

COLLECTIVE BARGAINING PROVISIONS

Promotion, Transfer, and Assignment; Lay-off, Work-Sharing, and Reemployment

Bulletin No. 908-7

UNITED STATES DEPARTMENT OF LABOR

L. B. SCHWELLENBACH, *Secretary*

BUREAU OF LABOR STATISTICS

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Letter of Transmittal

UNITED STATES DEPARTMENT OF LABOR,
BUREAU OF LABOR STATISTICS,
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THE SECRETARY OF LABOR:

I have the honor to transmit herewith the seventh bulletin in the series on collective bargaining provisions. The bulletin consists of two chapters: (1) Promotion, Transfer, and Assignment, and (2) Lay-off, Work-Sharing, and Reemployment, 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, with the assistance of members of the staff of the Bureau's Division of Industrial Relations, Boris Stern, Chief.

EWAN CLAGUE, *Commissioner.*

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

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 for promotion, transfer, and assignment, and lay-off, work-sharing, and reemployment, is the seventh in the collective bargaining series. The other bulletins in this Collective Bargaining Provisions series which have been published are as follows:

- 908 Union-Security Provisions.
- 908-2 Vacations; Holidays and Week-End Work.
- 908-3 Incentive Wage Provisions; Time Studies and Standards of Production.
- 908-4 Apprentices and Learners.
- 908-5 Discharge, Discipline and Quits; and Dismissal Pay Provisions.
- 908-6 Leave of Absence; Military Service Leave.

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Collective Bargaining Provisions

Chapter 1.—Promotion, Transfer, and Assignment

Introduction

Promotion, transfer, and assignment clauses deal with the basis or methods of shifting employees from one job to another which are consistent with employee security and plant efficiency. Such clauses attempt to reconcile conflicting rights or claims: The right of an employer to select employees for promotion or transfer and to determine the basis for selection; the right of an employee to request a promotion and transfer.

Promotions may be made either to a better-paying job or to a supervisory position within the bargaining unit or to another position outside the unit. It may also be any transfer to a better position without a wage increase.

Promotion involves or implies an opening or a vacancy and the question by whom and how it shall be filled.¹ To be promoted a person need not be doing the work nor even be immediately capable of mastering the job, although it is presumed that he has the "ability" to do the job. A promotion like a reclassification involves a labor-grade change.

It is often necessary to move workers from one job to another where no direct wage increase is at issue. Though such shifts are sometimes made at the employee's request, for reasons of health or convenience, or improved working conditions, they are more often initiated by management in the interest of production, to overcome difficulties in the production line due to bottlenecks or material shortage, or to utilize personnel most efficiently. When such shifts are made for a day or two for shorter periods, they are usually called job assignments, though some firms use the term "temporary transfers" for even short job changes.

¹ Promotions are distinguishable from job reclassifications. A reclassification grievance involves a claim that a person is doing the work of a higher classification and hence should be reclassified into the higher post. Theoretically, there is no question of a vacancy if the claim is substantiated since the person would actually be doing the work.

An employer's right to select and transfer employees from one job assignment to another may not be explicitly stated in the agreement, but it may be implicit in clauses which vest in management the right "to direct and control the working force."

Although a transfer generally involves no decided change in duties, responsibilities, skill required or compensation, the term can also be used to cover the change of any employee from a position in one labor grade to a position in a higher or lower labor grade.² Thus, there can be transfers within a department; transfers from one shift to another; and transfers from one department to another. Where the departments are contained within one section of a plant, a lateral transfer within a department usually means just a change to another machine, although it may mean an occupational change if both jobs are in the same labor grade. "Lateral" transfers of this character probably occur daily in accordance with production requirements and, generally speaking, are not governed by seniority or other rules. Shift transfers and interdepartmental or interplant transfers, on the other hand, are more likely to be determined by seniority rules.

Negotiations between labor and management on a promotion program generally center on the following questions: (1) Shall the employer have the right to promote solely as he sees fit, and, collaterally, must he promote from within or may he hire from the outside; (2) if not, what qualifications or factors shall govern the selection of an employee for promotion; and, on the basis of such standards, who shall finally determine the best qualified employee. In brief, the issue lies between organized labor's desire to extend seniority to cover promotions (so that length of service rather than special qualifications for the job would determine who is promoted to a better-paying job), and management's effort to control the assignment of men to jobs on the basis of competence rather than length of service.

In general, management looks upon promotions as one of its prerogatives. By and large, employers feel strongly against promoting on the basis of seniority, either plant or departmental, except when the choice involves men equally qualified to fill the new job. In their view, efficiency is impaired and individual employee incentive stifled if seniority, rather than ability, governs promotions. They feel that skill, ability, and personal qualities should get primary consideration, with seniority a factor only when all other qualifications are equal. By subordinating seniority to other factors, management argues it can promote the most skilled men, not those who merely get by, i. e., have "minimum qualifications" or "sufficient ability." And the final deter-

² However, a transfer to higher labor grades generally comes within the purview of the promotion or classification clauses of agreements and a transfer to a lower labor grade to avert lay-off is usually covered by the lay-off procedure.

mination of an employee's skill and ability justifying his promotion should be made by management, which it holds is better qualified to judge ability than an arbitrator. Another argument of management is the difficulty in building up an effective work force if seniority is strictly followed in promotions from one job to another, as new, skilled employees will not generally start at the bottom of the ladder. Management would, however, concede to organized labor the right of grievance against the practice of nepotism, favoritism, or discrimination in promotions.

Labor stresses seniority as the primary factor in making promotions on the ground that other factors are difficult to measure objectively. Where ability is given primary consideration, labor fears that management will tend to overemphasize its own judgment of merit and ability at the expense of seniority. Management, in the opinion of unions, cannot equate with exactness the qualifications of two workers, both of whom are capable of filling a higher job, and, if seniority is not considered, the results are employee dissatisfaction and an accumulation of grievances. Moreover, labor's argument runs, a man should be eligible for promotion not only if he is already qualified but if he can qualify within a reasonable period of time.

Even though some unions agree that seniority alone cannot be the determining factor for a promotion to a higher-rated job, they still insist that management should not have the sole right either to promote employees or hire new workers for job vacancies or job openings. Such discretionary powers of management would, it is feared, entirely negate the union's promotion policy to give consideration to present employees before filling vacancies with new employees.

In actual agreements, seniority in promotions is generally qualified by requirements of ability and may govern only if all other factors are relatively equal, or less strictly, if the employee has minimum qualifications. In emergencies, employers often retain the right temporarily to promote (or transfer) employees without regard to either ability, merit, or seniority.

Some agreements provide for promotions to higher paid work or slightly more responsible duties on the basis of seniority, though exempting the more important supervisory positions from the seniority provisions.

Sometimes the employer's right to promote is limited by requirements to consult with the union prior to selecting an employee for promotion, to make the selection from a group of employees who request consideration or who are recommended by the union, or to give first consideration to present employees.

So that employees will know of job vacancies and promotion opportunities, vacancies are often publicized. This may be accomplished by

posting announcements on the department or plant bulletin boards or by giving notice to the union.

Where promotion is reserved to employees with proper "merit," "ability," or "qualifications," the union may contest management's appraisal of the abilities of individuals. Some agreements give the union the right to appeal management's decision to arbitration. In others, management's appraisal of the abilities of employees for promotions is specifically stipulated with the sole restriction that there shall be no discrimination against union members as such.

Allied directly with transfers is the problem of seniority status after transfer, particularly when transfers are made from one department or occupation to another. Most agreements incorporate safeguards to protect an employee's seniority on transfer, especially if the transfer is made at management's option or without pay increases (see forthcoming Bulletin 908-11, for clauses dealing with seniority). Emergency, temporary transfers or transfers of handicapped or super-annuated employees are often permitted without regard to seniority and other restrictions.

In most cases where seniority is given serious consideration in promotions, a trial period for testing the ability of the employee is set up. If the employee fails to meet the test he is returned to his old job, but without loss of seniority.

Promotions From Within

Some agreements provide for a "promotion from within" policy without necessarily specifying seniority as the basis upon which promotions are made. Such agreements commonly state, however, that present employees will be given preference over outside employees in promotions and in filling vacancies. Some stipulated that an employer is to consult the union before bringing in a new employee to fill a vacancy. The union may then present a list of possible candidates for the job from among the present working force. A few agreements specifically call for the union to submit a list of possible candidates for job openings. While this does not establish any sure means of choosing present eligible employees for promotion, it does offer some protection against new workers being brought in to fill higher-paid jobs.

In some agreements, union members are given preference in the filling of vacancies and in promotions. Usually such clauses are found in agreements providing for a "preferential shop" where union employees enjoy many advantages over non-union employees.

A few agreements authorize management to fill vacancies from outside under specified conditions when no qualified employee is available.

1. *General Company Policy To Promote From Ranks*

It shall be the policy of the company to make all promotions from the ranks of the employees, and only when impractical will it be the disposition of the company to vary from this policy. Employees promoted from the ranks to the position of foreman shall retain their seniority rights as workmen in the department from which promoted.

2. *Qualified Employees Given Preference Over Outsiders in Filling Vacancies*

Employees who have established themselves as being qualified, in the judgment of the management, shall have preference in filling vacancies in higher classifications before hiring new employees when vacancies occur.

3. *Preference to Present Employees Over New Employees*

In the event the company requires additional skilled or semiskilled help, a notice to that effect will be posted on the company bulletin board and employees of the company may bid for such job. If a bidding employee has the ability and if his transfer to the new job will not disturb production, such bidding employee will be given preference over new men and selection from among several bidders shall be on the basis of seniority. Any employee wishing to bid for a new job must make application in writing through his foreman within 24 hours after posting the notice.

4. *Probationary Employees Given Promotion Preference Over Outsiders*

Employees who have not acquired seniority rank shall be given opportunity for promotion to higher rated jobs which they can satisfactorily perform before new employees are hired for such jobs.

5. *Consideration to Present Employees in Promotions*

In filling vacancies in higher classifications the [employer] will continue wherever practicable to give first consideration to present employees.

6. *No Outside Hiring Until Employee-Eligibles Canvassed*

No employees shall be hired from outside of the company to fill the jobs listed in appendix A until appropriate bid lists have been cleared of eligibles.

7. *Employee's Right To Apply for Any New Job or Vacancy*

The company recognizes the right of any employee to apply for any new job or vacancy within the bargaining unit. It is understood that seniority and ability be considered where two or more are seeking such new job or vacancy.

8. *Preference to Present Employees; Consideration to Union Recommendations.*

Employer May Hire New Employee if Available Employees Unqualified

The company shall promote employees at its own discretion. Recommendations for promotions by the union shall be considered. In granting promotions the company will give preference to the next lower grade of existing personnel, including laid off employees of the company as appears in the job classification set forth in appendix A, which is hereto attached. If the available employees in the lower classification are not capable of filling the job classification that is open, the company shall hire a new employee through its personnel department.

9. *All Copy Boys Given Trial Period in Specified Beginner Classifications—Given Priority in Filling Vacancies, if Found Competent*

It will be the policy of the [employer], so far as practicable, to recruit beginning reporters, photographers, and artists from the copy boy classification. To

that end it will, within a period of 3 years from the date of employment, give each copy boy who may have the necessary qualifications a try-out of at least 3 months in reportorial, photographic, or art work; and, during the period of such try-out, he shall receive not less than the first 6 months' minimum scale for employees assigned to such work. If, after such try-out, it is determined that he is competent to perform the work, he shall be offered the first opening for a beginner in the particular classification in which he was tried. Pending such opening, he may be returned to his original work as a copy boy but shall continue to receive the first 6 months' minimum scale for employees engaged in reportorial, photographic, or art work.

10. *Union May Submit Names of Candidates for Promotion—Review Through Grievance—Arbitration Procedure Applicable to Certain Jobs Only*

In the event that the company desires to:

- (a) Fill a vacancy in the engineering groups, or
- (b) Upgrade or promote an engineer to a higher classification;

the company shall notify the union of the contemplated action and the union shall have the right within 1 week to submit the names of five or more candidates whom they consider eligible for such upgrade or promotion.

Any dispute arising under the application of this section shall be subject to the grievance procedure and arbitration, except that in the event a dispute involves the classification of development engineer, the matter shall not be arbitrable.

NOTE.—This agreement recognizes the union as sole bargaining agent without any additional form of union security.

11. *Advance Notice of Vacancy to Union; Rejection of Union Candidate Subject to Grievance Machinery, Excluding Arbitration*

In the event that the company desires to fill a vacancy among the employees covered by this agreement, it will give the union 24 hours' notice of the existence of such vacancy, and if within such period of 24 hours the union shall submit the name of an existing employee as candidate to fill such vacancy, the company will consider such candidate, and if, in the company's judgment, the candidate is qualified for such promotion or transfer, the company will appoint the candidate to fill the vacancy. Any dispute arising under this clause may be treated as a grievance under article XVI, but no such grievance shall be subject to arbitration.

NOTE.—This agreement provides a modified union shop under which all employees, except those not members of the union at the time the agreement was signed, must become and remain members of the union in good standing.

12. *Notice to Union Before Company Hires Outsider if no Qualified Employee Available*

If no qualified employee is available for the vacancy or newly created job classification, either from the next lower job classification in the promotional series, or as a result of the bidding procedure, then the company may select any employee, or hire someone to fill such job classification, but will not do so until it has notified the union.

13. *New Hire to Fill Vacancy if Time Insufficient for Learning Job*

Promotions within the bargaining units will be based upon departmental seniority, provided, however, that when the department seniority list has been exhausted vacancies shall be filled from the waiting list of applicants from other

departments according to their accumulated plant service; and, provided further, that the employee can perform the job or learn the job within a reasonable time except that, in cases of necessity where no applicants are available who can perform the job and there is insufficient time in view of such necessity to teach an applicant the job, a new employee may be hired for such vacancy.

Posting Notices of Vacancies and Bidding for the Job

Some agreements provide for vacancy posting either by simple notification or a complete job description.

It is common to have a listing of vacancies posted for a minimum period before they can be filled. The names of the successful applicants may also be required to be posted. In some cases, employers may be required to notify the union of job openings or submit the names of successful applicants.

Instead of posting and bidding, some agreements provide that employees who desire promotion submit a written statement of their qualifications to the foreman or personnel department. When vacancies for promotion occur, selection is made from the list of applicants.

A number of agreements bind the company to give careful consideration to all applications, and some provide for some form of union participation in considering applicants for vacancies.

Agreements may also specify the area within which job posting and bidding will apply, i. e., whether plant-wide, departmental, or occupational.

Restrictions on employees' rights to bid or apply for vacancies are sometimes found in agreements. An employee may not be permitted to bid for another job for a set period after receiving promotion. He may lose his right to bid for a given period of time, or relinquish all claim to a job, if he refuses a promotion or refuses to bid on one to which his seniority entitles him. He may be considered ineligible for a stated period to bid again for a job on which he had failed. The requirement that an employee must remain on the new job for a certain length of time also tends to restrict the frequency of promotions for the individual worker. On the other hand, some agreements permit an employee to decline a promotion without prejudicing his future rights.

DEPARTMENTAL POSTING OF VACANCIES

14. Forty-Eight Hour Posting in Department

When a job is open within a department, the company agrees to post a notice on the bulletin board for 48 hours in that department stating that a job is available. Job to be given to claimant in that department based on seniority as in (a) above. Anyone not making claim or refusing that job within the 48 hours after notice was posted, forfeits any claim to that job unless it again becomes available, except as defined in (f-4) below.

15. *Department Posting for 48 Hours; Posting, Selection, and Placement To Be Completed Within 1 Week*

In the event a job is declared open, the job shall be posted on the departmental bulletin board for a minimum of 48 hours (two working days), before permanently selecting the employee. The company agrees that it will post the job, select the applicant, and will endeavor to fill the job and reclassify the selectee within one week unless there is a disagreement as stated below * * *

No employee shall sign a job notice unless he is willing to assume the duties of the job if and when selected.

To be eligible for consideration an employee must make application by signing the job notice, except that by agreement between supervision and the steward or stewards an employee who is absent may be considered as an applicant.

This section does not apply to promotions to supervisory positions, nor is it to apply to temporary openings (less than 30 days) due to sickness, absenteeism, vacations, etc.

16. *Selection Made by Department Foreman if no Employee Bids for Job*

When a vacancy occurs on a job, a notice of this vacancy will be posted on the departmental bulletin board. Interested employees should see their foreman with their shop steward and sign the duplicate of the notice which will be retained by the foreman. This notice will be posted at least 48 hours, or six shifts.

In a case where no one signs the bid, the foreman of the department will assign the work to one of the younger employees most fitted for the job.

BROADENING OF BIDDING AREA FROM DEPARTMENTAL TO PLANT-WIDE

17. *Sequence of Bids: Department Employees; Other Employees Who Previously Worked in Department; Other Employees in Plant*

Whenever the company permanently fills a job vacancy in any department, the employees in the department will first be afforded an opportunity to bid for the job on the basis of their seniority within the department and their general ability and competency to do the job. If the job is not filled from employees within the department, employees from outside the department who previously worked in the department will next be afforded an opportunity to bid for the job on the basis of their former seniority within the department and their general ability and competency to do the job. If the job is not filled from employees outside the department who previously worked in the department, then all other employees from outside the department will, subject to the provisions of the following paragraph, be afforded an opportunity to bid for the job on the basis of their plant seniority and their general ability and competency to do the job.

18. *Job Poster for 3 Days, Filled on Fourth Day. Job Assigned to Bidder With Most Plant-Wide Seniority if No Department Employee Bids*

When it is determined that a vacancy exists in a department, the job shall be posted on the bulletin board and time clock for a period of 3 days so that eligible employees may bid. In the event no employee of the department in which the vacancy exists bids on a job as previously provided, the employee bidding who has the greatest total plant-wide seniority shall be assigned to the vacancy. The employee given the job shall occupy such job on the fourth day. If such employee given the job is unable to fill such job permanently within 30 days due to lack of efficiency or ability, he shall be returned to his former job without loss of seniority. Employees bidding and filling a job permanently in another department shall lose all seniority in the department from which they came.

UNION PARTICIPATION IN FILLING VACANCIES

19. *Union Notified of All Vacancies and New Jobs*

When new jobs are created or when vacancies occur on jobs requiring greater skill and ability, employees having the necessary qualifications will be given preference to fill such vacancies on a seniority basis. The union shall be notified of all such newly created vacancies and jobs.

20. *Company Will Confer With Union Committee in Considering Applicants*

All employee vacancies and new jobs created which offer the opportunity for promotion shall be posted by the company for 5 days, during which time any employee may have the opportunity to make application in writing for promotion to such jobs. Applicants shall be considered in the order of seniority regardless of department, providing, however, that the company may give consideration to the ability of any applicant to fill the requirements of the job.

In considering these applicants, the company will confer with the union committee to obtain its opinion relative to the employee applicants and will give due consideration to these opinions in reaching a decision.

21. *Posting for 5 Days ; Applicant To Furnish Copy of Bid to Union*

The job classification (other than hoistman, head shaftman, and those in the apprentice group) in which there is such a vacancy will be posted for bids on the bulletin boards for five workdays, meaning the workday on which the job classification was posted and the next four full workdays during which time written bids filed in the box provided for that purpose will be received. Only bids filed during this 5-day period will be recognized. A copy of all bids filed shall be submitted to the union by the bidder. All recognized bids received under the same posting shall be held valid until a successful bidder has qualified in and retained the posted job for 60 days worked.

22. *Advance Notice to Union of Promotion, Where Possible*

Promotion shall be based on ability, except that where abilities are equal, promotion shall be based on length of service with the employer. The employer where possible will notify the shop committee prior to making such transfer or promotion.

23. *Job Notices and Names of Bidders and Employees Selected Given Union Monthly*

The company will give to the union monthly (a) a copy of all advertisements for bids posted during the preceding month, (b) a list of the recognized bidders for each posted job classification, and (c) the names of employees awarded each such job classification.

24. *For Permanent Promotion, Notice and Conference With Union ; for Temporary Promotion, Notice Only*

In the event an overseer desires to fill any vacancy or new job by permanent transfer or promotion, he shall give notice of his intentions to the director of labor relations and the union shop steward having jurisdiction in his department.

The director of labor relations shall promptly notify the union of the contemplated transfer or promotion, and shall promptly arrange a conference between all interested parties for the purpose of discussing any issues pertaining thereto.

In the event of differences remaining between the parties at the conclusion of such conference, the director of labor relations shall promptly arrange a further conference between top management and all interested parties.

In cases of temporary promotions or transfers, in or out of the bargaining unit, the foreman shall give notice of his intentions to the director of labor relations and the union shop steward having jurisdiction in his department, specifying the conditions of the transfer, and the director of labor relations in turn will notify the union of same for its records.

BID RIGHTS OF EMPLOYEES ON LEAVE

25. Employee on Leave May File Bid on Return ; No Time Limits

Employees who are absent from the plant with a reasonable excuse such as sickness, vacation, or union business (other than international union work) and have notified the company of such absence, will have an opportunity to bid on any vacancy that may have occurred during such absence upon their return to work.

26. Employee on Leave May File Bid Within 72 Hours After Return Provided Leave Terminates Within 50 Days After Bids Closed

If an employee is absent on authorized absence the last three or more days of the period a job classification is advertised for bids he shall, upon his return to work, be allowed to file a bid and exercise his seniority as provided in this article as to job classifications posted during his absence, provided his absence has not continued more than 50 days after the advertising period and he files written request to do so in the box provided for bids within 72 hours after his return to work, and he shall submit a copy of such request to union.

27. Employee on Leave May File Bid Provided Absence is 2 Weeks or Less

Better paid jobs shall be bulletined for 48 hours and, if qualifications are equal, seniority is to prevail in selection for promotion. Employees shall be allowed to bid for jobs if they so desire. Employees who have been absent from work due to sickness or vacation for a period of 2 weeks or less, on their return, shall have the privilege of bidding on any job bulletined during their absence.

28. Employee on Leave May File Bid During First Shift After Return

In the event an employee is absent from work during the entire 72 hours for which a vacancy notice is posted because of the company's failure to offer him work during that period, the company will accept his bid for the job vacancy covered by the vacancy notice if the bid is made within the first shift for which he is scheduled to work after the closing time of the vacancy notice.

29. On Return, Employee on Leave May Displace Junior Employees on Jobs Posted During Absence. Ten Hours' Notice Before Displacement

Drivers on leave of absence may, upon their return to service, exercise seniority over junior drivers on assignments that have been advertised and assigned during their absence. Before such seniority may be exercised, 10 hours' notice must be given as provided in section 8 above.

RESTRICTIONS ON BIDDING

30. Successful Bidder Disqualified From Bidding for Another Job for 4 Months

Notice of vacancies in a department which are to be filled in accordance with section (a) hereof shall be posted throughout the plants for a period of 48 hours so that employees entitled to claim the job shall have the opportunity of applying for the same within said period.

An employee who has received a job which has been posted shall not be eligible to apply for another posted job until at least 4 months has elapsed.

31. *Limit of Three Bids During Contract Year*

An employee shall be limited to three successful bids during the contract year except that this limitation shall not apply to an employee bidding on a higher paid job.

32. *Bidding Rights Lost for 1 Year If Employee Fails To Accept Job Bid*

Any employee refusing to accept an award after bidding, shall lose his bidding rights for 1 year.

33. *Limitation on Frequency of Bids by Employee for Same Job After Failing to Qualify*

If an employee has twice within any period of six consecutive months bid for a job classification and failed to qualify in such job classification, no bids for the same job classification filed by such employee during the following 6 months shall be recognized.

34. *Thirty-Day Service Prerequisite for Bidding*

Whenever a position to be filled is vacant, notice thereof shall be posted for a period of 7 days upon the company bulletin board at each plant, during which 7 days all the employees covered by this agreement may bid for the position. Such bids shall be made by application for the job mailed to the superintendent of the company's [name and location of division]. Bids of construction or casual workers who have not been on the pay roll of one of the plants covered by this agreement for a period of 30 days preceding the posting shall not be considered unless there is no other qualified applicant.

35. *Bidders Limited to Employees in Labor Grade Below Job Posted*

In the event a vacancy on any job in the bargaining unit should occur, notice of such vacancy shall be posted on the bulletin board for 3 days. During that period, all employees who, under job classification, are classified not more than one labor grade below the job posted are eligible to bid on the job with the exception that where an individual is performing on a job classification below his maximum ability under job classification, he will receive the rights of his full job evaluation capabilities. Any employee not classified under job classification may bid on a job in the two lowest grades. Ability to perform the work shall be the first factor to be considered in the choice of an employee for the job, but if there is no difference in ability, seniority shall govern.

36. *Bids for Apprentice Jobs Limited to Helpers With 1 Year's Service in Craft*

Apprentice openings shall be bid in accordance with the terms of the collective bargaining contract but shall be limited to helpers who have served one full year in the craft for which an apprenticeship is posted. An apprentice shall not be upgraded to mechanic until he has served one full year as a helper and three full years as an apprentice.

