

COLLECTIVE BARGAINING PROVISIONS

Hours of Work

Overtime Pay

Shift Operations

Bulletin No. 908-18

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., February 10, 1950.

The SECRETARY OF LABOR:

I have the honor to transmit herewith the eighteenth bulletin in the series on collective bargaining provisions. The bulletin consists of three chapters: (1) Hours of Work, (2) Overtime Pay, and (3) Shift Operations, 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, and Clara T. Sorenson.

EWAN CLAGUE, *Commissioner.*

HON. MAURICE J. TOBIN,
Secretary of Labor.

III

Preface

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

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

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

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

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

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

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

This report dealing with hours of work, overtime pay, and shift operations, is the eighteenth 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.

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Collective Bargaining Provisions

Chapter 1.—Hours of Work

Introduction

The length of the workday and workweek in American industry has been decreasing for more than a century as a result of pressure to spread employment, give workers more leisure time, protect the health of the workers, and lengthen their working life. Technological advancement and increased productivity have also been significant factors in this development.

A "sun-up to sun-down" workday was prevalent in the early 1800's, and even at the close of the Civil War a 12-hour workday was still widespread. The 10-hour workday was not the general practice until about the end of the 1880's. By the end of the First World War, or shortly thereafter, the 8-hour workday had become established in most industries. At present, the 8-hour day, 5-day, 40-hour week have been established as the normal worktime schedule. The Fair Labor Standards Act requires employers to pay a rate of time and a half for hours in excess of 40 a week to all of their employees who are engaged in interstate commerce or in the production of goods for interstate commerce, except certain employees who are specifically exempt. The Public Contracts Act requires the payment of time and a half for hours in excess of 8 a day or 40 a week on work done under contracts for the manufacture or furnishing of materials, supplies, articles, or equipment in any amount exceeding \$10,000 for the Federal Government. In a few industries, such as men's and women's clothing and newspaper and commercial printing, a shorter workweek is prevalent. A longer workweek is frequently found in retail trade and in a few other industries not covered by the Fair Labor Standards Act.

Under collective agreements, provision is often made for amending the contracts in event of changes in legislation affecting the hours of work. Variations in the standard hours of work due to seasonal conditions are allowed in some industries, and a few agreements have special provisions governing the hours of work of women and minors.

Closely associated with the standard workday and workweek is the scheduling of the daily and weekly hours of work. Some agreements

give management the sole right to schedule hours of work, but others require that the union be consulted.

Some agreements specify that traveltime and time spent in certain preparatory activities related to the job are to be considered as working time. Many agreements have provisions concerning other matters related to hours of work, such as rest periods, meal and wash-up time, preparing reports, tardiness, time spent in meetings called by the employer, and in completing service to customers after quitting time.

An equitable distribution of available work among all the employees is sometimes required. A few agreements allow employees to make up time for which they were scheduled but did not work.

Length of Regular Workday and Workweek

Insofar as agreements deal with hours of work, their main function is to define the number of hours constituting the normal workday, workshift, or workweek. Such definitions serve a twofold purpose: They prescribe the daily and weekly hours during which work is to be performed, and they provide a basis for calculating overtime.

Regularly scheduled hours of work are fairly well standardized at 8 a day and 40 a week. These scheduled hours are not a guarantee of actual work hours; they are standards which delimit and define the regular schedule of work during which regular or straight-time rates of pay prevail.¹ Nor, in general, do these scheduled hours constitute a rigid maximum of daily or weekly hours of work. Work in excess of this standard, however, is normally compensated at a premium or overtime rate for the extra hours.

The "day" and "week" in most agreements are the calendar day and week. Sometimes, they are defined as any 24-hour period and any seven consecutive days. In the transportation industries, especially train, street railway, and bus service, the workday is, in large measure, contingent upon the nature of the "run." In train service, wages are computed on a dual basis of hours of work and mileage.

The hours clause usually lists the number of hours to be worked per day, the number of days to be worked per week, and the total number of hours that constitute a week's work. Relatively few agreements provide for a standard workweek of less than 40 hours, and in some of these, the overtime rate is not applicable until after completion of 40 hours.

The workday and/or workweek of certain classifications of employees, such as maintenance workers, is sometimes longer than that

¹For clauses relating to a guaranteed minimum workweek, see Bulletin No. 908-15, *Guaranteed Employment and Wage Plans*.

of other employees in the plant. Occasionally these special groups may have the same workweek as other workers, but they may have to work longer daily hours than regular production workers, without being paid the overtime rate.

Some agreements allow the union to inspect the employer's records for the purpose of determining whether he is complying with the hours provisions of the agreement.

1. *Eight-Hour Workday, 40-Hour Workweek*

Eight (8) hours shall constitute a standard workday, and forty (40) hours shall constitute a standard workweek.

2. *Workweek of 40 Hours so Long as Present Provisions of Fair Labor Standards Act Are Effective*

Regularly scheduled hours of employment shall not exceed eight (8) in any 1 day, or, so long as present provisions of the Fair Labor Standards Act of 1938 shall prevail, forty (40) in any 1 week.

3. *Six-Day Workweek of 48 Hours*

Forty-eight hours shall constitute a week's work. No employee shall be obliged to work more than 6 days in any calendar week.

4. *Seven-Hour Workday, 35-Hour Workweek*

A week's work shall consist of 35 hours in the first 5 days of the week from Monday to Friday. Work shall begin at 8 a. m. and end at 4 p. m., with an hour interval for lunch.

5. *Workday of 7 $\frac{1}{4}$ Hours; Workweek of 36 $\frac{1}{4}$ Hours*

Thirty-six and one-fourth hours, 5 days from Monday to Friday, inclusive, shall constitute a week's work. Seven and one-fourth hours between 7:30 a. m. and 5:30 p. m. shall constitute a day's work.

6. *Eight-Hour Workday 5 Days a Week and 4 Hours on Saturday*

The basic workweek of all employees shall be forty-four (44) hours per week and eight (8) hours per day; except Saturday, which shall be four (4) hours.

7. *Six-Hour Workday, 36-Hour Workweek; 8-Hour Workday, 40-Hour Workweek for Designated Departments*

Except as otherwise provided herein, the normal workday shall consist of six (6) hours provided this is not interpreted as a guarantee of six (6) hours of work per day, and the normal workweek shall consist of thirty-six (36) hours, provided this is not interpreted as a guarantee of thirty-six (36) hours of work per week. The normal workday for employees employed in the maintenance, shipping, receiving, salvage, stores, laboratory, and sanitation departments shall be eight (8) hours, provided this is not interpreted as a guarantee of eight (8) hours of work per day, and the normal workweek shall consist of forty (40) hours, provided this is not interpreted as a guarantee of forty (40) hours of work per week.

8. *Thirty-Six-Hour Workweek for Manufacturing Employees; 40-Hour Workweek for Nonmanufacturing Employees*

The regular hours of work for all manufacturing employees shall be thirty-six (36) hours per week beginning on Monday and ending on Friday. The regular hours of work for nonmanufacturing employees shall be forty (40) hours per week.

9. *Workweek of 40 Hours for Day Workers and an Average of 42 Hours for Shift Workers*

The normal workweek for day workers shall be 40 hours, which will normally consist of five 8-hour days, Monday through Friday, but a few employees may be required to work five 8-hour days Tuesday through Saturday to handle production and maintenance.

The normal workweek for shift workers shall be an average of 42 hours provided by an established work schedule normally consisting of 4 weeks within one cycle, with an equal number of 8-hour shifts, and an equal number of days off. These 4 weeks consist of one 48-hour week and three 40-hour weeks.

10. *Alternating 40- and 48-Hour Workweeks Permissible*

If and when the production requires it, the plant may work alternating one forty (40) hour week and one forty-eight (48) hour week.

11. *No More Than One Shift in Any 24-Hour Period*

Journeymen shall not work more than one shift in any 24-hour period.

12. *Transportation Agreement: Workday Measured Either in Terms of Hours Worked or Miles Traveled*

On regular assignments, a day's work shall consist of eight (8) hours or less, one hundred sixty (160) miles or less.

13. *Designation of Normal Workday and Workweek Not a Guarantee That Employee Will Receive That Amount of Work*

The normal workday shall consist of eight full hours of work. The normal workweek shall consist of five consecutive 8-hour days beginning on Monday each week except however on continuous operations the work schedule shall consist of five consecutive 8-hour days beginning on the day after the scheduled days off. This shall not be considered as a guarantee that employees will receive said amount of work.

14. *Employer To Maintain Adequate System of Timekeeping Records, Open to Inspection by Union With Consent of Employee Involved*

The employer agrees to maintain an adequate system of timekeeping records which shall be open to inspection by a duly authorized representative of the union who has received the consent of the employee or employees involved.

Each employee shall be furnished a duplicate time card daily, or the number of overtime and the number of straight-time hours worked shall be shown on all check stubs. Either system shall be optional with the individual employer.

CHANGES IN WORKDAY AND WORKWEEK

Provision is often made for reopening the contract and changing the regularly scheduled number of hours under certain conditions, such as a change in legislation, a change in the employer's business condition, or a change in the workweek of the employer's competitors.

Some agreements further provide that in the event of new legislation affecting the hours of work, wages may also be reopened for negotiation.

15. *Agreement Automatically Amended To Comply with Changes in Any Law Regulating Maximum Workweek*

In the event that there shall be enacted any law or laws, either by the Congress of the United States or by the legislature of the Commonwealth of Pennsylvania,

amending, altering, or adding to, or in any other wise, changing the present law known as the Federal Wage and Hour Law, or any other law presently regulating the maximum workweek, the terms of this agreement shall be changed to include the provisions of such law insofar as it may affect such obligation to pay overtime for such excess workweek, as though the same had been set forth herein at the time of the execution of this contract.

16. Automatic Reduction of Hours Without Reduction of Wages if Workweek Reduced by Legislation

Should any legislation be passed providing for a working week of less hours than provided for in this agreement, the number of hours in the shop shall be reduced accordingly without any reduction of wages.

17. Wages May Be Reopened for Negotiation if Maximum Workweek Reduced by Legislation

In the event that the maximum workweek is reduced by legislative act to a point below the regular workweek provided for herein, the question of wages may be reopened for further negotiation.

18. Either Party May Reopen Agreement for Amendment if Standard Workweek of More or Less than 40 Hours Established by Law or Presidential Order

If, during the period of this agreement, a standard workweek of more or less than forty (40) hours shall be established by law or presidential order and be applicable to the company, then either party upon thirty (30) days' written notice shall have the right to open negotiations to substitute such new standard workweek for the forty (40) hour workweek.

19. Hours Section of Agreement Reopened for Negotiation if Fair Labor Standards Act Repealed, Amended, or Held Unconstitutional, or if Exempt Status of Employees Changed by Administrative Ruling or Otherwise

Any provision of this Article III [Hours] to the contrary notwithstanding, it is understood that in the event the Fair Labor Standards Act of 1938 is repealed, modified, amended, or held unconstitutional, or if the exempt status under the act of any of the employees working under the provisions of this agreement shall be changed by administrative ruling or otherwise, the parties hereto agree to discuss any further provisions which either party deems appropriate in respect of this Article III.

20. Number of Hours Per Shift and Number of Shifts Per Week May Be Changed at Any Time by Mutual Agreement

The number of hours per regular shift and the number of regular shifts per week may be changed any time during the life of this contract by agreement between the company and the local union.

21. Either Party May Reopen Contract To Negotiate Change in Workweek; Contract Terminated if No Agreement Reached Within 30 Days

Notwithstanding any provisions in these articles of agreement to the contrary, it is agreed that in the event either the company or the union desires a change in the scheduled hours of work per week, the union or the company may notify the other in writing of its request for a change in such hours of work, whereupon the parties shall meet to determine and negotiate such requested or proposed change, and if within thirty (30) days from the date of the receipt of such notice an agreement is not reached, then said articles of agreement shall be of no further force or effect whatsoever notwithstanding anything therein to the contrary appearing.

22. *Employer May Change Workweek To Conform With Changes Made by Competitors*

The employer reserves the right to revise upwards (to a maximum of 44 hours) or downwards, the workweek, consistent with any future changes agreed to by the principal ——— department stores, without the requirement of paying overtime.

23. *Daily or Weekly Hours May Be Increased or Decreased After Consulting Union, if Business Conditions Require or in Case of Emergency*

A normal day's work shall consist of eight (8) hours, and a normal week's work shall consist of forty (40) hours. Each may be reduced or increased, however, if business conditions require, or in case of an emergency, after consultation with the union.

24. *Union Consent Required To Reduce Workweek Below 40 Hours*

The normal workweek shall be 40 hours per week, 8 hours per day, 5 days per week, from Monday through Friday. Special shifts required by production schedules may be put into effect by the employer. The employer shall notify the union of the reason for such shifts. The union reserves the right to protest when said shifts might cause undue hardship. Under no circumstances shall the normal workweek be reduced to less than 40 hours per week, without the consent of the union.

25. *Union Consent Required Prior to Installation of Regular Workweek of More Than 48 Hours*

Except for present exceptions and practices no regular work schedules of more than forty-eight (48) hours per week will be installed without prior agreement with the union.

26. *Workday Reduced to 6 Hours if Agreed To by 60 Percent of Local Building Craft Unions*

Eight hours shall constitute a workday from 8 a. m. to 4:30 p. m. on Mondays to Fridays, inclusive. Five (5) such days shall be a workweek. When sixty (60) percent of the local building craft unions are agreeable to a 6-hour day, same will be acceptable to the parties of this agreement.

27. *Workweek May Be Increased From 5 to 6 Days After 6 Weeks of Overtime Operations*

A regularly scheduled but not guaranteed workweek shall consist of five consecutive 8-hour days, Monday to Friday, inclusive, for a section, department, or plant which needs to operate only 5 days.

When a job, section, department, or division must operate 6 days, it shall be staffed by overtime operations.

For the first 6 weeks during which a job, section, department, or division must operate 7 days, it shall be staffed by overtime operations. If this 7-day operation must continue, the company may schedule the employees for a week consisting of six 8-hour days.

Paragraphs 41 and 42 [two preceding paragraphs] shall not apply to Power House employees or employees of other departments similarly scheduled on regular 7-day operations, and shall be subject to local provisions for overtime distribution.

Exceptions to Regular Schedules

In a number of States, a maximum limit on the hours of work of women and minors is established by law. Such restrictions are

reflected in agreements which specify a shorter workday and/or workweek for women and minors than for adult male employees.

Other agreements provide for the lengthening of the standard workweek during busy seasons of the year, often with a waiver of overtime pay requirements. This seasonal exemption is sometimes made subject to various restrictions; for example, extension of the workweek may be allowed only if additional workers cannot be obtained or if there is no space for additional workers; extra hours at regular pay may be limited to a specified number of hours a week for a given number of weeks during the year, etc. Agreements covering associations of employers sometimes require the consent of the majority of the employer members, as well as the consent of the union, before the workweek may be extended because of seasonal conditions. Agreements covering retail trade establishments, on the other hand, often provide for a shorter workweek during the summer months.

Exceptions to the hours standards are also sometimes permitted during inventory taking. The extra work is often paid for at straight time, and a maximum may be set on the time to be spent on such work.

28. Shorter Workday and Workweek for Female Employees

The normal workweek shall be forty (40) hours consisting of five (5) eight (8) hour days for males and thirty-seven and one-half (37½) hours consisting of five (5) seven and one-half (7½) hour days for females.

29. Shorter Workweek for Women and Minors

The hours per week which each employee shall work and upon which the base wage is predicated shall be as follows:

Forty-eight hours for all employees covered by this agreement, except waiters and bus boys whose hours shall be 54 per week and except women and minors whose hours shall be 45. The employer shall be free to fix the daily working hours in the hotel.

30. Daily and Weekly Hours for Women in Accordance with State Law

Forty-eight (48) hours of work shall constitute 1 week of work for female employees. The daily and weekly hours shall be in accordance with the Illinois Women's Eight-Hour Law.

Forty-eight (48) hours of work shall constitute 1 week of work for male employees. Ten (10) hours per day shall constitute a working day with time and one-half paid after 10 hours' work for any 1 day.

31. Conditions Specified for Extension of Workweek During Designated Seasons

It is hereby agreed, that each manufacturer shall have the right to employ their shavers for a period of forty-four (44) hours per week for the following weeks:

Six weeks prior to 2 weeks before Easter of each year and for 10 weeks prior to November 15 of each year, provided:

That whenever a factory employs shavers to the total present capacity of the shaving rooms, the factory may extend the workweek to 44 hours during such above outlined periods.

Whenever a factory is unable to get additional shavers, it may extend the workweek to 44 hours during such above outlined periods.

It is further agreed that the manufacturer will divide his work within reasonable limits.

32. Association Agreement: Consent of Union and 51 Percent of Manufacturers Necessary for Change in Working Hours Due to Seasonal Conditions

Eight hours shall constitute a day's work, 5 days per week, with Saturday a full holiday. Working hours to be from 7 a. m. to 11 a. m. and from 12 noon to 4 p. m. Should the manufacturers or the [union] desire a change for seasonal conditions of working hours they must have a signed statement of 51 percent of the manufacturers and the [union] * * *.

33. Men Unable To Handle Winter Work Given Opportunity To Work Longer Workweek During Summer

The working day for truck drivers shall not exceed nine (9) hours per day and five (5) days per week during the winter period, and nine (9) hours per day and six (6) days per week during the summer period.

Due to the inability of some of the men eligible for winter work to handle the work efficiently during that period, their working hours will consist of thirty-eight (38) weeks in all, divided into four (4) weeks at forty (40) hours per week, and thirty-four (34) weeks at forty-eight (48) hours per week during the summer period.

34. Shorter Workweek During July and August if Store Is Closed on Saturday

The regular workweek for union members shall be forty (40) hours per week for a five (5) day week at eight (8) hours per day. During July and August, if the store is closed on Saturdays, the regular workweek shall be thirty-seven and one-half (37½) hours for a five (5) day week of seven and one-half (7½) hours per day for all union members, except that the regular workweek of the night watchmen during this period shall be forty (40) hours for a five (5) day week of eight (8) hours per day. If the store is open on Thursday evenings, the eight (8) hours or seven and one-half (7½) hours, as the case may be, may be scheduled at the option of the employer, provided they are consecutive.

35. Hours of Store Employees Reduced During June-October Period, and Further Reduced During 8-Week Period When Store Is Closed on Saturdays

The maximum workweek shall be 44 hours weekly, divided into 6 days of 7 hours and 20 minutes each day. During the period from June 1 to October 1, the hours of work shall be 41 hours weekly, divided into 6 days of 6 hours and 50 minutes each day, except during the 8 weeks in summer when the store is closed on Saturdays, when the hours of work shall be 34 hours and 10 minutes weekly, divided into 5 days of 6 hours and 50 minutes each day.

Scheduling of Working Hours

It is customary to define the normal workday and workweek not only to regularize an employee's working time but also to establish pay boundaries beyond which work is normally compensated at premium rates. Often the regular starting and quitting time of the workday and the days of the workweek are specified by the agreement. Monday through Friday is the most frequently mentioned weekly schedule; other agreements do not specify the exact days of the workweek but merely state that they are to be consecutive.

Management may be given the explicit right to establish and change the scheduled working hours, if necessary to meet production require-

ments and to achieve maximum efficiency. However, various restrictions are often imposed: Advance notice must be given to the employees and/or union; the change may be subject to protest through the grievance and arbitration procedure; the change may be made only after consultation with the union, or in some cases only if the union consents. Posting of the work schedules, giving the time for starting and ending shifts, is often required.

In order to enforce adherence to the scheduled hours of work, a few agreements prohibit employees from entering the plant or performing any work related to their jobs prior to the scheduled starting time.

Particularly in retail trade and in barber shops, the agreements often prescribe the opening and closing hours of the shop, as well as the actual hours of work for individual employees. The nature of the trade largely determines the close correspondence of working and shop hours. Specifying shop hours facilitates uniformity and enforcement.

36. *Daily Starting and Quitting Time Specified*

The normal starting time for the day shift shall be 7 a. m., and the normal quitting time shall be 3:45 p. m.

37. *Multiplant Agreement: Starting and Quitting Time at Option of Local Union and Factory Manager*

Starting and quitting time shall be left to the option of the local union and the different factory managers.

38. *Workweek To Begin at 12:01 a. m. on Monday*

The regular workweek shall commence at 12:01 a. m. on each Monday for all employees.

39. *Standard Workweek To Consist of Five Consecutive Days, Beginning Monday*

The standard workweek shall consist of 40 hours of five consecutive workdays beginning Monday and extending through Friday.

40. *Bonus if Workdays Are Not Consecutive*

The working hours for employees scheduled to work forty (40) hours per week shall consist of eight (8) hours per day and five (5) days per week. When the work schedule of an employee does not consist of consecutive days in the workweek, he shall receive for the fifth day he works in the workweek, a bonus of four (4) hours' pay in addition to his regular time.

41. *Forty-Hour Week May Be Spread Over 6 Days by Mutual Agreement*

The workday shall consist of eight (8) hours and the basic workweek shall consist of forty (40) hours. The workweek shall be five (5) days, Monday to Friday, inclusive. If future operations so require the forty (40) hour workweek may be spread over six (6) consecutive days if agreed upon by negotiation.

42. *Establishment and Modification of Daily and Weekly Schedules at Discretion of Company*

Determination of a starting time of daily and weekly work schedules shall be made by the company and such schedules may be changed by the company from time to time to suit various conditions of operations.

43. *Company Schedules Hours of Work Subject to Specific Limitations*

The company will schedule the hours of work of each employee to suit business conditions, subject, however, to the following limitations: (a) in all regular work schedules providing for one or more days of rest every seven days, the days of work shall be consecutive and shall be followed by consecutive days of rest; (b) no regular work schedule providing for days of rest shall provide for more than six consecutive days of work; and (c) whenever the day on which a regular consecutive-day work schedule begins is changed by the company, notice of such change will be given at least 72 hours before the end of the employee's last regularly scheduled workday.

44. *Starting Day of Workweek at Discretion of Employer so Long as He Complies With Fair Labor Standards Act and Does Not Make Change for Sole Purpose of Reducing Pay Roll*

It shall remain the option of the firm as to the day on which a workweek starts, so long as the firm stays within the rules and regulations of the Federal Wage and Hour Law, except where the only reason for making a change from present schedules would be to effect a reduction in pay-roll costs.

45. *Permanent Schedule of Hours Posted*

The employer shall post a regular permanent schedule of hours in its plants.

46. *Work Schedule Posted 1 Week in Advance*

A work schedule for all workers shall be posted at least 1 week in advance.

47. *Rotating Work Schedule Established Upon Request of Union*

Upon request of the union the company will establish a rotating schedule in any specified work group which has more than one schedule of working hours per day.

48. *Hours of Work May Be Changed by Petition of Two-Thirds of Employees Involved*

If two-thirds of the total employees in a department, shop, or shift wish to change their hours of work, or period of lunch, they shall petition the company through the shop committee, for a revision of the work hours to permit the working of a greater number of hours per day, not to exceed nine (9) hours per day, and the requirements of the service will permit granting of said petition, the company shall agree to such revisions of hours, and periods of lunch, and such revisions shall be permitted under this agreement. In no event shall fewer than five (5) hours be established as the working time in any 1 day.

When the working hours per day have been increased as provided above, overtime shall not be paid to such employees until after the completion of the number of hours thereby established as constituting a day's work.

49. *Steward Notified of Change in Posted Schedule*

Schedule hours of work shall be posted in each room as early in the week as possible. Except in an emergency, the room steward will be notified of any change in the posted schedule.

50. *Shop Committee Notified of Changes in Starting and Quitting Time or Number of Hours To Be Worked*

Starting and quitting time and the number of hours to be worked shall be determined by the company, from time to time. The company agrees to notify the shop committee of changes in starting or quitting time or the number of hours to be worked and to confer with the committee, if requested, with respect thereto.

51. *Management To Give 5 Days' Notice Before Changing Starting Time of Workweek*

Nothing herein contained shall preclude or prevent the management from changing the time for the commencement of a workweek provided not less than five (5) days' notice is given of such change.

52. *Twenty-four-Hour Advance Notice of First Schedule Change in Any 30-Day Period; 48-Hour Notice of Any Additional Change*

Except in emergency, such as sickness, death, or other like causes, the scheduled hours of employees shall not be changed without at least twenty-four (24) hours' prior notice for the first change in any thirty (30) day period and not less than forty-eight (48) hours' prior notice for any additional change.

53. *Employee To Receive 24 Hours' Notice of Change in Starting Time and 36 Hours' Notice of Change in Weekly Schedule*

A job record shall be posted in a conspicuous place by the employer, specifying days off, starting and finishing times and position held and must be kept and corrected weekly. Names and classifications must be listed.

Regular employees shall have a fixed starting time, which time shall not be changed by the employer without twenty-four (24) hours' notice to the employee affected.

Regular employees shall have a fixed weekly schedule of working days which schedule shall not be changed by the employer without thirty-six (36) hours' notice to the employees affected.

54. *Grievance Committee and Management To Confer on Schedules Departing From Normal Workweek But Management Makes Final Determination*

Should it be necessary, in the interest of efficient operations, to establish schedules departing from the normal workweek, the grievance committee of the plant and the management of the plant may, at the request of either party, confer to determine whether, based upon the facts of the situation, mutually satisfactory modified schedules can be arranged but the final right to arrange working schedules rests with management in order to avoid adversely affecting operations of the plant.

55. *Number and Length of Shifts and Starting Time Fixed by Employer After Discussion With Union and May Be Taken Up as a Grievance*

The number of shifts and the starting time and hours of work in each shift shall be fixed from time to time by the employer after discussion with the union with respect thereto. If no agreement is reached, it may be taken up as a grievance.

56. *Changes of More Than 1 Hour in Starting Time of Shift To Be Made Only After Full and Fair Consideration of Recommendations of Union*

The regular scheduled time for the beginning of any shift shall be fixed by the management, but when it becomes necessary for the beginning of any shift to be changed by more than 1 hour such change shall be made only after full and fair consideration of the recommendations of the union.

57. *No Change in Standard Schedule Except by Mutual Agreement of Company and Union Representatives*

No change from the standard working schedule shall be instituted except by agreement between the union general grievance committee and the factory personnel manager.

58. *Written Consent of Union Required To Change Work Schedule*

A schedule of the hours of work for each shift and each group of employees and establishing a workweek or workweeks shall be prepared immediately by the employer and delivered to the local union. No changes may be made in said schedule without the written consent of the union.

