

# COLLECTIVE BARGAINING PROVISIONS

## General Wage Provisions

**Bulletin No. 908-8**

**UNITED STATES DEPARTMENT OF LABOR**

**L. B. SCHWELLENBACH, *Secretary***

**BUREAU OF LABOR STATISTICS**

**EWAN CLAGUE, *Commissioner***



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## Letter of Transmittal

UNITED STATES DEPARTMENT OF LABOR,  
BUREAU OF LABOR STATISTICS,  
*Washington, D. C., May 14, 1948.*

The SECRETARY OF LABOR :

I have the honor to transmit herewith the eighth bulletin in the series on collective bargaining provisions. The bulletin deals with general wage provisions, and is based on an examination of collective bargaining agreements on file in the Bureau. This chapter was prepared by, and under the direction of Abraham Weiss and by Eleanor R. Lehrer 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 general wage provisions, is the eighth in this Collective Bargaining Provisions series. The bulletins already 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; Dismissal Pay Pro-  
          visions.
- 908-6   Leave of Absence; Military Service Leave.
- 908-7   Promotion, Transfer, and Assignment; Lay-Off, Work-  
          Sharing, and Reemployment.

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## **Collective Bargaining Provisions**

### **General Wage Provisions**

#### *Introduction*

Wage provisions have always been the most important part of the collective labor agreement. As collective bargaining has progressed and industrial relations have grown more complex, wage provisions have become more elaborate. They now deal with a great variety of factors affecting the worker's income, in addition to basic wage rates and wage increases, such as hiring-in rates for experienced and inexperienced employees; progressions in individual rates; job evaluation and classification; premium pay for special types of activities; call-in pay; down-time pay, length of pay-roll periods; pay rates of employees transferred to classifications having lower or higher scales, and various "fringe" issues.

Complete schedules of job classifications and wage rates, if included, are frequently incorporated as supplements or appendices to agreements. Since such itemized schedules are generally peculiar to the particular industries and often to the individual plants involved, no examples are shown here. The clauses that are presented relate to wage provisions of a more general significance. Where specific wage rates are mentioned in the clauses that follow, they are incidental and are not intended to be representative of industry as a whole, or of the particular industry.

Other bulletins deal with such aspects as individual and general wage adjustment plans, wage-incentive plans, and time studies and standards of production.

#### *General Wage Clauses*

Some agreements do not specify minimum or hiring rates, but contain only a statement of the general wage policy or indication that there shall be no change from current rates. Others contain clauses specifying the wage changes which employees are to receive as a result of the negotiations. The increases may be specified as a flat cents-

per-hour or as a percentage. Generally, increases are given "across the board" to all present employees; but some clauses limit raises to specific groups or classifications.

Some agreements which provide for a general wage increase specify its application to incentive workers. In some instances the increase is applied to the base rate of such workers; in others, it is added to their current earnings.

Many agreements prohibit reductions in the hourly rates of any worker so long as he continues on the same job or does the same type and class of work. For example, clauses frequently forbid the reduction of wages of an employee receiving a higher rate than is provided by the agreed-upon wage scale. Where wage reductions are permitted, the employer may be required to give the union advance notice or to obtain its consent. Protection against wage reductions is implicit in a clause which fixes rates of pay for the life of an agreement.

#### STATEMENTS OF WAGE POLICY

##### *1. Company to Pay Prevailing Wages in Area*

The company will maintain the policy of paying as high wages under as favorable hours and working conditions as prevail in manufacturing establishments engaged in similar classes of work in the — area.

##### *2. Wage Policy Keyed to Prevailing Area—Industry Wages and Cost of Living*

In addition to keeping wages at levels that will compare favorably with other [name of product] factories in this area the company and the union state as a principle that wages should vary with the cost of living as shown by recognized figures published by the U. S. Department of Labor. If Department of Labor figures become available for this community these local figures should be used in preference to the national average.

##### *3. Average Wage Paid to Fall in Upper Third of Wages Paid by Competing Area Firms. Wage Surveys Made Jointly*

As frequently as may be practicable and necessary the company from time to time will, with the union cooperating, make surveys of wages being paid by other — factories located within 150 miles of [city]. Whenever, after such a survey, it is found that the company is not paying an average wage higher than two-thirds of the factories surveyed it will immediately raise its wages to the point where its average wage will be within the upper third of that list.

##### *4. Weekly Minimum to Exceed Legal Minimum by One Dollar*

Should Federal or State legislation be enacted revising the present minimum wages under the law then it is agreed that the minimum wages under this agreement shall at least be one dollar (\$1) in excess of the minimum provided by Federal or State legislation and at any rate not less than above specified.

##### *5. Plant Wage Structure Under Master Agreement Subject to Local Bargaining. Consideration to Area Wage Rates*

The wage rate structure for each division or plant is necessarily a matter subject to local negotiations between the plant managements and the local bargaining committees, giving due consideration to the local circumstances affecting each plant and the prevailing level of wages in the community.



**6. Local Wage Scales Set by Negotiations Between Parties; Factors To Be Considered in Setting New Wages**

The establishment of wage scales for each operation is necessarily a matter for local negotiation and agreement between the plant managements and the shop committees, on the basis of the local circumstances affecting each operation, giving consideration to the relevant factors of productivity, continuity of employment, the general level of wages in the community, and the wages paid by competitors.

**7. Craft Agreement—Higher Rate Prevailing in Sister Local's Territory to Prevail for Work in That Area**

The rate of wages to be paid shall be as hereinbefore stipulated, except in such instances where the job may be under the jurisdiction of some other local union of the [International]. Then if the rate of wages of said local union in that jurisdiction is higher, they shall prevail.

**8. Wage Rates Predicated and Based on Specified Minimum Daily Production**

The wage rates above fixed and specified are calculated, predicated, and based upon the minimum daily production of not less than 2,000 pounds of compound from the roll, on rolls number 1, 2, and 4, and the minimum daily production of not less than 1,500 pounds of compound from the roll, on roll number 3, provided the compound roll operators are furnished with proper quality materials and proper working conditions and facilities.

**METHOD AND ALLOCATION OF GENERAL WAGE INCREASE**

**9. Wage Increase in Cents Per Hour**

The company agrees to increase wages ten cents (\$0.10) per hour effective [date], for all employees covered by this agreement.

**10. Flat Wage Increase for Monthly and Hourly Paid Employees**

Effective [date], all monthly paid employees covered by provisions of this agreement shall receive an increase in wages of ten dollars (\$10) per month over rates of pay in effect August 31, ——. Effective [on preceding day], all hourly paid employees shall receive an increase in wages of six (6) cents per hour over rates of pay in effect August 31, ——.

**11. Amount of Increase Graduated to Weekly Salary**

Each employee on the pay roll—at the effective date of this agreement and covered by it, whose regular weekly salary prior to such date was less than one hundred twenty-five dollars (\$125) and who is not entitled to an increase at such date under the minimum salary scales or rates provided in paragraph (2), (3, (4), (7), or (8), shall receive an increase in weekly salary in accordance with the following schedule:

<i>Weekly salary prior to effective date of agreement</i>	<i>Increase applicable to such weekly salary</i>
Less than \$25.00.....	\$5. 00
\$25.00 through \$29.99.....	5. 25
\$30.00 through \$34.99.....	5. 50
\$35.00 through \$39.99.....	5. 75
\$40.00 through \$44.99.....	6. 25
\$45.00 through \$49.99.....	6. 75
\$50.00 through \$54.99.....	7. 25
\$55.00 through \$64.99.....	8. 00
\$65.00 through \$79.99.....	9. 00
\$80.00 through \$99.99.....	10. 00
\$100.00 through \$124.99.....	11. 00

and each such employee who is entitled, under the minimum salary scales or rates provided in paragraph (2), (3), (4), (7), or (8), to an increase at such effective date which does not equal or exceed the applicable amount in the foregoing schedule, shall receive an additional increase in weekly salary equal to the difference between the increase under paragraph (2), (3), (4), (7), or (8) and such applicable amount.

