority to change an article in this agreement, and no agreement or understanding if contrary to the terms or provisions of this agreement shall be binding or enforceable.

263. *Stewards Not To Give Orders to Employees or Supervisors*

It is understood that the steward shall not interfere with his regular schedule of work or the routine work of any other employee unless it is done with the permission of the employer or its duly authorized representative. It shall not be within the jurisdiction of the steward to give any order to employee nor to any person serving in a supervisory capacity.

264. *Union Representatives Not To Solicit Grievances*

The union and the company clearly recognize that the union representative may receive grievances from workers but shall not solicit same.

SPECIAL PROTECTION AND PRIVILEGES

Many agreements accord special protection to grievance representatives and grant them various privileges designed to facilitate their grievance work. Often the employer pledges not to discriminate against them in any manner. Some agreements further require that the union be consulted before stewards or committeemen are discharged, laid off, or permanently transferred. Frequently, grievance representatives are placed at the head of the seniority list in the districts they represent, and are therefore the last to be laid off in the event of a reduction in force; one of the chief justifications for top seniority for union grievance representatives is that it results in more effective settlement of grievances by protecting the job status of trained and experienced union representatives and thereby promoting the continuity of their work. (For additional clauses relating to special seniority of union officers as well as grievance representatives, see Bulletin No. 908-11; Seniority.)

In order to provide representation to employees at all times, some agreements allow the grievance representative to work overtime if any of his constituents, or a designated minimum number of them, work overtime.

Other privileges accorded grievance representatives include the following: Certain representatives designated by the union may be employed only on the day shift; representatives may be allowed to enter the plant on shifts other than their own for the purpose of investigating and adjusting grievances; use of the company telephone may be allowed to call for outside union assistance in adjusting grievances; office space for the representative may be provided.

265. No Discrimination Against Stewards or Committee Members

The company agrees not to discriminate against stewards or union committee members.

266. Stewards and Committeemen Not To Be Laid Off So Long As Any Work Is Being Performed in Their Districts and They Are Able To Do the Work

In order to secure continuity of the bargaining relationship, the shop stewards and shop committee named in the list referred to in paragraph A of this section shall, in the event of a lay-off, be continued at work so long as work is being performed in their respective districts, provided they are capable of doing the work done at that time.

267. Designated Number of Stewards To Have Top Seniority in Their Departments

Provided the company is notified in writing before notice of lay-off, a total of not more than seventy-five (75) stewards, other than temporary stewards, including all divisions, but no more than twenty-five (25) in any one (1) division, who have at least six (6) months' continuous service, will have top seniority in their department. Steward seniority can only be used at time of lay-off. A department steward shall be an employee of the department in which he is appointed steward. If a steward is transferred to another department, his stewardship lapses.

268. *Union May Designate Four Stewards, Committeemen, or Officers To Be Placed at Head of Seniority List*

The union shall have the right to designate from the seniority list four (4) employees of the company, whether stewards, committeemen or officers, to be placed at the head of the seniority list in their respective types of seniority as herein agreed to for their term of office. Four of the stewards, committeemen or officers so designated shall constitute the shop committee.

269. *Committeemen First To Be Recalled From Lay-Off When Work Starts in Their Districts*

If after complying with all of the terms of this agreement either or both the committeeman or the alternate committeeman are laid off, they will be the first to be recalled in their regular group when work starts in that group on their own jobs or on other jobs in their district that they can do.

270. *Plant Chairmen and Committeemen Not To Be Transferred Without Mutual Agreement of Company and Union*

The duly elected plant chairmen and committeemen shall not be transferred from one shop or section to another unless such transfer is mutually agreed to by the union and the company, and shall also be placed at the top of the seniority list while acting as committeeman or plant chairman.

271. *Union Notified Before Steward or Committeeman Discharged, Laid Off, or Permanently Transferred*

Twenty-four hours' notice shall be given by the company to the union before a steward or committeeman is discharged, laid off or permanently transferred to another department, provided that the company shall have the right to suspend forthwith any steward or committeeman whose conduct justifies such suspension. Should it be found upon investigation that said shop steward or committeeman has been unjustly discharged, laid off, transferred, or suspended, the company shall reinstate and compensate such shop steward or committeeman for any wages (not more than thirty (30) days of wages) lost on account of such discharge, lay-off, transfer or suspension.

Unless complaint is made by the union within five (5) days after the shop steward or committeeman is alleged to have been unjustly discharged, laid off, transferred, or suspended, the complaint shall be deemed to have been waived.

272. *Union Consulted Before Steward Permanently Transferred From One Department to Another; Consultation Not Required if Period of Transfer Less Than 3 Days*

In the event an officially appointed union steward is permanently transferred from one department to another, the union will be consulted in advance of such transfer. This does not apply to temporary or emergency transfers of less than three (3) working days.

273. *Steward Entitled To Work Overtime if 10 Or More Of His Constituents Work Overtime, and He Can Perform Available Work Without Training*

Whenever ten (10) or more employees in a department are called upon to work overtime days as provided in this agreement, the district steward shall be entitled to work, if there is work which he is able to perform, upon receiving directions needed to perform such work, without any training period, provided he agrees to work when notified that overtime work is required. If the district steward is available in the plant, he shall be notified that such overtime work is required at the same time as the other employees who are called upon to work. If the overtime work is not within the district steward's job classification,

he shall be paid at a rate within the rate range for the job classification to which he is assigned, determined with due regard to his regular rate of pay.

A district steward shall not be entitled to be called earlier than the scheduled starting time of his job because some employees in his district start work earlier than his scheduled starting time. Nor shall a district steward be entitled to be retained after his scheduled quitting time because some employees in his district start later and quit later than his job.

274. Representative Entitled To Work Overtime if Any of His Constituents Works Overtime. Only Grievances Arising During the Overtime Hours May Be Handled by Representative Working Overtime

A representative shall be entitled to work overtime, if he so requests, whenever one or more of his constituents is called upon for overtime work, and there is work available which he can perform. His privilege to leave his job during overtime hours, however, is limited to the handling of grievances relating to or arising from the work during these hours, in behalf of constituents working during such hours. The representative shall be notified, if he is available, of the overtime work at the same time as are his constituents, who are to work.

275. At Least One Grievance Representative To Be Present if 20 or More Employees Work Overtime

Whenever the company has twenty (20) or more people working overtime, there shall be at least one (1) union member of the bargaining committee or steward body present. Such employee shall perform an available overtime job before he shall be entitled to payment from the company for time spent in the plant pursuant to this clause.

276. Local Officers and Grievance Representatives Assigned to Day Shift Wherever Possible

Local officers, grievance committeemen and stewards shall be assigned to work day shift, wherever possible, unless operations require their assignment to the second or third shifts.

277. Committeemen Assigned Work on First Shift in Accordance With Their Departmental Seniority

Committeemen will be assigned work on the first shift within their job classifications in accordance with their departmental seniority standings. Where such seniority standings would not entitle committeemen to displace other employees of greater departmental seniority, the company will assign them other work as nearly comparable as possible with respect to their previous base rate of pay and which they have the present ability to perform.

278. Chief Steward May Enter Plant at Any Time It Is in Operation for Purpose of Discussing Grievances

The chief shop stewards shall be allowed to enter the plant during any hours when the plant is in operation for the purpose of consulting with the representatives of the union on grievances affecting the company and any employee. Such conferences to be held in a place designated by the company.

279. Chief Steward and Union President May Enter Plant on Shifts Other Than Their Own To Investigate or Adjust Grievances

The chief steward and union president shall be authorized to enter the company's plants on shifts other than their own to investigate or adjust grievances.

280. *Chief Steward May Call Local Union President for Assistance in Investigating Grievances*

If in the investigation of a grievance, the plant chief steward requires the assistance of the president of the local union, he will contact him by telephone. The local union president, after first notifying his foreman, may meet with him at the plant chief steward's desk to discuss the grievance.

281. *Stewards Permitted To Call Union Office From Company Telephone Without Charge*

Stewards may without charge use the company telephone to call the union office in * * *.

282. *Grievance Committee To Have a Desk in the Plant*

The grievance committee shall be given a desk in a convenient portion of the plant where each day between 12:30 and 1:30 p. m., one member of the grievance committee shall be present to take up, and discuss with any grieved employee, the question of grievances. This designated time shall be the exclusive and only time or place permitted for the discussing of grievances.

TIME AND PAY ALLOWANCES FOR HANDLING GRIEVANCES

Some agreements require all grievance discussions to take place outside working hours, but more frequently employee representatives are permitted to leave their work to handle grievances, subject to certain restrictions designed to curb possible abuses of the privilege and to prevent disruption of production.

In many plants, union representatives are not only allowed time off during regular working hours to settle grievances, but are paid by the employer for some or all of the time so spent. Unions generally favor the principle of company pay for grievance work on the ground that adjustment of grievances is also a service to the company and should be financed by it. Some employers, too, believe that grievance pay is beneficial because it attracts better union representatives and results in more efficient handling of grievances, thereby helping morale and plant efficiency. Other employers object to paying for time not worked and charge that representatives spend too much time on grievance work when they are allowed pay for it.

The National War Labor Board, in a case involving the question of pay for union representatives for time spent in processing grievances, pointed out that there are two diametrically opposed theories concerning the payment of union representatives.² One is that union representatives have an independent function to perform and as such should not be paid by management. The other is that the settlement of grievances is a personnel function of management and its cost should therefore be met by the employer.

However, the opinion of the Board noted, that while these points of view should be considered by the Board in making its decision, the

² McQuay-Norris Co., Case 2825-CS-D, July 3, 1943.

question of company payment for such time "cannot be approached as a right of the union and certainly not as a right of committeemen or stewards. It can only be properly considered as a phase of the problem of making collective bargaining work most effectively in the prompt and equitable handling of grievances over the interpretation and application of the terms of labor agreements."

The Labor Management Relations Act of 1947 contains restrictions on payments to employee representatives. Section 302 (a) provides that "It shall be unlawful for any employer to pay or deliver, or to agree to pay or deliver, any money or other thing of value to any representative of any of his employees who are employed in an industry affecting commerce." However, Section 302 (c) also states that "The provisions of this section shall not be applicable with respect to any money or other thing of value payable by an employer to any representative who is an employee or former employee of such employer, as compensation for, or by reason of, his services as an employee of such employer." Section 8 (a) 2 of the Act provides that "* * * an employer shall not be prohibited from permitting employees to confer with him during working hours without loss of time or pay."

The agreement references to grievance pay practices fall into three broad categories: (1) The company will pay in full for all such lost time, or for all the time lost at the regular or "usual" meetings; (2) the company will pay for a specified maximum number of hours (or other limitation) or only for activity undertaken at company request, such as at meetings called by the company; (3) the company will only allow time off with no pay.

Those agreements which provide pay to union grievance representatives for all working time spent on grievances usually state quite simply that they shall "suffer no loss of pay" because of grievance activity; that grievance adjustment shall be "on company time", or that stewards shall be compensated (at a specified rate) for all time spent on grievance settlement during scheduled working hours; or that all grievance meetings shall be held on company time.

A few agreements covering large plants provide for a designated number of representatives to devote full time to grievance work. Usually, however, only time actually spent on grievance work is paid by the employer, and often a maximum limit is placed on the amount of time so spent. The maximum is usually expressed as a designated number of hours per day or week, or, less frequently, per month or year or sometimes as a maximum money allowance. Where the time allowance is on a daily basis, the representative is sometimes allowed to average the time over a week or longer period, since the time consumed by grievance work may vary greatly from day to day.

Where there are several successive levels of steward representation, as in large plants, different maximum time allowances are sometimes

set for each level. Consequently, chief stewards and members of the plant grievance committee are often allowed more time off than stewards. Usually the time allowance applies to representatives on an individual basis, but in some instances, representatives draw from a common "pool" of grievance time allowed for the entire bargaining unit.

Another form of limitation is to provide that stewards shall be reimbursed by the company for time lost only at certain steps in the procedure. Limitations may also be set on the number of persons eligible for paid grievance activity.

Some agreements allow pay only for regularly scheduled joint conferences with management; others limit payment to conferences called at the request of management. Another arrangement is one which sets the regularly scheduled meetings to take place half on company time, with pay for union representatives, and half on the employees' own time.

Other agreements merely state that a "reasonable" amount of paid grievance time will be allowed and require the union to cooperate in minimizing the time spent. The management may be allowed to revoke or curtail this privilege if it is abused or to present the matter as a grievance.

A few agreements not only provide wage payment for time spent negotiating with management on grievances but also for time spent in investigating employee complaints. In other instances, the representative is allowed time off to investigate grievances, but without pay.

A few agreements require the union, rather than management, to reimburse its representatives for time lost in handling grievances.

Payment is rarely made for time spent on grievance adjustment outside regular hours since no loss of working time is involved. A few agreements, however, not only provide pay for such time, but pay at the overtime rate usually where the representative remains overtime at the request of the employer. Few agreements specify whether time spent on grievance adjustment is counted as time worked in determining eligibility for daily or weekly overtime.³

³ The Wage-Hour Division, which administers the Fair Labor Standards Act, has taken the position that all time spent by employees during their regular working hours, in grievance meetings or conferences with management, in accordance with the established grievance procedure in the plant, must be counted as time worked for the purposes of the Act. This includes time so spent during any overtime hours which the particular employees would have been scheduled to work had they not been engaged in such grievance activities. There is nothing to prevent the employer and the union from providing, by agreement, that the union shall pay all or part of the compensation due an employee for time spent in such grievance work. However, since the primary obligation for the payment of compensation due under the Act rests upon the employer, if the union fails to pay the employee for such time the employer would be responsible for such payment. All payments made for such time, either by the employer or the union, are part of the regular rate of pay.

The rate of pay for time spent on grievance work is usually the employee's regular hourly rate if he is paid on an hourly basis although some agreements stipulate a flat hourly rate, regardless of the job rate of the individual representative. Piece workers may receive their base rate or their average earnings computed over some previous period.

Agreements which provide that the company shall not pay for time spent on grievance adjustment generally state that the union representative shall be given time off without pay. However, some of these explicitly note that he shall be paid if called for grievance action at the company's request.

Some agreements require payment not only for time spent on grievance adjustment but also for time spent in collective bargaining agreement negotiations by employees who are members of the union's bargaining committee.

283. *Grievances Not Handled During Work Hours*

All grievances shall be taken up after work hours.

284. *Grievance Committeemen Allowed Unpaid Time Off To Transact Business of Committee*

This agreement provides for an orderly adjustment of complaints. To this end, the grievance committee for each mill shall be designated by the employees who are members of the union, the members of which committee will be afforded such time off, without pay, as may be required to transact the business of the grievance committee.

285. *Time Off Without Pay for Purpose of Investigating Grievances*

Each assistant grievance committeeman shall * * * upon reasonable notice to and approved by his immediate supervisor be afforded such time off without pay as may be required for the purpose of investigating the facts essential to the settlement of any grievance.

286. *International Representatives, Business Agents, and One Member of Local Union May Participate at Final Step of Procedure but Employer Not To Pay for Their Time*

The union retains the right to bring international representatives or business agents and/or not to exceed one member of the local union into any meeting with the company under the final step of the grievance procedure, it being understood that the company will not pay for the time spent by the international representatives or such member of the local union attending any meeting as provided in this section of the contract.

287. *Company at Its Option May Offer To Pay Committeemen for Lost Time*

The mill grievance committee referred to in this agreement shall consist of not less than three (3) nor more than five (5) employees, one of whom shall be chairman. The union will select the chairman and other members of the mill grievance committee, and will advise the company promptly in writing of any such selection. After notice to and permission from their foreman or the superintendent of their department, members of the mill grievance committee will be afforded such time off, without pay, as may be reasonably required for the following purposes: (a) to confer within their respective departments concerning grievance matters not settled in the first step of the grievance procedure, or (b) to confer within a department other than their own, after receiving permission

from a foreman or the superintendent of such department, concerning grievance matters not settled in the first step of the grievance procedure, or (c) to meet with the representative of the general manager in the second step of the grievance procedure, or (d) to consult together on plant property concerning grievances in the second step of the grievance procedure, or (e) to consult outside the plant with the representatives of the district organization of the union or any other persons concerning any grievance matters.

The company shall be entitled at its option to offer to pay departmental grievance committeemen for any time lost in connection with any of the above mentioned duties in the plant.

288. *Stewards and Committeemen Allowed Time Off at Regular Rate of Pay To Investigate, Present, and Adjust Grievances and Meet With Employer*

It is understood that stewards and union grievance committeemen are employed by the company to perform full-time production and maintenance work in the classifications to which they are assigned, but it is further understood and agreed that stewards and union grievance committeemen may take time off during their regular working hours and be paid at their regular rate of pay by the company to perform the following duties:

(a) To investigate, present, and adjust any grievance that may arise according to the grievance procedure.

(b) To attend, when necessary, any grievance or arbitration meetings between the company and the union, or any meetings as provided in paragraph (4) of this article (discussion of matters, except grievances, arising out of application and interpretation of agreement).

289. *Union President and Chief Steward Paid for All Time Spent on Union Business; Weekly Allowance for Time Spent by Other Stewards*

The company agrees to pay the president of the union, the chief day steward and the chief night steward, their hourly average earnings for all time spent during regular working hours on union business and in addition thereto, the company will credit the union with \$15 per week for all time spent by other stewards.

290. *Committeemen Paid for Time Spent on Conciliation*

Conciliation jointly requested by the parties shall be considered as negotiations for the purpose of paying committeemen for time lost from their regular scheduled work.

291. *Company Pays at Rate of Average Hourly Earnings for All Time Spent by Employees in Carrying Out Grievance Procedure Down to Point of Arbitration*

All time spent by employees in carrying out the grievance procedure down to the point of arbitration shall be paid by the company at the rate of average hourly earnings.

292. *Pay for Time Lost at First Two Steps of Grievance Procedure by Steward, Committeemen, and Employee Involved*

Where steps 1 and 2 of the grievance procedure take place during working hours, the company will pay on a straight-time basis for time actually lost by the shop steward, the union committeemen, and the employee involved. The employer shall not be bound to pay for the time lost in attending to steps 3 and 4 of the grievance procedure.

293. *Pay for Designated Types of Representatives at Designated Steps of Procedure*

Pay at their regular monthly rate of pay will be allowed officially designated union representatives, or their alternates as provided for in this article, for the

basic workdays of their basic workweek, while engaged in the following steps of the grievance procedure :

Stewards.....	Steps 1, 2, and 3
Chief stewards.....	Steps 3, 4, and 5
Local union president.....	Steps 4 and 5

294. *Company To Pay for Lost Time in Excess of 15 Minutes at Any One Time*

No time off shall be taken by any steward for the handling of a grievance without notification to his foreman. Any time so spent in excess of 15 minutes at any one time during working hours dealing with a representative of management at any level of the grievance procedure, shall be at the expense of the company. Time spent in the handling of any other union business shall be at the expense of the union.

295. *Steward To Spend Only 15 Minutes on Any One Grievance*

In general, the shop steward shall not spend more than fifteen (15) minutes in dealing with any individual grievance, and the company will pay him, at his base hourly rate, for the time so spent.

296. *Stewards Allowed Designated Hour During Day To Consult With Employees Regarding Grievances*

Department stewards shall be allowed one (1) hour per day (1 to 2 p. m.) when necessary, to consult with the employees in their department regarding grievances.

297. *Designated Number of Representatives To Serve on Full-Time Basis*

For the period from the effective date of this contract until March 1, 1949 the said employees shall have the right to be represented by nine (9) full-time union employees exclusive of time study stewards and thereafter for the duration of this agreement by ten (10) full-time employees exclusive of time study stewards. These representatives shall all be employees of the company and members of the [international union], local —. One of such representatives in each case shall be designated as chief steward.

298. *First Shift Plant Chairman on Full-Time Basis When Employment on Shift Exceeds 7,000*

The union may elect a committee of employees of the company from each shop or section, whichever is applicable, who will be known as the shop committee. There will be a plant chairman on the first shift. The union may elect a plant chairman on any other shift on which more than fifty (50) employees within the bargaining unit are working. The plant chairmen shall be elected by the committeemen of their shifts. The union agrees to use discretion in the number of committeemen to be selected. The first shift plant chairman may be on a full time basis during any period in which total employment on the first shift exceeds 7,000. "Full time" shall be considered to be eight (8) hours per day Monday through Friday unless the normal workweek for the company's operation is changed in which event "full time" shall be interpreted to correspond with such changed normal workweek.

299. *Pay for One-Half of Time Spent Negotiating Grievances*

The time spent in handling grievances during working hours shall be deducted, except that employees who are authorized representatives of the union shall be paid for one-half of the time spent by them in negotiating with the superintendent or the works management during working hours on grievance matters.

300. Chief Steward Allowed Paid Time Off Averaging One-Half of His Regular Working Hours

The chief steward shall be allowed up to one-half time of his regular working hours, not including time spent in grievance committee meetings, for the purpose of acting as the union's representative in the plant and shall be paid by the company for such time on the basis of his average hourly earnings for the preceding quarter. Said half time shall be an average on the basis that some weeks shall demand more or less than half time. In the event that the one-half time allowance for the chief steward above provided for proves unsatisfactory, the union shall have the right to discuss the matter with the company and, if mutually agreed upon, some other arrangement put into effect.

301. Daily Time Allowance for Chief Steward Averaged Over Workweek and Based on Number of Employees Represented

Each chief steward shall be allowed the time needed to review grievances at step 2 not to exceed the hours per day, averaged over his regularly scheduled workweek, indicated below:

<i>Number of employees represented</i>	<i>Time allowance</i>
Up to 600-----	4 hours
601 to 1,000-----	6 hours
Over 1,000-----	8 hours

302. Weekly Time Allowance for Investigating Grievances; Time Not Cumulative, but if Committeeman Has Used up His Allowance, Committeeman From Adjoining Area May Be Called

Each collective bargaining committeeman will be allowed to leave his work for a period not to exceed ten (10) hours (including the time used by substitute) in any one (1) week for the purpose of investigating grievances. This time allowance shall not be cumulative beyond one (1) week. In the event that a collective bargaining committeeman has used up the time allotted him, the shop steward in that area may call a committeeman from the adjoining area for the purpose of investigating grievances.