59. *Changes in Working Schedules Subject to Grievance and Arbitration Procedure*

The company may make changes in working schedules, provided that, after they have been put into effect, any dissatisfaction with them shall be subject to the grievance procedure. If such a matter goes to arbitration and the arbitrator finds that the change was unnecessary and arbitrary, then the change in schedule will be withdrawn. The company will advise the union of changes made in working schedules.

60. *Changes of Not More Than 30 Minutes in Starting and Quitting Time May Be Made by Employer After Giving 1 Week's Notice to Union; Changes of More Than 30 Minutes Must Be Negotiated With Union and Are Subject to Arbitration*

Upon the giving of one (1) week's notice in writing to the union, the employer may effect a change of not more than thirty (30) minutes in the starting and quitting time. Should the employer desire a change of more than thirty (30) minutes, such change shall be arrived at by negotiation between the employer and the union, and if no agreement is reached within seven (7) days the matter shall be submitted to arbitration in accordance with the arbitration procedure hereinafter provided.

61. *Regular Hours Suspended During Emergencies*

In emergency work such as train wrecks, fires, floods, wash-outs, slides, or freezing temperatures over sustained periods, or other unavoidable stoppages that may jeopardize life or property, the regular hours shall be suspended for the duration of the emergency.

62. *Employee Not Allowed To Perform Work Pertaining to His Job Before Starting Time of Shift*

The company agrees that no employee shall be allowed to perform work pertaining to his or her job before starting time of shift.

63. *Employee Not To Enter Plant More than 30 Minutes Prior to Starting Time*

Starting and quitting time shall be strictly enforced, and no employee shall enter the plant more than thirty (30) minutes before starting time except in case of bad weather, in which case the time limit shall be 1 hour. During such period, employees shall at all times conduct themselves in an orderly manner and shall not disturb other employees who are at work nor otherwise interfere with the earning power of employees at work.

EQUITABLE DISTRIBUTION OF WORK

Some agreements require the employer to schedule hours of work of individual employees in such a manner that work is approximately equally divided among all employees. The equal distribution of work may be plant wide or restricted to smaller units, such as departments or occupational groups. The agreement may permit unequal distribution of work within a short period but require that

hours must be approximately equalized over a longer period, e. g., quarterly or semiannually. Time lost because of the employee's absence when work is available may be considered time worked for purposes of balancing hours as required under an equalization clause.

64. *Equal Distribution of Weekly Work Hours Within Practicable Limits*

It is further agreed that the company will put into practice a system of equalization in the distribution of weekly work hours among the regular employees, within the limits made practicable by the sale of the company's products.

65. *Distribution of Working Time Within Each Department Over Each 3-Month Period*

The company agrees to effectuate an impartial distribution of working time within each department among the employees in that department, insofar as it is practicable to do so, over each quarterly period of 3 months.

66. *Employees in Each Occupational Group To Have Approximately Same Number of Hours Over a 4-Month Period*

The company and union agree that available work in a department will be distributed among regular employees of the department who have the ability, experience, and willingness to perform so that in an occupational group each employee has had the opportunity to work approximately the same number of hours distributed over a 4-month period. Absence from work when an employee is scheduled to work, shall be counted as opportunity to work. Repeated refusal of offered work shall eliminate an individual from further consideration.

67. *Time Lost Because of Illness or at Employee's Request Considered as Time Worked in Equalizing Hours*

The management will endeavor to the best of its ability to equalize hours among all skilled workers in the same classification in the department. Hours taken off by employees because of illness or at their own request will be considered as hours worked in the equalization of hours.

Rest Periods

Many employers have found that total daily output may be increased by allowing brief rest periods to break the monotony of repetitive operations. Usually, such periods are allowed without deduction from pay, but practice varies as to the number, length, and scheduling of the periods. Some agreements do not give details concerning the amount of time allowed, but state merely that rest periods will be granted in accordance with "prevailing practice" or "when necessary."² Most frequently, a time allowance of 5 or 10 minutes is specified, and rarely is the period more than 15 minutes. Agreements usually allow only one or two rest periods a day. Additional periods may be allowed, if overtime work is required. Where two rest periods are regularly granted, one is usually scheduled in each half

² Under administrative rulings of the Wage and Hour and Public Contracts Division of the U. S. Department of Labor, rest periods up to and including 20 minutes should be considered hours worked for the purposes of the Fair Labor Standards Act.

of the shift. Some agreements specify that the rest periods shall be staggered in order to avoid disruption of production. Others require suspension of all work in the plant during rest periods, insofar as possible.

Some agreements allow rest periods only to female employees; others allow more frequent or longer rest periods for women than for men. A few agreements grant rest periods only to those employees who perform continuous or especially fatiguing operations. A few other agreements allow rest periods only during the summer months.

Abuse of the rest period privilege may subject employees to disciplinary action, or give the employer the right to discontinue rest periods.

68. *All Employees To Have 5-Minute Rest Periods Before and After Lunch*

Every employee covered by this agreement shall be given two rest periods (one during the period before lunch and one during the period after lunch) of 5 minutes each, in each workday. During such periods, the employee shall be free to leave his workplace. Such rest period shall be paid for at the employee's regular rate and shall not result in lengthening his regular day.

69. *Rest Periods for Females Only*

Female employees are entitled to a 10-minute paid rest period in each first and second half of a shift.

70. *Rest Period for All Employees During First Half of Shift and for Female Employees Only, During Second Half*

A rest period of ten (10) minutes will be granted to all employees during the first four (4) hours of the shift and a rest period of fifteen (15) minutes shall be granted all female employees during the second four (4) hours of the shift.

71. *Female Piecework Rates Allow for 2 Rest Periods Daily*

All female employees shall be allowed a fifteen (15) minute rest period during the first half of a shift and a fifteen (15) minute rest period during the second half of a shift. Female employees who are working on day work will not lose pay for this rest period. Female pieceworkers will lose no pay by reason of their rest period, inasmuch as the piecework rates will allow for such rest period of fifteen (15) minutes during the first half of a shift and fifteen (15) minutes during the second half of a shift.

72. *Female Employee Not To Receive Rest Period Unless She Is on Duty for More Than Three Consecutive Hours*

Rest periods—Employees who are on duty for more than three consecutive hours shall have a rest period, as near the middle of the work period as possible.

Employees who are on duty three consecutive hours or less before a meal period or before completion of work for the day shall not have a rest period.

Rest periods shall be fifteen (15) consecutive minutes in length, figured from the time the employee leaves her work to the time she returns.

Relief periods—In addition to rest periods, relief periods for employees' personal needs shall be arranged for by the supervisor upon the employee's request.

General—Rest and relief periods shall be arranged so that there will be a minimum interruption of production.

73. *One Relief Period Daily for Employees on Continuous Operations*

The employer and the union committee shall work out a schedule that will interfere the least with plant operations, and which will provide one 15-minute relief period per day without loss of pay for each employee who is engaged on otherwise continuous operations.

74. *Rest Period Allowed if Employee Works More Than 8 Hours per Day*

If any employees work more than eight (8) hours per shift, they will be granted a ten (10) minute rest period, without loss of pay. The day shift rest period shall be from 3 p. m. to 3: 10 p. m.

75. *Reasonable Relief Periods for Employees Who Cannot Leave Their Stations Unless Relieved.*

Reasonable relief periods will be provided for all employees working in occupations or positions where they cannot leave their stations unless relieved by others.

76. *One 15-Minute Rest Period During First Half of Shift; Employees Provided Personal Relief When Needed*

All employees shall be granted one 15-minute rest period during the first half of the shift. Such rest periods may be staggered so as to cause a minimum interference with the operations of the plant, but no employee shall be required to take such rest period earlier than one and one-half (1½) hours after the start of the shift or later than one hour before the lunch period.

It is agreed that this 15-minute rest period means 15 minutes away from the job, and it is further agreed that the 15-minute limitation on the rest period during the first half of the shift shall be strictly observed.

The company shall provide adequate personal relief for employees when needed.

77. *Ten-Minute Rest Period Every 2 Hours*

There shall be a ten (10) minute rest period after every two (2) hours of work. These rest periods shall be rotated so as to avoid interruptions in the work of the plant.

78. *Allowance of 5 Minutes Per Hour for Personal Needs, Rest, and Wash-Up Time.*

An allowance of five (5) minutes per hour will be made for personal needs, rest periods, and wash-up times.

79. *Five-Minute Intermission After Each Hour of Rehearsal*

An intermission of 5 minutes shall be allowed at the end of each hour of rehearsal where the rehearsal exceeds 1 hour in length, and the intermission shall be considered part of playing time.

80. *Smoking Period Morning and Afternoon*

It is mutually agreed that there shall be a ten (10) minute smoking period in both the forenoon and the afternoon. Smoking shall be permitted only in such place or places as may be designated by the management. Smoking at any other time shall be strictly prohibited except in the office.

81. *Fifteen Minutes Coffee Time Morning and Afternoon*

Fifteen (15) minutes shall be allowed in the forenoon and in the afternoon for coffee time.

82. *Number of Rest Periods Dependent on Job Classification*

All office employees shall have a 15-minute rest period during each working day, except the switchboard operator and addressograph or mimeograph oper-

ators who spend the major portion of the day on these machines shall be entitled to two rest periods.

83. *Length of Rest Period Depends on Number of Hours of Continuous Work*

The company agrees that it will give its employees in the garment shop, a 10 minutes' rest period for 5 hours' continuous work or a 5 minutes' rest period for 4 hours' continuous work.

84. *Rest Periods During Summer Months Only*

During June, July, August, and September a 10-minute rest period at 2:30 in the afternoon shall be inaugurated. There is to be no deduction in wages for the time off for rest periods. Employees are not to leave the plant during the rest period. A rest period of 10 minutes shall also be granted during June, July, August, and September to workers on a night shift after the sixth hour of employment.

85. *Continuation of Present Arrangement Allowing Employees To Obtain Refreshments in Afternoon and Rest Period at Night*

The employer agrees to maintain the present arrangements of allowing the employees to obtain refreshments in the afternoon and a ten (10) minutes' rest period at night.

86. *Rest Period Between Regular and Overtime Hours*

Where overtime work requiring more than 1 hour is necessary on regular working days, workmen shall have a rest period if so desired of at least one-half hour after the regular quitting time before proceeding with overtime work.

87. *Ten-Minute Rest Period for Each 2 Hours of Overtime Work*

The employer agrees that there will be two (2) ten (10) minute rest periods on each regular eight (8) hour shift and an additional ten (10) minute rest period shall be allowed employees for each two (2) hours overtime worked after eight (8) hours during the workday without any loss of pay to the employee.

88. *Rest Periods Staggered So That They Do Not Interfere With Production*

There shall be two 10-minute rest periods for all employees in the factory—one 10-minute rest period before lunch and one 10-minute rest period after lunch. These rest periods shall be staggered so that they do not interfere with the normal production.

89. *All Work in Plant To Stop During Rest Periods Insofar as Possible*

All hourly-rated employees shall be allowed two (2) fifteen (15) minute rest periods, one (1) in the morning and one (1) in the afternoon. Employees working more than three (3) hours in the evening shall receive a fifteen (15) minute rest period. Insofar as possible, all work in the plant during these rest periods shall stop.

90. *Smoking and Eating on the Job Prohibited Except During Rest Periods*

Rest periods are hereby established for employees. Two periods of ten (10) minutes each will be given all employees divided between each 4 hours of work. These periods are for personal relaxation. Smoking or eating on the job will not be permitted other than during these periods.

91. *Disciplinary Action for Abuse of Rest Period Privilege*

The company agrees to continue its existing practice with respect to the two (2) fifteen (15) minute rest periods. Any abuse of this privilege by any employee shall be subject to disciplinary action by the company.

92. Rest Periods May Be Discontinued in Event of Abuse of Privilege but Union To Receive 10 Days' Advance Notice

The company will give the union 10 days' advance notice of its intention to discontinue rest periods in the event the company deems such action necessary because of loss in production or misuse of the privilege.

93. Employee Who Feels That Reasonable Rest Periods Are Not Granted May Take the Matter Up as a Grievance

In the event that any employee feels that he or she is not given reasonable rest periods, he or she shall first request the foreman for such, and if it is not granted it shall be taken up as any other dispute under this agreement. No employee shall leave his or her department without permission.

94. Employer May Increase Hourly Rate in Lieu of Paying for Rest Periods

Elevator employees shall receive two paid relief periods of 15 minutes each, one in the morning and one in the afternoon, and such paid relief periods shall constitute time worked. Each employer shall have the right to add 3 cents per hour to the elevator employees' regular hourly rate for all time worked by such employees in lieu of paying for relief periods, and in that event such relief periods shall not be paid for and shall not constitute time worked.

Meal Periods and Allowances

The length and scheduling of lunch periods is covered in detail by many agreements. Some allow as little as 15 minutes for lunch, others as much as 1 hour; workers on continuous process operations are sometimes required to eat lunch without leaving the job. The agreement may specify a definite hour for the lunch period or may fix time limits within which the lunch period must be allowed, e. g., between the third and sixth hours of the workday. Work in excess of 5 or 6 hours without a lunch period is prohibited by some agreements; others require a premium rate for work during the lunch period, and in some instances, the premium rate is continued until the employee has been given time off for a meal.

Paid lunch periods are not usually provided in union agreements, particularly on normal, 1-shift operations. A number of agreements, however, provide for paid lunch periods on night shifts, or to employees on certain operations. Where continuous 24-hour production makes 3-shift operations necessary, paid lunch periods are sometimes provided for all shifts in order that daily earnings will not be decreased through the necessary 8-hour limitations to any 1 shift. Such agreements, however, are not always clear as to whether there is a fixed time during which employees may leave their workplaces or whether they eat their lunches at their benches or machines.

The method of computing pay for the lunch period is sometimes spelled out, particularly where pieceworkers are involved.

Some employers are required to furnish a meal or a cash allowance for a meal to each employee who works overtime for more than a speci-

fied number of hours. They may also be required to furnish additional meals at designated intervals as long as the overtime work continues. Some agreements merely stipulate that employees shall be allowed time for meals when required to work overtime.

95. *Thirty-Minute Unpaid Lunch Period*

All employees shall be entitled to a lunch period of thirty (30) minutes without pay.

96. *Unpaid Lunch Period of Not Less Than 45 Minutes or More Than 1 Hour; If Employee Is Required To Take More Than 1 Hour, Excess Time Considered Working Time*

Luncheon recess shall not be less than forty-five (45) minutes or more than one (1) hour, and no employee shall be required to take time off in any workday in excess of one (1) hour for luncheon recess without having such time charged against the employer as working time.

97. *Fifteen-Minute Paid Lunch Period*

The company will provide on each operating shift a lunch period of 15 minutes, to be paid for at the hourly base rate.

98. *Paid Lunch Periods Allowed Only if Department Is on 3-Shift Schedule*

If any department should operate on three (3) eight (8) hour shifts, a reasonable lunch period shall be given during working hours on all shifts without deduction of pay. If, however, any department should operate on less than three (3) shifts, then the lunch period shall not be given during working hours.

99. *Shifts Other Than Day Shift Receive Paid Lunch Period*

On each shift other than the regular day shift there will be a 30-minute lunch period without pay deduction. Payment for designated lunch periods will be computed on the hourly rate for hourly rated workers and on 120 percent of base rate for incentive workers.

100. *Paid Lunch Period for Evening Shift; Extra Pay in Lieu of Lunch Period for Early Morning Shift*

The company will provide a 20-minute lunch period for employees on the 4 p. m. to 12 p. m. shift. All employees will be paid base or hourly rate for this period. No lunch period will be provided for employees on the 12 p. m. to 7:15 a. m. shift, but such employees will be paid, in addition to their earnings, 45 minutes extra at base or hourly rate.

101. *Continuous-Operation Employees Eat Lunch While on Duty*

Employees in rotating shift service in continuous operations will be permitted to eat their lunch while on duty at a time that will not interfere with the operation.

102. *Lunch Period Included in Workday of Shift Employees, Excluded From Workday of Day Workers*

Eight consecutive hours, exclusive of lunch and inclusive of relief periods, shall constitute a day's work for day workers.

Eight consecutive hours, inclusive of lunch (which shall be 20 minutes for male employees and 30 minutes for female employees) and relief periods, shall constitute a day's work for shift workers.

103. *Lunch Period Included in Workday of Underground Workers, Excluded From Workday of Surface Workers*

Eight hours from portal-to-portal shall constitute a regular shift's work for all underground men, and a lunch period of 30 minutes shall be considered as time worked in computing overtime for underground men.

Eight hours exclusive of lunch period shall constitute a regular shift's work for all men employed on surface, except that lunch period shall be included as time worked for men employed on regular three-shift operating jobs.

104. *Amount of Paid and Unpaid Time for Lunch Depends on Type of Work Performed by Employee*

The normal workday and lunch payment procedure for the various groups of employees is:

(1) All production and service employees, except those on continuous operations, shall work seven and one-half ($7\frac{1}{2}$) hours per day. These employees shall be given a thirty (30) minute lunch period and shall be paid for fifteen (15) minutes at base rate for pieceworkers, or hourly rate for hourly rated employees. The clock cards shall show a minimum of eight (8) hours for a full day's work.

(2) Employees on continuous operations who have sufficient idle time to eat their lunch without loss of production shall work eight (8) hours per day. They will be paid for eight (8) hours. The clock cards will show a minimum of eight (8) hours for a full day's work.

(3) Employees on continuous operations who do not have sufficient time for eating lunch without a loss of production and are given lunch relief shall work seven and three-fourths ($7\frac{3}{4}$) hours per day. These employees will be relieved for fifteen (15) minutes. Pieceworkers will be given the pieces produced, and hourly workers will be paid their hourly rate. The clock card will show eight (8) hours minimum for a full day's work.

(4) Maintenance, laboratory, and quality control employees shall work seven and three-fourths ($7\frac{3}{4}$) hours per day. These employees shall be given a thirty (30) minute lunch period and shall be paid for fifteen (15) minutes of it at base rate for pieceworkers, or hourly rate for hourly workers. The clock cards will show eight and one-quarter ($8\frac{1}{4}$) hours as a minimum for a full day's work. (The signing of this agreement shall not act as a bar to the local union's right to benefit from any interpretation of the company-wide agreement on "lunch period" agreed upon or awarded by the umpire.)

105. *Pay for Lunch Periods Computed at Regular Rate for Day Workers and on Percentage Basis for Pieceworkers*

Day rated workers will be paid for this 15-minute lunch period at their regular day rates. Pieceworkers shall be paid for this 15-minute lunch period by adding 3 percent of their piecework earnings.

106. *Rate of Double Time for Work During Lunch Period; Paid Time Allowed To Eat Lunch After Completion of Emergency Work*

Employees assigned to work during lunch period shall receive double time and shall be allowed time to consume their lunch on the employer's time after completing such necessary or emergency work during their lunch period.

107. *Rate of Time and One-Half for Work Through Noon Lunch Period and Until Employee Released for Lunch*

Except on shift work, overtime at the rate of time and a half the regular rate of pay shall be paid an employee who works through his regular noon lunch period up to and until he is released for lunch.

108. *Employee Given One-Half Day's Pay or Time Off if Required To Work During Lunch Period*

Whenever it shall be necessary for an employee to work during his lunch hour as part of his daily duties, he shall be given one-half day off, with full pay, or additional pay in lieu of one-half day off each week. This one-half day off to be taken upon mutual agreement between the employer and the employee.

SCHEDULING OF LUNCH PERIOD

109. *Meal Period During Fifth Hour From Starting Time*

Employees working daylight hours in an activity not necessarily continuous in nature shall have a regularly designated meal time during the fifth hour from starting time except in cases of emergency endangering life or property, in which case they shall be given a meal period on company time and allowed to continue to work until their normally scheduled quitting time.

110. *Lunch Period Between Third and Sixth Hours of Workday*

Time off for meals shall be given between the third and sixth hours of the day's work and shall not exceed 1 hour per day.

111. *Meal Hours Specified But May Be Varied 1 Hour Either Way*

Meal hours shall be as follows:

Breakfast-----	7:30 a. m.- 8:30 a. m.
Dinner-----	11:30 a. m.-12:30 p. m.
Supper-----	5 p. m.-6 p. m.

These hours may be varied not to exceed one (1) hour either way. One unbroken hour is to be allowed for each meal for each man.

112. *Lunch Period May Be Varied 1 Hour Either Way Under Certain Conditions*

The regular hours of work shall be from 8 a. m. to 12 o'clock noon and from 12:30 p. m. to 4:30 p. m., or from 8 a. m. to 12 o'clock noon, and from 1 p. m. to 5 p. m.; provided, however, that the regular lunch period may be advanced or delayed 1 hour or less for any of the following reasons, namely, (1) when work which must necessarily be performed on facilities serving a customer of company can most conveniently be performed during such customer's lunch period; (2) when work must necessarily be performed by reason of an interruption to utility service or other emergency having occurred; (3) when work must necessarily be performed to eliminate a hazard to life or property; or (4) when the company foreman or other supervisor and the employees involved mutually establish a different lunch period or agree to a temporary change in the regular lunch period. A change in lunch period for any of the foregoing reasons shall not be deemed to require the payment of overtime.

113. *Work for More Than 5 Hours Without a Lunch Period Prohibited*

One full uninterrupted hour as a lunch period, lunch period to be given between the hours of 11 a. m. and 2 p. m. No employee shall work more than 5 hours without a lunch period.

114. *Work in Excess of 5 Hours Without a Meal Period Paid at Overtime Rate*

If an employee is worked more than five consecutive hours without a meal period, all time in excess of five (5) hours shall be paid for at the regular overtime rate.

MEAL ALLOWANCE OR MEAL FURNISHED BY EMPLOYER**115. *Cash Meal Allowance if Employee Works 2 Hours' Overtime***

Whenever employees are required to work two (2) hours overtime or longer after their scheduled quitting time, they will be paid 1 dollar for a meal, retroactive to August 21, 1948. This will be paid in cash at time of notification.

116. *Meals Supplied After 10 Hours and Every 4 Hours Thereafter*

When employees are required to remain for, or are called for overtime work, the company will make provision to supply such employees with satisfactory lunches after ten (10) hours, and then every four (4) hours thereafter while working.

117. *Day and Shift Workers To Be Provided One or Two Meals a Day, Depending on Amount of Overtime Worked*

When an employee is not scheduled to work more than his normal shift, the company will provide lunches as follows:

A lunch will be provided in the following cases:

1. Day workers continuing past 6:30 p. m. on overtime work, but not more than four (4) hours' overtime.
2. Shift workers continuing more than two (2) hours beyond their normal shift, but not more than four (4) hours' overtime.

A second lunch will be provided under the following circumstances:

1. Day workers continuing to work more than four (4) hours after 6:30 p. m.
2. Shift workers continuing to work more than six (6) hours' overtime.

Shift workers scheduled to work more than twelve (12) hours are to be provided with lunches.

Only in the case where a lunch cannot be provided will the worker receive lunch money.

118. *Cash Meal Allowance if Employees Do Not Receive Advance Notice of Overtime*

As much advance notice for daily overtime work shall be given as possible; in the event that notice is not given until the same day on which overtime is performed, the company will pay the sum of fifty (50) cents in lieu of lunch to each employee required to work ten (10) or more hours on that day.

119. *Company Option To Furnish Meal or Meal Allowance to Employee Working Overtime*

The company agrees to furnish lunch to all employees working more than ten (10) hours in any workday or at the sole option of the company to pay such an employee the sum of \$1.

120. *Company Pays for Lunch and Lunch Period if Employee Has Worked More Than 6 Hours Since Last Lunch Period*

Day workers when working overtime will not be required to work longer than six (6) hours without lunch period. If no other arrangements are made, a man may leave the plant for sufficient time to eat. Any employee who is required to work more than six (6) hours after his previous lunch period shall be given an opportunity to send out for a lunch, to be paid for by the company if it is not in excess of one (\$1) dollar. No deduction will be made from his wages for the time necessary to eat this lunch.

121. *Meal or Meal Allowance and Paid Meal Period for Employees Working More Than 2 Hours' Overtime*

Any employee required to work more than two (2) hours in addition to a regular eight (8) hour shift shall be furnished a meal costing not more than seventy-five (75) cents, or in lieu thereof, seventy-five (75) cents for such meal at the employer's expense and shall be allowed time with pay within which to consume the same, not to exceed 1 hour, if the employee is required to travel from the plant site for the purpose of said meal or one-half hour if said meal be furnished on the plant site.

122. *Meal Allowance and Unpaid Meal Period for Employees Working More Than 3 Hours' Overtime*

Any employee who is requested to work three (3) hours or more overtime in 1 day, shall receive supper money in the amount of seventy-five (75) cents and a thirty (30) minute supper period without pay. The supper period is to be designated by the employer, which in no event, shall be later than two (2) hours after completion of an eight (8) hour day.

Traveltime

In the Mt. Clemens Pottery case, June 1946, the Supreme Court of the United States held that employees' working time for purposes of the Fair Labor Standards Act of 1938 included time spent on the employer's premises in traveling to the actual job site, as well as other nonproductive time related to performance of the job. Many suits for back pay for nonproductive time were filed after this decision, but most of them were nullified by the Portal-to-Portal Act of 1947. This act relieves an employer from liability under the Fair Labor Standards Act for failure to pay an employee for time spent in traveling and other nonproductive activities preliminary or postliminary to his regular workday, unless such activities are compensable at the time of their performance by either an express provision of a written or nonwritten contract, or by a custom or practice at the place of employment, not inconsistent with such a contract.³

Traveltime provisions are most frequently incorporated in agreements covering miners, public utility construction and maintenance employees, and other workers whose workplace is likely to be a considerable distance from the entrance to the employer's premises or from some central assembly point. All time spent in travel from designated bases to the worksite is considered worktime and paid for under some agreements. Others allow pay only for travel in excess of a specified distance or make a flat allowance for traveltime regardless of distance. In some cases, the allowance includes compensation for other types of nonproductive time, as well as traveltime.

A few agreements allow pay for time spent traveling on out-of-town assignments or to a new location to which the employee has been trans-

³ For additional details, see Monthly Labor Review, August 1947, pp. 199-202.

ferred. (See Bulletin No. 908-8, General Wage Provisions, for clauses providing payment of expenses on such trips, and clauses relating to pay for traveltime for employees called to work outside their regular hours.)

In some agreements, pay for traveltime is specifically prohibited, and the union pledges not to support claims for traveltime made by individual employees.

