

COLLECTIVE BARGAINING PROVISIONS
Discharge, Discipline, and Quits;
Dismissal Pay Provisions

Bulletin No. 908-5

UNITED STATES DEPARTMENT OF LABOR

L. B. Schwellenbach, *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., May 12, 1948.

The SECRETARY OF LABOR:

I have the honor to transmit herewith a report on discharge, discipline, and quits, and dismissal pay provisions in collective bargaining agreements. The report consists of two chapters: (1) Discharge, Discipline, and Quits, and (2) Dismissal Pay Provisions, and is based on an examination of collective bargaining agreements on file in the Bureau. Both chapters were prepared by and under the direction of Abraham Weiss in the Division of Industrial Relations, Boris Stern, Chief. Clara T. Sorenson assisted in the preparation of the first chapter and Howard Bloom in the second.

EWAN CLAGUE, *Commissioner.*

Hon. L. B. SCHWELLENBACH,
Secretary of Labor.

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Preface

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

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

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

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

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

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

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

An index of all the contract clauses quoted, with a brief description of each clause, is appended to each report.

This report, dealing with provisions covering discharge, discipline and quits, and dismissal pay, is the fifth in this Collective Bargaining Provisions series. The bulletins already published are as follows:

No. 908-1 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.

*Bulletin No. 908-5 of the
United States Bureau of Labor Statistics*

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Collective Bargaining Provisions

Discharge, Discipline, and Quits; Dismissal Pay Provisions

CHAPTER 1.—DISCHARGE, DISCIPLINE, AND QUILTS

The right of an employer to discharge his employee or the right of an employee to quit his employer is seldom questioned in collective bargaining agreements, although in practice the right to discharge has been restricted to a considerable extent so as to afford employees protection against discriminatory and unjust actions. Such provisions may prohibit the employer from discharging employees except for "just cause" or for specific reasons enumerated in the agreement: The employer may have to give advance notice of intent to discharge and a statement of reasons for his action; union-management negotiations, or even union consent, may be required prior to the discharge; provisions may be made for appeal of the discharge, either through the regular grievance machinery or through a procedure set up especially to handle discharge cases; finally, the employer may be required to reinstate with back pay employees discharged without sufficient cause.

These restrictions on the employer's discharge power are an indication of the concern with which workers view discharge. To the worker, it means the loss of wages or his sole source of income until he can obtain another job, and some agreements, therefore, require the payment of a severance allowance to discharged workers. It is often a blow to his self-esteem, and may handicap him in finding other employment. Management, too, finds discharge costly in certain respects although it is a potent weapon for maintaining authority. Discharges sometimes precipitate strikes or cause the fellow employees of the discharged worker to develop a hostile attitude toward the employer. New employees must be trained to replace discharged workers and this is often costly in time and money.

Disciplinary action short of discharge is often specified for first offenses or for minor infractions of rules. Such discipline usually consists of warning reprimands, or suspension without pay.

Restrictions on the right to quit are less frequent and less severe than restrictions of the right to discharge. Usually, such provisions merely

require that the employee give a specified period of advance notice, with penalties in some cases for failure to give the required notice, in order that the employer may have an opportunity to obtain a replacement before he leaves. Employees who quit their jobs generally forfeit all rights such as seniority, pensions, and severance pay. In some cases, employees are allowed pay for vacations for which they are eligible but have not taken prior to quitting.

Cause for Discharge

The only legal restrictions on an employer's right to discharge are Federal and State labor relations acts which prohibit discharges for union activity or membership. The Selective Service Act also stipulates that veterans may not be discharged without cause within one year after reinstatement. Few agreements, however, specifically affirm the employer's exclusive right to discharge; in most cases, discharges may be made only "for cause." Since the term "cause" is subject to varying interpretations, agreements often list specific actions which constitute grounds for discharge. Frequently mentioned are incompetence, insubordination, violation of company rules or the terms of the collective bargaining agreement, persistent tardiness, absence without permission or notice, dishonesty, intoxication, and participation in unauthorized work stoppages. A distinction is sometimes made between actions justifying immediate discharge and those in which discharge must be preceded by a warning reprimand, suspension or some other form of disciplinary action.

Agreements which permit discharge for violation of shop rules usually state that the rules are to be posted, or distributed to employees, or that no changes may be made without advance notice to the union and employees. In some cases the union may be expressly empowered to assist in the formulation of these rules or to give consent to those issued by the management.

If union membership is a requisite for employment, discharges may be made for failure to maintain membership. In such cases, the union may be required to assume responsibility, financial or otherwise, if a government labor relations board or court reverses the discharge and orders reinstatement of the employee affected.

Requirements that discharges be made only for cause generally do not apply to temporary and probationary employees, and such employees may be discharged at will. In the construction industry, where jobs are usually of short duration, agreements generally contain no restrictions on discharge.

Sickness is often ruled out as a cause for discharge, unless the employee's health is impaired to the extent that he is unable to perform his

duties properly. Likewise, some agreements prohibit discharge for accidents, except those caused by the negligence of the employee involved. Other agreements forbid discharge or other forms of discrimination for union activity or membership even though the Labor Management Relations Act of 1947 furnishes such protection to workers engaged in production affecting interstate commerce.¹

Additional restrictions on the employer's exercise of his discharge power are found in a few agreements which specify that employees may not be discharged while on vacation, or that discharges may be made only at the end of a shift or workweek.

1. *No Restriction on Employer's Right to Discharge*

The employers reserve the right to exercise their discretion in the laying off and discharge of their employees.

2. *Exclusive Right of Company to Discharge for Just Cause*

The company has the exclusive right to discharge any employee for just cause.

3. *Full Discharge Power Vested in Company But "Reasonable Rights" of Employees Considered*

Full power of dismissal and maintenance of discipline shall remain with the company, it being specifically understood and agreed, however, that this power shall be properly exercised with considered judgment and due regard to the reasonable rights of the employees.

4. *Disciplinary Action, Including Discharge, for Violation of Specific Rules*

To assure continuous and successful operation of this plant, certain rules and policies of the company may not be violated by its employees. Infraction of certain basic rules by an employee will be considered just cause for disciplinary action, including discharge. These rules are:

- (a) Violation of the rule regarding narcotics and liquor.
- (b) Insubordination.
- (c) Smoking in prohibited areas in the plant.
- (d) Deliberate destruction or removal of company's or other employees' property.
- (e) The service upon the company of a notice of garnishment of the wages of an employee, unless such employee shall establish to the satisfaction of the company that the alleged debit upon which garnishment is based, is not justly due.
- (f) Sleeping on the job.
- (g) Being involved in horseplay or scuffling endangering other employees.
- (h) Failure to report for duty without giving the company a bona fide excuse for absence.
- (i) Reading books or magazines not required in the line of duty.
- (j) Failure to observe warning and instruction signs on the plant premises.
- (k) Violation of company rules and regulations shall be deemed just cause provided that such rules and regulations are posted in a conspicuous place where they may be read by all employees or copy thereof is furnished employees, and provided no changes in present rules nor additional rules shall be made that are inconsistent with this agreement.

¹ Section 8 (a) (3) of the Act.

5. Causes for Discharge Not Limited to Causes Listed

The company may discharge an employee for just cause including, but not being limited to, the following:

Willful disregard of or refusal to comply with general factory rules, dishonesty, incompetence, inefficiency, insubordination, intoxication, pilferage, doing work in a negligent manner, spoiling work, damaging machinery or equipment, misstatement on application, engaging in a strike or work stoppage, sabotage, picketing, refusal to perform work assigned, or failure to abide by the terms of this agreement.

6. Discharge for Violation of Company Rules or Union Constitution

Employees violating rules of the company or the constitution of the international union shall be subject to discharge.

7. Discharge for Violation of Present Company Rules and Future Rules Adopted by Mutual Agreement

No employee shall be discharged without just cause. Violation of any of the company rules or any of the provisions of this agreement shall be automatically just cause. Just cause, however, shall not be limited to such type of violation.

Shop rules as attached hereto are to be part of this agreement, as well as such future shop rules as may be adopted by the company after agreement with the union.

8. New Rules To Be Discussed With Union Before Adoption

All new rules and regulations for the breach of which an employee may be discharged shall be discussed with the union before adoption.

9. Discharge Without Notice for Specified Causes; Discharge After Warning for Other Offenses

In order that the rights of each employee in respect to discipline and discharge may be fully safeguarded, the company will adhere to the following procedure:

Discharge Without Notice:

1. Violation of any law. Special attention is called to the following:

(a) Carrying concealed weapons; fighting or attempting bodily injury to another; drunkenness; conduct which violates the common decency or morality of the community; stealing; malicious mischief which results in the injury or destruction of the property of other employees of the company.

(b) Violation of common safety rules which endangers the safety of fellow employees.

(c) Violation of rules governing employees in the repairing or oiling of moving machinery.

(d) Smoking or having open lights or fires within prescribed limits where such practice is forbidden.

(e) Failure to report immediately accidents or personal injuries to proper authorities.

(f) Falsifying or refusing to give testimony when accidents are being investigated, or making false statements when applications and physical examinations are being made.

(g) Insubordination (including refusal or failure to perform work duly assigned). Use of profane or abusive language toward fellow employees or officials of the company.

(h) Absence from duty without notice to and permission from the foreman or superintendent, excepting a case of sudden sickness or some other cause beyond the control of the employee.

- (i) Harboring a disease which may endanger through carelessness the health of fellow employees.
- (j) Changing assigned working places without permission. Prowling about the premises without justifiable reasons.
- (k) Willful neglect in care of, or use of, company property.
- (l) Obtaining material at storehouse or other assigned places on fraudulent orders.
- (m) Sleeping while on duty.
- (n) Introduction, possession or use of intoxicating liquors on the property of the company.
- (o) Habitual use of habit-forming drugs or their introduction or possession on the property of the company.

Discharge After Warning :

For other offenses not noted above and including the following : (An employee shall not be discharged without first having been notified that a repetition of the offense will make him liable to dismissal).

- (a) All employees shall, during working hours, devote themselves diligently to their assigned duty.
- (b) All employees shall perform their duty in a competent manner.
- (c) All employees must carry out the instructions of foreman or forelady in charge of the department.
- (d) Employees shall at all times so conduct themselves toward their fellow employees as to make for peaceful and hearty cooperation, which will aid in building up general efficiency of every department in this plant.
- (e) The company reserves the right to exercise disciplinary measures in case of infringement of working rules when degree of infraction of the rules is not sufficiently serious to warrant discharge.
- (f) Since the company is manufacturing products for human consumption, rules as to personal physical conditions shall be strictly enforced.

10. *Suspended Employee Discharged if He Fails to Leave Company Premises Immediately*

However, it is distinctly understood that an employee must leave the manufacturing premises of the company immediately upon suspension. It is further understood that failure of the employee to do so promptly and in an orderly manner shall in itself be sufficient grounds for the suspension becoming a discharge, regardless of the justice or merits of the suspension itself.

11. *Persistent Tardiness or Other Violation of Working Hours Expressly Recognized as Cause for Discharge*

Strict observance of working hours is required of all employees. Without limiting the company's general right to discipline by discharge or otherwise for justifiable cause, it is expressly recognized that employees who persistently are late for work or leave before quitting time or otherwise violate working hours may be disciplined by the company by suspension, loss of seniority or discharge.

12. *Intentional Violation of Agreement Cause for Discharge*

Any employee who shall wilfully or intentionally violate any part of this agreement shall be subject to dismissal, when proven to have done so.

13. *Three Reprimands Within Year's Period Subjects Employee to Discharge*

Three written reprimands within one 12-month period shall be considered just cause for dismissal.

14. Profanity, Fighting, and Absenteeism Cause for Discharge

The firm and the union agree that profanity and fighting among operators will not be tolerated, the firm and the union agree to cooperate in an effort to dismiss or discharge any employee who violated this portion of this agreement. Operators are required to come to work on time, and remain at work until the regular quitting time. Continued absence will not be tolerated, operators who are continually absent without good reason shall be subject to dismissal.

15. Consistently Poor Work Subjects Employee to Dismissal

It is understood between the parties that maximum footage is to be obtained from all skins and that all work done thereon shall be of a standard approved by the company. Consistent poor work not up to the standards set by the company shall subject the employee performing such work to dismissal.

16. Failure to Maintain Approved Production Standards After Three Warnings Cause for Discharge

Employees who fail to maintain any approved production standards four times in any 6 months' period (January 1, to June 30, both inclusive, or July 1, to December 31, both inclusive) shall automatically be terminated or disqualified according to clauses 4, 5, 6, 7 and 8.

(4) If an employee working in his or her regular department fails to maintain any of the approved production standards, a written "first warning notice" shall be issued in duplicate and given to the chairman of the union standards committee who will talk to the employee advising that three more failures to maintain production standards within the 6 months' period will result in dismissal. The original copy of the warning notice must be signed by the chairman of the union standards committee and returned to the production office. The duplicate copy is to be retained by the chairman of the union standards committee.

(5) If an employee working in his or her regular department fails to maintain any of the approved production standards a written "second warning notice" shall be issued in duplicate and given to the chairman of the union standards committee who will talk to the employee advising that two more failures to maintain production standards within the 6 months' period will result in dismissal. The original copy of the warning notice must be signed by the chairman of the standards committee and returned to the production office. The duplicate copy is to be retained by the chairman of the union standards committee.

(6) If an employee working in his or her regular department fails a third time to maintain any of the approved production standards within a 6 months' period a written "final warning notice" shall be issued in duplicate and given to the chairman of the union standards committee who will talk to the employee advising that one more failure to maintain production standards within the 6 months' period will result in dismissal. The original copy of the warning notice must be signed by the chairman of the standards committee and returned to the production office. The duplicate copy is to be retained by the chairman of the union standards committee.

(7) The fourth time an employee, working in his or her regular department, fails to maintain any approved production standards he or she will automatically be dismissed.

(8) Employees who are temporarily transferred to another department and who, after working 5 days in the department transferred to, fail to maintain any approved production standards four times within a 6 months' period (January 1, to June 30, both inclusive, or July 1, to December 31, both inclusive), shall be governed by clauses 3, 4, and 5, except the penalty will be "disqualification from the department" instead of "dismissal."

17. *Company Right to Discharge Employee Habitually Requiring Make-Up Pay*

In case a worker habitually requires make-up pay in a job classification in which there is a proven or provable rate, as provided in paragraph above, then such employee shall be deemed inefficient, and the company shall have the right of discipline, including discharge.

18. *Union-Management Negotiations Prior to Discharge for Poor Work*

No employee may be discharged for poor work until shop committees and union representatives shall have been called in to settle the dispute. The employee affected shall continue to work until the dispute is settled pursuant to the grievance procedure of the written contract, but in no event shall he continue to work beyond a period in excess of three (3) days after notification if no attempt is made by the union to settle the dispute.

19. *Employer to Judge Competency*

The employer reserves the right to discharge any person in its employ if incapable or incompetent. The employer shall be the judge of competency.

20. *Specific Proof of Incompetency Required*

Thirty days of employment shall be accepted proof of general competency. A specific act or acts of incompetency must be given a dismissed employee upon demand by himself or the union representative.

21. *Trial Period to Determine Competency*

If in the judgment of the association an employee is incompetent, written notice of intended discharge shall be given to such employee. The notice shall specify the respects in which the employee's work is unsatisfactory. A copy of such notice shall be given the union. The employee and the union shall give a suitable receipt for such notice. Upon the request of the employee, he shall have a trial period of not to exceed 2 weeks after the giving of the notice, within which to perform his or her work to the association's satisfaction. If the work of such employee remains unsatisfactory, he may be discharged by the association. The association may refuse subsequent trial periods for any employee. The association's judgment shall be final upon all the matters specified in this section.

22. *Complaint by Patron Just Cause for Discharge; Not Arbitrable*

The employer has the sole right to direct and control the employees, including the right to lay off, promote and transfer, or to discharge on the grounds of a guest's complaint to the employer, whether such complaint be written or oral, and the same shall not be subject to review, provided that no such action shall be taken because of the employee's union activities or affiliation. Provided, further, that discharges resulting from guest's complaints shall not be subject to arbitration, but management will discuss each such case with union representatives prior to making the discharge final. A discharge, after a probationary period of 6 weeks, upon any grounds other than the complaint of a guest, may be treated as a grievance and shall be subject to review by arbitration as provided in article XIII of the agreement, to determine whether or not the employer had just cause therefor.