303. Limitation on Number of Paid Hours Per Week Which Steward May Spend in Handling Grievances

Shop stewards shall be afforded such time off from their regular work as may be required to handle such grievances as cannot reasonably be delayed until after regular working hours. If time so spent by any steward in handling grievances during regular working hours exceeds the accumulated total of two (2) hours for any workweek, reimbursement by the company for time so spent may be limited to two (2) hours' pay.

304. Paid Time Off Limited To 4 Hours Per Week for Each Steward; 20 Hours Per Week for Plant Chairman, and Total of 100 Hours Per Week for Combined Membership of Shop Committee

Grievances may be taken up during working hours and the employees who are official union representatives shall be compensated by the employer at their regular rates of pay for the time properly spent in the taking up of grievances. Such pay shall be limited in the case of stewards to four (4) hours per week per steward and in the case of the members of the shop committee, when acting as such, to a total of 100 hours per week for the combined membership of the shop committee. The 100 hours per week herein provided for the members of the shop committee shall be exclusive of the pay they may otherwise be entitled to, such as steward's pay, etc.

The plant chairman shall receive up to a maximum of twenty (20) hours per week.

305. *Multiplant Agreement: Uniform Time Allowance for District Committeemen. Shop Committeemen Allowed More Time for Grievance Adjustment in Large Plants Than Small Plants. "Reservoir" of Grievance To Be Drawn Upon During the Week Is Established at Beginning of Week*

(a) It is mutually agreed that the prompt adjustment of grievances is desirable in the interest of sound relations between the employees and the management. The total amount of time which may be used in any week by the district committeemen for the purpose of adjusting grievances and meeting with sub-management shall not exceed two (2) hours per day, averaged over the week; the total amount of time which may be used in any week by members of the shop committee for the purpose of adjusting grievances and meeting with management shall not exceed the following:

(b) In plants of fifteen hundred employees or less, four (4) hours per day, averaged over the week; in plants of over fifteen hundred employees, five (5) hours per day, averaged over the week.

(c) The total amount of time for any week shall be based upon the number of days the plant is scheduled to run, multiplied by the number of daily hours allowed in paragraph (a). This total time will then constitute a reservoir for the district or zone, as the case may be, and will be available at the start of the week to be drawn upon during the week.

(d) When a committeeman is replaced by his alternate or if there is a new committeeman elected, or if the union designates a temporary substitute for a shop committeeman, the reservoir of available hours will be the same as though there had been no change in the committee personnel.

306. *Maximum Number of Hours Per Month for Time Lost by Entire Grievance Committee; Employees To Endeavor To Maintain Normal Production During Absence of Grievance Representatives*

Time lost by the regular members of the grievance committee shall be considered as time worked, but not to exceed twenty-five (25) hours per month for the entire committee. During the absence of any steward or grievance committee member to adjust grievances, fellow employees will, without additional pay, endeavor to maintain normal production.

307. *Total Payments for Lost Time Not To Exceed Designated Sum Per Month*

Meetings with the employer will be set so that a minimum amount of work time will be lost. A union representative who loses actual time from his regular scheduled work on account of attending such meetings or other union business within the plant will receive pay from the employer for the time lost at his regular average hourly rate. Payments to representatives for time lost due to such meetings shall not exceed an aggregate sum of one hundred (100) dollars per month. It is understood that no representative or other employee shall leave his department or place of work to attend meetings or discuss grievances without the permission of his supervisor.

308. *Designated Number of Hours Per Year Allowed for Settlement of Grievances and Promotion of Good Labor Relations*

Certified representatives of the union, not to exceed twelve in number, shall be allowed a maximum of 12,480 hours per year for time to be spent in the settlement of grievances and the promotion of good labor relations between the employees and the management of the department.

309. *Pay for Time Spent at Meetings To Consider Matters Initiated by Management*

Representatives of the union who are requested by the company to attend joint conferences with the management during their regular working hours to consider matters initiated by the company may attend such conferences without loss of pay at their average earnings, whether such conferences are on or off company premises.

310. *Minimum of 2 Hours Pay at Time and One-Half If Meeting Called by Company Outside Regular Working Hours*

The members of the grievance committee shall be paid at one and one-half their regular rate of pay for all time necessary, in event they are called into conference by a company representative, at any time other than regular working hours, with a minimum of two (2) hours' pay. Time spent in such conferences shall not be deducted as a part of the regular scheduled workweek.

311. *No Pay for Meetings Requested by Union*

If the union requests a meeting, other than the regular meetings, then the committeemen who attend the meetings will receive no pay, or in other words, whenever the union requests a meeting with the management other than the regular meetings, it will be held on the employee's own time.

312. *Union Reimburses Representative for Time Lost in Presentation and Discussion of Grievances; Company Pays for Time Lost at Meetings Which It Calls*

Time of all meetings shall be arranged so as to have as little working time lost as possible. Union representatives losing time from their work at the plant by reason of discussing and presenting grievances as hereinbefore set forth shall be reimbursed by the union. Union representatives losing time from their work at the plant by reason of attending meetings and conferences at the request of the management, other than those specified by the terms of this agreement, will be reimbursed for such time lost at their regular rates by the corporation.

313. *Pay for Time Lost at Company Request; i. e., If Grievance Is Found To Be Justified*

Each representative of the union officially designated and recognized by this agreement who loses time during his working hours, at the request of the company, in the manner provided in this agreement shall receive pay therefor at a rate equal to his average earned rate for the preceding six (6) pay periods, without the inclusion of overtime earnings. The phrase "at the request of the company" as used in the preceding sentence shall mean that the company will pay for the departmental steward's time in case the grievance is found to be justified.

314. *Employer Pays for Time Lost by Committeemen at Meetings During Working Hours; Union and Employer Share Cost of Meetings After Working Hours*

Members of the bargaining committee or the grievance committee shall be paid by the [company] for the time consumed by these meetings if such meetings are held during working hours.

If such meetings are held after working hours members of the bargaining committee or the grievance committee, shall be paid for the time consumed on the basis of one-half ($\frac{1}{2}$) by the [company] and one-half ($\frac{1}{2}$) by the "union". Payments made for the time consumed by such meetings shall be on the basis of regular hourly base rate.

315. *Multiplant Agreement: Pay for Time Spent on Grievance Work Shared Equally by Company and Union. Details Worked Out Locally*

The company agrees to divide equally with the union the payment for time spent within the plant by union representatives (in the active employ of the company) during the representatives' regular working hours in the adjustment of grievances and in collective bargaining with local management. All details of this provision shall be incorporated in local supplements. Local grievance procedure shall be established to provide for the efficient and prompt settlement of grievances.

316. *Investigation of Grievances To Be at Expense of Union to "Fullest Extent Possible" but Exceptions Permitted*

The investigation of grievances by the union shall be on its own time and at its own expense to the fullest extent possible. However, cases may arise where investigation can be made conveniently on the job or on company property during working hours, in which case the following rules shall apply:

(1) In cases where such investigation requires a union representative to be absent from company duties, he will be excused with pay for regularly scheduled time lost up to one (1) hour for any one grievance, provided that on each such occasion he obtains permission from his supervisor to leave and reports back promptly to his supervisor;

(2) In cases where such investigation requires a union representative to enter company property which is within his geographic authority, he will be permitted at all reasonable times to do so upon stating the purpose for such entry and obtaining the permission of the supervisor in charge of the property. Such entry shall be subject to such safety and other working requirements as the supervisor in charge of the property may impose;

(3) In cases where investigation requires consultation with employees at work, such consultation shall not exceed one (1) hour and shall be made only by arrangement with the supervisor of the employee involved.

317. *Pay for "Reasonable Amount of Time Spent"; Union To Cooperate in Minimizing Time Spent*

Stewards and union representatives as referred to in steps one, two, and three above shall be paid at their basic rates of pay for a reasonable amount of time spent in their respective capacities in the adjustment of any grievance, and the union agrees to cooperate in keeping the time thus spent to the minimum amount required in the respective instances.

318. *Company Reserves Right To Limit Amount of Paid Time for Grievance Work if Privilege Is Abused; Union Notified Before Action Is Taken*

Stewards and committeemen who lose time during regular working hours in handling grievances, shall receive pay therefor at their base rate; but the company reserves the right to cut down the amount of time to be thus paid for when, in the judgment of the company, such privilege is being abused. The curtailment of such privilege will not be made without notifying the union in advance.

319. *Employer May Discontinue Payments if Unreasonable Amount of Time Spent, but Union To Be Given Advance Notice*

The above payment practices for time spent conferring with management are contingent upon the reasonableness of the amount of time so spent. When in the company's judgment, the amount of time so spent is not reasonable, the company will notify the union before discontinuing payment.

320. *Excess Time Spent on Grievance Work May Be Made the Subject of a Grievance*

The company agrees to pay for the company time lost by any duly authorized and designated union representative in the prompt and orderly disposal of grievances up to and including the third step of the grievance procedure. In the event that either party to this agreement is of the opinion that excess time is being spent on the disposal of grievances by any representative of either party, the matter may be referred by either party directly to the grievance appeal committee for solution, and if not there disposed of, the same may be made the subject of a grievance at that step.

321. *Committee Members Reimbursed for Expenses Incurred Attending Meetings as Well as Pay for Lost Time*

Members of the several grievance committees will be compensated at their respective regular daily rates of pay for each day such member is in attendance on any regular scheduled meeting before the district superintendent or division manager for the hearing of a complaint. Committee members shall also be reimbursed for their reasonable and necessary expenses incurred in attending such meetings.

NOTE.—This agreement covers operations scattered over an entire State, and committee members may be required to travel from their stations to district or division headquarters.

322. *Special Account Set up for Grievance Costs*

To keep an accurate account of grievance costs, a special account (352) has been established. All time spent on grievance or related problems shall be recorded either on job cards or in the usual manner in the department.

323. *Pay for Grievance Time Allowed Unless Ruled Illegal by United States Supreme Court*

All the time spent in the plant by the plant grievance committeemen in the settlement of disputes, shall be paid by the company at their regular rates of pay. The parties hereto believe that the provisions of this section are entirely proper and in conformance with existing law on the subject. However, in the event that the Supreme Court of the United States shall rule that any similar provision is illegal, then it is understood and agreed that the provisions of this section shall forthwith become inoperative and void.

324. *Time Spent Attending Meetings Paid for but Not Considered in Computing Overtime*

Employees of the company, members of the brotherhood's committee, representing the local unions above mentioned, will be allowed time off to attend meetings with company officials. They shall give their foremen, or superintendent, reasonable notice in advance of their desire to attend such meetings. The company will pay these men at their regular rates for the time lost from their regular work, when attending such meetings, but in no case will time spent in attending such meetings be taken into account in computing overtime. It is understood, however, that except for the foregoing, nothing shall be done which will interfere with the regular work of any company employee.

325. *Time Spent in Meeting With Company Representatives Counted as Hours Worked in Determining Premium Pay for Sixth and Seventh Days*

Grievances, except those of an emergency nature, shall be taken up after working hours. The members of the shop grievance committee and the bargaining committee shall not be paid for time spent in settlement of grievances and

bargaining; but any such time as is spent by the members of the shop grievance committee, the bargaining committee, or the stewards in meeting with the representatives of the company shall be counted as hours worked in determining premium pay for the sixth and seventh days worked. The shop grievance committee members will be paid at their average straight-time earnings for all time lost when meetings are held at the request of the company.

326. *Time Spent on Grievance Work Paid at Hourly Rate, or at Average Earned Rate for Previous Week, if Committeeman Is Pieceworker*

General grievance committee members, not exceeding three (3) in number, and piece-price review committee members not exceeding two (2) in number shall receive their hourly rate of pay while necessarily investigating or considering grievances referred to them in accordance with the provisions of this agreement during regular working hours, or, if pieceworkers, shall receive their averaged earned rate for the previous week.

327. *Pay for Incentive Workers Based on Most Recent Quarterly Average Hourly Earnings*

Wages for union business shall be paid on the following basis: (1) An hourly rated employee shall be paid at his own hourly rate. (2) An incentive worker shall be paid at a rate equal to his most recent quarterly average hourly earnings. However, an incentive worker in the mechanical divisions shall be paid his hourly rate plus incentive earnings equal to the department's most recent quarterly average hourly incentive earnings.

328. *Flat Hourly Rate*

The company will pay at the rate of \$— per hour for time spent by chief stewards and the plant committee in negotiating grievances.

329. *Full-Time Representative Paid at Rate He Was Receiving at Time of Assuming His Duties, Plus Any Production Bonus or Automatic Increase He Would Have Received Had He Remained on His Old Job*

(a) A full-time representative shall continue to be paid by the company at the rate he was receiving at the time of assuming his duties except that his rate shall be adjusted in accordance with any adjustments made in the rate for the classification he then held. He shall be deemed to be an active employee of the company for the purpose of applying the vacation plan.

(b) Notwithstanding subsection (a) of this section, it is agreed by the parties that if a full-time representative is elected to that position from a job coming under a production bonus plan, he shall continue to receive a bonus equal to that he would have earned had he continued on his old job.

(c) Notwithstanding subsection (a) of this section, it is agreed by the parties that if a full-time representative is elected to that position from any classification of work coming under the provisions of a written automatic step-up agreement based exclusively on classification and seniority without reference to ability or qualification, he shall be reclassified to that classification which he would have received had he continued working on his job and the necessary adjustment shall be made on his rate.

330. *Steward To Receive Extra Pay*

Said shop steward in addition to his regular rate of pay shall receive the sum of \$1 for each day worked, but not in excess of \$5 in any weekly pay-roll period.

331. *Committeemen Paid at Overtime Rate if Requested To Work Overtime in Handling Grievances*

If at the request of the chairman of the union bargaining committee and management, committeemen are requested to put in overtime in handling a grievance, they shall be paid at overtime rate for the time spent.

332. *Committeemen, Stewards, and Other Employees Attending Grievance Meetings Entitled To Overtime Payments They Would Have Received Had They Remained on Job*

The company agrees to pay at straight-time, members of the union grievance committee, shop stewards, and other employees whose presence is required, either by the company or the union at grievance meetings dealing with matters in article XI, section 5 [Grievance and Arbitration Procedure] of this agreement and held through mutual consent of both parties during the hours when above employees normally would be working.

An employee attending the meeting as specified above will be entitled to any overtime payments he would have received had he remained on his job.

In case his entire department works overtime after the completion of the regular hours and he is still held in the meeting, he will receive the overtime of the department.

PAY FOR TIME SPENT NEGOTIATING AGREEMENT

333. *Committeemen Who Are Scheduled To Work, Allowed Time Off for Contract Negotiations; Committeemen Who Are Off Duty To Serve Without Pay*

During contractual negotiations the union committee will neither gain nor lose time. Men on the committee who participate in the negotiations will not be required to work their regular shift, if they are scheduled to work. Men on the committee who are off duty will serve without pay.

334. *Pay for Time "Necessarily and Reasonably" Spent in Negotiations; No More Than 2 Employees From Any One Plant To Be Paid for Negotiating Time*

Employees who are designated members of negotiating committees by the bargaining unit shall be reimbursed by the employer for time lost from employment while engaged in negotiations. This provision shall not, however, apply to grievance procedure nor to time devoted to arbitration proceedings as provided for in this agreement. Not more than 2 employees from any one plant shall be entitled to receive pay for time lost under this provision, and the negotiations for which time lost shall be paid, shall be limited to the time necessarily and reasonably employed in negotiations, if any, relative to a renewal, revision, or modification of this agreement at the close of the term as herein provided.

335. *Paid Negotiating Time Limited to 32 Hours for Each Committeeman*

In the case of collective bargaining during contract negotiations conducted during the 60-day negotiating period mentioned in article IX hereof, the time allowed and paid for on the aforementioned basis shall be limited to 32 hours per committeeman.

NONEMPLOYEE UNION PARTICIPATION IN GRIEVANCE ADJUSTMENT

Many agreements define the right of persons not employed by the company, particularly union representatives, to participate in grievance adjustment. The local union is often explicitly authorized to call in its business agent or representatives of the international union with which it is affiliated, for assistance in adjusting grievances with

the employer. Some agreements also allow the employer to request the participation of international union representatives. Other agreements accord the international union the right to have its representatives present at grievance discussions at its own discretion. Frequently, however, participation of the international union is allowed only in the latter stages of the grievance procedure. A few agreements prohibit participation by anyone except employees of the company.

Various restrictions are sometimes imposed on outside union representatives' right to enter the plant to assist in grievance adjustment: For instance, management must be notified in advance; the number of representatives who may enter the plant at any one time may be limited; the representative must be accompanied by a management official, must obey safety rules and may not hold the employer liable for any injury suffered while on his premises. (For additional clauses, see Bulletin No. 908-12: Union and Management Functions, Rights, and Responsibilities.)

The employer, too, may be permitted to obtain the assistance of representatives from any association of employers of which he is a member.

336. *Either Party May Call Upon National Officer of Union for Assistance in Adjusting Grievances*

Where necessary, the workmen's committee shall have the right to call in a union representative. Either party shall have the right to call upon a national officer of the union to assist in adjusting grievances.

337. *Either Party May Call in International Officers or Representatives if Grievance Reaches Third Step*

The company will recognize and deal with such committeemen and stewards in the handling of grievances as provided in the grievance procedure but either party has the right to call in international officers or representatives if the grievance reaches step 3.

338. *International Representatives of Union May Participate in All Grievance, Mediation, and Arbitration Meetings Beginning With Fourth Step of Grievance Procedure*

It is understood and agreed that international representatives of the union may participate in all grievance, mediation, or arbitration meetings beginning with step 4 in the grievance procedure. It is also understood that either union or management may call into the meeting such people as they believe may help in the fair settlement of a grievance.

339. *International Representative and Any Additional Representatives Desired by Either Party Participate at Fifth Step of Procedure*

Step 5.—Grievances which have not been satisfactorily settled as hereinbefore provided shall within seventy-two (72) hours, Saturday and Sunday excluded, be reviewed jointly by the general manager of the company and/or his appointees, the collective bargaining committee and an international representative of the [union], with additional representatives as either party may desire.

340. *Participation of District Representative or International Officer at Option of Local Union at Any Step of Procedure*

Should a difference arise between an employee and the company or a group of employees and the company as to hours of labor, wages, or any other situation or question which may arise, such shall be settled by the following procedure:

1. Employee and shop steward with department foreman.
2. Employee and shop committee with industrial relations.
3. Employee and shop committee with general manager.

It is agreed the district representative or an international officer may assist in any of these steps if the local so desires.

341. *International Representative May Be Present or Participate at Discretion of Local Bargaining Committee*

An international representative of the union may be requested to be present or participate in the handling of a grievance at the discretion of the [local] top bargaining committee.

342. *Upon Appeal From Local Union, President of International Union May Participate Personally or Through His Representative*

If the manager of the mills or such representative of the company fails to adjust the complaint in a satisfactory manner within five (5) days, the local union involved has the right to appeal to the international president of the international union involved, who may either personally or through his representative refer the matter in dispute to the manager of mills of the company or his representative.

343. *Representative of American Federation of Labor May Settle Grievance*

A duly authorized representative of the American Federation of Labor may take part in any matters concerning or affecting the union and shall be permitted to enter the plant for the purpose of settling a grievance after the proper steps of the grievance procedure have been followed and shall be accompanied by a company Labor Department representative.

344. *International Representative of Union Has Right To Participate in Meetings Between Grievance Committee and Manager*

It is mutually understood that in all meetings between the grievance committee and the manager a duly accredited international representative of the union may, if he so desires, participate. Either party may summon witnesses to present evidence.

345. *Business Agents of Local Union and Representatives of Regional or National Office of Union May Participate*

In any negotiations, meetings, grievance proceedings or arbitrations involving the company or employees of the company, the union shall be represented only by employees of the company, including the president of the union, and by not more than three (3) business agents of the [local] union and not more than two (2) official representatives of the regional or national office of the [international union].

346. *Local Union Business Representative May Be on Grievance Committee*

In the event no conclusion is reached, a grievance committee, composed of not more than five (5) employee representatives, designated by the union shall meet with the management's designated representatives. If so desired by the union's committee, the local union business representative shall be a part of this committee.

347. *Other Unions in Plant May Be Represented in Grievance Meeting if Settlement Might Affect Them*

When a grievance is presented by any union under contract in this plant, the settlement of which might directly or indirectly affect one or more of the other unions, then before final action is taken such affected union or unions shall be notified and will be properly represented in the meeting if they so desire.

348. *Association Agreement: International Union Representatives May Be Present as Counsel and Advisors at Joint Relations Board Meetings; Employer May Also Have Outside Assistance*

It is agreed that in any case appealed to the joint relations board, international officers or representatives of the international brotherhood concerned are entitled to be present as counsel and advisers, and that the employer party may be similarly represented by persons engaged in the industry; *Provided*, That no more than three such representatives may be present on behalf of each party. Such representatives may if they desire call and question all witnesses called before said board.

349. *Either Party May at Any Step of Procedure Request Presence of Anyone Having Knowledge of Grievance*

Either party shall have the right to request the presence of any person or persons having knowledge of the grievance in question at any step set forth in this procedure.

350. *Aggrieved Employee May Be Called as Witness by Either Party*

Any employee submitting a grievance may be called by either party to appear as a witness when his case is being reviewed.

351. *Only Employees of Company To Participate in Grievance Negotiations*

It is further agreed that all matters concerning grievances of employees of the company when considered by the above-mentioned [union] shall be considered and acted on solely by those members of said [union] who are employees of the company.

352. *International Representative May Enter Plant if Settlement of Dispute Requires Observation of Operations*

If in order to settle a grievance it becomes necessary for an international representative to observe during working hours the operations about which a dispute has arisen, so as to understand the case, he will be permitted to enter the plant to make such observations, subject to the approval of the director of industrial relations.

353. *Business Agent Has Access to Plant During Working Hours for Purpose of Adjusting Grievances but Must Notify Manager When He Enters Plant*

The business agent and the duly accredited representatives of the union shall have access to the plant during working hours for the purpose of investigating grievances. The business agent shall notify the mill manager, when he goes into the mill and to which department he had been called.

354. *Representatives Admitted to Plant at Suitable Times To Be Agreed Upon; Representative To Make Investigations Brief and Interfere With Production as Little as Possible*

The employer agrees to admit to its workrooms at suitable times to be agreed upon, the authorized representative of the union for the purpose of investigating

grievances of union members. The union agrees that such representative will make investigations brief and try at all times to interfere as little as possible with production.