123. Traveltime Back and Forth Between Reporting Place and Job Included in Regular Workday

The working time of an hourly paid employee shall commence when he has reported for work at the designated time and place, and time spent at the beginning of the day's work in going from such place to the job and returning from the job at close of the day's work to such designated place shall be included in the regular working day for which the employee is to be paid.

124. Traveltime Between Permanent Headquarters and Job, Temporary Headquarters and Job, and Between Permanent and Temporary Headquarters

When jobs are located away from permanent headquarters, the necessary traveltime from such headquarters to and from the job shall be considered as time worked.

When jobs are located away from temporary headquarters, the necessary traveltime between such temporary headquarters and the job shall be considered as time worked.

When temporary headquarters shall be established, the necessary traveltime required for employees to travel from permanent to temporary headquarters shall be considered as time worked, excepting in the case of travel by train, bus or other common carrier, in which event, employee shall not lose any regularly scheduled time.

125. Portal-to-Portal Pay for Miners

Eight hours from portal to portal shall constitute a regular shift's work for all underground men, and a lunch period of 30 minutes shall be considered as time worked in computing overtime for underground men.

126. Traveltime Allowance for City Bus and Street-Car Operators

The following types of traveltime will be allowed :

1. When a man, in beginning his day's work, is required to go from his home station to begin the movement of a car or bus at some distant point ;

2. When a man is required to go from a point where he completes one movement of a car or bus to another point to begin another movement of a car or bus ;

3. When a man is required to go from a point where he completes a movement of a car or bus to his home station to turn in at the end of his day's work ;

4. When a man completes the movement of a vehicle at a storage point away from the home station and is required to return to such storage point to begin another movement of a vehicle, traveltime will be allowed, in both directions, between storage points and the home station.

Provided, that in no case shall traveltime be allowed in excess of swing time, and,

Provided further, that traveltime covered by paragraph 4 will be paid to part-time employees.

Traveltime shall be computed on the basis of the scheduled running time between the points by the most direct car and bus routes, plus half the scheduled headway at the initial point and at transfer points.

127. *Maintenance Employees Allowed Traveltime if They Ride in Company Vehicle*

Maintenance employees who are required to report to a definite place at the beginning and end of their workday and who ride in a company vehicle driven by some other employee, shall be paid for all time spent in traveling from the place of reporting to place of work and in returning from place of work to place of reporting. All such traveltime shall be counted as hours worked for all purposes.

128. *Construction Workers Paid for Traveltime Between Worksite and Job Headquarters or Assembly Point. No Traveltime in Metropolitan Area or Where Living Quarters Are Provided Nearby.*

(a) Time spent in traveling by employees engaged in construction work shall be compensated only as provided in subsections (b) and (c) hereof.

(b) When employees are engaged in work on electric power lines, water distribution systems, or gas pipe lines which require them to move progressively along such lines, job headquarters shall be established, and the time spent in traveling between job headquarters and worksites shall be considered as time worked.

(c) When regular employees are engaged in work other than that described in subsection (b) hereof, a point of assembly shall be designated for each job in an area where room and board is normally available, and time spent by such employees in traveling between such points of assembly and worksites shall be considered as time worked, provided, however, that such traveltime will be paid only for the period of time during which any such employee is being reimbursed for board and lodging expense, and provided, further, that the foregoing shall not apply when any such job is in a town or metropolitan area, or is a station or hydro job where living quarters are provided on the project or immediately adjacent thereto.

129. *Traveltime Allowed for Distances in Excess of 1½ Miles*

Distances walked by employees to and from work in excess of 1½ miles each way shall be considered actual work and on company time.

130. *One-Half Hour's Pay Per Day for Traveltime*

The quarry crews' time shall start at the quarry; however, a bonus of ½ hour straight-time per day shall be paid for traveltime. This bonus is understood to be separate and apart from the wage scale.

131. *Allowance of 7.35 Minutes Per Day at Time and One-Half for Traveltime, Changing Clothes, Washing, Receiving Instructions, and Similar Activities*

All employees shall be paid for an additional seven and thirty-five hundredths (7.35) minutes per workday at their regular overtime rate of pay (time and one-half (1½) their regular rate of pay as shown in exhibit A hereto attached) for overtime commonly known as Portal-to-Portal time, that is, time spent by an employee on the company premises in physical or mental exertion (whether burdensome or not) controlled or required by the company and pursued necessarily and primarily for the benefit of the company and its business, such as, but not by way of limitation, time spent on the company premises in walking to and from the job, changing clothes, washing and receiving instructions from an employee relieved of a job at the end of the shift, concerning the operation of the job.

This section 4 shall be subject to, and the company and the union shall abide by and comply with, all existing and future applicable Federal and State laws, executive orders, rules and regulations applying to portal-to-portal time or pay, and the company and the union shall have the right to rely upon and to act in accordance with any existing or future regulation, ruling, written opinion, or written interpretations furnished by the representatives of any governmental officer, board, or agency charged with the administration or enforcement of such Federal or State laws, executive orders, rules and regulations.

132. *Employees Traveling to or from Out-of-Town Assignments Credited with 8 Hours' Work Within Each 24 Hours*

Employees on out-of-town assignments and traveling to or from out-of-town assignments shall be credited with eight (8) hours' work within each 24 hours, whether or not a full 8 hours have been worked.

133. *Employee Transferred to Another Location Paid for Traveltime*

When an employee is transferred to a job at a location other than his usual place of abode and at which he is required to establish new living quarters he shall be compensated for time actually spent in traveling to such new location, exclusive of stop-overs, provided that he travels by transportation facilities either furnished or designated by company; such compensation shall be paid at the straight-time rate of pay for the work he will perform at such new location. When transportation facilities therefor are not furnished by company or other mode of transportation is not authorized in advance, reimbursement of transportation expense at the minimum common carrier rate shall be made.

134. *Excessive Traveltime Cause for Discipline or Deduction of Time*

Travel from the headquarters to the job and from the job to the headquarters shall be counted as work performed. All employees shall commence and finish their day's work at the designated headquarters. Consuming excess time, lingering or loitering in travel to and from the job shall be cause for discipline or deduction of time.

135. *No Pay for Traveltime. Claims for Traveltime Not To Be Processed Through Grievance Procedure and Not To Be Supported by Union.*

The company shall not be obligated to compensate for any travel or walking time or time spent in preparatory or closing activities on the employer's premises, for which compensation is not paid under present practices, it being agreed for the purposes of this agreement that because of the conditions prevailing with respect to such activities they are not compensable and do not constitute work within the meaning of the Fair Labor Standards Act.

No claim involving payment for such activities shall be processable under the grievance procedure herein and the union will neither make any claim nor aid or support any existing or future claims or actions against the company respecting compensation for such activities.

Preparatory Activities Related to the Job

Many jobs require certain preliminary activities, such as checking out and preparing tools, arranging the work space, laying out materials, etc. Likewise, at the end of the workday, employees may be required to clean their tools and return them to the tool room and to put the workplace in order. Under the Portal-to-Portal Act, time spent on such activities is considered hours worked for the purposes

of the Fair Labor Standards Act, when it is made compensable by either an express provision of a written or nonwritten contract, or a custom or practice at the place of employment, not inconsistent with such a contract.

Some contracts allow a specific amount of time daily for these preparatory activities, or provide a graduated scale of allowances based on the nature of the employee's work. Other contracts merely state that a "reasonable" amount of time will be allowed for these activities.

136. *Pay for Time Spent Preparing and Repairing Tools and Equipment*

It is agreed that these employees using tools and equipment furnished by the company will be paid for the time spent preparing and repairing those tools and equipment as regular time which will be scheduled or handled by the foreman the same as any other assignment of work for which he is responsible. This provision will not be retroactive.

137. *Time Allowance for Preparing Machines for Operation*

Machine tenders in mills and plants, such as engineers, pump men, sawyers, edgermen, trimmermen, planermen, etc., are expected to be on the job a few minutes in advance of starting time in order to prepare the individual machines for operation. Such preliminary work, however, shall be limited to approximately 10 minutes daily and shall be on company time.

138. *Company Must Supply Tools Ready for Use or Permit Employees To Prepare Them on Company Time*

The company shall either supply knives, steels, whetstones, and meat hooks prepared for use at its expense, or permit employees using same, to prepare them on company time, as the employer may elect.

139. *Time Spent Getting Out Stock Considered Working Time*

Time getting out stock shall be considered a part of a day's work.

140. *Time Allowance for General Care of Equipment*

Motion picture operators on opening shift shall be allowed not less than one-half ($\frac{1}{2}$) hour before start of performance for general care of equipment.

141. *Varying Amounts of Time Allowed Different Types of Employees To Clean Up Workplace and Equipment, Return Tools, and Wash Up*

The present practice of permitting burners and welders 5 minutes to pick up hose, put away gages and collect material; of permitting painters 15 minutes to clean their brushes and wash up; of allowing employees actually working with fibre and spun glass 15 minutes to wash up; of allowing those engaged in the very dirty work 5 minutes to wash up; of allowing 5 minutes to employees who use them to put tools borrowed from the tool rooms back in place; of permitting 5 minutes to employees before quitting time to put away all company and United States Government materials in their proper place in order to insure said tools' conservation; all these shall be continued for the life of this agreement without any loss of time to employees performing the tasks described in this section. Except as specified, employees shall not quit before whistle time unless special permission has been obtained from their foreman.

142. *Tool Cleaning on Company Time at End of Day*

Employees shall be allowed to clean their tools on company time at the end of the workday.

143. *Checking Tools In and Out Considered Time Worked*

It is understood that checking out and checking in tools is time worked.

144. *Time Allowed for Return of Tools Dependent on Type of Tools and Distance From Check-In Point*

Reasonable time will be allowed for employees to return tools and other company equipment at the end of the shift or day, on company time, taking due account of the distance of their work from the check-in point, and the nature of the tools to be handled.

145. *Five-Minute Allowance for Employees To Return Pneumatic Equipment or Bulky Tools*

Employees using pneumatic equipment or bulky tools that are not left on the job, will be permitted to leave their work 5 minutes before quitting time in order that they may return such equipment and tools to the shops.

146. *Employees Working Outside Allowed Time To Return Tools to Plant*

A reasonable amount of time will be allowed for employees working outside to return tools or equipment to plant.

147. *Graduated Penalties for Repeated Abuse of Wash-Up and Tool Returning Time*

A 3-minute period shall be provided at the end of the day for washing up and putting tools away, and these things are not to be done prior to this period. Warning will be given any employee caught in the first violation of this regulation, for second violation employee will be subject to a 3-day lay-off, and for the third violation to discharge unless satisfactory explanation is acceptable to the Management.

Time Allowance for Washing Up, Changing Clothes, and Making Reports

Employees are sometimes allowed to wash up on company time, particularly in those industries where the work is dirty or where materials handled involve health hazards. Usually, such wash-up time is allowed only at the end of the shift, but in some instances it is also granted before lunch. The amount of time allowed rarely exceeds 5 or 10 minutes. Some agreements restrict the wash-up privilege to employees performing unusually dirty work or allow them more time than other employees. Specific penalties for abuse of the wash-up period privilege are provided in some instances.

Time for changing clothes from street to working clothes and vice versa at the starting and quitting times, respectively, may also be allowed without deduction in pay. A combined allowance for wash-up and clothes-changing is sometimes made.

In certain industries such as street and bus transportation, employees are regularly required to make out reports or time slips or to turn in receipts at the end of the day's work. Some agreements specify that time spent in such activities is to be considered working time.

148. *Paid Wash-Up Periods Before Lunch and Before Quitting Time*

The employers agree to allow a 5 minute paid wash-up period before lunch and a 5 minute paid wash-up period at the close of the working day.

149. *Wash-Up and Clothes-Changing Time at Beginning and End of Shift and Before Lunch*

The following periods shall be allowed each employee for washing up, changing clothes and making other preparations for beginning and ending the work shift and shall be considered as time worked :

Five (5) minutes at the start of his shift.

Ten (10) minutes prior to lunch.

Ten (10) minutes at the end of his shift.

Not more than one of each of the above periods shall be allowed each day.

150. *Wash-Up Time Allowed Only to Employees Engaged in Unusually Dirty Operations*

A reasonable amount of time will be allowed for employees who may be engaged in unusually dirty operations to clean their persons or clothes, but this shall not apply to the usual or regular class of work, but only to unusually dirty work. Shower facilities are available for employees but are not to be used during work time.

151. *Length of Wash-Up Period Depends on Job Duties*

Twenty minutes wash-up time, without deduction in pay, shall be allowed each employee before quitting time while actually engaged on manufacturing or processing of lead powder and on any other operations in the plant which the parties shall agree are toxic, or which in the opinion of a representative of the New Jersey Department of Labor are toxic. Such wash-up time for work not at present determined as being toxic shall become effective only upon such determination. Fifteen minutes wash-up time before quitting time shall be allowed without deduction in pay for work performed in bag houses and flues. Ten minutes wash-up time before quitting time shall be allowed in all other jobs, except for shift workers, without deduction in pay.

152. *Penalty for Abuse of Wash-Up Privilege*

Ten minutes prior to the end of each shift a buzzer will sound, and employees, other than casters and casters' helpers, may use said time for wash-up purposes, but employees must remain in the plant until the end of the shift. Should any employee violate the wash-up time after two warnings, one-quarter of an hour should be deducted from his pay for every violation thereafter.

153. *Paid Dressing Period Prior to Quitting Time*

Employees will be granted a 5-minute period for dressing prior to quitting time, and the expense incident to this procedure shall be borne by the employer.

154. *Length of Clothes-Changing and Wash-Up Time Varies on Basis of Number of Days Worked Per Week*

The parties agree that 12 minutes per day is a fair and reasonable allowance for the time required for the changing of clothes (and wash-up) incident to employment. Therefore, employees will be credited with 12 minutes working time per day for changing clothes (wash-up time). The amount of working time credited for the purpose of computing pay roll and employee time records shall be computed in maximum weekly amounts as follows :

Employees working 1 day— $\frac{1}{4}$ hour allowance

Employees working 2 days— $\frac{1}{2}$ hour allowance

- Employees working 3 days— $\frac{3}{4}$ hour allowance
- Employees working 4 days— $\frac{3}{4}$ hour allowance
- Employees working 5 days—1 hour allowance
- Employees working 6 days— $1\frac{1}{4}$ hour allowance
- Employees working 7 days— $1\frac{1}{2}$ hour allowance

Clothes-changing time (wash-up time) will be paid at the employees' regular rate of pay.

155. *Time Allowed for Changing Clothes Considered Working Time for All Purposes*

Twelve (12) minutes per day is a fair and reasonable time for the changing of clothes by employees covered by this agreement before and after work. The company shall pay them for such time at their respective regular basic hourly rates of pay. Such time is to be considered as working time for all purposes under this agreement.

156. *Overtime Rate Paid for Time Spent Changing Clothes After a Full 8-Hour Day*

The parties have agreed that fifteen (15) minutes per day constitutes a reasonable average time consumed by the employees in changing to and from working clothes and that such time shall be included in hours of work and compensated as such. Pay for such dressing time to be computed on the base rate without regard to night premium.

It is further agreed that if any employee works a full eight (8) hours in any one (1) day dressing time shall be computed at time and one-half the employee's straight-time hourly rate. Unless a full eight (8) hours is worked in a day, dressing time will be computed at straight time.

It is further agreed that the dressing time allowance will be paid to employees covered by this agreement only on the days they actually work.

157. *Multiplant Agreement: Continuation of Payment for Clothes-Changing, Wash-Up, and Other Incidental Time Where Such Payments Are Presently Made*

In the absence of written agreement to the contrary, incidental time such as make ready, clothes change, wash-up, or traveltime is not either straight-time worked or overtime worked, provided that such incidental time will continue to be paid for where such payments are presently made.

158. *Time Spent Making Reports Considered Working Time*

The time required in making out reports shall be compensated for in the same manner as is work for which reports have to be made and shall be included in the regular assigned shift.

159. *Three-Minute Allowance for Preparing Time Slips*

All employees who are required to make up a time slip shall be allowed three (3) minutes before quitting time to do so.

160. *Transit Operators Allowed Time To Make Out Reports and Turn in Receipts*

Trainmen and bus operators will receive an allowance of ten (10) minutes to make out any report except detention reports, provided, however, that employees are to be allowed 30 minutes' pay for making out accident and occurrence reports.

All trainmen and bus operators shall receive five (5) minutes' preparatory time at the beginning of their runs or trippers and ten (10) minutes' time after car or bus arrives at barn or garage for making out manifest and turning in receipts at the end of their day's work.

Meetings Called by Employer

Educational, safety, and training meetings are occasionally held during regular working hours. Most agreements specify that time spent at such meetings shall be considered working time and paid for. A few agreements require employees to attend meetings on their own time but limit the number and length of such meetings. Meetings on Sundays and holidays or on union meeting nights are usually prohibited, either by the terms of the agreement itself or by informal understanding.

161. *Employees Compensated for Time Spent at Meetings*

Employees required by the company to attend safety or other meetings shall be paid for all time spent at such meetings.

162. *Minimum of 2 Hours' Pay for Time Spent at Meeting Called by Company on Employee's Day Off*

In the event that a general meeting of employees or group meeting of the employees shall be called by the company, the hours spent in such meeting shall be considered as hours worked and shall be paid for as such. If an employee is called in to attend a general or group meeting by the company upon any day on which he would not otherwise work, then he shall be entitled to pay for all of the hours spent at said meeting with a minimum of 2 hours.

163. *Limit on Number and Length of Meetings Held Outside Working Hours*

Each employee may be required by his employer to attend not more than two meetings in each month not held during working hours of each employee, provided that such meetings do not last more than an hour each and that notice of such meetings is given at least 1 day in advance thereof, and provided, further, that such meetings shall commence not later than the end of such employee's working day. For all time in attendance at meetings other than those above provided for or in excess of the time limit provided for such meetings, the employees attending the same shall be entitled to be paid at the rate of one and one-half times his regular scale of wages. Meetings shall not exceed eighteen (18) in any contract year.

164. *Maximum of 4 Sales Promotion and Training Meetings Per Year Held After Hours; 48 Hours' Advance Notice Required*

The company may hold periodic meetings of its employees for the purpose of promoting sales and for the purpose of training salesmen. Any meetings of this nature may be held after hours, but shall be held at such time as not to impose any hardship upon the employees. Not more than four such meetings shall be held in each year. The company shall give not less than forty-eight (48) hours' notice of such meetings.

165. *Weekly Meeting of Sales People and 2 General Meetings Per Year Without Overtime Payment*

Salespeople may be required to attend one (1) meeting each week for approximately one-half ($\frac{1}{2}$) hour without being paid for overtime; in addition thereto, employees may be required to attend two (2) general meetings each year without being entitled to overtime.

Completion of Service to Customers

Agreements covering restaurants and retail trade establishments sometimes require employees to complete service to customers or finish a sale after their regular quitting time, without payment for overtime. However, some of these agreements require payment for overtime if more than 15 minutes is necessary to complete service.

166. *Time Spent Completing Service to Customer After Quitting Time Not Considered Overtime*

Waiters and waitresses shall complete service on a guest notwithstanding the fact that the employee has reached his or her quitting time and such additional time shall not be deemed to be overtime.

167. *Time Spent Completing Service to Customer Not Considered Overtime If It Does Not Exceed 15 Minutes*

Employees shall finish waiting on a customer notwithstanding the fact that the employee has reached his or her quitting time and such additional time shall not be deemed to constitute overtime, provided such additional time does not exceed 15 minutes.

168. *Employees Who Work More Than 15 Minutes Overtime To Complete a Transaction Allowed Overtime Pay or Commissions Earned During Overtime Period, Whichever Is Greater*

Employees waiting upon customers will finish such transaction without overtime pay for the first fifteen (15) minutes after quitting time. Claims for overtime thereafter shall be filed with the employer not later than the following Saturday.

Employees on commission shall receive for overtime periods either the commissions earned during said periods or the overtime pay therefor, whichever is the greater, in addition to their regular weekly compensation.

169. *Any Work After Closing Hour of Store To Be Paid for at Overtime Rate*

Any work after the regular closing hours of the store as herein provided is, and shall be, considered overtime work. Overtime work shall be compensated at the rate of one and one-half times the regular rate of wages per hour.

Make-Up of Lost Time

A few agreements allow employees who have lost time from work during their regularly scheduled hours to make up the lost time. Some of these agreements permit make-up only if the time was lost because of circumstances beyond the employee's control. A maximum amount of time which can be made up may be specified. Usually, lost time must be made up during the same week on the employee's regular day or days off. In most cases, make-up work is paid for at a straight-time rate even though it is worked on Saturday, and a premium rate is ordinarily paid for Saturday work.

Some agreements prohibit make-up of lost time altogether or permit it only by mutual agreement of the union and the employer. (See

Bulletin No. 908-2, Vacations; Holidays and Week-End Work, for clauses relating to make-up of time lost because of holidays.)

170. *Equal Opportunity Afforded All Employees To Make Up Time at Regular Rate to Extent Allowed by Fair Labor Standards Act*

To the extent allowed by the Federal Wage and Hour Law (Fair Labor Standards Act of 1938), employees may be permitted to make up at their regular rate time lost if in the company's opinion there is work to be performed which the affected employee is capable of performing. Equal opportunities shall be afforded all employees in this matter.

171. *Time Lost Without Good Reason During Week Made Up on Saturday at Employee's Option at Straight-Time Rate*

If any employee shall absent himself from work on a weekday without good and sufficient reason, and if he wishes to work on Saturday of that week, he shall work at straight time up to a total of forty (40) hours for the week.

172. *Maximum of 3 Days Lost Because of Circumstances Beyond Employee's Control May Be Made Up on His Regular Days Off*

In the event any employee is caused to lose time from his job because of circumstances beyond his control, such as the death or sickness of a member of his family, or by reason of attendance at a funeral, or personal illness (not exceeding three (3) days) said employee will be permitted to make up the time lost by working on his regular days off at straight time, i. e., at his regular rate of pay, providing such work, in the opinion of company, is available in his classification without the lay-off or demotion of a man of equal or higher classification.

173. *Make-Up of Time Lost Because of Union Activities if Department Operating on Schedule Which Makes It Permissible*

Time lost by employees because of union activities on their part may be made up on a straight-time basis provided the department is operating on a schedule which makes it permissible.

174. *Make-Up of Lost Time by Mutual Agreement of Grievance Committee and Management*

By mutual agreement between the grievance committee and the local management, employees who, due to personal reasons or operating emergencies, fail to complete the hours worked in the operation in which they are employed within their scheduled five (5) days of work within the regularly scheduled workweek may be permitted, if work is available in which they are regularly employed, to make up within the regularly scheduled workweek such time lost to a maximum of forty (40) hours without the payment of overtime rates.

175. *Lost Time To Be Made Up Within Same Scheduled Week; Consent of Department Head Required*

Upon request, and with the consent of the department head, employees may make up time lost within the same scheduled week; provided the company is not penalized thereby.

176. *Company Not Required To Schedule Saturday Work To Make Up Time Lost*

It is agreed that even though time is lost due to bad weather, shut-downs or unavoidable conditions, the company is not required to schedule work for Saturday of that week to make up the time lost.

177. *Make-Up of Lost Time Prohibited*

No member of this union shall be allowed to make up lost time for any reason whatsoever.

Tardiness

Agreements vary considerably in their provisions regarding tardiness at the beginning of the shift or after the lunch period. In some instances, no deduction from pay is made for tardiness if it does not exceed a few minutes (usually 3 or 5) or if the employee is not tardy more than a specified number of times during the month. Other agreements deal with tardiness in stricter fashion: A minimum of 15 or 30 minutes' pay may be deducted each time the employee is tardy, or the tardy employee may not be allowed to begin work until the next quarter hour after his arrival.

Various penalties may also be imposed for failure to punch the time clock or for punching it improperly. (See Bulletin No. 908-5, Discharge, Discipline, and Quits; Dismissal Pay Provisions.)

178. Tardiness of 3 Minutes or Less Excused

Lateness which does not exceed 3 minutes on reporting for duty and returning from meal periods shall not be docked.

179. No Deduction for First Tardiness in Each Month if It Does Not Exceed 5 Minutes

An employee will be granted only 1 day of lateness per week and that not to exceed 5 minutes, without loss of time.

180. Minimum of 15 Minutes Deducted for Each Tardiness

If an employee reports late for work, he shall have a minimum of fifteen (15) minutes deducted from his straight-time hours for such lateness; and he shall not receive overtime pay until he actually has worked a total of full eight (8) hours or full forty (40) hours.

181. Minimum of One-half Hour Deducted for Each Tardiness Exceeding 3 Minutes; Two 10-Minute Tardiness Per Month Excusable

Tardy employees shall receive a deduction of one-half hour for being late over 3 minutes and less than one-half hour, except, however, that no deductions will be made for the first two tardinesses in each month not exceeding 10 minutes.

182. Deduction of $\frac{1}{10}$ of an Hour for Each 6 Minutes' Tardiness or Fraction Thereof

A penalty of one-tenth ($\frac{1}{10}$) of an hour's pay will be deducted for each six (6) minutes or fraction thereof of time lost due to tardiness.

183. Employee Not To Begin Work Until Next Quarter-Hour if More Than 5 Minutes Late

If an employee is more than five (5) minutes late, at the start of a shift or after a lunch period, he will be required to wait until the start of the next fifteen (15) minute period to go to work.

184. Penalty Deductions for Tardiness; Employee Not Required to Work During Penalty Period

A penalty of $\frac{1}{10}$ of an hour will be given an employee who punches in three (3) to six (6) minutes late. For tardiness beyond six (6) minutes intervals will apply: i. e., up to twelve (12) minutes, minus $\frac{2}{10}$ of an hour; up to eighteen (18) minutes minus $\frac{3}{10}$ of an hour, etc. An employee shall not be required to work during the penalty period.

185. *Habitual Tardiness Subjects Employee to Discipline*

The starting time of a tardy employee will be according to schedule if the tardiness is excusable and less than 5 minutes. In the case of an employee being tardy more than 5 minutes, his starting time shall be the time at which he begins work if he is permitted to do so. Employees who are habitually tardy shall be subject to discipline.

186. *Penalty Graduated According to Number of Times Employee Is Tardy*

Regular and extra coach operators reporting late for duty shall lose their place for one (1) day. Reporting late a second time within (30) days, dating from date of first miss, they shall lose their place for two (2) days. Reporting late a third time within thirty (30) days, dating from date of first miss, they shall be disciplined not to exceed three (3) days.