23. *No Discharge for Employee Insistence That Agreement Terms Be Observed*

It is agreed that in the employment or discharge of workers, there shall be no discrimination against union workers because of their peaceful and orderly insistence upon strict observance of the terms of this agreement.

24. *Automatic Discharge for Willful Misrepresentation Regarding Chronic or Communicable Diseases*

Willful misstatements or misrepresentations by new employees on employment applications, regarding chronic or communicable diseases, shall be automatic causes for discharge.

25. *Subversive Activity or Conduct Cause for Discharge*

Without limiting causes for discharge to the following or to similar causes, the following are agreed to be proper causes for discharge:

Encouraging, promoting, or participating directly or indirectly in activity or conduct which is subversive to American forms of government, or which is designed to give aid, comfort, or assistance to its enemies (whether or not in time of war) or to promote foreign ideologies or to hinder or obstruct Government (State or Federal) or the armed forces thereof in any defense or preparedness program, or which is otherwise un-American.

26. *Affiliation With Specified Organizations Cause for Discharge*

The company shall be permitted to discharge any employee who, regardless of union affiliations, is proved to be affiliated or sympathetic with any Nazi, Fascist, or Communist organization.

27. *No Discharge Because of Casual Sickness* (The discharge prohibition does not apply if the employee's health is impaired to the extent that he is unable to perform his duties.)

It is agreed that no member of the union shall be discharged for casual sickness but this does not apply to any employee whose health is impaired to the extent of rendering him unable to perform the duties necessary to the position in which he is employed.

28. *Accident Not Grounds for Discharge Unless Employee at Fault*

Discharge in case of accident. No employee shall be discharged solely because of the happening of an accident if physically and mentally capable of continuing his duties after the accident, unless the accident was caused or contributed to by the negligence, carelessness, or malicious intent of the employee.

29. *Restriction on Discharges for Wage Assignments or Garnishees*

An employee shall not be discharged for three (3) or less wage assignments or garnishees in any 12 months' period beginning with the date of this agreement.

30. *Participation in Strike Activity Cause for Discharge*

It is hereby agreed between the parties that, during the life of this agreement, the employer shall have the right to discharge any employee who shall engage in any strike, concerted quitting, suspension, slow-down, or cessation of work, or picketing of the employer's ——— plant.

31. *Refusal to Cross Picket Line Not Cause for Discharge*

"Cause" shall include, but shall not be limited to, a material false statement in an employee's employment application, violation by an employee of a safety rule, continued inability of an employee to meet production standards, failure of an employee to perform his duties to the best of his ability, and fomenting, aiding, abetting, or taking part in any strike against the company, participating in a slow-down, or staging a walk-out or a sit-down, or obstructing or interfering with the orderly or efficient operation of the plant. However, cause shall not include the refusal of an employee to cross a picket line established around this plant by any union.

32. *Restrictions on Discharge of Union Officers*

No officers or members of the union wage committee shall be discharged except for neglect or incompetency or misconduct.

33. *Employee Discharged After Notice of Expulsion From Union*

Should any member of the union be suspended or expelled from the union the employer agrees to take such employee out of service upon notice of the union.

34. *Time Limit on Discharge After Expulsion From Union*

The management agrees to dismiss any employee, who, in accordance with the constitution and bylaws, has been expelled or suspended from the union, within two (2) weeks after written notice of such expulsion or suspension from the union. In the event the employer is of the opinion that the union has unjustly expelled or suspended a member, the employer may protest the matter before the employee is discharged.

35. *Union to Assume Responsibility for Discharge Made at Its Request* (The union must also certify that all rights of trial and appeal provided in the union constitution were granted the member against whom discharge action is sought.)

In the event that the union undertakes proceedings against one of its members leading to a request made to the company that such member be discharged for failure to remain in good standing and failure to be reinstated, the company shall not be required to discharge such employee unless the request of the union is accompanied by duly attested certification that subject member has been afforded all of his rights of trial and appeal provided in the constitution of the international union and that the union will hold the company harmless from the result of any proceedings undertaken by such a member before the National Labor Relations Board of any State or Government body which might result in a reversal of the discharge and a requirement to reinstate due to discriminatory action.

36. *Company Not Required to Make Discharges Requested by Union*

It is further specifically agreed and understood that the company shall not be obligated and required to discharge any employee because of the union's request so to do and that any such request shall be considered as a grievance and disposed of in accordance with the grievance procedure as outlined herein.

37. *Prohibition of Discharge for Union Activity*

The employer shall not discharge or discriminate against an employee for upholding union principles, serving on a committee of the union or any organization affiliated therewith, failing or refusing to purchase stocks, bonds, securities or interest in any partnership, corporation and/or company.

38. *Union Activity Outside of Working Hours Not Cause for Discharge*

No member of the union shall be discriminated against because of union activities nor shall a member of the union be discharged for union activities outside of working hours.

39. *Pro-Union or Anti-Union Activity Cause for Discharge Under Certain Conditions*

Any pro-union or anti-union activity during working hours or on the company premises which shall tend to disrupt harmonious relationship, shall render the employee or employees involved subject to discharge.

40. Probationary Employees Discharged at Will

The company may terminate the employment of probationary employees without limitation by the terms of this agreement and there shall be no responsibility for reinstatement or reemployment of probationary employees if they are discharged or their employment terminated for any reason during their probationary period.

41. Discharge Without Recourse by Employee or Union During Probationary Period

The first four (4) weeks of employment for all new employees shall constitute a trial period, during which trial period such new employees may be discharged without recourse by the employee or the union.

42. Probationary Employee Not To Be Discharged for Union Membership or Activity

A probationary period of three (3) months shall be established for new employees. During said probationary period an employee may be discharged for any reason which, in the opinion of his employer, is just and sufficient; provided, however, that there shall be no discrimination against any employee because of union membership or activities. Should any employee discharged during his probationary period believe himself to have been subjected to such discrimination, he shall have the right to appeal his case to the grievance committee on this issue.

43. Discharge Prohibited During Trial Period of 1 Week

No employee shall be discharged before 1 week's trial, except for dishonesty or intoxication.

44. Discharge Prohibited During First Two Working Hours of the Day

No workman to be discharged before or during the first two (2) working hours of the day, except in case of a cutter spoiling or finishing a stone.

45. Discharge Prohibited During Vacation Period

The employer shall not dismiss any office employee during his or her vacation period. Any employee dismissed after May 1 or before October 15, shall receive salary in lieu of vacation.

46. Discharge To Be Made at the End of a Shift

Any employer wishing to discharge an employee shall do so at the end of a shift.

47. All Discharges Made on Saturday

No employee shall be discharged except on Saturday, and then only upon receiving his pay.

Notice and Explanation of Discharge

Agreements often require that advance notice of discharge be given the employee or the union, or both, although immediate discharge may be allowed for serious offenses, such as gross misconduct or dishonesty. Advance notice provisions serve a dual purpose—the employee has a chance to look around for another job and the union may utilize the notice period to investigate the case and enter a protest if it believes the discharge unwarranted. Consultation between union and management during the period of notice may be expressly spelled out in the

agreement, or merely implied. Where advance notice is not required, the agreement may require that the union be notified of the discharge "immediately" or within a specified number of hours.

Notice periods specified by union agreements vary in length from a few hours to several weeks; and in some cases the amount of notice varies according to the employee's length of service. Employers are usually allowed to give pay in lieu of notice if they so choose, the amount of pay being equal to that which the employee would have earned during the required notice period.

Some agreements require that the notice of discharge include a statement of reasons for such action. In other cases, the employer must explain the reasons for discharge on request of either the employee or the union.

48. *Two Weeks' Notice to Employee Required*

Any employer may discharge any workman by serving said workman with a 2 weeks' notice of discharge and by giving said workman his usual employment during those 2 weeks and a "discharge" at the end of that period.

49. *Length of Notice Graduated According to Length of Service*

Employees shall be entitled to 1 week's notice upon completion of less than 2 years of service, 2 weeks of notice upon completion of 2 years' service and a specific written statement of the reasons for such dismissal. He shall be entitled to terminal vacation pay which shall consist of all vacation earned but not taken during the period of employment. Pay may be given in lieu of notice.

50. *Immediate Dismissal for Specified Offenses; 1 Week's Notice or Pay for Other Discharges*

The employer may discharge or dismiss any employee for good cause upon 1 week's notice or 1 week's pay in lieu of notice, except that the employer shall have the right of summary dismissal or discharge upon any one of the following grounds:

- (a) Dishonesty.
- (b) Under influence of liquor or drugs, while on duty.
- (c) Unauthorized persons on vehicles.
- (d) Violation of local or State health code.
- (e) Direct refusal to obey orders given by the proper party unless such orders jeopardize life or health.
- (f) Book shortage of \$50 or more.
- (g) Willful destruction of property.
- (h) Failure to report promptly and honestly accidents or personal injuries.

51. *Time Off Allowed During Notice Period to Look for Another Job*

Employees shall not be dismissed except for just and sufficient causes. The employer will immediately notify the union of the intention to discharge any employee. The employee shall be given 2 weeks' notice of dismissal, and will be assisted in every way possible in getting another position, including 1 or 2 days off each week during the period of notice to look for a new position.

52. *Written Notice of Discharge to Employee and Union*

In all cases of discharge, the manufacturer shall notify the discharged employee in writing within forty-eight (48) hours and a copy thereof shall be forwarded to the employee's local, except in the event of a discharge for incompetency, which

shall be brought to the attention of the shop steward at once or his alternate, whose name shall be made known to the manufacturer.

53. *Union Given 24 Hours' Advance Notice of Discharge*

Each employer affected shall give the shop chairman not less than twenty-four (24) hours' notice in writing of all proposed discharges, except in cases where summary discharge may be necessary.

54. *Advance Union Notification: Period Not Specified*

The president of the union or his appointed representative shall be notified before any employee covered by this agreement is dismissed.

55. *Union Given Advance Notice and Right to Investigate Discharges of Stewards or Grievance Committee Members*

No steward or member of the general grievance committee shall be discharged until after forty-eight (48) hours' notice to the union office has been given. Upon receipt of such notice by the union, the parties hereto shall immediately attempt to settle such case and the company shall allow a duly authorized union representative, either local or national to investigate such case immediately.

56. *Warning Notices to Employee and Union Except for Discharge Requiring Summary Action*

Discharge of employees for unsatisfactory conduct or performance shall be effected in accordance with the warning procedure set forth below:

(a) A written notice concerning his deficiency shall be given to the employee concerned.

(b) If there is no improvement within a reasonable time, the employee shall be given a second written warning notice and will be allowed a sufficient opportunity to improve.

(c) A copy of each warning notice shall be given to the union.

(d) No employee may be discharged based upon two successive written warnings when the interim between the warnings exceeds 3 months.

The company shall discuss with the union the contemplated discharge of an employee before the discharge takes place.

No warning need be given to an employee in the case of discharge for good and sufficient cause requiring summary action. The union shall be notified immediately of any such discharge.

Grievances arising under this article may be taken immediately to the second step of the grievance procedure.

57. *Union Notified When Discharge Imminent Because of Unsatisfactory Work*

It shall be the company's policy to notify the union whenever an employee's discharge is imminent because his work is not satisfactory.

58. *Union Notified Immediately of Discharge*

When an employee is discharged, the company shall notify the union immediately through its shop steward and also by registered mail addressed to the union offices, notifying the union of the reasons for the discharge.

59. *Union Notified Not Later Than 24 Hours After Discharge*

The company agrees to notify the department steward or the chief steward at the time of or immediately subsequent to discharging any employee, but such notice of discharge shall in no event be given to the union more than twenty-four (24) hours subsequent to such discharge.

60. *Alternative Procedures Regarding Notice of Discharge* (The employer may either discharge on 2 hours' notice to union or notify union that it intends to discharge as of the close of a stated workweek.)

Before any employee is discharged the employer shall give to the union's shop chairman not less than 2 hours' written notice of its intention to discharge the employee.

The employer, if it believes just cause exists for the discharge of an employee, may in lieu of exercising its right to discharge the employee upon 2 hours written notice, serve written notice upon the union that it intends to discharge the employee as of the close of a stated workweek. Such notice shall be served not less than 6 days prior to the date of the intended discharge. If the union feels that just cause for the discharge does not exist it shall have full right to take up the matter as a grievance under the terms of article — hereof. If the union does not file a written grievance with the employer's superintendent within five (5) days after receipt of such notice, the employment may be terminated in accordance with the notice and neither the employee nor the union shall thereafter be allowed to question the discharge. Where no grievance has been claimed, the notice shall become null and void if the employer does not terminate the employment on the date stated.

61. *Notice of Discharge or Pay in Lieu of Notice*

Regular employees, either full- or part-time, shall be given 3 days' notice of dismissal or discharge, or the equivalent pay, except when such dismissal or discharge has been for cause such as insubordination or disorderly or improper conduct.

62. *Reason for Discharge Given at Employee's Request*

Any employee discharged for cause shall be given complete information if requested, as to the reason or reasons therefor at the time of dismissal.

The shop committee will be advised of the reason for dismissal upon the affected employees' request.

63. *Written Explanation at Union's Request*

The union upon request will be advised in writing of the reasons for any discharge.

64. *Explanation to Employee or Union on Written Request of Employee*

When requested in writing by a discharged employee, the company will furnish either the employee or the union with reason why such employee was discharged.

65. *Reasons for Discharge Given Without Request*

The company shall give prompt written notice to discharged employees without demand therefor, setting forth the reasons for such discharge.

Protest and Appeal of Discharge

Requirements that discharges be made only for just cause would be of little effect were there no provision for protesting or appealing discharges. While it is customary for management to confer with the union only after the discharge has been made, some agreements provide for joint consideration before the dismissal is ordered. Occa-

sionally, the discharge does not become effective until the union has investigated the matter and given its approval, or, if protested by the union, until the case has been settled by arbitration. Often, union representatives are permitted to interview discharged employees before they leave the company premises and to accompany or represent them at the discharge proceedings.

Appeals may be made either through the regular grievance and arbitration machinery or through special procedures set up to handle discharge cases, which include investigations and hearings. While in some cases the investigation and its conclusions serve as the full procedure, coupled with arbitration if the parties disagree, in other instances the facts uncovered by the investigation serve as the basis for action through the regular grievance procedure.

In some agreements, particularly in the printing industry, discharges are appealed first to the union, and if upheld, then to a joint union-management committee. Both employee and employer are especially interested in the prompt settlement of disputed discharges, the employee because he wants to know whether he should start looking for another job, and the employer because he wants to minimize his liability for back pay if reinstatement is ordered. The handling of discharge cases may be expedited by omitting some steps of the usual grievance machinery, by imposing time limits on the initiation and processing of the case, or by giving precedence to discharge cases over other grievance cases. In many instances, where no time limits are set for handling other grievances, time limits are set for discharges. If a discharge is referred directly to the top steps in the procedure, a special meeting may be called to consider the issue without waiting for the regularly scheduled meeting set aside for other grievances.

In instances in which arbitration of discharge cases is provided, the scope of arbitration may be limited to certain issues, for example, whether discharge was for proper cause or whether the reason given for discharge was the real reason.

In a few instances, the right of appeal is forfeited when the discharge is for serious offenses such as dishonesty or refusal to obey orders. Even in these cases, however, the question of whether such offense was the real reason for discharge may usually be raised through the grievance procedure.

The employer is sometimes given the option of recalling discharged employees to work during the appeal negotiations, and refusal to accept such temporary employment may result in a deduction from any back pay awarded the employee if he is reinstated.

66. Union Consent a Prerequisite to Discharge

It is further agreed by the parties hereto that no employee shall be discharged from and after the date hereof unless it is agreed to by the shop committee and/or the union.

67. *Union-Management Negotiations Prior to Penalty or Discharge*

Before any employee is penalized or discharged, excepting a probationary employee, the committee of the union shall be called in and negotiations completed before any final action is taken.