DECLINING PROMOTIONS

37. *Bypassing Promotion Has No Effect on Future Promotions*

In the event an employee chooses not to accept a promotion, it shall have no effect upon his future opportunities for promotion.

38. *Employee Declining Promotion Barred so Long as Conditions Causing Refusal Remain*

Employees who are offered promotions in accordance with the provisions of this article and who refuse such promotion, will not again be offered a promo-

tion where the same conditions prevail that caused their original refusal. In the event there is a change in the circumstances under which an employee refused a promotion, such employee may then request and be considered for such promotion in the future.

39. *Employee Declining Promotion Barred from Claiming Waived Job Unless It Again Becomes Vacant*

When the senior employee wishes to decline such promotion or higher paid job, he shall sign a waiver which shall be countersigned by the superintendent and the chairman of the shop bargaining committee. Such signed waiver shall act to prohibit the signer from exercising his seniority to claim the waived job unless it again becomes vacant or is changed. It shall not act to prevent him from taking any other promotion or higher paid job if such a job becomes available. The last eligible man on the seniority list will be obligated to accept the assignment.

40. *Employee Declining Promotion Bypassed for Future Promotion and Lay-off by Employee Taking Promotion*

When an employee declines a promotion to a job in a higher classification on a later shift and such promotion is accepted by an employee with less seniority, the employee declining the promotion shall never be entitled to a similar job on a more preferred shift ahead of the man accepting the promotion. In the event of a lay-off the employee who has accepted the promotion will be retained in preference to the one who has declined.

41. *Employee Declining Promotion Must Sign Waiver; Employee Taking Promotion Advances on Seniority List*

If an employee entitled to a promotion on the basis of seniority voluntarily elects not to accept the promotion, he shall sign a waiver thereto. On jobs where there is a line of promotion, the waiver, in addition to waiving the rights to the specified promotions involved, shall also provide that the employees receiving the promotions shall advance beyond the employees refusing the promotions on the seniority list for the purpose of further promotions. In demotions this same principle shall apply as far down as the position waived.

42. *Employee Declining Promotion in Line of Progression Forfeits Claims for 1 Year; Other Employees Subject to Demotion for Refusing Promotions*

Any operating employee who has heretofore refused a promotion or step-up into a position or classification which he is normally expected to step into by reason of his regular job, shall continue to have the right to freeze himself, but shall forfeit all claims to further step-up and permanent promotion for a period of 1 year after each such election. However, no other operating employee shall have the right to refuse step-ups or promotions except with the approval of the company, and if any such employee shall refuse to step up without justifiable cause, he may be demoted to such a job as will make him available for step-up to two higher jobs.

43. *Employee Declining Promotion Goes to Bottom of Promotion Line; 4-Week Waiting Period Before Again Eligible to Bid*

When an employee enters a line of promotion, he shall be expected to accept any subsequent promotion that may develop in that line. An employee must accept a promotion to the next job in the line of promotion unless he is able to give evidence of inability to perform the duties required. Evidence, to be acceptable to management, must clearly indicate physical inability or lack of necessary qualifications. All promotions are subject to a trial period of from 1 to 4 weeks, unless otherwise agreed upon between the company and the union.

An employee who, possessing the qualifications and ability to do the higher job, refuses the promotion shall be demoted to the bottom of his line of promotion, from which after a 4-week waiting period he shall be eligible to bid on vacancies.

44. *Status of Employees Declining Promotion Because of Temporary or Physical Disability or for Other Reasons*

Any employee who refuses to accept a promotion when it becomes available to him shall be required to immediately elect either (1) to be terminated or (2) to be transferred to the bottom of the seniority list of another unit, if such transfer is available to him according to the provisions of section V of this agreement [Transfer and Hire].

Employees who cannot accept promotion because of temporary or permanent physical disability or because the work in the new job classification might reasonably be expected to cause ill health or other physical disability, may be retained in the employ of the company in the classification in which they are at that time employed until they are physically able to accept promotion.

An employee who is unable to accept promotion because of temporary physical disability, shall not lose his right to promotion if he is physically able to accept promotion within 60 calendar days of the date the promotion was available. When such employee accepts the promotion, he shall retain the position on the unit seniority list, with reference to all employees who may have been promoted during his temporary physical disability, he had at the time he had to refuse the promotion.

Any employee who is terminated or transferred under [the first] paragraph of this section IV, or who must refuse promotion under the provisions of [the second] paragraph of this section IV, shall be given a written notice of that fact and the reasons for the action of the company. Copy of said notice shall be served on the union. Such an employee shall retain his company service seniority for purposes of lay-offs and demotions.

WHEN POSTING IS REQUIRED

45. *Posting for Vacancies Paying More Than Base Wage; No Time Limit on Posting*

Whenever vacancies occur in occupations paying more than the base wage, the employer will post a notice thereof on the employer's bulletin board. Thereafter written applications may be made by employees seeking advancement and the employer in filling such vacancies shall give due consideration to the applicants who apply for them.

NOTE.—Where qualifications are equal, seniority prevails.

46. *Posting of Jobs Paying Specified Rate of Pay*

Whenever employees in a department are to be afforded an opportunity to bid for a job vacancy in such department which carries a rate higher than \$0.98 per hour, the company will post a vacancy notice on a bulletin board in the department. Job vacancies carrying a \$0.98 per hour rate which are not posted under the provisions of this paragraph will nevertheless be handled in accordance with the seniority provisions of this agreement. The company will post the name of each employee permanently assigned to any job vacancy posted for bidding under the provisions of this paragraph.

47. *Jobs Posted Weekly, on Specified Day*

The company agrees to post in each of the various clockrooms a list of jobs currently available and on requisition at the employment department. This list will be posted on Wednesday of each week.

48. *Posting Only if No Promotion Made From Promotional List*

When a vacancy occurs or when a new position is created within the bargaining unit above the entrance job classifications, if no employee is promoted in accordance with the promotional lists (exhibit B), the company shall post a notice on the bulletin boards in the section or division affected, for a period of 10 days, announcing the position open. (The entrance job classifications referred to are those indicated on the attached promotional lists, exhibit B.) Employees desiring to be considered should make written application to the head of the division setting forth their qualifications. Employees who do not make application within the period of posting of the notice shall be deemed to have no grievance.

49. *Job Posted if Vacant for More Than 2 Weeks Except by Employee on Leave. Temporary Appointments Allowed Until Permanent Selection Made*

When a new job is created or a vacancy occurs, a notice to this effect will be placed on the bulletin board in the department involved. First preference will be given to the oldest applicant in point of service on the basis of experience, ability, and required qualifications.

In case of selection of other than the senior applicant in point of service, management will advise the officers of the union the reasons for its choice. If not selected, applicants shall upon their request be advised by management why they were not chosen.

Temporary appointments may be made until permanent selection is made. If position cannot be filled from within the department, new jobs or vacancies will be posted on the main bulletin board.

When a job is vacated for a period in excess of 2 weeks by the employee regularly assigned to the job, for any reason other than a leave of absence to that employee as provided elsewhere in this agreement, the job shall be considered open for application under the terms of this article.

50. *Permanent and Temporary Jobs To Be Posted*

Notice of all vacancies, or new jobs created, or promotions, shall be posted on the bulletin board for a period of 5 days before such jobs are permanently filled. Temporary jobs are to be posted for an estimated time. Jobs not terminated on or before the expiration of the estimated time are to be again posted on the bulletin board.

51. *Posting Limited to Original Vacancy and Vacancy Resulting From Filling Job Posted; Subsequent Openings Filled by Company Selection*

The vacancy resulting from filling a job which has been posted shall likewise be posted but subsequent openings resulting from said original posting shall not be posted but shall be filled by employees selected by the company from the plant and the lay-off panel who are able to perform the task properly.

52. *Yearly Rebidding on Runs; 5-Day Posting for Vacancies; Assignment by Strict Seniority*

During the 20-day period prior to the fifteenth day of June of each year all drivers will be permitted to bid in any run or more to the extra board at any terminal on the company's system to which their seniority rank entitles them and make any change thereby made necessary prior to 11:59 p. m., June 15 of each year.

Each new regular run and permanent vacancy will be advertised for choice, bidding period to remain open for 5 days and then assigned to the senior driver making application therefor; provided, however, that the driver leaving the run which creates an opening will not be permitted to bid the opening which

he created. If no bids are received, the run or vacancy will be assigned to the youngest driver on the extra board at the terminal where the run originates. If the run originates at a point where no extra board is maintained, then the vacancy will be assigned from the extra board serving the run.

When a regular driver is off of his assignment, the same shall be assigned to the top driver on the extra board serving the assignment, and such regular assignment shall be reassigned each day except for those assignments which require 2 days to complete. When it requires 2 days to complete an assignment it will be reassigned every other day.

When it is known that a regular assignment is to be open for more than 6 and less than 30 days, the senior extra driver on the board protecting such regular assignment, will be permitted to bid and retain such assignment as a hold-down. For the purpose of this section, drivers working a hold-down will not be considered as being displaced at termination of such hold-down.

When it is known that a run is to be open for 30 days or more, it shall be bulletined as a temporary vacancy, and the senior driver applying for the same shall be assigned. A driver taking such a vacancy may, as soon as relieved, return to the assignment he vacated, except that he will be permitted to take any position to which his seniority entitles him which may have become vacant during the time he was filling the temporary vacancy.

APPLICATIONS FOR PROMOTION; NO BID SYSTEM

53. *No Posting. Applications on File Requesting Upgrading Given First Consideration in Filling Vacancies. Copy of Application to Union*

It is agreed that employees desiring to be considered for upgrading, may file with the employment office, an application blank indicating the job for which they wish to be considered. A duplicate copy of the application shall be given to the plant chairman. When a vacancy occurs first consideration will be given to the applications on file.

The selection of employees to fill job vacancies within the classifications covered by this agreement shall be made impartially on the basis of company seniority, ability, and qualifications for the job. Where the other factors listed in this section are relatively equal, company seniority shall be the determining factor.

Violation of other than merit and ability provisions of this article, shall constitute grounds of a grievance. The company shall have the right to place an employee temporarily on any job before the above procedure is followed.

54. *No Posting. Consideration to Applications on File. Qualifications Reviewed by Union and Management*

Any employee desiring to be upgraded from one occupation to another shall file in the employment office his application for such transfer on forms furnished by the company. As new job openings or vacancies occur, full consideration will be given to each applicant's qualifications to perform the work based on previous experience with the company, or ability to perform the work, and seniority. The qualifications of all applicants to be considered for upgrading out of line of seniority shall be reviewed by the plant superintendent, foreman and union committeemen of the plant involved in such upgrading. Selection will be made from those whose applications are on file at the time the decision is made. If none of the applicants have had any previous experience with the company and all applicants are qualified to perform the work, the applicant with the greatest seniority will be selected for the vacancy. In case of emergency, the company

will be permitted to hire new employees experienced as automatic screw machine operators who are required to do their own set-up work.

OTHER BID CLAUSES

55. *Illustration of Bid Notice*

A standard form of posted notice shall be used for advertising such job vacancy, which shall contain the following information :

- (a) Department.
- (b) Date and hour of posting notice.
- (c) Number of notice.
- (d) Description and rate of job that is vacant.
- (e) When job will become effective.
- (f) Date and hour of closing time for applications.
- (g) Place to file applications.

56. *Careful Consideration of Applications for Vacancies Posted*

Insofar as possible, when a new department or a new job is created, the company agrees to post notices of same on bulletin boards. Employees who are interested may make application, stating why they want to change and why they are qualified. The company agrees to give such applications careful consideration.

57. *No Vacancy Permanently Filled Until 14 Days After Notice Posted. Name of Employee Promoted Posted Within 3 Days of Filling Job*

Whenever a vacancy or new position arises (other than a temporary vacancy or a temporary new position) the company will post a notice of the vacancy or new position on the appropriate bulletin board or boards.

Those employees who are qualified to perform the job which is open, as determined under section * * * of this article * * *, will be given a reasonable opportunity to bid on the job in question. No vacancy or new position may be filled permanently until 14 days after the notice has been posted. Within 3 days after the position has been filled the name of the employee promoted will be posted on the bulletin board by the employer.

58. *Vacancies May Be Filled Temporarily Until Posted and Filled*

Section 3. It shall be understood that any cases of emergencies and vacancies, including new and temporary jobs, shall be filled by the management until such time as the job or jobs can be properly posted and filled in the manner set forth above. Any employee accepted for any temporary job shall be returned to his former job at his former rate of pay at the expiration of the temporary job.

59. *Name of Successful Bidder Posted and Notice Sent to Union*

The name of the person appointed to fill the vacancy shall be posted on the same bulletin board as was the notice of the vacancy, and a copy of this notice shall be forwarded to the union for its information.

60. *Detailed List of Rules for Bidding*

A job, other than a supervisory one, becoming open as a permanent vacancy shall be posted on the room bulletin board for a period of 3 working days by the overseer in that department and assigned to the senior qualified bidder in the department. During the 3-day period, the company shall temporarily fill the position as provided for in paragraph (e).

The following rules for bidding shall prevail :

(1) A worker may always bid to change from one shift to another ; provided, however, that the person who has bid down between shifts shall not start on his new job until the company has a qualified worker to replace him.

(2) A worker may bid to change from a lower to a higher classification in the same department.

(3) A worker may bid to a job in the same classification that has greater scheduled earnings' possibilities. It is agreed, however, that a worker bidding from one job to another job in the same classification because of greater scheduled earnings' possibilities can bid no more than once every 60 days.

(4) A worker may bid to a job in the same classification irrespective of earnings' possibilities not oftener than once in 6 months.

(5) In individual cases where a qualified worker wishes to bid to a job in a lower classification, he may be declared eligible to bid for such a job by mutual consent of the company and the union.

(6) The filling of vacancies of watchman is reserved to management.

61. *Company To Transfer Successful Bidder Within 7 Days*

After an employee has been declared a successful bidder, the company shall have a maximum of 7 working days in which to make the necessary transfer. The company will endeavor to make such changes as quickly as possible.

62. *Company Need Not Transfer Applicant if Job or Emergency Requires His Retention on Present Job.*

An employee who claims a job which has been posted need not be transferred by the company to the posted job if the transfer will affect the progress of an unusually important job or if there is an emergency which requires the employee's retention on his present job.

63. *Company May Fill Job by Promotion, Demotion, Transfer, or New Hire if Bids Rejected*

When a job classification has been posted for bids, if there were no recognized bidders and no qualified graduate apprentices, helper-apprentices, or apprentices, the company may fill the vacancy by the promotion, demotion, or transfer of any employee who is willing to accept same, or by the employment of a new employee.

Seniority in Promotion

Though strict seniority provisions for promotion are contained in some agreements, the usual provision is one which gives consideration also, in varying degrees, to skill and ability and merit in the selection of employees for promotion.

Where seniority is the only consideration, it is customary to give the oldest employee in point of service first opportunity to qualify for the vacancy. Where seniority is only one of several factors considered for promotion, it may be equal to or be secondary to one or more of the qualifying factors, such as, ability, skill, experience, knowledge, and training. At most, seniority would count no more than other qualifications, and in some agreements it governs only when merit and ability are equal or relatively equal.

Questions may arise over whether an employee with the required seniority for a promotion has the skill and the ability necessary for the job. Management may retain discretion in determining whether an employee possesses sufficient or equal qualifications as compared with other applicants. In some cases, the union has the power to

contest this determination of "skill and ability" through the grievance procedure and, in some instances, by resorting to arbitration. Occasionally, the union and management jointly determine an employee's competence for promotion.

An employer may reserve the right to disregard seniority for exceptional cases or when making promotions or transfers of a temporary nature. He may retain the power to fill certain specified jobs or a certain percentage of future vacancies from outside the present working force. In some cases, however, the employer must justify these exceptions to the union, by showing that special skill, ability, training, or experience are necessary and that no present employees are qualified.

Promotional rights based on seniority are generally confined to workers within the department or division where the vacancy exists, although many agreements fail to specify the unit (plant, department, or division) within which a worker may exercise his seniority in connection with promotion. In the absence of such provisions, the area for applying seniority is probably the same as that for lay-offs.

Seniority may be applied on a classification or departmental basis for promotion to skilled jobs and on a plant-wide basis for unskilled jobs. Some agreements specifically provide the same seniority unit for promotion as for lay-offs, although a few which permit a worker to exercise his seniority on a plant-wide basis in the event of lay-offs, limit his promotion rights to a department or division (usually a group of related departments).

In some cases where departmental seniority exists, seniority is not transferable, and employees accepting jobs in other departments are required to start anew in accumulating their seniority. Many agreements, however, seek to facilitate transfer and promotion between departments. If no qualified candidates for promotion are found within the unit where the vacancy exists, consideration may be given to applicants from other departments on the basis of plant-wide or company-wide seniority, or management may be given a free hand in filling the vacancy.

Most union agreements do not include specific reference to promotion of employees to and within the skilled trades. However, where agreements provide for seniority on an occupational or departmental basis, skilled trades or maintenance workers are treated as separate groups for purposes of applying seniority and promotion rules. During the war, unions and management in many plants instituted special upgrading programs to meet the need for enlarging the skilled work force in a short period of time without, however, destroyed the rights and status built up over a period of years by fully qualified journeymen mechanics.

A number of agreements set forth an established line of progression or promotional ladder under which experience on the lower-rated job

is a prerequisite for advancement to the next higher classification. When a number of employees are considered as competent for promotion, seniority determines the choice. All new employees are hired for unskilled work at the bottom of the ladder and are promoted, step by step, into the more skilled operations for which they may be qualified by experience and training. The line of progression is either arrived at jointly by the union and management or established by management with union approval.

SENIORITY GOVERNS IF EMPLOYEE QUALIFIED

64. Promotion to Senior Qualified Employee. Senior Employee Given Chance To Qualify

In case of vacancy and promotions, it is understood that the oldest employee qualifying for the job will be given an opportunity to fill such vacancy. Qualification means that opportunity be given the older employee to qualify and in case such an employee does not qualify for the job, he shall have the privilege of returning to his previous position at the same rate of pay.

65. Promotion Preference on Basis of Seniority

An employee shall be given preference in advancement on other jobs on the basis of seniority.

66. Strict Departmental Seniority Governs Promotions

Strict departmental seniority shall prevail in promotions, curtailments, lay-offs, and reemployments, if the worker bidding for such job can in the judgment of the superintendent and overseer qualify to fill the position.

67. Promotion on Basis of Plant Seniority

When new jobs or vacancies occur in the higher paid classifications within the bargaining unit, the employees in the lower paid classifications will be given an opportunity to step up to the higher paid classifications according to their plant seniority with the exception of janitors. Watchmen with 6 months or more seniority may bid for higher rated jobs.

68. Company Seniority Governs Promotion Provided Qualifications Met Within 10 Days

Promotions to higher paid jobs or better jobs with equal pay, shall be based on seniority. The employee having the greatest seniority in point of service with the company, being given the preference, providing he can meet the qualifications necessary to do the job within 10 days.

69. Department or Plant Seniority; Precedence to Department Seniority

In all cases of promotion or transfer seniority shall be determined on either a departmental or plant-wise basis provided departmental seniority shall have precedence over plant-wide seniority. No promotion or transfer shall become permanent until after a 30 working-day trial period during which the seniority rights of the employee involved do not change.

70. Seniority Governs Promotion Provided Fitness and Ability Sufficient

In the awarding of better jobs or jobs paying more money within the same department, senior employees are entitled to preference if their fitness and ability is sufficient for the job.

71. *Seniority Governs Promotion Provided Ability and Qualifications Are Sufficient. Criteria for Determining Qualifications Listed*

Where ability and qualifications are sufficient to meet the standards of the job to be filled, seniority shall be observed in promotion. Normally, promotions shall be made from within the working unit in which the promotion arises. In determining what constitutes sufficient ability and qualifications, due consideration will be given to (a) the quality of employee's performance in his current job, (b) his background of education and experience, including experience in similar or related work, and (c) the amount of special preparation for the new job, if any is necessary, which the employee has completed at the time the promotion is made.

72. *For Majority of Jobs, Promotion by Department Seniority, Provided Qualified; for Skilled Jobs, Department Seniority Governs if Qualifications Equal*

For the majority of jobs included in the bargaining unit promotions will be made in accordance with departmental seniority, provided the employee is qualified to do the job. In the case of more skilled jobs, departmental seniority shall govern, provided that ability and capacity to do the job satisfactorily are relatively equal, and the company shall, as soon as possible, supply the union with a list of these more skilled jobs.

73. *Order of Preference in Filling Vacancies in Journeymen Job Classifications*

When the journeyman job classification is posted, the craft to be filled shall be specified, and the selection of an employee to fill the vacancy shall be in the following order of preference: first, the graduate apprentice in the same craft having the greatest departmental seniority; second, the helper-apprentice or apprentice in the same craft approved for graduation and the promotion by the joint apprentice committee; third, a bidder as provided in this article.

74. *Promotion by Seniority Provided Senior Employee Has Necessary Experience and Ability—No Discrimination*

In all promotions or transfers to more desirable jobs governed by this contract the principle of seniority shall be observed, provided the company is convinced that the senior employee has the necessary experience and ability to perform the job satisfactorily. It is agreed that the company and the union will not discriminate against any person or persons because of race, color, creed, national origin, or sex.

75. *For Promotion, Group Seniority Prevails; for Promotion to Craft, Experience in Job Line Required*

In all cases of promotion, demotion, transfer, recall, and lay-off within a particular seniority group, seniority in the group shall govern, provided the employee can qualify, and, provided further, for promotion within a craft or appropriate unit, the employee must have had experience in the job preceding the one in line for which application is made. When the job cannot be filled by an employee having experience in the preceding job, the senior man on the next lower job in line will be considered for promotion.

SENIORITY EQUAL TO OTHER FACTORS

76. *Consideration to Department Seniority and Average Ability*

In all cases of promotion, the following factors shall be considered:

1. Length of service.
2. Ability to perform the work.

In determining factor 2, an employee with longer continuous service shall not be compelled to show that he has the highest rating in this factor; it will be sufficient for him to show that he has average rating.

For the purpose of promotion, factor 1, length of service, shall be construed to mean continuous service in the department concerned rather than in the plant.

However, in departments where there is a definitely established line of promotion from operation to operation, continuous service shall be construed to mean continuous service in the line of promotion.

77. Promotion Based on Seniority and "Other Necessary Qualifications"

Changes within departments for the purpose of filling vacancies in better paying jobs such as, for example, from one set of looms to a more effective or better paying set of looms, etc., shall be made on a basis of seniority and other necessary qualifications to perform the job.

78. In Promotions, Seniority Considered Along With Other Factors

In making promotions or filling vacancies within the bargaining unit, seniority together with skill, efficiency, ability, training, and education is considered.

79. Promotion Based on Plant-Wide Seniority and Ability To Do Work Properly

When a vacancy occurs or a promotion is to be made in any particular department, except to the supervisory force, the job will be posted in all departments for 24 hours. All employees will have the right to bid. Within 24 hours after the bids are closed the company will award the job to the bidder having the most plant-wide seniority and the ability to do the work properly.

SENIORITY SUBORDINATE TO OTHER FACTORS

80. Seniority Governs Where Ability and Physical Fitness Are Relatively Equal

In recognition, however, of the responsibility of management for the efficient operation of the plants, it is understood and agreed that in all cases of:

Promotion (except promotions to positions excluded from the bargaining unit set forth in this agreement) the following factors as listed below shall be considered; however, only where factors (a) and (b) are relatively equal, shall length of continuous service be the determining factor:

- (a) ability to perform the work;
- (b) physical fitness;
- (c) continuous service.

81. Seniority Governs Where Ability, Physical Fitness, Character, and Family Status Are Substantially Equal

Seniority shall prevail whenever there is an advancement or promotion, provided the employees can meet the following qualifications:

- (a) Knowledge, training, ability, skill, and efficiency,
- (b) Character and personality,
- (c) Physical condition and general health,
- (d) Family status (number of dependents, etc.).

When two or more employees are, in the judgment of the company, substantially equal as regards qualifications (a), (b), (c), and (d), the one having the longest term of continuous service shall be advanced to fill the opening. The right to determine who are to hold foremanships or other supervisory positions is vested exclusively in the company.

82. Seniority Governs Where Knowledge and Ability Are Relatively Equal

The principles of seniority shall apply to promotions when knowledge and ability as between individual employees are relatively equal. The first 30 days

of employment in the job to which an employee has been promoted shall constitute a trial period. The provision shall not apply to promotions to jobs outside the bargaining unit.

83. *Seniority Governs, Provided Listed Qualifications Equal*

The company recognizes the fact that an employee having experience and training in the manufacture of its products and the maintenance of its facilities is more valuable than one who lacks such qualifications.

Consequently, in filling vacancies or making promotions, other qualifications being equal, seniority shall prevail. The "qualifications" as used in this paragraph shall include such matters as experience, physical fitness, skill, knowledge, adaptability, efficiency, responsibility, integrity, and the like.