355. *Union Representatives Have Access to Plant Subject Only to Safety Rules, But Company May Require That He Be Accompanied by One of Its Officials; Representative Not To Disclose Confidential Processes of Company*

Authorized representatives of the union shall have access to the plant, subject only to the customary safety rules, but only for the purpose of conducting legitimate union business, including the discussion of grievances with individual employees and the checking, observation or verification of studies being made for the purpose of setting or resetting incentive rates or standards for the application thereof.

The company may require that the representative of the union be accompanied by an official of the company while within the plant. It is agreed that such visits to the plant by the authorized representatives of the union shall not interfere with the orderly operation of the plant or the normal work duties of any employee. It is agreed that the authorized representatives of the union will not disclose any confidential processes of the company.

356. *No More Than Two Union Representatives To Visit Plant at Any One Time; Names and Purpose of Visit Stated in Application for Entry; Company Not Liable for Any Injury Suffered While on Plant Premises*

Upon proper application to plant manager, stating the purpose and name or names of representatives, any authorized representative or representatives of the union will be granted the privilege of entering upon the properties of the — company at any time during daylight hours solely for the purpose of investigating or assisting in the settlement of any grievance of union members; *Provided*, That not more than two (2) such representatives shall be granted such privilege at any one time, and provided that such activities do not result in loss of working time of employees. The company shall not be liable in any way for any injury suffered by such representative or representatives while on plant premises.

UNION-MANAGEMENT GRIEVANCE COMMITTEES

Many agreements, particularly those with associations of employers, establish joint committees on a continuing basis, to review grievances, throughout the life of the agreement. In a few industries, the bipartisan committee operates for virtually the entire industry.

Some agreements provide for the selection of a joint committee only when the need arises to discuss a particular dispute. By the appointment of an impartial member, such committees may become arbitration committees (see p. 81, Arbitration).

The composition of the committee is sometimes specified by the agreement. For instance, multiplant agreements may require that the committee include representatives of both the local and national union and representatives of both local plant management and the central office of the company. Some agreements require that a designated number of the members of the committee must not previously have participated in negotiations regarding the grievance.

357. *Industry Grievance Committee Composed of Representatives of Employers' Association and Union*

The firm agrees that any grievances that cannot be settled between the union agent and the representative of the firm are to be submitted to the — industry grievance committee, which grievance committee shall consist of three (3) members designated by the [employers' association], and three (3) members designated by the union.

358. *Company and Union Each To Have Three Representatives on Board of Review. Board To Determine Its Own Rules and Procedure. Expenses of Board Shared Equally by Company and Union*

If a grievance is not adjusted or disposed of, promptly and to the satisfaction of the parties, through the grievance procedures, it shall then be submitted, on the written request of either party, to a board of review consisting of six (6) members, of whom three (3) shall be selected by the [company] and three (3) by the joint council [of the union]. Such request shall state fully the claimed grievance and name such party's nominees for the board of review.

The board of review shall convene within fifteen (15) days from the date of receipt of the request of either party, unless a later date is mutually agreed upon in writing. It shall select a chairman and co-chairman from among its members, shall determine its own rules and its own procedure in the particular case, and shall accord to each party such informal hearing as the board deems to be just and appropriate. The board may receive and consider written documents and statements of the parties, together with oral testimony or statements.

A decision by a majority of the members of the board of review, after hearing, as to the grievance, shall be final and binding upon the company and upon the union, its members, and upon all of the employees, and shall be complied with by each of them, for the duration of this contract or until such decision is meanwhile abrogated or modified by the board of review or by the written agreement of the parties to this contract or by the determination of a board of arbitration if the grievance is one subject to its jurisdiction.

A board of review shall have no jurisdiction or power to amend, modify, supplement, vary, disregard or contravene any provision of this contract in any respect whatsoever, or to hear and determine any matter except in such respects as are specifically authorized by this contract. Any other paragraph of this contract which relates to the board of review shall be construed strictly and consistently with this article.

Any expenses of the board of review, but not including compensation or expenses of the members representing the respective parties, shall be borne and paid equally by the — Company and the union.

359. *Multiplant Agreement: Review Board To Include Representatives of International and Local Unions, and National and Local Plant Management. At Least Two Representatives on Each Side Must Not Have Had Any Previous Participation in Negotiation of the Grievance*

The plant review board for a plant in the — area shall be composed of four (4) persons representing the union and four (4) persons representing the company. The union director shall be the [Director of specified department of international union] or an international representative designated by him, the chairman of the unit committee for the unit from which the grievance arose or a substitute from the unit selected by him, the president of the local union having jurisdiction over the plant or his designated representative, and one (1) addi-

tional person designated by the president of the local union. The company representatives shall include at least one (1) representative of the management of the plant concerned and at least one (1) representative of the national management. At least two (2) of the representatives from each side at each meeting shall be persons who have not participated in the negotiations on any grievance to be considered prior to its reaching the third stage [plant review board is third stage]. The parties may by mutual agreement eliminate one of the local union representatives and one (1) company representative from the plant review board.

360. *Chairmanship of Labor Relations Board To Alternate Between a Company Representative and a Union Representative. Decision of Majority of Board Binding, Except Unanimous Decision Is Required if Any Board Member Is Absent.*

If a grievance is not disposed of under (b) above within three (3) days (Saturdays, Sundays, and Holidays excluded) after reduced to writing, either the company or the union may present the same to the labor relations board at its next regular meeting. The labor relations board shall consist of the three (3) union committeemen appointed as provided in article — section — hereof and three (3) representatives of the company. This board shall meet regularly each Thursday at 10 a. m. One of the union members of said board shall act as chairman thereof for the first two (2) months, one (1) of the company members shall act as chairman for the next two (2) months, and every two (2) months thereafter the chairman shall alternately be a member of the union and a company representative. Special meetings of said board may be called when necessary to dispose of matters of extreme urgency. The union may have its business manager or other representative, and the company may have its labor relations director or other representative present at any such meeting, who shall have a voice, but neither of whom shall have a vote in matters under consideration. Two representatives of the union and two (2) representatives of the company shall constitute a quorum. The decision of said board must be unanimous if any member is absent; otherwise a majority decision shall be binding upon the parties to this agreement.

361. *Joint Grievance Committee Becomes Board of Arbitration by Addition of Impartial Member if Company and Union Representatives Unable to Reach Agreement*

There is to be created a grievance committee, the members of which shall consist of two (2) members selected by the party of the first part and two (2) members selected by the party of the second part. Said grievance committee shall have full charge of all referred disputes, wage and hour suggestions, recommendations and various matters that may come before such a committee, and they shall determine the same if they can reach an agreement. In case, however, said four (4) members cannot reach an agreement within forty-eight (48) hours, then a fifth member shall be chosen by the Industrial Commission of Wisconsin. The decision of a majority of said five (5) shall be final and conclusive upon both parties hereto.

362. *Employer To Pay Cost if Decision of Joint Relations Board Is Adverse to Him*

In any case where the decision of the joint relations board is adverse to the employer, the actual and necessary cost incurred by the appealing local and the employee members of the board, as approved by the board, shall be paid by the employer.

MEETINGS BETWEEN MANAGEMENT AND UNION GRIEVANCE COMMITTEE

Many agreements which do not provide for joint grievance committees, do however, require regularly scheduled meetings between union grievance committees and management to negotiate appealed grievances. The frequency of the regularly scheduled meetings is generally specified in the agreement. Some multiplant agreements schedule regular meetings at more than one step, i. e., at the plant level (next to last step) and at the company level (last step). Even where regularly scheduled meetings are provided, provisions are sometimes made for skipping the meeting if it is not necessary. On the other hand, meetings "on call," to handle emergency matters, are also specifically allowed in some agreements which set regular meeting dates. These agreements may state that all discharge or disciplinary disputes for example, shall be handled immediately, at a special meeting, rather than at the next regular meeting.

Regularly scheduled meetings are favored by some unions because they assure a hearing on grievances within a prescribed period, and by some companies because the time that management officials must spend on hearing grievances is scheduled and limited. Other union and management officials, however, prefer meetings "on call" to regularly scheduled meetings, because they provide the necessary flexibility for more prompt disposition of complaints, and the number of meetings can be adjusted to the case load.

363. *Semiweekly Meetings. Emergency Matters May Be Presented Without Waiting for Meeting*

Two specified periods per week shall be agreed upon between the chairman of the plant committee and the management for the settlement of grievances. Matters such as discharges or similar cases that cannot be reasonably delayed until the time of the next meetings, may be presented prior to the next regular meeting, upon request in accordance with the above provisions.

364. *Weekly Meetings at Designated Hour*

Wednesday of each week at 3 p. m. is hereby set as the meeting date for shop committee meeting with management. By mutual agreement other meetings may be held in case of emergency.

365. *Meetings Weekly if There Are Grievances To Be Considered*

Members of the shop bargaining committee and the plant superintendent shall meet on one (1) afternoon of each week, as may be agreed upon, whenever there are grievances to be considered.

366. *Semimonthly Meetings*

The regular meetings shall be held on the second and fourth Tuesdays of each month, the exact hour to be mutually agreed upon between the union and the management. Special meetings may be called by agreement between union and management.

367. *Monthly Meetings Held After Working Hours. Pay for Time Spent if Held During Working Hours at Request of Employer*

Union grievance committee consisting of not more than three (3) employees shall meet with the respective representatives of the company to discuss grievances on the first Tuesday of each month at five (5) p. m. No employee shall be a member of this committee when any grievance in which he is involved is to be considered. In case of emergency additional meetings may be called by mutual consent of the company and the union. All meetings of the committee shall be held after working hours unless requested by the company to be held during working hours, in which event the committee members shall be paid at their regular hourly rate, excluding overtime for the time spent at said meetings.

368. *Grievance Meetings Held During Working Hours Only if There is Mutual Agreement That Postponement Would Seriously Injure Employee's Interests*

Grievance meetings will be held only after working hours unless it is agreed between the company and the union that serious injury to the interests of an employee or the company would result if the meeting were postponed to the end of the working day.

369. *Meetings Held As Often As Necessary*

The grievance committee shall meet with the management as often as necessary.

370. *Meetings Held at Request of Either Party but Reasonable Time To Be Allowed for Arranging Meetings*

Meetings between the company and the grievance committee will be held upon the request of either party to this agreement, provided, however, that reasonable time be allowed for arranging such meetings.

371. *Union Requests for Meetings With Management To Be Granted Promptly*

All requests for hearings or meetings with the officials of the company by representatives of the union upon complaints of employees will be granted promptly and without unnecessary delay.

372. *Union To Submit Agenda Prior to Meeting*

The union will list on the agenda any matters they desire to bring up at the union-management meetings. This agenda will be submitted to the personnel director two (2) working days in advance of the meeting time.

MEDIATION

In some agreements, the terminal point of the grievance procedure is mediation by an outside impartial agency, usually the Federal Mediation and Conciliation Service or a State mediation service. Some insist on the use of conciliation services as a regular part of their full adjustment procedure, while others make its use optional. In other agreements, mediation is an intermediate step prior to arbitration, and some of these provide that mediation may be omitted and arbitration immediately invoked by mutual consent. A few agreements provide for mediation only on nonarbitrable issues.

373. *Grievance May Be Mediated if Parties Unable To Settle Dispute Through Grievance Procedure*

If the matter is not concluded at two (2) meetings [between grievance committee and company representatives at last step of grievance procedure] then the grievance may be referred to the Federal Mediation and Conciliation Service for conciliation.

374. *Mediation Required Before Resort to Arbitration*

In the event that the employer and the union fail to adjust a grievance arising under this grievance procedure, the parties, before resorting to the arbitration procedure provided in this agreement, mutually agree to request the services of governmental conciliation, mediation, or other appropriate Government agency in an effort to settle such grievance. In the event that the grievance is not settled through the aid of such conciliation or mediation, any further proceedings shall be dealt with in accordance with the provisions of article — (Arbitration).

375. *Either Party May Avail Itself of Mediation Facilities of United States Government*

During the pendency of such grievance either party to this agreement may avail itself of the services of the conciliation or mediation channels provided by the United States Government.

376. *Mediation on Nonarbitrable Issues at Request of Either Party*

In the case of a matter not within the jurisdiction of the arbitrator referred to in the above subsection A either party may ask the Secretary of Labor of the United States to designate a commissioner of conciliation to make recommendations as to how the matter should be adjusted.

377. *Mediation May Be Omitted and Arbitration Invoked by Agreement of Employer, International and Local Unions*

If the above-named parties are unable to settle the grievances to the mutual satisfaction of the parties within two (2) days, the matter shall be reviewed immediately by the above persons and by a commissioner of conciliation from the Federal Mediation and Conciliation Service unless there is unanimous agreement by the employer, the international union and the local union to proceed to arbitration as provided by step —.

378. *Mediation Not To Delay Arbitration Hearing*

At any time between the determination at step E [last step of grievance procedure] and the commencement of the arbitration hearing, the parties agree, on request of either, to further consider the grievance with the aid of representatives of the Federal Mediation and Conciliation Service or of the Michigan State Labor Mediation Board, which, however, shall not delay or postpone the hearing on said arbitration.

379. *Arbitration Postponed Until Conciliation Has Become Effective or Until Technician's Report Has Been Filed*

Either party to this agreement may, prior to the arbitration as herein provided request the conciliation service of the United States Department of Labor to send a Commissioner of Conciliation and/or one of its textile technicians to assist in a settlement of the issues. In the event such request is made, the arbitration hearing shall be postponed until the conciliation has become effective or until the technician's report has been filed.

380. *Arbitrator To Try To Mediate Grievance Before He Arbitrates*

Whenever either party concludes that further conferences in the procedure set forth in step 4 cannot settle the grievance, such party may, not later than

ten (10) days from the date of the last step 4 meeting on the grievance, refer the grievance to the New York State Board of Mediation (hereinafter referred to as the board).

This reference shall be in writing and shall be served upon the board and the other party. Upon receipt of such reference the board shall appoint an arbitrator to act upon the grievance. The arbitrator shall first try to mediate the grievance, but if this cannot be done, he shall arbitrate the grievance.

381. *Strikes and Lock-Outs Banned During 90-Day Mediation Period. Mediation Committee May Add Neutral Chairman at Its Discretion*

Should this outlined procedure fail to obtain a satisfactory settlement, there will then be declared a ninety (90) day mediation period during which time the union agrees not to strike or stop work, and the company agrees that there will be no lock-out of any of its employees. This mediation period will be used by the union and the company to thoroughly investigate the complaint, and render a recommendation acceptable to both the union and the company. The mediation committee may at its discretion call to its aid the services of a neutral chairman. The finding of the mediation committee will be issued as a recommendation to both parties to this agreement.

Arbitration

Arbitration of disputes between labor and management is today a commonly accepted principle in American labor relations. Arbitration is a peaceful, voluntary method of settling disputes by a person or persons chosen by the parties to the dispute. It is used only after the parties have failed to settle the dispute themselves, through direct negotiation. After a hearing, at which both parties voluntarily submit their evidence and arguments, the arbitrator makes a decision and issues an award which the parties have voluntarily agreed in advance to accept.

At the President's Labor-Management Conference of 1945, both labor and management representatives unanimously endorsed arbitration as the last step in a sound grievance procedure:

The parties should provide by mutual agreement for the final determination of any unsettled grievances or disputes involving the interpretation or application of the agreement by an impartial chairman, umpire, arbitrator, or board. In this connection the agreement should provide:

(a) A definite and mutually agreed-upon procedure of selecting the impartial chairman, umpire, arbitrator, or board;

(b) That the impartial chairman, umpire, arbitrator, or board should have no power to add to, subtract from, change, or modify any provision of the agreement, but should be authorized only to interpret the existing provisions of the agreement and apply them to the specific facts of the grievance or dispute;

(c) That reference of a grievance or dispute to an impartial chairman, umpire, arbitrator, or board should be reserved as the final step in the procedure and should not be resorted to unless the settlement procedures of the earlier steps have been exhausted;

(d) That the decision of the impartial chairman, umpire, arbitrator, or board should be accepted by both parties as final and binding;

(e) That the cost of such impartial chairman, umpire, arbitrator, or board should be shared equally by both parties.

Any question not involving the application or interpretation of the agreement as then existing but which may properly be raised pursuant to agreement provisions should be subject to negotiation, conciliation, or such other means of settlement as the parties may provide.

Where an agreement contains a renewal clause and a change or modification or reopening of the agreement is requested by either party, or where the existing agreement is about to be terminated, ample time prior to the termination of the agreement should be provided for the negotiation of a new or modified agreement. If such negotiations should fail, the parties should make early use of conciliation, mediation, and where mutually agreed to, arbitration.

Nothing in this report is intended in any way to recommend compulsory arbitration, that is, arbitration not voluntarily agreed to by the parties.

By and large, arbitration is an informal and flexible process. The parties themselves, by mutual agreement, establish their own rules of procedure, select the arbitrator or establish a method for his selection, fix time limits, define the problem or issue to be submitted, and mutually agree that within such limits the arbitrator's decision shall be final and binding.

Unlike mediation and conciliation, arbitration is not actually a part of the collective bargaining process, although it is often considered an adjunct of collective bargaining. Unlike mediation, which involves mutual concessions and which allows the interested parties to retain the right of final decision on a disputed point, arbitration does not involve compromise and takes the final decision out of the hands of the disputants. Having voluntarily agreed to arbitrate, the parties are bound to accept and carry out the arbitrator's decision.

Two unvarying elements must be present in arbitration, regardless of the flexibility of all other features. First, the arbitrator or arbitrators must be impartial. If a board is established that includes partisan representatives, the impartial member or chairman has the deciding vote. Second, there must be a final and binding decision embodying the judgment of the arbitration tribunal, not merely an attempt to bring the parties together in their own settlement; and the decision must be within the authority granted the arbitration tribunal.

Basically, arbitration is a substitute for economic action—the strike or lock-out. In fact, the agreement to arbitrate is frequently coupled with a “no-strike, no-lock-out” provision covering all matters subject to arbitration.

Arbitration may be either a temporary ad hoc arrangement, set up separately for each individual dispute, or it may be a permanent arrangement, the same person or board acting as arbitrator for the duration of the agreement.

The impartial agent to whom unsettled disputes are referred for final disposition may be designated as arbitrator, impartial chairman, or umpire. The matter of terminology is unimportant. The significant factor, regardless of the title by which the impartial person is called, is the scope of his authority (or his function), and this differs from agreement to agreement. Under some contracts, the arbitrator (ad hoc or permanent) may have a restricted scope. Under others, his jurisdiction may be virtually unlimited, including the final disposition of any unsettled grievance related to working conditions or even the terms of new agreements.

In collective bargaining, it is customary to distinguish between questions of interpretation or application of specific clauses in agreements which have already been negotiated and are in force and dis-

putes over the terms to be included in a new or a renewed agreement.¹ The first type of arbitration is used to settle controversies that inevitably arise during the day-to-day application of the agreement to plant operations. The second type is used to settle differences over the basic terms of employment that should be covered in a new contract. In the first instance, the arbitrator might be considered to act in a judicial or quasijudicial capacity, passing judgment on the intent or meaning of the disputed clause or its relation to a given situation. In the second instance, the arbitrator is normally held to be acting in a legislative capacity.

But there are no clear-cut distinctions between these two approaches. Whether an arbitrator will act strictly as "judge" or "legislator" or will prudently combine both of these functions is determined by the views of the arbitrators themselves as to their function; the history and maturity of the bargaining relationship; the contractual limitation on the scope of the arbitrator's authority; and various other factors. Particularly is this the case in connection with disputes arising during the life of a contract.

Most collective bargaining agreements include provision for arbitration of unsettled disputes. Such provisions vary widely in their detail. In some agreements, arbitration is provided for by a single statement, such as "unsettled disputes will be referred to arbitration"; in others, by carefully detailed clauses, incorporating definite scope of issues, rules, or procedure, methods of selecting arbitrators, time limitations, etc. The absence of an arbitration provision does not, of course, preclude the employer and union from mutually deciding to have a specific dispute arbitrated at any time by mutual agreement.²

The scope of arbitration usually includes only disputes over the interpretation and application of the terms of the contract. The contract terms are established through collective bargaining; settlement of disputes over the terms of a new contract, or amendment of an existing contract, only infrequently is within the arbitrator's jurisdiction.

Referral of unsettled disputes to arbitration after exhaustion of the grievance procedure is usually automatic (except for nonarbitrable issues), although a few contracts allow arbitration only by mutual consent.

Most agreements provide for ad hoc arbitration, that is, selection of an arbitrator or arbitration board for each dispute after negotiations have failed. Others, however, provide for the designation of an arbitration board or impartial chairman to function throughout the life of the agreement. In the absence of permanent arbitration ma-

¹ Arbitration can also be used to settle jurisdictional disputes between two or more unions as to which shall have jurisdiction over certain jobs or kinds of work.

² Such an agreement is called a submission agreement; its form is especially prescribed by statute in many States.

chinery, when the employer and union must agree upon the choice of an arbitrator after negotiations have failed, there may be a situation of mutual distrust in which agreement upon an arbitrator is difficult. Some agreements, therefore, provide for the selection of an arbitrator by a disinterested third party if the employer and union cannot agree within a reasonable time. The appointing agencies most frequently designated are the Federal Mediation and Conciliation Service, various State labor boards, and the American Arbitration Association, a private agency.

Agreements often set time limits for some or all stages of the arbitration procedure. Sometimes they include detailed rules and regulations pertaining to the conduct of the arbitration proceedings, admission of evidence, and related matters.

The expenses of the arbitrator are usually borne equally by the parties. A few agreements require the losing party to bear the total cost.

Nearly always, both the employer and the union are pledged to accept the arbitration award as final and binding.³ Frequently agreements include provisions relating to the retroactivity of the award, especially where unjustified discharge or the adjustment of wage rates is involved.

REFERRAL TO ARBITRATION

Nearly all contracts which include arbitration machinery permit either party to refer unsettled grievances to arbitration, or require all unsettled grievances to be automatically submitted to arbitration. A relatively few contracts allow arbitration only by mutual consent or state that the question of referring a dispute to arbitration shall be considered at the time that negotiations have failed to produce an adjustment; a clause similar in effect permits either party to initiate arbitration and even take such preliminary steps as the appointment of its representative to an arbitration board but cancels the right to arbitration if the parties are unable to agree on an impartial arbitrator. Some agreements allow arbitration only at the request of the party which initiated the grievance; others state that the union or the aggrieved employees may refer grievances to arbitration, but do not specify whether the employer has that right.