68. *Employer to Discuss Proposed Discharge With Local and National Union Before Taking Action* (Employer's decision final if no agreement reached with union within 3 weeks.)

The company may discharge an employee for just cause. Prior to such discharge the company shall fully discuss the matter with the local committee and if the local committee agrees to such discharge, it shall become effective after 2 weeks' notice by the company (or 2 weeks' pay in lieu thereof) to the employee involved. In the event that the local committee does not agree to such discharge, the matter shall be immediately certified to the national office of the union and the main office of the company for resolution. The company agrees to give the position of the union as to the discharge serious consideration and to attempt to arrive at an amicable solution of the matter with the union. If such solution is not reached within 3 weeks from the date of the first notice to the local committee and if the company shall decide that the discharge is proper, such discharge shall be finally effective upon the company's giving 2 weeks' notice (or 2 weeks' pay in lieu thereof) to the employee involved.

69. *Discharges Discussed in Advance With Chief Shop Steward*

There will be no discharges until the matter has been discussed with the chief shop steward.

70. *Reasonableness of Penalty Subject to Union-Management Discussions and to Arbitration*

The question of reasonableness of any penalty imposed by the employer shall be a proper subject for discussion between the employer and the committee and in the event of disagreement, shall be submitted to arbitration as provided in the eighth paragraph of this agreement.

71. *Union Right To Challenge Any Discharge*

Employees who have completed their trial periods shall be discharged for just cause only. The union shall have the right to challenge the propriety of any discharge and may present the matter as a grievance to be settled under the grievance and arbitration procedure in this agreement.

72. *Union May Investigate Discharge Provided Employee Consents*

The union shall have the right to investigate the discharge of any employee with the consent of the employee concerned.

73. *Union Representative May Present Employee's Case at Hearing on Discharge or Discipline*

Any employee given a written warning notice, or discharged or suspended from employment by way of discipline, who shall immediately thereon request a hearing and review of such action shall be given such hearing and review by the employer in its office not later than the succeeding regular workday. On such review both the justice of disciplinary action and the appropriateness of the penalty shall be considered and determined. On such review, if the employee shall request it, a steward and/or the business manager of the union may attend and represent the employee.

The decision on such review shall be subject to further review as provided in the grievance procedure.

74. *Union Representative To Be Present at Preliminary Meeting on Discharge Case*

Before an employee with seniority is required to leave the plant as a result of disciplinary action, whether discharge or otherwise, his divisional steward shall be summoned to an office designated by management for the purpose of hearing the foreman's reason for the disciplinary action and the employee's statement of his position. It is understood that this meeting does not constitute a hearing, and the sole reason for the presence of the divisional steward at this time is to afford the latter the opportunity to hear the statement and decision of the foreman and the statement of the employee.

75. *Union Representative Permitted To Interview Discharged Employee Before He Leaves Plant Premises*

In the event an employee is transferred for disciplinary reasons, or is discharged, the company shall immediately notify the union of this fact and the chief plant steward or another union officer shall be permitted to interview the employee before he is transferred or leaves the plant premises.

76. *Interview With Union Representative Permitted Unless Circumstances Require Employee's Immediate Removal From the Premises*

Unless circumstances necessitate his immediate removal from the premises a discharged employee or one suspended for disciplinary reasons, if he so requests, will be permitted an interview with his committeeman at a place designated by the company for a reasonable length of time before he is required to leave the premises.

77. *Discharge Cases Appealed Through Regular Grievance Procedure*

In the event an employee shall be discharged from employment and believes that he has been unjustly dealt with, such discharge shall constitute a grievance case arising under the method of adjustment of differences herein provided.

78. *Discharge Appealed First to Union, Then to Joint Board*

A discharged member may first appeal his case to the chapel (union membership) of the office from which he was discharged. Both the foreman and the discharged member shall appear at the chapel meeting and failure to do so shall constitute forfeiture of the case by the party failing to appear. If the chapel sustains the appeal, then the president of the union and the publisher of the newspaper, or their authorized representatives shall constitute an appeal board.

79. *Special Committee To Investigate Discharge Cases* (Arbitration may be invoked if either party is dissatisfied with the committee's decision.)

In the event any foreman believes any employee has given sufficient cause for his being discharged, the foreman will communicate his opinion to his supervisor or superintendent.

If the supervisor or superintendent confirms this opinion, he will arrange a meeting with the president of the union, or an officer of the union designated by its president and Dr. ———, or in his absence a third person mutually agreeable, as an impartial third member. Similar arrangements for a hearing shall be made in the event of a violation of union bylaws as provided in section ———. This committee of three shall hear the case. After this hearing the majority shall decide what action shall be taken.

If the union or the company is still dissatisfied, the arbitration procedure provided for in the grievance section ——— of this contract may be invoked by the union in behalf of the employee or by the company.

80. *Joint Investigation of Sufficiency of Reasons for Discharge; Appeal Through Grievance Procedure*

Before discharging an employee with seniority rights, an opportunity shall be given for joint investigation by the union and the company as to the sufficiency of the reason for discharge.

At the close of each day the personnel office will give the union a list of all employees discharged during such day.

If the union and the company cannot reach a decision with respect to the discharge of an employee with seniority rights, then the matter shall be subject to review under the grievance procedure set forth in this agreement, provided that protest is made within two (2) weeks after discharge.

81. *Joint Investigation of Sufficiency of Reasons for Discharge; Appeal Directly to Arbitrator*

No workers shall be discharged without sufficient cause or reason and until an opportunity has been given for joint investigation by the representatives of the parties hereto, as to the sufficiency of the cause or reason for such discharge. In the event of a disagreement, the controversy shall be submitted to the impartial chairman.

82. *Joint Union-Management Investigation Prior to Arbitration*

Where an employee who has been in service for more than two consecutive weeks, has been discharged, such employee shall have the right to appeal to the union. Upon such appeal, the union shall have the right to investigate jointly with the employer the reasons for such discharge, to determine whether the employer's action was justified. If the union and the employer cannot agree as to the justification for such discharge, then the dispute must be arbitrated by a committee of three. The committee members are to be selected as follows: one by the employer, one by the union, and the third member to be selected by the first two chosen. The parties hereto agree to accept the decision of the arbitrator. In the event that the employer is found to be in the wrong, the discharged employee must be reinstated and compensated for the time lost at the regular rate of pay.

83. *Appeal Through Regular Grievance Procedure, Including Arbitration*

The union may appeal any suspension or discharge through the regular grievance procedure hereinafter provided, including arbitration, provided that written notice of such grievance shall be given within five (5) days of such discharge.

84. *Arbitrator May Reinstatement With or Without Pay or Liquidate Claim by Cash Payment*

In order to promote the fulfillment of the principles mutually endorsed by the parties hereto, it is agreed that the employer may discharge his workers only for cause. If any employee is of the opinion that he has been unjustly discharged, he may make complaint thereof to the union, and the union representative shall endeavor to adjust same with the employer. In the event of their failure to adjust same within twenty-four (24) hours, the matter shall be referred to the impartial chairman for review and his decision shall be conclusive and binding on the parties involved.

The impartial chairman may confirm the discharge, may order the employee reinstated with pay for loss of time, may reinstate the employee without pay, or he may liquidate the claim by a cash payment.

85. *Scope of Arbitration Limited to Issue of Whether Discharge Was for Proper Cause*

Should the grievance over a discharge go to an umpire for final decision, the sole question to be determined by such umpire shall be the question of fact as to whether or not such employee was discharged for proper cause.

86. *Scope of Arbitration Varies, Depending on Cause of Discharge*

The members of the association reserve the right to discharge an employee for any just cause, including, but not by way of limitation, incompetence, soldiering on the job, and dishonesty. In case of any disputed discharge, the following provisions with respect to arbitration shall apply:

(a) In case of any discharge for incompetence, soldiering on the job, or dishonesty, the issue to be determined by arbitration shall be whether or not such stated cause was the real cause for the discharge; and should a majority of the adjustment board or the impartial arbitrator, as the case may be, decide that the stated cause was not the real cause, the employee shall be reinstated.

(b) In case of any discharge for any other cause, the issue to be determined by arbitration shall be whether or not the cause was just or unjust; and should a majority of the adjustment board or the impartial arbitrator, as the case may be, decide that the cause was not just, the employee shall be reinstated.

87. *Scope of Arbitration Limited When Discharge Based on Strike Participation or Insubordination*

Stoppages of work and acts of insubordination are prohibited. Any employee who participates in a stoppage of work, or who is insubordinate, may be subject to discipline which may involve summary discharge, in which case there shall be no recourse to the provisions of this agreement, except that in case the employer assigns either or both of the two grounds mentioned as the reason for the discharge, and the union claims that the employee in question did not participate in a stoppage of work and/or was not insubordinate, or that the discharge was not for that reason, then the question may be subject to arbitration under the method of adjusting grievances herein provided. In such case the only questions to be determined by arbitration shall be:

(1) whether the discharged employee did participate in a stoppage of work or was insubordinate, and

(2) if so, whether he was discharged for that reason.

If it is determined in the arbitration proceedings that the employee was not insubordinate and did not participate in a stoppage of work, or that he was not discharged for either of the above mentioned reasons, then such employee shall be reinstated, with compensation for time lost.

88. *Arbitration Board May Modify Company Discipline Only if Employees Disciplined for Striking Are Found Less Guilty Than Nondisciplined Employees*

Should it be determined by the board that an employee has been suspended or discharged without cause, the company shall reinstate the employee and compensate him for the time lost, at the applicable rate of pay set forth in the immediately preceding paragraph.

Should it be determined by the board that an employee has been suspended or discharged for cause, the board shall not have jurisdiction to modify the degree of discipline imposed by the company; provided, however, that in a case arising out of a strike or work stoppage involving a group of employees and in which the company imposed discipline on part but not all of such employees, the board shall have discretion, if it finds that the employees disciplined are less guilty than other

employees of the group not disciplined, to modify the penalties; provided, further, that in case the board modifies the discipline the board shall have discretion to reduce or not require the company to pay the compensation provided in subsection C above if, in its judgment, the facts warrant such an award.

The provisions of this subsection apply to all suspensions regardless of the number of days involved.

89. *Discharges Not Arbitrable*

No employee covered by this agreement shall be discharged except for just and sufficient cause. The discharge of employees covered by this agreement shall be subject to the grievance procedure outline in article 20 hereof, except that discharge of an employee covered by this agreement shall in no case be subject to arbitration.

90. *No Union-Management Review of Discharges for Dishonesty, Drunkenness, and Incompetency*

Reasons for immediate dismissal of said employees shall be based on charges such as—first, dishonesty; second, drunkenness; third, incompetency; and/or, willful violation of rules. If, for any other reasons, then said employee shall receive 1 week's notice of dismissal from the company or 1 week's pay in lieu of the 1 week's notice. However, a dismissal based on charges other than the first three enumerated above shall be subject to review between the management and the representatives of the union.

91. *Discharge for Strike Activity Not Subject to Grievance and Arbitration Machinery* (The question of whether strike activity was the real reason for discharge may be raised through the grievance procedure.)

Any grievance connected with the discharge of an employee shall be settled in accordance with the provisions of article — except that any employee who has been discharged for taking part in a strike or for staging a walk-out or sit-down forfeits all rights to reinstatement, retroactive pay which may be granted after such discharge, seniority and rehire. Such a discharge shall not be classified as a grievance and shall not be a proper matter for arbitration. The question as to whether the employee was in fact discharged for such a "cause" as referred to in this paragraph may be a proper subject for the grievance procedure.

92. *Discharge for Loss of Good Standing in Union Not Arbitrable*

Discharges under this section [loss of good standing] shall not be subject to review by the board of arbitration.

93. *Employer Recourse to Grievance Procedure in Cases Involving Employees' Expulsion From Union*

If the union believes that any employee has been discharged unfairly, the employer agrees, when called upon, to discuss the discharge through the grievance committee herein provided for.

If the employer believes that any union member has been suspended or expelled from the union unfairly, or that the union unfairly has refused an employee admittance to the union, the union agrees, when called upon, to discuss its action through the grievance committee herein provided for.

94. *Employee Allowed 3 Days to Protest Discharge*

An appeal on a discharge shall be made by such employee affected within three (3) days from the date of such discharge, or failing to appeal within the three (3) days will prohibit any further claim to the right to appeal.

95. *Union Allowed 3 Days to Protest Discharge*

The union shall notify the Company by registered mail within 3 days after notification is given if it desires to question the justification of any discharge.

96. *Time Limit on Employer's Response to Discharge Appeal*

In case any employee who has been discharged for any of the reasons set forth in subsection (a) hereof, or for any other reason, shall feel that he or she has been unjustly discharged, such employee shall have the right to appeal through the union to the adjustment board hereinafter provided for. Similar appeals may be taken by employees who feel that they have been unjustly demoted. Such appeals shall be in writing and shall be made within seven (7) days after said discharge or demotion, otherwise the right of appeal to said board shall be forfeited. The adjustment board shall require the employer within three (3) days to state the cause or causes for the discharge or demotion. Said board shall then act upon the case within three (3) days thereafter.

97. *Time Limits on Complaint of Unjust Discharge and on Management Response to Complaint*

The plant management agrees promptly upon the discharge of an employee other than a probationary employee to notify in writing the chief steward or plant shop committeeman in the district of the discharge. Should the discharged employee or the union representative and the plant shop committee consider the discharge to be improper, a complaint shall be presented in writing through the shop committee to the labor relations supervisor within forty-eight (48) hours of the discharge. The management of the plant will review the discharge and give its answer within seventy-two (72) hours after receiving the complaint. The management of each plant is authorized to settle such matters. If the decision is not satisfactory to the union, the matter shall be referred to the bargaining procedure.

98. *Time Limits on Various Steps of Discharge Appeal Procedure*

The employer may at any time discharge any worker for proper cause. The grievance committee may file a complaint with the employer asserting that the discharge of the worker was improper. Such complaint must be filed, in writing, not later than forty-eight (48) hours (exclusive of any intervening Saturday, Sunday, or holiday) after such discharge. Such complaint shall be taken up promptly for adjustment between the grievance committee and the representative of the employer designated for that purpose and if they shall fail to arrive at an adjustment within twenty-four (24) hours after the filing of such complaint, it shall be referred within twenty-four (24) hours thereafter to the U. S. Department of Labor with a request for the services of a conciliation commissioner to act as arbitrator who shall render his decision thereon within three (3) days after the matter has been submitted to him.

99. *Over-all Time Limit for Settlement of Discharge Grievance*

Investigation, grievance procedure and settlement of any claim on discharge must be completed within ten (10) days after the filing of such complaint with the union.

100. *Discharge Cases Given Precedence for Disposition Through Grievance Procedure*

The employer agrees that it will not discharge any employee for any unjustifiable cause. The parties hereto further agree that all discharge cases arising under this clause shall be given precedence for disposition under the machinery

for the adjustment of disputes as hereinafter provided. It is specifically agreed that any discharge cases submitted to arbitration shall be disposed of immediately.

101. *Impartial Chairman To Give Precedence to Discharge Cases; Time Limit on Decision*

Cases of discharge shall have precedence over all other cases, before the impartial chairman, and decision thereon shall be rendered within forty-eight (48) hours, unless the matter is extended by mutual written consent.

102. *Accelerated Procedure for Handling Discharge Cases; First Step of Grievance Procedure Skipped*

A grievance arising out of a discharge or a disciplinary suspension shall be filed with the company within five (5) days from the date of discharge or suspension, provided, however, that the grievance shall be presented beginning with step 2 of the grievance procedure set forth in section— of this article.

103. *First Three Steps of Grievance Procedure Skipped*

In the event an employee shall be discharged from his employment from and after the effective day hereof, the president of the union shall be informed of the cause by the department superintendent and the personnel director. If the union believes he has been unjustly dealt with, such discharge shall be heard by the end of the following day at step 4 of grievance procedure herein provided, however, such grievance must be made in writing to the company within five (5) days after notice to the union of the discharge or be forever terminated.

104. *Discharge Referred Directly to Last Step on Same Day of Occurrence*

A grievance pertaining to a suspension or discharge may be taken up directly with the works management [company official at last step of grievance procedure] the same day it occurs, and a conference arranged with the superintendent and foreman involved.