**12. *Amount of Increase Graduated to Hourly Rates; Increases Added to Present Minimum and Maximum of Rate Range***

Effective October 27, —, the established rates of pay of each employee in effect on October 26, —, shall be increased as follows:

Employees receiving \$1.50 and over per hour 9 cents per hour increase  
 Employees receiving \$1.25 to \$1.49 per hour 8 cents per hour increase  
 Employees receiving \$1.00 to \$1.24 per hour 7 cents per hour increase  
 Employees receiving less than \$1.00 per hour 6 cents per hour increase

The above increases shall be payable only to those employees on the pay roll on the date this agreement providing for the increases is actually signed. The above increases shall be added to the minimum and maximum of the wage rate range for each job classification as they existed on October 26, —.

**13. *Average Increase Expressed in Cents Per Hour. Specified Part of Total Increase to all Employees; Balance Given to Certain Classifications***

Effective [date] there shall be an average increase in wages of eighteen and one-half cents (18½¢) per hour, such increase to be applied as follows:

7½ cents to all employees, 5 cents of which is to be retroactive to [date].

The remaining 11 cents is to be distributed through the job classification starting with the rate range of 75 cents to 84 cents for labor grade No. 11.

**14. *Same Percentage Increase to Time and Pieceworkers***

Commencing with [date] all week workers shall receive an increase of ten percent (10%) over their present wages, and all piece workers shall receive an increase of ten percent (10%) over their earnings as presently calculated.

**15. *Differential in Hourly Increase for Day-Rate and Piece-Rate Jobs***

All day rate jobs will be increased 14 cents per hour.

All piece-rated jobs to be increased 10 cents per hour on the base rate and 10 cents per hour on the piece rate.

**16. *Flat Wage Increase Added to Base Rates of Piecework Jobs. Past Increases Incorporated into Base Rates***

The company agrees to grant an increase in pay to all hourly paid workers within the bargaining unit of ten cents (10¢) per hour and, further, to increase the base rates of all piecework jobs by an amount that will allow an average increase to the employee of ten cents (10¢) per hour for the same number of units as produced on an average of each job over a period of 4 weeks. At the same time the increases granted to employees over the past few years amounting to twenty cents (20¢) per hour shall be incorporated into the base for each particular job.

**17. *Flat Increase Added to Piece-Rate Earnings***

The day rates of all employees presently employed and the maximum and minimum rates of all classifications shall be increased by the sum of fourteen

cents (14¢) per hour; each employee being paid at the piece rate shall be paid in addition to his piece-rate earnings and the flat hourly additions to piecework earnings previously in force, the sum of fourteen cents (14¢) for each hour worked at piece rate.

18. *Flat Increase Added to Pieceworker's Earnings; Probationary Employees Excluded from Increase*

All regular employees who are regularly paid at an hourly rate shall have seven and one-half cents ( $\$0.07\frac{1}{2}$ ) added for each hour worked in addition to their regular hourly rate.

All regular employees whose earnings are calculated on a piecework basis shall have seven and one-half cents ( $\$0.07\frac{1}{2}$ ) per hour added to their piecework earning for each hour worked.

No probationary employee, whether on an hourly rate or a piecework rate, shall receive the seven and one-half cents ( $\$0.07\frac{1}{2}$ ) per hour additional until they have completed their probationary period and have been certified.

19. *Formula for Converting General Wage Increases Into Piece-Rate Structure*

Each mill shall incorporate all general wage increases granted since 1942 amounting in total to forty-three and one-half cents ( $43\frac{1}{2}\text{¢}$ ) into its piece rates on the following basis:

1. All amounts paid to piece-rate workers on an hourly basis will be eliminated, and

2. Present unit piece rates shall be increased by a percentage equal to the present  $43\frac{1}{2}$  cents divided by the present hourly base rate excluding the  $43\frac{1}{2}$  cents, i. e.,

$$\frac{43\frac{1}{2} \text{ cents}}{\text{Present hourly base rate}} = \text{percent of increase of unit piece rates}$$

except where the application of this formula would result in an increase in the adjusted hourly earnings of a classification of pieceworkers by more than 5 cents above the actual hourly earnings, in which case the piece rates shall be adjusted so that the adjusted hourly earnings of the classification will be 5 cents above the actual hourly earnings of the classification. The foregoing exception shall not apply to differs rates in [city].

3. "Present hourly base rate" is defined as the rate excluding  $43\frac{1}{2}$  cents an hour actually used by each mill in determining piece rates.

4. "Adjusted hourly earnings" shall mean average straight-time hourly earnings during the representative period figured as if the unit piece rates had been adjusted as set forth above.

5. "Actual hourly earnings" shall mean actual average straight-time hourly earnings (including  $43\frac{1}{2}$  cents) during the representative period.

6. Unless otherwise agreed between the union and the individual mill, the "representative period" shall be the 4-week period ending October 11 or November 1, — (at the employer's option).

7. "Classification of pieceworkers" shall mean the department, occupational group or job classification customarily established in the individual mill. Where there exists uniform piece rates within any particular plant (i. e. group of buildings or mills situated on contiguous realty) of an employer, this formula shall be applied so as to maintain uniformity.

20. *General Wage Increase not Applicable to Payment of Incentive Workers*

The companies agree to grant a general wage increase to all hourly-paid employees covered by this agreement of  $11\frac{1}{2}$  cents per hour effective on April 1,

— This general increase is to be applied for all purposes, such as overtime, guaranteed rates, hiring rates, vacations, and night-turn bonus, but not for the payment of incentive workers. The application of the wage increase granted in the settlement of May 9, —, will continue in effect without change—that is, there will be no change in the calculation and payment of incentive earnings to incentive workers or in the calculation and payment of night-turn bonus to incentive workers and day workers.

**21. Specified Amount Set Aside to Correct Wage Inequities During Contract Year**

In addition to those raises, an amount equivalent to one-half cent ( $\frac{1}{2}\text{¢}$ ) per hour for all employees on the pay roll May 19, —, and it is agreed that the number on the pay roll on this date was \* \* \* shall be used for the purpose of correcting inequities in wage and salary rates arising during the ensuing year among hourly and salary rated employees.

**22. Wage Increase Constitutes Settlement for Portal-to-Portal Claims**

The company agrees to grant an increase of  $11\frac{1}{2}$  cents per hour in all wage rates, effective for the contract year, and to include same in the base rates for bonus computation, provided the company shall not be required to pay any additional amounts for claims based on so-called portal-to-portal activities prior to the date hereof. Therefore, it is agreed by the company and the union, acting for itself and for all present members of unit B, that the increase in wages mentioned above shall be paid and received in compromise settlement, full payment and release of all suits and claims for so-called portal-to-portal activities on company premises prior to the date hereof.

**23. Time Lag in Receipt of Increase by Employees Earning Over Set Amount**

All jobs above \$1.06 per hour as evaluated shall be increased fifteen cents (15¢) per hour on May 16, — [effective date of contract] and two cents (2¢) per hour on December 15, —. The fifteen cents (15¢) per hour is retroactive from February 1, —, to May 16, —, payable on December 1, —.

All jobs at \$1.06 per hour and below as evaluated shall be increased seventeen cents (17¢) per hour on May 16, —, and shall be retroactive from February 1, —, to May 16, —, payable on December 1, —.

RESTRICTIONS ON WAGE REDUCTIONS

**24. No Wage Reduction During Agreement**

There shall be no reduction of wages during the term of this agreement.

**25. No Reduction in Wages Paid Present Employees**

There shall be no reduction in the pay, base pay and/or rate of commission of any present employee during the life of this contract.