Where arbitration may be initiated by either party, refusal to submit to arbitration is, of course, a violation of the contract and may subject the offending party to strikes, lock-outs, monetary fines, or other penalties (see Bulletin No. 908-13: Strikes and Lock-Outs; Contract Enforcement) or may cause the contract to be invalidated.

³ This is legally enforceable in only a few States.

A few contracts restrict the number of cases which may be referred to arbitration during the term of the contract, or the number of cases which may be pending at any one time.

1. *Automatic Referral to Arbitration*

If no voluntary settlement can be promptly effected, it shall be incumbent upon the parties to submit the issue to arbitration in the following manner.

2. *Arbitration Initiated by Either Party*

Any dispute, claim, grievance, or difference arising out of or relating to this agreement shall be submitted to arbitration upon written notice of either party to the other party; *Provided, however,* That the procedure set forth in XII [grievance procedure] has first been exhausted, where that is applicable. The parties agree to abide by the award, which shall be final and binding.

3. *Arbitration Initiated by Party Which Initiated Grievance*

In the event the above processes of adjustment do not result in settlement within ten (10) days after the first meeting between field representatives of the union, the grievance committee, and the officials of the company, it is mutually agreed by the company and the union that the party presenting the grievance may refer the matter in dispute to a board of arbitration as described in the following section within ten (10) days thereafter.

4. *Arbitration Initiated by Union*

It is agreed that the manager of refineries or someone designated by him shall render his decision within ten (10) days after said meeting.

If such decision is not satisfactory, then upon request of the chief executive officer of the union there shall be set up an arbitration board.

5. *Arbitration Initiated by Union or Aggrieved Employees*

Should the decision rendered by the plant manager under step 3 of the grievance procedure be unacceptable to the union, or to the aggrieved employee or employees, the case may, if it involves the interpretation or application of this agreement, be submitted for arbitration within five (5) days thereafter upon written notice to the company by the union or the aggrieved employee or employees.

6. *Local Union's Submission of Case to Arbitration Must Be Approved by International Union*

The employer shall have the right to discharge employees in their plants, if such discharge is made for just cause. Where the local union feels that the discharge was made for unjust cause, it shall have the right to submit the question of the discharge to arbitration. The submission of any case to arbitration must be approved by the [international union].

NOTE.—The international union is party to the agreement.

7. *Referral to Arbitration if Parties Agree as to Propriety and Method*

If the parties to this agreement should fail to reach a satisfactory adjustment of any dispute arising hereunder, the matter in dispute shall be submitted to arbitration, provided the parties can and do agree as to the propriety of such submission and the method thereof.

8. *No Arbitration if Parties Unable To Agree on Impartial Arbitrator*

In the event the arbitrators selected by the company and the union are unable to agree upon the selection of a chairman or a third arbitrator, there shall be no arbitration.

9. *Union May Not Resort Both to Industry Committee and to Arbitration*

The company agrees to participate in the establishment of an industry committee composed of a representative and alternate from each of the following: [list of companies]. The union shall have the right to present to such industry committee and the industry committee shall have the power to determine any grievances which have not been settled through the use of the company's grievance machinery, excepting those arising from dismissals, merit increases, promotions, and lay-offs, provided, however, that a claim by the union that the company has abused its right to lay-off for economic reasons may be presented to the committee. The union's right to resort to this industry committee shall, however, be without prejudice to its right to proceed directly to the arbitration of any arbitrable disputes hereunder which have not been settled through the use of the company's grievance machinery; *Provided, however, That if the union resorts to the use of the industry committee then such grievance or grievances shall not be subject to arbitration.*

10. *Failure To Submit to Arbitration Considered Breach of Contract*

Failure to submit to arbitration, as herein provided, shall be considered a breach of this agreement.

11. *Strike or Lock-Out Permissible in Event of Refusal to Arbitrate*

In the event that either the company or the union requests arbitration under the provisions of this section and the party who is so requested refuses to agree to arbitration as provided under the terms of this section within ten (10) days after the submission of such request, then the union shall have the right to strike or the company to lock out.

12. *Limitation on Number of Arbitrations During Contract Year; Additional Arbitrations by Mutual Consent*

It is further mutually agreed that this provision for arbitration herein provided for shall be limited to eight (8) arbitrations during any contract year. Upon the completion of eight (8) arbitrations during any such contract year the arbitration provision herein set forth shall no longer be applicable or binding upon the parties and the prohibition of strikes, slow-downs, stoppage of work on the part of the union or lock-out on the part of the company as outlined in article III, section 1 above shall not be binding upon the parties. It is understood and agreed, however, that in the event the parties voluntarily agree to submit any such subsequent issue to arbitration they may do so and with respect to the issues so submitted, the provisions of article III, section 1 [no strike or lock-out] shall be in full force and effect.

Inasmuch as arbitration is an innovation in the relationship between the company and the union it is the express purpose and intent of both parties to this agreement to exhaust every effort to settle any differences which may arise through the first steps of the grievance procedure outlined herein and to minimize the use of arbitration, because of these considerations a limitation on the use of arbitration procedure has been incorporated herein.

13. *Pending Cases To Be Decided Before Additional Grievances Are Referred to Arbitration*

It is agreed that if any grievances are submitted to arbitration, as herein provided, the decision of the arbitrator or board of arbitration must be rendered before any further grievances may be submitted to arbitration.

ARBITRABLE ISSUES AND AUTHORITY OF ARBITRATOR

The scope of arbitration under an agreement depends basically on two interrelated factors: (1) the contents of the agreement itself and (2) the authority granted the arbitrator. Two agreements may limit the arbitrator's authority in identical fashion, as for example, to disputes over the interpretation or application of any clause in the agreements; one arbitrator, nevertheless, may have greater scope because the agreement under which he functions covers many more matters than the other. The issues which are arbitrable, therefore, vary with the contents of agreements themselves.

Most agreements with arbitration include disputes involving interpretation or application of contract clauses within the scope of arbitration. Only issues arising out of the agreement are, therefore, arbitrable. The arbitrator may decide only questions over matters already covered by the agreement and must limit his awards to interpreting its provisions in deciding the respective rights and duties of the parties on particular issues. This type of arbitration is provided by such phrases as "any grievance or dispute arising out of the terms of this agreement"; or "any dispute as to interpretation, application, or alleged violation of any of the provisions of this agreement." Some agreements modify this basic area by specifically excluding certain issues, while others expand on it by explicitly making arbitrable certain issues which are ordinarily beyond this scope. Some agreements which provide that arbitrable issues are not limited to the interpretation or application of the agreement nevertheless state that the arbitrator may not change the agreement.

Under a limited arbitration provision, the arbitrator is limited to an interpretation of the specific matters covered by that agreement and to deciding grievances over rights specified in contract clauses. Modifications, amendments, or additions to the contract are specifically prohibited. Limited arbitration may be achieved either by defining a grievance, limiting the arbitrator strictly to contract interpretation, or specifically excluding certain subjects from arbitration.

Under a general arbitration provision the arbitrator may rule on any grievance or complaint or any difference between the parties arising during the term of the agreement. A few contracts even authorize the arbitrator to make changes in the contract or to determine the terms of a new one.

Many agreements do not define the jurisdiction of the arbitration machinery. These agreements consider arbitration the final step of the grievance procedure; the definition of a grievance apparently carries through as the scope of arbitration. Some of these agreements state that any issue not settled at the last step shall go to arbitration. Others in this group introduce the arbitration section with a phrase

similar to the following: "Any dispute which cannot be settled under the grievance procedure" shall be submitted to arbitration; or, "in the event of failure to adjust the grievance by means of the foregoing steps, then such grievances shall be submitted to arbitration."

Some agreements are ambiguous about the types of controversies that can be arbitrated. They do not, for example, make clear whether an arbitrator may rule on questions which are not specifically covered by the contract. Some agreements specifically provide that any dispute over wages, hours, or other conditions of employment may be arbitrated, but they do not indicate whether arbitration is restricted to the interpretation of the wage and other clauses in the agreement or whether wages or hours as such may be arbitrated.

Because of the possibility of dispute between the parties as to whether a particular issue falls within the scope of arbitration, some agreements provide that the arbitrator shall first determine whether the issue is properly arbitrable.

The scope of arbitration is often set forth in connection with other substantive contract clauses as well as in the formal provision establishing arbitration. Discipline and discharge clauses, wage reopening clauses, classification clauses, clauses dealing with the establishment or adjustment of new piece rates or rates for new jobs, promotion clauses, and many others often make provision, express or implied, for arbitration of disputes over these issues. Although disputes regarding discipline and discharge are probably most frequently listed as arbitrable, discharges for such flagrant causes as drunkenness or dishonesty may be excluded from arbitration, as well as disciplinary action resulting from participation in strikes (see Bulletin No. 908-5: Discharge, Discipline, and Quits; Dismissal Pay Provisions, and Bulletin No. 908-13; Strikes and Lock-Outs; Contract Enforcement).

Arbitration of disputes regarding general wage changes when a deadlock occurs on wage renegotiations during the term of the agreement is sometimes permitted, but more often this issue is nonarbitrable. Other subjects frequently excluded from arbitration are so-called management prerogatives, production standards, setting rates on new or changed jobs, promotion to a job outside the bargaining unit, and such basic management functions as determining the methods of production. Arbitration of the terms of a new or renewed contract is often specifically prohibited.

14. Scope of Arbitration Includes Disputes of Any Nature

Any dispute, difference, disagreement, or controversy of any nature or character, whether or not a grievance, between the union and the employer, which has not been satisfactorily adjusted within fifteen (15) working days after the initiation of conferences between representatives of the union and the employer, shall be promptly referred to arbitration by either party hereto as follows.

15. *Scope of Arbitration Includes Both Disputes Arising From Contract and From Matters Not Specifically Covered by Contract*

All disputes and grievances which arise under this agreement as well as those on matters not specifically covered by this agreement shall be promptly and peaceably settled and resolved as follows: * * * * *

By the [State] Board of Conciliation and Arbitration by whom the dispute, grievance, or controversy shall be arbitrated and its decisions thereon shall be final and binding on all parties.

16. *Matters Involving Interpretation and Application of Agreement Subject to Arbitration*

The arbitrator's authority shall be limited to matters involving the interpretation and application of the provisions of this agreement. The arbitrator may not modify, amend, or add to the terms of this agreement.

17. *Questions of Fact and Meaning or Application of Agreement Subject to Arbitration*

Any question of fact or of the meaning or application of this agreement which has not been satisfactorily settled as above provided may be submitted by either party for arbitration by an arbitration board of three (3) members, provided each previous procedural step has been properly followed.

18. *Arbitrable Subjects Limited to Specified List*

No terms can be added to or subtracted from this contract, nor any provision thereof changed by arbitration. Arbitrable grievances shall be limited to (a) determination in matters of discipline of: (i) cause for discipline, and (ii) degree of discipline; (b) determination of the seniority rights only, which are expressly and unconditionally granted by this agreement; (c) call-in pay; (d) leaves of absence; (e) claimed misapplication of the incentive system, provided that M-values (standard minutes of work) are not subject to arbitration; and (f) ambiguous contract provisions relating to arbitrable matters.

19. *Proposed Changes in Contract Subject to Arbitration*

Sixty (60) days prior to the expiration of this agreement, either party may serve upon the other notice of any proposed changes or modifications in this collective bargaining agreement and the parties shall immediately begin discussions on such proposed changes or modifications in an effort to reach an understanding before the expiration date of this agreement. During such negotiations this agreement shall remain in full force and effect. Should the parties fail to reach an understanding as to proposed changes or modifications, both parties agree to submit the differences to a board of arbitration to be constituted and the expenses to be proportioned the same as provided in section — hereof.

20. *Proposed Contract Changes Regarding Wages and Hours Subject to Arbitration*

When under the terms of this contract, negotiations have been opened looking toward changes in any of the provisions of this contract, regarding wages and hours, and the parties are unable to agree upon such proposed changes, then and in that event, the matters in dispute shall be referred to arbitration by an arbitration board constituted and functioning under similar terms, methods, and conditions to those provided for arbitration under section 3 (b) of this paragraph.

NOTE.—Section 3 (b) of this 1-year agreement provides for arbitration on "Any disagreement, dispute, or grievance which shall arise between the union or the employees and the company with respect to the interpretation or application of any of the terms or provisions of this contract."

21. *Scope of Arbitration Includes Disputes Involving Wages, Hours, Conditions of Work, and Relations Between the Parties*

Any and all matters of dispute, difference, disagreement, or controversy of any kind or character between the union and the association and/or member involved, involving or relating to wages, rates, hours, conditions of work, and the relations between the parties, arising during the term of this agreement or any renewal thereof, including but not limited to the interpretation, construction, or application of the terms of this agreement, shall be submitted to the impartial chairman for final and binding decision by him. It is understood and agreed, however, that the impartial chairman shall not have power to alter, modify, or change this agreement or any of the terms or provisions thereof, and the union and the association and/or member involved agree to be bound by and abide by the decisions of the impartial chairman.

22. *Listed Arbitrable Matters Include Noncompliance With Automatic Wage Progression Schedule, Wage Rates on New or Changed Jobs, Absence of Just Cause for Disciplinary Lay-Off or Discharge*

Any disagreement between the parties to this contract as to the meaning or interpretation of any provision thereof, as to the following matters, which is not settled by direct negotiation, shall be referred to arbitration as provided in section 3 of this article X.

1. Meaning or interpretation of any provisions of the contract;
2. Alleged violation of any provision of the contract by either the company or the union;
3. Alleged failure of the company to comply with the "Automatic Wage Progression Schedule" agreed upon and incorporated in the contract;
4. Disagreement on wage rates established during the term of the contract for new or changed jobs, on the condition that the arbitrator's award must be consistent with the "Automatic Wage Progression Schedule" and rate setting method in effect;
5. Alleged discrimination, intimidation, or coercion in violation of the contract by either the company or the union;
6. Alleged absence of just cause for disciplinary lay-off or discharge.

23. *Arbitrator May Determine Whether There Is Good Cause for Withdrawal of Beneficial Employment Conditions Not Covered by Contract*

This agreement shall not be deemed to impair any conditions of employment more beneficial to the employees than those provided herein; and any conditions of employment not covered by this agreement which are beneficial to employees and which are now in effect as regular company practice shall be continued during the period of this agreement unless there is good cause for their withdrawal. Either party may demand arbitration with respect to a dispute as to whether good cause exists.

24. *Scope of Arbitration Includes Claims of Discrimination for Union Activity or Membership and Alleged Violation of Specified Contract Provisions*

It is understood, however, that it shall be the function of such board to make a decision in claims of discrimination for union activities or membership and any alleged violation of the terms of this agreement on the subject of recognition, representation, grievance procedure, seniority, disciplinary lay-offs, wages, and discharges and leaves of absence only. It shall not have power to add to or subtract from or modify any term of this agreement.

25. *Question of Union Membership in Good Standing Arbitrable*

If, through the grievance procedure, a dispute is not settled as to whether an employee is or is not a member of the union in good standing, such dispute shall be submitted to an arbitrator to be selected as provided herein. The decision of the arbitrator shall be final and binding upon the parties.

26. *Work Loads and Wage Rate Changes Resulting from Work Load Changes Subject to Arbitration*

Disagreement over work loads or over changes in wage rates resulting from agreed-upon changes in work load, shall be subject to arbitration according to the procedure described in article —.

27. *Discipline and Discharge Subject to Arbitration*

In all cases of discipline or discharge, the company shall immediately present a written statement of its reasons to the chairman of the general shop committee if available, or any other member of the general shop committee * * *. Such grievances, if not adjusted within two (2) weeks thereafter between representatives of the company and union, shall be settled by arbitration as provided in this agreement.

28. *No Arbitration of Discharges for Drunkenness, Use of Drugs, Dishonesty, Neglect of Duty*

Without excluding other causes for discharge, the following shall constitute absolute causes from which there shall be no appeal to negotiation or arbitration between the employer and the union, namely :

- a. Drunkenness or Use of Drugs.
- b. Dishonesty.
- c. Neglect of Duty.

29. *Discharges for Conduct Detrimental to Public, Fellow Employees, or Company Not Subject to Arbitration*

It is agreed that the company has the right to employ, promote, demote, transfer, or discharge employees for cause. If a union member is discharged or demoted for any reason, such employee shall have the right to have his case reviewed, provided he requests such review within two (2) weeks, in accordance with article II, section 3; but no discharge for conduct detrimental to the public, a fellow employee, or to the company shall be subject to arbitration under article II, section 3.

30. *No Arbitration of Disciplinary Suspensions of a Week or Less for Employees' Violation of Laws and Regulations*

The fifth step [arbitration] shall not apply to suspensions of a week or less imposed by the companies on an employee for violations of State, Federal, or municipal laws, or the regulations of boards or bodies thereof.

31. *Listing of Subjects Excluded From Arbitration*

The planning, directing, and controlling plant operations; introducing new or improved production methods or facilities; making and enforcing reasonable employee plant conduct rules to assure orderly and efficient plant operations; amount of supervision necessary; combining or splitting up departments; schedules of production; establishment of standards of quality; determination of the extent to which the plant will be operated; employment increases or decreases; the determination of employee competency; piece-work rates on similar jobs in production during past twelve (12) months on which employees have made their average; basic wage rates as fixed by this agreement, and merit increases in wages shall not be arbitrable.

32. *No Arbitration of Matters Not Pertaining to Employer-Employee Relationship. Changes in Terms of Agreement Not Arbitrable Except at Time of Biennial Renegotiation of Wages, Hours, or Vacations*

The [arbitration board] shall not have power to add to, subtract from, or to change any of the terms of this agreement establishing and creating the powers of this [arbitration board]. The [arbitration board], further, shall have no power to determine any matters relating to prices or charges for service, or to the nature or type of service to be rendered or the manner or method of rendering service, or to the products and supplies used by the company, or related to any other matter not pertaining to the employer-employee relationship of the companies and the employees covered by this agreement. It further shall not have power to add to or subtract from or change any of the terms of this agreement, except upon the biennial reopening for negotiation of the provisions of the contract relating to wages, vacations, or hours as provided for in article XII of this agreement, and upon such occasions the [arbitration board's] scope of review shall be limited to those subjects. When upon such reopening and renegotiating of wages, vacations, or hours, the terms are then settled, the provisions of the agreement shall then remain unchanged until the next biennial reopening of the contract.

33. *Basic Management Rights Not Subject to Arbitration*

Questions which shall not be subject to arbitration are such basic company policies as the rights of management to make contracts, to employ, to protect its property, to manage its business, and general wage adjustments.

34. *Matters Not Included in Agreement Not Arbitrable*

The board of arbitration shall not have the right or authority to add to, subtract from, or alter any of the provisions, nor shall it have jurisdiction over matters not included in this agreement.

35. *Ban on Arbitration of Changes in Contract, Provisions of New Contract, Scope of Bargaining Unit, Specified Wage Matters, and Management Functions*

Any questions involving changes or modifications of the provisions hereof, the provisions to be included in any subsequent agreement, the scope of the bargaining unit, new job classifications, the revised group incentive system, wage increases, or the company's management functions, shall not be subject to arbitration hereunder.

36. *Exclusion of Disputes Relating to Contract Amendments, New Job Classifications, Production Standards*

Any matter shall be arbitrable if it arises out of the interpretation, violation, or claim of violation of this agreement, except disputes pertaining to:

- (a) Negotiation relative to amendments to this agreement.
- (b) New job classifications not covered in this agreement and the rates of pay for them.
- (c) Production standards.

37. *Limitations on Arbitrator's Authority To Decide Grievances Involving Production Standards*

It is understood and agreed that in the case of grievances involving production standards the arbitrator shall have only the power to decide:

- (1) Whether through error insufficient credit is being given in connection with an existing standard.

(2) Whether, in the case of a changed standard, the operation has been changed so that the amount of work required to perform the job has changed.

(3) Whether an approved standard has been reduced when there was no change in the job.

(4) Whether a standard after being changed will permit the same opportunity for earning premium as existed under the original standard.

The arbitrator shall have no power by his award to establish, discontinue, or change any production standard.

38. *General Wage Increases or Decreases Not Subject to Arbitration*

Any grievance or disagreement, except those concerning general wage increases or general wage decreases, shall at the request of either party be settled by arbitration as follows:

39. *Individual or General Wage Increase Not Subject to Arbitration*

The question of either an individual wage band or a general wage increase shall not be submitted to arbitration.

40. *Arbitration of Rates for New or Changed Jobs Limited to Determination of Their Fairness in Relation to Other Job Rates*

An arbitration board may decide whether a rate range for a new job classification, or a rate range for a job classification in which a significant change is made after the effective date of this agreement, bears a fair relationship to the rate ranges for other job classifications in the bargaining unit, but shall have no authority to establish or change any rate range.

41. *Wages, Hours, and Issuance of Union Label Excluded from Arbitration*

Except as elsewhere provided herein, the following questions are expressly declared to be nonarbitrable and shall not be subject to arbitration:

- (1) The scale of wage herein provided for.
- (2) The hours of work.
- (3) The proprietorship and issuance of the union label.

42. *Changes in Production Methods Not Subject to Arbitration*

The right of the company to change methods and processes or to use new processes and equipment shall not be subject to arbitration.

43. *Existing Work Loads Not Subject to Arbitration; Work-load Changes Arbitrable*

The grievance and arbitration provisions in this contract shall not be applicable to existing work loads, but only to changes in presently existing work loads.

44. *Established Safety and Plant Rules Not Arbitrable but Question of Fact Regarding Breach of Rules May Be Arbitrated*

The board of arbitration shall not have the power to pass upon the company's production standards, methods, practices, or procedures, or its established non-discriminatory safety rules, or plant rules and regulations; but nothing herein contained shall be used for the purpose of evading any of the provisions of this agreement.