105. *Employee to Continue Work at Full Pay Pending Arbitrator's Decision on Discharge*

The union shall investigate the notice of the intended discharge within 48 hours of the receipt of same. If the union does not consent to the proposed discharge, the question shall be referred to the impartial chairman, whose decision shall be final. Pending such decisions, the employee shall continue working at full pay.

106. *Employee To Continue Work During Discharge Appeal Unless Immediate Discharge Absolutely Warranted*

It is the sense of this agreement that the employer or his representative will first file a complaint with the union before discharging an employee, and such employee is to remain on the job pending the complete disposition of the complaint. This clause will not be binding upon the employer, however, in extraordinary cases where and when an instant discharge is absolutely warranted.

107. *Employer Option of Requiring Employee to Work During Suspension or Discharge Investigation*

If it be determined in the manner prescribed above that any employee has been unfairly dealt with, the management shall correct the error, and if such employee has been suspended or discharged, shall reinstate him with pay, provided, however, that should the adjudication be delayed by a member or members of the union, then the liability of the company shall be limited to 10 days' pay; and, provided further, that the company shall have the option of permitting said em-

ployee to continue work, or in the case of discharge or suspension, of putting him back to work during the investigation.

108. *Deduction From Award if Employee Refuses To Accept Temporary Employment From Company During Appeal Negotiations*

In the event the corporation decides that the proceedings for determination of a case under this section have or may become unduly long, it may, without prejudice to its position or stand in the case, give temporary employment to such discharged employee at his usual occupation or such other occupation as such discharged employee may be qualified for. The earnings of such employee during such temporary employment shall be deducted from any award that may be made. In the event such discharged employee refuses such temporary employment any award made shall not include pay for time lost subsequent to the offer of temporary employment. Any award made shall also be reduced by the amount of any unemployment insurance the employee may receive or any compensation he may receive as a result of employment by others.

In the event the decision of the umpire or umpires upholds the original discharge, the temporary employment, if any, will be terminated without further right to appeal.

Reinstatement of Unjustly Discharged Workers

Reinstatement with pay for time lost is the usual remedy for unjust discharge. Some agreements require pay for all time lost; others limit the amount of back pay to a specified maximum or require the arbitrator to determine the amount. Several methods of computing pay for time lost are specified by agreements. Some use the employee's regular rate as the basis, while others use his average hourly earnings calculated over a specified period preceding discharge. Pay is based on a regular 40-hour workweek in some instances and in other cases on the number of hours worked by the employee's department since discharge. A few agreements include overtime and shift differentials in figuring the amount due. In some cases, earnings and unemployment compensation received during the period between discharge and reinstatement are deducted from the back-pay award.

Agreements are often vague as to whether seniority credit is given for time lost between discharge and reinstatement; in most cases, agreements merely state that unjustly discharged employees will be reinstated "without loss of seniority."

109. *Reinstatement With Full Rights and Privileges and Pay for Lost Time*

In the event it is proved that an employee has been discharged or laid off in violation of the provisions of this agreement, he shall be returned to his job, with his full rights and privileges and fully compensated, on the basis of the average earnings of such employee for the last 4 weeks worked prior to such discharge, for all time lost subsequent to the date of discharge or lay-off.

110. *Reinstatement With Pay for All Time Lost*

Any employee found to have been improperly discharged shall be immediately reinstated without loss of seniority, and compensated for all time thus lost.

111. Amount of Pay Determined by Arbitrator; Maximum Amount Specified

If it is finally determined that an employee was wrongfully discharged, he or she shall be reinstated and compensated for such period as is determined by the arbitrator, but in no event to exceed four (4) weeks straight-time pay.

112. Maximum of 30 Days' Pay for Time Lost

Should a discharged employee be reinstated as a result of the grievance procedure, such employee in the discretion of those passing on the bona fides of the grievance may be awarded compensation for loss of time, either in whole or in part, but in no event shall such award exceed thirty (30) days' pay.

113. No Back Pay for Period Between Discharge and Time of Filing Grievance

If, upon the review of a discharge, the management determines, or an arbiter decides, that an employee was improperly discharged, he shall be reinstated to his former position without loss of seniority and with all or a portion or none of the wages he would have earned had he not been discharged, paid to him which sum shall be decided by the management or the arbiter if arbitrated. However, no discharged employee shall receive back wages for any time he loses from work subsequent to his discharge and prior to the time he first presents his grievance, according to the procedure set forth in section XIX.

114. Reinstatement Pay Basis: Employee's Average Hourly Earnings Times Hours Worked by His Department Since Discharge

In the event of reinstatement of any employee after discharge subsequently found to be unjust, he shall be paid for the number of hours worked by his department since such discharge, at the hourly rate of his average hourly earnings, for the 2 weeks next preceding such discharge.

115. Employee's Regular Rate Used in Computation of Pay for Time Lost

Should such conciliation commissioner determine that such worker was wrongfully discharged and direct his reinstatement, the employer will reinstate such worker and pay him compensation at such worker's regular rate for the time lost.

116. Forty Hours' Pay for Each Workweek Lost Because of Unjust Discharge

If it is found by the committee of arbitration that the employee has been discharged unjustly, such employee shall be reinstated with pay from the date of his discharge, such pay to be on the basis of regular pay for forty (40) hours of each workweek during such lay-off.

117. Hours Worked by Other Employees in the Department Used as Basis for Reinstatement Pay

If such arbitrators find that the employee's discharge was unjust the employee shall be reinstated to his former position; and, if the employee convinces the arbitrators that he has used reasonable effort to obtain other employment, he shall receive pay for the time lost (based on the hours worked by the other employees in his department), less any pay received from any other employer.

118. Shift Differential and Overtime Included in Reinstatement Pay

For the purpose of determining the amount of compensation which a reinstated employee is entitled to receive, if any, the straight-time average hourly earnings of the discharged employee for the two pay periods preceding the pay period in which he was discharged shall be used for a rate per hour and he shall receive that rate for the hours he would have worked had he not been discharged, including shift differential or overtime for any hours falling in those classifications of hours of work.

119. *Reinstated Employee to Receive Penalty Payment in Addition to Pay for Time Lost*

The employer shall have the right, however, to suspend the employee immediately should he so desire, and if the suspension shall be found unauthorized by the arbitrator, then the employee shall be reinstated and paid for the time lost and the employer shall also pay a penalty in the discretion of the arbitrator of not less than twenty-five (\$25) dollars and not more than fifty (\$50) dollars. In the event that the suspension is sustained, the foregoing shall not apply.

120. *Pay for Lost Time Less Interim Earnings*

If the employee is found not guilty of the charge he shall be reimbursed by the company for all time lost less moneys earned in the meantime.

121. *Pay for Lost Time Less Deduction for Interim Earnings, Unemployment Compensation, Taxes, Dues, and Group Insurance Premiums*

Any employee who is reinstated after a discharge which is adjudged to have been unjust, will be returned to work on his regular job without loss of pay or seniority rights. The company will reimburse the employee for the time lost, less any unemployment and other compensation from any source which he may have received during the period of his separation from the pay roll of the company, less any Federal, State and local taxes, or dues and group insurance normally deducted from the employee's pay.

122. *Redress for Unjust Discharge Dependent on Circumstances*

If an employee is alleged to have been improperly discharged or laid off, the remedy, if any, may include reinstatement with or without back pay, or with partial back pay; or may consist of pay or partial pay without reinstatement, or any other redress appropriate to the circumstances.

123. *No Loss of Seniority for Reinstated Employees*

In the event an employee shall be discharged or unjustly laid off from his employment from and after the date hereof and is subsequently reinstated by the company, such employee shall be paid, not to exceed five (5) days, for the time lost at his regular rate of pay, and he shall be reinstated without loss of seniority. All such cases of discharge shall be taken up in accordance with the above procedure and disposed of within five (5) days from the date of discharge.

124. *Prohibition of Employer Discrimination Against Reinstated Employee*

If the employer is required to reinstate a discharged employee, such employee shall receive full compensation at his regular rate of pay for time lost, less any income he may have received from gainful employment in the interim; but that there shall be no retroactive pay unless such discharge is found to have been unfair or discriminatory in each particular case. There shall be no break in the service record of such discharged employee, and after reinstatement [he] shall not be discriminated against by the employer in respect to his/or her employment.

Pay and Other Benefits Due Discharged Workers

Wages due a discharged worker are usually paid at the time of discharge, although a few agreements allow the employer a specified period, such as 24 hours, in which to make payment. In addition to their wages, discharged workers are sometimes given accrued vacation

pay, severance pay, transportation to the point of hire, and letters stating the length and character of their service with the employer. Such benefits may be forfeited if the employee is discharged for gross misconduct. Some agreements specify that discharged employees who are later reinstated are to reimburse the employer for any separation or vacation payments received at the time of discharge.

(For additional clauses regarding vacation and dismissal allowances to discharged employees, see Bulletin 908-2, "Vacations; Holidays and Week-End Work," and Chapter 2 of this bulletin on "Dismissal Pay Provisions.")

125. *Discharged Workers Paid in Full*

Upon discharging a worker the corporation shall pay the worker in full, accompanied with a signed statement giving the reasons for the discharge.

126. *Wages, Vacation Allowance, and Bonds Given Within 24 Hours After Discharge*

Any employee discharged shall be given all moneys, accumulated vacation allowance and bonds due the employee within twenty-four (24) hours of such discharge.

127. *Accrued Overtime Paid Employee at Termination of Service*

Accrued overtime due an employee at the end of his service shall be paid for by check or cash in addition to other sums due him at the time.

128. *Severance Pay of Discharged Workers Graduated According to Length of Service.* (Severance pay is forfeited if discharge is for misconduct.)

It is agreed that severance pay shall be paid by the employer to union members whose services are terminated by permanent lay-off or discharge and to those union members who resign solely for reasons of health or physical inability to continue work and who have completed 10 years of continuous service, except that no severance pay shall be paid to union members who are discharged for misconduct.

The amount of such severance pay shall be as follows :

- 1 week for 1 to 3 years' service ;
- 2 weeks for 3 to 5 years' service ;
- 1 week additional for each year's service over 5, with a maximum of 8 weeks.

129. *Terminal Vacation and Severance Pay Forfeited by Discharge for Gross Misconduct*

If an employee fails to challenge dismissal for gross misconduct or if subsequent hearings through the grievance procedure result in the dismissal being final, the employee shall forfeit all rights to terminal vacation and notice and severance pay.

130. *Reinstated Employee To Reimburse Company for Separation or Vacation Payments Received at Time of Discharge*

An employee discharged shall have the right of appeal along union and company organization lines within 60 days from the date of dismissal. If as a result of the appeal within such 60-day period company subsequently reinstates the discharged employee, such employee shall receive full compensation at his or her regular rate for time lost, less any amount received by the employee for his or her services and as unemployment insurance benefits for the period since the date of discharge.

There shall be no break in the employee's service record, and he or she shall be reinstated without prejudice. An employee so reinstated shall reimburse company for any separation or vacation payments received from company at the time of his or her discharge.

131. *Letter Showing Length and Character of Service Given on Request to Employees Leaving Company*

Employees who have been in the service ninety (90) days or more will, upon request when leaving the service, be promptly furnished with service letters showing length and character of such services. Employees shall sign duplicate service letter before delivery of original and shall receipt for same. If an employee has been discharged for cause, the service letter may so state.

132. *Discharged Employees Returned to Port of Embarkation*

Upon the discharge of any employee for just cause, his wages shall terminate immediately and such employees should be housed and fed and returned to port of original embarkation.

133. *Discharged Employees May Seek Reemployment After 6 Months*

Members legally discharged, except to reduce the force, may be reinstated only at the option of the foreman; provided a member discharged for neglect of duty, incompetency, or a minor reason shall not be denied the privilege of seeking work in the office for a period longer than six (6) months.

Discipline Other Than Discharge

Not all offenses are serious enough to warrant discharge, and even in the case of serious offenses, the employee may not necessarily be discharged the first time he errs. Many agreements make some provision for disciplinary action short of discharge, ranging from an oral or written reprimand to suspension. During the period of suspension, the bases for final discharge are reviewed. Sometimes these reviews are final; and in other instances they serve as the basis for appeal should the suspension result in discharge. The severity of the disciplinary action may be graduated according to the severity of the particular offense or the number of offenses which the employee has committed in the past. Occasionally, the reason for disciplinary measures must be explained in advance to the union. Pledges of union assistance or cooperation in maintaining discipline are found in some agreements, and a few agreements require expulsion from the union if a worker is found guilty of theft or other dishonesty.

Employee rights and benefits other than wages are usually retained during periods of suspension, although time lost because of suspension is sometimes deducted from the employee's service record.

134. *Warnings on First and Second Offenses; Discharge for Third Offense*

Any employee failing to notify their foreman or floor lady when unable to report for work due to illness or for other legitimate reasons acceptable to both the union and the employer, or for infraction of other rules duly posted and agreed upon by the employer and the union, shall also receive warnings for first and second offense and be discharged for third offense.

135. *Written Warnings for Rules Violations or Poor Work; Discharge After Four Warnings in a 6-Month Period or Without Warning if Certain Rules Broken*

It is the right of management to warn an employee for improper conduct or workmanship or to discipline or discharge him for just and proper cause.

Warnings :

(a) Written warnings : Warning notices will be given to employees for infraction of company rules or for making bad work due to employee's carelessness.

(b) Any employee who receives three warning notices in a 6-month period will be subjected to disciplinary action. Any warning on the record 6 months will be cancelled. The company will give the steward a copy of the warning notice when it is issued.

(c) Any employee who receives four (4) warning notices in any 6-month period will be discharged.

(d) Violation of certain specific rules in the first instance will justify discharge without prior warning. In such instances the company will not be obligated to give the employee any warning notice.

136. *Warning on First Offense; Copies to Shop Steward and Personnel Department*

In cases of first offense or infraction of minor rules, warning slips will be issued to the employee by the foreman with a copy of said warning slip to be provided to the union shop steward and the personnel department.

137. *Union Representatives To Receive Copies of Warning Notices With Employee's Signature or Indication of Refusal To Sign*

Except in the case of dishonesty, intoxication, reckless negligence, deliberate damaging of machinery or equipment, violence, thievery, the company will give at least two written warning notices before an employee is discharged, and copies shall be furnished the chairman of the grievance committee and the regional director, said notices to be signed by the employee, or his refusal indicated thereon.

138. *Disciplinary Actions Must Be in Writing; Handled by Supervisor, Employee, and Steward*

All disciplinary action to be taken against an employee for infraction of shop rules is to be handled by the employee's direct supervisor in the presence of the job steward. Infraction of shop rules shall warrant discipline in accordance with penalties as negotiated between the company and the union. Verbal reprimands shall have no standing and shall be given no consideration if any disciplinary action is appealed through the grievance procedure.

All disciplinary actions shall be reduced to writing, in quadruplicate; one copy to be given to the disciplined employee; one copy to be retained by the foreman; one copy to be furnished to the bargaining committee, and one copy to be furnished to the director of industrial relations or his authorized representative.

Any disciplinary action which results in the removal of an employee from his job shall be instituted by the employee's direct supervisor in the presence of the job steward and/or the regional steward or the shift vice-president at the time of such action.

139. *Disciplinary Action Explained to Union in Advance*

When it becomes necessary to discipline an employee for reasons other than discharge, the union committee will be given the reason before disciplinary measure is taken.

140. *No Disciplinary Lay-Off Except by Mutual Consent of Union and Management*

There shall be no disciplinary lay-off except by mutual agreement by the steward and the foreman of the department or the bargaining committee and the management.

141. *No Disciplinary Action Prior to Joint Consideration; Parties To Meet Within 24 Hours of Suspension*

Whenever it is proposed that an employee covered by this agreement shall be discharged or laid off for disciplinary reasons, he shall be suspended but no lay-off or discharge penalty shall be enforced until the matter shall have been considered jointly by the management and the bargaining committee. No suspension shall exceed twenty-four (24) hours before a meeting of the management and bargaining committee shall take place. If it shall be found that the employee has been suspended improperly, he shall be reinstated to his regular job and shall be paid for time so lost at his average rate of earnings. Final decision as to suspension or discharge would rest with the company. An individual would, of course, have the right to take up as a grievance under the grievance procedure such suspension or discharge if he so desired.