187. *Penalty for Failure To Punch Time Clock Properly*

Employees so required by the company shall punch in on the time clock on their own cards only, and not earlier than 15 minutes before actually going on the job. They shall punch out likewise immediately upon leaving the job. Employees punching in over 5 minutes late shall not receive time until the beginning of the next half hour period. Employees failing to punch or to punch properly, shall have $\frac{1}{2}$ hour's pay deducted for each such failure.

188. *Burden of Proof on Employee if He Fails To Punch Time Clock and Claims He Was Present*

If an employee fails to punch his time card, he must bring the matter to the attention of his foreman or the supervisor in charge of the department and the employee will be required to prove to his foreman or the supervisor in charge of the department that he was at work during the time for which the employee wants credit. The card must bear the approval of the foreman or the supervisor in charge of the department before any such credit is given.

Chapter 2.—Overtime Pay

Introduction

Protection of hours of work standards by the requirement of a higher-than-regular rate of pay for overtime work has been a traditional policy with organized labor. Almost every union agreement, therefore includes provisions governing overtime work.

In some highly seasonal industries, union agreements prohibit overtime entirely. Examples are the men's and women's clothing industries. In these cases, the prohibition of overtime tends to lengthen somewhat the busy season and to curtail the periods when the shops in the industry are shut down. In other seasonal industries, however, restrictions on overtime work are relaxed during the busy season.

Under some agreements, overtime work is prohibited only when there is some unemployment among members of the union. A variation of this type of provision prohibits overtime until plant facilities are being utilized full time.

In some instances, overtime as such is not entirely prohibited, but the time permitted is so small as to mean a virtual prohibition. The object is to cause the hiring of additional employees instead of having available work done on overtime.

To avoid extreme fluctuations in daily employment, the maximum number of daily hours, as well as weekly hours, is often specifically stated. It is further provided in the majority of cases that overtime rates are to be paid for any work in excess of the daily hours, as well as for work in excess of the established hours per week.

The most common overtime rate is time and a half the regular rate, although some agreements require double time. In some instances, a graduated scale is provided; for example, time and a half for a specified number of hours of overtime and double time thereafter. In others, certain groups of employees, such as maintenance workers, are excluded from overtime payments. Under a few agreements, overtime rates are waived for a given number of weeks during busy seasons.

Payment of overtime is governed to a great extent by law. The Fair Labor Standards Act provides that for all work in excess of 40 hours a week, any employee who is engaged "in commerce or in the production of goods for commerce" shall be paid "one and one-half times the regular rate at which he is employed." However, employers of workers in certain occupations and in some industries avail themselves of partial or complete exemptions from this overtime provision.

For example, year-round exemption is available for employees engaged in agriculture and, under certain conditions, in certain processing of stated agricultural products; administrative, executive, and professional employees; switchboard operators in small telephone exchanges; employees on small newspapers; employees employed by retail and service establishments which engage primarily in local trade; fishermen and allied workers; and certain transportation workers including seamen but not including dredge workers, port workers, roustabouts, and stevedores. Complete exemption from the overtime provision, during a period or periods not exceeding 14 workweeks in the aggregate in any calendar year, is available under certain conditions for employees engaged in specifically enumerated operations on agricultural commodities. In industries of a seasonal nature, a partial exemption from the overtime provision is allowed, i. e., for a period or periods of not more than 14 workweeks in the aggregate in any calendar year, the overtime rate is required only for hours after 12 a day or 56 a week.

The Walsh-Healey Public Contracts Act of 1936, applicable to work performed under contracts with the United States Government for the manufacture or furnishing of supplies and equipment in amounts exceeding \$10,000, requires time and a half for work in excess of 8 hours a day or 40 hours a week.

One of the most troublesome aspects of overtime is the determination of the employee's "regular rate" upon which are based overtime payments required by the Fair Labor Standards Act. The general formula for determining the employee's regular rate is to divide his weekly earnings (excluding any overtime premium) by the total number of hours he worked during the week.

The pyramiding of overtime (payment of more than one type of overtime premium for the same hours of work) is prohibited by most agreements. However, the United States Supreme Court, in the longshore cases, in June 1948 held that a higher rate paid for working on certain days, such as Saturdays, Sundays, and holidays, or at certain hours of the day, is not a true overtime premium and therefore, cannot be offset against overtime payments required by the Fair Labor Standards Act. The court held that only premiums for work in excess of a bona fide standard number of hours a day, or days in a week, are true overtime premiums under the act.¹

An amendment to the Fair Labor Standards Act, H. R. 858, "an Act to clarify the overtime compensation provisions of the Fair Labor Standards Act," was passed by the Congress and signed by the President on July 20, 1949, taking effect immediately. Under this amendment, the types of premium payments which may be excluded from

¹ See Bulletin No. 908-2, Vacations; Holidays and Week-End Work. See also chapter 3, pp. 73-80, Shift Operations, for clauses concerning premium pay for undesirable hours.

computation of the regular rate and offset against the overtime requirements of the Fair Labor Standards Act include:

(1) Extra compensation provided by a premium rate paid to the employee for certain hours worked in any day or workweek because such hours are hours worked in excess of 8 in a day or 40 in a workweek or in excess of the employee's normal working hours or regular working hours, as the case may be;

(2) Extra compensation provided by a premium rate paid to the employee for work on Saturdays, Sundays, or holidays, or regular days of rest, or on the sixth or seventh day of the workweek, provided such premium rate is not less than one and a half times the rate established in good faith for like work performed in nonovertime hours on other days;

(3) Extra compensation provided by a premium rate paid to the employee under an applicable employment contract or collective bargaining agreement, for work outside of the hours established in good faith by the contract or agreement as the basic, normal, or regular workday of not more than 8 hours or as the basic, normal, regular workweek of not more than 40 hours, provided such premium rate is not less than one and a half times the rate established in good faith by the contract or agreement for like work performed during such workday or workweek.

Other aspects of overtime work dealt with by many agreements include time off in lieu of overtime pay; lay-off to avoid payment of overtime; what constitutes hours worked for overtime purposes; and distribution of overtime work among the employees.

When Overtime Rate Is Payable

The overtime rate is usually applicable to work in excess of 8 hours a day or 40 hours a week. In some instances, all work performed outside the employee's regularly scheduled daily hours is also considered overtime work, regardless of whether it is in excess of 8 hours. If the employee is on a rotating shift basis, and a regular shift causes him to work two shifts within a 24-hour period, the second shift is usually not considered overtime.

The agreement may establish a standard workweek of more or less than 40 hours but make the overtime rate applicable after 40 hours. In rare instances, payment at the overtime rate is required only after 12 hours a day or 56 hours a week. This is permissible under two provisions of the Fair Labor Standards Act. Under section 7 (b) (1), the agreement must limit employment to 1,040 hours in any period of 26 consecutive weeks. Under section 7 (b) (2), the employees must be guaranteed annual employment. Annual employment guaranteed may be for 1,840 up to 2,080 hours in a year, or for not less than 46 normal workweeks of at least 30 hours per week. After the guaran-

teed hours have been completed, time and a half must be paid for each hour worked beyond 40 in a week, if the guarantee is for less than 2,080 hours. All hours worked beyond 2,080 in the contract year must be paid for at time and a half. The employees may not work more than a maximum of 2,240 hours in the year.²

A few agreements covering a number of employers require overtime payments after a workweek of 40 hours if the operations are covered by the Fair Labor Standards Act and after a longer workweek if they are not so covered. A few other agreements covering employers, some or all of whose employees are exempt from the Fair Labor Standards Act, require overtime payments after 40 hours but specify that the employer is not precluded from taking advantage of the exemption in the future.

Many agreements have special overtime provisions relating to plant protection employees and others who work irregular schedules. Such employees may be required to work a longer workday than employees on regular schedules before the overtime rate is applicable, or they may receive only weekly overtime. Employees on the third shift sometimes receive overtime pay after a shorter workday than that of employees on other shifts.

Some agreements merely state that overtime payments will be made in accordance with State or Federal laws.

A few agreements specify that the employee will be paid for a minimum of 15 or 30 minutes' overtime if he is required to work any overtime at all.

1. *Overtime Paid in Compliance With Fair Labor Standards Act*

Time and one-half will be paid in compliance with the provisions of the Fair Labor Standards Act.

2. *Payment of Overtime To Conform to Applicable State and Federal Laws and Regulations*

The payment of overtime wages will be such as conform to the acts, orders, decrees, and regulations of the Federal or State governments, or any agencies thereof having jurisdiction over the business operation of the company.

3. *Overtime Rate for Hours Exceeding 8 Per Day*

Time and one-half shall be paid for all over 8 hours' work in 1 day.

4. *Overtime Rate for Hours Exceeding 7 Per Day*

All work performed in excess of seven (7) hours worked during any day of the regular workweek and all work performed on Saturday and Sunday shall be paid for at one and one-half the regular rate of wages.

5. *Food Processing Agreement: Overtime Rate for Hours Exceeding 10 Per Day on Nonperishable Pack, and for Hours Exceeding 12 Per Day or 72 Per Week on Perishable Pack*

(a) The provisions of the Fair Labor Standards Act as such act now exists or as it may be amended or changed by any legislation by the Congress of the

² Fair Labor Standards Act, as amended, 1949, section 7 (b) (2).

United States and the provisions of the Walsh-Healey Act, when applicable, shall govern the payment of overtime wages, except that in addition thereto work on holidays and work on Sunday shall be paid for at the rate of double time.

(b) In addition to the above provisions for premium pay, the company further agrees to pay time and one-half the regular rate for all hours in excess of 10 hours in any 1 day on nonperishable pack and for all hours in excess of 12 hours in any 1 day or 72 hours in any 1 week on perishable pack, but the premium pay hours provided for in section (a) and section (b) of this article III shall not be pyramided.

6. *Overtime Rate Applicable for All Time Worked if Employee Required To Work 24 Consecutive Hours*

Daily overtime will be paid at time and one-half for all hours worked in excess of eight (8) within a twenty-four (24) hour period beginning with the first hour worked.

Penalty pay of one and one-half the employee's regular rate shall be paid for all hours worked subsequent to a working period of sixteen consecutive hours until the employee has had a rest period of eight consecutive hours.

Penalty pay of one and one-half the employee's regular rate shall be paid for all time worked from the first hour if an employee works twenty-four (24) consecutive hours or more.

Time taken out for meals shall not be considered as breaking continuous and consecutive hours of work when making application of the clauses in this section pertaining to 16- and 24-hour periods of consecutive work.

7. *Daily Overtime Rate Not Paid When Regular Shift Change Causes Employee To Work 2 Shifts Within 24-Hour Period*

Time and one-half shall be paid for all time worked in excess of 40 hours per week and in excess of 8 hours in any 24-hour day, except when regular shift changes cause an employee to work two shifts in such 24-hour period.

Time and one-half shall not be paid twice in any week for the same hours worked.

8. *Overtime Paid for Work in Excess of 40 Hours Weekly*

Overtime shall be paid for work in excess of 40 hours in accordance with the provisions, requirements, and regulations of the existing Fair Labor Standards Act of 1938 and other existing labor legislation.

9. *Association Agreement: Overtime Rate After 40 Hours Per Week in Large Shops and After 48 Hours in Small Shops*

All work over forty (40) hours in large shops or forty-eight (48) hours in small shops is considered overtime and is paid at the rate of time and a half.

10. *Association Agreement: Overtime Rate Paid After 40 Hours by Employers Covered by Federal Wage and Hour Act and After 44 Hours by Employers Not Covered*

All employers who are not working under the rules and regulations of the Federal Wage and Hour Act, shall pay their employees one and one-half times the regular rate of pay for all time worked over 8 hours in any 1 day or over forty-four (44) hours in any 1 week.

All employers who are working under the rules and regulations of the Federal Wage and Hour Act, shall pay their employees one and one-half times the regular rate of pay for all time worked over 8 hours in any 1 day or over forty (40) hours in any 1 week.

11. Regular Workweek of 48 Hours but Overtime Paid After 40 Hours' Work

The regular workweek shall be forty-eight (48) hours and time and one-half shall be paid for all time worked in excess of forty (40) hours. The establishment of a regular workweek of forty-eight (48) hours shall not prevent the laying off of junior employees for lack of work at any time during the week and this forty-eight (48) hour workweek schedule shall not apply if the plant is necessarily closed because of fire, tornado, or other reasons beyond the control of management.

12. Regular Workweek of 37½ Hours but Overtime Paid After 40 Hours

Regular workweek shall consist of 37½ net working hours (including paid relief time) to be worked in five equal days of not more than eight gross hours. The hourly rate shall be determined by dividing the regular weekly rate by 37½.

In each full tour of duty of eight gross hours there shall be one-half hour of unpaid lunch relief and two paid short reliefs of 15 minutes each, making a total of 7½ paid hours in each regular tour.

All time worked per day in excess of the regular tour shall be considered net overtime. All time worked in excess of 37½ net hours per week (including paid relief time) shall be considered net overtime.

The first 2½ hours of net overtime shall be paid for at the regularly hourly rate. All net overtime in excess of 2½ hours shall be paid for at time and one-half the regular rate.

13. Specified Classification of Pieceworkers To Receive Overtime Allowance After 35 Hours Per Week. Impartial Chairman To Determine Whether All Pieceworkers Are To Receive Time and One-Half After 35 Hours Per Week, if Joint Board Unable To Agree

For the calendar year 1949, all overtime shall be paid to milliners, trimmers, copyists, and pasters on piecework at the rate of fifty (50) cents per hour additional between thirty-five (35) and forty (40) hours per week, and time and one-half for overtime above forty (40) hours per week; blockers and operators on piecework shall be paid time and one-half above forty (40) hours per week. Work on Saturday shall be computed at time and one-half. Where there is not a full week's work, piecework operators and blockers shall receive time and one-half above eight (8) hours of work during a working day.

It is agreed that on or about November 1, 1949, the administrative board shall meet to act upon the survey and study made with respect to the ability of the industry to pay its pieceworkers time and one-half after thirty-five (35) hours. In event the administrative board shall be unable to agree with respect to this matter, the controversy shall be promptly submitted to the impartial chairman for final decision, which decision shall be binding upon the parties hereto.

14. Overtime Rate Paid for Work After 8 Hours Daily or 40 Hours Weekly

Employees who are required to work over eight (8) hours in any 1 day or forty (40) hours in any 1 week will be paid one and one-half (1½) times the regular rate for all such overtime hours. It is understood that employees will not be paid daily and weekly overtime for the same hours.

15. Overtime Rate After 12 Hours Per Day or 56 Hours Per Week; Workers Not To Be Employed More Than 1,000 Hours During Any Period of 26 Consecutive Weeks

Anything in this agreement to the contrary notwithstanding, it is agreed that no man shall be employed or shall work more than one thousand (1,000) hours for any single employer during any period of twenty-six (26) consecutive

weeks commencing at 8 a. m. on Monday, December 6, 1948. When a man has worked nine hundred fifty (950) hours in any such period of twenty-six (26) consecutive weeks for any one employer, such employer shall notify the dispatcher and such man shall not be further dispatched in such period to such employer for additional work which will exceed said one thousand (1,000) hour limitation. When a man has worked the maximum number of hours permitted by this subsection for any employer, he shall be dismissed and when a man has worked twelve (12) hours in any workday or fifty-six (56) hours in any workweek for any such employer, he may be dismissed. On such dismissal, payment shall be made only for the hours actually worked up to the time of such dismissal and the man so dismissed shall not thereafter be dispatched to such employer during such workday, workweek or twenty-six (26) consecutive weeks' period, as the case may be. Time and one-half the regular rate as prescribed by Section 7 (b) of the Fair Labor Standards Act of 1938 shall be paid for the time worked for any such employer in excess of twelve (12) hours in any workday or in excess of fifty-six (56) hours in any workweek. Any time worked, whether as a longshoreman or as a carloader, dock worker, or other category of employee, for an employer party to this agreement shall be considered time worked for the purposes of this paragraph. Paid traveltime likewise shall be considered time worked for the purpose of this paragraph.

In applying this provision, it is agreed that the over-all work opportunity of longshoremen of a port shall not be reduced and present methods of equalization of work opportunity and earnings interfered with.

The union agrees to forthwith secure the certification required by Section 7 (b) (1) of the Fair Labor Standards Act of 1938.

The employers shall have the right at their discretion to terminate the provisions of the foregoing paragraphs upon 5 days' notice to the union. If, by legislation or court decision, the obligations and rights of the parties to this agreement with respect to overtime under the Fair Labor Standards Act should be altered then the provisions of the foregoing paragraphs shall be subject to renegotiation.

16. *Overtime Rate Paid After 8 Daily or 40 Weekly Hours in Some Departments; After 6 Daily or 36 Weekly Hours in Other Departments*

For 8-hour departments time and one-half will be paid for all hours worked over 8 in any 1 day or over 40 in any 1 week. For 6-hour departments time and one-half will be paid for all hours worked over 6 in 1 day or over 36 in 1 week.

17. *Daily and Weekly Overtime for All Employees Except Willful Absentees and Watchmen Who Are Paid Only Weekly Overtime*

Time and one-half shall be paid to all employees covered by this agreement for overtime in excess of 8 hours in 1 day or 40 hours in 1 week, except in the case of watchmen and willful absentees who shall only receive weekly overtime.

18. *Overtime Rate Paid for Work Before Regular Starting Time*

If an employee is called to work before his or her regular starting time, he or she will be paid time and one-half for such time and will be allowed to work through the regular hours of his or her shift.

19. *Overtime Pay Plus Bonus if Called To Work Before Specified Hours*

Members employed on day shifts when called to work at or before 5 a. m. \$2 extra shall be charged in addition to the overtime; and when called to work before 7 a. m. \$1 extra shall be charged in addition to the overtime.

20. Overtime Rate Paid for Work After Specified Hour

It is understood and agreed that no worker shall be required to work overtime. However, in the event it becomes absolutely necessary for overtime work to be done, such work shall be performed at the rate of one and one-half times the regular rate of pay for all employees. All work performed after 5 p. m. of any weekday shall be paid for at the overtime rate.

21. Employee Paid Overtime Rate for All Work Performed if Requested To Report Before or After His Regular Starting Time, Except in Special Cases

There shall be a specified starting time for the various employees and if any employee or employees are requested to report for work before or after their regular starting time, they shall be paid for that time at the rate of time and one-half except those cases now existing and except special cases where there is an agreement between the company and the union.

22. Time Worked Before and After Regular Starting and Quitting Time of Shift Considered Overtime

Each shift shall have a specified starting and finishing time. Any time worked prior to the starting of the shift and after the termination of the shift shall be considered overtime.

23. Time and Eight-tenths for Work Outside Regular Hours, in Lieu of All Previous Overtime Payment Practices

For time worked outside of regularly scheduled working hours, time and eight-tenths (1.8) shall be paid. The company and the union agree that this overtime rate of time and eight-tenths (1.8) is in full compensation for, and in lieu of, all previous overtime payment practices, including lunch periods and traveltime allowances.

24. Employee Credited with One-half Hour of Overtime if He Works Any Part of the Half-Hour

For the purpose of computing overtime under this article, an employee working any part of the first thirty (30) minutes of any overtime hour shall be considered as having worked one-half ($\frac{1}{2}$) hour and an employee working more than thirty (30) minutes of any overtime shall be considered as having worked one (1) hour.

25. Employee Credited with One-quarter Hour of Overtime if He Works Any Part of the Quarter-Hour

For the purpose of computing overtime, an employee required to work any part of the first 15 minutes of any overtime hour shall be considered as having worked one-quarter hour and by quarter hours thereafter.

26. No Overtime Premium for Less Than One-Quarter of an Hour

Overtime premium will not apply for any time less than one-quarter ($\frac{1}{4}$) of an hour.

27. Company Reserves Right To Withhold Premium Pay if Absenteeism of Individual Is Unreasonable; Company Action Subject to Grievance Procedure

Time and one-half shall be paid for all work over forty (40) hours in any one workweek; for hours worked over and beyond eight (8) per day; and for hours worked on Saturday provided that there shall be no duplication of daily and weekly overtime. This clause shall not apply to probationers and the

company reserves the right to withhold such premium pay in individual cases if in the opinion of the company absenteeism of such individual is unreasonable. However the opinion of the company and its action in such cases shall be subject to the grievance procedure.

28. *Overtime Pay Requirements Waived in Emergencies Resulting From Disasters*

Provisions for the payment of overtime wherever they may appear in this agreement shall not apply to any employee employed in such extraordinary emergencies as those resulting directly from fire, flood, storm, or other Acts of God. Provided, however, that payment shall be made in any case as required by the Federal Fair Labor Standards Act at regular rates.

OVERTIME PAYMENTS TO SPECIAL GROUPS OF EMPLOYEES

29. *Overtime Rates Not Applicable to Watchmen and Janitors Working Irregular Schedules, but Compensation To Be in Accordance With Fair Labor Standards Act*

Overtime rates set forth herein do not apply to watchmen and janitors whose regular work assignment does not conform to the regularly scheduled workweek, but compensation to such employees shall be in accordance with the Fair Labor Standards Act.

30. *Daily Overtime After 9 Hours for Watchmen, 8 Hours for Other Employees*

Overtime at the rate of time and one-half of the hourly rate shall be paid for all hours worked in excess of 8 hours per day by employees other than watchmen and 9 hours per day by watchmen, or 40 hours per week, whichever is greater.

31. *Special Schedule for Guards and Firemen; Overtime Rate for All Time Worked Outside Schedule*

In the case of guards and firemen, where continuous operation is necessary, a working schedule shall be arranged so that efficient protection of the property is assured. All time worked outside of this working schedule shall be considered overtime and paid for at the proper overtime rate.

32. *Truck Drivers To Receive Weekly Overtime but Not Daily Overtime*

All time worked in excess of an 8-hour day shall be paid for at one and one-half times the regular rate of pay. All time worked over forty (40) hours per week shall be paid for at one and one-half times the regular rate of pay. Except city or overland truck drivers—no daily limit, and forty (40) hours per week, with time and one-half for all over forty (40) hours per week.

33. *Multiplant Agreement: Truck Drivers Receive Weekly Overtime After 48 Hours Unless More Favorable Local Arrangements Exist*

Where truck drivers are included in the local plant bargaining unit, time and one-half shall be paid for all hours worked by such truck drivers in excess of 48 in any 1 week, provided that where a local arrangement with reference to either daily or weekly overtime now in existence is more favorable to the drivers it shall continue. It is understood that employees shall not be paid both daily and weekly overtime for the same hours.

34. *Licensed Deck Officers Receive Overtime Pay After 8 Hours a Day, Except in Case of Emergency, and After 48 Hours a Week*

Four hours shall constitute a watch and two watches shall constitute a day's work. All work done at sea by licensed deck officers in excess of 8 hours

a day, except that necessary in case of emergency for the safety of the passengers, crew, vessel, vessel's machinery, or cargo, shall be paid for as overtime. No work shall be performed on Saturday afternoons, Sundays, or holidays except that necessary for the navigation and safety of the vessel, provided that all licensed deck officers shall stand their respective watches as required by law.

The day's work for a licensed deck officer not required to stand watch shall be eight consecutive hours with 1 hour allowed for meals. All work in excess of 8 hours between midnight and midnight at sea shall be paid for at overtime rates except as otherwise provided in this agreement.

All licensed deck officers whose basic workweek is 56 hours at sea shall be paid overtime for hours of work in excess of 48 hours per week. It is understood that for the purpose of this paragraph all work performed on Sunday at sea shall be paid for at the overtime rate.

35. *Daily Overtime After 6½ Hours for Third-Shift Workers, After 8 Hours for Other Workers*

Work after 8 hours on the first and second shifts shall be paid at the rate of time and one-half. Work on the third shift, after 6½ hours, shall be paid at the rate of time and one-half.

36. *Weekly Overtime Pay for Manager or Substitute Manager*

When requested by the employer to work an additional one-half (½) day beyond the 5-day workweek, a manager or a substitute manager shall receive one-tenth ($\frac{1}{10}$) of his base pay and if requested to work one full day beyond the 5-day workweek, a manager or a substitute manager shall receive one-fifth ($\frac{1}{5}$) of his base pay.

37. *Payment of Overtime to Employees Exempt From Fair Labor Standards Act Not To Preclude Company From Taking Advantage of Exemption in Future*

The union recognizes that some departments of the company's plant are exempt from the Fair Labor Standards Act, however, the company agrees to pay overtime in excess of the hours as established herein, to all employees, during the life of this agreement. It is understood that nothing herein contained shall preclude the company from taking its exemption under the Fair Labor Standards Act in future years.

Computation of Hours Used as Basis for Overtime

Many agreements spell out in detail what does and does not constitute time worked for purposes of computing overtime, i. e., what hours are to be considered part of the workday or workweek which is to be used as the basis for overtime. In some instances, time lost because of illness, injury, death in the employee's immediate family, jury duty, holidays, production difficulties, and lack of work is considered as time worked for overtime purposes. Time spent by union representatives in adjusting grievances during working hours is usually counted as time worked.³ If the agreement allows pay for traveltime and time

³ The Department of Labor's Wage and 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.

spent preparing for work and cleaning up after work, such time is included in the basic hours upon which overtime is computed (see chapter 1, Hours of Work, pp. 22-29).

Generally, no credit is allowed for overtime purposes for time lost due to unauthorized absence or for personal reasons.

38. *Time Off for 9 Specified Reasons Counted as Time Worked in Computing Overtime*

Time off for the following reasons shall be counted as time worked for the purpose of computing overtime:

- (1) When an employee is absent because of sickness of the employee or sickness or death in the employee's immediate family.
- (2) Holidays.
- (3) Vacation time.
- (4) Jury duty or subpoena into court.
- (5) When no work is available.
- (6) During the first week of employment.
- (7) Union duty where authorized by the agreement.
- (8) Part time days.
- (9) Authorized absences.

39. *Time Lost Through Production Difficulties or Any Fault of Company Counted as Time Worked*

Time lost through production difficulties or any fault of the company shall be figured as time worked in computing overtime.

40. *Days Lost Because of Lack of Work, or Sickness or Injury Occurring in Plant Counted as Days Worked*

A day shall be computed as a day worked for the purpose of calculating overtime whenever an employee has reported for work and has been sent home because of lack of work; or has worked part of the day and been sent home for lack of work; or has been told not to come in because of lack of work; or has been sent home by the company for either sickness or injury occurring at the plant.