84. *Seniority Governs, Provided Listed Qualifications Equal—Disputes Arbitrable*

It is the policy of the employer to take into consideration seniority, over-all plant efficiency, ability, equality of production and attendance record of individuals, before a decision is made to transfer or promote employees, and to give effect to seniority where other considerations are equal. It agrees to continue this policy and to give careful consideration to any complaints in regard thereto with the understanding that final differences shall be subject to arbitration.

85. *Company Recognizes Seniority in Promotion; Retains Final Decision*

While the final decision rests with the management, the company will endeavor to recognize seniority in the transfer or promotion of an employee within a department or from one department to another.

LINE OF PROGRESSION IN PROMOTION

86. *Vacancies Filled by Seniority in Line of Progression*

Vacancies in classifications within the line of progression will be filled by the senior qualified employee in the next lower classification. If there is no qualified employee in the next lower classification the other lower classifications will be canvassed in rotation until the job is filled by a qualified employee. If no qualified employee is available the employer may hire an employee from outside the plant. An employee promoted to a higher classification within the line of progression shall have a reasonable time within which to qualify for such classification. During the qualifying period the employee shall be paid the rate of pay of his former classification. If he fails to qualify, or if he is not needed in that classification he shall be returned to his former classification. If an employee is not needed in his regular classification and does not have seniority in the other classifications, he may exercise his plant seniority in the crews drawing the base rate of pay. Qualified employees within the line of progression may return to a lower classification therein only when there is a job open.

87. *Promotions to Next Higher Labor Grade by Seniority, Provided Ability and Physical Qualifications Sufficient*

Promotion shall be made to the next higher labor classification in the department, and the company shall promote the employee with the highest seniority in his classification provided that his ability and physical qualifications are sufficient to permit him to perform the duties of the next higher classification in a satisfactory manner.

An employee shall be given a fair trial on the new classification and shall be returned to his old position if he is unable to perform the new assignment satisfactorily.

88. *Joint Determination of Line of Promotion or Demotion for New Jobs*

When jobs in departments are consolidated or new jobs are established, the line of promotion or demotion shall be agreed upon by the company and the workmen's committee, and said changes shall be set forth in article X [line of advancement and demotion].

89. *Promotion Ladder and Changes Jointly Determined by Union and Management*

Steps as to promotion and demotion will be drawn up by the workmen's committee and the management and become a part of this contract by inclusion in the addendum. Any proposed changes shall be made the subject of a conference between management and the workmen's committee for the purpose of mutually agreeing on such change. These steps of promotion and demotion will be followed in complying with the provisions of article 3 [seniority].

AREA FROM WHICH PROMOTIONS MADE BROADENED**90. *Promotions From Within Department; if Qualified Employees Lacking, Filled From Other Departments***

Vacancies shall be filled, as far as practicable, by promotion. Promotions shall be made from among employees within the department affected, as far as practicable, but if no qualified person is available in the department to fill the vacancy, then such vacancy may be filled by a qualified person from another department. In all cases of promotion the following factors shall be considered :

- A. Length of continuous service.
- B. Ability to perform the work.
- C. Physical fitness.

Where the above factors B and C are relatively equal, length of continuous service shall be the governing factor.

91. *Progressive Broadening of Area From Which Promotions Made. Availability for Release One of Factors Considered*

On promotion to higher rated jobs within the bargaining unit, and on upgrading from lower grades to higher grades in the same occupation, consideration shall first be given to those employees within the smallest unit under full-time supervision where the opening exists; then within the department; then within the division; then within the applicable major organizational unit of the company (such as manufacturing, financial operations, sales, etc.); then within the company.

In selecting an employee for such promotion or upgrading to an available opening the following standards shall apply :

- (1) Availability or release. Operational requirements will be considered insofar as they pertain to the release of an employee from his present job. In general the release of an employee for promotion or upgrading will be granted unless it is determined by supervision at the office level (such as the works manager, the production manager, the director of inspection, etc., in manufacturing) that, because of operational requirements, the employee cannot be released.
- (2) Where ability, skill, and efficiency are substantially equal, preference shall be given to the most senior qualified employee within the applicable unit.
- (3) Employee preference as indicated by employee written requests filed with the company will be considered.

92. *Promotion by Plant-Wide Seniority Where Necessary Skill and Ability Lacking in Department*

In the event of vacancy in a more desirable job, the right to promotion to such job shall be on the basis of departmental seniority and necessary skill and ability to do the job. In the event that no employee in the department has the necessary skill and ability to do the job, the basis shall be on plant-wide seniority.

93. *Immediate Department, Allied Department, Other Departments Considered in Turn in Promotion. Department Seniority Considered in Immediate Department; General Seniority in Other Departments*

Subject to the provisions of this section, the selection of recognized bidders for promotion, demotion, or transfer shall be from those having qualifications (a trial period is assured to the senior man to demonstrate his qualifications) and then in the following order of preference: (1) such bidder in the same department as the posted job classification and having the greatest departmental seniority, or if there are no such bidders, (2) for a posted job classification in a surface department, such bidders in another surface department and having the greatest general seniority, or if there are no such bidders or for a posted job classification in the mining department, (3) such bidders in any other department and having the greatest general seniority. Such selection shall be made by the management promptly after the 5-day posting period and the selection shall be posted on the bulletin boards for 5 workdays.

WAIVER OF SENIORITY IN PROMOTION

94. *Seniority Waived for Promotion of Exceptional Employees, Subject to Advance Discussion With Union. Dispute Subject to Grievance Machinery After Change Made*

If it should become necessary in the light of production requirements, exceptions based on the particular skill or experience of an employee in the occupation involved and changes in the above procedure may be made by the employer, but only after discussing the proposed exception or change with the plant chairman of the union in an attempt to reach agreement. If such agreement cannot be reached, the employer may nevertheless make the exception or change, but a claim by the union that such exception or change was not necessary may be made the subject matter of a grievance.

95. *Promotions Out of Seniority Order Considered Temporary for 31 Days To Permit Union Discussions*

When a promotion is to be made, or a vacancy is to be filled by transfer, within any of the classifications covered by this agreement, the company will notify the local union, and then or as soon thereafter as possible, the company will give the local union the name of the person selected for such promotion or transfer. Promotions or transfers not made according to seniority will be considered temporary for the first 31 days after the union has been notified by letter in order that the union may have the opportunity to take up with the duly accredited officers of the company the reasons why the promotion or transfer was not made according to seniority.

RECOURSE TO GRIEVANCE PROCEDURE IN PROMOTION

96. *Employer's Determination of Relative Ability for Promotion Subject to Grievance Procedure*

In advancement and preferential placement of employees seniority shall govern where ability is relatively equal. The employer shall determine relative ability

of the employees subject to grievance procedure. If the employee fails to fulfill the requirements of the job within a 30-day trial period, the employee will be returned to his former position without loss of seniority.

97. *Qualifications Determined by Company, Subject to Union Approval*

Practicability and proper ability to perform the work required shall be essential in all permanent or temporary transfers of employees and shall be determined by the company, subject to the approval of the executive shop committee.

98. *Joint Union-Management Plan for Determining Qualifications for Promotion*

A vacancy on a new job in a department shall be offered to employees in that department who are qualified for the job (excluding piece workers) in the order of their plant seniority credit.

In filling a vacancy which offers no increase in earnings to anyone in the department, preference will be given when practicable to the employees in that department, who are qualified and who have requested a change of jobs, in the order of their plant service credit.

Definition of "vacancy"—a "vacancy" as referred to in this section shall be one that is caused by changes in production which make it necessary to increase the number of employees in a department, or by the transfer or termination of service of an employee.

The company shall endeavor to fill jobs that are temporarily open due to absenteeism, temporary emergencies or minor fluctuations in departmental production schedules with employees in the department who are qualified and are making less money (excluding those on piecework jobs) in order of their plant seniority credit.

The company and the union shall establish a mutually satisfactory plan for determining the occupational and physical qualifications of employees for the purposes of transfer, rehiring, and promotion.

99. *Joint Determination of Qualifications; Senior Employee Gets Job if Parties Disagree on Qualifications*

Seniority rights of employees shall prevail insofar as promotions, change of shifts and jobs deemed by the employees to be more desirable are concerned, provided that the employees possess the proper qualifications. Said qualifications to be mutually determined between the employer and the union. In the event that the parties cannot agree on an employee's qualifications for promotion, change of shift or job, the oldest employee in seniority, having the approval of one of the parties involved, will receive the promotion, change of shift or job. This shall not apply to promotions outside of the bargaining unit as described in article A [scope of bargaining unit].

100. *Joint Union-Management Decision on Ability and Length of Trial Period*

The company and the union executive shop committee will decide the question of "ability to do the work properly" and also the length of time required to qualify on any job awarded as the result of bidding.

101. *Fairness of Company's Decision on Qualifications and Competence for Promotion Subject to Arbitration*

In all cases in which qualifications or competence of an employee are considered, the determination and judgment of qualifications and competence and decisions based thereon are functions of the management. Qualifications and competence shall be judged by the management in a fair and equitable manner and a question of such fairness may be submitted to arbitration, if not settled under the grievance procedure, as provided in this agreement.

102. *On Request, Employee Given Written Statement of Disqualification for Promotion. Decision Reviewable Through Grievance Procedure if Grievance Filed Within Reasonable Time*

As and when job openings occur the employee who is first in company seniority on the appropriate eligible list shall be interviewed by the supervisor delegated to hire for the job and if the employee's qualifications are sufficient he shall be offered the opening. If the employee's qualifications are considered insufficient he shall be so notified. The employee will be furnished a written statement of the basis upon which his qualifications are judged to be insufficient if a request for such statement is made in writing to the personnel department. Any employee questioning the judgment of the management in regard to his qualifications shall be entitled to a hearing under the provisions of the grievance procedure. It is understood and agreed, however, that failure to file a grievance concerning this matter within a reasonable time shall excuse the company from considering the grievance as applying to the particular job in question.

103. *Only Arbitrary or Discriminatory Determination of Qualifications Subject to Review*

Whenever vacancies occur other than those resulting from actions listed in section 3 in nonsupervisory jobs, and, where skill and ability are equal, seniority shall govern the appointment to the vacancy. In such cases the company shall have discretion in determining the relative skill and ability of employees, and only the exercise of this discretion in an arbitrary, unjust or discriminatory manner shall be subject to review under the grievance procedure.

104. *When Seniority Is Disregarded in Promotion, Matter Subject to Arbitration*

When an employee is transferred to higher skilled or higher paid jobs in the same department which have a functional relationship, the transfer shall be made upon the basis of seniority provided the employee is qualified and competent to fill the position. Competency shall be considered a large factor. When such transfers are made by management on grounds of qualification and competency to perform the work required, without regard to seniority, the union and the employee or employees with higher seniority than the employee transferred shall be entitled upon request to a statement of the reasons for disregarding seniority and the matter shall be arbitrable.

105. *Promotions (and Demotions) a Management Function, Subject to Review, but Not to Arbitration*

The making of promotions and demotions (including promotional and demotional transfers) is strictly a function of management and the company reserves the sole right in its discretion to make promotions and demotions. However, for the purpose of presenting its views to the management the union shall have the right to question any decision of the company in making promotions and demotions through the grievance procedure up to but not including the fifth step [arbitration]. There shall be no right of review of promotions or demotions made to or from the management group.

106. *Alternative Actions by Company When Promotion Is Challenged*

It is the prerogative of the company in a case involving a dispute about promotion to leave the employee in his old job, to advance the employee to the proposed job, or to return the employee to the old job pending disposition of the dispute and without prejudice to the employee's rights under the seniority, grievance or arbitration provisions of articles VI and VIII of this agreement.

Promotion or Transfer Out of Bargaining Unit

Even where seniority is applied in selecting employees for promotion, an employer is frequently given the right to make certain exceptions. Particularly in the case of supervisory positions, the employer is usually given free choice of candidates without regard to seniority, either specifically or through the coverage clauses which generally exclude supervisors from the terms of the agreement. However, some agreements require management to give consideration to seniority in filling vacancies among the supervisory force, or stipulate that present employees shall receive preference over outsiders.

An agreement may lay down certain restrictions on the employer's right to promote employees to jobs outside the bargaining unit, particularly if union officials or representatives are involved. Union consent to such promotion may be required; or no such promotion may be made until some time after the union official has completed his term of office. A few agreements provide that an employee may not be selected as a foreman without his consent or that his refusal to accept a supervisory job will not be cause for discharge or transfer. Under some agreements, the employer may not promote an employee to a job outside the bargaining unit while the union has charges pending against him.

To an increasing extent, agreements refer to the seniority status of employees who are transferred back into the bargaining unit from supervisory or other noncovered positions. Generally, while on a supervisory job, a worker retains or accumulates seniority to be applied upon retransfer to his old production job in the event of a lay-off or demotion. In some cases, limits are placed on the length of time such employees may retain or accumulate seniority on their nonsupervisory jobs. (See forthcoming Bulletin 908-11 for clauses dealing with seniority.)

MANAGEMENT GIVEN FULL DISCRETION

107. Management's Right To Promote or Transfer to Jobs Outside Bargaining Unit. Union To Furnish Withdrawal Cards

Nothing in this contract shall interfere in any way with the discretion of the company in shifting, transferring, or promoting employees to supervisory positions or to clerical or other positions which are not covered by this contract. The union shall furnish withdrawal cards to such employees upon their request.

108. Selection at Company's Discretion—Not Subject to Seniority Provisions. No Recourse to Grievance-Arbitration Procedure

Promotions of employees to jobs outside the bargaining unit (for example to second hand), shall be at the sole discretion of management, shall not be restricted in any way by seniority, and shall not be the subject of a grievance, dispute, or arbitration hereunder.

109. *Company May Select Supervisors From Any Source, Within or Outside the Plant*

Nothing herein shall be construed to interfere with the company's right to select its supervisory employees from any source whatsoever, either from within or without the plant.

110. *Principle of Promotion to Supervision From Bargaining Unit; Company To Discuss Appointment With Union*

The company agrees to promote from within the bargaining unit to the position of foreman or equivalent supervisor. Such promotions shall be made from within the occupational group involved whenever practical and if a fully qualified employee can be selected therefrom. However, where experience of the employee to be promoted is considered by the company as being sufficient, occupational groups may be combined for this purpose. Before any such appointment is made, the company will discuss the matter with the union.

111. *Principle of Promotion to Supervision From Bargaining Unit; Union To Furnish Withdrawal Cards*

That it is the declared policy of the company to make promotions to foremen and supervisory employees from the rank and file of the productive and maintenance personnel, whenever possible and practicable to do so, and in accordance with and in furtherance of such policy, the union agrees in the future to allow and permit any production or maintenance employee so promoted, upon receiving an honorable withdrawal card from the union, to retain his seniority rights intact as of the date of such promotion and in the event such a promoted employee is transferred back to production or maintenance his or her seniority shall accumulate.

SENIORITY CONSIDERED IN FILLING SUPERVISORY VACANCIES

112. *Policy To Select From Ranks in Accordance With Seniority*

It shall be the policy of the company to promote its own men in accordance with seniority as defined in article VI (b) to flight engineer and supervisory positions and only when competent employees cannot be found in the ranks or when competent employees will not accept vacancies or new positions will it be the disposition of the company to vary from this policy.

113. *Selection Governed by Seniority, Providing Skill, Ability, and Leadership Adequate*

The company and union agree that all employees covered by this agreement are eligible to promotion to assistant foreman or foreman on the principle of seniority, provided the employee has the skill, ability, and leadership required for positions.

114. *Consideration to Senior Department Employee for Supervisory Vacancy*

Should a vacancy for a supervisor occur in any department, the senior man in that department shall be considered for promotion to that position.

115. *Preference to Senior Department Employee Who Is Capable for Supervisory Vacancy*

When a position pertaining to supervision in any department is open, wherever possible an employee of that department holding the oldest seniority and being capable shall be given preference. Wherever a position for higher classification is open it shall be posted and the oldest man capable to be promoted.

116. *Policy to Select from Ranks; Seniority, Fitness, and Ability Considered*

Seniority shall not govern in the selection, promotion, or demotion of foremen, assistant foremen, supervisors, and salaried employees. It will be the policy of the company, however, to select supervisors from the ranks of the department, as far as practicable, and in such selections seniority will be considered along with fitness and ability.

117. *Temporary Appointments Governed by Seniority, Provided Skill and Ability Adequate*

Any employee required temporarily to assume the responsibilities of a foreman, leadman, or another supervisory position, shall receive the appropriate rate differential for the time so worked to equal the rate of the temporary position undertaken. All such temporary appointments shall be based on seniority, provided the employee has the skill and ability to do the temporary work.

118. *Consideration to Present Employees for Foremen's Jobs; Preference for Gang Foremen's Jobs*

Employees in service will be considered for promotion to positions as foremen. When vacancies occur in positions of gang foremen, men from the respective departments will have preference in promotion; seniority to be retained and accumulated. When new jobs are created or vacancies occur, the oldest employee in the point of service in the department will be given preference in filling such new job or vacancy, provided he has the skill and ability to handle it.

POSTING SUPERVISORY VACANCIES AND APPOINTMENTS

119. *Foreman Vacancies Not Posted*

All new jobs or vacancies shall be bulletined on a form provided by the company, except vacancies for a foreman. Such bulletins shall be posted five working days.

120. *Foreman Vacancy Not Subject to General Bid; Senior Qualified Men in District Considered for Job*

Working foremen shall be considered as supervisory positions and appointed by the company; however, the company agrees it will give every consideration to the senior qualified men in the seniority district where the vacancy exists but will not be required to post the working foremen's position for general bid provided for by the agreement.

121. *Working Foremen Jobs Biddable; Special Consideration Given Qualifications*

Working foremen jobs shall be biddable, with special consideration given to qualifications.

122. *Supervisory Jobs Posted; Equal Consideration Given Union Members; Senior Qualified Applicant Selected*

All new positions and/or vacancies known to be of more than 60 days' duration covered by this agreement shall be bulletined by the manager as soon as created, for a period of 5 days. Applications for positions advertised must be in writing and in the hands of the manager on or before 12 m. of the fifth day after bulletin has been issued. Equal consideration will be given to the members of the [union] in promoting or assigning employees to supervisory or other positions considered in the line of promotion. The senior qualified employee making application shall be assigned within 10 days of date vacancy known. Successful applicant will be notified within 5 days.

NOTE.—This is a sole bargaining agreement.

123. *Supervisory Vacancies Posted. Union May Recommend Applicants But Management's Decision Is Not Arbitrable*

When selections are to be made from within the classification of regular employees covered by the agreement to fill vacancies in supervisory positions (not including managerial positions), notices of such vacancies shall be posted on the company's official bulletin board at the office or station where the vacancy in the supervisory position occurs, for a period of not less than 2 weeks and employees interested may make application to the company in writing for promotion.

During such period of posting, the union may, at its discretion, make suggestions or recommendations regarding the filling of such vacancies as stipulated in paragraph * * * above but the selection and appointment of any such person to fill any vacancy in positions outside the scope of this agreement shall rest solely and exclusively with the company and such selections and appointments shall not be subject to arbitration between the company and the union.

124. *Notice of Supervisory Appointments Posted on Bulletin Board*

When the company appoints a foreman, assistant foreman, shift foreman or group leader, a notice shall be posted at once on the bulletin board of the department affected.

SENIORITY OF EMPLOYEES TRANSFERRED BACK INTO BARGAINING UNIT

125. *Seniority Frozen as of Promotion Date*

Employees from within the bargaining unit who have been or are transferred to a supervisory position and are subsequently returned to a job within the bargaining unit, shall have such seniority as they had in the bargaining unit upon their transfer to the supervisory position.

126. *Seniority Cumulative for Employees Transferred to Bargaining Unit*

When any employee is transferred from a supervisory or other position to a job which is within the appropriate bargaining unit, he shall continue to have his full accumulated seniority.

127. *Seniority Cumulative for Employees Transferred From and Then Returned to Bargaining Unit*

Employees transferred or promoted outside the bargaining unit, and later returned to the bargaining unit, shall retain and accumulate their seniority.

128. *Six-Month Trial Period; if Disqualified, Regains Former Job Without Seniority Loss*

Any employee who is promoted from a position within the bargaining unit to a supervisory position shall be allowed a reasonable time, not to exceed 6 months, in which to establish his qualifications. If within such period he shall not have satisfied the company as to his qualifications and ability, he shall be returned to his former position without loss of seniority.

129. *Seniority Cumulation Applies to Present Foremen Promoted from Bargaining Unit*

If any employee with seniority in the bargaining unit is promoted to probationary foreman, foreman, or to any other supervisory position, and is thereafter transferred back into the bargaining unit, he shall accumulate seniority while working in the supervisory position. When so transferred he shall commence work as an hourly rated employee in line with his then seniority ranking and in

accordance with the seniority provisions contained herein. All present foremen and others holding supervisory positions who were promoted from factory operations are acknowledged to qualify under the requirements of this paragraph.

PROMOTION OF UNION OFFICIALS TO JOBS OUTSIDE BARGAINING UNIT

130. *No Top Union Official Promoted to Supervisory Position or Transferred Without Consent of Union*

Any employee who is serving as the president or the vice president of the joint council of the union shall not be promoted to a position of a supervisory nature or transferred to another department or location which would prevent him from performing his union duties during his term of office without first obtaining the consent of the joint council of the union. The company shall give the joint council of the union written notice of the proposed promotion or transfer, and the joint council shall conclusively be presumed to have consented, unless, within 2 weeks after receipt of such notification, it advises the company by letter, signed by its secretary, that it does not consent.

131. *No Promotion to Supervisory Job Within 1 Year After Leaving Office Without Union Consent*

No union officer, chief steward, steward or committeeman dealing with the company shall be promoted to a supervisory position for a period of 1 year after leaving such office or be transferred during the life of this agreement without the consent of the local union's executive board.

132. *No Promotion or Transfer of Union Official Affecting His Union Status Without Union Consent*

The company will not promote or transfer within the company a representative of the union for a period of more than 6 weeks if it will affect his status as a representative, without giving notice of its proposed action to the president of the union and to the representative. If the union objects in writing within 2 weeks of the notification, the company will not make the promotion or transfer.

EMPLOYEE OPTION ON TRANSFERS OR PROMOTION OUTSIDE BARGAINING UNIT

133. *No Transfers Outside Bargaining Unit Against Employee's Will*

No employee shall be transferred out of the bargaining unit against his will.

134. *Promotion to Supervisor Only With Employee's Consent*

Promotion to leadman or supervisor shall be made only with the consent of the employee affected.

135. *Refusal To Accept Supervisory Job Not Cause for Discharge or Transfer*

Refusal of any employee to accept a gang boss or working foreman job shall not be cause for discharge or transfer.

Trial Periods After Promotion

Under many agreements, a trial period is provided to determine whether a senior employee is qualified to perform the job to which he has been promoted. The trial may be for a fixed period or for a "reasonable" time, and may be extended, either at management's option or by joint union-management approval.

If it is determined that the promoted employee cannot perform the work satisfactorily during the trial period, he is generally allowed to return to his former job without loss of seniority or other rights and the next senior person in line is given a trial. The employee may have the right to decide, either during or at the end of the trial period, whether he wishes to remain in the job or reclaim his old one. After the promoted employee has passed the trial in his new job and retains it, he usually forfeits all claim to his old job except where he is permitted to reclaim his old job in the event of a lay-off.

Some agreements limit the number of times an employee may try to qualify for a specific job or other jobs if he fails to qualify on his first trial.

136. *Six-Day Trial Period*

When a vacancy occurs the employee having the highest plant seniority will be given first consideration for transfer to the higher paid job, taking into consideration the employee's experience and ability. In case of such transfers there will be a 6-day trial period during which the employee must demonstrate his ability to perform the work properly and shall receive top rate.

137. *Bidder To Have 30 Days To Meet Job Standards*

A regular employee bidding on a higher rated job must be fully qualified for such job and so demonstrate his qualifications to the company before acceptance. The bidder accepted will have 30 days to bring his quality and quantity up to the established standards for the job.

138. *Sixty-Day Trial Period; if Disqualified, Returns to Old Job Without Loss of Seniority*

When an employee is transferred he shall work a probationary period of 60 days. If, after this period, he does not qualify, he shall be returned to the position he originally held without loss of seniority. If, at the end of this period, he remains in this position his seniority will be transferred to that department.

139. *Ninety-Day Trial Period; if Disqualified, Returns to Old Job Without Loss of Seniority*

An employee who is promoted shall be given not more than a 90-day training and qualifying period for determination as to whether or not he can meet the job requirements. If it is decided he is not competent to perform the work of the new job classification, the employee will be transferred back to his former job classification and shall have included in his seniority the time spent in the higher job classification.

140. *Trial Period From 1 to 6 Months. May Be Returned to Old Job at Any Time During Trial Period*

A permanent employee who is promoted to a higher classification shall serve a probationary period of from 1 to 6 months in the new assignment. At any time during this probationary period the employee may be returned to his former status because of lack of ability or merit.

141. *Trial Period Extended by Union-Management Agreement*

When an employee is promoted from any grade to a higher grade, for the first month, which is considered a probationary period, he shall receive the same wage

as he was receiving before his promotion. When necessary to extend this period, an extension must be agreed upon by the employer and the union.