142. *Union To Support Company in Maintenance of Discipline*

The union further agrees that it and its representatives will fully comply with all reasonable shop rules and that it will support the company in the maintenance of proper discipline.

143. *Discipline by Union for Specified Violations or on Company Request*

Any members of the union who, individually or collectively, violate the provisions of this agreement, or refuse to follow the grievance procedure provided in article V of this agreement, or refuse to abide by decisions made under this procedure, or who violate the provisions of the union's constitution and bylaws, shall be subject to discipline by the union and a dismissal or suspension from union membership, in accordance with the provisions of its constitution and bylaws. The union agrees to promptly discipline any of its members violating provisions of this agreement. The employer may at any time recommend to the union the disciplining of a member of the union violating the provisions of this agreement, and the union shall review the case before the disciplinary committee of the union as soon as possible and in no event longer than fifteen (15) days following the recommendations of the employer. The employer shall be furnished a full report of the union's determination in the matter.

144. *Employee Expelled from Union if Convicted for Pilfering or Broaching Cargo*

The * * * Association agrees to make every effort to prevent pilferage or broaching of cargo, and any man caught in the act of broaching or pilfering or having broached or pilfered cargo in his possession shall upon conviction in the courts be expelled from the local.

145. *Severity of Penalty Graduated According to Number of Offenses*

Should an employee fail to report regularly or fail to report on time regularly and the company contends that said employee is staying away from his or her job too large a percentage of time without a written leave of absence, or is too frequently reporting late for work, the company shall notify the employee and the shop committee giving a detailed report of absences without written leave or tardiness. Such notice shall constitute a first warning to an employee regarding absenteeism or tardiness. If subsequent to this warning, the employee continues

to be absent without leave, or tardy, the employee shall be subject to a lay-off not exceeding seven (7) days duration upon the next occasion and shall be liable to discharge on any subsequent occasion.

146. *Severity of Discipline Determined by Gravity of Offense*

Disciplinary action shall range from verbal or written first warning notice to immediate discharge, depending on the severity of the violation.

147. *Disciplinary Penalties Varying From Reprimand to Discharge*

There shall be four separate penalties applied when it is necessary to inflict discipline upon any of the employees of the company, namely :

Personal reprimand by the foreman to be applied in the cases of minor offenses.

Letter of warning shall be given an employee together with oral reprimand in relatively serious cases and copies of same shall be filed with the employee's service record in the employment department and a copy furnished the local union to which he belongs.

Suspension from work without pay with a written notice for a period varying from 1 to 15 days according to the gravity of the offense and the previous record of the employee concerned.

Extreme penalty or dismissal from service: To be applied in all cases of flagrant violations of the rules of the company, or the law of the land, where thorough investigation proves the employee concerned to be guilty and the management is convinced dismissal is the only method by which discipline can be maintained. The extreme penalty may also be applied in the case of an employee who persists in continued or repeated violation of the company's rules, or whose work after warning continues over a period to be below reasonable operating standards.

148. *Three Step Procedure in Discipline Cases*

In disciplinary cases other than discharge the following procedures shall govern :

1. A representative of the employer shall notify the employee and a committee-man of the intention of discipline.

2. The employee shall have the privilege of selecting union representation. The above group shall then report the facts to an executive of the employer.

3. The extent of discipline shall then be explained in the presence of the group. If the employee does not agree, he may appeal through the grievance procedure, but if such grievance is filed, it must be done within six (6) working days after the time the extent of discipline was explained.

149. *Discipline for Absence Without Notice*

Employees absenting themselves from work without notifying the company are subject to discipline.

150. *Loss of Vacation Pay for Each 2 Days' Absence Without Notice; Discharge for 2 Weeks' Unauthorized Absence*

Despite the provisions of article VI, section 2, if an employee is absent from work without properly notifying the company not later than the second day of his absence by reporting off in keeping with the company's established procedure to the absentee control officer, he shall forfeit eight (8) hours' vacation pay for each such offense. Furthermore, if such employee shall fail to return to work within two (2) weeks from the first day of such absence, he shall forfeit all accumulated vacation credit, his services shall be terminated as of the last day worked, and his record shall be marked "Discharged."

151. *Discipline for Failure To Punch Time Card Promptly*

Failure to punch the time card out promptly will be subject to disciplinary action as follows:

(a) First offense—Employee will be given due warning by the foreman in charge.

(b) Second offense—Employee's time card will be withdrawn and he will not be permitted to start work the following day until he has received a second warning in the presence of his departmental steward.

(c) Third offense—Employee will be given a 1-day lay-off and so long as the plant is operating on a 6-day workweek the lay-off will be effected on Saturday of the week in which the violation was committed.

(d) Fourth offense—Employee will be immediately discharged for cause.

152. *Discipline Must Be Imposed Within 5 Days After Company Learns of Violation*

The company agrees that when employees are to be disciplined for violation of the company rules, such disciplinary action shall be taken within 5 days from the time such violation of rules are brought to the company's attention.

153. *Suspension Required Prior to Discharge* (Suspension automatically becomes a discharge within a specified period unless otherwise directed by employer; if no discharge results, the employee is paid for time lost.)

No employee shall be discharged without first being suspended and notified that a discharge is under consideration. Such suspension shall become automatically a discharge (unless otherwise directed by the official of the employer designated for this purpose) within seven (7) regularly scheduled working days of the employer's mailing to the union written notice of the suspension and of the specific reason or reasons therefor.

A grievance alleging such suspension is unjust or discriminatory must be mailed to the employer official above referred to within three (3) regularly scheduled working days of the union's receipt of the employer's written notice of the suspension and of the specific reason or reasons therefor. If the employer official above referred to specifically directs that such suspension shall not become a discharge, the employee involved shall be given pay for all time lost by reason of the suspension.

However, it is distinctly understood that an employee must leave the property of the employer immediately upon suspension. It is further understood that failure of the employee to do so promptly and in an orderly manner shall in itself be sufficient grounds for the suspension's becoming a discharge, regardless of the justice or merits of the suspension itself.

Any such suspension (and a resultant discharge) case may be referred to arbitration under this agreement and, if the arbitrator finds that the employee was unjustly suspended and discharged, the employee shall be reinstated with pay for all time lost by reason of the suspension and discharge.

154. *Suspension Pending Investigation or Trial*

A worker charged with serious misconduct may be suspended by his employer pending investigation or trial.

155. *No Loss of Employee Rights and Benefits, Except Wages, During Period of Suspension*

When an employee is discharged or voluntarily resigns, he immediately loses all employee rights and benefits. When suspended, an employee loses all rights to wages during the period of suspension, but does not lose his other employee rights and benefits.

156. *Disciplinary Lay-Off Deducted From Service Record*

The time during which an employee shall have been laid off on account of personal fault shall be deducted from his aggregate service record.

Quits

Since resignation without notice is likely to disrupt operations until a replacement is secured, agreements sometimes require the employee to give advance notice of his intention to quit. Such a provision often accompanies clauses requiring advance notice of discharge or lay-off on the part of the employer. In some instances, the union assumes responsibility for seeing that its members give proper notice before quitting; and, in a few cases, the notice requirement may not be waived without the consent of the union as well as the employer. Penalties are sometimes prescribed for failure to give the required notice of intention to quit. Some agreements provide a penalty equivalent to the employee's pay for the required period of notice. Others include a fine or suspension or both, or other discipline by the union.

Some agreements define actions which constitute an automatic quit, e. g., absence for several consecutive days without permission. Ordinarily such actions would also be considered grounds for discipline or discharge.

Usually an employee who quits forfeits all seniority rights and, if reemployed by the company, has the status of a new employee.

Accrued vacation pay is sometimes granted to employees who quit, and in a few cases agreements require that such employees be furnished written character and service references.

157. *Two Weeks' Notice Before Quitting*

Employees desiring to terminate their employment with the company shall give the company two (2) weeks' notice of such termination.

158. *Employee To Give Week's Notice Before Quitting; Employer To Give Week's Notice or Pay Before Discharge*

It is agreed by the union that any employee wishing to quit his position shall give his employer 1 week's notice. It is agreed by the employer that if he wishes to discharge or lay an employee off, he will give him 1 week's notice or 1 week's pay in lieu of 1 week's notice, and furnish a statement in reference to his character and service (excepting seasonal and/or part time workers).

159. *Two Days' Quit Notice Required During Busy Season*

It is agreed by the union, on behalf of its members, that during the busy season no employee shall quit his employment, unless he shall first give the employer two working days' notice thereof.

160. *Foreman To Give Week's Notice; Other Employees To Give 2 Days' Notice (Pay in lieu of notice is collected by union and paid to employer.)*

Any foreman desiring to quit work must give the employer 1 week's notice, and all other employees must give 2 days' notice.

Any employee not complying with the above rule shall be subject to the forfeiture of 1 week's pay as foreman, and any other employee 2 days' pay to the

employer to be collected by local ———. Employer must give the same notification as required of the employee to foremen and other employees if they are discharged.

161. *Union To Compel Members To Give Notice Before Quitting*

The union agrees to compel its members to give 2 weeks' notice before quitting.

162. *Union To Impose Fine if Quit Notice Not Given*

No employee or member shall quit his position without giving his employer three (3) days' previous notice under penalty of a fine by the local union.

163. *Union To Impose Fine, Suspension or Both for Failure To Give Notice*

The union agrees that any employee desiring to resign shall give the district chief operator at least 15 days' notice of his intention or be fined or suspended or both by the union, such fine to be used to reimburse any reasonable expense incurred by the employer in covering the position during the unfilled term of notice.

164. *Fine Imposed by Union and Paid to Employer if Union Member Quits Without Notice*

No member of the union who has been employed ninety (90) days or longer shall quit his position without giving his employer 3 days' previous notice under penalty of fine of 3 days' pay by the local union except when such quitting of employment has been for cause.

Provided that the member remains in good standing in the union, the union agrees to turn over to the employer the fine collected from said member for failure to give notice where the employer has filed a complaint in writing demanding that such a fine be imposed.

165. *Union Not To Place Employee Until Expiration of Notice Period*

The employee shall give the employer 1-week's notice of his or her intent to leave the employ of his or her employer and copy of said notice must also be given to the union by the said employee and the union does hereby agree not to place said employee until the expiration of the 1-week period.

166. *Quit Notice Waived by Mutual Consent of Employer and Union*

Employees shall give 2 weeks' notice before resigning. However, upon mutual agreement between the employer and the union, all or part of this notice may be waived. Employees who fail to give proper notice upon resigning shall forfeit terminal vacation.

167. *Two Weeks' Notice at Employer's Option; Union To Discipline Member Failing To Give Notice*

Any employee who desires to resign shall, at the option of the [employer] give 2 weeks' notice of his intention. Should any employee fail to give such notice, the [union] pledges itself at the request of the [employer], to discipline such members as its constitution and bylaws provide.

168. *Employee May Withdraw Quit Notice During Period of Notice*

Employees employed 1 year or more who shall have given two (2) weeks' notice of their intention to quit their employment shall receive with their final pay their accumulated vacation pay. Any employee who shall have given such 2 weeks' notice of intention to quit shall not lose any seniority rights during such 2 week period and such employee may at any time during the period of such notice withdraw such notice of intention to quit.

169. *Absence of Five Consecutive Days Without Permission Constitutes Quit*

Employees who are absent for five consecutive working days or more without permission, shall be considered as having terminated their employment.

170. *Employee Who Quits Has Status of a New Employee if Reemployed*

Employees who voluntarily quit or are discharged for cause shall be considered as new employees if again employed by the company.

171. *No Credit for Previous Seniority if Employee Who Quits Is Reemployed*

A voluntary quit, a discharge for reasonable cause or failure to report within a reasonable time after notice, shall cancel seniority rights. If an employee is or has been reemployed after quitting or having been discharged, his seniority shall begin at the time he is or was reemployed.

172. *Wages and Personal Property Given Within 24 Hours After Termination of Employment*

Any employees laid off, discharged or who quit of their own volition, shall receive all wages and personal property within twenty-four (24) hours of the termination of their employment.

173. *Pro Rata Vacation Pay Upon Termination of Employment Other Than Discharge for Cause*

Employees who terminate employment for any reason other than discharge for cause shall be subject to the following:

Employees who have not completed 12 months "on roll," shall not be eligible to any vacation allowance. Employees who have completed 12 months or more "on roll" shall, upon termination of employment, receive a vacation allowance equal to five-sixths of a day's pay for each month of elapsed time between the date of quittance and the anniversary on-roll date of the previous year less any vacation allowance received for such period and less any disqualifying time.

Employees discharged for cause shall not be eligible for any vacation allowance.

174. *Transportation and Other Expenses Deducted From Wages of Resigned Employee*

In the event any employee refuses duty or voluntarily quits his employment, his wages shall cease immediately and there shall be deducted from wages due him all costs of transportation north and southbound at prevailing passenger rates, together with costs incurred by such employee at the cannery while waiting passage outbound from the cannery.

175. *Service Letter Furnished Employees Leaving Company*

Employees in service over three (3) months who leave the service, will, upon request, be promptly furnished a service letter stating time, job classification and cause of leaving, subject to applicable laws.

CHAPTER 2.—DISMISSAL PAY PROVISIONS

Dismissal or severance compensation generally refers to payment of a sum of money by an employer to an employee who is involuntarily laid off or discharged through no fault of his own.¹ The payment of dismissal compensation usually has been conditioned upon permanent separation from a company's pay roll and loss of certain rights acquired on the job, such as seniority, vacation, pension, or retirement benefits. To an increasing extent, such compensation is made for lay-offs as distinct from outright dismissal and takes the form of a lay-off allowance without the loss of seniority rights that would come with a dismissal or discharge.

Although dismissal compensation is designed to ease the burden resulting from unemployment, it differs in many respects from unemployment compensation. The latter may or may not be financed from a joint fund, whereas dismissal compensation is always financed solely by an employer. Unemployment compensation provides periodic payments for the duration of unemployment or for the maximum number of weeks specified in a particular plan. Dismissal compensation, on the other hand, is usually a lump-sum payment, based on an employee's length of service with a particular employer, and it takes no account of the actual time lost before a new job is found. Unemployment compensation benefits are usually equal to some specified proportion of an employee's weekly earnings, and are paid after a waiting period; dismissal compensation is almost invariably based on an employee's full-time weekly wage or salary and is generally paid at the time of dismissal. The basic difference is that dismissal pay seeks to cushion the shock of the anticipated loss of earnings due to unemployment, while unemployment compensation seeks to ease the burden of actual unemployment.

The amount of dismissal pay is generally based on an employee's length of service with the company, his rate of pay during such employment, and the reason for his dismissal. A few severance-pay plans make no distinction as to reasons for dismissal and provide

¹ Dismissal pay is different from pay in lieu of advance notice of a lay-off or termination. See Bulletin 908-7, Chapter 2, on Lay-Off, Work-Sharing, and Reemployment.

For a study of the prevalence of dismissal pay plans in union agreements, see the article in the *Monthly Labor Review*, January 1945, pp. 47-57, reprinted with additional data as Bulletin 808.

payment to employees discharged for cause, as well as to those who retire or resign.

When first used, dismissal compensation was frequently applied to lay-offs due to technological changes or to retrenchments resulting from consolidations. It received impetus at the outbreak of World War II when many companies voluntarily, or in response to union requests, made extra allowances to workers leaving for military service. After VE-day, unions emphasized the need of dismissal pay to carry their members over the slack from wartime to peacetime production. Since then, dismissal pay has been sought by organized labor as a protection against permanent displacement brought about by plant mergers, shut-down of factories, and technological changes.

In only a few industries, notably newspaper publishing and railroad transportation, have such provisions been adopted to any considerable extent through collective bargaining procedures. Severance indemnity is treated as a basic condition in agreements of the American Newspaper Guild. It is regarded as important protection to members in newspaper mergers, depression lay-offs, or capricious firings. The Guild regards severance pay as an equity which the individual employee builds up in his job and for which he should be compensated when discharged for cause or economic reasons, or when he resigns, retires, or dies. The longer an employee works for one employer, the greater is his equity in the job. Dismissal pay, in the opinion of the Guild, tends to stabilize employment because dismissal of long-term employees can be quite expensive. Severance pay clauses are included in virtually all Guild-newspaper agreements except those which prohibit any dismissals except for gross insubordination or dishonesty.