In the event that the employee shall deny the actual occurrence of any such breach or disregard of any such safety rules, or instructions, then upon request of the union there shall be submitted to arbitration, in the manner herein provided, the question of fact as to such actual occurrence. If it shall be thus determined by arbitration that there was any such actual occurrence, then the company's decision on the question of discipline involved shall be final and binding on all parties. The board of arbitration shall not go beyond what is necessary

for the interpretation and application of this agreement or the obligations of the parties under this agreement. Issues not directly involved in the case shall not be decided by the board of arbitration.

45. *Specified Subjects Subject to Grievance Procedure but Not Subject to Arbitration Except by Mutual Consent*

Disputes between the parties hereto regarding the following matters may be taken up under the grievance procedure but shall not be subject to arbitration except by mutual agreement:

(a) Changes in the established wage schedule and in piece rates in effect when this contract is signed.

(b) Any matter which involves a modification of any provision of this contract.

(c) Any matter which is not related to hours, wages, or working conditions or to any other subject covered by this contract.

(d) Management functions except as otherwise provided in this contract.

46. *Wages and Premium System Subject to Arbitration Only by Mutual Consent.*

If Consent Refused Union May Appeal to Government Agency or Strike

In cases of dispute or grievances which have not been adjusted by the foregoing method, the question shall be submitted to arbitration before the American Arbitration Association, according to its rules and the laws of New York State; *Provided, however,* That with regard to any grievance or dispute as to wages, wage rates, premium system or application thereof, no question affecting the same be submitted to arbitration (except as hereinafter provided for an arbitration of time standards and except disagreements concerning the rights or status of individual employees, including their wage claims), unless the employer shall specifically, in writing, consent to arbitrate the same after the question has arisen; but if such grievance or dispute shall arise and same shall not be arbitrated, then the union shall have the right to submit the matter to the appropriate government agency or to declare a strike, and such action shall not be deemed a violation of this agreement.

47. *Question of Whether Matter Is Arbitrable May Be Submitted to Arbitration*

If the parties are unable to agree as to whether or not any particular grievance is arbitrable under the conditions of this paragraph, this question of arbitrability may be submitted to arbitration under the procedure outlined above.

48. *Umpire To Dismiss Cases Which He Considers Are Properly the Subject of Collective Bargaining*

In each case submitted to him the umpire shall first determine whether the dispute is properly a grievance of a matter properly the subject of collective bargaining. If the umpire determines that the dispute is a matter properly the subject of collective bargaining, he shall dismiss the case. If the umpire determines that the dispute is a grievance, he shall decide how the grievance shall be settled. The umpire shall not have the power to add to or to subtract from, or to modify any of the terms of this agreement, or any supplemental agreement without the express consent of the parties.

49. *Arbitrator May Instruct Parties to Re-enter Negotiations on Nonarbitrable Issues; Arbitrator May Participate as Mediator*

The arbitrator is not authorized to change or alter this contract or the terms thereof in any decision or make any decision that effects an addition to the contract. In the event that the arbitrator finds that the question is not subject for arbitration as limited by this section, and by the provisions of section 1,

article 2, of this contract [management rights] he shall so find, he may then instruct the parties to reenter negotiations and may participate in such negotiations as mediator, but without any powers of compulsion.

50. *Arbitrator Who Exceeds His Jurisdiction Disqualified for Further Service*

In the event the parties agree that an arbitrator has exceeded his authority and jurisdiction, he shall be disqualified for further service under the agreement.

FORMULATION OF ISSUES

Many agreements require the parties to submit to the arbitrator a joint statement clearly defining the issues in dispute. If the parties are unable to agree on a joint statement of the issues, each party may be permitted to present a separate statement of what it considers to be the issues, and the arbitrator is authorized to formulate the issues to be arbitrated, using as a basis of his formulation the statements and objections of both parties, records of negotiations at prior steps of the grievance procedure, and other pertinent information.

51. *Joint Statement To Define Clearly the Issues To Be Arbitrated*

Before any matter is submitted to arbitration the parties shall submit a joint statement limited solely to the facts as stated in the written grievance and clearly defining the issues to be arbitrated.

52. *Arbitrators To Consider Only the Issue Stipulated in Writing by Employer and Union*

In considering the grievance as provided for above, the arbitrators shall limit themselves to the grievance as stipulated in writing jointly by the employer and the union, and shall neither add to nor subtract from the stipulated grievance or the terms of this agreement.

53. *Parties To Confer as Necessary Until Agreement Is Reached on Statement of Question To Be Arbitrated*

The notice shall contain a statement of the question to be arbitrated and shall name the one member appointed to the arbitration board by the party serving the notice. The other party shall promptly give notice in return naming the one member whom it appoints to the arbitration board and stating its agreement or disagreement with the statement of the question to be arbitrated. In the event of disagreement it shall restate the question to be arbitrated and the parties shall confer as necessary until a statement is agreed upon.

54. *Questions Other Than Those Involving Compensation To Be Submitted in Form Permitting "Yes" or "No" Answer. Arbitrator Formulates Question if Parties Unable To Do So Within Specified Time Limit*

Immediately after receipt of notice of intention to appeal, the parties shall meet and make bona fide efforts jointly to formulate the questions for arbitration. If agreement is reached on the questions they shall be reduced to writing, signed by the parties, and forwarded to the arbitrator with the statements of facts and circumstances.

If the parties have failed to agree on the formulation of the questions by the fifteenth day following the decision appealed from, then the task of formulating the questions will be submitted to the arbitrator together with the statements of facts and circumstances. If the parties do, however, succeed in jointly formu-

lating the questions after the fifteenth day and prior to the date of the hearing, the questions may then be forwarded to the arbitrator.

Questions, except those as to the amount of compensation for loss of earnings, appealed to arbitration shall be submitted to the arbitrator only in such form as will permit an answer of "yes" or "no." In cases involving loss of earnings, the arbitrator shall determine whether the employee is entitled to compensation, and if so, in consideration of all the circumstances, for what period of time. It is understood that the term "compensation" as used herein means payment for loss of earnings, and that in no event shall an award be made granting an employee more than the loss of earnings he has sustained. An award for compensation may, however, also include an award for expenses necessarily incurred in seeking other employment.

All questions shall be confined to the grievance of an employee arising as to the application of the agreement to such employee at a specific time as set forth in the original written grievance presented to the foreman.

55. *Parties To Present Joint Statement of Issues To Be Arbitrated. If No Agreement, Arbitration Board Defines Issues on Basis of Statements and Objections of Each Party and Records of Prior Negotiations*

When any dispute or question is submitted to arbitration as herein provided, the company and the union shall jointly present to the arbitration board a statement in writing of the specific issue or issues to be arbitrated, and the arbitration board shall confine its decision to the issue or issues so presented. If the parties do not agree upon such a joint statement within five (5) days after the fifth member of the arbitration board has been appointed, each party shall submit within five (5) days thereafter a written statement of the specific issue or issues believed by it to be involved, subject to written objection by the other party, and from such statements, objections, and any record made in the prior negotiations or conferences, the arbitration board shall determine the specific issue or issues before it and notify each party thereof in writing at least five (5) days before proceeding with the case.

56. *In Absence of Stipulation of Issues, Original Letter of Grievance, Management Decisions, and Union Appeals at Each Step of Grievance Procedure Used To Define Issues*

Before the submission of a grievance to arbitration the company and the union shall set forth in writing specifically the issue or issues to be submitted to arbitration, and the arbitration board shall confine its decision to such stipulation of issue or issues. If a stipulation of issue or issues has not been arrived at by the parties at the time the third (3d) impartial member is present to hear the case, the original letter of grievance together with the written management decisions at each step of the grievance procedure and the union's written appeals from those decisions shall be used and considered as the issue or issues of the case.

COMPOSITION OF ARBITRATION AGENCY AND SELECTION OF ARBITRATOR

Arbitration may be conducted either by a single nonpartisan arbitrator or by a tripartite board composed of an equal number of employer and union representatives with an impartial member acting as chairman. Occasionally, the board will be composed entirely of neutral or so-called public representatives. A few agreements allow the parties the option of having either a single arbitrator or an arbitration board. Under a few other agreements, unsettled disputes are

submitted for arbitration directly to a government or private agency without specification as to how these agencies are to handle the matter.

Most often, all the members of an arbitration board, including the impartial chairman, are selected before the arbitration hearings start, and the board functions as a tripartite board at all times. In other contracts, the partisan representatives first attempt to settle the disputed issue. Only after they have unsuccessfully attempted to agree on a final decision does the board become a tripartite board, with the impartial man added to make a decision possible.

Arbitration may be conducted by an individual or board newly chosen each time a dispute arises, or by a person or board named in the agreement and serving continuously during the life of the agreement. The first is called *ad hoc* arbitration; the second, permanent arbitration, under which the arbitrator is charged with deciding all disputes arising under the agreement. In the case of *ad hoc* arbitration, the agreement merely provides machinery for selecting an arbitrator when the need arises; the problem of selecting an arbitrator or board must be faced each time arbitration is requested. Under permanent arbitration, the individual or board, once chosen, serves continuously throughout the life of the agreement, or for some other designated period, or until his services are terminated at the request of either the employer or union.

Agreements calling for permanent arbitration usually specify a single arbitrator rather than a tripartite board. In some instances where a board is provided, only the impartial chairman serves on a permanent basis while the company and union representatives are selected for each dispute. In others, the entire board is established for the duration of the agreement with specified personnel serving regularly and continuously. In still others, a permanent bipartisan board of equal employer and union representation first acts on grievances. If no decision is reached on a particular dispute, a neutral member or impartial chairman is selected to decide the issue.

There are a variety of ways in which an arbitrator may be selected, either directly by the parties or with the assistance of governmental or private agencies or individuals. Although the methods listed below are not exclusive, they indicate the extremes: from those where the parties exercise complete control over selection to those where the selection is made initially by an outside agency.

(1) The parties directly agree on the arbitrator. If he is the "permanent" arbitrator under the contract, he may be named in the contract or the agreement may stipulate that he shall be designated within a specified period after the agreement has been signed.

Some agreements which provide for direct selection of the arbitrator by the parties fail to provide a predetermined means of breaking a

deadlock in the event the parties are unable to agree upon the choice. Others, however, provide for the selection of an arbitrator by an outside agency or individual, upon the request of either party, if they are unable or fail to agree on his selection within a limited period of time. Still others stipulate that the parties shall make the selection from a list of names to be furnished by an outside agency, if they cannot agree on a choice directly.

(2) The parties may each select an arbitrator, the two so appointed to agree upon a third, who acts as impartial chairman. If the two parties, or their representatives, cannot agree upon a chairman, selection is often referred to an outside agency.

(3) An outside agency immediately appoints the arbitrator at the time arbitration is requested. Permanent arbitrators are rarely appointed directly by an outside agency, although some agreements provide for outside appointment in the event the parties deadlock on the selection.

The Federal Mediation and Conciliation Service, various State labor boards or mediation agencies, and the American Arbitration Association are most frequently designated as the agencies who shall appoint or aid in the choice of an arbitrator, either initially or after the parties have failed to agree upon the selection. Occasionally, an individual, such as the Secretary of Labor, a judge, college president, or city mayor, is asked to make the appointment.

Often the outside agency does not make the actual appointment but submits a panel of qualified arbitrators from which the parties make the selection. Under these circumstances, a deadlock on the selection is still possible, although some contracts avoid this contingency by specifying that an odd number of names are to be on the list and the parties are to eliminate names from the list alternately until only one remains. Another alternative is to have the outside agency subsequently select the arbitrator if the parties cannot agree on one of the list furnished. The parties may also be allowed to request a second list of arbitrators if none on the first panel is mutually acceptable.

Especially where a permanent arbitrator is used, the employer and union must also select an alternate or deputy if the arbitrator named is unwilling or unable to serve. In most cases, the procedure used to select the original arbitrator is utilized to appoint his successor. In some agreements, however, special selection procedures are established.

AD HOC SINGLE ARBITRATOR

57. Single Arbitrator Chosen by Parties; No Reference to Selection by Outside Agency if Parties Unable To Agree

In the event that any and all disputes, disagreements, controversies, or misunderstandings of any kind or character shall not have been satisfactorily settled

within two (2) weeks after the initiation of conferences under clause 2 of this section, the matter shall be referred to an impartial arbitrator to be appointed by mutual agreement of the parties.

58. *Arbitrator Mutually Agreed Upon, Selected From List Submitted by American Arbitration Association, or Appointed by American Arbitration Association*

If, within three (3) days after either party shall have notified the other of its desire to arbitrate, the parties shall fail to agree upon an arbitrator, the matter in dispute shall be referred to the Industrial Arbitration Tribunal of the American Arbitration Association in the following manner: (a) either party hereto may request the above-named association to furnish to each party identical lists of persons eligible to serve as arbitrators and (b) if, within ten (10) days from the receipt of the lists, the parties shall fail to agree upon a single arbitrator, the above-named association shall appoint an arbitrator.

59. *Arbitrator Selected From Lists Submitted by Union and Company; Federal Conciliation Service Makes Appointment in Event of Deadlock*

The arbitrator will be selected by mutual agreement from lists of names submitted by the union and the company, respectively. If no arbitrator is agreed upon after three lists of names of not less than ten (10) different names per list have been submitted by each party, the United States Department of Conciliation will be requested to appoint an arbitrator. The lists of names must be submitted and selection of an arbitrator or rejection of all names must be completed within three (3) working days after date of determination that the matter in question is to be submitted to arbitration.

60. *Selection Made by Striking Two Names From List of Three Designated in Contract; First Strike Made by Party Which Did Not Initiate Arbitration*

Whenever it becomes necessary to select an arbitrator to hear and determine an arbitrable grievance or group of such grievances arising at the works covered by this agreement, the parties shall arrange a meeting for the purpose of making such selection. They shall first endeavor to agree upon such selection but if no agreement is reached they shall proceed forthwith to make the selection through a process of elimination. From the list of three (3) names appearing in section 11 next above, they shall alternate in striking one name. The opposing party (that is to say, the party which is not carrying the grievance to arbitration) shall strike the first name which is stricken and the moving party (that is to say, the party which is carrying the grievance to arbitration) shall strike the second name to be stricken. The name remaining shall represent the arbitrator to hear and determine such grievance or group of grievances.

61. *Arbitrator Named by City Employers Council and City Labor Council if Parties Unable To Agree*

If the parties cannot agree upon a person to act as an impartial arbitrator within five (5) days after service of such demand, then an impartial arbitrator shall be named by agreement between the [city] Employers Council and the [city] Labor Council.

62. *Arbitrator Selected by American Arbitration Association if Parties Unable To Agree*

Company and [union] shall endeavor to agree upon a single arbitrator who shall have full power to decide the matter. If the parties cannot agree upon a single arbitrator, then either party upon notice to the other shall have the right to apply to American Arbitration Association to appoint such arbitrator.

63. *American Arbitration Association To Appoint Arbitrator if Parties Unable To Make Selection From Two Lists Submitted by A.A.A.*

Initiation of the arbitration shall follow the rules of the American Arbitration Association.

The appointment of an arbitrator will be under rules established by the American Arbitration Association, except if no arbitrator is acceptable or available from the first list furnished by the association, a second list shall be requested by both parties. If both parties fail to agree on the selection of an arbitrator from either list, the administrator of the American Arbitration Association shall have the power to make the appointment.

64. *Initial Selection by American Arbitration Association*

If the issue or subject is not disposed of to the mutual satisfaction of the parties hereto as a result of the first step set forth above, then the issue, dispute, controversy, or subject shall be submitted, within fifteen (15) days from the date the parties are unable to agree as a result of the first step, to a single arbitrator, to be selected by the American Arbitration Society.

65. *Initial Selection by Federal Mediation and Conciliation Service*

The arbitrator shall be selected by the Federal Mediation and Conciliation Director and his decision shall be final and binding upon both parties and the employees involved, and shall not be subject to question or appeal by either party or the employees involved.

66. *Dispute Submitted to State Agency for Arbitration*

If the grievance is not satisfactorily adjusted after following the procedure hereinabove set forth, the grievance may, at the request of either party, be promptly submitted to the New York State Mediation Board for arbitration.

AD HOC BOARD OF ARBITRATION

67. *Impartial Arbitrator Selected by Company and Union Representatives on Board; No Reference to Selection by Outside Agency in Event of Deadlock*

If these representatives of the company and the brotherhood are unable to reach an agreement on the facts in the case, such dispute shall then be submitted immediately to an arbitration board of three members, one of whom shall be designated by the company and one by the union and the third by agreement between the other two members.

68. *Chairman of Board Selected by Top Union and Management Officials if Board Representatives Unable To Agree on Choice*

In the event of failure to settle disputes by the procedure outlined in paragraph -- hereof, an arbitration committee shall be selected consisting of two (2) members, one (1) to be selected by the company and one (1) to be selected by the union, and in the event the dispute is not satisfactorily settled by them, they shall select a third member as an arbiter. If, within ten (10) days after their appointment the first two (2) members shall have failed to satisfactorily settle the dispute and fail to reach an agreement with respect to the third member of the arbitration committee, the third member shall be selected by the highest official of the company resident at —, and the president of [international union].

69. *State Labor Agency To Choose Third Arbitrator if Company and Union Representatives Unable To Agree on Selection*

An arbitration board shall be organized promptly, consisting of three (3) persons, one to be chosen by the union; one to be chosen by the company; and two

thus chosen shall meet daily to select a third, who shall be an impartial and disinterested person. If the arbitrators chosen by the union and the company are unable, within six (6) working days, to agree upon a third arbitrator, then at the request of either party, the Wisconsin Employment Relations Board shall be asked to select the third arbitrator from the panel of arbitrators chosen in accordance with the provisions of subchapter III of chapter III of Wisconsin Statutes.

70. *State Labor Conciliator To Act as or Appoint Impartial Chairman if Parties Fail To Agree*

The arbitration board shall consist of two (2) persons to be selected by the company and two (2) by the local union (either party is privileged to select alternate members) and the four (4) so selected shall meet without delay and in no event later than five (5) days from the date of written notice of the request for arbitration, for the purpose of selecting a disinterested person to act as the fifth member of the arbitration board.

In the event the arbitration board shall be unable to agree in the selection of the fifth member within ten (10) days from the date of written notice of the request for arbitration, either party may call on the Labor Conciliator of the State of Minnesota to act as, or appoint, a fifth member of the arbitration board, and the parties hereto agree to be bound by this procedure.

71. *Third Arbitrator Selected by Parties From List Furnished by Federal Conciliation Service*

The board of arbitration shall consist of one employee to be selected by the company and one employee by the union. The Federal Mediation and Conciliation Service, Washington, D. C., shall be called upon to furnish a list of names from which the parties will select one arbitrator, and he will act as chairman of the board of arbitration. The fees and/or expenses of the chairman shall be shared equally by the union and the company.

72. *Federal Conciliation Service To Appoint Commissioner of Conciliation To Act as Third Member of Arbitration Board if Parties Unable To Agree on Selection*

If the [union-management] review committee shall fail to arrive at a decision in any case before it involving the interpretation or application of any of the provisions of this agreement, union may, within ten (10) workdays after receipt of written notice to that effect from the review committee, give notice in writing to company that it desires to submit the matter to system arbitration, whereupon within ten (10) workdays thereafter, or later by mutual agreement, the parties shall join in the submission thereof to a system arbitration board which shall consist of the two members of such review committee and a third member who shall be appointed by mutual agreement of company, union, and all other then duly certified collective bargaining agents of company's employees. If such third member shall not have been so appointed within ten (10) workdays after the submission of the first case to system arbitration the parties shall request the Conciliation Service of the United States Department of Labor to appoint as a temporary third member of said board a commissioner of conciliation who is duly authorized to act as an arbitrator.

73. *Third Arbitrator Chosen by Company and Union Arbitrators, Selected From List Furnished by Federal Conciliation Service, or Appointed by Federal Conciliation Service*

In the case of any matter subject to arbitration which cannot be settled between the parties, then within twenty (20) days after written request by either party to the other the same may be referred to three arbitrators for settlement, one

chosen by the company and one chosen by the union; if the two other arbitrators so selected cannot agree upon a third arbitrator, then a third arbitrator shall be selected from a list to be submitted to the company and the union by the Director of the Federal Bureau of Mediation and Conciliation. If the parties cannot agree on the third arbitrator to be chosen from such list, the third arbitrator shall then be named by the said Director.

74. *Federal Conciliation Service Designates Impartial Arbitrator and Arbitrator To Represent Party Which Fails To Appoint Its Representative*

The written request for arbitration shall contain the name of the arbitrator selected by the party so requesting, and if the other party fails to choose an arbitrator or to join in a joint application, then upon five (5) days' written notice the party requesting arbitration may apply to the Director of the Federal Mediation and Conciliation Service to name the third arbitrator and also an arbitrator to represent the other party where none has been named.

75. *Federal or State Agency Appoints Third Arbitrator if Parties Unable To Select Arbitrator From Panel Submitted by Agency*

Should the two members be unable to agree as to a third member within one week, the appropriate United States or New York State government agency shall be requested to submit a panel from which the third member shall be chosen by the company and the union. Should they fail to select the third member from the panel within one (1) week, the selected government agency shall designate the third member who shall act as chairman of the arbitration board.

76. *If Parties Fail To Agree on Third Member, Appointment Made by American Arbitration Association*

If the two members appointed by the parties hereto fail to agree upon the third member within ten (10) days after their first meeting, the parties hereto shall apply to the American Arbitration Association to designate the third member of the board.

77. *If Parties Unable To Choose Impartial Arbitrator, Selection Made From List Submitted by American Arbitration Association*

There shall not be more than ten (10) days elapse from the date of the decision and notice of either party to the other of a desire to arbitrate the complaint until the arbitrators are selected and a date set for the hearing of the case. If at the end of ten (10) days from such notice, there has been no selection of the third arbitrator who is satisfactory to both parties, the American Arbitration Association shall be asked to submit a list, or lists, of arbitrators from which a mutually acceptable third arbitrator may be selected.

78. *Three Neutral Arbitrators Selected From Lists Submitted by Three Designated Agencies*

The board of arbitration shall consist of five (5) members, one member to be designated by the union, one member to be designated by the company, and three (3) neutral members to be selected as outlined herein. Within five (5) days after the request for arbitration, the union shall appoint one arbitrator and the company shall appoint one arbitrator, and these two shall meet and endeavor to reach a settlement.