**26. No Reduction of Above-Minimum Rates or More Favorable Working Conditions**

Any employee receiving a higher rate of pay or more favorable working conditions than the provisions of this agreement provided for at the time of its adoption, shall not suffer any reduction in pay or abrogation of said favorable working conditions.

**27. No Reduction of Above-Minimum Rates Unless Employee Reclassified to Lower Job**

It is understood that employees receiving in excess of the above minimum rates shall suffer no reduction in rates by reason of this agreement, unless reclassified to a lower rated job.

**28. *No Reduction of Above-Minimum Rate but Employee Excluded from Future Increases Until Pay Equalized***

In case any employee, who is now receiving a higher wage than is provided for in this agreement, in his classification, he will not suffer a reduction in wages by the signing of this agreement. However, at the next adjustment of wages no change will be made in any employee's wage who is being paid at a higher rate than provided in this contract for the class in which he is working until his pay is equalized with other employees of the same class.

**29. *No Wage Cut for 3-Year Men When Laid Off or Down-Graded Due to Lack of Work***

No employee who has been continuously in the employ of the company for 3 years or more will have his salary reduced during the term of this contract by reason of lay-off or demotion due to lack of work.

**30. *No Wage Cut Unless Demoted For Cause***

No employee shall receive a reduction in rate of pay throughout the life of this agreement, with the exceptions of being demoted for cause.

**31. *No Reduction in Piecework Prices Without Discussion with Union***

There shall be no reduction in piecework prices during the existence of this contract, without first discussing the matter with the union, unless there is a change in design, material, equipment, tooling, speed, feed, cut, method of grouping of operations, or process which make a material change in output or in effort as compared with former requirements. It is agreed that only the element or elements affected by the changes shall be re-timed, if practical. The unions shall be advised when such change of rates become effective and if it believes such change of rates to be not justified, any grievance in connection therewith shall be handled in accordance with the grievance procedure.

**32. *No Wage Reduction When Returning After Lay-Off***

There shall be no reduction in the hourly rate or classification rate, whichever is higher, of an employee who has previously been laid off and returns to his or her former job.

### *Basic Wage Rate Structure*

#### MINIMUM AND HIRING RATES

Many agreements, especially those involving large plants with varied occupations, do not contain detailed lists of the rates paid for the jobs covered, but merely specify one or several minimum rates. The "minimum rate" may refer to the lowest-paid production job, although lower rates may exist for such jobs as common laborer or janitor. In some plants there are two sets of minimum rates for men and women workers. These different rates may not necessarily constitute a sex differential but may reflect different jobs.

In some agreements the minimum rate is a hiring or probationary rate, in others, it is a hiring or entrance rate for new unskilled employees with specified step-ups to the plant minimum or the job rate after time intervals or with advancement to specific higher-paid jobs.<sup>1</sup>

<sup>1</sup> Wage progression plans by which employees are advanced from the minimum to the maximum rate of the rate range for their job are discussed in the chapter on "Individual and General Wage Adjustments."

Such rates usually apply to workers not fully qualified for the full job rate. Advancement from the starting to the plant minimum or the job rate may be automatic, or it may depend on the worker's ability. Previous experience may also be a factor in determining whether a newly hired employee shall receive the hiring rate or the job rate.

Some agreements specify that certain classes of employees, such as minors, errand boys, etc., may be hired at rates lower than the usual starting wage, and that skilled workers may be hired at rates above the minimum.

### 33. *Minimum Plant Hourly Rate Specified*

Effective as of the date of this agreement and continuing for the term hereof, the minimum wage rates in effect shall be — cents per hour for all labor of regular employees.

### 34. *Daily Minimum*

All regular run assignments shall pay a minimum of eight dollars and fifty cents (\$8.50) a day.

### 35. *Weekly Minimum*

The minimum rates of compensation for conductors employed and paid on a weekly basis shall be as follows :

(a) For a regular 25-hour week of rehearsal or performance of commercial or of sustaining and commercial broadcasting—not less than — per week ;

(b) For a regular 25-hour week of rehearsal or performance of sustaining broadcasting only—not less than — per week ;

(c) For a regular 20-hour week of rehearsal or performance of commercial or of sustaining and commercial broadcasting—not less than — per week.

### 36. *Basic Weekly Wage Plus Commission*

Except as above expressly expected, all retail routemen shall receive a basic wage of \$— per week plus — percent commission on retail collections as follows :

(1) The commission on retail sales of butter and eggs shall be — percent per dozen on eggs on collections.

(2) The commission on wholesale sales (not including butter and eggs) made from retail routes shall be 6 percent on collections.

### 37. *Specified Minimum Salary Paid After 6-Months' Service*

Upon and after completion of six (6) months' continuous service, employees covered by this contract shall be paid not less than — per month.

### 38. *Automatic Progression from Hiring to Minimum Rate in Three Steps*

New employees shall be hired in at the minimum wage rates for the job classification for which they are hired and shall be automatically progressed to the rates set for thirty (30) days, sixty (60) days, and nine (9) months rates, as shown in the schedule.

### 39. *Automatic Progression from Starting to Established Rate in Four Equal Steps*

New employees shall be hired at one dollar (\$1) per hour and shall receive

periodical raises each one hundred (100) hours thereafter, amounting to one-quarter ( $\frac{1}{4}$ ) the difference between the established rate and the starting rate, and will be paid the rate of the job at the end of the four hundred (400) hours of training.

**40. *Employee Exceeding Specified Production Index Paid Senior Rate Immediately***

When an employee averages an index of the 100 or better on the measured hours in a 2-week period, he shall immediately be entitled to senior rate.

NOTE.—Senior rates are normally reached in 3 months through automatic monthly adjustments to the starting rate.

**41. *Advancement from Hiring Rate in Proportion to Ability***

All new employees with no previous experience, shall begin learning a job at the regular starting hiring rate and they shall be progressed along the wage scale of the job in proportion to the learner's ability. All other employees, transferred from one job to learn another job, shall be given credit for any skill or knowledge they may have of the new job. If they have no previous experience, they shall be treated as new employees.

**42. *Advancement From Hiring Rate by Joint Union Management Agreement***

It is understood and agreed between the contracting parties hereto, that the hiring-in rate for new employees in common labor classification shall remain at — cents per hour, provided, that advancement to skilled occupations, or increased wage rates shall be effected through mutual agreement between the union and management.

**43. *Lowest Rate of Job Classification Paid During Probationary Period; Regular Guaranteed Hourly Rate Thereafter***

During the probationary period of four (4) weeks from the date of his hiring, a new employee may be paid the lowest rate of the classification into which the work for which he is hired falls. Upon the expiration of the probationary period, if such employee is retained, he shall be paid the regular guaranteed hourly rate to which he is entitled.

**44. *New Inexperienced Workers Paid Specified Hourly Rate; New Experienced Employees Paid Minimum of Labor Grade Range to Which Assigned***

New inexperienced hourly employees in all labor grades shall start at the minimum of 72½ cents per hour and shall receive an automatic increase of 5 cents per hour at the end of each eight weeks of employment until the minimum of the range established for the labor grade to which they are assigned has been reached, after which time they shall progress in the range provided for the labor grade in the manner set forth in schedule A.

New experienced hourly employees in all labor grades shall start at the minimum of the range established for the labor grade to which they are assigned, after which time they shall progress in the range provided for the labor grade in the manner set forth in schedule A.

**45. *Hiring Rate Differential Between Nonproductive and Productive Employees***

New employees shall be hired after July 7, —, on the basis of the following starting rates:

	<i>Nonproductive</i>	<i>Productive</i>
Minimum starting rates.....	\$0. 60	\$0. 65
Upon completion of 30 days.....	. 65	. 70
Upon completion of 60 days.....	. 70	. 75
Upon completion of 90 days.....	. 75	. 80
Upon completion of 120 days.....	. 75	. 80
Upon completion of 150 days.....	. 75	. 80

**46. *Sex Differential in Hiring Rate***

Minimum hiring rates for straight hourly paid employees (except apprentices, office boys and handicapped workers) will be one dollar (\$1) for male and seventy-five cents (75¢) for female.