A considerable number of agreements covering clerical workers in office and industrial establishments, as well as technical and social-service workers, also provide dismissal pay. Scattered agreements affecting chemical, electrical machinery, gas, petroleum refining and production, radio, telephone and telegraph, rayon yarn, and textile workers, among others, also contain severance or dismissal pay provisions.

Conditions for Granting Dismissal Pay

In some agreements, the right to receive dismissal pay is unqualified and payment must be made regardless of the reason for dismissal. Other agreements confine dismissal pay to lay-offs due to technological improvements and not to lay-offs due to lack of work, while still others provide compensation only if a lay-off exceeds a stipulated period. Some grant dismissal pay only if termination is due to suspension of business or merger, inability to perform the work, or some other specified cause.

Many agreements providing dismissal pay do not distinguish temporary lay-offs due to lack of work from permanent separation. Some use the term "lay-off," others "dismissal," and still others use both terms and allow dismissal pay to workers "laid off or dismissed." Office worker agreements usually provide dismissal pay to workers laid off because of "retrenchment or reorganization."

In several instances, severance pay is paid on retirement and even on resignation; and, occasionally, to an employee who decides not to return to work after maternity leave. Retirement benefits usually are limited to employees with long service, 25 years or more. In a few instances, illness or old age may also be specified as a necessary condition.

As a rule, dismissals are compensated only if they result through no fault of the worker. However, in certain cases, employees dismissed because of inefficiency or incompetency are given the same or a fraction of the amount paid employees dismissed for other reasons.

Many Newspaper Guild agreements specify that veterans shall receive dismissal pay if disabled in service; some, in addition, make provision for payment to beneficiaries in case of death in service. Some Guild agreements and those of other unions provide a severance allowance payable to the beneficiary of an employee who dies while in the employ of the company.

In addition to a minimum length of service, other qualifications on severance pay may be included. Ordinarily, severance pay is not given if an employee is discharged for such causes as dishonesty, gross misconduct, or gross neglect of duty, or if the employee deliberately provokes his discharge for the purpose of collecting severance pay. Other agreements specify that dismissal compensation will not be given employees leaving voluntarily or to employees eligible to retire on pension. If a union shop is in effect, severance pay may be forfeited if an employee is discharged for failure to maintain union membership.

1. *Dismissal Pay to Regular Full Time Employees Laid Off for Lack of Work*

A termination payment, plus compensation for any vacation to which the employee is entitled at the time of leaving the company service, shall be paid to a regular full time employee laid off because of lack of work.

2. *Dismissal Pay to Permanent Employees Laid Off or Dismissed*

The employer shall grant dismissal salary to each permanent office employee laid off or dismissed.

3. *Dismissal Pay to Employees Terminated Through No Fault of Their Own*

Any employee whose services are terminated through no fault of his own shall be granted severance pay as follows. . . .

4. *Union and Employer to Work Out Dismissal Pay Plan if Lay-Offs Are Threatened*

The company and the union mutually agree in the event natural gas, technological changes or changes in methods of production, distribution, sales, or

office procedure are to be made which would cause lay-offs they will work out a severance pay plan agreeable to both parties. In such case a meeting to facilitate an agreement will be held with proper representatives of the union before lay-offs take place.

5. *Dismissal Pay to Employees Laid Off, Relieved, Dropped, or Retired Without Receiving Pension*

A termination allowance in an amount provided by the schedule set forth in section 4 of this article XII shall be paid to employees who, having completed one or more years of net credited service, are laid off, relieved, dropped, or retired at age 65 without being granted a service disability, or special pension.

6. *Dismissal Pay on Voluntary Resignation, Discharge, Job Elimination, and Lay-Off Affecting More Than 25 Percent of Unit. Maximum Dismissal Allowance Greater for Discharge Than for Resignation.*

An employee who voluntarily resigns for reasons of his own, and leaves the service in good standing shall receive termination wages in accordance with the length of his service as follows:

(a) An employee who has completed 1 year but less than 2 years of service shall receive as a termination wage 1 week's pay and in addition shall receive payment for any unused portion of the vacation allowance for which such employee is then eligible.

(b) An employee who has completed two or more years of service shall receive as a termination wage 2 weeks' pay and in addition shall receive payment for any unused portion of the vacation allowance for which such employee is then eligible.

An employee when discharged for a cause other than insubordination, insobriety, dishonesty, shall receive a termination wage equivalent to 1 week's pay per year of service, up to a maximum termination wage of 10 weeks' salary and in addition shall receive payment for any unused portion of the vacation allowance for which such employee is then eligible.

An employee who has been demoted for cause other than insubordination, insobriety or dishonesty may elect, as an alternative to such demotion, to terminate his employment with the company and to receive a termination wage provided herein, provided such election is made either in lieu of protesting the demotion within the 5 days provided in section — hereof, or if the demotion is protested, within the time limits provided in section —; provided, however, that refusal of the employee to perform the duties of the classification to which he is demoted, during any portion of the time period provided in section — for appeal against the demotion, shall be deemed an election to terminate his employment with the company and to receive the termination wage hereinabove provided.

In the event of the elimination of any pay-roll classification subject to this agreement, the employee so affected shall receive a termination wage in lieu of rehiring rights or other benefits as provided by section — hereof, provided that at the time of the elimination of such pay-roll classification, no similar pay-roll classification exists elsewhere in the company, and provided there is no parallel or successor classification which includes all or a large part of the duties of the pay-roll classification eliminated.

In the event of a lay-off affecting more than 25 percent of a working unit, as defined in appendix D of the agreement, and when, in the opinion of the company, there is no reasonable possibility that employees will be offered reemployment in the working unit within the period designated in section — of this agreement, the company shall then, in lieu of any rehiring rights whatsoever, pay the employees so affected a termination wage.

An employee released in accordance with the provisions of this section shall have a termination wage equivalent to 1 week's pay for each year of service up to a maximum termination wage of 10 weeks' salary, and in addition shall receive payment for any unused portion of the vacation allowance for which such employee is then eligible.

7. Dismissal Pay on Termination or Lay-Off Exceeding 30 Days

An employee who has been employed as much as thirty (30) calendar days, but less than 1 year, shall be paid \$10 severance pay upon termination of employment or upon being laid off for more than thirty (30) days.

An employee who has been employed 1 year or more shall be paid severance pay of \$10 for each completed year of service and \$10 for the final partial year of service since [date], upon termination of employment or upon being laid off for more than thirty (30) days.

Over-all severance payments shall not exceed \$10 for each completed year of service and \$10 for the final partial year of service since [date], including leaves of absence granted under article 14.

8. Dismissal Pay on Lay-Off Exceeding 30 Days; Minimum Service and Maximum Annual Earnings Qualifications

Any employee other than an employee with less than two (2) years of continuous service credit, and other than a part-time or temporary employee, whose annual earnings at base rates or hourly wage rates are at a rate not in excess of \$5,000 a year, and who meets the continuous service credit requirements stated herein, shall be entitled to lay-off allowance in accordance with the provisions of this paragraph when he is laid off for lack of work for a period in excess of thirty (30) days. No employee shall be entitled to lay-off allowance in cases where such lay-off is due to fire, flood, explosion, bombing or earthquake causing damages in the plant which makes it impossible to resume work in the section in which such employee works.

* * * * *

Such lay-off allowance shall be paid at the end of a waiting period of thirty (30) days from the date of such lay-off. An employee who is reinstated in employment with the company during the waiting period shall not be entitled to lay-off allowances as herein provided.

9. Dismissal Pay on Lay-Off Provided in Good Standing With Company and Union

All other employees who shall be in good standing with the company and the union and of necessity must be laid off by the company shall receive a severance pay as follows: An employee having one (1) year seniority shall receive one (1) week's pay, two (2) years' seniority, two (2) weeks' pay, five (5) years' seniority, three (3) weeks' pay. However, no employee shall receive both military and lay-off severance pay.

NOTE: This agreement provides for a union shop.

10. Dismissal Pay on Lay-Off to Regular Employees With Minimum Age and Service Qualifications. Pay To Be Requested by Union Within 3 Months.

Laid off employees shall be compensated with severance pay, in accordance with herein contained schedule of amounts, provided:

(a) That the employee is not on leave of absence at any time following the effective date of the lay-off.

(b) That the request for severance pay is made in writing by the local union within 3 months from the effective date of the lay-off but, provided further, if such employee defers decision on the acceptance of severance pay and, in the

meantime, is offered reemployment in accordance with the terms and conditions of said labor agreement and fails to return to work, such employee shall have forfeited all rights and privileges under this agreement and said labor agreement and the company shall in no event be obligated to pay severance pay.

(c) That the employee is 30 or more years of age, is a regular and not a seasonal or part-time employee and has been on the company pay roll for a period of five or more years, except as otherwise provided for in paragraphs — and — of this agreement [military service leave included; service of reemployed workers who had previously forfeited seniority rights dates from date of reemployment]. Seasonal employees are defined as those employees not employed on a full-time basis as provided for in the article covering working hours of the said labor agreement.

(d) That the lay-off because of curtailment, consolidation, completion, or elimination of work has not been occasioned as a result of competition, regulation, legislative act or directive order by Federal, State, or municipal governments or union jurisdiction awards or the loss or surrender of a franchise; except in the event said loss or surrender is the result of a voluntary sale or transfer of company property to a second party who continues to operate said property, the company agrees to protect the employees involved with the full rights and privileges as contained herein for a period of 1 year from date of said sale or transfer.

(e) Employees first exercise their seniority rights to the fullest extent in accordance with the terms of the said labor agreement. Loss of a particular job shall not be considered a lay-off under this agreement if employment is available by the exercise of seniority rights as contained within the said labor agreement, even though less compensation might be involved.

(f) An employee receiving severance pay shall forfeit all seniority rights and any other privileges, rights, or benefits to which such an employee may now or hereafter be entitled.

11. *Dismissal Pay in Event of Permanent Shut-Down of Plant or Department*

When, in the sole judgment of the company, it decides to close permanently a plant or discontinue permanently a department of a plant or substantial portion thereof, and terminate the employment of individuals, an employee whose employment is terminated either directly or indirectly as a result thereof because he was not entitled to other employment with the company under the provisions of section 11—seniority of this agreement and paragraph — below, shall be entitled to a severance allowance in accordance with and subject to the following provisions.

12. *Union May Discuss Dismissal Pay if Company Plans Permanent Shut-Down of Plant*

In the event that the company contemplates the permanent closing down of the plant involving the permanent lay-off of employees, the company shall notify the union before taking such action, and the union may discuss the subject of severance pay.

13. *Dismissal Pay to Employees Permanently Displaced but Not to Those Laid Off, Regardless of Duration of Lay-Off*

In the event that the plant or a portion thereof, the employees of which are covered by the contract, is shut down, though it may not be dismantled until later, and any employee or group of employees are permanently displaced, because of the discontinuance of certain operations within the plant, because of the introduction of labor-saving devices, or otherwise the employees who (1)

are permanently displaced as a result thereof, and (2) prior to the date of such shut-down or displacement, have been continuously in the employ of the company for 3 years but less than 10 years, shall receive dismissal pay of 2 weeks' pay. Those employees who meet the conditions above set forth and have been continuously in the employ of the company for 10 or more years shall receive dismissal pay of 4 weeks' pay.

The determination of continuous employment and the computation of the amount of pay (with respect to the amount of hours per week and the rate of pay) shall be made on the same basis as provided in the section of this contract covering seniority and vacations.

It is further agreed that dismissal pay shall not be paid in the event of lay-offs, regardless of the duration of said lay-off.

14. *Dismissal Pay for Employees Dismissed Because of Merger or Suspension of Business*

In the event of merger, consolidation, or permanent suspension of publication by any newspaper covered by this agreement all employees who lose employment thereby shall receive dismissal pay as follows: * * *

15. *Dismissal Pay on Discharge Except for Causes Listed in Posted Company Rules.*

The company shall give employees 2 weeks' pay upon discharge except for any of the causes listed in the company's posted rules and regulations, provided said employee shall have been continuously employed for 24 months or more. If, after seven (7) months' continuous service or seven (7) months after commencement of last vacation, an employee's services are terminated for any reason except for those causes listed in the company's rules and regulations, the employee will be entitled to receive in addition to his separation pay a proportion of his next vacation pay. No other cash allowance in lieu of vacation shall be made.

16. *Dismissal Pay Limited to Dismissal Due to Technological Displacement. Displaced Employee May Accept Either Seniority Rights for Rehiring in Some Other Capacity or Dismissal Pay Based on Length of Service.*

The employer will pay separation allowances to employees displaced by technological changes and for whom no other jobs are open upon the following terms and conditions:

Any employee shall be considered displaced by technological changes when his particular job is permanently abolished because of (1) Changes in plant or equipment, or (2) Changes in process operations.

Displacement by technological changes shall not mean or include any jobs temporarily discontinued because of trade conditions such as lack of demand for any of the products the employer may have been at any time manufacturing. That is, abolition or discontinuance of a job due to technological change shall not be confused with furloughs brought about in a normal manner because production of any kind or variety of any production by any department or section of the plant is not required by the employer at the time for the purpose of sale, use, or inventory.

Should displacement be made because of change in plant or equipment or process operations in any department or section, a worker so displaced shall be given the option for three (3) days of becoming a displaced employee with the benefits provided under the terms of this agreement and being dropped from the seniority list, or being transferred according to seniority to the furlough list.

All displacement shall be made in accordance with seniority.

In case of discontinuance of jobs by reason of technological changes as defined above, the employer agrees to give such employee separation allowance

equivalent to one (1) week's average pay for each full year's service, up to and including ten (10) years' service.

17. Dismissal Pay on Dismissal for Incompetence—Same Amount as for Dismissal for Retrenchment or Reorganization

Employees dismissed for unsatisfactory performance of work shall be entitled to terminal vacation pay, and 1 week's severance pay for each year of service up to a maximum of 5 months' salary * * *. Employees dismissed because of retrenchment or reorganization shall be entitled to 2 months' notice, terminal vacation pay, and 1 week's severance pay for each year of service up to a maximum of 5 months' salary.

18. Dismissal Pay on Dismissal for Incompetence—Service Requirement Higher and Maximum Allowance Less Than Dismissal for Retrenchment, or Reorganization

Employees who have been employed 2 years or longer and who are dismissed for incompetence shall receive severance pay amounting to 1 week for each year of employment up to a maximum of 4 weeks' pay.

[Full-time employees dismissed for] retrenchment or reorganization * * * shall be given * * * a dismissal wage of 1 week's pay for each year of service.

19. Dismissal Pay in Event Employee is Permanently Disabled

In the event of permanent disability of any employee the [employer] agrees that said employee shall be paid, if such permanent disability in fact continues, a sum equal to that which the employee would have been entitled had he been discharged under the terms of this contract, less any legal costs or expenses caused the [employer] in making said payment.

20. Dismissal Pay to Veterans Disabled During Military Service or to Their Beneficiaries in Case of Death in Service

In the event an employee is physically incapacitated in and at the end of such service [military service] to the extent that he is unable to carry on his former employment and the employer is unable to place him in other acceptable employment, he shall at the termination of such service be granted his dismissal pay as of the date he left the service of the employer. In the event such employee dies while in such service, the amount of dismissal pay shall be paid to his beneficiary previously designated in writing by the employee upon receipt by the employer of proof of his death.

21. Dismissal Pay Paid to Heirs if Employee Dies

If an employee shall die while in the employ of the [employer], the [employer] shall pay to the beneficiary designated by him, or in the absence of such designation to his estate, a sum of money equal to the amount of severance pay, if any, to which he would have been entitled under the provisions of section — of this article had he been dismissed by the [employer] on the date of his death; provided, however, that the amount payable by the [employer] under the foregoing provisions of this section ——— in respect of any employee shall be reduced by the amount payable upon the death of such employee under any group insurance plan of the [employer] then in effect.