Should the two arbitrators be unable to reach a settlement within ten (10) days, the three (3) neutral members of the board shall be selected in the following manner:

A. The Director of the United States Department of Labor shall submit a list of five (5) persons able and willing to serve. The arbitrator designated by the union will be first permitted to strike one name from this list. The arbitrator

designated by the company will be next permitted to strike one name from such list. Then, alternately, each will strike one additional name and the person whose name is not stricken from the list shall be one (1) of the three (3) neutral members of the board.

B. The District Judge of the Federal Court of the appropriate Arkansas District shall submit a list of five (5) persons able and willing to serve. The arbitrator designated by the union will be first permitted to strike one name from this list. The arbitrator designated by the company will be next permitted to strike one name from such list. Then, alternately, each will strike one additional name and the person whose name is not stricken from the list shall be one (1) of the three (3) neutral members of the board.

C. The Public Service Commission shall submit a list of five (5) persons able and willing to serve. The arbitrator designated by the union will be first permitted to strike one name from this list. The arbitrator designated by the company will be next permitted to strike one name from such list. Then, alternately, each will strike one additional name and the person whose name is not stricken from the list shall be one (1) of the three (3) neutral members of the board.

The three (3) neutral members selected as outlined herein, together with the member designated by the company and the member designated by the union, shall constitute the board of arbitration of five (5) members and shall select one of the neutral members to act as chairman.

79. *American Arbitration Association Selects Arbitrator From 11-Name Panel From Which Parties May Each Reject 5 Names*

The arbitrator shall be selected in the following manner: The American Arbitration Association shall submit to each of the parties duplicate lists of the names of 11 persons qualified to act as arbitrator. As soon as possible, and in any event within 5 days from the receipt of such lists, the local union and the company shall each have the right to strike 5 of such names from their respective lists, shall indicate the order of preference for the names remaining on such lists, and shall return such lists to the association. The American Arbitration Association shall select the arbitrator from the name or names remaining.

80. *If Parties Unable To Agree on Arbitrator and if Arbitrator Named in Contract Unavailable, Arbitrator Appointed by Two Members Selected From Panel of American Arbitration Association*

If, after the procedure for settling disputes as set forth in this agreement has been followed, there still remains any question of construction or interpretation or application of the provisions of this agreement, such a question shall be referred to an arbitrator agreed upon by the employer and the union, or in the absence of an agreement, to (name of individual) as arbitrator, or if he is not available, to an arbitrator of the American Arbitration Association, within five (5) days after the culmination of the third step in the grievance procedure. Such arbitrator to be appointed in the following manner: The American Arbitration Association shall submit its panel of arbitrators. Each party to this agreement shall designate one (1) member of the panel and such designated members shall appoint the arbitrator.

81. *Federal Conciliation Service and American Arbitration Association Alternately Assist in Selection of Impartial Arbitrator*

Within 20 days following receipt of such written demand, the union and the company shall each select one arbitrator and shall endeavor jointly to select a third arbitrator who shall be chairman of the board of arbitration. If within such period, the parties are unable to agree upon the selection of a chairman, either party may request the U. S. Conciliation Service, Department of Labor,

or the American Arbitration Association to submit a list of arbitrators from which the parties may jointly make such selection. In the first case which goes to arbitration, the list of recommended arbitrators shall be furnished by the U. S. Conciliation Service, Department of Labor; in the second case the list shall be furnished by the American Arbitration Association; and alternately by these two organizations in each case thereafter. If the parties fail to agree to a selection within 10 days from receipt of such list, the U. S. Conciliation Service, Department of Labor, or the American Arbitration Association, whichever has submitted the list of recommended arbitrators in the specific case as above prescribed, shall forthwith appoint the chairman in accordance with its regular procedure.

82. *Circuit Judge To Appoint Arbitrator if No Agreement on Selection*

If the four cannot select the fifth member for the board of arbitration within ten (10) days, the selection shall be left to the calendar judge of the Circuit Court of — County. The decision of the board of arbitration shall be final and binding upon both parties to this agreement.

83. *City Labor-Management Committee Appoints Impartial Arbitrator in Event of Deadlock*

The company and the union shall appoint a representative, the two so appointed shall appoint a third, who shall herein determine the matter. In the event the representatives appointed by the company and the union are unable to agree on the third party, the third party shall be designated by the Labor-Management Committee of Toledo, Ohio.

84. *Federal Conciliation Service To Submit Names of 7 Arbitrators, Designated Number of Which Are To Be From Specified Geographical Area. After Each Party Eliminates 3 Names, Remaining Person Is Arbitrator*

If agreement cannot be reached within sixteen (16) days, then such differences in matters of working conditions, rate of pay, hours of work, and seniority may be submitted to a committee for arbitration, this committee to be appointed in the following manner: The company and the union will each appoint one member. The parties will then attempt to agree upon the third member to act as impartial arbitrator and chairman. The parties, failing to agree upon the third member within seven (7) days after either party has appointed an arbitrator as provided above, will then request the Director of the United States Conciliation Service of the United States Department of Labor to submit seven (7) names of individuals who are familiar with textile operations and submit this list to the parties. The Director of the U. S. Conciliation Service will be requested that, among the seven (7) individuals submitted, four (4) will be from the area generally considered as the Southeastern area in one case and three (3) from the area generally considered as the Southeastern area in the next case. The company representative and union representative will meet not later than five (5) days after the list is received and each will alternately eliminate, one at a time, six (6) names from the list. The arbitrator whose name remains on the list shall act as impartial arbitrator and chairman and his decision shall be final and binding on both parties. A new list of names will be requested for each arbitration case.

The company and the union will bear equally the expense of all arbitration proceedings.

85. *Impartial Member Added if Bipartisan Board Unable To Agree*

Both parties hereto agree that in case of trouble or any misunderstanding between the parties to this agreement, the differences shall be arbitrated. Work

shall proceed, pending the arbitration, under the conditions of this agreement. All differences arising between the parties hereto shall be decided by the board of arbitration constituted in the following manner: Two to be selected by first party and two by second party within twenty-four (24) hours, and in case of disagreement of the four so chosen, they shall select a fifth member, and the decision of a majority of such board shall be binding upon both parties.

86. *In Event of Deadlock, Impartial Arbitrator Added to Board or Dispute Referred to Single Arbitrator*

It is the desire of both parties to this agreement that matters of difference shall be settled amicably. For this purpose, it is hereby agreed that when mutual adjustments in such matters cannot be arrived at, both parties may proceed to create an arbitration board for the purpose of submitting to it such matters of difference, and in such event this arbitration board shall be composed of three representatives appointed by the union and three representatives appointed by the employer. A majority vote of all members of the board shall be necessary for any action. If the majority of the board does not agree upon such a matter submitted to it within twenty-four (24) hours after final submission to it, the board shall call in a disinterested party as the seventh arbitrator acceptable to the majority of the board, or by a majority vote may refer the matter at issue to a sole arbitrator.

OPTION OF SINGLE ARBITRATOR OR BOARD

87. *Tripartite Board Instead of Single Arbitrator Upon Request of Either Party*

Within ten (10) working days after receipt of written notice of a demand for arbitration sent by either party to the other the dispute shall be submitted to arbitration before [name of individual] as impartial arbitrator who shall act during the term of this agreement. The impartial arbitrator shall hold hearings upon the issue, make such investigations as he shall deem necessary to a proper decision, and render his decisions in writing which shall be final and conclusively binding upon the parties hereto. In case either party shall demand it, a three-man board of arbitration shall be constituted. This board shall consist of [name of individual] as chairman, a representative chosen by the union, and a representative chosen by the association. A unanimous decision of this board shall be final and binding upon the parties. In the event of a failure to reach a unanimous decision, the written decision of the impartial chairman shall be final and binding on the parties hereto.

88. *Single Arbitrator Instead of Tripartite Board by Mutual Consent*

In cases filed for arbitration, the company shall select one person, the union shall select one person, and the two people so selected shall attempt to agree on a third arbitrator and if they are unable to agree within ten (10) days upon the selection of the third arbitrator, a request shall be made to the American Arbitration Association to name the third arbitrator.

By mutual consent, the parties may agree to the appointment of a single mutually agreeable arbitrator.

89. *Tripartite Board To Arbitrate in Event of Failure To Agree on Single Arbitrator*

Should the grievance committee be unable to dispose of any matter considered by it, as hereinabove provided for, an impartial arbitrator shall be agreed upon by said committee who shall act as a board of arbitration. Should the committee be unable to agree upon a single arbitrator, two arbitrators shall be

selected, one by employer and the other by the union. Should either the employer or the union fail to appoint its arbitrator within one (1) week after receiving written notice from the opposing party of the appointment of its arbitrator, the first arbitrator so chosen shall act alone as the board of arbitration. Upon appointment of a second arbitrator in time and manner aforesaid, the two so appointed shall choose and appoint a third, or umpire, arbitrator, and the three so selected shall act as the board of arbitration.

90. *Arbitration Board May Refer Grievance to Single Arbitrator Whose Decision Is Subject To Review By Board*

The board because of the need to meet an urgent situation, may refer, by unanimous decision, the disposition of any grievance submitted to it in accordance with the provisions of this agreement to a single impartial arbitrator to handle the grievance. In such event the decision of such arbitrator shall be final unless either party shall, within ten (10) days of receipt of the decision, ask the board to review such decision or unless the board shall unanimously agree to review such decision of its own motion at any time.

91. *Single Arbitrator for Grievance Involving Technical Problems; Tripartite Board for Other Grievances*

There shall be three arbitrators, one selected by the union, one selected by the employer, and a third selected by these two arbitrators. Should the two arbitrators fail to agree upon a third arbitrator within ten (10) days after their appointment, then the third arbitrator shall be appointed by the Director of the United States Conciliation Service. The decision of a majority of the arbitrators shall be final and binding. The fee of the third arbitrator and his expenses shall be borne equally by the parties and the fee shall not exceed \$100 per day.

Where the grievance involves problems requiring the specialized knowledge of an industrial engineer, then there shall be a single arbitrator, who must be a qualified industrial engineer. Such arbitrator shall be selected by the parties, or, if they fail to agree within ten (10) days of the date upon which written demand for arbitration is received, he shall be appointed by the Director of the United States Conciliation Service. The fee of the arbitrator and his expenses shall be borne equally by the parties and the fee shall not exceed \$100 per day.

PERMANENT ARBITRATION

92. *Permanent Arbitrator Designated*

[Name of individual] of the New York State Mediation Board shall be the arbitrator to whom all unresolved disputes shall be referred for final determination. At such hearing the — Employers Association may have a representative present as an observer and shall be entitled to receive in each of said cases a copy of the arbitrator's decision and award.

93. *Permanent Arbitrator Designated. Joint Committee To Select Successor Within 15 Days if Vacancy Occurs*

The impartial chairman shall be [name of individual], who is hereby designated to act throughout the term and continuance of this agreement. In the event of his resignation, permanent physical incapacity, or death, his successor shall be chosen by a committee to be composed of three representatives of the union and three representatives of the association, and the majority of the whole committee shall be necessary to the choice of such successor. Such successor shall be chosen within fifteen (15) days after the vacancy shall have occurred.

94. *Permanent Arbitrator Designated. If Parties Fail To Fill Vacancy in Office Within 5 Days, Mayor of New York Makes Appointment*

The parties hereto designate [name of individual] as impartial chairman to act during the term of this agreement.

Should the impartial chairman resign, refuse to act, or be incapable of acting, or should the office become vacant for any reason, the parties shall immediately and within five (5) days after the occurrence of such vacancy, designate another person to act as such impartial chairman. If they fail to agree, the Mayor of the City of New York shall, on application of either party, summarily make such appointment.

95. *State Governor To Appoint Impartial Chairman if Parties Unable To Agree*

Should the parties fail to agree upon and designate an impartial chairman or should the impartial chairman resign, refuse to act, or be incapable of acting, or should the office become vacant for any reason, the parties shall immediately, and within five (5) days after the occurrence of such vacancy, designate another person to act as such impartial chairman. If they fail to agree the Governor of the State of New York shall, on application of either party, summarily make such appointment.

96. *Agreement Not Effective Until Impartial Umpire Named*

Should negotiations between the company and the union at the final step of the local grievance procedure fail to bring about an agreement between the parties with respect to any grievance which properly comes under the jurisdiction of the umpire as hereinafter defined, either party may, within thirty (30) days, but no longer, after the final answer at the last step as outlined above, submit the issue to the impartial umpire.

97. *Arbitrator for Specific Case Chosen From Staff of Three Permanent Arbitrators. Vacancies Filled From Lists Submitted by American Arbitration Association*

The parties have agreed that there shall be a staff of three arbitrators for the duration of this agreement.

The parties designate as arbitrators the following: * * * * *. In the event of a vacancy caused by death or voluntary resignation of a member of the staff, the parties shall fill the vacancy within thirty (30) days by mutual agreement from lists to be submitted by the American Arbitration Association upon joint request of the parties.

A successor arbitrator shall be placed at the bottom of the list.

When notice of intention to appeal to arbitration has been served by either party, the parties shall forthwith jointly communicate with the staff of arbitrator in the order listed to ascertain whether the case can be heard and a decision rendered by the date fixed by the parties and, on the basis of the replies, the parties shall assign the arbitrator and set the hearing date.

98. *Permanent Tripartite Board; Impartial Chairman To Act Only in Event of Deadlock Between Board Members Appointed by Parties*

There is hereby created an adjustment board to function with the powers and duties herein conferred during the term thereof.

Such board shall be composed of a chairman (hereinafter referred to as impartial chairman) to be designated by the joint consent of the [employers' association] and the union, and two members designated by the union and two members designated by the [employers' association]. Immediately after the effective date hereof, the union and the [employers' association] shall in writing designate their

respective members of the board and they shall respectively have the power from time to time to change such designations and to designate other members, but any member of the board, once designated, shall continue a member thereof until a new member has been designated to take his place. If an impartial chairman shall not be designated by joint consent, as herein provided, within 10 days of the date of this contract, the position of the impartial chairman shall be filled and an impartial chairman shall be selected and designated in the manner provided below.

The initial term of the impartial chairman shall extend to the anniversary date of the contract in 1949.

Should the parties fail to designate or redesignate an impartial chairman or should a vacancy occur for any other reason the impartial chairman shall be selected by the Director or Acting Director of the Federal Mediation and Conciliation Service.

* * * * *

Any matter submitted to the adjustment board, as herein provided, shall first be considered and dealt with by the members of the board acting without the impartial chairman, and any decision when embodied in writing and subscribed to by a majority of such other members of the board shall be binding upon the parties involved. The board, when so acting without the impartial chairman, shall have seventy-two hours (Sundays and legal holidays excepted) after the submission of any matter to the board, as herein provided, within which to reach a decision with respect to the same and to take action thereon unless such time is extended in writing by the impartial chairman.

On the failure of the board, so acting without the impartial chairman, to reach a decision on any matter submitted to the board, as herein provided, within the time as hereinbefore fixed, the said matter shall be deemed to be automatically submitted to the full adjustment board which shall then proceed to consider and to deal with the same in accordance with the instructions of the impartial chairman, and on written notice by him to the other members of the adjustment board, the [employers' association], the union, and the particular employer or employers who may be involved; except that any two or more of such other members of the board may on written notice to the remaining members, demand that the matter be forthwith submitted to the full board prior to the expiration of the said time.

99. *Permanent Chairman of Tripartite Board. If Either Party Fails To Name Its Board Member, Chairman Makes Appointment Upon Request of Other Party. Chairman Acts as Sole Arbitrator if Both Parties Waive Right To Select Board Members*

In the event that the procedure specified in article XVI [grievance procedure] hereof shall not serve to settle a grievance within two (2) weeks, either the company or the union shall have the right to refer the matter to an arbitration board of three (3) persons, one to be selected by the union, one to be selected by the company, and the third, who shall be the chairman of the arbitration board, to be [name of individual], or such other person as he shall designate. The arbitrators to be selected by the union and the company shall be appointed within three (3) working days after the date of notice that arbitration is desired, and if either party shall fail within such period of three (3) days to appoint an arbitrator, the other party may request the said [name of individual] to appoint the third arbitrator. If both the union and the company waive the right to select an arbitrator, the said [name of individual], or his designee, shall be the sole arbitrator.

100. *Arbitrator To Be Appointed for 6-Month Term. American Arbitration Association To Nominate 3 Persons or Make Appointment if Parties Unable To Agree*

An arbitrator shall be selected by the parties within fifteen (15) days after the execution of this agreement, who shall serve as arbitrator during the first six (6) months of this agreement on all matters for which arbitration is provided in articles 27 and 28 hereof. In the event the parties cannot, within such fifteen (15) days, agree upon an arbitrator, they shall then request the American Arbitration Association to submit the names of three (3) persons who are considered qualified for the position of arbitrator, and the parties shall select one of such three (3) persons as the arbitrator. If the parties cannot agree on such person within a period of five (5) days after the names are submitted by American Arbitration Association then the final selection of the arbitrator shall be left to the American Arbitration Association.

At the expiration of six (6) months, the arbitrator's term shall be renewed for the remaining six (6) months' period of this agreement, provided the company and the union so agree. If they do not, a new arbitrator shall be selected by them in the manner hereinabove provided. Similarly, should the arbitrator, at any time after being selected, be unwilling or become unable to serve then a successor shall be selected by the parties to fill his unexpired term, in the manner hereinabove provided.

101. *Named Permanent Arbitrator or His Appointee To Service for Initial Period of Agreement and Any Renewal*

The impartial arbitrator shall be [name of individual], or his appointee, and he shall serve for the full period of this agreement or any renewal thereof.

102. *Impartial Umpire Serves Only As Long As He Is Acceptable to Both Parties*

The impartial umpire shall be a person jointly selected by the parties and shall continue to serve only so long as he continues to be acceptable to both parties.

103. *Either Party May Terminate Services of Impartial Umpire, But He Must Rule on Pending Cases*

The services of the impartial umpire may be terminated by either of the parties to this agreement. Such desire to terminate the services of the umpire must be made in writing to the umpire and the other party to this agreement. The termination shall become effective immediately, but the umpire shall rule on any cases which may have been appealed to him prior to the notification of termination.

104. *Impartial Chairman May Designate Another Person To Act for Him If He Is Unable to Serve*

It is hereby agreed that [name of individual], or such person as may be designated by him if he is unable to serve, is hereby designated as the impartial chairman under this agreement.

105. *Parties May Select Deputy To Serve Under Supervision of Impartial Chairman To Act During His Absence or Incapacity*

The parties hereto may at any time during the term of this agreement or renewal thereof designate a deputy impartial chairman to act for the impartial chairman and under his supervision and direction whose compensation and expenses shall likewise be borne jointly by the employer and the union. He may act during the absence or incapacity of the impartial chairman.

QUALIFICATIONS OF AN ARBITRATOR

A few contracts specify eligibility qualifications for arbitrators. For example, only engineers or other technically trained and experienced persons may be allowed to arbitrate disputes involving time study and incentive systems. Appointment of lawyers and public office holders is occasionally prohibited. To prevent selection of an individual whose judgment might be prejudiced from association with the parties involved in the dispute, persons living within a specified distance of the plant may be declared ineligible for service as arbitrators. The reverse situation is sometimes found: a person familiar with the area and the industry is preferred and so specified by the contract.

In the case of a tripartite board, the employer or union is usually free to choose anyone as its representative on the board, but a few agreements prohibit the appointment of representatives who are members of or are affiliated with the union or employer organization.

106. Public Office Holder Not Eligible To Be Arbitrator

No person holding an elective or appointive public office shall be eligible to serve upon this joint arbitration board, and should a member be elected or appointed to such office, his membership shall immediately terminate and a successor be selected, in the manner herein set forth.

107. Lawyers Barred From Arbitration Board

No lawyer or legal adviser shall be eligible to act as a member of the arbitration board.

108. Persons Affiliated With Company and Union Not To Serve as Their Representatives on Arbitration Board

The arbitrator to be selected by the union shall not be a member of the union or affiliated with the [international union], and the arbitrator to be appointed by the company shall not be an employee of the company or affiliated with the International Telephone System.

109. Industrial Engineer To Arbitrate Cases Involving Wages, Incentive Pay, and Time Studies

Grievances, disputes, or differences regarding the application, construction, or interpretation of any term or provision contained in—

Article XVII—Wages.

Article XVIII—Incentive Pay.

Article XIX—Time Studies.

which cannot be adjusted voluntarily by the parties by means of the grievance procedure set forth in article VI, Adjustment of Differences; shall be submitted to arbitration in the same manner according to the rules set forth in article VII, section 1 [Arbitration], except that the third arbitrator selected shall be an industrial engineer or an equally qualified individual by reason of experience or training in scientific management to determine the solution of job evaluation, wage and incentive plan problems, and disputes.

110. *Arbitrator of Grievances Involving Incentive System To Be Expert on Incentive Systems or To Employ Services of Expert*

* * * in the event any grievance involving claimed misapplication of the incentive system is referred to arbitration, the impartial chairman selected under the requirements hereinbefore outlined shall be an impartial expert on incentive systems or shall employ the services and advice of such an impartial expert.

111. *Arbitrator Not To Live in Vicinity of Plant*

The arbitrator shall not reside within one hundred (100) miles of the plant.

PROCEDURAL RULES AND REGULATIONS

Normally, arbitration proceedings are conducted informally; relatively few agreements contain any specific details concerning the conduct of such proceedings. Some agreements, on the other hand, stipulate that the parties are to agree upon the method of arbitration when the need arises; others, that the arbitrator or the arbitration board once constituted, shall determine the procedure for the conduct of the arbitration.

Occasionally, an agreement will explicitly refer to various aspects of the procedure, such as admission of evidence and authority of the arbitrator to make independent investigations, to compel the parties to submit evidence, and to require sworn testimony. In some instances, the agreement simply states that the rules of the American Arbitration Association will be followed.

Even though the contract is silent regarding arbitration rules, it may usually be assumed that the arbitrator or the arbitration board has authority to establish necessary rules for the orderly conduct of the proceedings. In order to prevent undue formality and inflexibility, some agreements specify that the procedure will not be governed by strict legal rules.

Some agreements require that employees involved in arbitration cases be present at the hearing. Others require only that the company release from work employees who are needed to testify at hearings. The company may also be specifically prohibited from discriminating against employees who give testimony at hearings.