41. *Time Lost Because of Death in Family or Civic Duties Counted as Time Worked*

An employee who loses time during the workweek because of death in immediate family (father, mother, wife, husband, children, and mother-in-law or father-in-law if living with employee), civic duties (jury, State or National Guard) shall have such lost time construed as time worked in computing any overtime.

42. *Time Spent by Union Representatives on Union Duties During Working Hours Considered Time Worked*

In the event a steward, committeeman, executive board member, or an officer of the union is called from the job during the day because of union duties under this contract, the time so taken shall, for the purposes of computing overtime pay, be considered as time actually worked.

43. *Recess Counted as Time Worked Unless Recess Caused by Public Utility Failure*

Employer may declare work recesses of not less than one (1) hour and not more than two (2) hours. Except in those instances when such recesses are

caused by failure of public utilities, such as electric power, water supply, or sewage disposal serving the plant or transportation failure (providing company shall deal with responsible and reliable transportation firms), the duration of such recess shall be counted as time worked for the purpose of determining when overtime rates of pay become effective.

44. *Holiday Counted as Time Worked*

Holidays occurring during the workweek shall be computed as a day worked in arriving at Saturday overtime hours.

45. *Hours Worked on Holidays Counted in Computing Weekly Overtime, Even Though Holiday Paid for at Premium Rate*

Hours worked on holidays, even though paid for at double time, will be counted as hours of work in computing hours in excess of forty (40) per week, provided the holiday occurs during the first forty (40) hours of work during the workweek.

46. *Time Lost Because of Vacation, Sick Leave, and Holidays Counted as Time Worked*

Days allowed for vacations, sick leaves, and holidays, but not worked, will be considered as eight (8) regular hours worked for the purpose of computing the amount of hours that will be paid at time and one-half over forty (40) hours. Employees working on holidays will be credited with actual hours worked in addition to the eight (8) hours paid because it was a holiday. The above applies to weekly and monthly workers who are paid time and one-half in excess of forty (40) hours per week and eight (8) hours in any 1 day.

47. *Time Lost Because of Lay-Offs or Shut-Downs Counted as Time Worked. Absence for Personal Reasons Not Counted*

Time lost due to lay-offs or shut-downs shall be considered as time worked for the purpose of computing the 40 hours after which overtime shall be paid, but absence from the job due to personal reasons shall not be considered as time worked.

48. *Vacation Hours Not Considered Time Worked in Computing Premium Pay*

Vacation hours are not to be considered hours worked in computing premium pay unless requested to return to work by the company.

Regular Rate Upon Which Overtime Pay Is Computed

The Fair Labor Standards Act requires that an employee be compensated for overtime at a rate not less than one and a half times the "regular rate" at which he is employed. The determination of the regular rate is often complicated and is greatly affected by the provisions of the Fair Labor Standards Act and the regulations and rulings of the Administrator of the Wage and Hour Division, in industries which are subject to the act. Many agreements do not define the regular rate, but specify that it is to be computed in accordance with the regulations pertaining to the Fair Labor Standards Act. In general, the employee's regular rate, for purposes of computing overtime under the Fair Labor Standards Act, is determined by dividing his weekly earnings (excluding any true overtime premium) by the total number of hours he worked during the week. Individual merit

and seniority increases, where such exist, become a part of the "regular" rate or average hourly earnings upon which overtime is based. Shift differentials are also included.

Under many agreements, if an employee works in two or more job classifications during the week, each paying a different rate, his earnings are usually averaged to determine the "regular" hourly rate upon which overtime pay is based. Some agreements, however, allow use of the rate of the employee's regular classification as the basis if it is greater than his average hourly earnings for the week.

The regular rate used as a basis for weekly overtime payments to a pieceworker is usually stipulated in agreements to be his average hourly earnings for the week, rather than his base, guaranteed, or piece rate.

If employees are paid a weekly or monthly salary, the agreement may specify a method of converting the salary to an hourly basis, for purposes of overtime computation.

Many agreements which allow a premium rate for work on Saturdays, Sundays, and holidays do not specify whether the premium rate is to be used as the basis for computing payment for work exceeding 8 hours on such days. Some of these agreements, however, require that one and a half times the premium rate be paid for overtime hours on such days.

49. Overtime Base Is Average Hourly Rate as Determined by Federal Wage and Hour Law

Overtime premium shall be paid on average hourly rate for the week as determined by the Federal Wage and Hour Law.

50. "Straight Time Rate" Used as Base for Overtime Pay; Term Defined

The overtime rate of pay shall be one and one-half times the regular straight-time rate of pay, which means the employee's rate of pay while working non-premium or nonovertime hours or days.

51. "Regular Rate" Used as Overtime Base for Hourly and Incentive Workers; Term Defined

For all overtime worked by an employee he shall be paid at the rate of $1\frac{1}{2}$ times his regular rate of pay, provided, however, that in computing compensation for overtime, an employee shall not be paid more than $1\frac{1}{2}$ times his regular rate of pay for any time worked by him, although such time may be overtime under more than one provision of this agreement.

The following provisions shall apply in the computation of overtime compensation under this agreement:

The term "regular rate of pay" shall mean (1) in the case of an employee who shall be paid at a fixed rate of pay per hour, such rate of pay; or (2) in the case of an employee who shall be paid on an incentive basis, the amount of his average rate of earnings per hour on the position on which he shall work the particular overtime for the week (or for the other period for which such earnings are regularly computed) during which such overtime shall be worked; provided, however, that if he works on a position for which it is the regular

practice to compute such average rate of earnings for the position as such, such average rate shall continue to be computed on that basis for the purposes of this paragraph; and provided, further, that overtime compensation and shift premiums shall not be included in computing such average rate of earnings per hour, but any shift premium to which such employee shall be entitled under article — of this agreement for the overtime hours worked shall be added to such average rate of earnings per hour in computing such regular rate of pay.

52. Base Is Average Hourly Earnings for Week in Which Overtime Occurred

Time and one-half and double time for the purpose of this agreement shall be based on the average hourly earnings for the week in which the overtime occurred.

53. Base for Incentive Workers Is Average Hourly Earnings for the Day

For employees on an incentive, tonnage or piecework basis the regular hourly rate will be the average hourly earnings for the day, and shall be arrived at by dividing the total amount earned (exclusive of overtime premiums and allowed time) by the total actual hours worked during such day.

54. Computation of Overtime Pay of Pieceworkers Illustrated

Overtime work for piece and week workers shall be paid for at the rate of time and one-half. In the case of pieceworkers, the overtime compensation of a worker shall be computed in accordance with the following illustration:

If a pieceworker, during a given week, works 30 hours and his earnings, based on the piecework rates, amount to \$15 for that work, then his hourly rate is 50 cents an hour. Such workers shall receive, in addition to the amount based on the piecework earnings, half of his hourly rate, or the sum of 25 cents per hour for each hour of overtime worked. Thus, if the 30 hours above set forth included 4 hours of overtime, the worker would receive the sum of \$1 in addition to the \$15, or a total of \$16.

55. Overtime Pay of Pieceworkers Based on Minimum Rate or Piece Rate for Work Done During Overtime Hours, Whichever Is Greater

In computing overtime for piece rate workers, time and one-half shall be based on the minimum wage rate, or rate and one-half of piecework rate for the work done during the overtime, whichever is greater.

56. Overtime Base Is Average Hourly Rate, Including Both Incentive and Non-incentive Time

Overtime shall be paid for at the average hourly rate for the current work week, or the workweek being paid for. This average hourly rate shall include incentive time and nonincentive time.

57. Shift Differential Included in Calculation of Overtime

Shift differential shall be included in the calculation of overtime compensation. Shift differential shall not be added to the base hourly rate for the purpose of calculating incentive earnings but shall be computed by multiplying the hours worked by the applicable differential and the amount so determined added to earnings.

58. Shift Differential Included in Calculation of Weekly Overtime, Excluded in Calculation of Daily Overtime

An hourly paid employee working during two or more shifts in a day shall be paid the applicable shift differential, if any, for the hours worked by such employee in each shift.

Where an employee works more than 8 hours in a day, and under the terms of this agreement receives overtime compensation at the rate of time and one-half for all hours worked by him in excess of 8 hours per day, such overtime compensation shall be calculated on the employee's basic rate of pay, excluding any shift differential which may be applicable to the hours worked in excess of 8 hours per day. In such cases the shift differential for the hours worked in excess of 8 hours per day shall be deemed premium pay to which the overtime provisions of this agreement are inapplicable.

If an employee works in excess of 40 hours in any 1 workweek, and if the hours worked in excess of 40 or part of them are hours to which a shift differential is applicable the shift differential shall be included in the basic rate of pay in computing overtime compensation at the rate of time and one-half for all hours worked by the employee in excess of 40 hours in the week.

59. Shift Premiums, Bonus Earnings, and Other Forms of Incentive Pay Included in Base for Computation of Overtime

It is recognized that shift premiums, bonus earnings, or any other form of incentive, with the exception of overtime premiums in addition to the prevailing basic rates of pay, shall constitute the basis for computation of overtime earnings whether it is time and one-half or double time.

60. Skill and Penalty Differentials Added to Straight-Time Rates in Determining Base for Overtime Pay

Overtime rates shall be computed on the basis of one and one-half times the regular straight-time hourly rate of pay. Basic skill differentials and basic penalty differentials shall be added to the regular straight-time rates of pay when computing overtime. Skill differentials shall be added to penalty differentials and vice versa for the purpose of computing overtime.

61. Premium Pay for Work on Saturday and Sunday, as Such, Not Included in Base Rate

In addition to any other applicable rates, straight-time rates shall be paid for work performed on Saturday and Sunday as follows:

From 7:45 a. m. Saturday to 7:45 a. m. Sunday, \$0.10 per hour

From 7:45 a. m. Sunday to 7:45 a. m. Monday, \$0.15 per hour

These rates shall not be used for the purpose of computing overtime pay.

62. Payments for Time Not Worked Not Included in Determining Regular Rate To Be Used as Base for Overtime Pay

It is mutually understood and agreed that time not worked even though paid for shall not be included as time worked for the purpose of computing overtime; that the overtime provisions of this agreement cover all overtime payments to which an employee is entitled, whether by agreement or statute or both; that any such overtime or premium payments for time not worked shall not be included for the purpose of computing an employee's regular rate of pay and that there shall not be any pyramiding of statutory overtime on contractual overtime.

63. Base of Overtime Pay of Employee in Dual Rate Classification Is Rate of Job on Which Overtime Is Worked, or Average Hourly Earnings for Week, Whichever Is Greater

An employee in a dual rate classification who works overtime shall have his overtime compensation based on the rate of the job on which the overtime is worked. In the event the overtime compensation on such basis is less for the workweek than if calculated on the employee's average hourly rate for the work-

week (computed by dividing his weekly earnings at both rates by the total number of hours worked in the workweek) an adjustment to the latter basis shall be made.

64. *Overtime Pay of Employee Transferred to Another Job for Overtime Work Based on Rate of His Regular Job or Rate of Overtime Job, Whichever Is Greater*

If for any reason the regular employees available are not sufficient to do the overtime work deemed necessary, the company may then arrange by individual negotiation to transfer workers from other jobs, or operations for such overtime work. In such case the transferred worker shall be paid according to the rate of the overtime job, or according to his established earnings, whichever is higher.

65. *Overtime Base of Weekly and Monthly Workers*

The base for computing overtime for weekly and monthly workers will be arrived at by dividing their weekly salary by forty (40) which will give the rate per hour and they are to receive time and one-half at hourly rate for all hours worked in excess of forty (40) hours per week or eight (8) hours in any 1 day.

The basis for computing overtime pay for monthly workers will be arrived at by dividing their monthly salary by four and one-third ($4\frac{1}{3}$) to obtain their weekly rate and by dividing their weekly rate by forty (40) will give them their hourly rate.

66. *Overtime Base of Monthly Workers Determined by Dividing Monthly Rate by Number of Regular Work Hours in Month Under Consideration*

For the purpose of computing overtime, the hourly rate of monthly paid employees shall be the monthly rate divided by the number of regular work hours in the month under consideration.

67. *Overtime Base of Monthly Workers Determined by Dividing Annual Salary by 2,080 Hours*

For the purpose of figuring overtime or docking of monthly employees, the hourly rate based on twelve times the monthly rate shown divided by 2,080 hours will be used.

68. *First 8 Hours on Saturdays, Sundays, and Holidays Compensated for at Overtime Rate; Hours Exceeding 8 Compensated for at One and One-Half Times Overtime Rate*

The overtime rate shall be one and one-half ($1\frac{1}{2}$) times the straight-time rate, it being understood, however, that work performed by an employee on a Saturday, Sunday, or holiday, in excess of eight (8) hours shall be compensated for at the rate of one and one-half ($1\frac{1}{2}$) times the overtime rate. The first eight (8) hours of work performed by employees on a Saturday, Sunday, or holiday, shall be compensated for at one and one-half ($1\frac{1}{2}$) times the straight-time rate. In exception to the foregoing, twelve (12) watchmen and three (3) operating employees will be required to work Saturdays at the straight-time rate.

Pyramiding of Overtime

Most agreements specifically prohibit the pyramiding of overtime and other premium rates, i. e., the payment of more than one type of overtime premium for the same hours of work. A few agreements allow pyramiding up to a maximum of double time. Others require the more liberal rate to be paid when more than one type of overtime premium is applicable to the same hours.

Overtime premiums need not be included in computing the employee's "regular rate" for use as an overtime basis under the Fair Labor Standards Act, and may be offset against any weekly overtime payments required by the act. What constitutes an "overtime premium" is a crucial point. In its decision in the Bay Ridge Operating Co. and Huron Stevedoring Corp. cases, June 1948, the United States Supreme Court defined an overtime premium as: "Any additional sum received by an employee for work because of previous work for a specified number of hours in the workweek or workday whether the hours are specified by contract or statute." The court added that: "A mere higher rate paid as a job differential or as a shift differential, or for Sunday or holiday work, is not an overtime premium." Thus, some types of premium pay which many company and union negotiators had previously considered to be overtime premiums were held not to be true overtime premiums but merely premiums for working undesirable hours which could not be offset against statutory overtime. H. R. 858, a bill to ban overtime on overtime was passed by the Congress and approved by the President on July 20, 1949. (See p. 36.)

69. Pyramiding of Overtime Prohibited

Overtime shall not be pyramided, that is, if computed for a day, the same overtime shall not again be computed for the workweek.

70. Agreement Amended To Avoid Pyramiding of Overtime

The agreement provided (articles 3 and 4) for the payment of the following overtime or additional compensation:

- (a) Time and one-half for work in excess of eight (8) hours in any working shift except during the exemption period.
- (b) Time and one-half for work performed on Labor Day and Sunday.
- (c) Time and one-half for work performed on a paid holiday.
- (d) Time and one-half for hours in excess of forty (40) in any workweek except during the exemption period.
- (e) Time and one-half for work performed on Saturday except during the exemption period.

The requirement under the agreement at time and one-half be paid for hours in excess of forty (40) in any workweek is the same as the requirement of the Fair Labor Standards Act at time and one-half be paid for hours in excess of forty (40) in any workweek.

At the time the agreement was executed the parties did not intend and do not now intend that there should be any pyramiding or doubling of such compensation payable either under the Agreement or under the aforesaid requirement of the Fair Labor Standards Act. Consequently the practices that have been followed since the execution of the agreement have been in accordance with that intent and have avoided any pyramiding or doubling of such compensation. In order more clearly to express their intent the parties do hereby modify and amend the agreement by including at the end thereof the following Article 9:

ARTICLE 9—INTERPRETATION

"It is expressly understood and agreed that the overtime or additional compensation provided for in Articles 3 and 4 of this agreement shall not be taken into consideration in computing the 'regular rate of pay' under the Fair Labor

Standards Act. The company hereby agrees to pay such overtime compensation as may be required under the Fair Labor Standards Act. It is further understood and agreed that the overtime or additional compensation provided for in Articles 3 and 4 of this agreement shall be due and payable only if the total of such overtime or additional compensation under this agreement exceeds the total statutory overtime pay due under the Fair Labor Standards Act, and then only to the extent of such excess. Under no circumstances shall more than one type of overtime or additional compensation be payable for the same hours of work. It is agreed that no employee under this Article will receive for overtime or additional hours worked any less compensation than he would have received for such hours worked under Articles 3 and 4 of this agreement prior to this amendment."

71. *All Premium or Penalty Pay Except Night-Shift Differential Considered Overtime; Statutory Overtime Not To Be Pyramided Upon Such Overtime*

All premium or penalty pay of any nature except night shift differential, shall be construed as overtime, and in no event shall statutory overtime be paid upon such overtime. The parties agree that the straight-time rate provided in section 2 hereof is the regular rate of pay in all instances except where night rate differentials would apply.

72. *Premium Pay for Work on Saturdays, Sundays, Holidays, and Before and After Regular Hours Considered Pay for Daily and Weekly Overtime, Not Pay for Particular Hours*

Any extra pay required under this contract for Saturdays, Sundays, Holidays, or work before or after a regular shift, if occurring in a workday or more than eight (8) hours or in a workweek in excess of forty (40) hours is agreed to be not a different rate of pay based on particular hours but instead a payment in satisfaction of the daily and weekly overtime required by Federal laws, rules, and regulations.

73. *Weekly and Daily Overtime Not To Be Pyramided Upon Each Other; Other Overtime Pyramided Up to Maximum of Double Time*

Weekly overtime and daily overtime will not be pyramided upon each other but whichever is greater will be paid. Other overtime will be pyramided up to a maximum of double time if two or more bases for overtime coincide.

74. *Where More Than One Overtime Rate Applicable to Same Hours, Only the More Liberal Rate Paid*

In cases where more than one provision for overtime or extra pay applies to the same hours of an employee, only the more liberal one will be used in the pay calculation.

75. *Specified Types of Penalty Overtime Pyramided on Weekly Overtime*

HOURLY DAY EMPLOYEES.—All time worked in excess of 8 hours in any 1 day at overtime rates will be deducted from the computation of overtime due on account of working in excess of 40 hours in any week. All overtime paid on account of:

- (a) Work performed on designated holidays,
- (b) Work performed on regular scheduled day off,
- (c) Work performed on change of schedule,
- (d) Work performed during regular lunch period,
- (e) Work performed on Sunday,
- (f) Work performed by an employee who is required to return to work within 9 hours after the end of his regular schedule,

- (g) Work performed by an employee on an emergency call-out only when the time worked on such call-out exceeds 2 hours and 40 minutes, will be considered as penalty overtime and will not be deducted in computing overtime due on account of work in excess of 40 hours in any 1 week.

SHIFT EMPLOYEES.—All time worked in excess of 8 hours in any 1 day at overtime rates will be deducted from the computation of overtime due on account of work in excess of 40 hours in any 1 week. All overtime paid on account of:

- (a) Work performed on a regular scheduled day off,
- (b) Work performed on a designated holiday,
- (c) Work performed on change of schedule,
- (d) Work performed by an employee on an emergency call-out only when time worked on such call-out exceeds 2 hours and 40 minutes, will be considered as penalty overtime and will not be deducted in computing overtime due on account of work in excess of 40 hours in any 1 week.

Graduated Rates for Excessive Overtime Work

As a deterrent to excessive overtime work and to compensate the employee for the strain of working very long hours, some agreements provide a progressive scale of overtime rates, based on the number of hours of overtime. These agreements usually provide for a rate of time and a half for the first 3 or 4 hours' overtime and double time thereafter. In a few instances, the rate is graduated up to triple or quadruple time.

76. Double Time for Work in Excess of 11 Hours a Day

Time and one-half will be paid to all employees for all hours worked in excess of eight (8) hours in any 1 day. Double time will be paid to all employees for all hours worked in excess of eleven (11) hours in any 1 day. A day shall consist of twenty-four (24) consecutive hours from the time any employee begins the shift in which the work is performed.

77. Double Time for Work in Excess of 16 Continuous Hours, Until Interrupted by a Rest Period of at Least 8 Hours

Overtime work performed by any employee on an hourly wage basis shall be paid for at one and one-half times the straight-time rate, except that all overtime worked after a period of sixteen (16) hours of continuous work shall be paid for at double time rates until interrupted by a rest period of not less than eight (8) hours.

78. Double Time After First 4 Hours Worked Outside Regular Hours

All time worked before or after the regular hours designated by the foreman shall be paid for at overtime rates, price and one-half for the first 4 hours and double price thereafter. All overtime shall be computed on regular weekly wages received; overtime shall include all time men are required to be on the job in excess of their regular hours.

79. Double Time for Overtime in Excess of 4 Hours Daily or 15 Hours Weekly

Overtime rates of one and one-half ($1\frac{1}{2}$) times the regular straight-time rates shall be paid for the first four (4) hours overtime in any 1 day. Double time shall be paid for all hours in excess of four (4) hours overtime in any 1 day, or fifteen (15) hours overtime in any one working week.

80. *Overtime Rate for Maintenance Employees Increased to Double Time After 16 Daily Hours or 48 Weekly Hours*

Overtime for maintenance employees will be paid as follows: All hours worked in excess of forty (40) up to and including forty-eight (48) during the first 5 days of the workweek, time and one-half. All hours worked over forty-eight (48) will be paid for at double time. All hours worked in excess of sixteen (16) hours in any one scheduled working day to be paid for at double time.

81. *Overtime Rate Graduated at ¼-Hour Intervals*

Overtime shall apply to all work done before as well as after eight (8) hours specified by the individual office for the regular starting and regular stopping time for work and shall be paid for at the rate of price and one-half for the first four (4) hours, double time next four (4) hours, triple time next four (4) hours; any additional time thereafter double, double time.

82. *Time and One-Quarter After 37½ Hours Per Week; Time and One-Half After 40 Hours*

It is mutually agreed that the workweek shall be 37½ hours * * *.

Overtime up to the legal maximum of forty (40) hours under the Fair Labor Standards Act shall be compensated at time and one-quarter, excluding holidays.

Overtime above the legal maximum of 40 hours provided under the Fair Labor Standards Act shall be compensated for at time and one-half, excluding holidays.

Seasonal Exemptions

The Fair Labor Standards Act allows exemption from the requirement that time and a half be paid after 40 hours per week for certain seasonal employment. The act expressly grants exemption to employees in any place of employment where the employer is "engaged in the first processing of, or in canning or packing perishable or seasonal fresh fruits or vegetables, or in the first processing, within the area of production (as defined by the administrator), of any agricultural or horticultural commodity during seasonal operations, or in handling, slaughtering, or dressing poultry or livestock." The period or periods of exemption for such employees may not exceed 14 workweeks in the aggregate in any calendar year. During the exemption period, the overtime rate is waived entirely.

A somewhat similar exemption is allowed under the Fair Labor Standards Act for employees engaged in an industry which the Administrator of the Wage and Hour Division has found to be of a seasonal nature. Here, too, the period or periods of exemption may not exceed 14 workweeks in the aggregate in any calendar year. However, during the exemption period the overtime rate of time and a half must be paid for hours worked in excess of 12 a day or 56 in a week.

These exemption provisions of the Fair Labor Standards Act are incorporated in a number of agreements. Under others, however, the employer waives his right to take advantage of these exemptions. A few agreements make the overtime exemption applicable only to temporary employees hired for the busy period.

83. *Overtime Rate After 12 Hours Per Day or 56 Hours Per Week During 14-Week Period in Any Calendar Year*

Unless otherwise provided by law, each employee's regular workweek for a period of fourteen (14) weeks in any one calendar year shall be fifty-six (56) hours per week at straight-time rates. For work in excess of 12 hours per day or fifty-six (56) hours per week during such period, the employees will be paid at the rate of time and one-half the regular rate. For any work performed during any week in the year in excess of fourteen (14) weeks, overtime at one and one-half times the regular wage rate will be paid for any work performed by any employee in excess of forty (40) hours during any 1 week.

84. *Temporary Employees May Work Unlimited Hours During November and December Without Overtime Payment*

Time and one-half shall be paid for all work performed in excess of 40 hours in any 1 week. The company, however, shall have the privilege of employing temporary help for the handling of turkeys during the months of November and December only, such employees being allowed to work unlimited hours without payment of overtime.

85. *Overtime Rate After 8 Hours Per Day During Both Seasonal and Nonseasonal Periods. Workweek of 40 Hours During Nonseasonal Periods and 48 Hours During Seasonal Periods*

The method of computation of overtime shall be in accordance with the regulations and interpretative bulletins of the Wage and Hour Division.

A standard day for woodsmen (hourly employees) during both seasonal and nonseasonal periods shall mean eight (8) hours of work per day, and any hours worked in excess thereof shall be paid at the rate of time and one-half.

During nonseasonal periods, any daily overtime may be credited against any hours worked over forty (40) hours per week; and during seasonal periods, any daily overtime may be credited against any hours worked over forty-eight (48) hours per week. The foreman shall have authority to determine reasonable hours of overtime required in any day. For such woodsmen, the employer shall decide which eight (8) hours of the day they shall work, but there shall be no split shifts without agreement of the men involved in the work.

During the seasonal exemption periods the hours of pieceworkers shall not exceed forty-eight (48) hours of work per week, and during nonseasonal periods forty (40) hours per week.

86. *Company Agrees Not To Exercise Right to Seasonal Exemption Period for Duration of Agreement*

Time and one-half (1½) the basic rate shall be paid for all time worked in excess of forty (40) hours in any 1 week, except during the fourteen (14) "tolerance" weeks permitted in this industry by the Fair Labor Standards Act, provided, however, that, for the duration of this agreement, the company will not exercise its right to the "tolerance" period.

87. *Seasonal Exemption Allowed by Fair Labor Standards Act Specifically Abolished*

The week shall run from Monday to Saturday inclusive. Eight hours shall constitute the basic workday. Forty hours shall constitute the basic workweek. Time and one-half shall be paid for all time worked in excess of eight (8) hours in any 1 day or forty (40) hours in any 1 week whichever is the greater. There shall be no duplication of overtime pay for daily and weekly overtime. The fourteen (14) tolerance weeks allowed by the Fair Labor Standards Act are hereby abolished.

88. *Either Employer or Union May Apply for or Appeal From Any Rulings, Regulations, or Interpretations Regarding Seasonal Exemptions*

During the period known as the grinding season recognition will be given to the company's right to any exemption as to hours and overtime granted, or which may be granted, under the Fair Labor Standards Act now in force, or any amendment thereof, or by any other applicable statute, regulation, or interpretation.