After the probationary period if the employee is to be retained in his new position, he shall receive not less than the minimum for the new grade.

If the employee fails to qualify for the promotion, the employee shall return to his former position and the employer shall state the reasons why the employee was not satisfactory. The employer reserves the sole right to determine if the employee has satisfactorily passed the trial period.

142. *Company May Require Oral, Written, or Performance Tests To Determine Ability for Promotion. Determination Subject to Grievance Procedure*

Employees desiring to qualify shall file application in writing with the company. The following factors shall be considered and where factors (b) and (c) are relatively equal, length of continuous service shall govern:

- (a) Continuous service.
- (b) Ability to perform work.
- (c) Physical fitness.

The company reserves the right to conduct such tests as deemed necessary either oral, written or by observation of the actual work to be done in determining the applicant's ability to do the work.

After the company's decision this provision shall be subject to the grievance procedure.

143. *Trial Period Allowed if Union and Company Disagree on Qualifications*

The filling of vacancies shall be on the basis of seniority and qualifications. The definition of qualifications is confined to experience, ability, and interest which shall be determined by the company, but only after consultation with the union. If the company and the union disagree on an employee's qualifications, the employee shall be given a fair trial period in which to qualify on the job. This trial period shall not exceed 30 days and if an employee is retained on the job for more than 30 days, he shall not be dismissed for lack of qualifications.

144. *Senior Employee May Request Trial if Management Waives Seniority. Management Decision Based on Trial Subject to Grievance Procedure*

Whenever, in the judgment of management, it is necessary to depart from the seniority rules because it is of the opinion that the senior man is incapable of performing satisfactorily, it shall give him written notice to that effect and if he insists that he can so perform and makes written request within 5 days for a 30-day trial or probationary period to prove his ability to perform satisfactorily, such period for trial and proof shall be given to him unless an emergency creating a hazard to other employees or to the plant renders it unreasonable to grant such trial period.

If at the end of the trial period management again determines that the employee cannot perform the duties satisfactorily and the employee insists he has not been given a fair trial or was discriminated against contrary to these rules, the question as to whether or not the employee has had a fair trial or opportunity to demonstrate his ability may be made the subject of a grievance to be handled through the procedure prescribed for the settlement of disputes, and if it is shown there is a reasonable prospect that if given another or extended trial period, the employee may be able to demonstrate his ability to perform to the satisfaction of management, another 30-day period for a fair trial may be allowed, but at the end of that time the judgment of management

shall be final and not subject to be questioned. When the senior man is not, in the judgment of management, capable of performing the duties of a job satisfactorily, then the next man in order of seniority and capable of doing so shall be given the job.

The failure of an employee to demonstrate his ability to perform to the satisfaction of management shall not prevent the employee from returning to the job previously held by him and he shall not lose his seniority rights to promotion to some job which he is capable of performing.

145. *Employer Sole Judge of Employee's Competence During Trial Period*

In the event of a promotion of any employee, the first 30 days that said employee occupies the new position shall be considered a probationary period. At the end of said 30-day probationary period, the employee shall either be retained in the new position or if he fails to qualify for said new position, he shall be returned to his former status. The company shall be the sole judge in determining if the employee has satisfactorily passed the probationary period.

146. *Incompetence During Trial Period Determined by Management and Union Committee*

Any employee accepted to fill a vacancy shall be on probation for a maximum period of 3 weeks, and if the employee is found to be incompetent at any time during said probation period in the estimation of the plant manager and the union committee, he shall be reinstated in his former occupation and another selection shall be made in the same manner, and all persons affected by such restoration to a former occupation shall also revert to their respective former occupations.

147. *Disqualified Employee Given Reason on Union Request*

Promotions within departments to higher skilled or better paid jobs shall be made on the basis of seniority and other necessary qualifications to perform the job. Opportunities for advancement, new jobs and vacancies shall be posted by the employer for a period of 5 working days and the employee with the highest seniority and the necessary qualifications bidding for the advancement, new job or vacancy shall have first trial. Any employee who is disqualified by the employer before or after trial for advancement or the filling of vacancies or new jobs for other than seniority reasons, shall upon demand by the union be given such reasons in writing by the employer.

148. *Employee Option To Return to Old Job During Trial Period*

In all permanent transfers there shall be a trial period of 20 days, during which period the employee may request his return to his old unit without loss of seniority. Should an employee prove to be incompetent on the new job during the above trial period the company shall transfer him back to his old job without loss of seniority.

149. *Maximum of Two Trials on One Job*

An employee who is promoted shall be given a reasonable time, to be agreed upon by the company and the union, in which to prove his ability to fill the new job satisfactorily. If, at the end of such trial period, the employee shall prove to be incapable of fulfilling the duties of the new position, he shall be returned to his former position without loss of seniority. Upon the next occurrence of a vacancy in the occupation for which an employee has failed to qualify through trial, he shall be given another opportunity, if still entitled thereto by seniority, but upon failing twice to qualify for the same job shall not be entitled to a third opportunity.

JOB STATUS WHEN DISQUALIFIED DURING TRIAL PERIOD

150. *Employee Restored to Old Job if He Fails During Trial Period, After Discussion With Union*

The company will recognize the theory of seniority in all transfers and promotions and will give preference to the persons of the longest seniority, providing, however, that such persons are capable of performing required work. The employer shall have 1 month within which to determine whether the transferred or promoted employee is capable of doing the new work. If the company should find the employee unable to do the work, said employee shall be restored to his prior position and prior rate of pay and seniority standing, after first discussing this matter with the union.

151. *Employee Failing During Trial Period Returned to Old Job, if Vacant, or Other Job in Same Department*

Employees promoted to positions, who within 30 days after promotion are found to be unsuitable, will be returned to the position from which they were promoted, if an opening exists, or transferred to another job within the same nearest labor grade in the same department to which their ability and seniority entitles them.

152. *Employee Option of Former Job or Accepting Dismissal Pay if Disqualified During Trial Period*

If, during a 75-day trial period, the advanced employee is found to be unsatisfactory, he shall be returned to his former position at the rate of pay received prior to his advancement, plus any additional benefits that may have been granted in that classification during his temporary assignment or be given the option of accepting his severance pay.

Pay Rate on Promotion

Employees who receive a promotion may receive the higher rate immediately or after they have proved themselves qualified during the trial period. In agreements providing automatic wage progression within labor grades or rate ranges, the employee may be specifically protected against a cut in pay in cases where his rate at the time of promotion exceeds the minimum of the rate range for the new job. (See Bulletin 908-8, General Wage Provisions, for clauses dealing with rate of pay on transfer.)

153. *On Promotion, Paid Base Rate of Higher Job Classification*

When an employee is promoted to a higher rated job classification he will receive not less than the base rate of such higher rated classification.

154. *On Promotion, Given 10 Percent Raise or Minimum of New Rate Range, Whichever Is Greater*

Where an employee is promoted he shall receive a 10 percent increase or the minimum of his new rate range, whichever is greater, provided, however, that in no event shall the new rate exceed the maximum of the rate range of the new position grade. However, it is agreed that grievances regarding correctional increases shall not be submitted in connection with the application of the 10 percent promotional increase plan.

155. *Rate Increase on Promotion Related to Automatic Progression Schedule*

When promoted to a higher job classification, an employee shall receive at least the minimum of the range of the new classification, except in the instance

of those employees who are in the automatic progression stage who shall continue their regular progression in relation to the promotional job and in no case shall he receive a reduction in rate.

156. *Paid Rate of Job if Qualified by Reason of Past Performance; Otherwise, Paid Rate of Job After Trial Period*

When an employee is promoted to a higher rated job and is qualified by reason of past performance, he shall receive the rate of pay for said job. If he is not qualified, he shall have six working days within which to qualify on said job and thereafter receive the higher rate of pay for said job, if qualified, and if he fails to qualify said employee shall return to his old job without loss of seniority. For working foremen the qualifying period shall be 90 days, but they shall receive the working foreman rate after 6 days.

157. *Rate Increase on Promotion of Previously Inexperienced Employees Paid in Installments*

In the event of permanent transfers or promotions, of previously inexperienced employees, one-third of any increased wage rate shall be paid immediately and the balance shall be paid in two equal increases at 6-month intervals. Employees temporarily transferred at the request of the company to a position having a higher rate shall receive immediately during the temporary position any increases warranted by existing procedure. Employees temporarily transferred at the request of the company to a position paying a lower rate shall retain their regular rate as long as the type of work they regularly perform is available. Should, however, an employee be permanently transferred at his request, or due to inefficiency, to a position with a reduced wage rate, he shall immediately be paid the maximum rate for the new position provided he has been employed by the company in any capacity for a sufficient length of time to warrant a maximum rate.

158. *Employee Paid Old Rate During Trial Period; New Rate When Deemed Qualified*

Promotions shall be based upon seniority, ability and qualifications being sufficient. If an employee accepts a promotion or transfer, he shall be given a reasonable training and qualifying period of not to exceed 3 months to establish that he can meet the job requirements and has the minimum basic mental, educational and physical qualification which will permit the employee, with proper training, to continue to advance within the line of promotion. During this training period he shall receive his old rate of pay and on establishment of his fitness, he shall receive the rate of pay of the new classification. If at the end of such trial period the employee shall prove to be incapable of filling the new job or of advancing within the line of promotion, he shall be returned to his former position without loss of seniority.

159. *On Promotion, Inexperienced Worker Paid Half Difference Between Old and New Rates for 30 Days*

When a regular employee with no experience is advanced to a job with a higher classification rate, he shall that same day receive an increase of one-half the difference between his current rate and the new job rate. If at the end of 30 days the employee has become fully qualified for the job and is retained in it, he shall receive the full job rate. If at any time during the 30-day period it becomes apparent that the employee is not qualified for the job, then he shall go back to his former job and rate, and another employee will be given an opportunity to qualify for the job.

Transfer and Assignment

The word "transfer" has different meanings in different plants. In some agreements, it is difficult to draw the line between a temporary and a permanent transfer, but in others transfers lasting beyond a specified time are considered permanent. Where the distinction is made, there are usually different procedures for handling temporary and permanent transfers.

Transfers of workers within a plant may be instigated by management or made at an employee's request. For reasons of plant efficiency and optimum utilization of personnel, employers generally take the position that the right to transfer is an exclusive prerogative of management, though it may give some weight to length of service.

The desire of employees to transfer arises out of a variety of reasons. An employee may wish to transfer to or from a night shift, and some union agreements grant transfer preference in accordance with seniority. He may wish to transfer from one department to another—because of better promotional opportunities, more regular employment, or other personal reasons. Some agreements give preference in such transfers on the basis of seniority or on the basis of a combination of factors, including seniority.

Some agreements explicitly affirm management's right to transfer or to assign employees to work within the plant as a managerial prerogative; others set limitations on the exercise of such rights. Such limitations may take the form of a requirement that transfer first be discussed with the union, or, more strongly, that transfers be approved by the union; that transfers be allowed only with an employee's consent; or that transfers be allowed at management's discretion only under certain specified circumstances. Other transfer restriction clauses limit the number of times an employee may be transferred within a given period or provide that the union may initiate a grievance on transfers. As in the case of transfers at an employee's request, seniority may be a factor in management-initiated transfers. Still other agreements provide that the transfer must be without prejudice to an employee, and must not involve loss of seniority or lowered earnings. (See forthcoming Bulletin 908-11, for clauses on the effect of transfer on an employee's seniority status.)

Since an employer may have to make transfers for a short period to break a production bottleneck or for other reasons, temporary transfers without loss of seniority status are frequently allowed. A time limit on such temporary transfers may be set, beyond which the transfer is considered permanent and the factor of seniority may enter both as to the choice of the employee to be transferred and his seniority status in both the old and new departments.

Seniority rules or other transfer provisions are often waived to permit the transfer of handicapped or superannuated employees who are unable to remain in their old jobs, or of workers whose health or phys-

ical condition make it advisable to relieve them of hazardous jobs or occupations which involve mental or physical strain.

COMPANY RIGHT TO TRANSFER

160. *Transfer Requests in Writing. Review of Company Action Excludes Arbitration*

Request for transfer from one department or group to another shall be submitted in writing through the foreman of the employment office. It shall contain the reason for the request of the transfer. The granting of requests for transfer shall be made in the discretion of the company and with advice of the foremen or assistant foremen affected.

The company reserves the right in its discretion to transfer employees from one job or shift or department to another. In so doing it will consider length of service. There shall be the right of appeal as to any transfer through the grievance procedure up to but not including the fifth step [arbitration].

161. *Limitation on Employee's Right To Refuse Transfer; Transfer Defined*

Transfers are understood to mean the removal of an employee from his job classification for the purpose of assignment to another job classification.

No employee may be transferred against his will except when conditions of health or safety are involved or where such transfer is required to comply with other sections of this agreement.

It is understood and agreed that nothing in this agreement shall be interpreted to give any employee any right to refuse to perform any work that is normally assigned to other employees in an equal or lower job classification group nor does it give any employee any right to refuse to perform work which requires moving to a work place or area different from the work place or area to which he is assigned at present.

Transfers shall not result in a reduction in an employee's salary unless the transfer is made due to down-grading or is made at the request of the employee.

Employees transferred to a higher job classification group shall be paid not less than the minimum of the salary range for that job classification group.

162. *Company May Assign Work Without Regard to Employee's Usual Craft Under Certain Circumstances. No Discipline if Unable To Perform New Work*

Notwithstanding any other provision of this agreement, the management may assign to an employee in any craft work which is not normally performed by the employees in such craft, wherever it is reasonable to do so and practical for the purpose of efficient operations or necessary to eliminate stand-by time. An employee shall accept any such work which shall be assigned to him and, if he shall diligently and to the best of his ability endeavor to perform it, he shall not be disciplined or laid off for his inability to perform such work outside his craft.

163. *Company Right to Assign Employees, Subject to Seniority Provisions*

The company shall have the sole and exclusive right to determine job classifications hereunder, and, subject to the seniority provisions herein contained, to assign employees to such classifications, define the duties thereof, to determine the number of employees needed in each such classification, and the hours of work thereof.

164. *Company Right To Transfer Except Where Seniority Jeopardized*

It is agreed that the company will not enforce transfers that jeopardize the employee's seniority, but that otherwise transfers may be made by the company.

165. *Company Right To Make Specified Transfers on 7 Days' Notice to Employee. Junior Employee Selected for Transfer*

The company has the right to transfer employees from one pay-roll location to another and to determine the number of employees to be transferred, the occupations and pay-roll locations involved, the qualifications required and which employees have such qualifications.

Before transferring any employee from one pay-roll location to another or from one occupation to another, the company will give such employee 7 days' prior notice.

When an employee is to be transferred from an occupation in one pay-roll location to the same occupation in another pay-roll location, the company shall transfer the employee with the least service in the occupation in the pay-roll location from which the transfer is to be made who, in the judgment of the company, is qualified to fill the job and can be transferred without injuring the company's ability to render telephone service. At the option of the company, such employee need not be transferred, if another qualified employee requests to be transferred, or if the company offers the job to an employee other than the one with the least service and such employee accepts the offer. Where more than one qualified employee requests to be transferred, the company will select the employee to be transferred. "Service" as used herein, means service as defined in article * * *, section * * *.

166. *No Transfer for Purpose of Reducing Wages*

The company agrees that they will not transfer employees from one classification to another for the purpose of reducing wages.

SENIORITY IN TRANSFER

167. *Seniority Governs Transfers Exceeding 1 Day*

Employees may be temporarily transferred from one department to another with no loss of seniority. Whenever a temporary transfer is to exceed 1 day, it shall be made in accordance with seniority.

Should work be transferred from one department to another, employees transferred with it shall carry their departmental seniority to the new department.

168. *Seniority Sole Factor in Permanent Transfers for 75 Percent of Transfers Each 3 Months*

The temporary transfer of an employee shall not exceed 30 days except in those cases where the temporarily transferred employee is replacing another employee who is on leave.

In the case of permanent transfers, seniority shall be the sole determining factor in 75 percent of all such transfers within each 3-month period. The * * * division shall be exempt from the provisions of this paragraph.

169. *Transfers, on Written Employee Request, Made by Seniority Where Qualifications Are Equal*

The company will maintain a record of employees other than probationary employees who desire to transfer to another job, provided that they have a satisfactory employment record and can demonstrate that they have the qualifications and experience for the job for which they desire to register. Employees desiring to register for such a transfer shall make such a request in writing with the employment department who shall furnish the union with a copy. When there is a job available, the company will give consideration to filling it with the employees who are registered (beginning with the employees in the same department) taking into consideration the employees' seniority, the date of their request,

their employment record, and their training, knowledge, and ability to do the job in question. If two or more employees have equal qualifications to do the job, seniority shall govern. An employee who has not made his written request for the transfer at least 30 days prior to the time the job is filled, shall not be considered unless he is the only registrant for such job. If the employee is transferred to another department, his transfer shall become permanent if, after a period of 2 weeks, the company is satisfied with the employee's work in the department and the employee desires to remain therein. If the transferred employee within the 2-week period does not do the work satisfactorily in the opinion of the company, or if he elects to return to his former job, he shall be returned to his original department, if it is operating and to his former job, if that is in existence.

170. *Notice Posted for Transfers Within Same Wage Spread. Seniority Determines Transfer Among Applicants*

To promote the orderly transfer of employees to other jobs within the same wage spread, the company shall post notice in the plant requesting employees who wish to transfer from their jobs to other jobs which may become available within the same wage spread. Employees desiring such transfers shall fill out a form provided for this purpose by the company; thereby creating a pool of available people who wish to transfer. Transfers shall be made on the basis of seniority.

171. *Specified Period for Requesting Transfers. Company and Union Review Requests. Approved Transfers Made Within 2 Weeks*

An employee may exercise his seniority and request transfer from one job to another job during the first 7 days in the month of October, on forms provided by the company. The company and bargaining committee will review the employee's seniority status and qualifications for the job requested and will grant up to October 15 for those employees whose jobs have been taken to request transfer to another job. These requests will be reviewed in the same manner as the original requests. All approved transfers will be made by the company between October 15 and October 31. When requests for transfers are made into occupational groups, the request can be granted only against the youngest in seniority in that group; however, when there is a difference in machines, request can be made for the particular machine desired.

172. *Shift Transfer on Seniority Basis*

When a vacancy occurs on any shift in any operation, the employee with the highest seniority on the same operation on any shift, desiring the transfer, shall be transferred to fill the vacancy.

EMPLOYEE OR UNION CONSENT ON TRANSFER

173. *Written Employee Consent for Permanent Transfer*

No permanent transfer from one department to another shall be made except with the consent of the employee involved, which shall be in writing.

174. *No Compulsory Transfers Without Employee Consent Except in Emergency*

Except in cases of emergency, no employees shall be transferred from one job classification, department or city to another unless the employee affected is agreeable to such transfer.

175. *Permanent Inter-Department Transfers on Agreement Between Company, Employee, and Union*

Any employee may be permanently transferred from one department to another by mutual agreement between the company, the employee, and the union. It is further understood that all permanent transfers shall be made in writing and that any employees so transferred shall maintain their seniority in the department they were transferred from for a period of 4 months. At the end of this time if they have turned out satisfactorily, all of their seniority shall prevail in the department they were transferred to.

In the event that an employee requests a permanent transfer, and does not turn out satisfactorily, they shall be returned to the department from which they were transferred without the loss of any seniority.

176. *No Permanent Transfer Without Notice to Union*

No union employee shall be permanently transferred from one department to another without notice to the union. Any employee so transferred who has been in the company employ for 5 years or more shall not lose his seniority by reason of such transfer.

177. *Company to Notify Steward of Transfers*

No employees shall be transferred from one occupation to another, except with the knowledge of the department steward.

178. *Limitations on Permanent Transfers Specified*

It is understood and agreed that the employer has the right to transfer or promote employees to any position, occupation, shift or place where their services are needed according to its own judgment. However, the employer agrees to make no permanent transfer or promotion without having first discussed the matter with the union. It is further agreed that no employee shall be forced to make a permanent transfer where an employee with less seniority remains in the seniority group. No employee shall be compelled to accept a lower paying job. No employee shall be compelled to accept a transfer outside the bargaining unit.

179. *Transfers Require Consent of Union and Personnel Department*

All transfers shall be made through and with the consent of the union committee and the employer's personnel department representative.

180. *No Shift Transfer Without Employee's Consent*

It is mutually understood that the company at its discretion may temporarily transfer any employee because of an existing emergency for a period not to exceed five consecutive days. Such a transfer cannot involve a change of shift without the employee's consent. Under this type of transfer, made at company request, the employee shall be paid the rate of pay which he would earn on his regular work or the rate which he would earn on his temporary work—whichever is higher.

TEMPORARY TRANSFERS

181. *Seniority Waived for Temporary Transfers Up to 6 Days*

Employees may at any time be transferred from one occupation or class of work to another without regard to seniority for a period not to exceed 6 days, where such transfers are necessary to maintain production schedules or in other emergency cases.

182. *Seniority Disregarded for Emergency Transfers*

In emergencies, for the purpose of loading or unloading, or for brief transfers necessary on a day-to-day basis to insure normal operations of the various depart-

ments, the company may disregard the provisions of seniority. Employees so transferred shall be paid at the rate of their regular jobs, and shall be returned to the regular jobs as soon as the emergency is over.

183. *Senior Employee May Refuse Temporary Transfer*

In the event it becomes necessary to transfer an employee from one occupation to another for the convenience of management, it shall be optional with the senior employees within the occupation to accept such temporary transfer and if senior employees refuse to accept the transfer, the employees with least seniority will be transferred. All employees temporarily transferred under this provision shall be returned to their regular job within their occupation.

In the event the transfer exceeds 30 days, the employee will be returned to his regular job upon his request.

184. *Temporary Vacancies Offered to Spare Employees in Descending Order of Seniority*

Except for temporary vacancies of known duration, which shall be filled on the first day of the vacancy in accordance with seniority in the manner described below, temporary vacancies of more than 1 day shall be offered to the senior spare employee of the department who is qualified and available to fill such temporary vacancy. If the senior spare employee declines the vacancy, it shall be offered to the other qualified and available spare employees in the order of their seniority standing. Should none of such spare employees wish the temporary vacancy, then the company may require the one with lowest seniority standing to fill the vacancy. Spare employees assigned to temporary vacancies shall be considered regular employees until the job is filled by a regular employee except that the spare hand during such period shall have the right to bid to any permanent vacancy in accordance with section * * *.

185. *Question as to Whether Transfer Is Permanent or Temporary Subject to Grievance Procedure*

Should any question arise as to whether or not a particular transfer is temporary or permanent, the matter may be treated as a grievance and taken up under the grievance procedure herein outlined.

186. *Seniority Accrues on Old Job While Employee Temporarily Transferred*

When an employee is temporarily assigned, from the job classification in which he is regularly employed, to other work, his seniority will continue to accrue in his regular job classification while he is temporarily engaged in other duties.

SPECIAL TRANSFERS

187. *Company Right To Transfer Employees for Reasons of Health*

Company shall have the right to make transfers in the case of employees whose health or physical condition makes it advisable to relieve them from duty in occupations which are hazardous or which involve physical or mental strain, and nothing in this agreement shall be construed to restrict or restrain company in the exercise of such right.

188. *When Job or Operation Moved Employee Allowed To Transfer With Job*

When a job or operation is moved from one department to another in the plant, and is not otherwise altered, the employee holding such job shall have the privilege of transferring with the job, subject to the provisions of this contract.

Chapter 2.—Lay-Off, Work-Sharing, and Reemployment

Introduction

Few industries or trades are able to keep all their workers continuously employed throughout a year or over a period of years. Many are subject to seasonal slumps and practically all are affected by general business depressions. Shortages of raw materials or component parts, transportation difficulties, style changes, technological improvements, etc., also may lead to reductions in the work force.

Most of these conditions are not susceptible to remedy by collective bargaining, but a relatively few agreements provide for guaranteed employment on an annual basis. Such provisions while in effect prohibit, or at least greatly restrict, lay-offs of the regular working force.

Where technological changes or prolonged depressions are the cause of lay-offs, particular groups of workers may be permanently displaced; collective bargaining usually can provide no solution for these problems, although dismissal pay provisions may offer some temporary assistance to the workers affected. Where the lay-off is of a temporary nature, however, union agreements which specify the order of lay-off and reemployment rights are clearly in the nature of safeguards to individual workers.

In general, agreements meet the problem of short work in two ways—by the lay-off of employees with the least amount of seniority or by the division of work equally among all workers in a department or plant. A combination method divides the work but also provides for lay-off, if the work available does not give all workers a minimum amount of working time.

In most agreements seniority is of considerable weight in determining the order of lay-off. Thus, steady, full-time employment is provided for veteran employees. Some agreements, however, also give consideration to ability, family status, place of residence, and other factors, along with length of service.