Both parties may be required to submit written briefs setting forth their respective positions and the supporting evidence. Oral hearings are sometimes waived by mutual agreement.

Other procedural regulations pertain to the time and place of arbitration hearings and the keeping of a stenographic record, admission of outsiders to the hearing, order in which the parties present their positions, and the right to cross-examine witnesses.

Some contracts require the arbitration decision to be based on the testimony of the party appearing at the hearing if the other party refuses to appear. Other contracts provide for outright forfeiture of the case for other types of noncooperation, such as refusal of a party

to appoint a representative to a joint arbitration board. In practice, of course, whether or not the arbitrator will hold *ex parte* hearings will depend on his conception of the arbitration function.

The number of times the same issue may be arbitrated in a given period, the number of cases which one arbitrator may hear, and the withdrawal of cases after referral to arbitration are sometimes restricted.

Strikes and lock-outs on matters pending arbitration are generally prohibited, and some agreements do not allow the arbitrator to consider cases involving strikers while the strike is in effect. (See Bulletin No. 908-13: *Strikes and Lock-Outs; Contract Enforcement*).

112. *Rules for Conduct of Arbitration Proceedings and Admission of Evidence. Board to Decide Matters Pertaining to Procedure*

The fifth member of the arbitration board shall act as chairman of the board. The board, by a majority decision, shall decide on all matters pertaining to procedure in connection with the presentation of the arbitration case. A part of the procedure shall be as follows:

(a) The party submitting the grievance shall not be obliged to present its case first, but will be obliged to present its closing argument first.

(b) Decisions on procedure by the board of arbitration shall not be governed by strict legal rules but may be based on any logical evidence of probative value.

(c) Hearsay shall not be considered logical or permissible evidence.

In reaching an award, the arbitration board shall not go beyond the evidence submitted and shall interpret only the signed agreement between the parties hereto, and it shall not be the right of the arbitration board to render decisions which have as their effect the enforcement on either party of new rules or regulations covering the conduct of either the company or the employees covered hereunder.

113. *Rules of American Arbitration Association To Be Binding*

In connection with such arbitration the parties shall be bound by the applicable rules and regulations of the American Arbitration Association and an award of the arbitrator so designated shall be final and binding on all parties with respect to the matters thus submitted to him.

114. *Contract Provisions Control in Event of Conflict With Rules of American Arbitration Association*

All arbitrations shall be conducted in accordance with the Voluntary Labor Arbitration Rules, as amended, of the American Arbitration Association, except that if those rules conflict with the provisions of this agreement, then the provisions of this agreement shall control.

115. *Complaining Party To Present Case First. Outsiders Admitted to Hearing at Discretion of Arbitrator*

In the hearing the complaining party and the opposing party shall, in that order, present their respective cases. Persons other than the parties and authorized representatives and witnesses may be admitted to the hearing in the discretion of the arbitrator.

116. *Arbitrator Not Bound by Strict Rules of Evidence. Board of Inquiry May Make Investigations for Arbitrator*

The arbitrator shall not be bound by the strict rules of evidence and shall be permitted to look beyond this agreement, although this agreement shall serve

as the primary source for determining the arbitration. The arbitrator shall have the power, when he deems it necessary, to refer matters to a fact finder or board of inquiry, the costs, if any, to be borne equally by employer and union. Such fact finder or board of inquiry, shall report its findings without recommendation to the arbitrator. The arbitrator shall not be required to render an opinion upon his decision, award, or decree.

117. *Arbitrator May Make Inquiries Outside of the Hearing*

The arbitrator may, if it is deemed necessary, make inquiries or obtain proofs outside of the hearing and the parties to the dispute shall, so far as practicable, facilitate the making of such inspections and the securing of data relevant to the hearing. The cost of such inquiries or investigations shall be borne equally by the parties to the agreement.

118. *Arbitrator To Secure Technical Advice From Federal Conciliation Service, if Needed*

The arbiter shall promptly make such investigation, hear such testimony and consider such matters as may be material, including any report made by any technician of the United States Conciliation Service concerning the question under arbitration, and as promptly as possible reach a decision. Both the company and the union shall be afforded a full opportunity to present such evidence as they may deem necessary, or as the arbiter may request or demand. If the arbiter needs the services of technical advisers, he shall secure such services from the Conciliation Service of the United States Department of Labor.

119. *Board Authorized To Call for Any Material Evidence*

The arbitration board shall have the authority to call for any material evidence written or oral. The parties affected may present any evidence, written or oral, of matters material to the complaint.

120. *Employer To Submit Necessary Records for Examination by Board*

In any proceedings, hereunder, upon request of the union, or upon the direction of the arbitration board, the employer shall submit all necessary records for examination by the arbitration board for the purpose of ascertaining whether the terms and conditions of the agreement are complied with by the employer.

121. *Evidence Admitted Only While Arbitration Committee Is in Session*

All evidence shall be received and witnesses may be cross-examined. Evidence shall be heard or received by the arbitration committee and only before the arbitration committee while in session.

122. *Arbitrator May Require Testimony To Be Given Under Oath*

The arbitrator, in his discretion, may or shall, upon the demand of either party, require parties or witnesses to testify under oath.

123. *Arbitrator's Oath Waived*

It is hereby expressly agreed between the parties hereto that the oath of arbitration required by section 1455 of the Civil Practice Act and Arbitration Laws of the State of New York, is hereby expressly waived.

124. *Employee Present at All Arbitration Hearings*

If no agreement is reached the matter shall be referred to arbitration and the arbitrator shall be determined at the time of request for arbitration. The employee shall be present at all hearings in the case of arbitration.

125. *Employees Excused From Work Without Loss of Pay if Required To Appear Before Arbitration Board*

In the event members of the union are required to appear before the arbitration board or conference committee, they shall be excused from their regular

duties without loss of pay, except that the number of employees called for such hearings at any one time will not be such as to disrupt the service and none will be called until reasonable notice has been given to the department head or foreman in charge.

126. *No Discrimination Against Persons Testifying at Arbitration Hearings*

Persons who testify at any arbitration hearing will not be discriminated against.

127. *Both Parties Entitled To Cross-Examine Witnesses*

Either party to an arbitration proceeding held under the provisions of this article may demand an opportunity to cross-examine any witness who, either orally or in writing, gives testimony, and the arbitrator shall afford such party such opportunity before closing any hearing in such proceeding.

128. *Each Party To File With the Other and With Arbitrator a Statement of Facts and Reasons for Its Position on Grievance*

Not later than the 25th day following the date of the decision appealed from, both parties shall have prepared, exchanged, and forwarded each to the other and jointly to the arbitrator their respective statements setting forth all facts and circumstances surrounding the grievances and their respective reasons in support of the position taken. The statement of each party must contain all the relevant facts tending to support its contentions.

129. *Restrictions on Admission of New Issues and Evidence at Arbitration Hearings*

At the hearing oral arguments will be permitted only on points contained in the written statements. If it appears to the arbitrator that testimony other than that contained in either of the statements of the parties is desirable or necessary, such testimony may be declared admissible by the arbitrator.

No evidence shall be admitted on issues or positions other than those raised or taken in the written statements of the parties, unless the party offering such evidence has notified the other in writing at least 5 days prior to the hearing of such new or additional issue or position and the nature of the evidence to be offered thereon. It is the purpose hereof to safeguard each party against changes in position by the other after the grievance procedure has been completed.

130. *Oral Hearings Waived by Mutual Agreement*

The parties may provide by written agreement for the waiver of oral hearings and the proceedings shall then be conducted in the manner which the parties specify.

131. *Arbitrator To Determine Whether Statement of Issues Is To Be Written or Oral*

Within 10 working days after receipt of a request for arbitration, on a date satisfactory to both parties and to the arbitrator, the parties shall at the time and place appointed by the arbitrator appear and present for his consideration a statement of the issues involved either in writing or orally as the arbitrator may dictate.

132. *Reporter May Be Employed To Keep Record of Proceedings*

The arbitration committee may employ a reporter to keep a record of the arbitration proceedings. In case the arbitration committee does not employ a reporter, either party to said proceedings may do so at its own expense.

133. *Arbitration Board Meetings Not To Be Held on Company Property*

All meetings of the arbitration board shall be held at a mutually agreeable place off the company's property.

134. *Arbitrator May Make Decision on Basis of Testimony of Party Appearing, if Other Party Fails To Appear*

In the event that a party to an arbitration proceeding hereunder shall willfully default in appearing before the impartial chairman at the time and place designated by the latter for hearing pursuant to written notice served personally or by mail, the impartial chairman is hereby empowered to take the testimony and evidence of the party appearing and to render his award thereon. Such award shall be final and binding with the same force and effect as if both parties had appeared.

135. *Case Forfeited by Failure of Party To Designate Its Arbitrator, To Cooperate in Selection of Impartial Arbitrator, or To Appear Before Arbitration Board*

Should either party (a) fail to designate its arbitrator or join the other party in asking the American Arbitration Association to appoint a panel within two (2) weeks after receipt of written notice of intention to arbitrate a grievance, (b) fail to cooperate with the other party in selecting an impartial chairman within five (5) calendar days after receipt of a panel of persons submitted by the American Arbitration Association, or (c) fail to appear and present its position before an arbitration board, it shall be deemed to have waived its case.

136. *Agreement Considered Violated if Association or Union Members on Joint Arbitration Board Fail To Meet and Maintain Quorum*

Failure on the part of the arbitrators to meet as provided in article VII, paragraph 11, and to present and maintain a quorum for the consideration of any matter referred to it, as provided in article VII, paragraph 12, will be a violation of this agreement on the part of the association or union whose members on said joint arbitration board fail to have present sufficient members to transact business as provided in article VII, paragraphs 11 and 12, and the matter in dispute may then be referred, by either of the parties hereto, to the umpire, whose decision shall be final and binding on the parties hereto.

137. *No Issue To Be Arbitrated More Than Once in 12-Month Period*

If a question or issue has been submitted to arbitration and an award entered thereon, the same question or issue shall not be submitted to arbitration again within twelve (12) months after the date of the award whether first arbitrated under the terms of this agreement or under the terms of any prior existing agreement between the parties hereto. Any dispute as to such fact shall be the first issue defined and determined in any arbitration proceeding.

138. *No Issue To Be Arbitrated More Than Once*

No issue shall be arbitrated more than once, and any dispute as to whether an issue has previously been arbitrated shall be the first question determined in any arbitration proceeding.

139. *No Arbitrator To Hear More Than 3 Cases*

Within thirty (30) days after the date of this agreement, representatives of the parties hereto will obtain from the American Arbitration Association a list of arbitrators, and will agree upon a panel of three (3) arbitrators, obtaining additional lists, if necessary. The parties shall furnish to said association the

names of the arbitrators so selected. Thereafter, the association shall designate one of said arbitrators to hear each grievance that may be appealed to arbitration but no one arbitrator shall hear more than three (3) grievances. If said panel shall be exhausted, representatives of the parties shall in the same manner select a second panel of arbitrators to hear grievances arising thereafter, each of whom may hear not more than three (3) grievances. The arbitrator so designated shall thereupon hold a hearing under the rules of the American Arbitration Association and shall render a decision which shall be final and binding upon both parties.

140. *Arbitrator Not To Serve in Two Consecutive Arbitrations Except by Consent of Both Parties*

No arbitrator shall be chosen to serve in two (2) consecutive arbitrations unless by mutual consent of the parties. All costs or charges of the arbitrator shall be paid equally by the company and the union.

141. *Separate Arbitrator Selected for Each Grievance*

Where two or more grievances are processed to arbitration, separate arbitrators shall be selected for each grievance, unless otherwise mutually agreed.

142. *Either Party Entitled To Insist That a Case Be Heard by Special Board Rather Than General Board*

When a number of cases are pending for arbitration at the same time, they shall be presented to a single arbitration board. However, either party may, upon showing of good and sufficient reason, insist that a specific case be tried by a special arbitration board.

143. *No Withdrawal of Case After Referral to Arbitration Except by Mutual Consent*

After a case on which the umpire is empowered to rule hereunder has been referred to him, it may not be withdrawn by either party except by mutual consent. Any claim with origin prior to the date hereon may not be appealed to the umpire provided for herein, except by mutual consent.

144. *Prohibition of Strikes, Lock-Outs, and Boycotts Regarding Matters Pending Before Arbitration Board*

During such time as the matter is pending before the arbitration board, there shall be no lock-out, strike, boycott, or stoppage of work. The decision of the arbitration board shall be final and binding upon both parties hereto.

145. *Board Not To Consider Cases Involving Strikers While Strike Is in Effect*

If this agreement is violated by the occurrence of a strike, work stoppage, or interruption or impeding of work at any plant or subdivision thereof, the board shall refuse to consider or decide any cases concerning employees involved in such violation while such strike, work stoppage, or interruption or impeding of work is in effect.

146. *Expiration of Agreement Not To Affect Arbitration Cases Initiated Prior to Expiration*

Any arbitrations or proceedings commenced prior to the expiration of this agreement shall survive the agreement with respect to a continuation of an arbitration, the making of an award, filing of an award, confirmation, and execution, except that such continuance shall not be construed as an extension of the term of this agreement.

TIME LIMITS ON ARBITRATION PROCEDURE

Time limits are often specified to avoid delay in settling disputes and to prevent obstruction of arbitration by either party. Limits are often established on appeal to arbitration after the last step of the grievance procedure. Presumably, if the dispute or grievance is not appealed within the specified time limit, the right to arbitrate the dispute is waived; some agreements state this explicitly. Time limits are also often set for any one or all of the several stages in the arbitration process, i. e., selection of the arbitrator or arbitrators after the date of appeal, the conduct of the hearings, and the rendering of decisions. In some instances, an over-all time limit is fixed for the entire arbitration process, from initiation to decision. Extension of time limits may be permitted by mutual consent of the parties or by agreement of members of an arbitration board. In some contracts, there is a pledge in general terms by the company and union to expedite the arbitration proceedings in every way possible although specific time limits are not provided.

147. *Time Limit on Appeal to Arbitration After Exhaustion of Grievance Procedure*

The notice of intention to arbitrate the matter must be given in writing by either party to the other within fourteen (14) calendar days following the conclusion of the fourth [last] step of the grievance procedure set forth in section V above.

148. *Minimum and Maximum Limit on Appeal to Arbitration. Minimum Limit May Be Waived by Mutual Consent*

If the grievance has not been satisfactorily settled between the executive shop committeemen and management and is subject to arbitration, either party may refer the matter to arbitration between the 10th and 21st day after either party has notified the other that they consider that the grievance procedure has been exhausted, the matter will be eligible for reference to arbitration immediately.

149. *No Arbitration if Grievance More Than 60 Days Old*

No grievance may be presented to the [name of arbitration agency] later than sixty days (60) after its first presentation by either party to the other.

150. *Time Limit on Submission of Dispute to Permanent Arbitrator After Demand for Arbitration*

Within ten (10) working days after receipt of written notice of a demand for arbitration sent by either party to the other, the dispute shall be submitted to arbitration before [name of individual] of the Massachusetts Institute of Technology as impartial arbitrator who shall act during the term of this agreement.

151. *Time Limit on Selection of Single Arbitrator*

The parties shall designate a mutually satisfactory arbitrator, and in the event the parties shall fail to agree upon the arbitrator within three (3) days after arbitration is requested in writing by either party, then the Voluntary Industrial Arbitration Tribunal of the American Arbitration Association shall, at the request of either party, appoint the arbitrator.

152. *Time Limit on Selection of Impartial Arbitrator by Arbitrators Representing Company and Union*

The two arbitrators so designated [by company and union] shall promptly meet and shall, within five (5) working days after their appointment, select a third arbitrator, who shall act as impartial chairman.

153. *Time Limits on Selection of Company and Union Arbitrators and Impartial Arbitrator and on Rendering Decision*

The board of arbitration shall be comprised of the following: Two (2) representatives to be selected by the employer, two (2) representatives to be selected by the union. Such selections are to be completed within a period of seven (7) days from the date of the written request for arbitration by either party. The four so selected shall select a fifth person who shall be the impartial referee or arbitrator. In the event that the first four (4) representatives cannot agree upon a fifth member within five (5) days from the date of their selection, the United States Conciliation Service shall be requested to appoint a fifth person. The arbitration board thus constituted shall consider the matter referred to it and shall render its decision within seven (7) days from the date of the final submission.

154. *Impartial Chairman To Be Selected Within 5 Days and Decision Rendered Within 10 Days*

A committee consisting of one representative of the union, one representative of the company, and a third member chosen by the other two, will act as an arbitration board, the third member to serve as impartial chairman. The impartial chairman shall be selected within five (5) days and a decision rendered within ten (10) days.

155. *Arbitration Board To Render Decision Immediately After Testimony Has Been Completed*

The arbitration board, as above constituted, shall hear all evidence on the case, or cases, referred to it and with all members present render its decision in writing and signed by a majority of its members immediately after testimony has been completed. The arbitration board, in meeting to render a decision or to hear a case, shall not be compelled to be in session at other than 8 a. m. to 5 p. m., Monday through Friday, holidays excepted.

156. *Decision To Be Rendered Within 7 Days After Evidence Has Been Closed*

The arbitration committee shall decide said matter as soon as possible, and in any event within seven (7) days after the evidence has been closed.

157. *Decision To Be Rendered Within 5 Days of First Meeting of Arbitration Board*

The three arbitrators shall hear the evidence in the case submitted and render their decision, by majority, within five (5) days of the first meeting, if possible, and such decision of the arbitration board shall be final and binding upon both parties.

158. *Time Limit for Action on Dispute May Be Extended by Mutual Agreement*

Any dispute referred to the board of arbitration shall be acted upon within ten (10) days unless mutually agreed to be longer.

159. *Award Made "As Soon As Possible" After Completion of Hearing*

The award shall be made in writing as soon as possible after the hearing has been completed.

160. *Time Limits on Appeal to Arbitration, Appointment of Arbitrators, Holding Hearing, and Rendering Decision*

If a satisfactory adjustment of such grievance shall not have been reached in step 5, and, except as hereinafter otherwise provided, if such grievance shall involve the interpretation and application of the provisions of this agreement, either party may, provided written notice of its intention is given the other party within ten (10) days after the conclusion of discussions at step 5, submit such grievance to an arbitration board consisting of one (1) member designated by the company and one (1) member designated by the international, both of whom shall act in an advisory capacity only, and an impartial chairman designated by the American Arbitration Association. The members of the arbitration board shall be designated within five (5) days after the giving of such written notice, and shall, within ten (10) days after their designation, afford the union and the company a reasonable opportunity to present evidence and to be heard in support of their respective positions with regard to such grievance. The arbitration board shall reach a decision within twenty (20) days after the hearing on such grievance and the decision of the impartial chairman on any grievance which shall have been submitted to the board in accordance with the provisions of this agreement shall be final and binding upon the company, the union, and the employee or employees concerned.

161. *Over-all Time Limit on Arbitration Procedure After Board Is Organized*

The entire arbitration procedure shall not exceed ten (10) days in length from the time that the three-man board of arbitration is first organized.

162. *No Time Limits But Board, Company, and Union To Use Every Means To Expedite the Proceedings.*

The arbitration board shall use every means to expeditiously present, consider, and decide any and all matters submitted, as herein provided, and the company and the union agree to facilitate the deliberations of the said board in every way possible.

COST OF ARBITRATION

It is customary for the agreement to provide that the company and union shall share equally the cost of arbitration. In the case of a single arbitrator, the cost is divided equally. In the case of an arbitration board, each party usually bears the expense of its representative and pays one-half of the costs of the impartial chairman and other administrative expenses.

Each party may also be required to bear the expenses of witnesses which it calls or to share the expenses of witnesses called by the arbitrator. Fines assessed for violation of the contract are sometimes used to defray the cost of arbitration.

Some few agreements require the losing party or the party initiating the arbitration to pay for the cost of arbitration; others do not state how the cost is to be met.

Many agreements set a maximum limit on the amount of the arbitrator's fee and expenses.

163. *Cost Shared Equally by Parties*

The cost or expense of any such arbitration shall be borne and paid jointly by the parties hereto, each of them paying one-half thereof.

164. *Chairman's Annual Retainer, Fee Per Case, and Expenses, Borne Equally by Parties*

The chairman shall be engaged on an annual retainer and fee per case basis and expenses, which shall be borne equally by the corporation and the union.

165. *Tripartite Board: Each Party To Bear Cost of Its Appointee, Counsel, and Witnesses; Equal Division of Expenses of Board Chairman, Room Rental, and Other Expenses*

The compensation and expenses of the company and the union appointees, their counsel, witnesses, and others who act for them in the presentation of the matter will be paid by the respective parties. The compensation and expenses of the chairman of the board, room rental, and other necessary expenses shall be divided equally between the parties.

166. *Each Party To Pay Cost of Its Own Representative on Permanent Arbitration Board and Share Equally All Other Expenses. Board's Budget Must Have Unanimous Approval of Its Members*

The board shall have the authority to obtain suitable offices which shall be located in Pittsburgh, Pa., and to employ the services of necessary personnel to meet its requirements. The company and the union shall bear the separate cost of the compensation and expenses of their respective representatives serving on the board. All other expenses of the board and the compensation of the chairman of the board shall be shared equally by the company and the union. The board shall operate within a budget which must have the unanimous approval of the members of the board.

167. *Losing Party To Pay Expenses and Cost of Arbitration*

If the arbitrator definitely decides in favor of one party, the expenses and fees of the arbitrator will be paid by the other or losing party.

168. *Loser Bears Cost; Arbitrator To Stipulate Which Party Is Loser*

The administration fee and cost of arbitration shall be borne by the losing party. The arbitrator in making the award shall stipulate which party is the loser.

169. *Losing Party To Pay Cost of Impartial Arbitrator. Expense Shared in Event of Compromise Decision*

Each party shall pay the fees and expenses of its own arbitrator. The fees and expenses of the third arbitrator shall be borne by the loser as evidenced by the majority decision of the arbitrators. Should the majority decision of the arbitrators result in a compromise decision, then the salary and expenses of the third arbitrator shall be shared equally by the company and the union. Each party shall be responsible for all expenses incurred by it in the presentation of its case, including the payment for time lost by any employee called as a witness.

170. *Company Pays Arbitration Costs on Grievances Which It Initiates; Equal Division of Costs on Grievances Initiated by Union*

The arbitrator's fees and direct expenses shall be paid for as follows:

A. On grievances instituted by the union and appealed to arbitration, these fees and direct expenses shall be borne equally by the corporation and the union.