It is agreed that regardless of any exemptions now or hereafter granted by law, executive order, or regulations, this agreement is without prejudice to the right of the employer or the union to apply for or appeal from any rulings, regulations, or interpretations covering exemptions during the grinding season, under the provisions of the Fair Labor Standards Act or other applicable statute.

Time Off in Lieu of Overtime Payment

Some agreements covering employees not subject to the Fair Labor Standards Act make no provision for overtime pay but require that the employee be allowed compensatory time off for overtime worked; some of these agreements require one and a half hours off for each hour of overtime. Others prohibit time off in lieu of overtime pay, or allow the employee the option of overtime pay or compensatory time off.

89. *Prohibition of Time Off in Lieu of Overtime Pay*

An employee working on his day off or working overtime shall receive time and a half. No employee is to accept time off for overtime worked.

90. *Employee May Elect To Take Compensatory Time Off Within 30 Days*

In the event that an employee works overtime, he may take such overtime off, if he so desires, within thirty (30) days. However, it is further understood and agreed that the company will not require an employee to take such time off if he does not wish to do so provided sufficient work is available to keep all employees in his department employed.

91. *Equivalent Time Off at Management's Discretion for Hours Worked Between 45 and 48 Per Week*

A man employee working more than forty-five (45) hours per week and not exceeding forty-eight (48) hours per week shall have equivalent time off at the discretion of management for any number of hours worked between forty-five (45) and forty-eight (48).

92. *Compensatory Time and One-Half for Overtime Worked by Monthly or Weekly Employees if Mutually Agreeable to Employee and Company*

Monthly or weekly employees working in excess of 208 hours per month shall be compensated by time off, hour and one-half for hour, if mutually agreeable between employee affected and the company.

93. *Foremen and Salaried Production Personnel Allowed Time Off for Time Worked in Excess of 48 Hours a Week*

It is agreed that foremen and/or production salaried personnel or supervision that fall under the forty (40) hour workweek, may be required to work up to forty-eight (48) hours in 1 week without overtime pay in the interest of production facilities. In the event of these production salaried employees being

required to work more than forty-eight (48) hours in 1 week, such overtime shall accumulate and be adjusted by means of an extra day off during the month or that part of a day as accumulated time warrants. Laboratory workers on salary are to be considered as on a forty-four (44) hour week basis, and such overtime over forty-eight (48) hours as may accumulate will be treated in the same manner as foremen and other production workers on salary.

94. Compensatory Time Off of Employees Exempt From Fair Labor Standards Act May Be Accumulated as Additional Vacation Time; Employees Not Exempt From Act May Elect To Take Time and One-Half Off in Lieu of Overtime Pay

Those employees who are covered by the contract but are exempt from overtime provisions of the Fair Labor Standards Act shall be compensated for overtime worked by equal time off or equal time in pay. When overtime is compensated for by time off, no employee shall be required to take that time off in units of less than eight (8) hours. Such compensation shall be made within two (2) weeks, except that by mutual agreement between the [employer] and the employees, the employee may accumulate 1 week's vacation to be added to his annual vacation. Those employees who are covered by the contract but are not exempt from the overtime provision of the Fair Labor Standards Act shall be compensated in cash at the rate of time and one-half the regular hourly rate for overtime beyond forty (40) hours in any 1 week. When they elect to take time off they shall be compensated in time and one-half off.

95. Compensatory Time Off for Hours in Excess of 30 in a Week in Which Holiday Occurs; Employee's Consent Required

Any employee, other than a part-time employee or a temporary employee hired on a daily basis, whose weekly rate of pay shall be less than \$120, shall be paid at the overtime rate of one and one-half times the rate of his regular weekly rate of pay for all time worked by him on a holiday or in excess of 30 hours in a regular workweek in which a holiday occurs; provided, however, that the [employer] may, with the consent of said employee and in lieu of paying overtime compensation for any such time in accordance with the foregoing provisions of this section —, compensate the employee for such time by granting him time off equivalent to such overtime compensation.

Lay-Off to Offset Overtime Payments

Occasionally, employers require employees to lay off during their regular working hours to offset overtime previously worked and paid for. Many agreements, however, prohibit this practice entirely, and others require the employee to take time off only if he has worked overtime to such an extent that his efficiency during his regular working hours might be impaired. Where State laws limit the maximum weekly hours, particularly for women and minors, employees who have worked overtime may be required to take time off during their regular working hours to avoid exceeding the maximum.

96. No Lay-Off To Equalize Overtime Worked During Same Week or Pay Period

No employee shall be laid off during his regular working schedule to equalize any overtime the employee has worked during the same working week or pay period.

97. Employees Not Required To Take Time Off or Change Days Off To Avoid Overtime Payment

Employees shall not be required to take time off or change their days off in order that payment of overtime may be avoided.

98. Workday Not To Be Reduced To Offset Overtime Earned on Any Previous Day

The workday shall not be reduced to compensate or adjust for any overtime earned on any earlier or previous day.

99. Employee Required To Report Before His Regular Shift Not To Be Sent Home Early To Avoid Overtime Payment

When an employee is required to report for work prior to his regularly scheduled shift, he shall not be sent home early to avoid the payment of overtime.

100. Employee Not Required To Take Time Off To Avoid Weekly Overtime Payment if Work Is Available

Any employee who has exceeded his regular daily schedule of hours will be permitted to finish out his regular schedule in any such week and will not be required to take time off purely for the purpose of avoiding overtime on a weekly basis when the company has necessary work available for him to do.

101. Employee Not Required To Take Time Off Because of Overtime Worked Except To Comply With State Law

It is understood that when an employee works overtime on any day, his or her hours of employment for the week in which such time occurs shall not be reduced because of the overtime, if work is available, except to effectuate the Massachusetts law covering 1 day off in 7.

102. Employee Not Required To Take Time Off for Overtime Worked Unless Question of Fatigue Involved

An employee shall not be required to take time off during his scheduled working hours for overtime worked or to be worked unless, in emergencies, he is required to work overtime to such an extent as to be unable to obtain sufficient rest before the start of his next regular working period. In such instances, the employee involved will take such time off duty without pay as may be mutually agreed upon between him and his supervisor before returning to his regular schedule. If, after discussion of the requirements of the job and the physical condition of the employee, the parties are unable to agree, the decision of the supervisor shall control at the time but shall be subject to the grievance procedure.

Allocation of Overtime Work

In order to avoid discrimination against individual employees or union members, many agreements require that overtime work be distributed as equally as possible. Equalization of overtime may be on a plant-wide basis or on a departmental or occupational basis, and may be among all employees or only among employees who request overtime.

Some agreements designate the length of the period over which overtime work is to be equalized. Others specify that at any particular time the difference in the amounts of overtime worked by the employees is not to exceed a designated maximum.

Employees may be allowed to claim overtime work in order of seniority. In some instances, stewards, committeemen, or other union representatives are given preference for such work.

The employer may be allowed to withhold overtime work from employees who are habitually absent or tardy. Overtime lost by reason of the employee's absence from work or by his refusal to work overtime when it is offered him may be considered overtime worked for purposes of equalizing the overtime.

As an aid to enforcement of equal distribution of overtime, some agreements require that the employer's overtime records be open to inspection by the union or that they be posted on the bulletin board. Unequal distribution of overtime may also be subject to protest through the grievance procedure. Some agreements require the employer to pay employees for overtime not worked because of improper allocation.

103. Overtime Allocated in Accordance With Specified Rules

In the event that it becomes necessary for overtime work to be performed, it is agreed that the men who are asked to do the overtime work shall be selected on the following basis:

1. Notification of overtime to be performed shall be given not later than the shift immediately preceding.
2. Selection will be made on a rotation basis based on seniority in the classification or classifications involved.
3. Should any man or men refuse to perform the overtime for any reason after the proper notification then he or they will lose their turn on the rotation list.
4. In cases of emergency where previous notice is impossible, then any man or men refusing to perform overtime will not lose his turn on the rotation list.
5. In the event that the overtime work to be performed will require 2 hours or less then the man or men already assigned to the job and working on same will be asked to complete it without resorting to the rotation list.
6. In special cases where only a portion of those men in a given classification or classifications are qualified for reasons other than classification, then the overtime work to be performed shall be rotated only among those men so qualified.
7. Each foreman will maintain an accurate rotation list based on seniority.

104. Company and Union To Agree on Method of Equalizing Overtime Within Each Department

Overtime work shall be equitably distributed by the company among qualified employees insofar as it is practicable to do so. The method of distribution, based on either the number of hours worked or the number of overtime assignments or a combination of the two, will be worked out in each department between the union and the company. Records of such overtime work shall be kept by the company and shall be available for inspection by the union at reasonable times.

105. Difference in Amount of Overtime Worked by Employees in Department Not To Exceed Specified Maximum

Departmental overtime is to be spread out as equally as possible throughout each department. A differential of not exceeding twenty-four (24) hours overtime between the employee having the lowest number of overtime hours and the employee having the highest number of overtime hours in a department shall be adhered to, except in the Skilled Division where a differential of forty-eight (48) hours shall be adhered to.

The company is to compile a report of such overtime hours weekly and shall furnish a copy to the union.

No employee shall be charged for overtime if he is asked to work and refuses to do so provided he has an excess of the allowable differential. Any employee who is in the differential and refuses to work after being asked to do so shall be charged with the overtime hours which he refuses to work.

The differential hours shall be computed as follows: All hours worked plus premium hours.

106. *Overtime in Departmental Occupational Group Equalized Over 3-Month Period*

The company agrees to effectuate an impartial distribution of working time within the same departmental occupational group and to endeavor to reasonably equalize working time among the members of such groups over each quarterly period of 3 months.

107. *Overtime Work Evenly Distributed Among Employees Normally Engaged on the Work Involved*

Insofar as practicable, overtime work shall be evenly distributed among employees normally engaged on the work involved. It is agreed that an employee scheduled for overtime shall work, except when he has adequate reason for not doing so and other qualified employees of appropriate work assignments are available.

108. *Employees Assigned to Specific Job Automatically Works All Overtime on That Job*

In the event of working overtime, the employee performing a regular job will automatically work all overtime on that specific job.

109. *Overtime Offered First to Employees Performing the Work, Regardless of Seniority; Second and Third Offer to Other Employees Within the Department, and to Employees Outside the Department, on Basis of Seniority*

In the allotment of overtime hours preference shall be given to the employee, or employees, performing the work, regardless of seniority. If this is not possible overtime shall then be offered, in the order of seniority, to other employees in the department classified and capable of performing the work.

If the above procedure is not possible then overtime shall be offered in the order of seniority to other employees outside the department classified and capable of performing the work.

However, before going outside the department for overtime help, at the option of the company, employees having a higher classification within the department may be used to perform the work required. Such employees in the classification used shall be offered this work in accord with seniority.

110. *Equal Distribution of Overtime Among Employees Requesting Overtime*

All overtime work shall be equally and impartially distributed insofar as practicable among those employees requesting overtime work. Any employees available for overtime work shall advise their foreman on Monday of each week.

111. *Overtime Distributed Equally Among Employees Who Have Been Regular in Attendance*

It shall be the policy of the company to distribute overtime work as equally as possible among the employees who have been regular in their attendance. Absence for any of the following reasons shall not break regular attendance:

1. Injury in the plant;
2. Death in the immediate family;
3. Emergency hospitalization in the immediate family;
4. Jury duty or any attendance as a witness in court.

112. *Working and Yard Foremen Share Overtime With Employees Under Them*

Working foremen in forge and pattern shops shall divide all overtime with employees under them whenever the number of employees working under them in their respective departments drops under two; and it is agreed that the yard foreman will not work more overtime than any of the regular employees working under him.

113. *Committeemen and Shop Stewards Have Preference for Overtime*

The committeemen and shop steward shall head the seniority list for overtime.

114. *Overtime Divided Among Employees With Seniority Who Are Able To Perform Work*

In any department, overtime work shall be divided, as equally as is practicable, among employees with seniority able to perform such work.

115. *Allocation of Overtime on Basis of Departmental Seniority*

The employee with the most seniority in his department shall work the overtime when his operation or classification is working; this includes Saturdays, Sundays, and holidays, and anything over 8 hours in any week day. Overtime upon a job to which an employee has not been assigned shall be worked by the employee with the most seniority in the department, provided he has the ability to perform the work.

116. *Employees With Least Departmental Seniority To Perform Overtime Work If Insufficient Volunteers Available*

All employees recognize and agree to the principle that they are obligated to work overtime or not regularly scheduled hours when requested to do so. Such work will be apportioned as heretofore but, if among the group capable of performing the work there are no, or an insufficient number of, employees desiring to perform the work, then one or more employees in that group having the least departmental seniority shall perform the work. No employee shall be obligated to perform overtime yard work unless the company guarantees a minimum of one (1) hour of work. Where the work is an emergency call-out, the employee selected by the company shall, in the absence of a reasonable excuse, perform the work, such selections so far as reasonably possible to be within the foregoing rules.

117. *Allocation of Overtime by Group Seniority on Weekdays and by Plant Seniority on Saturdays and Sundays*

When it is necessary to operate part of one or more departments, or complete departments, overtime (from Monday thru Friday inclusive) such overtime work shall be performed by those persons working on that group according to their seniority.

When it is necessary to operate part of one or more departments, or complete departments, overtime (Saturday and Sunday inclusive) the senior plant em-

ployee shall be given the first opportunity to work overtime provided such employee has worked on that operation in this factory.

118. *Seniority Not the Only Determining Factor in Distribution of Overtime; Other Considerations Specified*

The company does not recognize seniority as the only determining factor in the distribution of overtime work. In the determination of who shall be called in for overtime work, the following considerations will govern:

1. Those employees who have been currently working on a job for at least three (3) days prior to overtime, will be called in for overtime work.
2. Failing adequate personnel by the foregoing provision, the oldest employee who has previously done the work involved will be called in.
3. Failing adequate personnel by either of the foregoing provisions, the oldest employee on the shift in the department will be called in for overtime work.
4. In the event of more than one shift operation when overtime is required for one shift only, the particular shift which is involved will be called in for the overtime work.

In the event of continued single-shift overtime, as above, an effort will be made to alternate the shifts so as to distribute the overtime.

5. Probationary employees will not be called in for Saturday or Sunday overtime without prior agreement with the executive shop committee, unless the entire shift is working.

119. *Employees Transferred From Other Departments for Overtime Work on Basis of Seniority*

Overtime is to be distributed as equally as is practicable among the employees employed in any classification of work where such overtime is worked. When it becomes necessary to transfer employees from other departments to work overtime in a certain department, employees will be given consideration according to seniority rights, provided they are capable of performing the work.

120. *In Event of Error in Allotting Overtime, Employee Paid for Lost Time if Not Given Opportunity To Make It Up Within 30 Days*

In the event there is an error in allotting overtime work, the employee deprived of same will be given an opportunity to work the same number of hours at the same rate of pay within the following thirty (30) days. In the event any employee entitled to overtime work is not given same under the provisions of the contract, said employee shall make written request to the personnel director, and if said overtime work is not offered within thirty (30) days thereafter, the employee shall be paid for any lost overtime. Variations of two (2) hours or less in daily overtime of not to exceed three (3) times in any 1 workweek as to any employee shall not be considered. No penalty shall attach to the company, except as above specified, in connection with overtime work or as to lay-offs and recalls.

121. *Overtime Records Open to Inspection by Union*

All disputed claims for overtime shall be regulated so that no injustice shall be done the employer or employee. The employer shall keep time cards, or time clock records relating to employees covered by this agreement for checking of overtime, such records shall be made available to the business agent or authorized representative of the union in case of dispute. Where no time clock is used, the employer shall see to it that time card weekly records are signed by the employee. It is agreed that the pay-roll records of the employer relating to employees covered by this agreement shall be made available for inspection to the authorized representative of the union upon request.

122. *List of Employees Selected for Overtime Work Available for Inspection by Steward Before Close of Shift*

Overtime within a department shall be divided as equally as possible among the employees assigned to the jobs. A list of persons selected to work overtime shall be available for inspection by the department steward at the foreman's desk before the close of the shift.

123. *Overtime Worked During Each Pay Period Posted on Bulletin Board*

The amount of overtime worked during each pay period shall be posted on the bulletin board.

124. *Inequalities in Distribution of Overtime Subject to Grievance Procedure; Overtime Records Made Available to Union Representative Handling Grievance*

The employer will endeavor to the best of his ability to equalize the hours of work in regard to overtime among employees with seniority working on similar occupations on each shift. Inequalities in the application of this policy shall constitute a grievance. The overtime record of any employee having a grievance under this clause shall be made available for examination by the union representative handling such grievance.

125. *Refused Overtime Considered Time Worked for Purposes of Equalizing Overtime*

Overtime work shall be distributed as nearly equally as practicable among the eligible employees. Refused overtime hours shall be credited as overtime hours worked for purposes of distributing overtime.

Employees are only eligible for the overtime on their job, and overtime will be balanced only by and between employees on a specific job except that for overtime refused or emergencies, any employee within the department who can perform the job may be considered eligible.

126. *Hours Lost Due to Illness, Refusal To Work, or Absence Considered as Hours Worked for Purposes of Equalizing Overtime*

Overtime work shall be equally divided among the employees in the area as far as practicable, except in cases mutually agreed upon between the foreman and chief steward. Hours lost due to illness, refusal to work, or absence, will be considered as hours worked for equalization of hours.

127. *Habitually Absent or Tardy Employees Ineligible for Overtime Pay Until They Complete Full Weekly Schedule*

Workers who, except for proven illness, are habitually absent or late, shall not be entitled to overtime pay, when overtime is being worked in their respective craft, until or unless they shall have first completed the 35 hours or 40 hours of work, as fixed herein for their respective craft, during the work-week, including Saturday of such week.

128. *Employer May Withhold Overtime From Employee Who Persists in Laying Off After Working Overtime*

An employee who persists in laying off after being given overtime work shall be deprived of the opportunity of working overtime. Any exceptions to this clause shall be by mutual agreement between the management and the plant committee.

129. *Employee Forfeits Eligibility for Future Overtime Work by Failure To Report for Overtime Work After Accepting It*

In requesting employees to work overtime, selection shall be made according to their position on the established overtime distribution list except when

employees are working on a job where efficiency and production will suffer by changing the personnel for the purpose of distributing overtime. The resulting unbalance will be rectified as soon as possible.

If an employee is offered overtime work in his own occupational group and refuses or does not work this overtime, the time will be counted as time worked in the division of overtime. If an employee is offered overtime work in any occupational group and accepts such work but does not report for work without acceptable reason, such an employee will be given a written reprimand by supervision, such time shall be considered as overtime offered, and after the next such offense, he shall be eliminated from the division of further overtime.

In cases where all facts relating to division of overtime are considered equal, then seniority shall be the deciding factor. If a procedure is to be set up which is an exception to the one above, it will be agreed upon between the company and the union representatives.

130. Employee Refusing Overtime Must Await His Turn Before He Is Again Eligible for Overtime

The company recognizes the principle that if a person refuses overtime, it is desirable that he be made to wait his turn before he is again eligible for overtime and will endeavor in every way to carry out this principle insofar as it does not interfere with the efficiency of operating the factory.

131. Equal Distribution of Overtime Not To Interfere with Efficient Operation of Plant

Overtime work shall be divided as equally as possible among employees performing similar work, provided that in management's judgment this does not interfere with the efficient operation of the plant.

Restrictions on Overtime Work

Although penalty rates tend to limit overtime work automatically, specific restrictions on such work are often imposed. A few agreements prohibit overtime work altogether or limit it to emergencies. Overtime work may be allowed only if all employees are working full time or only during busy seasons; a maximum limit on the amount of daily or weekly overtime may be specified. Some agreements require the consent of the union or the employees involved, or both. The necessity for overtime work may be subject to protest through the grievance procedure. Advance notice of overtime work may be required.

Other agreements give the employer complete authority to require overtime work and, in a few instances, the union pledges cooperation in having employees work overtime when necessary. Employees may be subject to disciplinary action for refusal to work overtime.

132. Overtime Work Prohibited.

No overtime shall be permitted.

133. Necessity for Overtime Work Subject to Negotiation With Union Representatives; Overtime Work Optional With Employee

The standard workday shall be six (6) hours and the standard workweek shall be thirty-six (36) hours.

Work in excess of six (6) hours per day shall be offered equally among all employees qualified.

When hours of work in excess of the standards are required, the foreman will negotiate with the representative of the department involved and such work will be performed on the shift in question. This work in excess of standards shall be optional with the employee. If the representative or committeeman is in doubt about the necessity for such work in excess of the standard or the continuation thereof, he shall present the facts to the divisional chairman for negotiation if necessary with the general foreman involved, and/or the shop committee and the personnel department.

Scheduled hours in excess of the standards shall be subject to negotiation at the regular weekly meeting between the shop committee and the personnel department.

134. Overtime Performed Only With Consent of Union

All overtime shall be performed only with the consent of the union and such overtime work shall be paid for at the rate of time and one-half.

135. Employee Not To Work More Than 182 Hours in Any Four Consecutive Weeks Without Union Consent

Any employee having worked one hundred and eighty-two (182) hours in any four consecutive weeks shall not be permitted to work any additional overtime within that period except by permission of the union. Such permission shall not be requested or granted when competent substitutes are available.

NOTE.—Agreement provides for a basic 37½-hour workweek.

136. Overtime Work Prohibited Except in Emergencies; Shop Committee Decides Whether Emergency Exists

The ruling of the [union] on overtime is emphatically against such. However, where an emergency exists, permission may be obtained to work overtime. To obtain this permission, a responsible representative of the company must meet with the shop committee and explain the reason the company wishes to work overtime. The shop committee will then decide whether or not an emergency exists.

137. Overtime Permitted in Emergencies by Mutual Agreement of Union and Association; Maximum Overtime of 1 Hour Per Day, 5 Hours Per Week

No overtime shall be permitted unless an emergency shall be established by the joint decision of a representative of the union and a representative of the association. When such overtime shall be permitted, it shall not exceed more than 1 hour for each workday, or 5 hours during the workweek.

138. Employer Applies for Overtime Through Association; Union Permission To Be in Writing

In cases of emergency, overtime may be permitted, but only by mutual consent of the union and the association, and no such overtime shall be permitted unless requested by the employer through the association and written permission issued by the union therefor.

139. Union May Prohibit Overtime on Days When Union Meetings Are Held, or in Shops Where Wage and Hour Provisions of Agreement Have Been Violated

The union agrees that it will not require its members to refrain from overtime work except on days when union meetings are held and in such shops where the terms of this agreement with respect to hours and wages have been violated, in which cases the union reserves its right to order discontinuance of overtime.

140. *Union Charge of Unnecessary Overtime Work Subject to Grievance Procedure*

Should the union charge that overtime is being worked unnecessarily this shall be considered a grievance to be adjusted in accordance with the provisions of this contract.

141. *Union May Refuse Permission for Overtime Work if Full Crew Not Employed for Three Full Days Prior to Day Employer Desires Overtime Work*

The employer shall apply to the union for permission to work overtime whenever he deems such overtime work necessary. In the event that the union refuses to grant permission to work overtime, and in the further event that the employer deems that his request for overtime work was justified, the Labor Committee of the association shall proceed to adjust the matter with the union representative.

The union will be justified in refusing to grant permission to work overtime, in the event that the full set of employees were not employed for three full days previous to the day on which the employer desires them to work overtime.

142. *Overtime Work Prohibited if Qualified Laid-Off Employees Available*

Except in cases of emergency, there shall be no regularly scheduled overtime in a classification as long as any employee on the company's pay roll in that classification who is qualified to perform the work, remains laid off without being given the opportunity of returning to work.

143. *Overtime Permitted Only When Shop Is Working at Capacity or When No Additional Workers Are Available; Union To Receive Advance Notice of Overtime*

No overtime shall be permitted during the life of this agreement, except when the shop is working to its physical capacity, or when the shop is not working to physical capacity, but no additional workers are available. Under such circumstances, the employer must give the union at least two (2) hours notice of his intention to work overtime. Any notices given will apply to the week only in which the notice is given, and the overtime covered by the notice shall terminate on Friday of the week in which notice is given. In the event of additional overtime, the employer agrees again to notify the union.

Overtime shall consist of not less than one (1) hour and not more than two (2) hours pay per day for the first five (5) days worked of the week, Monday through Friday; provided that, overtime may be less than one (1) hour where it is expended on a garment being finished for delivery on the day such overtime is worked or on the following morning, and in such case, the employee shall be paid overtime for the actual time worked only.

Under no circumstances is overtime permitted on Saturdays, Sundays, or holidays, except when approved by the union.

144. *Overtime Permitted if All Workers in the Craft Are Employed Full Time*

Overtime shall be permitted in any craft when requested by an employer, provided all workers in the crafts affected thereby are then employed at full time, and all available seats and benches in the said craft are occupied.

145. *Overtime Worked in Such Departments as Necessary Even if Total Plant Operations Not on Full-Time Basis*

Employees agree to work overtime when requested. The company agrees to give employees a one-half day advance notice, when conditions permit, overtime to be worked in such departments as necessary even if total plant operations are less than the normal forty (40) hours per week.

146. *Employee Not Required To Work More Than 12 Hours a Day*

The company agrees that when abnormal conditions make it necessary to hold employees for overtime work, it will not require any employee to work more than 12 hours in any workday unless the employee so desires.

147. *No Work in Excess of 12 Consecutive Hours Except in Case of Emergency or Absence of an Employee*

The company and the union are in agreement that wherever possible employees should not work more than twelve (12) consecutive hours at any time. The company agrees to make all reasonable efforts to accomplish this objective. Employees will not be permitted to work in excess of twelve (12) consecutive hours, except when necessary because of (1) absence of an employee, or, (2) in case of break-down, flood, fire, or other like emergency.

148. *Maximum of 3 Hours' Overtime on Days Preceding Holidays*

On days preceding holidays men shall not work more than 3 hours overtime except in emergency.

149. *Overtime Not To Exceed 8 Hours per Week, Distributed on Designated Days; Any Additional Overtime at Option of Worker*

Furthermore, it is understood and agreed that such overtime will not exceed eight (8) hours in any single week, namely one (1) hour Monday, Tuesday, Wednesday, Thursday and four (4) hours on Saturday. Any additional overtime hours may be worked at the option of the worker.