22. Dismissal Pay on Death to Heirs of Employees Ineligible for Group Life Insurance

The publisher agrees to continue to carry a group life insurance policy that will provide for the payment of one thousand dollars (\$1,000) to the estate of any employee eligible for coverage under the group life insurance policy. As to

all those who are not eligible for coverage under said policy, the publisher agrees to pay a sum equal to the amount which said employee would have been entitled to as severance pay, but not in excess of one thousand dollars (\$1,000) in any one case.

23. *Dismissal Pay Given When Employee Voluntarily Retires or Is Retired After 25 Years' Service*

Any employee, after 25 years of service, may retire voluntarily, or may be retired by the [employer], and in either event, receive the dismissal indemnity as set forth in section —, part —.

24. *Dismissal Pay on Retirement for Age or Disability Exceeds Dismissal Allowance Granted for Other Reasons*

Upon reaching age sixty-five (65), or upon completion of twenty-five (25) years of continuous and uninterrupted service, as hereinbefore defined, or upon certification of a doctor designated by the publisher that the employee is permanently incapacitated from discharging his duties, such employee may terminate his employment and upon written application to the publisher shall receive a cash lump sum based on length of service as follows:

	<i>Weeks</i>
Less than 5 years of service.....	5
5 to 10 years of service.....	10
10 to 15 years of service.....	15
15 to 20 years of service.....	20
20 to 25 years of service.....	30
25 or more years of service.....	40

Payments under this section shall be in lieu of any other terminal pay provisions provided for elsewhere.

NOTE.—Dismissal payments granted for other reasons total 30 weeks after 14½ years' service.

25. *Dismissal Pay or Monthly Pension at Employer's Option on Voluntary Retirement*

Any employee after 25 years of service may retire voluntarily on account of age or illness and receive dismissal indemnity as set forth in this article.

The [employer], instead of giving severance pay, may place that employee on a retired list at a mutually satisfactory monthly pension rate. If the employee dies when he has received an amount less than the amount of severance pay to which he would have been entitled under paragraph — of this article, the [employer] shall at once pay to the employee's beneficiary, designated by the employee in writing in advance, or to the executor or administrator, in a lump sum, the difference between the two amounts.

26. *Dismissal Pay to Employees Requested to Resign*

If an employee be requested in writing to resign, and complies with that request, he shall be paid the severance pay as above set forth.

27. *Dismissal Pay as Inducement To Resign or if Terminated for Inability To Perform Job, or Laid Off for Lack of Work*

A termination payment, plus compensation for any vacation to which the employee might be entitled for the calendar year, shall be paid under the following conditions:

- (a) To a regular employee who is laid off because of lack of work, and
- (b) To any employee as inducement to terminate her service in case there is a definite program for a reduction in the force, and

(c) To a regular employee whose services are terminated for reasons such as inability or unadaptability to perform properly the duties of the job, provided there is no action on the part of the employee to provoke dismissal.

28. *Employee Option To Accept Job in Locality, or Dismissal Pay. No Payment if He Rejects Job in Same Plant*

In lieu of severance allowance, the company may offer an eligible employee a job, for which he is qualified, in the same general locality. The employee shall have the option of either accepting such new employment or requesting his severance allowance. If an employee accepts such other employment, his continuous service record shall be deemed to have commenced as of the date of the transfer, except that for the purposes of severance pay under this section and for purposes of section 12—vacations, his previous continuous service record shall be maintained and not be deemed to have been broken by the transfer.

As an exception to paragraph 1 above, an employee otherwise eligible for severance pay who is entitled under section 13—seniority to a job in another part of the same plant shall not be entitled to severance pay whether he accepts or rejects the transfer. If such transfer results directly in the permanent displacement of some other employee, the latter shall be eligible for severance pay provided he otherwise qualifies under the terms of this section.

29. *Dismissal Pay Allowed if Employee Transferred to Another Unit of Parent Organization*

Employees transferred by the management to another * * * paper, to * * *, or any other * * * organization now in existence or to be created during the life of this contract, will be paid by the * * * Company the sum due as severance payment, under this article of agreement, unless the organization to which they are transferred agrees in writing to accept the accumulated service and to make an equal payment in event of discharge, provided the period on which severance pay is based shall not be considered continuous beyond the time when the employee last received severance pay from a * * * organization.

30. *Dismissal Pay Allowed if Employee Transferred to Other Operations at a Lower Rate of Pay*

Employees accepting transfers to other operations at an equal or higher rate of pay shall be entitled to no benefits [severance pay] under this agreement.

Employees accepting transfers to other operations at a lower rate of pay shall be entitled to the full benefits hereunder [severance pay].

31. *Dismissal for Failure To Maintain Union Membership Forfeits Right to Dismissal Pay*

No employee, required to maintain membership in the [union] and dismissed on account of his failure to do so, shall be entitled to severance pay.

32. *No Dismissal Pay if Employee Dismissed for Dishonesty or Gross Misconduct*

Severance pay shall not be required as to any employee who shall be guilty of proven dishonesty or proven repeated gross misconduct, and who shall be discharged on account of such offense.

33. *Dismissal Pay Forfeited if Employee Discharged for Specified Causes*

The [employer] need not grant severance pay in case of discharge for dishonesty, repeated drunkenness after warning, gross neglect of duty or gross insubordination.

34. *Dismissal Pay Not Granted if Employee Provokes Discharge*

Dismissal pay need not apply to an employee discharged for dishonesty or in case of self-provoked discharge, for the purpose of collecting dismissal pay.

35. *No Dismissal Pay to Employees Guilty of Unexcused Absences*

Any employee whose services are terminated through no fault of his own shall be granted severance pay, after 1 year's service of 1 week's pay; after 2 years', but less than 5 years' service, 2 week's pay; after 5 years', but less than 10 years' service, 3 weeks' pay; and after 10 years' service, 4 weeks' pay; provided, however, that any employee who is guilty of any unexcused absence shall forfeit all previously acquired severance pay rights.

36. *No Dismissal Pay in Event of Death*

No termination allowance shall be due the employee in any case where the separation is the result of retirement on pension, death, transfer, or resignation.

37. *No Dismissal Pay to Employees Quitting Voluntarily, on Leave of Absence, or Retiring With Pension*

The provisions of paragraph—hereof [termination payments], do not apply in the case of (a) an employee leaving the service voluntarily without inducement by the company to terminate such employee's services, (b) an employee on a leave of absence, or (c) an employee qualified to retire with pension.

38. *Part-Time Workers To Receive Pro Rata Dismissal Pay*

Part-time workers, upon dismissal after six (6) or more months of continuous service, shall be entitled to severance pay in the proportion the yearly time worked by them bears to that worked by full-time workers.

39. *Temporary Employees To Receive Dismissal Pay*

A termination allowance shall be paid to a regular or temporary employee whose service is terminated under any of the conditions outlined below :

1. Laid off in conformity with this contract.

2. After a leave of absence granted to an employee of 10 years' or more net credited service when no work is available at the time he applies for reemployment.

(a) Such employee must have indicated, at the time the leave was granted, a reasonable expectancy to return to work.

(b) Such employee shall have suffered no impairment during the time of such leave of absence which would render him unqualified to perform the work.

3. Dismissed except for misconduct as distinguished from poor quality of work.

40. *Temporary or Part-Time Workers Not To Receive Dismissal Pay*

Dismissal indemnity need not apply to temporary or part-time workers.

41. *No Dismissal Pay to Temporary or Casual Employees or for Temporary Suspensions of Work*

A lay-off allowance is payable to an employee who has 3 months or more of company service credit and who is removed from the pay roll due to lay-off on account of reduction in force. Lay-off allowance does not apply in the case of temporary suspensions of work or to the employee hired for intermittent or casual work or as a temporary worker for a limited time or specific project.

42. *Dismissal Pay for Discharged Workers at Discretion of Management*

In case of discharge, the matter of (separation) allowance will be left to the discretion of the management of the company.

NOTE: Dismissal allowance is made in event of a permanent lay-off.

43. *Dismissal Pay for Reasons Other Than Lay-Off or Retirement Without Pension at Company's Discretion*

Termination allowances, in amounts determinable under section — of this article, will be paid to all regular employees laid off for lack of work and to those retired at age 65 who are ineligible for service pensions. They may be paid to employees leaving the service for other reasons in the discretion of the company, but no such allowance will be paid to an employee dismissed for misconduct in the judgment of the company or to an employee who resigns or who is retired with a service pension.

Computation of Dismissal Pay

Some agreements provide a uniform dismissal payment for all employees, regardless of differences in length of service or amount of earnings. More commonly, however, the amount is graduated according to length of service at the time of termination and the employee's salary. In some of these graduated plans, an employee's weekly wage is multiplied by the number of years in service; in others, the dismissal compensation is determined by certain service year groupings.

In some graduated plans, the ratio of severance pay to service is uniform, such as 1 week's pay for every 6 or 8 months' or year's service; in others, the ratio is increased at certain intervals. While some of these graduated plans set no ceilings on payments, others establish a limit in the form of a specified number of weeks' or months' pay, or a specified sum.

The unit for determining compensation is usually a week's wages or salary. This may be computed from the highest salary received by an employee during his employment or the highest salary during the preceding 6 months or year or other designated period, or, again, on the average weekly salary or earnings received during a specified period (often 6 months or a year) prior to dismissal, or at the current rate of pay.

State or Federal taxes, or social security levies, may be deducted from severance pay. Some agreements also provide for the deduction of any unemployment compensation which the employee may receive after termination; others, however, specify that no such deductions will be made.

Dismissal compensation is usually paid in a lump sum, but a few agreements provide for periodic payments at regular weekly or monthly intervals. Other agreements give the employer the option of paying either periodically or in a lump sum, or provide for a method as agreed among employer, union, and employee.

Some agreements credit all or part of the time spent on military or other leave towards the total service of the employee for computing the dismissal allowance due.

METHOD OF CALCULATION

44. *Uniform Plan: 2 Weeks' Dismissal Pay to All Employees With at Least 1 Year's Service*

The company agrees to pay two (2) weeks' severance pay upon termination by the management of employment of not less than one (1) year, except in case of voluntary resignation, of discharge for cause, or of the employee's failure to maintain good standing in the union.

45. *Uniform Plan: 2 Weeks' Dismissal Pay to All Employees; No Service Requirements*

In the event of consolidation or suspension of business, all employees affected shall receive severance pay of not less than two (2) weeks' wages at the regular established rates.

46. *Uniform Plan: 2 Percent of Base Pay for 1 Year; Pro Rata for Employees With Less Than 1 Year's Service*

Employees with a year or more service get severance pay of 2 percent of 1 year's base pay. Employees with less than 1 year's service get 2 percent of base pay for their length of service. The base pay is computed as follows: The hourly rate is multiplied by the number of hours in a regular scheduled workweek, and by 52.

47. *Graduated Plan: Uniform Ratio of Dismissal Payments; 1 Week for Each Year of Service; No Maximum*

The employer agrees to pay (1) week's severance pay for each year of service.

48. *Graduated Plan: Uniform Ratio of Dismissal Payments; 1 Week for Each 30 Weeks' Service; Maximum Stated as Number of Weeks' Pay*

When an employee is discharged after six (6) months of continuous service he shall be entitled to severance pay, in cash in a lump sum, equal to one (1) week's pay for each thirty (30) weeks of employment or major fraction thereof, up to a maximum of twenty-six (26) weeks' pay.

49. *Graduated Plan: Uniform Ratio of Dismissal Payment; 1½ Weeks for Each 6 Months' Service; Maximum Stated as Monetary Sum*

Subject as hereinafter provided, an employee, other than a temporary employee hired for any purpose other than to replace a military absentee, who shall be dismissed by the publisher for any reason other than gross misconduct in connection with his duties as an employee of the [employer] shall be paid an amount of severance pay equal to his highest regular straight-time weekly rate of pay times one and one-half for each 6 months (or major fraction thereof after the first such 6-months' period) of his last continuous service with the [employer], not to exceed \$5,000 or to be less than 1 week's pay.

50. *Graduated Plan: Uniform Rates of Dismissal Payments. Maximum Allowance Less for Some Types of Dismissals Than for Others*

Employees who have been on the staff 1 year or longer and who are dismissed for reasons of retrenchment or reorganization shall receive a separation allowance equal to 1 week's salary for each year of service, up to a maximum of 12 weeks. Employees who have been on the staff for 1 year or longer and who are dismissed for other reasons than malfeasance, shall receive a similar allowance, up to a maximum of 4 weeks.

51. *Graduated Plan: Uniform Ratio of Dismissal Payments; Fixed Amount for Each Year of Service Regardless of Wage Rate. No Maximum Stated.*

When there is a reduction in force in any department and an employee is laid off as a result of such reduction in force, or when an employee is closed out of

service by reason of permanent physical disability, he shall be paid, subject to the conditions hereinafter set forth, an amount equal to twenty-five dollars (\$25) for each completed year of continuous uninterrupted service, computed from his last date of hire. Severance pay shall not be paid to any employee who leaves the service of the company for any reason whatsoever other than as a result of a reduction in force or permanent physical disability. Severance pay shall not be paid to any employee who is laid off as a result of a reduction in force if he is offered other employment with the company.

52. *Graduated Plan: 6 Weeks' Pay After 6 Months' Service; 12 Weeks After 1 Year. Pay Limited to Regular Situation Holders*

Employees who have held regular situations for more than 6 months but less than 1 year shall be paid 6 weeks' dismissal pay.

Employees who have held regular situations for more than 1 year shall be paid 12 weeks' dismissal pay.

Dismissal pay shall be at the employee's regular straight-time rate of pay as of the time of dismissal.

53. *Graduated Plan: Ratio of Dismissal Pay to Service Progressively Raised as Years of Service Increase. No Maximum Specified*

Regular employees who are laid off because of a force surplus will receive a termination payment consisting of 1 week of pay, at their current basic weekly rates, for each completed year of net credited service up to and including the fourth year. In addition, employees with more than 4 years of service will receive 2 weeks of pay for each year of net credited service beginning with the fifth completed year and up to the eighth year, and 3 weeks of pay for each year of net credited service beginning with the ninth completed year and up to the twelfth year, and 4 weeks of pay for each completed year of net credited service thereafter beginning with the thirteenth year. Employees having more than 1 year of net credited service shall receive payment for fractional years of service based on the completed months of service in the fractional year. Such payments shall be made at the rate provided above which is applicable to the fractional year.

54. *Amount of Dismissal Pay Specified but Company May Make Additional Payments on Individual Basis*

Each regular full-time employee with one or more years of net credited service laid off under the provisions of section _____ of this article (including those laid off in accordance with the terms of any further agreements reached with union) shall receive, in addition to any vacation payment to which he may be entitled, a lay-off allowance in accordance with the following:

(a) One week's basic pay for each completed year of net credited service up to and including 8 years.

(b) One week's basic pay for each completed 6 months of net credited service beyond 8 years.

(c) In cases where an employee has more than 15 years of net credited service, company may, in its discretion, make payments in addition to those provided under (a) and (b) above, such additional payments to be determined by company on an individual basis.

55. *Dismissal Compensation Determined by Service Year Groupings: No Ceiling on Payments*

Severance pay, except in the event of dismissal for gross breach of trust, or for failure to become or remain a member of the [union] in good standing, shall be paid according to the following schedule:

Two weeks' severance pay shall be given to an employee having less than a year's previous experience who is dismissed in his first year in the [employer's] employ.

Four weeks' severance pay shall be given to an employee having more than a year's previous experience who is dismissed in his first year in the [employer's] employ.

Five weeks' severance pay shall be given to an employee dismissed in his second year of employment, and an additional week's pay for each additional year thereafter up to 10 years.

Eighteen weeks' severance pay shall be given to an employee dismissed after 10 years and up to 12 years of employment.

Twenty-two weeks' severance pay shall be given to an employee dismissed after 12 and before 15 years of employment.

Twenty-six weeks' severance pay shall be given to an employee dismissed after 15 years of employment, and an additional week's pay shall be given for each year of service above 15.

DEFINITION OF BASIS OF PAYMENT

56. Dismissal Pay Based on Highest Rate Received During Employment with Company

When the staff is reduced, any employee who has worked 30 or more hours per week regularly for at least 6 months shall be given at least 1 week's notice of the elimination of his position or 2 weeks' notice if his service exceeds 12 months, at which time he shall (1) exercise his displacement or transfer rights, or (2) failing to exercise those rights, be considered dismissed and receive his dismissal pay as hereinafter provided.