B. On grievances instituted by the corporation and appealed to arbitration, these fees and direct expenses shall be borne by the corporation.

171. *Impartial Arbitrator Cost Exceeding \$100 Paid by Employer*

It is further agreed that should any complaint, grievance, or dispute go to arbitration, the employer shall defray the cost, fees, and expenses of the arbitrator appointed by it, and the union shall defray the cost, fees, and expenses of the arbitrator appointed by it. The cost, fees, and expenses of the third arbitrator

shall be shared equally between the employer and the union, except that so much of such cost, fees, and expenses as exceeds one hundred dollars (\$100) shall be paid entirely by the employer.

172. *Arbitrator's Cost and Union's Arbitration Expenses Borne by Company if It Appeals Grievance to Arbitration*

In the event the company appeals a grievance to arbitration, the company will pay the entire arbitrator's fees together with his expenses incident to the particular problem presented to him. In addition, the company will reimburse the union, up to one thousand dollars (\$1,000) for each case the company appeals to arbitration, for necessary expenses incurred by the union in connection with such arbitration proceedings.

173. *Sixty Percent of Arbitration Cost Borne by Company and 40 Percent by Union*

Costs of such arbitration procedure shall be borne by both parties. The company to pay sixty percent (60%) and the union to pay forty percent (40%).

174. *Union Not Liable for Expenses in Cases Initiated by Individual Employees Without Its Approval*

If any individual or group of employees should file or appeal a complaint to which the union refuses to be a party, the company agrees that if the matter becomes a case for arbitration the union shall not be held liable for any expenses incurred as a result of the arbitration proceedings. The company further agrees to notify the union of any such action taken by any employee or group of employees and the union may have a representative present at all meetings if they so desire.

175. *Individual Employees Taking Grievances to Arbitration To Pay One-Half of Expense of Arbitrator*

The fees and expenses of the arbitrator shall be borne equally by the parties. If a grievance is carried to arbitration under section F (3) (b) the individual or group of individuals involved shall bear one-half and the company one-half of the expense of the arbitrator.

NOTE.—Section F (3) (b) provides for the handling of grievances by an individual employee or group of employees in accordance with section 9 (a) of the Labor Management Relations Act of 1947.

176. *Umpire's Fees and Expenses To Be Predetermined and Agreed Upon by Both Parties*

The company and the union each agree to pay one-half of the fees incidental to such arbitration. It is understood the fees and expenses of said umpire are to be predetermined and agreed upon by both parties.

177. *Maximum Limit on Daily Expense and Total Expense of Any One Arbitration*

Each party agrees to individually be responsible for the payment of its own arbitration representative. They shall, however, share equally the expenses for the third arbiter and any other expenses incidental to the arbitration. It is, however, agreed between the parties hereto that the daily expenses of any arbitration shall not exceed fifty dollars (\$50) per day and that the total expenses of any one arbitration shall not exceed two hundred and fifty dollars (\$250).

178. *Maximum Fee of \$100 Per Day for Conducting Hearings and \$50 Per Day for Preparing Report, Plus Transportation and Expense Allowance*

The fee for the arbitrator shall not exceed \$100 per day for all or any part of a day spent in conducting a hearing in connection with the matters being

arbitrated and shall not exceed \$50 per day for all time spent in reviewing the transcript, if any, and for preparing, writing, and submitting the final decision. In addition the arbitrator shall be allowed first class transportation and \$10 per diem for subsistence, hotel, and other normal traveling expenses.

179. *Minimum Fee of \$50 Per Day Plus Expenses*

Each of the parties shall pay the expense and compensation incident to the services of its selected member, and a fee of fifty dollars (\$50) per day plus expenses, or more if justified in unusual cases, shall be paid jointly by the corporation and the union for the services of the third member of the board.

180. *Each Party To Pay Expenses of Its Own Witnesses and Share Equally Expenses of Witnesses Called by Arbitrator*

The expenses of each witness and the compensation of any assisting witness for either side shall be paid by the party producing such witness but the expenses of any witness or the cost of any proofs produced at the direction of the arbitrator shall be borne equally by the parties unless the parties mutually enter into some other arrangement.

181. *Expenses of Witnesses Called by Umpire Allocated to Parties at Umpire's Discretion.*

The fees and expenses of the umpire will be shared equally by the company and the union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other. The expenses of any witness called by the umpire shall be allocated to the parties by the umpire, in his discretion.

182. *Cost of Stenographic Record of Testimony Borne by Party Requesting Record*

The arbitrator shall make the necessary arrangements for the taking of a stenographic record of the testimony when such a record is requested by one or more of the parties and when payment of the cost thereof is assumed by such party or parties.

183. *Equal Division of Cost of Stenographic Record if Used by Both Parties*

Either the employer or the union may secure the services of a stenographer.

When both sides use the notes or transcripts of the stenographer the expense shall be borne equally. When the stenographer is used exclusively by one side, then the expenses shall be borne by the side employing the stenographer.

184. *Damage Assessments for Contract Violations Used To Defray Expenses of Office of Impartial Chairman*

In the event that the impartial chairman or the board of arbitration, as the case may be, shall adjudge any employer guilty of any violation or breach of any of the terms, conditions, and provisions of this agreement, he or it may, in his or its discretion, in addition to any directions or orders which he or it may make in the premises, require such employer to pay damages for such violation or breach. The amount of such damages shall be determined with reference to the nature and extent of the violation or breach and shall be sufficiently adequate to offset any advantage gained by the employer by reason of such violation or breach.

The damages so assessed shall be turned over to the impartial chairman towards defraying the expenses of his office, except that such damages which are assessed and collected to remunerate the workers who have sustained same shall be turned over to the union for such workers.

THE AWARD AND ITS ENFORCEMENT

Since the purpose of arbitration is to obtain a final and conclusive settlement, nearly all contracts specify that the arbitrator's decision is "final and binding." Occasionally, however, contracts stipulate that the decision is subject to court review or that the decision is binding on questions of fact but not on questions of law. In accordance with commonly accepted legal principles, the award may also be considered not binding if the arbitrator exceeds the jurisdiction accorded him by the contract (or the stipulation to arbitrate).⁴

When the union agrees to accept arbitration decisions as final and binding, it may also pledge its best efforts to discourage individual members from appealing arbitration awards to a court or governmental labor board.

In the event that a tripartite board is unable to reach a unanimous decision, the decision of a majority of the board or of the impartial chairman alone is usually binding, although a few contracts require a unanimous decision.

Contracts often specify that strikes or lock-outs are permissible for the purpose of enforcing arbitration awards. (See Bulletin No. 908-13: Strikes and Lock-Outs; Contract Enforcement). Enforcement of arbitration awards can usually be obtained through the courts,⁵ and many contracts explicitly authorize either party to take such action in the event of noncompliance by the other party. To prevent stalling, a time limit on compliance with the award is sometimes fixed.

When issues are settled by arbitration over a period of years, a body of precedents may be developed for the guidance of the parties, tending to prevent the occurrence of similar grievances in the future. Many agreements, however, state that no arbitration award is to be used as a precedent for any subsequent case, and others specify that the award is binding only for the duration of the contract.

Agreements often have provisions regarding the form of the arbitration award, such as a requirement that it be in writing or that it state the reasoning and evidence upon which it is based. The parties may also be authorized to require the arbitrator to explain or clarify his award if they find it ambiguous. (In practice, generally, and under the rules of the American Arbitration Association and the Federal Mediation and Conciliation Service, the arbitrator's jurisdiction ends when he hands down his award. No clarification or explanation

⁴ Where one party does not appear, the decision is not binding in over 40 States and the District of Columbia.

⁵ In only a few States (including Connecticut, Louisiana, Massachusetts, New Jersey, and New York) is a provision in a collective bargaining agreement to arbitrate any future dispute enforceable in a court of law. In addition, where there is a stipulation to arbitrate an existing dispute and the award or hearing is proper, the award is generally enforceable under the rules governing general contracts.

of the award can be made by the arbitrator unless it is requested by both parties.)

185. *Decision Final and Binding*

The decision of the arbitrator shall be final and binding on both parties.

186. *Decision Final and Binding on Company, Employees, and Union, Subject to Federal Regulations*

Such award shall be final and binding on the company, employee or employees, and the union, subject to such regulations as any Federal agency having jurisdiction may impose.

187. *Arbitrator's Interpretation of Agreement Is Subject to Court Review and Is Invalid if Review Unobtainable*

In the event of any dispute arising as to the construction or interpretation of any word, phrase, clause, paragraph, section, or article of this agreement, such dispute shall be resolved by the parties, or by the impartial umpire if he is called upon to decide, in the light of what fair and reasonable men meant to say by the language used in this agreement, making all reasonable allowance for the intent of the parties and the surrounding circumstances, but such interpretation shall be subject to court review, if desired by either party, and if such review be unobtainable, such interpretation shall become of no effect.

188. *Decision Binding on Questions of Fact But Not on Questions of Law*

The decision of the arbitrator shall be binding on all concerned on questions of fact but not as to question of law. Each case shall be decided on its own merits and shall not set a precedent for similar subsequent cases.

189. *Union To Discourage Attempts of Its Members To Appeal Arbitration Award to Court or Labor Board*

There shall be no appeal from the umpire's decision, which will be final and binding on the union and its members, the employee or employees involved, and the division or plant of the company. The union will discourage any attempt of its members, and will not encourage or cooperate with any of its members, in any appeal to any court or labor board from a decision of the umpire.

190. *Award Void if Arbitrator Exceeds His Jurisdiction*

The arbitrator * * * shall be limited in his jurisdiction by the provisions of this agreement and he shall not have the power to confer jurisdiction upon himself to make any change in the rate of pay schedule or in a provision of the agreement or to arbitrate a new provision into the agreement or arbitrate a provision away in whole or in part, and any award doing any of these things is void.

191. *Decision of Impartial Chairman Is Binding, With or Without Concurrence of Other Two Board Members*

The decision of the impartial chairman, with or without the concurrence of the other two members of the board, shall be accepted as final and binding upon both parties to this agreement.

192. *Decision of Impartial Chairman Binding if Board Fails to Reach Unanimous Decision*

A unanimous decision of this board shall be final and binding upon the parties. In the event of a failure to reach a unanimous decision, the written decision of the impartial chairman shall be final and binding on the parties hereto.

193. *Decision of Impartial Chairman Binding if Money Involved and Majority of Arbitrators Unable To Agree*

The decision of the arbitrators or a majority of them shall be binding upon the parties, except that where a sum of money is involved and no agreement is reached between at least two of the arbitrators, then the decision of the third impartial arbitrator shall be final and binding upon the parties.

194. *Unanimous Decision Required*

A unanimous vote by the board of arbitration shall be necessary to decide an issue.

195. *Majority of Arbitration Committee Must Concur in Decision. Minority May File Written Dissent*

The decision of the arbitration committee shall be by not less than a majority thereof, and shall be in writing and shall fully state their findings of fact upon which the decision is based. One or more of the arbitration committee may, if they so desire, dissent from the majority decision and state their reasons therefor in writing.

196. *Decision of Any Two Board Members Binding on Both Parties*

The decision reached by any two members of the Board shall be binding upon both parties.

NOTE : This agreement provides for a board of three members.

197. *Unit Voting; Decision by Majority Vote*

After the addition of the impartial member, such member shall cast one vote; the members representing the employer shall cast one vote; the members representing the unions shall cast one vote. The decision of a majority of the three votes thus cast shall be the decision of the joint relations board.

NOTE.—This is a 5-man board, including two representatives each of the employer and union.

198. *Decision May Include Mandatory Orders and Prohibitions Enforceable in State Court*

Upon the request of any party hereto, such arbitrator shall proceed in accordance with and comply with the provisions of article 84 of the Civil Practice Act of the State of New York, and any party thereto may proceed with respect to such arbitrator under and pursuant to the provisions of said article 84 of the Civil Practice Act. In amplification of any and all rights which said arbitrator and any party hereto may have pursuant to this agreement or by operation of law, it is agreed that in the event of any breach of this contract or of any of the terms hereof by any of the parties hereto, or in the event of any threatened breach hereof or of any of the terms hereof by the parties hereto, said arbitrator may, as part of his decision, award, finding, or direction, issue any and all mandatory directions, prohibitions, and orders as he may deem necessary or advisable, directed to or against any party breaching this contract or threatening to breach the same, or any part hereof, and in such event any party in whose favor such award, direction, prohibition, or order shall have been made by said arbitrator may thereupon apply to the Supreme Court of the State of New York for the County of Queens (that being the court hereby specified to have jurisdiction) for the confirmation of such award, direction, prohibition, or order and for the enforcement thereof, with the same force and effect and in the same manner pursuant to the same proceedings and contractions thereof as if such

award, direction, prohibition, or order were made pursuant to said article 84 of the Civil Practice Act of the State of New York.

199. *Award of Impartial Chairman Enforceable in Law or in Equity*

In addition to granting such other relief as he may deem proper, the award of the impartial chairman may contain provisions commanding or restraining acts and conduct of the parties. Any such award may be enforced by appropriate proceedings in law or in equity.

200. *Impartial Chairman's Decisions Enforceable Under State Arbitration Laws*

The decisions rendered by the impartial chairman shall have the effect of an award and shall be enforceable under the arbitration laws of the State of New York, or otherwise, entitling the entry of judgment in a court of competent jurisdiction against the defaulting party who fails to carry out or abide by the decisions.

201. *Arbitration Award To Be in Writing and in Such Form That It Can Be Used as Basis of Legal Action for Enforcement*

All decisions and awards of the board of arbitration shall be in writing, and in such form as to permit the filing thereof in the appropriate county clerk's office in order that the affected party or parties may apply, if necessary, for a confirmation and enforcement of said award before a justice of the Supreme Court of the State of New York.

202. *Award Enforceable by Strike or Such Other Equitable and Legal Remedies as Union Deems Necessary*

All decisions rendered by the impartial chairman or the board of arbitration and adjustments made as herein provided shall be complied with within forty-eight (48) hours. In the event that any employer shall refuse or fail to abide by the determination or decision of the impartial chairman, or board of arbitration, as the case may be, the union, may, upon forty-eight (48) hours' notice to the association, declare a strike against the employer. In addition, the union shall have such other equitable and legal remedies which it may deem necessary or desirable.

203. *Maximum of 5 Days Allowed for Compliance With Arbitration Decision*

The decision of the arbitrator shall be final and binding upon all parties and compliance shall be made within a reasonable time, not to exceed 5 days after the decision is rendered.

204. *Twenty-four Hour Time Limit on Compliance. Failure of Employer to Comply Forfeits All Contract Rights*

All decisions reached by the managers of the parties hereto, or their deputies, or rendered by the impartial chairman, shall be complied with within twenty-four (24) hours. Should any member of the association fail to comply with such decision within such time, he shall automatically lose all rights and privileges under this agreement, and the union shall be free to take action to enforce the rights of the workers against such member.

205. *Either Party May Request Arbitrator To Clarify His Decision*

If either party regards the decision of the arbitrator as ambiguous or lacking in clarity in any particular, such party may, by written notice to the other party and the arbitrator, request from the arbitrator, a clarification of this decision, but any such request for clarification must be made within seventy-two (72) hours after said decision has been rendered.

206. *Arbitrator Not Required To Explain His Award Except at Request of Both Parties*

The award of the arbitrator shall be made in writing as soon as possible after the hearing has been completed and shall be final and binding on both parties, provided the answer or answers are to questions properly formulated in accordance with the provisions of section E, subsection 1 of this article. The arbitrator shall not render an opinion explaining his award unless requested to do so by both parties before the close of the hearing.

207. *Award Not Binding Unless It States the Reasoning and Grounds Upon Which It Is Based*

The jurisdiction of the board of arbitration is strictly limited to:

(1) Adjudication of issues which under the provisions of this agreement are subject to submission to arbitration, and

(2) Interpretation of the specific provisions of this agreement which are applicable to the particular issues, and

(3) A majority decision or award which is not contrary to, and which in no way adds to, subtracts from, or alters the provisions of this agreement, and

(4) Stating the majority decision or award in writing together with the reasoning and grounds upon which such decision or award is based, as a condition of its being final and binding and conclusive upon the parties hereto and any employee involved.

208. *Award To Summarize the Evidence, Facts, and Conclusions*

The award of the arbitration board shall be in writing, shall contain a summary of the evidence presented, findings of the fact, conclusions, shall decide the penalty, if any, to be imposed.

209. *Arbitrator's Award in Effect for 6 Months Before Same Issues Can Be Reconsidered*

It is mutually understood and agreed that the findings or decision of the arbiter shall be binding on both parties hereto and shall be conclusive of the controversy submitted. Any arbiter's decision shall remain in effect for at least six (6) months before the same issues may again be considered, except by mutual consent.

210. *Arbitration Award Binding for Period of Contract Unless Different Period Is Agreed Upon*

After negotiation under the foregoing procedure, any grievance or question which has not been settled shall be submitted in writing to a board of arbitration whose decision after hearing the parties and their evidence on the question so submitted shall be final and binding on both parties for the period of this contract, unless a different period is mutually agreed upon in writing at the time the question is submitted to arbitration.

211. *Award Not Binding After Expiration of Contract*

The arbitrator's award shall be final and binding on the parties, except that no award or decision will be binding on either party beyond the term of this agreement.

212. *Decision Not a Binding Precedent After Contract Is Renewed*

It is also understood and agreed that the decision of any arbitration board as to the meaning or application of this agreement shall not, on the renewal of such agreement, constitute a binding precedent.

213. *Decision Not To Be Used as Precedent for Subsequent Cases*

Each case shall be considered on its merits, and the collective agreement shall constitute the basis upon which decision shall be rendered. No decision shall be used as a precedent for any subsequent case.

214. *Multiplant Agreement: Chairman of Arbitration Board To See That Decisions Are Uniform Regardless of Identity of Union Involved*

It is the intent of the parties hereto that there shall be uniformity in decisions on grievances involving interpretations and applications of the provisions of any of company's labor contracts which are similar, regardless of whether union or any other collective bargaining agent of company's employees invoked system arbitration thereof, and the chairman of the system arbitration board shall be charged with the duty of giving effect to such intent.

RETROACTIVITY OF AWARD

Except for cases of unjustified discharge or adjustment of rates on new or changed jobs, or like matters involving equities, most contracts do not provide for retroactive application of the terms of an award. A frequent practice is to guard against an undue loss of earnings by specifying time limits for the various stages of the grievance and arbitration proceedings. The matter of retroactive compensation is often left to the discretion of the arbitrator, although the contract may set forth rules to guide him in the calculation of back pay, and a maximum period of retroactivity may be specified. The most frequent provision is that the award may be retroactive only to the date of presentation of the grievance.

215. *Award May Be Retroactive to Date of Filing Written Grievance*

No claim shall be valid or no back pay shall be ordered for any time prior to the date of the filing of the grievance in writing which the arbitrator has considered.

216. *Maximum Retroactivity of 2 Weeks Prior to Date of Filing Grievance. If Grievance Involves Upgrading, Retroactivity Is Limited to Date of Filing*

It is agreed between the parties that in no event shall the employer be liable for the payment of back pay in any matter taken up as a grievance or submitted to arbitration for a period commencing earlier than two (2) weeks prior to the date of the filing of the grievance, except with respect to grievances involving upgrading, as to which retroactivity will be limited to the date of filing the grievance.

217. *Limitations on Retroactivity of Award in Specified Types of Grievances*

Awards by the board may or may not be retroactive as the equities of particular cases may demand, but the following limitations shall be observed in any case where the Board's award is retroactive.

1. The effective date for adjustment of grievances relating to:

- (a) Suspension and discharge cases or cases involving rates of pay for new or changed jobs or new incentives shall be determined in accordance with the provisions of section 8—Suspension and Discharge Cases, and section 9—Rates of Pay, respectively, of this agreement;

(b) Seniority cases shall be the date the employee notifies his supervisor that he is entitled to the job under the provisions of section 13—Seniority, or the date of filing a written grievance in step 1 of section 6—Adjustment of Grievances, whichever is earlier;

(c) Rates of pay (other than new or changed jobs or new incentives), shift differentials, overtime, allowed time, and vacations shall be the date of the occurrence or nonoccurrence of the event upon which the grievance is based.

2. The effective date for adjustment of grievances involving matters other than those referred to in paragraphs (a), (b), and (c) above, shall be no earlier than the date the grievance was first presented in written form in step 1 of section 6—Adjustment of Grievances.

218. Retroactivity of Award at Discretion of Arbitrator

Should an appeal be sustained in any case which involves the loss of time by any employee, the question and extent of retroactive wages shall be determined by the impartial arbitrator.

219. In Discharge Cases, Employee May Be Reinstated With Full or Partial Back Pay or Without Back Pay

If as a result of a case of discharge alleged to be in violation of this contract, the board of arbitration should order reinstatement, it may do so with back pay, with partial back pay, or may reinstate without back pay. This provision shall not be regarded as in any way limiting the authority of the arbitration board, but rather as making it clear that such arbitration board can act to accomplish what it regards as complete justice under the circumstances of the particular case.

220. Rules Governing Calculation of Retroactive Pay

He [arbitrator] shall have the power to award back pay in cases of grievances involving disciplinary discharges or disciplinary lay-offs. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned in the employ of the company, less any wages received from employment accepted in place of his former employment with the company and/or unemployment compensation received during the period of back pay. No back pay may be awarded to any employee of the plant or in any plants not operating for any cause at any time during the period covered by the back pay demand.

Back pay for any employee shall be calculated by multiplying the average hourly straight-time earnings of the employee over the two (2) pay periods preceding the disciplinary action, by the average number of hours worked by employees doing similar work in the department in which the employee worked during the period covered by the disciplinary action.

Any employee to whom payment of back pay is made shall be given a written statement showing the details of the computation of back pay made as herein provided. A copy of such statement shall be given to the employee's departmental representative.

221. Compensation Reduced by Union-Requested Delays in Grievance and Arbitration Procedure

Delays in the grievance and arbitration time tables may be provided for by mutual agreement of the parties. In a case involving compensation, however, the period of any such delay when agreed to at the request of the union, shall automatically be excluded from the period of compensation, if any, determined by the arbitrator.

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