150. *Designation of Maximum Daily and Weekly Overtime Which Male and Female Employees May Be Required To Work*

The employer is to have the absolute right in its sole discretion to require any female employee to work ten (10) hours of overtime per week and any male employee to work fifteen (15) hours of overtime per week (said overtime to be only during the regular five (5) days of said employee's workweek). Overtime compensation shall be paid at the rate of time and one-half of base pay. For any overtime in excess of ten (10) hours per week for any female employee, or fifteen (15) hours per week for any male employee, or over two (2) hours per regular workday for any female employee or over three (3) hours per regular workday for any male employee, the consent of the employee involved must first be obtained before the employer can require such employee to work such additional hours. As to overtime work to be performed on the sixth (6th) working day during a workweek, such work shall be performed only with the consent of the employee.

151. *Maximum of 10 Hours' Work Per Day and 48 Per Week Except in Emergencies and Special Cases*

All employees shall not be required to work in excess of 10 hours in any 1 day, nor 48 hours in any 1 week, excepting employees on emergency maintenance or repair work, including break-downs, nor to very special cases where restriction of hours of highly skilled workers on continuous processes would unavoidably reduce production, but in all such cases, when maximum hours are exceeded, time and one-half shall be paid for all hours worked in excess of 8 hours in any 1 day or 40 hours in any 1 week.

152. *Overtime Work in Excess of 4 Hours a Week Prohibited if Union Can Supply Satisfactory Help*

No employee shall be required to work more than four (4) hours of overtime in 1 week, so long as the union can supply satisfactory extra help.

153. *Overtime Work Limited to 10 Hours Per Week During Spring and Fall Seasons*

Overtime work shall be paid for at the rate of time and a half and shall be limited to 10 hours per week during 3 months of the spring season and 2 months of the fall season of the year; the exact months to be agreed upon between the union and the association.

154. *Employees Notified of Overtime Work Before Noon*

Immediately upon the employer becoming certain that overtime work is required on that day, the employer shall so notify the employees. Notification of overtime work shall be made before noon. The employees agree that there will be no concerted refusal to perform reasonable overtime work requested of them.

155. *Employee May Be Excused From Overtime Work if Notice Not Given on Previous Day*

Employees are required to do such overtime work as is necessary in order to maintain production requirements except that, on request, an employee will be excused from doing such work if notice was not given the previous day or earlier that such work would be required, or may be excused for other reason at the discretion of the company. Overtime work is prohibited except when directed by the management.

156. *Employee Receives \$1 Additional if Notice of Overtime Work Not Given Before Completion of Regular Schedule*

Notice that overtime is required shall be given before an employee's schedule has elapsed. Otherwise, one dollar (\$1) shall be paid in addition to overtime for actual time worked.

157. *Advance Notice Required for Work on Saturdays, Sundays, and Holidays*

The regular workweek shall consist of five (5) regular workdays, Monday to Friday. Employees will be given at least 2 days' notice when they are expected to work on the following Saturday, Sunday, or holiday, except where a department is regularly working on such days.

158. *One-Day Advance Notice of Overtime Whenever Feasible; in Emergencies, Union To Cooperate in Supplying Personnel Without Notice*

Whenever it is feasible the foreman will give notice of one (1) day or more to the steward of intentions to require certain employees to work overtime. The foreman then will notify the employees involved that they are requested to work overtime.

In emergencies, the one (1) day notice will be waived and the foreman and steward, or union shop committee, will take necessary steps to supply the required overtime personnel.

159. *Notice of Overtime Work Required but Company May Request Volunteers To Work Overtime Without Notice*

The company will give twenty-four (24) hours' notice when overtime is required. However, the company may request volunteers to work overtime without previous notice.

160. *Employee Excused From Overtime Work if He Gives Notice at Reporting Time That He Desires To Work Only 8 Hours*

The union agrees that employees will work overtime when required by the employer. However, in case of necessity, any employee who notifies his em-

ployer when reporting for duty that he desires to be released after completing 8 hours of work, the employee shall not be required to work overtime.

161. *Prohibition of Inter-Departmental Transfers for Overtime Work Except in Emergencies*

No employee shall be called for overtime work from one department to another department except in an emergency.

162. *Company Has Right To Require Overtime*

No overtime rate shall be paid unless the overtime work is expressly authorized by the foreman's signature on the employee's envelope or card. The company shall have a right to require overtime work of the employees.

163. *Union To Cooperate in Having Employees Work Overtime When Requested*

Overtime work shall be divided as equitably as possible among employees performing the same class of work so far as is consistent with the efficient operation of the plant. The union agrees that it will through its officials and stewards cooperate in having employees perform overtime work when it is requested.

164. *Employees To Honor Any Fair Request To Work Overtime*

It is the function of the company to determine when overtime shall be worked, and the employees agree to honor any fair request to work overtime.

165. *Employee To Accept Assigned Overtime Unless He Can Find a Capable Substitute*

If an employee does not desire to work assigned overtime, the employee will make an earnest effort to find a capable substitute. However, if no capable substitute can be obtained, assigned employee will accept this overtime work.

166. *Company May Require Employees To Work Maximum of 4 Hours' Overtime if Volunteers Unavailable*

Any employee may be requested by the company voluntarily to work overtime in addition to a scheduled period of duty and in the event that sufficient voluntary overtime workers are not available, the company may direct any employee to work the overtime necessary to meet the company's needs, but no employee shall be required to remain on duty more than four net overtime hours unless he so desires.

167. *Overtime Not Compulsory*

In no case shall overtime be compulsory.

168. *Overtime on Voluntary Basis Except for Maintenance Men*

All overtime will be on a voluntary basis except with respect to maintenance men who may be called in at any time in case of an emergency.

169. *Discipline for Refusal To Work Overtime*

It is recognized that, at times, overtime may be necessary for efficient management; at such times, employer may request same. The union agrees it will instruct members to work such overtime. In the event that a worker shall refuse such overtime and has given an excuse unacceptable to both management and department committeeman, management shall have the right to suspend worker for one (1) week. In the event, there is a disagreement between management and department committeeman as to the validity of the excuse, management will have a grievance and usual procedure will be followed.

170. *Employee Subject to Discipline for Failure To Work Overtime After He Has Agreed To Work*

Failure of an employee to report for overtime work, after he has agreed to work same will subject the employee to disciplinary action unless a valid excuse is offered.

171. *Employee Who Fails To Work Overtime Assignment After Accepting It May Be Denied Overtime Work for Period of Time To Be Agreed Upon by Union and Management Representatives*

The union recognizes that operations in the plant may require overtime work. Overtime work shall be on a voluntary basis, but when an employee accepts an assignment to work overtime and does not report without good reason, he will be denied the opportunity of future overtime work for a period of time. This period of time should be agreed upon by the foreman and chief steward. If agreement is not reached in the department, the matter will be referred immediately to the management and the bargaining committee.

Chapter 3.—Shift Operations

Introduction

Although night work is generally considered undesirable as a health hazard and as a disrupting factor to normal family life and social activities, such work seems unavoidable in many industries. Places of entertainment, restaurants, and other establishments directly serving the public often find it necessary to remain open for business during the evening or night because of the needs and habits of their customers. Urban transit companies and other utilities must maintain a minimum force 24 hours a day, and usually must call in additional workers during daily peak periods. In most mining and manufacturing industries, the number of shifts scheduled depends largely on the nature of the production process, the type of production facilities used, and seasonal fluctuations in demand. Some industrial processes require continuous operation throughout the day and night and from week to week, making shift operations an absolute necessity. In other cases, multishift operations may prove the most profitable method of utilizing existing production facilities to meet increased demand, especially where costly equipment must be used and the wage bill constitutes a relatively small part of the total cost of production. Seasonal fluctuations in demand cause some plants to operate for a few months of the year on a multishift basis, tapering off to a period of virtual or complete shut-down when demand subsides.

In practice, multishift operations have created a number of problems in addition to the pay rate for other than regular day work. Some of these are: Should shifts be fixed or rotated at regular intervals? How frequently shall shifts be rotated? How shall the assignment of work to shifts be made, by seniority or by some other basis?

Collective bargaining agreements generally do not prohibit night work entirely, but often require the payment of a wage differential as compensation for the undesirable features involved.¹ Shift premiums thus established through collective bargaining are often designed to serve a dual purpose: (1) to deter or penalize the unnecessary scheduling of late shifts, and (2) to compensate employees for work performed during undesirable hours.

¹ See Premium and Holiday Pay Provisions, 1948-49, Monthly Labor Review, July 1949, for information on the prevalence of various types of shift differentials in collective bargaining agreements.

Limitations on Multiple Shifts

The number of shifts to be operated is usually left to the discretion of management. However, a few agreements prohibit all night work and others prohibit only a third shift. Such prohibitions are most frequent in industries subject to drastic seasonal fluctuations or in which the nature of the work does not require continuous operation or a chronic problem of overproduction has existed, followed by a severe depression.

Restrictions on night shifts rather than outright prohibition are effected in some agreements by a proviso that work performed prior to or after the regular hours shall be paid for at the overtime rate (see chapter on overtime pay for illustrative clauses). Multishift operations may also be restricted by a requirement that day-shift workers must be working full time before night shifts are added. In some agreements, all workers are guaranteed full-time employment if operations are put on a multishift basis. Others require a guarantee only to employees on the night shift.

Some agreements require union permission for multiple shifts or leave the question to future negotiations.

1. Multiple Shifts Prohibited

There shall be no more than one shift of workers in any day.

2. No Third Shift Unless Permitted by Union Business Agent

To operate a third shift as an emergency, permission must be granted by the business agent.

3. Night Work Prohibited Where There Has Previously Been No Night Work

No night work shall be permitted in any department of the employer's plant where there was no night work during the term of the previous agreement.

4. Night Shifts Permitted in Emergency Cases; Double Time Paid Unless Shifts Operated for Five Consecutive Nights

Shifts may be established in cases of emergency and when established they shall continue five (5) consecutive nights; otherwise double time shall be paid for any nights worked regardless of whether an employee has worked the preceding day or not. The employer shall notify the union when shifts are to be established.

5. Number of Shifts Periodically Negotiated

The actual number of shifts and the starting time and actual hours of work in each shift shall be fixed from time to time by the employer after agreement with the union with respect thereto. If no agreement is reached, the grievance machinery as set forth herein shall be utilized.

6. Introduction of Four-Shift Operations Subject to Arbitration If Company and Union Unable To Agree on Necessity for Such Operations

Both parties understand that the company may operate all or any departments of the plant on a three (3) shift schedule. However, should it become necessary, at any time, in the opinion of the company, to operate the plant on a four (4) shift basis, using a swing shift, the company and the workmen's committee,

prior to such action will confer on the necessity for such arrangement. In the event that the company and the committee shall be unable to promptly agree that the swing shift shall be introduced, then the question shall be submitted to arbitration as a grievance, in accordance with the terms of this agreement.

7. *Company Option of Operating Two or Three Shifts*

It is agreed that the company shall have the privilege of operating any part of its plant on two or three shifts.

8. *Company Option To Discontinue Second Shift at Any Time*

The company reserves the right to discontinue second shift operations at any time and will not permit transfers to the second shift from the day shift unless vacancies occur.

9. *Regular Employees Guaranteed 40-Hour Workweek if Second Shift Introduced*

Before starting a second shift the company agrees to guarantee the regulars forty (40) hours' work for the following week.

10. *Guarantee of 48 Hours' Work Per Week if Plant Operates on Three-Shift Basis*

In the event employees are placed on a three-shift operation, then during the duration of such three shifts each employee shall be guaranteed a minimum of forty-eight (48) hours' work each week. In the event the entire plant does not work on a three-shift operation, then employees in such departments who do work on the three-shift basis shall receive the same average number of hours of work as other departments.

11. *Guarantee of 40 Hours' Work Per Week for Employees Placed on Second or Night Shift*—New employees are guaranteed only 30 hours' work.

All regular day-time employees who may be placed on a second or night shift (with the exception of apprentices), shall be guaranteed a full 40-hour week in line with the provisions of the general agreement and such 40 hours must be worked between the starting time Monday and eleven (11) p. m. Friday night.

It is further agreed that for all new help employed and placed on the second or night shift, a guarantee of not less than 30 hours employment shall be provided.

Shift Differentials

Employees working shifts other than the day shift are usually compensated for inconvenient hours by a wage differential, an hour differential, or in rare instances, by a combined wage and hour differential. The wage differential is usually in terms of cents-per-hour or a percentage premium, although it is sometimes stipulated as a flat sum per shift, week, or month. If the differential is in terms of hours, shift workers receive pay for more hours than are actually worked, for example, 8 hours' pay for 7 hours' work. Under a combined wage and hour shift differential, shift workers receive a premium in the form of a higher hourly rate and shorter hours.

Under most agreements, all workers on a shift are paid whatever differential is required by the agreement. A few agreements, however, do not apply the differential to specified classifications of workers, such as maintenance men and guards.

Another type of differential is the allowance of paid lunch and rest periods to second and third shift workers when such privileges are not extended to day workers. (See chapter I, Hours of Work (pp. 15; 18-19) for illustrative clauses.)

The determination of the hours to which the shift premium applies is sometimes difficult and is handled in various ways. Shift premiums may apply to all shifts except the day shift or to the third shift only. Some agreements require the differential to be paid for the entire shift if a stated proportion of the working time of the shift falls between specified hours; other agreements require only that the shift begin or end between certain designated hours in order for the differential to be applicable. Frequently, any work between certain hours, such as 6 p. m. and 6 a. m., is classified as shift work and is paid for at the premium rate.

The payment of a shift differential and the amount of differential may also depend on whether or not shifts are fixed or are rotated.

Under three-shift operations, the third shift differential is sometimes equal to and sometimes greater than that on the second shift.

For overtime hours extending from one shift into the next, some agreements state that the differential paid shall be that applying to the shift within which the overtime hours fall. In other cases, the differential paid is that applying to the shift from which the overtime hours are extended. If a differential is not applicable to that shift, no differential is paid for the overtime hours.

APPLICABILITY OF SHIFT PREMIUM

12. Premium Applies to Any Shift Other Than Regular Day Shift

Employees who work other than the regular day shift shall be paid an additional five (5) cents per hour. This provision shall not apply to boiler-room employees, watchmen, and janitors.

13. Premium for Third Shift

A premium of seven (7) cents per hour shall be paid for all hours worked during the third shift hours.

14. Premium for Second and Third Shifts

A second shift is any regularly scheduled shift that includes any of the hours between 8 p. m. and 12 midnight. Employees assigned to work on this shift shall receive five (5) cents per hour premium.

A third shift is any regularly scheduled shift that includes any of the hours between 12 midnight and 4 a. m. Employees assigned to work on this shift shall receive seven and one-half (7½) cents per hour premium.

15. Premium for Swing and "Graveyard" Shifts

Employees who work on the swing or graveyard shifts shall receive five (5) cents per hour in addition and added to their base rate of pay for work performed on these shifts.

Swing shift shall be defined as the shift starting between the hours of two (2) p. m. and eleven (11) p. m. Graveyard shift shall be defined as the shift start-

ing between the hours of eleven (11) p. m. and six (6) a. m. The day shift starting time shall be in accordance with present existing practice and may be changed only by mutual agreement between the company and the union. The starting time of the employee's shift shall determine the shift the employee is working.

16. *Premium for All Work Between Specified Hours*

Five (5) cents per hour additional compensation will be paid for work performed between the hours of 6 p. m. and 6 a. m.

17. *Premium for Shifts Beginning or Ending Between Specified Hours*

Any shift beginning or ending between the hours of 7 p. m. and 7 a. m. shall be paid 50 cents per shift in addition to the regular rate.

18. *Shift Premium Payable If Majority of Working Hours Are After 6 p. m.*

It is agreed that union members whose regular schedule requires work wherein the majority of their working hours are to be worked after 6 p. m. shall receive a night work bonus of 5 percent or 5 cents per hour, whichever sum is greater.

19. *Shift Premium Payable if Majority of Time Worked Falls Between Designated Hours*

A shift bonus of 5 percent will be paid for work on the 2d shift, or if the majority of the hours fall between 3 p. m. and 11 p. m. A shift bonus of 10 percent will be paid for work on the 3d shift, or if the majority of the hours fall between 11 p. m. and 7 a. m.

20. *Applicable Shift Premium Paid for All Hours Worked if at Least 4 Hours Worked on That Shift—If equal hours are worked on two shifts, the higher premium is paid.*

Basic rates cover work done by those who work a majority of their daily hours between 8 a. m. and 4 p. m. Those who work from 4 p. m. to 12 midnight and those who work four or more of their daily hours within this period shall receive 4 cents per hour extra for their total daily hours. Those who work from 12 midnight to 8 a. m. and those who work four or more of their daily hours within this period shall receive 6 cents per hour for their total daily hours. Where equal hours are worked in two different periods the higher rate of the two applicable rates will be paid.

21. *Women Working Past 6 p. m. To Receive Premium for Total Hours Worked*

Any women working after 6 p. m. must receive a premium of 6 cents per hour above the day rates for all hours put in whether all the hours are after 6 p. m. or not.

22. *Premium Payable After Employee Has Been on Night Shift for Two Consecutive Weeks*

Any employee who is held on a night shift for more than two (2) consecutive weeks for the employer's convenience shall be entitled to a shift differential to commence with the 3d week of 4 cents per hour for the 2d shift, that is any shift beginning between 12 noon and 8 p. m., and 6 cents per hour for the 3d shift, that is any shift beginning between 8 p. m. and 4 a. m.

23. *Differential for Rotating Shifts Only*

Employees are entitled to shift differentials only when assigned to rotating shifts, as follows:

1. An employee assigned to the 4 p. m. to 12 midnight shift is entitled to a shift differential of four (4) cents per hour.

2. An employee assigned to the 12 midnight to 8 a. m. shift is entitled to a shift differential of six (6) cents per hour.

3. An employee assigned to the 8 a. m. to 4 p. m. shift will not be entitled to any night shift differential.

24. *Differential Not Paid When Shift Work Rotated*

On operations which are continuous and to which employees are assigned on a "fixed shift" basis, the company agrees to pay five (5) cents per hour, in addition to regular rates, for all hours worked by employees on shifts other than the regular day shift. It is understood that the above shift bonus rate shall apply to employees only when working on "fixed shifts" and will not apply in cases where the company follows its past practice of rotating shift work.

25. *Specified Classifications Not To Receive Shift Premium*

No shift premium shall be paid any employees working in the following classifications:

- Pumper, resident or special
- Field repairman "A"
- Field repairman "B"
- Meter tester
- Gas well operator
- Head garage mechanic

26. *Watchmen and Firemen Excluded From Shift Premium*

It is agreed that there shall be a second shift differential pay of 2 cents per hour. This will apply to all employees working on the second shift, except watchmen and firemen.

TYPE OF SHIFT PREMIUM

27. *Ten Cents Per Hour Premium*

All classified jobs on the regular night shift will carry a premium of 10 cents per hour over the same rates of the day shift.

28. *Ten Percent Premium*

A ten (10) percent bonus shall be granted to employees regularly assigned to a work shift where the schedule for such shift requires work after 8 p. m., or before 6 a. m.

29. *Premium of 10 Percent or 10 Cents Per Hour, Whichever Is Greater*

All swing shift employees and graveyard shift employees shall receive, in addition to their regular rate of pay, a bonus of ten (10) cents or 10 percent per hour, whichever is higher, with a half-hour lunch period to be taken on company time.

30. *Flat Sum Per Shift as Premium for Night Work*

Forty cents per shift shall be paid in addition to the regular scales set forth hereinafter for all work performed on night shifts.

31. *Weekly Premium for Night Work*

When a major portion of the regular assigned tour of duty falls after 6 p. m. and before 6 a. m., employees so assigned shall receive additional compensation of \$2.50 a week.

32. *Night Differential Graduated According to Weekly Wage Rate*

Plant weekly-rated employees whose tours of duty fall wholly or partially within the period from 7 p. m. to 7 a. m. shall be paid in addition to their basic rates, a night differential in accordance with the following table:

<i>Basic Wage Rate Per Week</i>	<i>Night Differential Per Week</i>
Less than \$30-----	2
\$30-\$39.99-----	3
\$40-\$49.99-----	4
\$50-\$59.99-----	5
\$60 and over-----	6

33. *Monthly Bonus for Night Work*

Employees on flat salary covered by this agreement shall be paid a night bonus of \$20 per month when assigned to a 40-hour workweek. When regularly scheduled to work 48 hours or more per week a night bonus of \$27.50 shall be paid.

34. *Differential Graduated According to Ending Time of Shift*

A night differential will be paid in accordance with the schedule listed below, except for Sunday and holiday tours and overtime work:

	<i>Per hour</i>
Tours ending between 7 p. m. and 7:59 p. m.-----	\$0.01
Tours ending between 8 p. m. and 8:59 p. m.-----	.02
Tours ending between 9 p. m., and 9:59 p. m.-----	.03
Tours ending between 10 p. m. and 10:59 p. m.-----	.04
Tours ending between 11 p. m. and 11:59 p. m.-----	.05
All night tours (11 p. m. to 7 a. m.)-----	.06

35. *Shift Differential Graduated According to Number of Years Employees Have Been on Night Work*

When more than one shift is employed, those employees working on the second or third shifts shall receive for such work in addition to their single time hourly rate for the hours so worked five (5) percent of such single time hourly rate, during the first year, seven (7) percent of such single time hourly rate during the second year of continuous night employment, and one (1) percent additional of such hourly rate during each subsequent year of continuous night employment until a maximum of ten (10) percent is reached.

36. *Differential Graduated According to Amount of Employee's Hourly Rate*

A night differential shall be paid on all shifts ending after 8 p. m., including night shifts as follows: 5 cents per hour where hourly wage at straight time is less than 75 cents; 7½ cents per hour where hourly wage at straight time is 75 cents or more and less than \$1; 10 cents per hour where hourly wage at straight time is \$1 or more. Such differential shall start at the beginning of the employee's shift. Employees so employed shall rotate shifts not more frequently than once a month where reasonably possible.

37. *Differential Graduated According to Type of Shift Work*

The following method of payment will apply to various types of shift work:

1. Two rotating day and evening shifts—five (5) or six (6) day basis—day rate plus three (3) percent.
2. Three rotating shifts—excluding Sundays—day rate plus five (5) percent.
3. Three or four rotating shifts—including Sunday—day rate plus ten (10) percent.
4. Frozen evening or night shift—day rate plus ten (10) percent.
5. Alternating evening or night shifts—including every Saturday and Sunday—day rate plus fifteen (15) percent.

38. *Eight Hours' Pay for 7 Hours' Work on Second and Third Shifts*

When two or more shifts are required, the first shall work between the hours of 8 a. m. and 5 p. m. for the first 5 days of the week and shall receive the

regular rate of wages. The second and third shifts shall work 7 hours and receive 8 hours' pay at the regular rate of wages.

39. *Combined Wage and Hour Differential*—Third shift workers work fewer hours and receive a higher premium than second shift workers.

First or regular daylight shift: An eight and a half (8½) hour period less 30 minutes for meals on the employee's time. Pay for a full shift period shall be a sum equivalent to eight (8) times the regular hourly rate with no premium.

Second shift: An eight (8) hour period less 30 minutes for meals on employee's time. Pay for a full second shift period shall be a sum equivalent to eight (8) times the regular hourly rate plus ten (10) percent.

Third shift: A seven and one-half (7½) hour period less 30 minutes for meals on employee's time. Pay for a full third shift period shall be a sum equivalent to eight (8) times the regular hourly rate plus fifteen (15) percent.

40. *Combined Wage and Hour Differential. Third-Shift Workers Work Fewer Hours but Receive a Lower Premium Than Second Shift Workers*

The second shift shall be paid at the rate of 10 cents above the employee's regular rate.

The third shift shall receive 5 cents per hour above the regular hourly rate of pay for 8 hours, but shall work but 6 hours and 30 minutes for the 8 hours' pay. All work performed over 6½ hours will be construed as overtime.

41. *Same Premium for Second and Third Shifts*

Employees shall receive five (5) cents per hour premium pay for working on the second and third shifts.

42. *Premium for Third Shift Greater than for Second Shift*

All employees on the third shift shall receive seven (7) cents per hour in addition to their regular rates of pay.

All employees on the second shift shall receive four (4) cents per hour in addition to their regular rates of pay.

43. *Same Hourly Premium for Second and Third Shifts, but Third Shift Employees Receive 8 Hours' Pay for 6½ Hours' Work*

Except for flat salary employees, a twelve (12) cents per hour bonus above the regular base rate shall be paid on the second shift to all employees defined in the unit. The third shift shall receive a twelve (12) cents per hour bonus above the regular base rate of pay for 8 hours, but shall work only 6 hours and 30 minutes for 8 hours' pay.

44. *Parties to Negotiate Amount of Premium Pay for Individual Employees Performing Night Work Where No Additional Shift Has Been Established*

Shifts in addition to the regular shift may be established by the employer with the consent of the union in which event work on such shifts shall be paid for as follows: for work performed up to midnight, 5 percent above straight-time rates; for work performed after midnight, 10 percent above straight-time rates. Premium pay for individual employees working at night where no additional shift has been established shall be negotiated in each instance between the parties. If they are unable to agree upon the matter it shall be submitted to arbitration.

45. *Nonproduction Employees To Receive Higher Shift Premium Than Production Employees*

All nonproduction employees working on the third shift will receive a premium of five (5) cents per hour and all production employees working on the

third shift shall receive a premium of three (3) cents per hour, added to base rate.

All nonproduction employees working on the first shift will receive a premium of eight (8) cents per hour and all production employees working on the first shift shall receive a premium of five (5) cents per hour, added to base rate. The first shift is the shift now starting at 11:30 p. m. known as the midnight shift.

46. Employees on Continuous-Shift Operations To Receive Higher Premium Than Those on Noncontinuous-Shift Operations

A "noncontinuous operation" is defined as any operation or process which is not inherently continuous and on which the schedule with respect to the number of hours of the day or week in which the operation is performed may vary from time to time in accordance with the production demands.

A "continuous operation" means any operation which is inherently continuous such as furnace operators, switchboard operators etc., and any operation or process, which, whenever it is operated is always operated continuously.

Employees regularly scheduled on shift work on noncontinuous operations shall receive shift premiums on all piecework or day-work performed during such shifts as follows:

	<i>First shift</i>	<i>Second shift</i>	<i>Third shift</i>
Noncontinuous shift operators.....	0	7 percent	9 percent

Employees who are engaged in the performance of a continuous operation and whose work is scheduled in accordance with a definite and recurring cycle of rotating shifts designed to provide an equitable distribution of Saturday and Sunday work among all employees so engaged, and who are, therefore, frequently scheduled to work on Saturday and Sunday shall receive shift premiums as follows:

	<i>First shift</i>	<i>Second shift</i>	<i>Third shift</i>
Continuous shift operators.....	3 percent	10 percent	12 percent

No other premium shall be paid to employees on continuous operations for work performed on Saturday or Sunday or on the day off corresponding to Saturday or Sunday except as required by law.