The actual order of lay-offs will depend not only on the above-mentioned considerations, each with varied or equal weight, but also on the type of seniority applicable to lay-offs, i. e., whether on a plant basis, departmental, occupational, or some other form, and on whether or not "bumping" is permitted. Bumping is the process by which an employee whose job is discontinued may take over the job of another

employee with less seniority. The displaced worker may in turn take over the job of some other employee with still lower seniority.

Workers naturally prefer not to regard a lay-off as a termination of the employment relationship. Laid-off workers want assurances that they will be considered for reemployment by their former employers when more workers are needed. For this reason, agreements generally provide that a worker who has been laid off retains his status as an employee and has a preferential right to his job when it is to be filled again.

The order of rehiring is usually the reverse of the order of lay-off. Agreements often specify the manner in which recall notice must be given and usually require employees to report to work promptly after recall at the risk of forfeiting their rights to reemployment.

As an alternative to lay-offs, some agreements require that available work be distributed as equally as possible among all workers. Many agreements first tackle the problem of distributing available work through regulation or prohibition of overtime. Often work-sharing is combined with lay-offs, i. e., work is shared until hours per week are reduced to a specified level, after which, if further curtailment is necessary, lay-offs are in order.

Union Consultation

Although the final determination of the necessity for and extent of lay-offs is almost invariably considered a managerial prerogative, agreements often require consultation with the unions involved prior to lay-offs. Management may be required to confer on the methods and procedures to be used and the details of operations. Such provisions give a union an opportunity to propose methods of reducing the work force with the minimum of hardship to individuals.

Whenever a reduction in operations becomes necessary, the question of work-sharing through a reduction in hours versus lay-offs of excess workers is often raised, and agreements sometimes require union-management discussion of this question before any action is taken. In a few instances, the union is given the right to challenge management's selection of employees for lay-off and to participate jointly in making the selection.

1. Lay-Offs Discussed With Union in Advance

Prior to any lay-offs, the company agrees to discuss matters with the union.

2. Two Weeks' Advance Notice; Negotiation on Method of Lay-Off

If any condition arises which reduces the work load to the extent that a general program of lay-offs or part-timing is necessary, the company agrees to notify the union at least 2 weeks in advance of the effective date of any such program, to advise the union of the underlying reasons for the action before putting the program into effect and to negotiate with the union concerning the best methods of accomplishing the necessary reduction in man-hours of work.

3. *Joint Consultation on Manner and Program of Lay-Off*

When decrease of force becomes necessary due to lack of work, both parties shall meet and consult on the manner and program which shall govern the lay-off with the objective of reducing the workweek to the minimum number of hours consistent with reasonable operating efficiency so that the least number employees are affected by the lay-off.

4. *Mutual Agreement on Type of Seniority Applicable to Lay-Off of Specified Groups*

In the event of a lay-off of employees in labor grades 1, 2, and 3, the decision as to whether such lay-off should be effected on the basis of shop-wide seniority or company-wide seniority shall be subject to mutual agreement between the company and the union, based on the effect it would have on production.

5. *Joint Consultation on Factors Governing Order of Lay-Off*

Plant-wide seniority shall govern all lay-offs and rehires made within the unit. In all cases of a general lay-off the management will consult with union representatives concerning the seniority and other qualifications of employees before the general lay-off is to take effect.

6. *Joint Consultation on Question of Work-Sharing Versus Lay-Off*

In the event there is a lack of work in any department, excluding operators, which necessitates either the reduction of work or the furloughing of employees, or both, before either method is determined upon, the company agrees to confer with the association for the purpose of determining which method will be used.

7. *Union-Management Conference To Determine Whether Work-Sharing or Lay-Off's Preferred by Employees*

Should a reduction in operations be necessary in any department and/or craft the union may request the company to discuss with it whether the men would prefer a reduction in the number of hours worked by each employee per week or a reduction in the working force by lay-offs from the seniority list according to seniority standing.

8. *Joint Review of Lay-Offs Made Out of Seniority Order*

Whenever the company finds it necessary to make a selection for lay-off, rehiring, promotion or the filling of a vacancy on any basis other than seniority, the company agrees to review, before the selection is made, with the proper union representative its reasons therefor.

9. *Advance Notice to Union if Company Deviates From Seniority as Basis for Lay-Off*

The company will continue to give employees at least 24 hours' notice in case of lay-off due to a lack of work for indefinite periods of more than 1 week. If the company considers that lack of ability and efficiency outweighs the seniority of any employee, the company will give the union at least 48 hours' notice before laying off such employee out of strict seniority standing.

10. *Lay-Off and Recall Lists Submitted to Union in Advance; Time Limit on Presentation of Grievance*

In lay-offs from and recalls to employment, the company will give first consideration to seniority. In arranging lay-offs or recalls of employees with seniority, the lists of lay-offs or persons to be recalled will be given to the shop committee not less than three working days before the lay-off or recall is to take place.

It is understood that there shall be no redress to the grievance procedure by any employee or the union in connection with any lay-off or recall, unless a

grievance is presented to the company within three working days from receipt by the union of the list of lay-offs or persons to be recalled.

11. *Joint Approval of Lay-Off List; Company Absolved of Error if Union Has Given Approval*

When lay-offs for extended periods are to be made, the list of employees to be laid off will be reviewed with union representatives in advance and approved. Questions arising from lay-offs arranged for in this manner shall be handled through regular grievance procedure. If employees have been laid off in error, and the mistake is mutual, no reimbursement will be made for the time lost.

12. *Employer and Union Jointly Select Employees To Be Laid Off*

If business does not require the full working force, the principle of equal division of work is hereby recognized and is applied when feasible, provided, however, that when the circumstances require that the working forces be reduced, the employer and the union through its duly accredited representative, shall have the right to select those employees to be laid off.

Advance Notice of Lay-Offs

Employers are frequently required to give advance notice of lay-off to the employees involved, to the union, or to both. Such provisions enable an employee to make whatever preparations he can for a period of unemployment, and give the union a chance to make suggestions regarding the manner of lay-off. In addition, the union can study the fairness of the particular lay-off in terms of the seniority status of the employees affected and make suggestions in accord with the seniority provisions of the agreement. Grievances are thus minimized and assurance is given to all employees of fair treatment. Employers sometimes object to notice requirements on the grounds that there is likely to be a let-down in efficiency after the lay-off is announced. Lay-offs are often difficult to foresee, because of such factors as sudden cancellation of orders, shortages of raw materials, etc. For this reason, the notice requirement may be waived when impossible or impractical because of conditions beyond an employer's control.

While quite a number of agreements specify advance notice of a lay-off because of slack work, in most cases such notice period is limited to only 2 or 3 days, and in some cases, 1 day. Longer periods of a week or even 2 weeks are usually found in agreements for small plants, employing but a few workers.

In some cases, management may be required to give longer notice to union officials. Another type clause provides shorter notice for a brief lay-off of 1 week or less and longer notice of lay-offs of longer duration. Some agreements specify that pay must be given in lieu of notice, if the employer so desires, or if for reasons not beyond its control, management fails to give adequate lay-off notice.

Another type of clause gives the union some check on the operation of the lay-off rules in addition to the bare notice of impending

lay-off. Management is required to provide lay-off lists and other pertinent information regarding the lay-off—post lay-off lists, notify the union of deviations from seniority in selecting employees for lay-off, etc.

Provision is sometimes made for exceptions to the notice requirement. Notice may be waived if the lay-off is caused by conditions beyond an employer's control. Or the employer may be required only to make an effort to give advance notice, without being definitely obligated to do so. Some agreements also provide that employees failing to perform their work efficiently after receipt of notice may be laid off immediately.

13. *Notice as Far in Advance as Possible*

Notice of a lay-off will be given employees as far ahead as possible.

14. *Three Days' Lay-Off Notice to Union and Employees*

The company shall give the union and the affected employees at least 3 days' notice of all proposed lay-offs.

15. *Three Days' Notice Unless Lay-Off Caused by Conditions Beyond Employer's Control*

Notice of lay-offs will be given those concerned at least 3 days in advance, unless conditions beyond the company's control prevail.

16. *Employer to Make an Effort to Give 3 Days' Notice*

The company will make an effort to give 3 days' notice before lay-offs are made.

17. *One Week's Notice to Employees, Whenever Reasonably Possible*

The company will endeavor, whenever reasonably possible, to give employees 1 week's notice before being laid off.

18. *Notification on the Night Prior to Lay-Off*

Employees must be notified of any lay-off the night previous to the day which they are to be off whether it is a holiday or otherwise.

19. *Seven-Day Notice to Employees with 1 Year's Service*

Any employee after accumulating 1 year's service will be given at least a 7-day notice prior to lay-off.

20. *One Week's Notice of Lay-Offs Involving More Than 25 Employees for 30 Days; Notice of Other Lay-Offs Given as Soon as Possible*

Employees and the union shall be notified 1 week in advance of any lay-off which is general enough to involve more than 25 employees for an anticipated period of 30 days or more. The company will notify the union of any impending group lay-offs or of any individual lay-offs for more than 2 days, due to lack of work, as soon as the company knows that such lay-offs will be necessary.

21. *One Week's Notice to Union Prior to General Lay-Off*

At least 1 week prior to any general lay-off of employees in a department the company will notify the union. In the case of a permanent lay-off of employees which is not a general lay-off, the company will notify the union prior to such lay-off. The company will also meet with the union at the time of a general lay-off to discuss any reduction in the number of hours per week.

22. Notice Graduated to Period of Lay-Off

In the case of temporary lay-offs, (a) if the lay-off is to be for 3 days, or less, no notice is required, except that the company will inform the employees on the working day before the lay-off period; (b) if the lay-off is to be for 4 days, 1 day's notice will be given; (c) if the lay-off is to be for 5 days, 2 days' notice will be given, and (d) if the lay-off is to be for 6 days or more, 3 days' notice will be given.

23. Advance Notice to Shop Committee Where Possible; Period Not Specified

The company agrees in cases of group lay-offs to notify the shop committee in advance where possible.

24. Lay-Off Notice to Employees; Lay-Off List to Union

At the same time that notice of lay-off is given to employees a list of the employees affected will also be given to the union.

25. Union and Employees Notified of Lay-Off Longer Than 2 Weeks; 3-Day Notice to Union, 24 Hours to Employees. Lay-off greater than 2 weeks

Three working days prior to such a lay-off, the building steward of the plant involved will be notified as to the approximate number of employees to be laid off and other conditions pertaining to the lay-off. Employees shall be notified at least 24 hours previous to their being laid off and, at the same time, the district shop steward shall be given a complete list of the names of employees to be laid off in the occupational groups covered by his district.

26. Lay-Off Notice of 24 Hours to Employees, 48 Hours to Union

The company agrees to give at least 24 hours' notice of any lay-off to the employee concerned and 48 hours' notice of such lay-off to the union.

27. Names of Persons To Be Laid Off Posted for 3 Days

When a reduction of forces or a reduction in hours is necessary, the company will post the names of the employees to be laid off 3 days, excluding Sundays and holidays, prior to such reduction unless cancellations of orders, changes in customers' requirements, break-down, accidents, or other emergency makes such notice impossible. A copy of the posted list of employees to be laid off will be given to the local union at the time of the posting. Any question or grievance arising from such reduction of forces or hours shall, if possible, be presented within the three (3) day period of any such notice.

28. Notice Not Required for Temporary Lay-Offs Caused by Emergencies

It is understood that no notice shall be required if temporary lay-offs are necessary because of emergencies.

29. Immediate Lay-Off of Employees Failing To Perform Usual Duties During Notice Period

The employer agrees to give notice of furloughs, said notice to be three working days of the division or subdivision and said notice is to be longer where it is possible for the employer to give longer notice. The union agrees that in the event an employee upon receiving such notice fails to perform his or her customary duties in the usual manner, the employer may after a reprimand cancel such notice and immediately furlough such employee.

30. Notice Given Personally, by Posted Notice, or by Telephone or Telegram

In cases of indefinite lay-off the company shall give the employees and stewards at least 24 hours' notice. Such notice shall be given personally or by posted notice or by telephone message at the telephone number listed by the employee with the company, or by telegram sent to the last-known address of the employee.

31. *Notice Binding on Absent Employee*

The company will give both the union and the employees involved 24 hours advance notice in cases of indefinite lay-off or dismissal (except in cases of discharge covered by paragraph 4 of this article XI), and it will give advance notice not later than 2 p. m. of the day preceding a temporary lay-off. In lieu of such notice the company shall give the employee 8 hours' pay at his straight time rates in the former case, and 4 hours' pay in the case of a temporary lay-off. An employee's absence from work at the time notification hereunder is given to the group or department involved shall not destroy the effectiveness of such notice as to him. A temporary lay-off is a lay-off for a limited fixed period of 2 weeks or less, or one for an indefinite period with the assurance that it will not exceed 2 weeks. Every other type of lay-off shall be known as an indefinite lay-off.

32. *Notice to Include Estimated Duration of Lay-Off*

In case of a lay-off, an advance notice of 5 days will be given employees whenever it is possible to do so, but the company will in any event give as much notice as possible, and whenever the length of the lay-off can be approximated such information will also be given to employees.

33. *Three Days' Notice or Pay in Lieu of Notice*

When laying off employees, the company will make every effort to give at least 3 days' notice in advance of such lay-off. When a senior employee is laid off without having been given 3 days' notice of lay-off, he shall be paid at his attained day rate in lieu of work for that part of 3 days during which work was not made available. This clause covers senior employees who are removed from the active rolls of the company and put on the laid off list to be recalled to work when work is available.

34. *Forty Hours' Pay in Lieu of 1 Week's Notice to Permanent Employees*

In case of lay-off for lack of work, all permanent employees so laid off to be notified in writing 1 week in advance of lay-off, or in lieu of such notice to receive 1 week's pay at straight time for 40 hours.

35. *Twenty Hours' Pay in Lieu of 40 Hours' Notice*

In the event of a lay-off, employees shall receive either 40 working hours' notice of intended lay-off or 20 hours' pay in lieu thereof.

Order of Lay-Off

Practically all agreements have seniority rules specifying the order in which lay-offs are to be made. Unions usually prefer that lay-offs be made on the basis of strict seniority, i. e., length of service, those with the least seniority being laid off first. However, in order to preserve the continuity of bargaining personnel, some agreements exempt union officers, shop stewards, or grievance committeemen from lay-offs by placing them at the top of their respective seniority lists. Another modification of strict seniority in lay-off is the exemption of employees regarded as "exceptional" or "indispensable" by an employer, although some agreements limit the number of excepted employees to a specified percentage of the working force or to certain types of jobs or skilled occupations.

Length of service is often considered in combination with other factors in selecting employees for lay-offs. In some cases, it is given equal weight with ability; in others, it is considered only if the ability of the employees involved is relatively equal. Some provisions recognize seniority in lay-off provided the employee with greater seniority is "qualified" to do the job. No means of determining ability is established except in some agreements which specifically permit the question to be referred to the grievance procedure.

Occasionally, such factors as the employee's place of residence, citizenship, and number of dependents are given some weight, but usually only after seniority and ability have been given first consideration. Probationary and temporary employees are generally laid off before employees with seniority standing.

Where the order of lay-off is determined or influenced by seniority, a basic consideration is the unit to which seniority is applied. In plants with a wide variation in skill requirements for some or all of the occupations, lay-offs are likely to be based on occupational or departmental seniority, or on total plant seniority applied to occupation or department. If occupations within the plant are fairly uniform, lay-offs may be on a plant-wide basis, based only on total service with the employer.

Some agreements differentiate between short-term lay-offs resulting from seasonal slack and long-term lay-offs caused by severe business fluctuations possibly involving permanent reductions in the working force. Short-term or temporary lay-offs may be made on the basis of one type of seniority, such as departmental or group of departments, while long-term lay-offs may be on the basis of some other type of seniority, such as plant or company seniority. In some cases, seniority is disregarded or modified for short-term lay-offs but is followed for long-term dismissals.

A few agreements require that employees be paid for time lost if they are laid off prior to employees with less seniority.

36. Seniority Strictly Observed in Making Lay-Off

When a lay-off becomes necessary the seniority list shall be strictly observed, and employees with the least seniority will be laid off first and employees with the most seniority will be the first to be called to work.

37. Lay-Offs Based on Seniority if Efficiency is Not Impaired

In case of a reduction in the working force of the plant, employees shall be laid off according to seniority, if such procedure does not interfere with the efficiency of the department or plant; the last employee hired shall be the first laid off, and in rehiring the last laid off shall be the first rehired. No new employee shall be hired until all employees laid off during the period of the present agreement have been notified that work is available.

38. *Lay-Offs Based on Seniority "Wherever Reasonably Practicable"* (The union may submit to arbitration lay-off cases involving deviation from seniority)

The necessity for lay-offs or reduction of staff shall be in the discretion of the employer. In the case of lay-off or reduction of staff, the principle of seniority shall be applied wherever reasonably practicable. If the union, within 10 days after any lay-off or reduction of staff which was not made on a straight seniority basis, shall notify the employer in writing that it questions such lay-off or reduction of staff, then the union may submit such question to arbitration in accordance with the provisions of article XII hereof.

39. *Lay-Offs on Basis of Plant-Wide Seniority*

Any necessary reduction in personnel shall be made as follows:

When any reduction in working force occurs, plant seniority shall govern. The last man hired shall be the first laid off until the necessary amount is laid off.

40. *Lay-Offs on Basis of Plant-Wide Seniority and Ability To Do Job*

In cases of lay-offs or rehiring, due to the decrease or increase of the working force, the principle of straight plant seniority shall be observed, provided the senior man has the necessary experience and ability to perform the available work.

41. *Lay-Offs on Basis of Plant-Wide Seniority by Divisions* (Probationary employees are laid off and work is shared before employees with 1 year or more of seniority are laid off)

The following procedure shall be used in reducing the force for lay-offs to exceed 2 weeks:

a. Probationary employees will be laid off first. Where practicable, the hours of the workweek may be reduced before employees with 1 year or more seniority are laid off.

b. Seniority employees will then be laid off in the order of their respective plant-wide seniority by divisions.

42. *Plant-Wide Seniority for Employees With 3 Years' Service; Departmental Seniority for Those With Less Service*

In the case of an indefinite lay-off or recall, plant wide seniority shall prevail for employees with 3 years or more seniority; for those with less than 3 years of seniority, departmental seniority shall prevail.

43. *Lay-Offs Based on Plant Seniority Applied to Job Classifications*

The employee with the lowest plant seniority in the classification within the occupational group that is being curtailed will be laid off first, then the employee with the next lowest plant seniority, etc.

44. *Extended Lay-Offs on Basis of Company Seniority; Lay-Offs of Less Than 1 Month Made on Basis of Department Seniority*

During temporary lay-offs (being such lay-offs as the company believes will not extend for a period of over 1 month), employees with the longest service in each department (department seniority) shall be laid off last and rehired first. During other lay-offs which the company believes may extend for a period of over 1 month, employees with the longest service with the company (company seniority) shall be laid off last and rehired first.

45. *Extended Lay-Offs Based on Plant-Wide Seniority; Temporary Lay-Offs on Basis of Departmental or Divisional Seniority*

A temporary lay-off shall be deemed a lay-off of 2 weeks. In the case of a temporary lay-off, seniority shall be by departments or division, i. e., job groups, as indicated on chart 1 attached.

Extended lay-offs shall be lay-offs in excess of 2 weeks. In the case of extended lay-offs, seniority shall be plant-wide.

46. *Temporary Lay-Offs by Shop Seniority; Permanent Lay-Offs (over 4 weeks) by Company Seniority*

Temporary lay-offs shall be made according to shop-wide seniority in the classification or classifications affected.

When such temporary lay-offs continue for four consecutive weeks, permanent lay-offs shall be effected in those classifications on the basis of company-wide seniority in order to eliminate the continuation of such temporary lay-offs. Employees laid off on a permanent basis shall receive 3 days' pay at the base rate except for employees who shall have been in the service of the company for 5 years or more, in which case 5 days' pay will be given.

The expression "permanent lay-off" shall mean a period, from 4 weeks up to 1 year, during which an employee's service is discontinued by the company for lack of work. After 1 year the employee's name will be removed from the seniority list.

NOTE.—Temporary lay-offs are based on shop-wide seniority in the classification or classifications affected.

47. *Departmental Seniority to Determine Order of Lay-Off* (Employees subject to lay-off may return to the department from which last transferred, provided not more than a year has elapsed since the transfer)

Departmental seniority shall govern in the event of lay-off. The employees in the department to be reduced who are subject to lay-off shall revert back to the department from which last transferred on the basis of seniority accrued in that department, provided such absence from that department does not exceed 1 year. If the absence has exceeded 1 year, the company and the union will jointly discuss the employee's qualifications and plant seniority, with the idea of finding a place for him in some other department.

48. *Departmental Seniority to Govern Lay-Offs* (Employer reserves right to select employees best suited for available jobs)

The union recognizes the fact that the employer conducts two separate factory departments. Conditions beyond the employer's control sometimes arise where one department may be busy and the other slack, resulting in lay-offs in one department where the other may be operating full time or better. The employer agrees that whenever possible, available work will be divided among all employees but as the character of operations are such that all employees are not interchangeable between the two departments, the employer reserves the right, and the union concedes such right, to select at any time employees for service in either department as may, in the employer's opinion, be best suited for the duties involved.

49. *Seniority Disregarded in Lay-Off of 7 Days or Less*

Where, as a result of lack of material, machine break-downs or other reasons, temporary lay-offs become necessary, the individuals or individual employees affected will be sent home or offered similar or other work, if available, without regard to seniority. Temporary lay-offs are defined as those of seven or less calendar days duration. When a temporary lay-off extends beyond 7 days, seniority shall be invoked.

50. *Seniority and Ability Considered in Determining Order of Lay-Off*

When it is necessary to reduce the working forces in any department, consideration shall be given to the following factors:

Seniority, i. e., company seniority and departmental seniority as defined in article 5 (seniority).

Ability, i. e., individual employee's skill and adaptability.

Seniority and ability shall be considered the most important factors and seniority shall govern except in those cases where there is an obvious difference in ability of two or more employees affected sufficient to outweigh the difference in seniority.

51. *Lay-Offs by Seniority Subject to Considerations of Ability and Physical Fitness*

When it becomes necessary to reduce or increase forces, seniority as prescribed by the seniority rules shall govern, ability and physical fitness being considered. In the restoration of forces senior laid-off men will be given preference in reemployment, if available within 5 days, and shall be returned to their former position if possible.

52. *Physical Fitness and Competence Given First Consideration; Trial Period To Prove Competency*

In the event of increase or decrease of personnel due to changes in methods of operation or business conditions, length of continuous service shall prevail as between employees physically fit and competent through knowledge, training, skill and efficiency to perform the available work.

Senior employees shall be given a reasonable opportunity to prove his or her competency.

Should the union consider the company's decision on any question of competency unreasonable, it shall become a matter for consideration as a grievance by the representatives of the union and the company in the manner provided in this agreement.

53. *Seniority and Competency To Govern in Lay-Offs; Competency Defined*

The company and the union accept the principle of seniority and agree that ability and length of service with the company shall govern in case of lay-off or rehiring. The rules of seniority shall prevail where the employee with ranking seniority is competent. The word "competent" shall and is interpreted to mean and include ability to perform the available work and past performance in the employ of the company.

54. *Seniority To Govern When Merit and Ability Equal*

The employers and the union accept the principle of seniority in lay-offs and rehiring and agree that, merit and ability being equal, length of continuous service shall govern. This principle shall be applied by job classification.

55. *Merit and Ability To Govern When Seniority Is Equal*

In case of a lay-off when plant seniority is equal, merit and ability will be the determining factors in deciding which employee will be retained.

56. *Family Obligations the Determining Factor in Laying Off Junior Employees*

When laying off junior employees, other conditions being equal, family obligations will be the governing factor.

57. *Ability and Skill Considered by Company and Union When Seniority Is Approximately Equal*

In the case of employees with approximately equal seniority, the order of lay-off, rehire, promotion and transfer may be the subject of discussion between the

company and the union, with consideration being given to the ability and skill of the employees involved. This paragraph is intended to apply only in the case of employees of less than 1 year's seniority, and in the case of employees of more than 1 year's service, where the total of accumulated service is within plus or minus 5 percent of each other.

58. *Four Factors Considered in Selecting Employees for Lay-Off*

When it is necessary to reduce the working forces in any department, consideration shall be given to the following factors:

Seniority, i. e., company seniority and departmental seniority as defined in article 6 (seniority).

Ability, i. e., individual employee's skill and adaptability.

Family status, i. e.; whether married or single, number of dependents, etc.

Residence, i. e., whether or not employee lives in the community in which the plant is located.

Seniority and ability shall be considered the most important factors and seniority shall govern except in those cases where there is sufficient difference in ability of two or more employees affected to outweigh the difference in seniority. However, in fairness to each individual employee, family status and residence shall be given consideration but will be determining factors only when neither seniority nor ability predominates.