**47. *Definition of Experience for Wage Purposes***

In the application of the foregoing schedule, experience in the editorial department shall include all regular employment on daily newspapers, or with recognized news or feature syndicates, news magazines or press associations. Experience in other classifications shall include all regular employment in similar work. The experience rating of a new employee shall be determined at the time of employment.

NOTE.—This agreement calls for classified minimum wages based on experience. Previous experience in the industry is counted as experience in computing an employee's present wage.

**48. *Limitation on Proportion of Workers Paid According to Specified Experience Ratings***

Of the employees classified in article II, section 1, paragraph (a) not more than 20 percent shall receive a rate of pay less than that fixed as a minimum for 3 years' experience in this classification, and within that 20 percent, not more than half shall receive a rate of pay less than that fixed as a minimum for 1 year's experience.

NOTE.—See note under previous clause.

**49. *Hiring Rate Below Minimum for Errand Boys***

The rate for errand boys shall be seventy cents (70¢) per hour.

All new, unskilled employees (except errand boys) classified as trainee—in those occupations designated by the joint job evaluation committee shall be hired at the rate of 75 cents per hour \* \* \*.

**50. *Temporary Employees Paid Job Rate Plus 15 Percent***

Temporary employees' base-pay shall be not less than the weekly rate of their classification, plus 15 percent for regular and overtime work and shall, during the period between May 1 and September 30 be called to work for not less than two consecutive working days. If the temporary employee is called to work by an employer he shall receive not less than 8 hours' pay for each of the two consecutive days whether or not the temporary employee is put to work. If work is performed over 8 hours by the employee in any one day, the employer must pay time and one-half of the employees' base pay.

**51. *Company May Hire Above Minimum Rate***

The company shall have the right to hire at rates above the minimum rate in order to secure adequate and qualified personnel for the plant. Such hiring above the minimum rates will not exceed the rate established for the job and will be solely at the company's discretion.

**52. *Company Option To Pay Higher Starting Rate but not To Exceed Standard Job Rate***

Where, in the judgment of the management, an individual employee's experience or qualifications, or other circumstances, justify such action, the company may apply a higher starting rate than that specified in exhibit "A," or accelerate the periodic increases specified in section 2 hereof, as to that particular employee;



provided, however, that no such rate shall exceed the standard rate specified for the job to which he is assigned.

53. *Minimum Rates do not Foreclose Payment of Higher Rates*

The wages specified in the schedule are minimum wages and are not to be considered as restricting company from giving or employees from receiving any additional compensation, and so long as the minimum schedules are maintained no increase in wages to one class or to individuals of a class shall necessitate a change in the wages of other individuals or classes.

#### JOB EVALUATION

A number of agreements refer to, or contain, details of a job evaluation plan to be established or already in operation. Job evaluation is a study of the content of each job broken down into certain factors or components so as to determine its worth in relation to all other jobs in a plant, and in this way determine what rate a particular job should pay in relation to the lowest and highest stipulated rates.

Job evaluation is not a simple process, and is often misunderstood by the workers out of fear that it may pave the way to roundabout wage reductions, and because it freezes the relationship between jobs. They also question the basis and procedure of job evaluation, contending that judgment should determine the importance given to each of the factors concerned. They point out that once such a plan is in effect, bargaining on wage rates must be based on the employer's evaluation of the job.

Some unions accept job evaluation but insist that they participate in its establishment and day-to-day operation on the theory that they can thereby eliminate inaccuracies and bias. Other unions object to participation and prefer not to bear the brunt of employee displeasure over any given job rating, and also to be free to process grievances that may arise from the job evaluation plan.

Employers list the following advantages of job evaluation: It reduces employee grievances through elimination of inequalities and inconsistencies in rates; it improves union relations by eliminating the need of negotiating rates for each and every operation (negotiations are confined to the base rates only); it provides a specific method of establishing a sound wage structure with equitable wage differentials between various jobs; it provides a basis for discussing the relative worth of jobs in collective bargaining.

In some agreements, both the establishment and administration of the job evaluation system is left solely to management, with the union reserving the right to review the results; other agreements provide for a joint permanent union-management job evaluation committee or for tripartite control, i. e., a joint committee of union and management and representatives from an outside agency, usually an engineering firm. Disagreements between union and management on job evalua-

tion may be processed through the grievance machinery and/or submitted to arbitration. Some agreements permit the union to participate in the evaluation of new or changed jobs and provide that no new rates may be put into effect without advance union approval.

Almost all plans guarantee that no reductions will be made in the pay of workers holding jobs on which the rates are lowered as a result of job evaluation. However, as vacancies occur, new workers must accept the lowered rate of pay. In some cases, a specific limit is also set on the amount of the over-all wage increase which is to be allowed under the evaluation plan.

#### INSTALLATION AND ADMINISTRATION

##### *54. Administration and Operation of Plan by Company; Union may Request Re-evaluation*

It is recognized that the formulation, administration, and operation of the job evaluation system are the functions and responsibilities solely of management. Management will continue to evaluate jobs for all occupations of employees covered by this agreement subject to review by the union as provided herein under paragraphs (a), (b), and (c).

(a) The company shall make available to members of the union shop committee all evaluations of hourly-rated jobs included in the bargaining unit as set forth in article I hereof. This shall not apply to any job which is excluded from that unit.

(b) The union may request in writing the re-evaluation of any existing evaluated job described in (a) above, and the company shall re-evaluate any such job provided that in its written request the union states specifically why it believes the job is not properly evaluated and sets forth the specific factors of the evaluation which it claims should be re-evaluated, giving its reasons specifically and in detail for such claims.

(c) The company will notify the union shop committee once every two (2) weeks of all new jobs as described in (a) above and new evaluation of such existing jobs when the new evaluation involves a change in labor grade.

##### *55. Company Job Evaluation Plan Submitted to Union for Approval. Effective Date of Plan Related to Date of Approval by Union*

The company will give to the union for consideration an evaluation plan made by the company of the various job classifications and rates thereof. The union shall appoint a special committee to consider this plan. Unless objections thereto are made by the union within 30 days after delivery of said plan, then the same shall become of full force and effect as of the date of delivery to the union. The union shall have the right to discuss the plan in question with the company, and in the event that the union shall approve the plan as a whole more than 30 days after delivery of the plan to the union, then the same shall become effective as of the date of approval.

##### *56. Company may Withdraw its Evaluation Study if Union Disagrees with Results*

The company proposes to have competent engineers conduct a study for the establishment of proper relative job evaluations among the jobs in the unit, and this evaluation shall be based on recognized engineering principles, and shall

reflect relative skill, responsibility, physical demands, and job conditions. When study is completed the company may submit the same, with the formulas, to the union, in which case the parties will discuss the same, and if agreement is reached the same as agreed to will be applied. If the parties cannot agree, the company may withdraw the same.

*57. Installation and Administration by Permanent Joint Committee*

A job evaluation committee consisting of two permanent members from the union and two permanent members from the management, together with temporary members consisting of one or two committeemen and one or two foremen from the department concerned, shall point-rate all jobs held by production and maintenance workers. In any case, whether one or two, the temporary members from the management and the union shall be equal in number. The plant manager shall act as nonvoting chairman of this committee.

This committee, having point-rated all present jobs and mutually agreed as to the proper evaluation of each job, shall similarly evaluate new jobs or shall re-evaluate present jobs only when there is a change in job content from the original job description that was used in the first point rating of the job, thereby determining proper job wage level within the wage structure. Further, on the basis of job evaluations, this committee will determine the various job classifications by department.