Dismissal indemnity for an employee discharged except for gross insubordination or repeated willful misconduct in the performance of his duties shall be based upon the length of the employee's last continuous employment with the employer and on the highest regular weekly salary received by the employee from the employer according to the schedule set up below.

When an employee of 5 or more years continuous full time employment, or an employee who has had such continuous full time employment, and is working for the employer in a position carrying full seniority privileges, has, in the event of the elimination of his position, been forced to accept less than 30 hours per week, his period of continuous employment under this section shall have terminated and he shall be entitled to all the benefits of this section as if his employment had entirely terminated; such benefits, however shall be credited to him and paid only when he is completely removed from the company's employ. If an employee who has been credited but never paid benefits hereunder is reinstated to full-time employment, he shall have returned to him all previously acquired continuous service credit.

57. Dismissal Pay Based on Highest Weekly Rate Received During the Previous 6 months

Severance pay shall be based upon the highest weekly rate of pay received during the last 6 months of employment prior to discharge.

58. Dismissal Pay Based on Highest Regular Weekly Salary Received During Previous 2 Years

In all cases, severance pay shall be computed on the basis of the highest regular weekly salary received by the employee during the two (2) years next preceding the termination of his service.

59. *Dismissal Pay Based on Average Weekly Salary, Including Bonus*

Any employee who is laid off because of a reduction or decrease in staff shall be entitled to receive at the time of lay-off a severance allowance as follows:

(a) If such employee had been continuously employed by the employer for a period of not less than one (1) year nor more than three (3) years, such employee shall receive one (1) week's pay.

(b) If such employee had been continuously employed by the employer for a period in excess of three (3) years but not more than five (5) years, such employee shall receive two (2) weeks' pay.

(c) If such employee had been continuously employed by the employer for a period in excess of five (5) years, such employee shall receive two (2) weeks' pay plus one (1) additional week's pay for each year of continuous service in excess of five (5) years.

For the purpose of this article a week's pay shall consist of the weekly pay, including bonus, for the average normally scheduled straight-time hours of work per week of the respective employee based upon the 6-month period immediately preceding the date of lay-off. In no case shall any employee be entitled to receive more than one (1) severance allowance in any calendar year.

60. *Dismissal Pay Based on Rate at Time of Termination Including Shift Bonus and Meal Allowance. Rate Proportionate to Reduced Hours if on Part Time*

A "week's pay" [for termination payments] shall be computed at the rate of pay in effect on the date of the employee's termination of employment, the rate of pay to include any night and evening differential and any wage equivalent for meals to which the employee is entitled. If part-timing is in effect, the rate of pay shall be reduced in the same proportion as the reduction in hours.

61. *Dismissal Pay Based on Average Weekly Salary, Excluding Bonuses*

The wage upon which severance pay shall be computed shall be the employee's average weekly salary (exclusive of bonuses and payments for special work) for the 26 weeks previous to dismissal or retirement.

62. *Dismissal Pay Basis For Weekly-Paid and Commission Employees Defined*

Severance pay shall be based on the highest wage received by an employee during the 12 months preceding dismissal; or, in the case of an employee receiving a wage and a commission, it shall be based on the highest weekly wage plus the average weekly commission or drawing account for the preceding 12 months; or, in the case of an employee on a straight commission basis, it shall be based on the average commission or drawing account of the preceding 12 months.

DEDUCTIONS**63. *Taxes Deducted From Dismissal Pay***

From the severance pay the [employer] may deduct any levy or tax to which the employee is subject under State or Federal employment or social security legislation, or any other law, executive order, or administrative order issued in pursuance of the law.

64. *Sick-Leave Payments Deducted*

An employee who voluntarily retires after being certified by the medical department of the [employer] as unable to continue work by reasons of old age or illness shall, if such employee is not granted a pension under the prevailing pension practice, be entitled to receive in a lump sum a cash severance payment equal to 2 weeks' pay for each full year's continuous and uninterrupted employment as recognized in the employment records of the [employer]. In the case

of any such retiring employee there shall be deducted from the severance pay the amount of any sick-leave payments paid to the employee during the immediately preceding 12 calendar months.

65. *No Deduction for Unemployment Compensation*

Severance pay shall not be reduced by or have the effect of reducing unemployment compensation or any other compensation provided for under State or Federal laws, unless State or Federal laws are to the contrary.

66. *Legal Dismissal Payments, but Not Unemployment Compensation, Deducted*

Severance allowance shall not be duplicated for the same severance, whether the other obligation arises by reason of contract, law, or otherwise. If an individual is or shall become entitled to any discharge, liquidation, severance, or dismissal allowance or payment of similar kind by reason of any law of the United States of America or any of the States, Districts, or Territories thereof subject to its jurisdiction, the total amount of such payments shall be deducted from the severance allowance to which the individual may be entitled under this section, or any payment made by the company under this section may be offset against such payments. Statutory unemployment compensation payments shall be excluded from the nonduplication provisions of this paragraph.

67. *Unemployment Compensation Deducted*

Company will pay said employees on separation of employment an amount equal to twenty-six (26) times the difference between employee's average weekly earnings as defined by the vacation pay clause in our existing labor contract, excluding, however, therefrom, premium pay for night shift, and any weekly unemployment insurance benefits to which such employee shall be entitled to receive if thereafter he was unemployed.

68. *Legal Costs and Other Expenses Deducted From Amount Paid Employee's Beneficiaries*

If an employee's services are terminated by death, there shall be paid to his legal representatives a sum equal to the amount of severance pay to which he would have been entitled under paragraph * * * if he had been discharged less any legal costs and expenses incurred by the [employer] in making the payment.

CALCULATION OF SERVICE FOR DISMISSAL PAY

69. *Service for Determining Amount of Dismissal Pay Includes Military Service Leave*

In determining the severance pay of such an employee [on military service leave], time spent on such leave shall be included. Such employee shall also be given credit in his experience rating for the time spent on such leave.

70. *Service for Determining Amount of Dismissal Pay Excludes Time on Leave of Absence*

By arrangement between the [union] and the employer, leaves of absence may be granted without prejudice to continued service; provided that the period of any leaves of absence shall not be counted as service in the computation of dismissal indemnity.

71. *Service for Determining Amount of Dismissal Pay Excludes Furloughs or Leaves in Excess of 1 Year*

Years of service shall be interpreted to mean the total number of years between the last date of employment and the date on which the employee is displaced due to a technological change.

No service deductions shall be made for any furlough or leave due to sickness or compensable injury of less than one (1) continuous year.

All time in excess of one (1) continuous year on furloughs or leaves shall be deducted in calculating displacement wages.

TIME AND METHOD OF PAYMENT

72. *Dismissal Compensation Paid in Lump Sum*

When an employee * * * is discharged, he shall receive a cash dismissal payment in a lump sum in accordance with the following schedule for years of continuous and uninterrupted employment.

73. *Company Option of Paying Dismissal Allowance as Lump Sum or in Monthly Installments*

The company may elect to compensate for severance pay either in a single lump sum or in equal monthly payments to be spread over as many months as are included in the severance pay allowance.

74. *Employee Option of Receiving Dismissal Pay as Lump Sum or in Monthly Installments*

Such dismissal pay shall be paid in a lump sum or by a continuance, for the approximate number of weeks, of the regular salary rate, at the option of the employee.

75. *Dismissal Allowance Paid in Weekly Installments to Employees Retiring Because of Illness or Old Age; Lump Sum to Other Employees*

Upon dismissal an employee shall receive in cash, dismissal indemnity in a lump sum equal to 1 week's pay for every 8 months' continuous service or major fraction thereof on any * * * enterprise, to a maximum of 28 weeks' pay, such dismissal indemnity to be computed at the highest regular weekly rate of pay received by the employee during the previous year.

In case of bona fide retirement from regular gainful employment because of physical or mental break-down, or old age, the [employer] will pay the dismissal indemnity according to the above schedule, except that the [employer] may make the payment weekly, as the salary would become due, instead of in a lump sum.

76. *Dismissal Allowance Paid in Weekly Installments at Rate of One-Third of a Week's Pay Per Week of Lay-Off*

After five (5) years of service, an employee who is laid off by the employer for a period of 1 week or more will receive up to five (5) 40-hour weeks' pay or five (5) 37½-hour weeks' pay as the case may be, payable at the rate of one-third of a week's pay per week during such lay-off. The rate shall be that of the job which the employee is on at the time of such lay-off; provided, however, if he is on alternating shifts, he shall be paid at the first and second shift rates and not on the third shift rates when the third shift is in the minority. For each additional year of service, after five (5) years, such an employee laid off will get 1 week's pay additional, payable at the same rate as above. The number of weeks of lay-off are accumulated, and the lay-off payments are deducted from such accumulations as paid. If the employee shall notify the company that at the time of the lay-off he believes he is getting a lower rate than the rate prevailing for the work which he has performed for the greater portion of the current fiscal year, the accounting department will pay such higher rate during the lay-off if the employee's impression is found to be correct.

An employee who is discharged or temporarily laid off as a reprimand for good and sufficient reasons, is not eligible for lay-off pay.

77. Allowance Payable Immediately Upon Separation

Separation allowance shall be due and payable to the displaced employee immediately upon separation.

78. Waiting Period of 13 Weeks or After Social Security Benefits Paid Unless Employee Requests Payments Upon Termination. Payment Terminates Employment Relation

If severance occurs because of technological unemployment, as above defined, the employee concerned shall, after a waiting period of 13 weeks, or after he has received his full compensation under the Social Security Act, receive severance pay according to the table designated under No. 2 above, unless he shall have meanwhile been reemployed by the employer. On receipt of severance pay, all his relations with the employer shall cease. During the waiting period specified above the employee shall not participate in any sharing of work. However, an employee who elects in writing to do so may receive his severance pay at the time of severance.

Reemployment Provisions

Dismissal wage plans covering situations in which technological changes necessitate labor curtailment often permit employees the privilege of accepting either a furlough or dismissal pay. Furloughed employees retain reemployment rights and preferences according to their seniority. Dismissed employees are given dismissal compensation and lose all reemployment rights, and, if rehired, are classed as new employees, without credit for seniority accumulated prior to dismissal.

Most union agreements, whether or not they provide for dismissal pay, specify that employees laid off shall not lose their seniority status if rehired within a specified period. Some agreements, particularly those of the American Newspaper Guild, in addition to providing dismissal pay, grant reemployment preference to employees who have been dismissed for reasons of economy; and, in a few cases, this right is extended to all employees dismissed except for cause. A few agreements in the former group limit the right to preferential reemployment to 1 year after the dismissal for reasons of economy or restrict it to union members.

Agreements sometimes require that, if reinstatement takes place within a short time, a portion of the dismissal pay, equal to the difference between the number of weeks dismissal pay received and the number of weeks laid off, shall be returned to the company through deductions from wages. More commonly, however, there is no return of the dismissal pay, but the reinstated employee if laid off again receives dismissal pay based on length of service only from the date of rehiring and not on total accumulated length of service; or the previous dismissal payment is deducted from the amount due. Some agreements further provide that employees rehired after accepting severance pay shall not be eligible for further severance pay until the expiration of a year, or some other specified period.

79. *Reemployment Preference to Dismissed Employees Who Have Received Dismissal Pay*

Employees covered by this contract who are dismissed for reasons other than gross misconduct will receive 1 week's pay for each 6 months of service in the employ of the [employer] through 10 years and 1 week for each year of service beyond 10 years, the maximum service payment being 22 weeks. All employees who are discharged except those discharged for reasons set forth in section 14 [incompetence, neglect of duty, insubordination or misconduct] shall be placed on a priority list in the classification in which they were engaged at the time they were discharged and the employees so discharged shall be rehired in the inverse order of discharge in such classifications, prior to the hiring of persons not on the list.

80. *Employee Option of Accepting Dismissal Pay or Being Transferred to Furlough List*

Should displacements be made because of technological changes, an employee so displaced shall be given the option of becoming a displaced employee with the benefits provided under the terms of this agreement [severance pay] or being transferred according to seniority to the laid-off list.

81. *Employee Option of Accepting Dismissal Pay or Transfer to Another Plant of Company*

In lieu of severance allowance, the company may offer an eligible employee a job, in the same job class for which he is qualified, in the same general locality. The employee shall have the option of either accepting such new employment or requesting his severance allowance. If an employee accepts such other employment, his continuous service record shall be deemed to have commenced as of the date of the transfer, except for the purpose of severance pay under this section and for purposes of section 10—Vacations, his previous continuous service record shall be maintained and not be deemed to have been broken by the transfer.

As an exception to paragraph 1 above, an employee otherwise eligible for severance pay who is entitled under section 11—Seniority to a job in the same job class in another part of the same plant shall not be entitled to severance pay whether he accepts or rejects the transfer. If such transfer results directly in the permanent displacement of some other employee, the latter shall be eligible for severance pay provided he otherwise qualifies under the terms of this section.

82. *Displaced Employees Given Reemployment Preference if Dismissal Pay Not Accepted*

A preferential list at [plant] only shall be established for workers of more than 2 years' service who may have been displaced, and such displaced workers shall have the privilege for a period of sixty (60) days of deciding to take separation allowance as provided in this agreement or accepting a place on the preferential list in accordance with his seniority for future employment on a job agreeable to the employer and the employee. The employer agrees to advise the union of the status of such preferential list.

83. *Employee Choosing Dismissal Pay Option During First Year of Furlough Loses Employee Status*

In the event that any employee covered by this agreement is put on involuntary furlough, such employee shall at any time during the first 12 months of such furlough be given the option of taking severance pay on the following basis: A lump sum cash gratuity equal to 1 month's pay for each completed year of con-

tinuous service with the company, computed on the basis of the salary at the time such employee was placed on involuntary furlough.

As a condition to the exercise of such option, the employee shall waive any claims to pension rights or benefits whatsoever and shall be deemed no longer in the employ of the company.

Any employee who is offered a transfer to another job as an alternative to lay-off, or who elects to resign as an alternative to the lay-off of another employee shall have the option of taking severance pay as outlined in section 1 above.

84. *Worker Reemployed After Accepting Dismissal Pay Loses Credit for Previous Seniority*

If an employee displaced by technological change chooses to take separation allowance and thereafter is reemployed at another job by the employer, he shall be reemployed as a new employee without credit for previous seniority or service.

85. *Deduction for Previous Period of Service for Which Dismissal Compensation Was Paid*

When dismissal indemnity has been paid to an employee of a * * * enterprise, the computation of dismissal indemnity will begin at the time of his reemployment and previous time served will not be included in the computation.

86. *Deduction for Previous Dismissal Payments if Again Laid Off*

Reengaged employees who have received a termination payment, and who are again laid off, will be paid the difference between the computed payment to which they are eligible and the net amount of any payments which they may have received due to any previous lay-off.

87. *One-Year Waiting Period Before Reemployed Worker Eligible for Another Dismissal Payment*

One year of accumulated service, after receiving severance pay, shall be required before an employee becomes eligible for a further severance pay.

88. *Partial Repayment in Installments of Excess Dismissal Allowance Upon Reemployment*

If an employee who has received termination payment is rehired and the number of weeks since the date of his lay-off is less than the number of weeks upon which the payment was based, the amount paid to the employee for the excess number of weeks shall be considered as an advance by the company and shall be repaid the company by pay-roll deductions at the rate of ten percent (10%) of his weekly earnings.

89. *Original Service Record Restored if Repayments of Excess Dismissal Pay Made on Reemployment*

Separation allowance refunds of unused separation pay shall be made by employees who are recalled to work prior to the expiration of their separation time allowance, by deduction of 20 percent of the employee's current salary rate at each pay period until the refund is repaid or until the employee is again separated.

If the employee makes a refund of his separation allowance previously received by him, as provided above, his service record will date from the same date as that from which his previous separation allowance was computed.

If the employee is again separated before he has made a refund of a separation allowance previously received, he will have his service credits reestablished to the extent that separation allowance repayments have been made. He will receive a separation allowance, if entitled to such, not less than the amount he has refunded.

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