59. *Inefficient Employees Laid Off First, Then Employees of Average or Better Efficiency According to Plant Seniority*

In case the employer deems it necessary to make a curtailment in any type or types of operations, those employees shall be laid off who are least efficient, as may be determined by the production and hourly earnings records of the company. Such records shall be those for the last two full time pay-roll periods (4 weeks) preceding curtailment of such type of operations. From such records shall be determined the average efficiency of the employees on such type of operations, and those who are below average shall be laid off on efficiency, the least efficient first. All those who are average or better shall be deemed of equal efficiency, and shall be laid off on plant seniority.

60. *Alternative Lay-Off Procedure Based on Percent of Employees Affected in Occupational Group*

If it should become necessary because of lack of work to reduce the working force, the following procedure shall be followed, except that in the event the lay-off affects less than 5 percent of the employees in any occupational group, steps b through f may be omitted provided that if 5 percent is less than one the number shall be one.

(a) The company shall notify the union of its reasons for the proposed lay-off and discuss the procedure for lay-off.

(b) All work being performed by subcontractors shall be returned to the group or department affected, if practicable.

(c) The scheduled workweek of the employees in the occupational group affected, if in excess of 40 hours, shall be reduced to the normal contractual workweek.

(d) All probationary and temporary employees and employees transferred under the terms of article VIII, section 6, in the occupational group affected shall be laid off first.

(e) The company and the union shall discuss the advisability of reducing below 40 hours the regularly scheduled workweek and any such reduction shall be negotiated between the company and the union.

(f) Employees will be transferred to occupational groups within the bargaining unit where work requirements make such action possible, in accordance with their seniority, provided that they accept and are qualified to perform the work.

(g) In the event that lay-offs are still required in the occupational group, employees shall be laid off in the inverse order of seniority, provided that the remaining employees accept and are qualified to perform the work at hand. Employees promoted on trial in accordance with article IV, section 1, shall be returned to the occupational groups within which they had seniority before lay-off took place. Employees retained in the occupational groups shall not have their grades or salaries affected as a result of the work reassignment in the occupational groups following the lay-off.

61. *Three-Step Lay-Off Program* ((1) Temporary employees laid off, (2) Lay-off up to maximum of 5 days on basis of departmental seniority, (3) Lay-off of more than 5 days on basis of plant-wide seniority)

In all cases of increase or decrease of forces, the following shall apply:

(1) All temporary employees shall be laid off first.

(2) Temporary lay-off of not to exceed five working days shall be made according to departmental seniority.

(3) If lay-off continues more than five working days, then plant-wide seniority shall apply. In such lay-offs seniority within own occupational classification shall first be considered. After all rights within own occupational group are exhausted seniority shall be applied plant-wide to other occupations, providing employee is capable of performing duties of job bid in, and is agreeable to accepting working conditions and wages of such job.

62. *Probationary Employees Laid Off Without Regard to Seniority*

Lay-offs shall be made from the department on the basis of company seniority, except in the case of probationary employees of less than 6 months' seniority, who may be laid off without regard to seniority.

63. *Probationary Employees Laid Off Before Employees with Seniority Status*

In the event of a lay-off all probationary employees shall be laid off before any employees with seniority are laid off.

64. *Casual, Seasonal, and Temporary Employees Laid Off Before Regular Employees*

All casual, seasonal, or temporary employees at identical tasks in the same department, unit, office or subdivision, shall be laid off before any regular employee is laid off.

65. *Non-Union Employees Laid Off Before Union Members*

In cases of lay-off of union members, the relative efficiency of the employees in the same department, unit, office or subdivision being equal, the principle of seniority shall be applied and the union member with the shortest tenure of employment shall be the first laid off. The employer shall be the sole judge of the relative efficiency of such union members. All nonunion members, except those exempted under the provision of article I-C³ of this agreement, in the same department, unit, office or subdivision shall be laid off before any union members shall be laid off. In all cases of lay-offs where the union members in the same department, unit, office or subdivision are not laid off according to seniority, the employer shall first discuss the question of such lay-off with the union. The employer's decision after such discussion shall be final.

³ Article I-C lists certain types of employees, such as supervisors, who are not covered by the agreement.

66. *Key Employees Retained Regardless of Seniority* (The number of such employees may not exceed 5 percent of the plant seniority list)

In lay-offs from and recalls to employment the company will give first consideration to seniority. When seniority is deviated from, it shall be because of definitely superior qualifications of the employees selected.

At each lay-off or recall following lay-off, the company may designate certain individual employees whose services are required under the special circumstances then existing. Such employees may be retained or recalled to service, regardless of their seniority. The fact that an employee has been so designated shall not affect his regular seniority standing and he shall resume the same as soon as the special reasons in his case cease to exist. It is agreed that at no time will the total number of employees designated under this section exceed 5 percent of the total plant-wide seniority list.

67. *Exemptions for Key Employees Not To Exceed 10 Percent of the Total Employed in Each Department*

"Union" recognizes the need for "exceptional employees," who, for the purpose of this section, are defined as employees whose work, in the judgment of management, is of exceptional value to "company", and they may be retained, rehired, or promoted, irrespective of seniority; provided, the number of such employees shall not exceed 10 percent of the number of employees in each department.

68. *Minimum Exemption of One Key Employee in Each Department*

Employees whose work in the judgment of the management is essential to the operation of the business and production, or who have received special training or have exceptional ability, may be hired, retained or returned to work notwithstanding the provisions of this article, except that such number of employees shall not exceed 5 percent of the total number of employees in any department nor be less than one employee in any department.

69. *Number of Key Employees Exempted From Lay-Offs Equal to Number of Union Officers Given Top Seniority*

The company may, however, without regard to seniority, retain or recall, because of exceptional ability or because of their being key men in the judgment of the company, a number of employees equal to the number of employees enjoying top seniority under paragraph 3 of section A of this article.⁴

70. *List of Key Employees Exempted from Lay-Off to Include Minimum Number of Union Representatives*

The management will, as the occasion arises, prepare a separate list of employees who should be retained or recalled to work in order to facilitate tooling or rearrangement of the plant, the taking of inventory and the starting of production and similar situations. In the selection of this list, length of service shall be secondary to other qualifications, but should be given reasonable consideration. Members of the union shop committee and at least 25 chief stewards shall be included in this special list. The chief steward of each department shall have the privilege of reviewing this list with the foreman and making recommendations in connection therewith.

71. *Joint Discussion of Exemptions Requested by Company or Union*

When because of lack of work it becomes necessary to reduce employment, those workers who were last employed shall be first released. When thereafter

⁴ Paragraph 3 grants top seniority, for purposes of lay-off and recall, to union officers and shop stewards.

reemployment takes place the employees who were last released shall be first reemployed and no new workers engaged unless the list of former employees is exhausted. Should the company or the union wish special consideration given a worker, which would be an exception to this rule, this shall be taken up in conference with the company and the shop committee.

72. *Deviations from Lay-Off and Rehire Procedure by Joint Agreement*

Whenever the efficient operation of the company's business might otherwise be impaired, the grievance committee and the personnel office may agree to departures in the reducing-working-force and lay-off procedures set forth in this agreement.

Employees shall be reinstated in accordance with their seniority on a bargaining unit basis.

Whenever the efficient operation of the company's business might otherwise be impaired, the grievance committee and the personnel office may agree to departures in the reinstatement procedure set forth in paragraph (54) of this agreement.

73. *Union Officers Last To Be Laid Off From Their Departments*

Should there be a reduction in force, then employees who are the president, vice president, financial secretary, recording secretary, treasurer, and chief stewards of the union, shall be continued at work as long as there is a job in their own department, in job classifications covered by this agreement, which the officers or chief stewards are qualified to perform. In any such case, the employee whose work the officer or chief steward is qualified to perform shall replace an employee of less seniority, except that employees who have returned from military service shall not be so replaced for a period of 1 year following their return to company employment. The union shall inform the company in writing of the names of these 5 officers and 14 chief stewards.

74. *Top Plant Seniority in Lay-Offs for Shop Committeemen and Top Seniority in Unit for Stewards, Provided They Have a Minimum of 6 Months' Service*

All members of the shop committee during their term of office, shall in connection with lay-off from and recall to employment, head the plant-wide seniority list, provided that they have a minimum of 6 months' employment with the company. At the termination of their services as members of the shop committee, they shall be returned to their proper place on the seniority list of their unit.

All divisional stewards during their term of office, shall, in connection with lay-off from and recall to employment, head the seniority list, except for shop committeemen, of the unit in which they are employed to the extent which that unit is contained in the geographical portion of the plant which they serve as divisional stewards; provided, however, that all such divisional stewards shall have a minimum of 6 months' employment with the company. Upon termination of their duties as stewards, or when it becomes necessary to transfer them to a portion of the plant which is outside their jurisdiction as divisional stewards, they shall be returned to their proper seniority standing.

All departmental stewards, during their term of office shall, in connection with lay-off from and recall to employment, head the seniority list, except for shop committeemen and divisional stewards, of that group of employees in which they are employed and serve as stewards to the extent which that unit is contained in the geographical portion of the plant which they serve as departmental stewards; provided, however, that all such departmental stewards shall have a minimum of 6 months' employment with the company. Upon termination of their duties as departmental stewards, or when it becomes necessary to transfer

them to a portion of the plant which is outside their jurisdiction as departmental stewards, they shall be returned to their proper seniority standing.

In connection with all of the foregoing paragraphs of this section, it is understood and agreed that no member of the shop committee or any steward shall exercise this special seniority status unless he is qualified to perform the work of the employee he replaces.

75. *Top Plant Seniority for Union Officers and Committeemen, Top Department Seniority for Stewards* (No minimum service requirements but reasonable productivity to be maintained)

The employment of local officers, grievance committeemen and stewards as listed in appendix C attached hereto shall remain in effect during the scheduled workweeks of the department or group of departments as listed in appendix B attached hereto, in which they work, regardless of seniority as long as such department or group of departments is in operation.

Local officers and grievance committeemen shall, in case of an extended shut-down of their department or group of departments, be transferred to other departments or group of departments and their employment shall remain in effect as long as the plants are in operation regardless of seniority.

Any of the local officers, grievance committeemen, and stewards referred to in the above two paragraphs shall have sufficient knowledge, training, ability, skill, efficiency, and physical fitness as to maintain reasonable productivity.

76. *Top Seniority for Stewards Provided in Top 25 Percent of Seniority Group*

The elected shop steward of a department shall receive top seniority, providing he is selected from the upper 25 percent of his seniority group.

77. *Pay for Time Lost When Employee Deliberately Laid Off Without Regard to His Seniority*

When the personnel of any department is increased or reduced and the seniority of any employee is ignored, the employee shall be paid for the time lost, either because he was laid off before the junior employees in the department or because he was not recalled to work before the junior employees of the department, when the shop committee can prove that the act was deliberate on the part of the foreman or superintendent.

78. *Limitation on Employer Liability for Lay-Off Out of Turn*

The above interpretation of the lay-off procedure necessitates considerable detail and clerical work; therefore, it is agreed that if an error occurs and an employee is erroneously displaced the company will be financially liable for only 60 days prior to the filing of his written grievance. The company will also be financially liable for any employee who is erroneously displaced from the time that his written grievance is filed.

Bumping and Transfers to Avoid Lay-Offs

Where lay-off is on an occupational or departmental basis, employees with relatively great seniority may be laid off in slack departments, while workers with shorter plant or company service may be kept on in other occupations or departments. To afford greater security to senior employees under such conditions, some agreements permit them to "bump" or displace workers in other job classifications or departments with less plant-wide service. Displaced employees in turn bump

their juniors in plant seniority and so on down the line until workers with the least seniority are laid off.

Bumping is feasible only within a range of jobs which are fairly interchangeable, and some agreements prohibit the practice altogether. In practice, therefore, bumping is usually permitted only when the bumping employee can meet the normal requirements of job performance and can attain full efficiency within a relatively short time and in a manner befitting his seniority claim. In some cases, the time period is a trial period. Most agreements which permit bumping place some limitation on the exercise of such a right. Some go so far as to confine bumping to departments or occupations in which the employee had previously worked. Others limit bumping rights to employees with relatively long service, such as 5 years. Another type of limitation requires that a bumping employee must have a specified amount of service credit—6 months or 1 year—greater than that of the one displaced. In some instances, employees on certain jobs may be exempted from bumping.

More common than bumping provisions are those which require only that the employer transfer to existing vacancies in other classifications or departments employees who would otherwise be laid off. Usually, of course, such transfers are made only if employees are qualified or competent to perform the job. As in the case of bumping, a trial period may be granted such workers in which to demonstrate their competence. One agreement provides for a system of job tests by which employees can establish qualifications for a number of jobs, so that in a period of lay-offs senior workers may be assigned to other related jobs.

79. Bumping on Basis of Plant Seniority

The employer agrees that employees whose jobs are abolished, or closed down temporarily, due to slack in operation or other considerations, may exercise their plant seniority to displace employees with less plant seniority in jobs which they are qualified to perform.

80. Bumping Area Broadened To Include Entire Plant (Bumping is restricted to "rating units" prior to plant-wide bumping)

Length of service shall be credited on a plant-wide basis. The seniority rating sheet is to govern all lay-offs. The employee having the lowest rating in his rating group shall be the first to be laid off. In the event employees are to be laid off, the steward shall be notified in the department concerned before such lay-offs are made. Employees who are transferred to another department shall carry their plant service with them to be applied to their seniority rating sheet. The new department shall not become the resident department of such an employee until he has served one continuous year of employment in that department. After an employee has been away from a department for one full year he shall lose residence in the department.

A "rating group" is a combination of operations, jobs, or departments where the nature of the work is so similar or the versatility of the employees is such

that the lay-off of any employees from the group will not seriously interfere with production demands. A "rating unit" is a combination of the rating groups within which an employee's versatility is credited. The number of rating groups in a rating unit may be as few as one or may include all the groups in several departments.

Any regular employee who becomes subject to lay-off in his rating group has the right to transfer to another rating group subject to the following conditions:

1. If he has satisfactorily performed another job in another rating group within his rating unit he shall have the right to transfer to such a group providing any employee in such a group has a seniority rating sheet total lower than his.

2. If he has failed to gain residence in his current department, but retains residence in another department, he shall have the right to transfer to any group in which he has satisfactorily performed a job in his resident department providing any employee in such a group has a seniority rating sheet total lower than his.

3. If he has attained more than 1 year of plant service, but has no resident department, he shall have the right to transfer into any rating group in which he has satisfactorily performed a job in any department providing that he can still perform such job satisfactorily and providing also that any employee in such a group has less service credit than he.

If his lay-off can not be avoided by the provisions of section (d) above, he shall have the opportunity to transfer to another job in any department subject to the following conditions:

1. As long as probationers remain: He shall displace a probationer at the direction of management if he is qualified to perform the job. Otherwise he shall be laid off.

2. When no employees having less than 6 months of plant service remain on the pay roll all employees having less than 1 year of plant service shall then be treated as probationers for the purpose of lay off, and displacement. Such employees having more than 6 months of plant service shall in the event of lay-off remain eligible for reemployment consideration on the same basis as regular employees.

When no employees remain who have less than 1 year of plant service, a plant lay-off bracket shall be established comprised of regular employees having less than 18 months of plant service. Employees in this lay-off bracket will become subject to lay-off in accordance with the seniority rating sheet but will become subject to displacement in the order of their plant service credit. Any regular employee (not in the lay-off bracket) who becomes subject to lay-off shall have the right to displace the shortest service employee in the lay-off bracket whose job he may be qualified to perform in the judgment of management. When there is no employee in the lay-off bracket whose job he may be qualified to perform such an employee shall be laid off in accordance with the seniority rating sheet.

81. *Interclassification Bumping on Basis of Ability and Seniority*

Those employees who are laid off out of their classification shall be entitled to bump into any classification within the plant, where they have the qualifications, demonstrated ability and seniority to do the work.

82. *Bumping on Basis of Job Classifications and Department Seniority*

If the number of employees in any classification in any operating department is reduced, the employees in such classification who are affected by such reduction shall, in the order of their departmental seniority status at the time of such

reduction, be entitled to preference for a job in the next lower classification over the employees in the such next lower classification regardless of departmental seniority, and the employees in such next lower classification who are forced out of such classification shall be entitled to a similar preference in the still lower classification. After such reductions have become effective in accordance with the previous sentence, departmental seniority shall determine the status of the employee in each classification.

If the number of employees in any classification in any craft department is reduced, the employees affected by such reduction shall take their places in the next lower classification on the basis of their departmental seniority, and if there is no employee in such lower classification with less departmental seniority then they shall take their places in the still lower classification on the same basis, provided that craftsmen who have been hired as such for a period of maintenance and construction above normal shall be laid off from their department in the order of their classification seniority when the work for which they were hired is finished.

If an employee is about to be laid off in any department, he may claim any seniority he has in any classification in any other department and shall take his place in such classification on the basis of his seniority in that department, but, if there are no employees in any classification in any other department with less departmental seniority, he may then claim a job in the yard on the basis of plant seniority, and, if he does so, the yard employee with the least plant seniority may be laid off.

83. *Transfer From Skilled to Unskilled Available Jobs* (Bumping after 1 week lay-off to unskilled jobs. No bumping into exempt jobs)

So long as work within a given department or unit is available in unskilled jobs, employees in semiskilled or skilled jobs shall be demoted to unskilled jobs before being laid off.

An employee with one or more years' plant service who is laid off may, within a 1-week waiting period, replace the newest unskilled employee in the plant. Other special arrangements concerning "bumping" may be made, if desired, by the company and the local union at each plant.

Employees in jobs classified as exempt jobs shall not be replaced by employees from other departments, but may be laid off if work in their own jobs decreases. Classification of exempt jobs shall be made by agreement at each plant. Such employees, when laid off, shall be eligible to replace employees in other departments in accordance with provisions of the above paragraph.

84. *Bumping Into Labor Department on Basis of General Seniority*

There shall be clearly established, for the purpose of providing as nearly year-round employment as possible for keymen and employees with greater number of years of service, a labor department. This shall consist of general maintenance work and repair work, and such special types of work as may be needed and all employees not classified who work in the labor department at the base rate. When production is decreased, or stopped in any one department, the workers shall have the right to descend into this labor department on the basis of their general seniority.

85. *Procedure for Bumping in Occupational Groups*

Skilled.—These employees may displace junior employees in the skilled group provided they are qualified to do the job.

Semiskilled.—The semiskilled job families have been arranged with the job classification listed vertically in the order of the skill required, with the job required, with the job requiring the greatest skill at the top of the list. Bumping

within a job family, therefore, will be in a downward direction as outlined on the job family chart.

Employees in the skilled or semiskilled job families may bump into any of the job classifications in the unskilled group in line with their seniority.

Unskilled.—Employees in this group may bump into any other classification in the group in line with their seniority.

Some jobs require that certain special conditions be satisfied in order to qualify, such as—Army tests, blood tests, and aircraft and engine licenses. Obviously in such situations the employee must satisfy all job requirements.

86. *Employee Permitted To Bump Into Another Occupational Classification in Which He Has 1 Year's Service*

In making lay-offs the company will use its best efforts to transfer an employee laid off in his occupational classification to another job for which he is qualified, if such job is then available. An employee who is laid off in his occupational classification, and who has at least 1 year's service in another occupational classification, shall be transferred to such other classification to replace an employee therein with less service in such classification.

87. *Past Experience on Job and Merit Rating Govern Bumping Rights*

Where reduction and/or displacements are necessary on an operation, the lowest rated employees on that job having the least seniority shall be removed in reverse sequence.

(a) An employee so displaced can then move into any job on which personnel records show that he has had at least 3 months' experience, provided he has greater seniority, and equal or better merit rating for that job than the lowest-rated employee having the least seniority on such job.

(b) Should this employee be unable to displace any operator on jobs whereon he has the required previous experience, the company shall determine, using the factors stipulated in section 1 of this article, what other job he can move into provided he has greater seniority than the lowest-rated employee having the least seniority on such job. Employee so moved shall retain his placement right on the job to which he is moved by seniority until the next merit rating shall establish his true rating placement on that job.

(c) If the operator selected to be transferred under this procedure refuses the job offered him as above, he sacrifices his seniority rights.

88. *Bumping Permitted Provided Employee Qualified To Perform Job*

In the event of a lay-off any employee who shall be about to be laid off in his department and who shall have seniority over any other employee working in another department and shall be competent to perform the duties of such other employee with less seniority, the employee with greater seniority shall be transferred to such other department to replace the employee with less seniority.

89. *Bumping Allowed if "Qualified"* (Employee is qualified if he has satisfactorily completed trial period in job, or if job is listed on company's schedule as related to job in which he has completed trial period, or if he has passed test for job)

"Job qualification" means the qualification set forth in the written specification for a particular job as specified in the company's "code of jobs."

"Job test" means the standard test established by the company and applied in cooperation with the union for determining an employee's qualifications for a particular job.

"Qualified employee" means an employee who is shown by the qualification register to be qualified for the particular job under consideration, provided, how-

ever, that until such date as may be fixed by mutual agreement between the company and the union (when job tests have been established for all jobs and employees desiring to take job tests have been afforded a reasonable time within which to do so) the term "qualified employee" shall mean an employee who is possessed of the requisite qualifications for the job under consideration, as such qualifications are specified in the company's "Code of Jobs."

"Schedule of related jobs" means a schedule to be prepared by the company and approved by the union showing in column 1 each job covered by this agreement and in column 2, opposite each such job, all other jobs for which an employee would be qualified if he satisfactorily completed a trial period in the job set forth in column 1.

Qualification register.—The company shall designate a registrar who shall be responsible for the keeping of a qualification register in which there shall be recorded the name of each employee having seniority rights and a list of all jobs which he or she is qualified to fill. Each employee shall be entitled to have included in the list of jobs for which he is qualified any job—

- (a) in which he has satisfactorily completed a trial period,
- (b) which is set forth in column 2 of the "schedule of related jobs" opposite any job listed under (a) above, and
- (c) for which he has been tested and upon such test found qualified.

The business manager of the union shall have access to the qualification register to check any claims or allegations in connection with promotions, demotions, lay-offs, or recalls. Any employee may obtain from the registrar a list of the jobs for which he is shown qualified by the qualification register.

Job testing.—Any employee (including a laid-off employee) desiring to have the qualification register show his qualifications for a particular job may at any time apply to the company's director of labor relations for the taking of the qualifying test for such job, and the company shall give such test as promptly following such application as its facilities will reasonably permit. If any employee satisfactorily passes such test the job shall be listed in the register as one of the jobs for which such employee is qualified. Standard tests, as now or hereafter established, for determining the ability of an employee to meet job qualifications shall be used in such testing. Notwithstanding the qualifications of any employee for a job, he shall be subject to demotion if he fails for a period of 4 weeks to perform the minimum production requirements for his job.

Demotions and lay-offs.—When the working force is to be reduced or the work on any job is suspended or terminated, employees having the highest seniority shall be retained in their jobs to the extent such jobs are available. Employees who, because of lower seniority, are displaced from their jobs, as a result of such reduction in work or suspension, or termination of jobs, may replace employees having lesser seniority and employed in jobs in the same or lower wage groups for which they are qualified. An employee displaced from his job pursuant to this section shall not, by virtue of his seniority, be entitled to claim any particular job or any job in a wage group higher than that from which he was displaced. Any employee who is displaced from his job by the operation of the provisions of this section, whose seniority is less than that of any employee holding or placed in a job in the same or a lower wage group from which he was displaced, shall be laid off. No employee shall displace another employee by reason of seniority unless he has himself been displaced.

90. *Previous Experience Required for Bumping Into Skilled Classification*

However, no employee shall have the right to bump into a skilled classification unless he can show he has had previous experience which would qualify him for the job. Such proof may be shown in his employment record with the com-

pany or with any other company, his experience in the armed forces or special technical or vocational training.

91. *Qualifications for Bumping Into Skilled and Unskilled Jobs Differentiated*

In a section department where a reduction of force has become necessary, the following moves will be made simultaneously:

An employee displaced by abolishment of his job shall be transferred to the job of an employee in the same department, with lower seniority, or if there is no such person, then to the job of a junior employee in any other department (preferably the department in which the displaced employee formerly worked), provided always that the senior employee—

(a) In the case of either a skilled job or a job which required training and experience, has the skill, experience, and physical qualifications necessary to perform the work efficiently, or

(b) In the case of an unskilled job, he can reasonably be expected to perform the work efficiently promptly after transfer.

92. *Trial Period To Determine Ability To Perform Job Claimed by Bumping*

The question of whether employees affected by a lay-off who have plant-wide seniority possess the necessary qualifications to replace the least serviced employee shall be determined by a trial period as described herein.

This trial period shall consist of 5 days during which time the employee shall demonstrate his ability to perform the work as determined by his capacity to earn not less than 80 percent of the average earnings of regular employees occupied in the same work and that within a reasonable length of time thereafter he attains the average rate for the job.

If any employee is unsuccessful in demonstrating his ability through such a trial period he shall not be entitled to another trial on the same job during the current lay-off.

In the case of day work jobs, the question of whether the employee during the trial period has demonstrated his ability satisfactorily shall be determined by the company, subject to review through the grievance procedure.