*58. Joint Job Evaluation Plan to Distribute 2½ Percent of Average Weekly Pay Roll for Elimination of Inequalities and Inequities. Disputes to Named Engineer*

The company agrees that in addition to the increase provided for in the paragraph next preceding, it will, effective as of [date] increase rates of pay in the manner hereinafter set forth in this paragraph, by expending weekly, for the number of employees in the bargaining unit on [date] a sum equal to 2½ percent of the average weekly pay-roll of the bargaining unit during the 4-week period ending [date]. The aforementioned sum shall be first applied to the increase of such rates of pay, both piece and hourly, as have to be increased for the purpose of eliminating inequalities and inequities, and the balance, if any, remaining shall be distributed by increasing the rates of all employees in the bargaining unit (whose number shall be deemed to be the number in the bargaining unit as of [date] by an equal percentage. In order to accomplish the foregoing purpose, a joint committee of the company and the union shall engage in a scientific job evaluation under rules and procedures to be agreed upon between the parties. In the event of any disagreement between the company and the union in regard to any matter covered by this paragraph, the matters in dispute will be submitted for final and binding decision to [name of firm], or, if he is not available, by such other engineer experienced in the field of job evaluation as may be jointly chosen by both parties. The results of the job evaluation shall be incorporated into the rate, wage and job structure of the company. It is, however, distinctly understood and agreed that in the distribution of the 2½ percent no existing rate shall be reduced either by the parties or by any person to whom any matter is submitted hereunder for decision.

*59. Job Evaluation Plan Incorporated by Reference*

The job evaluation plan in use by the employer and the labor grades and rates are attached hereto and made part of this schedule. The job evaluation schedule and plan shall not apply to employees of the foundry division. A list of foundry rates are attached hereto and made a part hereof.

## EVALUATING NEW AND CHANGED JOBS AND HANDLING EVALUATION DISPUTES

**60. *Company To Establish Job Evaluation Plan for Evaluating New and Changed Jobs***

An equitable wage rate plan will be scientifically developed by the company for all wage job classifications through the recording of the elemental values of each separate job and their fair evaluation in reference to the elemental values of every other job. This plan, when in effect, will be used for evaluating new jobs, including jobs basically changed by simplification or improved methods.

When job evaluation, as above outlined, results in wage brackets lower than prevailing rates then paid for the job it is not the intention of the company to reduce the prevailing base rates of employees currently working on such jobs.

**61. *Company To Evaluate New and Changed Jobs***

When the content of a job is changed as the result of a change in method, production, tools, material, design, or production conditions, or when a new job is created, the company shall evaluate and classify the job in accordance with the job evaluation and classification plan then in existence.

**62. *Company Evaluates New Jobs; Disputes Arbitrable. Decision Retroactive to Date Employee Started on Job***

Job specification covering the duties, responsibilities, classification requirements and working conditions of new jobs shall be established and extended to additional sites or jurisdictions by the company as is required by the introduction of new work or by the normal change of operations in the plant. In the event that employees or the union are in disagreements with the evaluation of the company on any new job, the complaints will be handled through the grievance procedure, including arbitration. Pending settlement of the dispute, the classification established by the company shall remain in effect. The classification finally determined shall be applied retroactively to the date of employment in, or transfer to, such job.

**63. *Evaluation of New or Revised Job by Employer; Copy to Union Which May Request Joint Study. Disputes go to Third Step of Grievance Machinery***

If a new occupation is established, or if there is a substantial change in an existing occupation subsequent to the date of this agreement requiring its re-evaluation, the new or changed occupation will be evaluated and classified into its proper labor grade by the employer, in accordance with the—evaluation plan. The rate for such new or changed occupation shall go into effect immediately upon its classification. At the same time a copy of such new or changed job description and evaluation will be promptly submitted by the employer to the union for review. At the request of the employer or the union it will be jointly studied.

If the union disagrees with the classification, this will constitute a grievance, which may be taken up directly with the third step grievance committee within not more than thirty (30) days from the date on which the employer delivered said job description and evaluation to the union, unless additional time is mutually agreed upon.

**64. *Evaluation of New or Revised Jobs Negotiated With Union Before Taking Effect***

The company agrees to furnish the union with full details of its job evaluation plan, including copies of the job evaluation details covering rates and job descriptions of all present classifications affecting employees in the bargaining units, and further agrees to submit the job evaluation of any new or revised job classi-

fication involved in the bargaining units to the union for negotiation and agreement, before its incorporation into the existing wage and classification structure of the company.

**65. *Job Evaluation Committee for New Jobs Includes Foreman, Union Representative, Time-Study Man, and Personnel Officer***

New jobs will be evaluated by a committee consisting of the foreman of the department, a representative of the union, a time-study man from each plant, and a representative of the personnel department. The union will submit to the company a list of five men from each plant whom they feel are qualified for this work and the company will select the man from this list to serve in each plant. The company may reject all five and call for a new list. When a vacancy occurs the new union representative will be chosen in the same manner.

**66. *Permanent Joint Job Evaluation Committee To Act on Establishment of New Jobs; Disputes Arbitrable***

There shall be a continuing joint job evaluation committee consisting of eight (8) persons, four (4) designated by the union including at least one (1) representative from each of the local unions and four (4) by the employer. The employer shall designate an individual to act as secretary of the joint job evaluation committee. Where a new job is established, the secretary will develop a job description and evaluate such job by using the joint job evaluation manual. The job description and evaluation of new jobs shall be submitted for approval to the joint job evaluation committee. The employer's and the union's designees on the joint job evaluation committee shall each vote as a unit on any matter that comes before the committee. In the event of a disagreement on any matter before the committee, including the question of whether a new job has been or should be established, the matter shall be finally determined by arbitration under the terms of arbitration machinery set forth in article VII, section 2, in this agreement. Such other rules and regulations for the procedure of the joint job evaluation committee shall be mutually developed by the parties as the necessity therefor arises.

**67. *New and Changed Jobs Evaluated by Tripartite Committee; Disputes to Grievance Machinery***

It is mutually agreed that all hourly rates will be based upon the job evaluation plan now in effect. This plan, its use and application, together with all intermediate calculations, is described in "Job Evaluation Manual."

All new jobs, or changes in old jobs, are subject to evaluation. Approved job descriptions are submitted to committee members prior to evaluation meetings. Evaluations are made only by the committee of five (5) members, as follows:

- Two labor representatives.
- Two management representatives.
- One technical coordinator.

The evaluations of the committee are accepted by both management and the union. Any challenge of these evaluations will be through the regular grievance procedure.

**68. *Procedure: Department Head; Joint Job Evaluation Committee; Technician—Arbitrator***

It is agreed between the union and the company that grievances arising from job evaluation and job classification will be handled in the following manner:

- (a) A grievance of this nature will be handled in accordance with the grievance

procedure article IV, section 4, through step 1 [written presentation of grievances to department head].

(b) If the grievance is not settled under step 1 within five working days, the grievance will be referred to the [joint] job evaluation committee.

(c) If for any reason the job evaluation committee cannot agree upon the case before then a fifth party shall be called in from the Technical Staff, U. S. Conciliation Service, Department of Labor, whose decision will be final and binding on both parties.

**69. *Special Procedure for Evaluation Grievances***

Any member of the union who feels aggrieved by the application of the job-evaluation plan shall present in writing within thirty (30) days of the publication of the evaluated rate to the business representative of the union the reasons for his grievance. The business representative shall make a proper investigation of the allegations and shall make a report to the [union] job-evaluation and standards committee which shall then consider the case and accept or reject it. If the committee accepts the case it shall then be presented to the director of industrial relations for a review before the joint management-labor committee and this committee shall consider the case. If a change of rate is recommended the director shall refer it to the management for final action.

In the event that there is a disagreement between the union and the employer, the matter will be handled by the procedure provided under article V, sections "c" and "d" of this agreement. [Grievance and arbitration.]