47. Employees on Rotating Three-Shift Basis To Receive Higher Premium Than Those on Rotating Two-Shift Basis

Shift workers on a rotating eight (8) hour, three (3) shift basis shall receive in addition to their base rate, a shift differential of four (4) cents per hour. Shift workers on a rotating eight (8) hour, two (2) shift basis shall receive in addition to their base rate a shift differential of two and one-half (2½) cents per hour.

48. Men To Receive Higher Shift Premium Than Women

A night differential will be paid in accordance with the schedule below except for Sunday and holiday tours and overtime work.

MALE	<i>Cents per hour differential</i>
4 p. m. to 12 midnight tour.....	7½
12 midnight to 8 a. m. tour.....	10
FEMALE	
4 p. m. to 12 midnight tour.....	5
12 midnight to 8 a. m. tour.....	6

SHIFT DIFFERENTIAL FOR OVERTIME HOURS

49. *Shift Premium for Overtime Hours Determined by Premium for Shift From Which Overtime Is Extended*

The shift differential will attach to the shift actually worked. For example, the differential for the 4-12 shift will be applied to the hours between 4 p. m. and midnight as well as at the rate of one and one-half times the differential for any overtime worked by a 4-12 shift worker either before or after his shift. Similarly, the day shift worker who works overtime either before or after his shift will not receive any shift differential.

50. *Evening Shift Premium Applicable to All Overtime Hours Extending Into That Shift if More Than ½ Hours' Overtime Worked*

When an employee doubles over from the day shift to the evening shift, he shall receive no premium pay for overtime work unless he works overtime in excess of 4 hours. In the event the employee works overtime in excess of 4 hours, he shall be paid evening shift premium pay for all hours worked on the evening shift.

51. *Day Shift Employees Not To Receive Shift Premium for Overtime Hours*

Shift men, who are scheduled to work on the second shift (normally extending from 4 p. m. to 12 midnight) shall receive a shift premium of \$0.04 per hour for all hours worked on such shift, and "shift men" who are scheduled to work on the third shift (normally extending from 12 midnight to 8 a. m.) shall receive a shift premium of \$0.06 per hour for all hours worked on such shift. "Day men" (normally daylight schedule being from 8 a. m. to 5 p. m.) shall receive no shift premium payment during their regular scheduled hours of work and if required to work beyond their regular quitting time or called out for work outside of their regular scheduled daylight hours under conditions requiring time and one-half overtime payment or "call-out" payments, no shift premium payment will be due for hours worked after regular quitting time, provided that any employee who is given a regular schedule of work hours starting during the normal daylight schedule and extending after 5 p. m. will receive shift premium of \$0.04 per hour for all hours in his regular schedule worked after 5 p. m.

52. *Day Shift Employee Paid Differential for Overtime Hours in Excess of Four*

An employee regularly scheduled for the day shift who completes his regular 8-hour turn and continues to work into the afternoon shift in excess of 4 hours shall be paid the afternoon shift differential for all hours worked in excess of 4 on the afternoon shift.

53. *Third Shift Employees To Receive Shift Premium for Hours Before and After Their Regular Shift*

An employee on the third shift who works extra hours before the start or after the end of his regular shift shall receive the third shift premium for all hours worked.

Shift Schedules and Assignments

Shift scheduling is often complicated, and the details are frequently excluded from the agreements. Many agreements, however, have provisions intended to minimize the inconvenience of abnormal working schedules. For example, some of them require that shifts be rotated at specified intervals, so that all workers will take their turns at night

work. Others provide for rotation by majority vote of the workers affected. Still others provide that both parties shall work out a plan whereby shifts may be rotated. Some agreements require that the union be given advance notice of changes in the starting and stopping time of shifts, and in some cases, changes may be made only by mutual agreement. (For illustrative clauses regarding establishment and changes of working hours, see chapter 1, Hours of Work, pp. 8-12.) The number of hours off between shifts and frequency and continuity of days off are sometimes specified in order to insure the workers of adequate rest between work periods.

Choice of shift in accordance with seniority is frequently permitted where fixed schedules are the rule. Exceptions to this practice are sometimes allowed so that older employees may be required to work with younger employees for training purposes or to maintain highest efficiency. Employees may also be allowed to exchange shifts temporarily, for their own convenience. This is done usually after receiving the consent of management, provided the change does not cause overtime payments or other additional cost to the company.

54. *No Change in Shift Hours Without Mutual Agreement*

Shifts shall not be required to start at other than their regular starting time except when necessary to maintain continuous production or in case of emergency. Otherwise, only by negotiations between the company and the union may the present schedules of shifts and hours of work be changed during the life of this agreement.

55. *If Multishift Operations Necessary, Schedule of Hours Set by Mutual Agreement*

In the event the company deems it necessary to have more than one (1) shift, hours of work for all shifts will be set by the company in agreement with the union.

56. *Shift Assignments Based Upon Requirements of Employer's Business*

Nothing herein contained shall be construed as limiting or preventing the employer from determining what shift or shifts any of the said employees shall work provided such action shall not be arbitrary but shall be based upon the needs and requirements of the business of the employer.

57. *Choice of Shift in Accordance With Seniority*

When more than one shift is operated in a department, seniority will govern preference of shifts within the department.

When an employee desires to change shifts his steward will notify the foreman in writing. The employee shall continue on his shift for 1 week and transfer will be made on the next week end provided there is an employee with less seniority whom he can replace.

In the event operating conditions require the transfer of employees from one shift to another, the company will first transfer employees working on the job involved who have indicated a preference to change shifts. If additional employees are needed those with least seniority who are qualified to do the work involved will be transferred.

58. *Transfers From Third to Second to First Shift in Accordance With Seniority*

Shift transfers: Vacancies which may occur in any operation which is operated on a shift basis shall be filled by employees in accordance with their seniority rating as follows:

Should a vacancy occur on the first shift, the worker on the second shift having the highest seniority for that operation who desires to make the transfer shall be assigned to the job;

Should a vacancy occur on the second shift, the same procedure shall be followed, and the assignment shall be made from amongst the third-shift workers;

The order in cases of shift transfer shall be from the third shift to the second shift to the first shift.

59. *Senior Employee Given First Chance at Vacancy on Day Shift*

When a vacancy occurs on the day shift, notice must be posted, and the night man with the most seniority on same job be given the opportunity to accept said job. The night man's job should be filled before the transfer is made.

60. *Senior Employees To Have Precedence Over New Employees for Vacancies on Day Shift*

The company agrees that newly hired employees will not be assigned to vacancies on the day shift if a senior employee on either night shift has applied for assignment to the day shift and is capable of performing the job in question.

61. *Day Workers Given Preference Over New Employees for Night Work*

Day workers must be given the opportunity to do night work if they so desire in preference to new employees, if the old employees are qualified to perform the work.

62. *Seniority Disregarded if Transfer to Day Shift Necessary for Employee's Health*

If on a regularly scheduled shift an opening develops, before a new employee is hired for such opening the employees in the same occupation working on a different shift shall, on the basis of seniority, have an opportunity to transfer to such shift to fill said opening; provided, however, that no employee may make more than one such change of shift within a six (6) months' period.

If an employee working on the night shift can demonstrate to the satisfaction of the company and the union that he is sick and that night work is harmful to his health, the company and the union may by mutual agreement suspend the operation of the preceding paragraph with respect to such employee so as to permit such employee to be transferred to the day shift regardless of his seniority status.

63. *Shift Preference Not Applicable in Temporary Transfers Necessitated by Absence of Regular Employees*

Vacancies which may occur in any operation which is operated on a shift basis shall be filled by employees in accordance with their seniority ratings as follows: Should a vacancy occur on the first shift, the worker on the second shift having the highest seniority for that operation who desires to make the transfer shall be assigned to the job; but if no one on the same occupation on the second shift requests a transfer to fill the first-shift vacancy, then the employee with the highest seniority on the third shift shall upon his request be transferred to fill the first-shift vacancy; should a vacancy occur on the second shift, the same procedure shall be followed, and the assignment shall be made from amongst the third-shift workers. The order in cases of shift transfers shall be from the third shift to the second shift to the first shift. Each employee desiring to

be transferred from one shift to another shall notify his overseer of such desire, and each overseer shall keep a permanent list by operation of the employees desiring to make such transfer. After the transfer has been offered to all on the list, vacancies may be filled from any source. The provisions of this section shall not apply to temporary employment or transfer made necessary by the absence of regular employees of the first or second shifts.

64. *Choice of Shift Not Allowed on Rotating Shift Operations*

Choice of shifts, but only on work which normally constitutes the daily task of the employees involved, shall be accorded employees in relation to their unit seniority, except on work where the skill and experience of certain individuals are necessary for the proper processing of the products, the operation of a department or the plant. It is also understood that the choice of shifts provided for in this section shall not apply in the case of rotating shift operations.

65. *Senior Employees To Have Shift Preference Unless Experienced Workers Needed for Particular Shifts*

In assigning employees to shifts, the older employees under ordinary circumstances will be given preference; however, when it becomes necessary to strengthen a particular shift due to unusual conditions which might arise due to increased production schedules or shortages of adequately trained manpower, supervision shall select and request experienced employees to work such shift.

66. *Exceptions Made To Shift Preference if Necessary To Train New Employees*

Employees with the longest job seniority rating shall be given preference with respect to first-shift work over second- and third-shift work. When necessary, in order to train new employees, exceptions shall be made by mutual agreement.

67. *New Employees Trained on Any Shift, Then Assigned Regular Shift on Basis of Seniority*

New employees on a job may be assigned to any shift for a period not to exceed 2 months for training purposes. At the end of this training period, they shall be placed on a shift to which their seniority on a job entitles them.

68. *Day Shift Employees Not Required To Work Night Shift Any Longer Than Is Necessary To Train New Employees*

No regularly assigned day shift employee shall be required to work night shift any longer than is required to train new employees for night work. Employees transferred to the night shift shall be so transferred with the mutual consent of the shop committee and the company.

69. *Shift Preference Limited to Employees with Minimum of 1 Year's Service—*

Employer not required to make shift transfers in any 1 month affecting more than 5 percent of the employees on each shift having 1 year or more of service.

Employees shall work at the occupation, in the department and on the shift to which they are assigned and transfer questions relative to shift transfer shall not be subject to the grievance procedure if the employee has less than one (1) year of service with the employer. With due regard to the production problems of the employer, shift preferences will be given to qualified employees having the greatest seniority in the department among those having one (1) year or more of service and at least three (3) months on their code at the time the shift-transfer is requested, provided, however, the employer will not be required to make shift transfers in any 1 month affecting more than 5 percent of those in a department on each shift having one (1) year or more of service and that em-

ployees who are at, or above the qualifying rate are available on the same code and may be required to replace the employees transferred off a shift. A qualified employee, as defined above, may exercise this prerogative once during the term of this agreement.

70. *Right To Shift Preference Not To Be Exercised More Than Once a Year*

Preference of shift shall be by seniority within the same job classification by departments, but an employee shall not have preference of shifts more than once every year.

71. *Shift Preference To Be Negotiated by Local Union and Management*

Shift preference shall be a subject for local negotiations between the local union and the respective division or plant.

72. *Shift Preference for Union Officers*

All employees waive their shift preference rights in favor of the duly elected officers (executive board) of the union during the term of their office.

73. *No Employee Compelled To Work More Than 1 Year Continuously on Night Shift*

In the assignment of working hours, operators senior in point of service shall be given the privilege of working regular day shifts and no operator shall be compelled to work more than 1 year continuously on night shift.

74. *Day Shift Employees Transferred to Other Shifts Are Returned to Former Positions if Other Shifts Discontinued*

It is further likewise agreed that all regular day-time employees taken from the day shift and placed on the second or night shift, shall be restored to their regular position on the day shift when and if the second or night shift is discontinued.

75. *Night Workers May Exercise Seniority for Jobs on Day Shift If Night Shift Discontinued*

Employees working on a night shift shall have the right to exercise their seniority on day crew, provided the night shift has been discontinued.

76. *Shift Rotation Required*

Where employees work on shifts, there shall be rotation thereof.

77. *Shift Rotation Required When Possible*

All employees performing shift work shall rotate when possible between day, evening, graveyard, and spot shifts. The determination, however, of the shifts upon which particular employees shall work at a given time and the manner of rotation between shifts shall be left to the company.

78. *Weekly Rotation of Shifts*

Where employees work on shifts, there shall be rotation thereof each calendar week, subject to legal restraint and mutual agreement.

79. *Rotation Every 2 Weeks*

Workers, male or female, employed in any branch of ——— division or any other department or branch working two shifts or more, shall not be required to work on the night shift longer than 2 weeks when these workers may, upon request, be changed for the same length of time on day shift.

80. *Rotation Every 2 Months*

Operating shifts will be rotated at least every 2 months.

81. *First and Second Shifts Rotate; Third Shift Fixed*

In departments where the company is operating more than one shift, all employees on the first and second shifts shall alternate shifts. The third shift shall be a fixed shift and employees on this shift shall not alternate with employees on the first and second shifts.

82. *Rotation Determined by Vote of Employees Affected*

Periods of rotation for each (shift) may be determined by majority vote of the employees affected.

83. *Rotation by Mutual Agreement*

Rotation of shifts shall be determined by the members of the building or unit, whichever the case may be, with mutual agreement of management.

84. *Rotation at Option of Company but Steward To Be Notified of Changes in Shift Hours*

The company shall retain its right to operate rotating shifts as may, in the company's best judgment, be necessary for maximum production. If a change is to be made in shift hours, the department steward will be informed as soon as possible.

85. *Premium Payment If Night Shift Not Rotated*

Employees who work on a nonrotating night shift shall be entitled to a premium pay of ten (10) cents per hour.

86. *Minimum Interval of 8 Hours Between Shifts*

Regardless of the number of hours worked on any one shift, an employee shall not be required to report for work on the next succeeding shift without at least an eight (8) hour rest period. If less than eight (8) hour rest period is granted, time and one-half will be paid for all hours worked up to the time when the eight (8) hour rest period would have ended, except where changes of shift are requested in writing by employees for their own convenience.

87. *Minimum Interval of 16 Hours Between Shifts*

The company will not post shift schedules or make shift schedule changes with less than a sixteen (16) hour lapse between the beginning thereof and the end of the previous shift unless consented to by the employee or employees involved in the presence of a shop steward.

88. *Interval of 16 Hours Between Shifts, 48 Hours Between Workweeks*

Boiler room employees working swing shifts on continuous processes (where the regular Monday to Friday workweek is at present impractical) shall be allowed a sixteen (16) hour continuous rest period at the end of the regular shift and a forty-eight (48) hour continuous rest period at the end of their regular weekly forty (40) hour schedule. Work done by employees during their regular rest period shall be paid for at the rate of time and one-half.

89. *Employees Permitted To Exchange Shifts if Supervisor Consents and There Is No Additional Cost to Company*

Shift employees shall have the privilege of exchanging shifts by individual arrangement provided (1) their supervisor's or foreman's consent is obtained and (2) the change can be accomplished without additional cost or penalty to the company.

90. *Shift Exchange Must Be Approved by Supervisor and Steward*

Arrangements may be made by individual employees who are in accord to exchange shifts providing written agreement between them is presented in advance to the supervisor and union steward for their approval.

91. *Shift Exchange Permitted Under Specified Conditions*

With the approval of the department head, employees may exchange shifts by mutual agreement for their own convenience; provided,

1. The two (2) employees are on the same job classification;
2. The employees make written request (except in an emergency the arrangements may be made orally and confirmed in writing the following day);
3. The exchange of shifts does not result in either employee receiving overtime compensation.

92. *Shift Exchange Not To Violate Applicable Laws or Governmental Regulations*

With the consent of their immediate supervisor, shift employees shall have the privilege of exchanging shifts within the same workweek, by individual arrangement, provided the change can be accomplished without additional cost to the company and without violation of any applicable laws or governmental regulations.

93. *Shift Exchange Must Be for Minimum Period of 30 Days*

Employees working in the same occupation in the same department may "swap" shifts for a period of not less than thirty (30) days if they so desire upon approval of the foreman.

CHANGES IN SHIFT ASSIGNMENT

Since the efficiency and home life of the workers are likely to be disrupted by frequent and abrupt transfers from one shift to another, agreements often place some restriction on such practices. The employer may be required to give the employee a specified period of notice before transferring him to another shift, or to pay him overtime for the period of notice, unless such transfer is in accordance with a regular rotating schedule. In a few cases, employees cannot be changed from one shift to another without their permission. Some agreements require that employees be given time and a half or other premium pay for one or more days immediately following transfer to another shift. Other agreements require that employees be reimbursed for time lost because of shift changes or that they be permitted to make up time lost because of such changes.

94. *No Shift Transfers Unless Agreed to by the Employees Affected*

Members of the party of the second part shall not be transferred from one shift to another shift unless such transfer is agreed to by the members affected.

95. *No Transfer to Night Shift Without Mutual Consent of Company and Union*

Employees transferred to the night shift shall be so transferred with the mutual consent of the shop committee and the company.

96. *Day Worker Not To Be Coerced To Transfer to Night Shift*

There shall be no coercion or intimidation to force any day worker to work after 6 p. m. or to transfer to a night shift.

97. *One Week's Notice of Shift Transfer*

A man shall not be transferred from one shift to another except upon 1 week's notice.

98. *Advance Notice Except in Emergency Cases*

In the event the company contemplates any changes in work which would require individual employees or groups of employees to be changed from one shift to another shift, the company shall notify the employees involved at least forty-eight (48) hours in advance of such time for such change by posting the names of such employees upon the company's bulletin board except in the case of emergencies.

99. *Advance Notice of Change in Shift or Premium Pay in Lieu of Notice*

Employees transferred from day shift to night shift, or vice versa, shall be given twenty-four (24) hours' notice or shall be paid overtime for the first shift so worked. Changes of shift shall not result in any loss of time to the employee and when an employee is transferred from one shift to another with the requisite twenty-four (24) hours' notice and where the transfer is for more than one shift, no overtime pay shall be required.

100. *Premium Pay for First 3 Days When Shift Changed*

Maintenance men changed to do maintenance work on another shift, if changed for three (3) days or less shall receive time and one-half for each hour worked. If the change is for more than three (3) days, they shall receive time and one-half for the first three (3) shifts. All subsequent shifts worked shall be paid for at straight time. When a man returns to his regular shift, no overtime shall be paid.

101. *Double Time Paid if Employee Transferred for One Shift Only*

When an employee is transferred from one shift to another for one shift only, he shall be compensated at overtime rate which is double time. In all cases of transfer the employee affected shall have a minimum rest period of eight (8) hours between shifts.

102. *Time and One-Half for First 4 Hours, Double Time Thereafter, When Employee Transferred for One Shift Only*

When an employee is transferred from one shift to another, for one shift only, he shall be compensated at overtime rate which is time and one-half, for the first four (4) hours and double time thereafter. In all cases of transfer the employee affected shall have a minimum rest period of eight (8) hours between shifts.

103. *Night-Shift Employees Transferred Temporarily to Day Shift Continue To Receive Night Premium*

Day shift employees who shall be transferred temporarily to the night shift shall be paid the regular night premium. Night shift employees who shall be transferred temporarily to the day shift shall receive the regular night premium. A temporary transfer shall not exceed four (4) weeks.

104. *No Premium Pay if Shift Change at Employee's Request*

Premium pay will not be paid because of changes in shift made for the convenience of employees involved and at their request.

105. *No Premium Pay for Shift Change if Made in Accordance With Established Rotating Schedule*

To facilitate the rotation of shifts, a change in shift may be made with only 8 hours off between leaving one shift and returning to the next shift. Such changes shall not result in overtime pay if they are made in accordance with an established rotating schedule.

106. *Reimbursement for Time Lost Because of Shift Changes.*

If, in any workweek, an employee, as a result of a shift change permitted or required by the company, is not permitted or required to work the number of hours in the then established weekly working schedule, he will be reimbursed for time lost as a result of such shift change.

107. *Employees Permitted To Make Up Time Lost Because of Shift Changes*

When an employee loses time as a result of shift changes or changes in hours initiated by the company, the company will, where practicable, permit the employee to make up the time lost at his regular straight rate.

Shift Relief

If continuous operations are being maintained, a shift worker usually must remain at his post until his relief mate reports to take over the responsibility of the job or until the company is able to obtain a substitute. A worker who is not relieved therefore may be required to work for two consecutive shifts. In some cases, he must work the extra shift at regular instead of overtime pay, unless the company has been notified in advance that the relief man will not report and the company has failed to obtain a replacement. Some agreements provide that if the relief worker does not appear, the employer must either provide meals or see that meals are supplied to the worker who is kept on duty. (For illustrative clauses regarding meal periods and furnishing of meals, see chapter 1, Hours of Work, p. 18.)

108. *Shift Worker Not To Leave Job Until Relieved*

No shift employee shall leave his job until properly relieved.

109. *Employee May Be Required To Work Extra Shift if Relief Man Fails to Report*

In any event if a shift worker does not report for his regular shift, his mate shall notify the foreman. He shall then remain at his post until a substitute is secured, and, if necessary, he shall work the extra shift.

110. *Employee Not To Work More Than Two Successive Shifts Without Relief*

No hourly employee shall be required to work more than two successive shifts without relief.

111. *Shift Employee To Remain at His Post and Receive Overtime Compensation if Relief Man Fails to Report*

If a shift employee's relief fails to show up, such shift employee shall remain at his post until relieved. All shift employees will be paid time and one half for all work performed:

- (1) For consecutive hours worked in excess of 8, or
- (2) For hours worked in excess of 8 in any 1 day, or
- (3) For hours worked in excess of 40 in any 1 week.

112. *No Premium Pay for Shift Employee Working Overtime Unless Company Notified in Advance that Relief Man Unable To Report*

When a shift man is obliged to remain on the job because of the relief man being late such employee will not draw overtime beyond his schedule unless the company has been notified six (6) hours in advance that the relief man is unable to report for duty.

113. *Relief Man Forfeits Right To Work Shift if Tardy and Replacement Has Been Called*

Whenever a relief man is late and the foreman has called a man to come out to replace the relief man, this automatically cancels the late man's right to work that shift or his right to make it up without the company's consent.

Split Shifts

Workers generally dislike split shifts because of the spread of time during which they are liable for duty and because of the inconvenience of traveling back and forth to work more than once a day. Many agreements prohibit split shifts or permit them only in emergencies. Without expressly referring to split shifts, some agreements in effect prohibit them implicitly by stipulating that the hours of work shall be continuous and consecutive. However, the daily operation of some industries—urban passenger transportation and restaurants, for example—is characterized by two or more peak periods with relatively little interim activity. Agreements in such industries usually permit the splitting of shifts, but regulate the number of splits permissible and the length of the spread of hours. For example, only one split in a shift may be permitted, the shift to be completed within 12 hours. Under some agreements, employees working broken hours receive a wage rate differential over and above the regular rate of pay.

114. *Split Shifts Prohibited*

There shall be no split shifts.

115. *Hours Worked To Be Continuous*

The hours of work in each shift shall be continuous.

116. *Hours Worked To Be Continuous Except for Rest and Lunch Periods*

Eight hours shall constitute a day's work, and shall be consecutive, except for rest and lunch periods.

117. *No Split Shifts Except in Case of Emergency or by Mutual Agreement*

There shall be no split shifts, except in case of emergency break-down, or where mutually agreed upon between the employer and the union. This means that each employee shall work the hours of his shift continuously, except for mealtime, which mealtime shall not exceed 1 hour.

118. *No Split Shifts on Sundays and Holidays*

All regular runs on Sundays and holidays shall be straight, that is with no time between the scheduled pieces of work that is not paid for.

119. *Only One Split Permitted in a Shift*

Eight hours within twelve with one split only shall constitute a day's work.

120. *Shift Not Completed Within Nine Consecutive Hours Considered a Split Shift*

There shall be no split shifts (work not done within nine (9) consecutive hours shall be deemed a split shift).

121. *Eight-hour Workday To Be Completed Within Eight and One-half Consecutive Hours*

The regular workday shall consist of eight (8) hours and shall be worked within eight and one-half (8½) consecutive hours.

122. *Restriction on Spread of Hours When Split Shifts Worked*

At stations where the spread of hours between schedules necessitates establishment of split shifts, the company may assign station employees to two separate periods of duty with one off-duty period within a spread of twelve (12) hours, where regular assigned hours are eight (8) hours per day; where less than eight (8) hours, the two separate periods of duty are to be within spread of ten (10) hours. At the request of the association the elapsed time of specified shifts will be reduced whenever possible.

123. *Specified Proportions of "Runs" To Be Continuous or Completed Within Designated Spreads of Time*

It is agreed that all regularly scheduled service to the public shall be made into one of the following kinds of runs:

A. At least 30 percent of all day runs shall be straight through (no spread time).

B. At least another 15 percent of all day runs shall be completed within nine consecutive hours.

C. At least another 30 percent of all day runs shall be completed within 10 hours and 30 minutes, consecutively.

D. At least another 10 percent of all day runs shall be completed within 11 hours and 30 minutes, consecutively.

E. The remainder of all day runs shall be completed within 12 hours and 30 minutes, consecutively.

F. All night runs shall be straight through runs. A night or relief run is defined to be any run completed after 8 p. m.

124. *Hourly Premium for Split Shift*

Split-shift elevator operators, and those who are required to work irregular hours, which necessitates their taking both lunch and dinner downtown, and operators whose work is all or in part between the hours of 8 p. m. and 6 a. m., shall be paid at least 5 cents per hour more than the regular hourly wage paid in the office buildings in which they are employed.

125. *Daily Premium for Split Shift*

Any employee working a split shift shall receive one (1) dollar extra per day.

126. *Eight Hours' Pay for 7 Hours' Work If Shift Split*

Split shifts shall be worked within a 12-hour period and only 7 hours' work at 8 hours' pay.

127. *Carfare Paid Employees Working Split Shifts*

A carfare payment of 20 cents shall be made to an employee for each day on which she works at least part of both sessions of a morning-evening tour ("split tour") provided she lives beyond a half-mile radius from the central office in which she works on that day and provided further that local public transportation is available.

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