93. *Bumping Permitted Only if Employee Can Immediately Demonstrate His Competency*

In the case of lay-off and the laid off employee desires to bump another employee with less seniority, he can do so only if he can immediately demonstrate his competency and ability to perform the desired job to the satisfaction of management.

94. *Bumping Employee Must Make Base Rate by Third Day To Hold Job*

When one employee replaces another by exercise of his seniority, he shall be required to make the base rate on or before 3 days on such job in order to retain the job.

95. *Employee May Exercise Bumping Rights Three Times in Seeking Job for Which He Can Qualify* (This applies only to employees of a department which is entirely closed out)

When a department is entirely closed out, a piece worker in that department may exercise shop-wide seniority by claiming the job of the piece worker with the least seniority in the entire plant, and a day worker likewise may claim the job of the day worker with the least seniority in the entire plant. In each case, if unable to perform the job after a fair trial, he may claim the job of the next youngest employee. He may, if necessary, displace three workers in this manner, but if unable to perform the work of any of the three, he shall lose his seniority.

96. *Bumping Prohibited*

The exercising of seniority to displace junior employees which practice is usually termed "rolling" or "bumping" will not be permitted.

97. *Bumping Not Permitted Unless Difference in Seniority Is at Least 6 Months*

Should it become necessary to lay off employees due to lack of work, such employees shall be laid off in accordance with the seniority provisions of this agreement. When an employee with 6 months or more of seniority is about to be laid off, the employee shall be given an opportunity to replace an employee in another department who has less accumulated service, provided that * * * he has seniority of at least 6 months more than the seniority of the employee to be replaced.

98. *Bumping Rights Limited to Employees With at Least 5 Years' Service*

If an employee having five or more years of service is notified that he is to be laid off * * *, the company will prior to such lay-off offer employment in some other job classification covered by this agreement within the same department over employees who have less than 5 years of service provided the employee is qualified and the job classification is not higher than any in which the employee has seniority. If, in a job classification which the employee being laid off is qualified to fill, there is more than one employee with less than 5 years of service, the employee to be displaced will be the one with the least service.

99. *Bumping Rights of Employees With 5 Years' Service More Restricted Than Those of 10-Year Employees*

If, due to a reduction in working forces, or as a result of an adjustment of hours in any department, an employee is to be demoted, seniority shall be considered, and whether this shall be departmental or company seniority shall be determined locally for each plant by the local plant management and the local union, but if an employee is to be laid off, company seniority shall be considered.

In the case of a reduction in working forces, an employee with more than 5 years' continuous service who is thus scheduled to be laid off shall be given an opportunity to be transferred to such other department within the bargaining unit as may be decided upon by the company, and, if transferred, shall displace that employee then working in such other department who has the least continuous service, all provided that any employee so to be displaced has less than 2 years' continuous service. For an employee to be so transferred he must have sufficient qualifications for the work in the new department. He will be placed on a job in the lowest classification in that new department even though the employee to be displaced may then be holding a higher classified job. Under the same conditions as described above, an employee with more than 10 years' continuous service may displace an employee who has less than 4 years' continuous service.

100. *Five-Year Men Can Bump Those With Less Than 3 Years' Service Within Same Occupational Group*

"Bumping" only occurs within an occupational group and then is limited to the case where any employee with less than 3 years' plant seniority may be "bumped" by another employee within the same occupational group who has five or more years' plant seniority and who has been laid off for lack of work.

101. *Seniority Employees May Bump Nonseniority Employees*

Employees who are laid off and who have established seniority will be permitted upon request to the employment manager to displace employees in other departments who have not established seniority, provided they can perform

the work. Preference will be given to the senior employee making such request on the day such request is made.

102. *Time Limit on Exercise of Bumping Rights*

When forces are reduced or positions are abolished, employees whose positions are discontinued will be given at least 36 hours' advance notice and must exercise their seniority rights over junior employees within 5 days (working days not calendar days), from date of discontinuance, and those failing to do so will forfeit those rights, but will be employed so far as possible in accordance with their seniority on any extra or substitute work, provided that when an employee on vacation loses his job through reduction of force or by the abolition of his position, he shall be allowed 36 hours upon his return to bid on a new job, during which time the pay shall not be discontinued, but he may be used on temporary work.

103. *Interdepartmental Transfer To Avert Lay-Offs*

When lay-offs occur in departments, employees will revert to plant seniority and shall have preference in filling of vacancies or newly created positions in other departments after proving competency.

At no time will an employee lose seniority in his old department by claiming work in another department, due to his lay-off.

104. *Transfer if Employee Qualified*

So far as is reasonably practicable, in the judgment of the company, the company will transfer employees who would otherwise be laid off to work in another group, provided they can do the work if given a reasonable opportunity.

105. *Return to Original Position When Work Becomes Available*

Any employee scheduled for lay-off shall be given preference of employment in any vacancy in other departments, if he is available (length of service with company to govern), and shall upon restoration of forces in his regular department be returned to his original position.

106. *Policy of Training Employees for More Than One Job in Order to Facilitate Transfer*

The employer and the union acknowledge the desirability of training employees to perform more than one job, to permit efficient operations when temporary peak requirements occur in certain departments, and to stabilize employment so far as possible when slack operations require lay-offs in one department and increases in another department. Whenever practicable, employees shall be transferred to another department during slack periods rather than have the work shared.

107. *No Reduction in Wages of Senior Employees Transferred to Other Work During Lay-Offs*

When a reduction in personnel becomes necessary in any department, senior employees in that department shall be retained and no employee shall be required to submit to any reduction in wages, regardless of the operation he is required to perform within his respective departments.

108. *Base Rate Guaranteed for 5 Days After Transfer To Avoid Lay-Off*

When a recession of business indicates that an employee must be laid off and when work is offered in lieu of lay-off, the employee shall receive the rate which applies to any job on which he works. In the event of a temporary transfer under such circumstances, the man's regular base rate will be maintained for five full working days.

109. Transferred or Bumping Employee Receives Rate of Job Taken in Line With Seniority

When it becomes necessary for the company to lay off an employee because of lack of work or abolition of his job, or to recall employees after a lay-off, the employees so laid off or recalled shall exercise their seniority rights within their plant on a job they are qualified to do, and shall have choice of shifts or departments, provided the job held previous to lay-off was not available. In the event an employee's job is abolished and the employee exercises his seniority within his plant, he shall take the job to which he is entitled at the rate of such job.

Work-Sharing

In some industries, particularly those which suffer fairly regular seasonal declines, available work is distributed as equally as possible among all the workers during slack seasons, either through reducing the number of hours per week (the more common practice) or by rotating the regular workers, usually on a week-on week-off basis. Work-sharing plans have the effect of deferring lay-offs, or of preventing lay-offs altogether if the slack period is of short duration. Some agreements permit a choice between work-sharing or lay-off. The decision may rest with the employer, sometimes with the consent of the union.

Work-sharing enables an employer to maintain a complete staff and provide, in some cases, a more efficient production than if workers with specialized skills are laid off altogether on a strict seniority basis. Another advantage is that former employees do not have to be hunted up and called back when needed. Some employers oppose strict work-sharing programs on the ground that a working force, including inefficient and marginal employees, would be "frozen." Management would be prevented from selecting from among the most efficient workers a reduced working force during the period of curtailed operations. Share-the-work plans are advantageous to employees with relatively little seniority because they do not carry the entire burden of unemployment, as in the case of lay-off according to seniority. On the other hand, if the amount of work to be shared is small in relation to the number of workers, or if work-sharing is in effect over a long period of time, the earnings of the entire force are greatly reduced, sometimes even below a subsistence wage.

Some agreements, therefore, provide for a combination of work-sharing with lay-off. Under one such type of arrangement, seniority is applied first by dropping probationary, temporary, or short-service employees and then dividing the work among the remaining employees. Under a second method, work is shared down to a certain point, but, if further curtailment is necessary, surplus workers are then laid off on the basis of seniority. A third method is a combination of the first two—dropping temporary or short-service employees,

then limited sharing of work, and finally, lay-off in accordance with seniority. The questions of when lay-offs are to begin after work-sharing has been in effect for some time and the method of lay-off are sometimes left to subsequent negotiations.

A basic consideration in applying any work-sharing plan is the number of workers among whom the available work is to be spread. Work is usually shared on a departmental or occupational basis, less frequently on a plant-wide basis. A number of agreements which provide for work-sharing merely state that when a reduction in operations is necessary, work will be divided equally "as far as possible" or if "feasible." Other agreements limit the work-sharing to "regular employees" or to those with more than a specified length of service or, in some cases, to union members in good standing. Provisions of this type help to stabilize employment for longer-service employees, but tend to nullify the principle of work-sharing if carried to the point where a considerable proportion of the shorter-service employees are laid off.

A number of agreements itemize the steps to be followed in restoring forces after temporary or partial lay-offs. Often work must be increased to 40 hours (the normal workweek) before laid-off employees can be recalled.

110. *Equal Division of Work at All Times*

There shall be equal distribution of work among all the workers of the shop at all times. The shop force is not to be reduced at any time on account of lack of work, but whatever work there is shall be equally divided among the workers during the slack, as well as season time.

111. *Work Shared as Equally as Possible*

In the event the employers should not have enough work to keep all their employees working full time, then such work as may be available shall be equally divided among the employees, as far as is practicable.

112. *Work-Sharing During Slack Season*

During the slack season, work shall be divided as equally as possible.

113. *Equal Division of Work by Rotation* (Rotation period not to exceed 1 week)

During the dull season, if it becomes necessary, employees may be laid off partially and in rotation. No one shall be laid off for longer than 1 week nor less than 1 day at a time. All extra and permit card help must be discharged before any regular union member can be laid off.

114. *Union-Management Cooperation in Dividing Work Equally*

It is the agreed intention of both parties to this agreement to bring about equal division of work in the dull seasons among all the workers in the various crafts, as far as it is practicable. The employers pledge their full cooperation in this respect.

115. *Work Shared Among Union Members*

During slack periods, if any, when there is insufficient work to give full employment to all of the employees of any plant, the work shall be divided as equally

as practicable among all members of the union in good standing performing similar operations in the plant.

The company shall continue to use every reasonable effort to assure continuity of employment to the employees in the plants covered by this agreement.

116. *Prohibition of Discrimination in Work-Sharing*

It is agreed that in slack periods work shall be divided equally among all the workers in the various departments, the division of work to be based on earnings. In the division of work there shall be no discrimination against any worker, either as to quality or quantity.

117. *Work-Sharing on Departmental Basis*

The firm agrees to divide all available work in any department as equally as possible during all times when such equal division of work shall not interfere with the general productive efficiency of such department.

118. *Work Divided Among Permanent Employees on Departmental Basis*

The principle of equal division of work is hereby recognized, and in dull periods of the year work shall be divided as far as in the opinion of the company is practicable among all-permanent employees in their respective departments.

119. *Work-Sharing on Shop-Wide Basis*

At such times as the employer shall be unable to supply his workers with full time work, the available work in the shop shall be divided as equally as possible among all the workers who are competent to do the work. Workers may be divided into shifts and alternated.

120. *Work Distributed Equally Over 30-Day Periods (Inequities in distribution appearing in one period are corrected during the following period)*

During slack periods, work shall be so divided that each employee shall receive during each 30-day period an equal share of the available work. Equitable distribution of work shall be made upon the basis of hours worked as to time workers and money earned as to piece workers. In the event that it appears after the end of such 30-day period that the available work has not been distributed as herein contemplated, the inequity in distribution shall be corrected within the following 30-day period, the intention of the parties being that such inequity shall be corrected as soon after discovery thereof as possible. In the application of this provision due recognition shall be given to the problems of the employers in the conduct of their business.

121. *Employees Without Seniority Standing Laid Off Before Work Shared*

When the work available in any department is not sufficient to provide a 40-hour workweek for all employees in the department, the company shall lay off the employees who have no seniority standing in the department. If the work available in the department then is not sufficient to provide a 40-hour workweek for all employees who have seniority standing in the department, then the company shall reduce the workweek to a minimum of 32 hours a week. If the work available in the department then is not sufficient to produce a 32-hour workweek for all employees who have seniority standing in the department, the company shall reduce the working forces in the department to the point where the remaining employees will get 32 hours of work each week.

122. *Employees With Less Than 2 Years' Service Laid Off Before Work Shared*

Employees with less than 2 years' service shall be laid off before workweek if a division is reduced below 40 hours, after which the workweek shall be

reduced as necessary. In the event of an emergency condition, the company and union may negotiate otherwise.

123. *Work Shared Among Employees With More Than 1 Year's Service* (Lay-offs or weekly rotation of work may be instituted if employees average less than 3 days' work per week)

When the volume of work in any operation or department diminishes in such a manner that full time operation of employees is no longer possible, the available work insofar as its nature permits shall be equally divided among employees having more than 1 year of continuous service, in that operation or department by reduction of hours or rotation of work. If after such equal distribution of available work it is indicated that the employees will receive less than three regular days' work for an indefinite period, lay-offs will begin according to seniority in the operation or department in order that the remaining employees shall receive such minimum number of days work each week. However, arrangements may be entered into by mutual consent wherein employees may work on alternate weeks on a "week-about" basis.

124. *No Lay-Off Until Period of Work-Sharing Exceeds 3 Weeks*

Until periods of reduced listing have exceeded 3 weeks in duration, all regular employees shall continue to work on an equitable work-sharing basis and no general reduction in force shall be made by the company.

125. *Lay-Offs To Maintain 40-Hour Workweek* (Further reductions to two-shift basis and to 32-hour workweek)

When time is being lost due to lack of work, the working time available on any type of job shall be equally distributed among all those in the department able to work. If, despite an equal division of time, the number of hours of work received by these employees shall become less than forty (40) hours per week, a sufficient number of employees shall be laid off to maintain the 40-hour average for the other employees. Should a lack of work cause a reduction of operations to that of two shifts per day, then all employees remaining on these two shifts shall be reduced to 32 hours per week of work before additional employees are laid off. Employees shall be laid off in accordance with the seniority rules set forth above.

126. *No Lay-Off of Regular Employees Until Workweek Is Reduced to 32 Hours*

Whenever work slows down in the factory, the hours may be reduced to 32 hours per week in any department before any regular employees shall be laid off. If the work shall continue to slow down, seniority shall then apply.

127. *No Lay-Offs Until Workweek Falls Below 30 Hours for a Period of 2 Weeks*

When it becomes necessary to reduce the working force because of low production, reductions of force will not be made in a department affected until working hours have been reduced to less than 30 hours per week for a period of 2 weeks. Employees will not be recalled until the hours of work in the department affected have reached a minimum of 30 hours per week for 4 consecutive weeks. In the event it is necessary to bring back employees to get required production before said 4 weeks expire, the hours will not be shared below 30 hours per week for the balance of any 4-week period dated back to the first week of the reduced hours. Holidays or shut-down periods will not be used in computing hours as outlined in this paragraph.

128. *Work-Sharing for 60-Day Period, Followed by Sufficient Lay-Offs To Maintain 32-Hour Week*

When available work in a given department falls below 40 hours per week employees shall share all such available work for a period of 60 calendar days,

after which, if work does not improve, employees with the least seniority as above provided shall be gradually laid off to a point where remaining employees of the department in question shall average 32 hours per week, and in the process of lay-offs, to maintain this average of 32 hours per week, employees having 10 years or more of continuous service with the company shall share alike all available work of the department in question.

129. *Forty-Hour Week Restored by Lay-Offs if Workweek Falls Below 32 Hours for Six Consecutive Weeks*

It is agreed that when the average hours per employee on any job or operation falls below an average of 32 hours per week for six consecutive weeks, the company, on request of the union, will lay off in accordance with the seniority provisions herein provided, such number of employees as may be necessary to maintain the average hours of work for those retained in employment at 40 hours per week.

130. *Four-Step Work-Sharing, Lay-Off Program* (1) Employees without seniority rating share work and (2) are laid off; (3) Employees with seniority share work and (4) are laid off)

There shall be as far as possible equal distribution of work hours among hourly paid employees of each subdivision who have acquired seniority. This equal distribution shall be averaged over monthly periods (except in a few instances where it will be necessary to average over a longer period than 1 month). Overtime shall be considered independently of short time and shall be distributed as equally as possible to all, including those who have not as yet earned seniority. Lists of employees working overtime, showing the amount of such overtime, shall be made available to union representatives upon request.

Only employees who have not earned seniority rating shall first share work as nearly equal as possible down to 32 hours per week when schedules are reduced. The conditions set forth in section (d) shall first apply to those who have not earned seniority. Subsequent steps in furlough procedure will be made simultaneously as work schedules make such procedure necessary.

A further reduction in work hours shall result in furlough of employees who have not earned seniority.

After employees who have not earned seniority have been furloughed, all others shall share the work as closely as possible down to a basis of 32 hours per week per hourly paid employee for a period not exceeding 12 weeks accumulative in any one calendar year or for a period not exceeding nine continuous weeks. After any period of sharing the work for nine continuous weeks, an employee shall not be eligible for further sharing the work until there has been a lapse of nine additional weeks.

If sufficient work to provide 32 hours of work per week, the hourly paid or piece-work employees shall be furloughed according to seniority. This shall mean junior employees in seniority rating shall be the first furloughed.

If there is an increase in work schedules within a period of 4 weeks from the time of furlough, such furloughed employees shall be recalled and be entitled to further share the work for the balance of the 12 weeks as provided.

After the 4-week period, the balance then employed shall be allowed to return to the 40-hour basis as production requires. Following this, furloughed employees shall be recalled at a rate to maintain the 40-hour basis for the entire department.

- 131. Four-Step Program** ((1) Lay-off of probationary employees, (2) Lay-off of employees with less than 1 year's seniority, (3) Work-sharing, and (4) Lay-off according to seniority)

The following procedure shall be followed in the respective two seniority divisions provided for in this agreement.

(a) The regular workweek shall consist of 40 hours, before the following procedure is effective.

(b) All probationary employees shall be laid off first and their names removed from the pay roll.

(c) Thereafter, all hourly rated employees having less than 1 year's seniority shall be released, their names removed from the pay roll, but they shall retain their seniority, except as provided in section 4 hereof.

(d) Thereafter, the workweek shall be reduced to a minimum of 32 hours per week, it being understood that this practice may be operated by departments. Where job classifications and/or requirements are common to more than one department, several departments are to be classified as a unit for the purposes of this subsection. The procedure outlined above may be altered if mutually agreed upon by the company and the union. The company agrees that affected employees will, whenever possible, be transferred to other departments.

(e) Thereafter, employees in the order of their seniority shall be released and their names removed from the pay roll, but they shall retain their seniority, except as provided in section 4 hereof, those with the least seniority being released first.

When conditions warrant an increase in employment after a lay-off, as hereinbefore set forth, hours of work shall first be increased to normal hours per week before additional employees are returned to work in accordance with their seniority.

- 132. Three-Step Program** ((1) Lay-off of employees without seniority rights, (2) Work sharing, (3) Lay-off of other employees according to seniority)

The company and the union agree to the principle of sharing the work, which shall be adhered to as in the past wherever practical, and when it becomes necessary to reduce employment, every effort will be made to transfer employees from slack to busier departments when practical.

When lay-offs become necessary within the bargaining unit the following factors shall be considered:

- (1) Employees having no seniority rights shall be laid off first.
- (2) The principle of sharing the work shall then prevail.
- (3) If further lay-offs are necessary, seniority shall prevail and the following factor shall govern:
 - (a) Length of continuous service within the department.
 - (b) Knowledge, training, and skill to perform the work.
 - (c) Physical fitness for the job.

- 133. Combined Work-Sharing Lay-Off Plan to Yield Average of 40 Hours' Work Every Other Week**

The principle of temporary employment and equal division of work is hereby recognized and in dull periods of the year, work shall be divided among the permanent employees in the following manner:

(a) When the amount of work decreases below that necessary to keep the full permanent force fully occupied for a thirty working day period, temporary workers shall be discharged, providing their jobs can be filled by members of the permanent force, and the work shall be shared among the permanent employees

of the shift, in the department, according to the "rotary system," 40 hours work constituting a turn.

(b) After this 30-day period, if the work available in one or more departments, continues to decrease, the work shall be shared equally among the permanent force in such department until the amount of work available in the department is less than 40 hours every other week per employee. At that time the more junior of the permanent employees on each departmental seniority list shall be furloughed until the number in the department has been decreased so that those remaining shall average 40 hours' work every other week.

134. *Normal Force Reduced to 80 Percent Before Work Is Shared*

For the purpose of this article and the life of this contract, the normal force in the bargaining unit of this plant shall be considered to be 1,600. If business conditions require a prolonged reduction in manufacturing schedule and a corresponding reduction in the force, it will be the policy of the company to use the following procedure as far as the production and shipping requirements will permit:

Assuming that the standard workweek continues to be 40 hours, the force will be reduced as the required production is reduced, down to 80 percent of the normal force. If further curtailment is necessary, then in all departments where the production and shipping requirements will permit operating on less hours, the weekly schedule will be reduced to 32 hours before the force is reduced below 80 percent of normal in those departments. If further curtailment becomes necessary, additional employees will be laid off, as required, according to the procedure for lay-offs and recalls as provided for in this article.

135. *Work Shared If Lay-Offs Cut Force to Specified Minimum*

In all furloughs and rehiring, plant wide seniority shall prevail down to 35 active men. When the company has less than full-time work for 35 active men, it will divide the available work as evenly as possible among the men experienced in the work available, giving consideration to the unemployment insurance regulations.

136. *Night Shift Discontinued Before Reduction in Workweek of Day Shift*

Any night shift work must be discontinued before there shall be any reduction in working hours of the day shift from the regular full workweek of 40 hours except in cases of emergency.

137. *Work Rotation Policy To Continue Until Changed by Mutual Agreement*

Policies in force in the various departments of rotating work during slack periods shall continue until changed by mutual agreement between the union and the employer.

138. *Weekly Rotation of Work by Mutual Consent When Workweek Falls Below 32 Hours* (Probationary and part-time workers are laid off before work-sharing begins, and lay-offs of other employees do not occur until work falls below 50 percent of normal production)

During slack periods the work shall be divided as equally as possible among the existing workers in each department. When available work falls below 32 hours, arrangements may be entered into by mutual consent whereby workers may be laid off on a week about basis. When work falls below 50 percent of normal production, lay-offs shall then take place (all other things being approximately equal) in accordance with seniority. The corporation reserves the right to determine the number of days per week which the plant shall operate. The corporation agrees to notify the union of any change in workweek. This para-

graph shall be put into effect only after probationary and part-time workers are laid off.

139. *Rotation Subject to Approval by Union Representative*

If lack of work should necessitate laying off, men may be laid off in rotation from 2 days to a week; said rotation to be subject to approval of the shop delegate.

140. *Work-Sharing by Rotation Limited to Maximum Period*

Excepting in certain departments where such procedure would be impractical, if the company deems it advisable to rotate employment, such rotation shall not operate to exceed 40 percent time off for 2 months and 20 percent the remainder of the year.

141. *Prior to Major Lay-Off, Union and Management To Discuss Work-Sharing*

When there is a decrease in force in the plant, the following procedure shall be observed:

1. All probationary employees shall be laid off before employees with seniority standing.

2. If in the opinion of the company a major lay-off is imminent, other than a lay-off caused by seasonal operations, and in the opinion of the company it is necessary to reduce the force, the policy to be followed at that time on the number of work hours per week per employee may be brought up for discussion between the company and the union.

142. *Work-Sharing Need Not Be Applied to All Operators*

It is understood and agreed, however, that a department which services some other department may be required to run some particular unit full time, even though the regular work in the department is on a reduced time schedule.

143. *Company Right To Offer Work-Sharing in Lieu of Lay-Off, Subject to Union Approval*

If conditions at any time arise in any department by reason of which lay-offs will in the opinion of the [company] become necessary, an alternative plan for sharing the work in lieu of such lay-offs shall be offered by the [company] to the union for its consideration, where the conditions are such that in the judgment of the [company] the submitted plan would, if approved by the union, be practicable.

Recall Notice and Response

The method of recalling workers is often left to an employer's discretion, although agreements sometimes require that notice be given employees by registered mail, telegram or some other specified device. In some instances, employers are required to notify the unions involved at the time recall notices are sent.

Failure to keep an employer informed of address changes, failure to notify him periodically of availability for employment, or failure to report back to the company's employment office at specified intervals, may cost an employee his right of recall. Failure to report for work within a specified time limit after recall may result in one of the following penalties: loss of reemployment rights, reduction in seniority standing, or delay in being restored to work. However, an extension of the time limit may be permitted if the employee has been

ill or has another valid reason for not reporting. A few agreements allow recalled employees who fail to report to retain their reemployment rights until the next recall.

Employees are usually permitted to work elsewhere during period of lay-off without loss of reemployment rights. Some agreements allow extra time for reporting if an employee is working for another employer at the time of recall, but, more commonly, reemployment rights are forfeited by failure to report promptly after recall. An employee with a temporary job during lay-off is sometimes permitted to reject an offer of short-term work by his regular employer, provided another worker is available.