**70. *Failure by Company to Evaluate New or Changed Job Constitutes Grievance. Change Retroactive to Date Grievance Filed***

Failure on the part of the employer to evaluate a new occupation, or to re-evaluate an occupation in which there has been a substantial change subsequent to the date of this agreement, will also constitute a grievance. If, as a result of such a grievance, a new occupation is classified, or a changed occupation is reclassified the rates for such new or changed occupation shall go into effect as of the date on which such grievance was first submitted in writing.

**71. *Revised Rate Retroactive to Date Original Rate Established. Time Limit on Evaluation Grievances***

If a new position is established or if there is a change in an existing position such will be evaluated and placed in the proper position grade by the company in accordance with the job evaluation plan. The rates for such new or changed position would then go into effect immediately upon new classification. After such new or changed position has been so classified and the new rate range is put in effect, there will be a review between the company and the union jointly. If after such review the union disagrees with the classification it will constitute a grievance to be handled in steps 3 and 4 of the grievance procedure as provided herein. If the rates for the new or changed position are revised as the result of the settlement of a grievance, as provided above, the revised rates will be retroactive to the date when the new rates were established. All grievances under this section must be presented to the management within 30 days from the date on which the new rate range was submitted to the union.

**RATE STATUS OF INCUMBENTS WHEN JOBS ARE EVALUATED BELOW PRESENT SCALE**

**72. *No Reduction in Rate of Incumbent if Job Rate Out by Evaluation***

When job evaluation, as above outlined, results in wage brackets lower than prevailing rates then paid for the job it is not the intention of the company to reduce the prevailing base rates of employees currently working on such jobs.

**73. *Rate of Job Incumbent Raised if Job Rated Up; No Wage Cut if Job Rated Down***

It is understood that any classification carrying a lower rate than at the present time shall not be put into effect for employees now employed in such classifications, and, if any classifications carry a higher rate than at the present time, then the employees now employed in such classifications shall receive an increase accordingly, the same to be effective as of the date of approval of such classification.

**JOB CLASSIFICATION AND RECLASSIFICATION**

The question of job classification must be distinguished from job evaluation. Classification problems arise out of the claim by an employee (or group of employees) that he is not placed in the correct job or occupation or pay level or grade within an occupation. Evaluation problems stem from complaints that a job or an occupation is not given the proper point value or is not correctly "slotted" in relation to other jobs or occupations in the plant. Evaluation deals with the nature of the job, irrespective of the workers who may be assigned to it. Classification deals with individuals or groups of workers who are assigned to a job, which may or may not have been evaluated.

Rules governing the classification of new jobs or reclassification of old or changed jobs are often stipulated in agreements.<sup>2</sup> Such classification may be made by management alone or by management and union jointly. The union may reserve the right to challenge individual classifications through the grievance or arbitration procedure. Some agreements give the union the right to review classifications as they are established, or be consulted or merely notified of any newly established classification. Where arbitration is applicable to classification or reclassification disputes, the scope of the arbitrator may be limited to determining whether or not an employee is correctly placed within the established classifications.

**74. *Company Determines Classification or Position Within Rate Range. Disputes to Grievance—Arbitration Procedure***

It shall be the function of the company to make initial determination of a salaried employee's position within the established rate range for the occupation to which he or she is assigned. It shall also be the function of the company to make the initial determination of the classification of an employee according to the work performed and the job content or job description. Should any grievance arise as to whether an employee is properly rated within the established rate range for the position to which he or she is assigned or as to whether an employee is properly classified based on the established occupational description and the employee's duties, such a matter shall constitute a grievance to be handled in accordance with the grievance procedure contained herein including, if necessary, step 5 thereof [arbitration].

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<sup>2</sup> See Bulletin 908-3, "Incentive Wage Provisions; Time Studies and Standards of Production," for clauses dealing with the establishment or revision of piece and incentive rates and union participation in timing or retiming jobs and in setting production standards.

**75. *Notice to Union of Job Classification Changes. Disputes to Grievance—Arbitration Procedure***

The union will be notified of all proposed changes in or additions to the job classifications. Disagreements or disputes concerning such changes or additions shall be subject to the grievance and arbitration procedure.

**76. *Classification Rate Ranges: Company Sets Range, Explanation to Union Wage Committee; Installs Rate Range. Grievances Unless Union Committee Approves Range***

When a new job classification is established or a significant change is made in an existing job classification after the effective date of this agreement, a rate range shall be established for such job classification which bears a fair relationship to the rate ranges of other job classifications in the bargaining unit.

The procedure for installing a rate range for a new job classification, or for an existing job classification in which there has been a significant change, shall be as follows:

(a) The company shall determine the rate range.

(b) The rate range determined by the company shall be explained to the wage committee of the union, consisting of not more than three employees, with the object of obtaining its agreement on the installation of such rate range.

(c) The company may install the rate range.

(d) If the rate range is installed, a grievance may be presented (except when the rate range is installed with the agreement of the wage committee of the union) alleging that the rate range does not bear a fair relationship to the rate ranges of other job classifications in the bargaining unit.

**77. *Initial Classification by Company; Joint Study; Grievance Procedure if Disputed. Retroactivity Established***

If during the life of this agreement a new occupation is established or if there is a substantial change in method or process in an existing occupation, the new or changed occupation will be classified by the employer in accordance with the principles used in arriving at the present rate structure. After such new or changed occupation has been classified it will be promptly studied jointly by the employer and the union. If after such study, the union disagrees with the classification this will constitute a grievance to be appealed through the grievance procedure. The rate for a new or changed occupation will go into effect at once upon its classification by the employer. If the rate is later changed as a result of joint study with the union or the settlement of a grievance as provided above, the change rate will be retroactive to the date when the new rate was established or changed.

**78. *New and Revised Job Classifications: 30-Day Trial Period; Company Assigns Labor Grade; If Disputed, Referred to Industrial Engineer***

The union and the company agree that whenever new job classifications are created or when the job content of a job classification currently contained in appendix A has been so changed as to warrant its being slotted into a different labor grade, the agreed plan of job evaluation, a copy of which is annexed hereto as appendix B and made a part hereof, shall be the means by which the proper labor grade of the new or changed job classification is to be determined.

(a) When a new job classification is created, the company shall establish a temporary rate for such new job classification for a period of thirty (30) days, during which period the company will study it and by means of said agreed plan of job evaluation assign it to the appropriate labor grade. At the end of the



thirty (30) day period, the job will carry the rate range of the labor grade into which it has been slotted in accordance with said agreed plan of job evaluation.

(b) In the event that the company and the union cannot agree upon the labor grade into which a new or changed job classification shall be slotted in accordance with the agreed plan of job evaluation, the dispute shall be referred to an independent industrial engineer mutually agreeable to the company and the union, who shall determine, solely by application of said agreed plan of job evaluation, the labor grade into which such job classification contained in appendix A or such new or changed job classification shall be slotted. The fees and expenses of said engineer shall be borne equally by the company and the union. After July 16, —, all job classifications contained in appendix A not previously protested by the union shall be deemed to be slotted into the proper labor grade in accordance with the agreed plan of job evaluation.

(c) If the parties cannot agree upon an independent industrial engineer, they shall request the Federal Mediation and Conciliation Service to submit a panel of seven (7) independent industrial engineers who are familiar with the \* \* \* plan of job rating, and the company and the union shall each have the right to strike three (3) names from said panel and the Federal Mediation and Conciliation Service shall designate one of the unstricken names to act as the independent industrial engineer. The decision of said independent industrial engineer shall be final and binding upon both parties.

*79. Rate and Duties of New Classification Jointly Determined*

In the event any new classifications are established during the period of this agreement, the rate to be paid for that classification and the duties thereof shall be adjusted by mutual agreement between the company and the union.

*80. Joint Committee Studies New Classifications and Reports to Grievance Committee*

Matters involving new job classification rates will be investigated by a panel consisting of president of local, his two appointees and company representatives. The results of such investigation shall be reported to grievance committee at step 4 [prior to last step of procedure, excluding arbitration].

*81. Individual Wage Rate and New Job Classification Adjustments Considered by Joint Committee. Procedure Outlined. No Arbitration of Revision or Establishment of Wage Rates*

Individual wage rate and new job classification adjustments may be considered by a joint wage rate adjustment negotiating committee consisting of three members to be appointed by the union and three members to be appointed by the company. The joint committee shall consider adjustment in accordance with the following formula :

1. Whenever the duties, responsibilities, or other job content of any job classification have changed, either party to this agreement may request a meeting with the other for the purpose of arriving at a satisfactory adjustment in rate for the same.

2. Whenever a permanent new job is created, the company may at its discretion, establish a temporary rate for such work and within thirty (30) days shall negotiate with the union a permanent rate which shall be retroactive to the date the new job was started.

3. Rates established under this section shall be in balance with the prevailing rates for similar work in the plant covered by this agreement and in the flour milling industry throughout the local area.

4. In no event shall the establishment of a rate hereunder necessitate a change in the rate of any other classification.

5. Nothing contained in the agreement shall be construed to permit the arbitration of any question relating to the establishment or revision of wage rates.

**82. *Joint Determination of Military Service Experience in Comparable Work for Salary Rating***

The [union] and management shall designate a committee to deal with the evaluation of the experience in newspaper work, or any work comparable to newspaper work, acquired by an employee in the course of military service under section 1 of this article. This committee shall endeavor to credit such employee with the experience rating and salary commensurate with such acquired experience. In the event of disagreement, the dispute shall be subject to the operation of the grievance procedure in article XX, established by this agreement.

**NOTE.**—This clause is taken from an agreement covering newspaper editorial and office workers in which classified minimum wages are based on experience and previous employment is counted as experience in computing an employee's present wage.

**83. *Claim of Misclassification Grievable***

If either party claims that an employee has been classified into an occupation other than the one he is performing, this will constitute a grievance.

**84. *Claims of Misclassification Subject to Grievance Procedure. Job Content Basis for Decision***

Any dispute arising as to the question of proper classification of an employee will be subject to the grievance procedure.

It is understood in determining the question of proper classification that the content of the job shall be the basis for determining whether or not the employee is properly classified.

**85. *Employee May Contest Rate of New or Changed Job Within 30 Days, any Change Made Retroactive to Time Original Rate was Set***

When and if from time to time the company, at its discretion, establishes a new job or changes the job content (requirements of the job as to training, skill, responsibility, effort and working conditions) of an existing job to the extent of one full job class or more a new job description and classification for the new or changed job shall be established in accordance with the following procedure :

(a) Management will develop a description and classification of the job in accordance with provisions of this agreement between the parties hereto.

(b). The proposed description and classification will be submitted to the grievance committee for approval and the standard wage scale rate for the job class to which the job is thus assigned shall apply.

If management and the grievance committee are unable to agree upon the description and classification, management shall install the proposed classification and the standard wage-scale rate for the job class to which the job is thus assigned shall apply. The employee or employees affected may at any time within thirty (30) days file a grievance alleging that the job is improperly classified under the job description and classification procedure. Such grievance shall be processed under the grievance and arbitration procedure in accordance with article X (adjustment of grievances) in the April 30, —, agreement and settled in accordance with the job description and classification provisions as provided for in the "Manual." If the grievance be submitted to

the arbitration procedure, the decision shall be effective as of the date when the disputed job description and classification was put into effect.

In the event management does not develop a new job description and classification, the employee or employees affected may, if filed promptly, process a grievance under the grievance and arbitration procedure, requesting that a job description and classification be developed and installed in accordance with the provisions of the "Manual."

*86. Special Procedure: Reclassification Request Submitted to Union Committee; Committee Notes Decision on Request and Forwards it to Company, Whether Decision is Favorable or Unfavorable. Disputes Referred to Grievance Procedure*

All requests for reclassifications of individual employees within the same job classification, whether made by an employee or by the company, shall first be submitted, through the line or departmental steward having jurisdiction over the employee involved, to the reclassification and rates committee of the union or to a regularly constituted subdivision thereof. It shall be the duty of such committee to examine each such application and to indicate thereon whether or not in its judgment the request for reclassification should be granted. On or before the 8th day of every month, during the term of this agreement, the reclassification and rates committee of the union shall submit all such applications to the company; on the 15th day of each month the company will consider the applications so submitted; and on or before the end of each month the company will notify the union as to which of such applications have been granted and which have been rejected. The rate for the new classification shall be payable effective on the Monday indicated on the reclassification form. Any reclassification that is rejected by the union or management shall be subject to the grievance procedure provided in article XVI. [The procedure outlined in this article stops short of arbitration].

*87. Rate on Individual Reclassification Limited to Minimum of Rate Range*

If an employee believes that by reason of his duties he is improperly classified, the problem may be handled as outlined in article II, and if it is determined on the basis of the company's job-evaluation program that the employee has been misclassified, such employee shall be properly classified. Any adjustment in salary made necessary by such reclassification shall be made only when the present rate paid the employee is below the minimum of the range established for the job classification by re-evaluation, and such adjustment shall be only to the minimum of the range established by the re-evaluation and made effective as of a date not earlier than the date the formal grievance was filed.

#### WAGE DIFFERENTIALS

It is generally recognized that within a plant there exist a great number of duties which call for varying degrees of workers' skill, experience, responsibility, physical and mental efforts, and numerous other requirements. These are recognized through wage rate differentials for jobs in the various occupational classifications within a plant.

Wage rate differentials, however, may be found based on factors other than those listed above. They may be based on sex, race, age or physical condition, differences in the product manufactured, the loca-

tion of the company, or differences in working conditions and hours of work. In some agreements such factors may be specifically or implicitly barred as bases for wage differentials.

#### EQUAL PAY CLAUSES

Sex or race differentials have, on numerous occasions, been condemned by both management and labor as destructive competitive practices tending to depress the whole wage structure within a plant, especially where men are displaced by women doing precisely the same work for lower wages.

The general principle of equal pay for equal work is recognized in many agreements, especially where men and women are employed on the same job or in the same department or on the same kind, or substantially the same kind of work.

Agreement clauses barring sex discrimination in wages may take the form of general statements, such as, for example, that "there shall be equal pay for equal work," or that "there shall be equal pay for equal quantity and quality of work," or that "there shall be equal pay for comparable work." Still another provision prohibits discrimination because of sex and/or specifically refers to rates of pay.

Some clauses support the equal-pay principle implicitly by providing the same entrance rates for inexperienced men and women; or the same automatic progression from entrance to base and higher rates; or by setting up wage rates on new products or new jobs based on job content without male or female designations.

Other equal pay clauses are hedged by qualifications. They may provide that downward adjustment of wages for female workers is allowable where lower performance or production standards must be established for female employees; that pay rates for female employees may recognize extra costs arising from extra supervision, extra set-up men, or other aid particularly because women are unable to do the heavy physical labor performed by men; or that rates of pay may be reduced in proportion to any changes made to make a man's job suitable to be performed by a woman.

Sometimes it is difficult to determine whether women workers are doing the same work as men or different work. Therefore agreements with an equal pay clause often provide that this issue shall be resolved through the grievance and arbitration procedure.

Wage differentials between men and women workers are provided under some collective bargaining agreements. In the absence of job descriptions and outline of job duties, it is virtually impossible to determine from a mere reading of the agreement whether these differential rates constitute a sex differential or whether they reflect different jobs. This is particularly true when those same agreements contain equal pay clauses of one type or another which appear to support the

conclusion that these differentiated rates constitute job rather than sex differentials.