144. Employee Notified by Registered Mail or Telegram

The company will advise each operator to be recalled by registered United States mail, return receipt requested, or by telegram.

145. Three-Day Advance Notice of Recall

Reemployment notices will be sent by mail to the employee's last known address not less than 3 days prior to the date they are requested to appear for service. Copies of all reemployment notices will be filed with the union.

146. Employee To Acknowledge Receipt of Recall Notice by Registered Mail or Telegram

An employee receiving notice of recall shall immediately acknowledge receipt of same by United States registered mail, return receipt requested, or by telegram, and shall report within 7 days of the recall notice.

147. Union Given Copy of Recall List and Proof of Notification

The company will furnish the union with a list of the names of laid-off employees who have been notified to return to work, together with appropriate proof of notification.

148. Union Assistance in Recalling Employees to Work

Any man laid off shall be given notice by telegram or registered letter for reemployment and, upon receipt of notice, may claim his seniority if there are younger men in point of service on the job, within 5 days. Upon the company's inability to contact a man, the secretary of local * * * of the (international union) will be notified to help in contacting the man involved.

149. Recall Right Forfeited by Failure To Keep Company Informed of Change in Address

All employees must keep the employment office of the company advised as to their address, telephone number, or where they may be reached, and failure to give such notice within 1 day after any change precludes his claim to any recall according to the seniority regulations herein.

150. Employees on Furlough To Renew Mailing Addresses With Company Every 30 Days

[Furloughed employees] must maintain on record with the company their correct mailing addresses and renew same every 30 days.

151. Laid-Off Employees Report to Company at 1-month Intervals

All regular employees laid off due to curtailment of work shall accumulate without interruption all seniority rights. Employees laid off will be required

to report every 4 months by letter or in person their address and their desire to be retained on the seniority list. Failure to do so shall cause forfeiture of seniority and of right to be rehired under seniority provisions.

152. *Reemployment Rights Lost on Failure To Reply to Company's Quarterly Notice*

All regular employees on the pay roll of the corporation who are laid off for lack of work will be placed on a preferred reemployment list. Preference shall be given such persons in the position or department where formerly employed in the order of their respective seniorities, when a vacancy occurs, providing they are in good physical condition. At the time of the lay-off, they will be advised of the job they are considered capable of handling and will be listed accordingly on the corporation's records. The corporation will mail notices to each person on said list on the first of January, April, July, and October of each year, sending copy of such list to the union. Those persons who return such notices within 10 days from date of mailing, indicating their desire to be kept on the list, will be considered as applicants for employment; and those persons who do not return the notices will be dropped from the list. This same practice will be followed until such time as the persons have been on the list and continuously signified their desire for reemployment for 1 year after separation, at which time their name will be dropped from the list.

153. *Seniority Forfeited by Failure To Report Within 5 Days After Recall*

An employee called back to work after a long lay-off shall report to work when called. Any employee failing to return to work within 5 days after receiving a registered letter to return to work, shall lose all seniority.

154. *Employee Allowed 3 Days To Report or Explain Failure To Report*

An employee who has been recalled after a lay-off must report for work, or show good cause why he is unable to do so, within three working days from receipt of notice of recall. Failure to immediately show good cause, in writing, for not reporting, or failure to report within three working days, shall result in a forfeiture of seniority. Notification of recall shall be by registered mail to the last address of the employee recalled as it appears on company records.

155. *Reemployment Rights Forfeited by Failure To Accept Reemployment Within 5 Days or Report for Work Within 15 Days*

When additional employees are required after lay-off, the employer will notify the employee entitled to preference by wire or mail at the address as provided by the union, and in the event the employee does not accept reemployment by wire or mail within 5 days thereafter, or, so having accepted reemployment, does not report for work at the employment office of the employer within 15 days after the sending of such notice, then the employee's right to preference shall be deemed waived. Nothing herein contained shall be construed to prevent the employer from hiring temporary employees for the period provided for the regular employees who accept reemployment.

156. *Time Limits on Employee's Response To Recall Notice* (The employee must (1) acknowledge receipt of the notice within 24 hours, (2) indicate within 3 days whether he will return, and (3) report for work within 14 days after receipt of notice)

An employee receiving notice of recall shall acknowledge receipt thereof by registered United States mail, return receipt requested, or by telegram within 24 hours after such notice is received, and shall advise the company within 3 days thereafter whether or not he will return and if so on what date he will

report and be available for service which date shall in no event be later than 14 days after receipt of recall notice.

157. Time Limit Extended 5 Days at Employee's Request

In increasing working forces according to seniority, employees laid off will be notified in writing by the management by registered letter or telegram at their last known address, and will be given 5 days in which to return to work. Upon notification and request by employee, an additional 5 days will be granted.

158. Time Limit Extended by Union-Management Agreement

An operator receiving notice of recall will immediately acknowledge receipt of same by registered United States mail or telegram, advising the company of date he will be available for service, which available date must not be later than 20 days from the date the company forwarded recall notice. In extenuating circumstances the 20 days' time limit may be extended by agreement between the company and the brotherhood. Furloughed operators failing to comply with these regulations will forfeit their seniority rights and be considered as out of service. It is understood that the company will have discharged its obligation of notification to furloughed operators by having forwarded recall notices as herein outlined.

159. Time Limit Extended by any Period of Proven Physical Disability

Any employee's length of service is nullified if he is laid off and fails to return to work within 48 hours after notice to return has been received by him or someone authorized to accept his mail by registered mail or any other substantially equivalent notice sent to last known address furnished employer by employee, or if unable to return to work fails to notify employer of his intention to return to work within said 48 hours after said notice, in which latter case employee must return to work within 1 week after receiving said notice; the time to return to work shall be extended by any period of proven physical disability.

160. Time Limit Waived in Event of Illness or Other Justifiable Reason

Employees laid off and desiring to retain their seniority rights must keep their address known to the company. Upon being notified in writing by registered mail to report for work, employees shall so report within a period of three working days, unless prevented by illness or other justifiable reason, in which event the employee shall within three working days from receipt of notice cause the company to be notified.

161. "Reasonable" Extension of Time Limit if Employee Has Valid Excuse for Not Reporting Promptly

Employees to be recalled after a lay-off shall be notified as far in advance as possible by notice in writing by registered mail, return receipt requested, sent to the last address shown on the company's records, and must report to the company, within 48 hours after receipt of notice whether they will be available for service. Employees are therefore required to notify the company promptly of every change of address.

Employees who are absent from home or for some other valid reason are unable to receive the notice promptly and employees who have secured other work during lay-off, or due to some valid reasons are unable to report promptly for work, shall be given a reasonable length of time in which to report.

162. Employees Failing To Report After Recall Given Another Chance at the Next Recall

If an employee previously laid off due to a reduction of forces and not then working in another department does not report for work either within 48 hours

(excluding Sundays and holidays) after such notice is given or before sufficient employees have been hired to complete such restoration of forces, he shall forfeit his place in that particular restoration of forces, but if within a period of 10 days after the first notice, he so requests it, he shall be given the same consideration at the time of the next restoration of forces. If an employee has followed the above procedure he shall not lose his seniority or continuous service status because of the lay-off, otherwise he shall lose his continuous service.

163. *Second Chance Granted if Employee Has Justifiable Excuse for Not Reporting*

If any employee who has been laid off fails to report for work within three working days after his recall (exclusive of Saturdays, Sundays, and holidays) he shall have no recourse if the next man on the seniority list is called, but will be eligible for next call on seniority list if he has a justifiable excuse for not reporting.

164. *One Month Time Limit on Employee's Right To Reclaim Job After Recalls; May Displace Substitute*

Employees shall be recalled from force reduction furlough in order of seniority. If the recalled employee cannot report immediately and it is necessary to recall another employee lower on the list, the first employee shall retain the right to displace the second employee within a period of 1 month.

165. *Failure To Report After Second Recall Considered Voluntary Quit*

If an employee is given at least 3 days' notice by a personal call or registered letter to report for work at a designated time and he does not return to work at that time, the next employee on the seniority list may be called in like manner. If the junior employee returns to work before the senior employee, the senior employee shall not replace him but shall await the next call, and shall not be paid for reporting. If an employee is given such 3 days' notice to report in a second call, which shall be made by registered mail with return receipt requested, and does not return to work at the designated time, he shall be considered as having voluntarily quit. The 3-day period shall be 72 hours from postmark.

166. *Four Weeks' Work Guaranteed on Recall Provided Report Requirements Are Met*

When an employee is recalled he must comply with the following procedure or lose his seniority rights and be removed from the rehiring list.

(a) Employee must report his intention of returning to work within 5 days, not including Saturday and Sunday, from the date of his notification.

(b) Employee having made known to the employment department his intention of returning to work, according to item (a), must report ready for work within 10 days, not including Saturday and Sunday, of the date of the company's notification that work is available.

(c) When an employee reports for work and qualifies under items (a) and (b) he shall be guaranteed 4 weeks' continuous work.

167. *Recall Notice Only When Majority of Workers on Job Are Working Full Time*

During slack periods employees of all departments will be permitted to accept employment elsewhere. Said employees shall suffer no loss of any of their rights and their seniority shall accrue during such period. However, an employee must return to work when properly notified by the company. Notification to return to work in such cases shall be given by the company only when a majority of the employees in the same category are working on a full-time basis.

168. *Medical Examination Mandatory on Rehiring*

Employees, when rehired with or without seniority rights, are to be examined by the company doctor and their present and past medical record, if any, is to be taken into consideration by the company in granting reemployment.

169. *Medical Examination Mandatory on Rehiring After 60 Days' Lay-Off*

In the event of absence of an employee due to lay-off of more than 60 days' duration, such employee is required to pass the company's preemployment physical examination before returning to work.

170. *Seniority Not Forfeited by Outside Employment During Lay-Offs*

If a laid-off employee who has gained employment elsewhere during lay-off, reports on recall by the company for work, within 7 days of the call, back-service will be credited upon rehire, the same as though he had not worked elsewhere.

171. *"Normal Force" Employees Permitted To Work Elsewhere During Slack Season*

It is agreed during a period when the company is not able to provide full time work for normal-force workers that any normal-force worker who can obtain employment elsewhere shall not lose his or her rating as a normal-force worker, provided that when such employee is requested by the company to return to work the said employee does so within 5 days after receiving such notice. It is the intent of this section that if a normal-force employee can be spared by the company during the slack period such employee shall have the right to seek employment elsewhere. Upon notice to any normal-force employee who may be temporarily employed elsewhere to return to work he or she shall return within 5 days, upon receipt of such notice. If any normal-force worker who is so notified does not return within 5 days he shall lose his normal-force rating. This does not apply to anyone who is absent from work due to illness.

172. *Employees Working for Another Employer at the Time of Recall Allowed Additional Time for Reporting*

If a laid-off employee fails to return to work within six working days after a notice has been mailed to his last-known address and a copy sent to the union by the company, such employee will forfeit all rights under this article. However, if such laid-off employee notifies the company that he is then in the service of another employer and cannot report within the time specified but wished to accept the offer of reemployment, the period of grace will be extended by six working days.

173. *Additional Reporting Time Allowed if Employee Required To Give Notice Before Quitting Outside Employer*

The method of recalling an employee to work from furlough shall be the posting of a notice of recall on the employer's bulletin board and by sending notice to the employee at the last address of record. There shall be no complaint of lack of notification if an employee fails to inform the employer's employment office, in writing, of every change of address, or telephone number, or name. No person shall be entitled to reemployment who does not report for duty within 72 hours of the time of said notice, unless he shall present an excuse satisfactory to the employer—except that an employee who presents proof within the time above indicated that he is required to give 5 days' notice to the employer for whom he is working at the time of recall, shall in this event be allowed 6 days to report for duty.

174. *Outside Employment No Excuse for Failure To Report Within 5 Days After Recall Notice*

Should any employees laid off as aforesaid be notified to report back to work and fail to report within 5 days after said notice, their names shall be stricken from the seniority list and they shall lose their seniority rights unless sickness or other valid reasons beyond the control of the employees, which does not include other employment, can be shown to the full satisfaction of the company and the shop committee.

175. *Laid-Off Workers Employed Elsewhere Permitted To Reject Short Periods of Work*

Employees having other employment being recalled for short periods of work will be given permission to reject same without loss of seniority if sufficient other men are available.

Order of Recall

Since a major purpose of a seniority program is to assure laid-off workers preference in reemployment when plant operations are resumed or expanded, provisions protecting the status of such employees are important. Reemployment usually reverses the order of lay-off, i. e., employees last laid off are the first rehired. The factors determining the order of lay-off, such as seniority, ability, family status, etc., would automatically be considered in reemployment. The problem of reemployment is complicated by the fact that production may not be resumed in reverse order of the curtailment. Certain operations which have been shut down may be kept idle temporarily while other operations resume full production. Agreements, therefore, usually specify that employees entitled to rehire by reason of seniority must be able to perform the available work. In some industries, workers with certain skills are needed before the resumption of regular production, and management is allowed to rehire such employees without regard to seniority. A few agreements require that employees be paid for time lost if not recalled in proper order of seniority.

176. *Employees Last Laid Off Are First Rehired*

In rehiring employees previously laid off for identical tasks in the same department, unit, office, or subdivision, regular employees shall be rehired in the inverse order of lay-off; that is to say, employees last laid off shall be first rehired.

177. *Recall in Order of Departmental Seniority*

Employees shall be recalled after lay-off in order of departmental seniority provided they have the skill and ability to perform the work.

178. *Recall in Order of Plant Seniority*

The laid-off employee will have recall rights in plant seniority order to one job classification at which he has previously been classified and has satisfactorily performed this work. Such classification will be that from which he was last laid off unless within 15 days from the date of lay-off he has notified the personnel department in writing that he wishes to choose a different classification.

179. *Recall Within Department; if Own Department Discontinued, Rehire in Other Departments*

In the restoration of forces men laid off will be returned to their regular department. Men holding seniority rights in several departments must wait for their regular department to start operation and will not be permitted to exercise their seniority in other departments until their regular department resumes operation. In the event that it is not intended that their regular department will resume operation they then may exercise their seniority in other departments. For example, a man holding rights as a riveter in the steel erection and also having hook-on rights or helper in the punch, shear and press, may not exercise his rights as a helper or hook-on in the event his regular department is scheduled to start.

180. *Plant Seniority (Qualified) Governs Rehire; Department Seniority (Qualified) Governs Lay-Off*

In all cases of lay-off, rehiring, transfer and promotion the following factors shall be considered by the company, and where factors (2) and (3) are relatively equal departmental seniority shall prevail:

1. Length of service;
2. Skill;
3. Performance of the job in an efficient manner;

provided, however, that in cases of rehiring after lay-offs, plant seniority shall prevail if factors (2) and (3) are relatively equal. If the union should disagree with the company's application of factors (2) and (3), the company agrees to discuss the situation with the union, and that any dispute concerning the same shall be subject to the grievance procedure herein set forth.

181. *Reemployment in Order of Seniority Provided Employees Qualified*

In any case where an employee, with more than 1 year's seniority, is laid off for lack of work and such lay-off exceeds 1 year, seniority shall not accumulate beyond the first year of lay-off. However, for the purpose of rehire only, the employee shall retain his seniority standing as of 1 year after such lay-off for a period of time equal to his seniority, but not to exceed 5 years, and shall be subject to rehire in line with such seniority during that period, provided he is qualified by reason of ability, skill, and experience to perform the work available.

182. *Recall in Order of Occupational Group Seniority Provided Physically Qualified*

In increasing the working force, laid-off employees will henceforth be called back to fill open jobs in their occupational group and in the order of occupational group seniority, provided they possess the necessary qualifications as judged by the medical standards of the plant.

183. *Essential Employees Recalled Without Regard to Seniority*

Lay-off and rehiring shall be in the order of plant seniority, except as efficient and continuous operations may require retaining or rehiring out of their seniority order employees having special skill, experience, or ability.

184. *Essential Employees Recalled Without Regard to Seniority Limited to 1 Week's Work*

Where the company is increasing the number of employees, laid-off employees shall be recalled in accordance with seniority, following the seniority lists prepared under section B above. In case of emergency work, up to six employees

may be recalled in any department, if necessary, without regard to seniority, to fill jobs of not over a week's duration where special skill is required and employees with more seniority do not have that skill. An employee who is recalled shall accept the open job whether it is piece work or day work, if he is the next in line of seniority. After all the regular employees of a department have been recalled, employees laid off in other departments shall be recalled in order of shop-wide seniority. When an employee recalled on a shop-wide basis is assigned to a department, he shall start with no seniority in that department, and shall retain his seniority rights in his original department, but may not go back to his original department until laid off. If he does go back, he takes his accumulated seniority with him. If an employee refuses a job on a shop-wide basis, it shall not affect his departmental seniority.

185. Recall of Junior Employees in Emergencies, Pending Return of Senior Employee

When employees who have been laid off are called back to work, the last man laid off shall be the first taken back. In all cases the employee shall be allowed 48 hours in which to report for work after having been notified by the company in writing. A copy of said notice shall be sent to the union, postmark to determine date of notification. In urgent cases younger employees in service may work until the notified senior employee reports to state that he will work the following day, in which case the younger employee may be laid off at the close of the working day. If the employee does not report for work within 48 hours after being notified, he shall be considered as having resigned his job, unless prevented by unavoidable cause in reporting for work. It shall be the duty of each employee to notify the company of any change in address.

186. Ability the Determining Factor When Seniority Equal

When plant seniority is equal, merit, ability and previous experience will be the determining factors in deciding which employee will be recalled.

187. Consideration of Medical Record in Reemployment

Employees, when rehired with or without seniority rights, are to be examined by the company doctor and their present and past medical record, if any, is to be taken into consideration by the company in granting reemployment.

188. Employees Paid for Time Lost if Not Recalled in Proper Order of Seniority

Employees losing time as a result of not being called back in proper order to seniority in the department in which they were working at the time of the lay-off shall be compensated for lost time. Compensation shall start 24 hours after written notice has been filed with the personnel manager.

189. Transferred Employees Returned to Original Job When Rehiring Starts

Any employee transferred from one job to another as the result of a lay-off, shall be returned to his former work at the time of rehiring of laid-off employees.

190. Workweek Limited to 40 Hours Until All Laid-off Employees in Unit Are Recalled

After a lay-off, employees shall be returned to work in accordance with their department or specialized group seniority, as found in exhibit A attached hereto. The hours of work in any department, however, shall not be more than a 40-hour week unless all employees on the seniority list in that department or specialty group have been recalled. This shall not apply in case of a temporary increase in hours wherein the management and the bargaining committee determine what shall constitute a temporary period.

REEMPLOYMENT PREFERENCE

Agreements sometimes provide modified job security for laid-off employees by granting them preference over new employees in filling vacancies. Such provisions are significant in instances where the principle of seniority in rehiring is not accepted or where seniority is recognized but applies only within an employee's department or occupation rather than on a plant-wide basis. In the latter case, reemployment preference supplements the laid-off employee's right to a job in his specific department or classification by granting him priority over new employees on vacancies which develop in other units.

Some agreements extend reemployment priority to employees who have been laid off for such a long period that their seniority rights have expired. Such priority is based on the ground that an employee with seniority, who has been laid off through no fault of his own, is entitled to employment as long as he is available before new workers are taken on. Other agreements limit reemployment preference to a specified period, such as 1 or 2 years.

Additional protection to laid-off employees is achieved through clauses which prohibit or restrict hiring when a lay-off is in process or where there are laid-off workers who can fill available openings.

191. Laid-Off Workers Given Employment Preference Over Outside Applicants

When new employees are required by the company in any department, former employees who have been laid off due to lack of work and who are applicants for reemployment shall be given preference over outside applicants if qualified.

192. New Hiring Banned Until Laid-Off Employees Given Opportunity To Work

The company agrees no new production employees of a department or no new maintenance employees will be hired until all old production employees of that department or all old maintenance employees who are laid off for lack of work have been given an opportunity to work.

193. New Hiring Banned Until Regular Employees Recalled

It is agreed that new help shall not be employed until all regular employees have been returned to work according to seniority rules.

194. No Probationary Employees Recalled or New Employees Hired if Employees With Seniority Are Available

In any such seniority unit where the force is being increased, no probationary employee will be recalled or a new employee hired if there are employees with plant-wide seniority still unemployed and who are qualified and able to do the work required to be performed.

195. Employees Laid Off From One Department Given Preference for Available Work in Other Departments

When employees are laid off and there is work available in departments other than their own, such laid off employees shall be given first preference over new employees to be hired for available work.

196. Reemployment Preference in Own Department on Basis of Seniority and in Other Departments on Basis of Qualifications

Employees laid off because of lack of work for a period not exceeding 1 year will be preferred in their department in the order of their length of service

in the departments when additional employees for the same type of work are required and shall be given preference in other departments when additional help is needed, except when in the opinion of the management, experience, ability, and efficient operation warrant a departure from this principle.

197. *Reemployment Preference in Other Departments Provided Judged Competent by Union and Management*

In the event there be additional work in other departments, the employee having seniority on the laid off list shall be given the work, providing he is able and willing to do the work in the opinion of the management and the shop committee after he has been given a fair trial.

198. *Reemployment Preference in Other Departments Except for Skilled Jobs*

In the event a lay-off occurs in any one of the listed departments or whenever a department or occupational group is to be discontinued, or work curtailed, employees who are laid off shall be given job preference in other departments before any new help is hired, except in the case of jobs requiring special skill for which trained men are available.

199. *Reemployment Preference Limited to Period of 1 Year*

Employees who are laid off shall be given preference in hiring for a period of 1 year.

200. *Reemployment Preference for Laid-Off or Transferred Employees; 2-Year Time Limit*

If a vacancy occurs in a department in a job classification from which regular employees have, because of lack of work, been laid off or transferred from one department to another, within a 2-year period, or in any entrance job classification within the department, such laid-off or transferred employees shall, if they meet the minimum job requirements, be offered the job in accordance with their seniority before the vacancy is filled by the promotion or transfer of an employee within the department with less seniority or by the hiring of a new employee.

201. *Reemployment Preference Limited to Employees With 6 Months' Service at Time of Lay-off*

When additional men are to be employed, if circumstances will permit of delay, a reasonable effort shall be made by the company to give preference to former employees who prior to termination of their last employment with the company had completed at least 6 months' continuous and satisfactory service, and who have the necessary qualifications and who were without fault on their part laid off within the preceding 180 days; provided, that as between any two or more of any such former employees, selection shall be made on the basis of length of service, ability and efficiency.

202. *Employment Preference to Former Employees Whose Seniority Rights Have Expired*

If an employee is laid off and so remains for a period of 12 months or more, his service will be terminated and he will lose all rights and benefits of an employee as of the date of his lay-off.

The company will make a reasonable effort, when additional men are to be employed to give preference to former employees whose seniority has expired.

203. *Top Reemployment Priority for Employees Who Have Been on Furlough for a Year*

An employee who remains on furlough for a period of twelve consecutive months will be removed from the furlough list of his subdivision and will be

placed on a priority list for first consideration as suitable vacancies or new jobs may arise in other divisions or subdivisions.

204. *Laid-Off Employees to Have Employment Preference at Other Plants of the Company*

An employee laid off in any reduction of forces who has maintained his company seniority shall, unless he is not qualified therefor, be given preference in employment if available in other departments within the bargaining unit, or, if such employment is not available within a reasonable period of time, shall, if he so requests it, be given preference for employment if available in the other plants of the company covered by this agreement.

205. *Rehiring Preference Despite Seniority Lapse Provided Employed Within 2 Years of Agreement; Probationary Period Waived on Reemployment*

Any former employee whose seniority has lapsed under the provisions of the subsections 3, 4, and 5 of paragraph (c) of section 6 and who has been employed by the company within 2 years of the date of this agreement shall have preference in rehiring after the seniority list shall have been exhausted; provided, however, the company need not seek out such former employees whose seniority had lapsed but would give preference to such former employees if they present themselves to the company's office when it is necessary to hire additional workers and suitable work is available.

206. *Reemployment Preference to Union Members*

When the (employer) makes discharges other than for cause only (union) members shall be placed upon a rehiring list, without priority or seniority. Throughout the life of this contract, no person—other than for positions excluded from this contract—shall be hired by the (employer) except from his rehiring list unless same is exhausted with respect to the general type of work for which an additional employee is desired.

If the (employer) needs some person with special qualifications not possessed, in the opinion of the (employer), by any person on the rehiring list, he may go outside the list, with notification to the (union). Disputes, if any, on this point, to be adjudicated by the board of arbitration.

The (employer) shall supply to the (union) the names of those persons who are placed upon the rehiring list, with the date of their discharge, and the (employer) shall notify the (union) when persons are hired from such list.

207. *Rehiring Preference to Probationary Employees*

Employees shall be regarded as temporary during the first 60 days of service. There shall be no responsibility for the reemployment of temporary employees if they are discharged or laid off during this period. However, employees laid off during the 60-day period will be given preference in rehiring, so that if they accumulate 60 days' time within a year of their employment date, they will be put on the seniority list.

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