Lower rates to women for similar sounding job titles or classifications may be due to dilution of the job, i. e., breaking it down into more simplified skills. In some plants, women have traditionally been assigned to a certain type of job. Women require extra assistance by reason of physical limitations on jobs also performed by men. In such instances, separate classifications have been established for male and female workers, reflecting differences in the degree of skill, effort, and job content required, even though they bear the same job title. In other instances, a rate differential may be established in recognition of other factors than quality and quantity of work; for example, rest period for women but not for men. It would therefore appear reasonable to conclude that in very many instances differential rates specified in union agreements connote differentials in skill and not sex differentials.

There are four main categories of clauses in which sex differentials apparently exist. These are: (1) different starting rates for men and women; (2) different plant minimum rates for men and women; (3) different occupational rates for men and women, and (4) slower progression from the minimum to the maximum of a rate range or smaller increments at each step of the progression for women than for men.

**88. Principle Adopted—No Discrimination on Basis of Sex, Race, Color, Creed**

Subject to the established automatic rate progression schedules of the company, persons performing the same kind of work shall receive the same rate of pay, irrespective of race, color, creed, or sex.

**89. Equal Pay for Equal Quantity and Quality of Work**

Any woman covered by this agreement shall be compensated at the same rate of pay as men employees doing the same kind of work. It is understood and agreed that "equal work" means work equal in quality, equal in quantity and equal in performance.

**90. Equal Pay for "Comparable" Quantity and Quality of Work**

Women working on jobs which are normally filled by men will be compensated in accordance with the principle of equal pay for comparable quantity and quality of work provided, however, that if any change in the job is made to make it suitable for women, the rates of pay for women on such jobs shall be the men's rates reduced in proportion to the change that results from an evaluation of the changed jobs.

**91. Women on Men's Jobs to Receive Same Piece Rate as Men**

If a woman is requested to work on a job designated as a man's job, she shall receive the same piece rate as the male operators receive.

**92. Job Content, Not Sex, Determines Rates**

There shall be no discrimination in wages based on sex or marital status. Wage rates and job classifications shall be based on job content and not on the sex of the worker.

**93. *No Break-Down of Men's Jobs for Establishment of Sex Differential***

All employees, male and female, shall receive equal pay for equal work. Women assigned to men's jobs shall receive the rates of pay equal to those received by men on these jobs. Men's jobs shall not be broken down, or classified or valued for the purpose of establishing sex differentials of any nature whatsoever. Women employees shall be given an opportunity to train or otherwise qualify for men's jobs before any new women are hired for such jobs.

**94. *Change from Woman's to Man's Job Only if Majority of Employees Involved Assent***

All jobs shall be designated as male or female before being timed and no female employee shall replace a male employee on any job unless she receives the same rate of pay as male employee was paid, unless the permission of the executive shop committee is first secured.

Where a complaint has been made by a female operator that her work is too fatiguing, the job will not be reclassified or changed to a male job except with the signatures of the majority of persons involved; however, the company reserves the right at any other time to reclassify or change any female job to male, and upon doing so agrees to pay the prevailing male rates for that class of work.

**95. *Numerical and Other Limitations on Transfer of Jobs Between Men and Women***

So long as jobs remain relatively unchanged as to working requirements, jobs which have heretofore been done by men shall be continued as men's jobs; and jobs which have heretofore been done by women shall be continued as women's jobs. However, where a significant change is made in the skill requirement of a job by the provision of changed tooling or equipment, or in the physical requirement of a job, or when a new job is first established, then the rate and the position of the job in either the men's or women's labor grade schedule may be established by the company. In the event the union disagrees on the labor grade established, then the matter shall be subject to the grievance procedure. In any event, no more than ten (10) types of changes, exclusive of new jobs, may be included under the provisions of this paragraph during the life of this agreement.

**96. *Dispute Over Equal Pay Principle Referred to Grievance Procedure***

Wage rates for women shall be set in accordance with the principle of equal pay for comparable quantity and quality of work on comparable operation. Any dispute arising as to the questions of quality, quantity, or comparability, as herein defined shall be settled within the procedural framework of the grievance provision in the agreement.

**97. *Equal Pay Except Where Unit Costs Are Increased***

Women employees fully performing work heretofore recognized as men's work will be paid the same hourly base and piece rates as men, except in cases where such rates increase unit costs. These exceptions will be studied and comparable rates established for women and men.

**98. *Equal Pay for Women on Men's Jobs After 5-Day Trial Period***

In the event women are hired in classifications of work previously performed by men, they shall receive the same rate of pay as men, provided after a five (5) day trial period they demonstrate their ability to perform work of a quality and quantity as previously performed by men.

**99. *Equal Pay Principle Stated. Women Put on Men's Job Paid Inexperienced Man's Starting Rate***

Where female employees do the same kind and amount of work as male employees in the individual tannery, they shall receive the same wages. When a female is employed on a job formerly performed by a male, her starting rate shall be the same as the starting rate for an inexperienced male; namely, 80 percent of the established job rate. She shall receive the established job rate when by mutual agreement she is qualified to perform the work, or in any event at the expiration of 3 weeks' work on the job, if retained on the job.

**100. *Joint Negotiation on Rate Where Women Do Less Than Men on Men's Jobs***

When and as it becomes necessary because of the shortage of manpower to employ women on jobs formerly held by men, the women are to be paid at the scheduled rate of the job, provided, however, that they fully perform the duties of that job. When and as it becomes necessary to employ women on jobs where they cannot fully replace the man, the rate is to be established by negotiation.

**101. *Differentials Permitted When Women Replace Men if all Tasks not Fully Performed or Labor Costs Increased***

The company agrees that any female employee assigned to an operation which has been or which is performed by men shall receive the same pay when she produces the same quality and quantity of work. The union agrees that an adjustment of wages for female employees is compatible with equal work where lower performance or production standards must be established for female employees; and that extra labor costs may be considered by the company and given pro rata weight in establishing an equitable rate of pay for female employees where the employment entails extra supervision, extra set-up men or other additional aid because of the impossibility or inadvisability of female employees undertaking heavy physical labor which has been established as a part of said job when performed by men.

**102. *Rates of Pay Based on Former Costs of Operation if Change in Job Content Requires Men to do Heavy Work***

The same rates of pay shall apply on all operations which were formerly performed by men and are now being performed by women employees unless there have been changes in job content whereby these operations require servicing by men employees, which were not required prior to such changes.

Where the job content has been changed which requires that men employees perform the heavier or more complicated tasks of the operation, the rates of pay shall be established on the basis of former costs of operation whereby men employees who perform these heavier or more complicated parts of operation shall receive rates of pay commensurate with the task performed, and the balance of costs of operations to be assigned to the rates for women employees. These costs to be based on a per piece or a per foot cost. The degree of service is to be negotiated by the company and union on all operations where women are employed.

**103. *Equal Pay Principle Modified by 5 Cent Differential Where Less Than Complete Man's Job Performed***

The company agrees to the policy of equal pay for equal work. When it becomes necessary to place women on work normally performed by men, they shall receive the established men's rate for the job, provided the women do one hundred (100) percent of the work formerly performed by the men. Women replacing men and who perform more than fifty (50) percent, but less than one

hundred (100) percent of the work normally performed by men shall receive five cents (\$.05) less than the men's rate.

**104. *Equal Pay Principle Modified by Differential: Men's Rate Minus Half the Differential Between Men's and Women's Plant Minimum Rate***

The company agrees to the policy of equal pay for equal work. Women replacing men on work normally performed by men, shall receive the established men's rate for the job, provided the women do one hundred percent of the work formerly performed by men. Women replacing men and who perform more than fifty percent, but less than one hundred percent of the work normally performed by men, shall receive the men's rate minus one-half of the differential between the factory minimum rate for male and female employees.

**105. *Detailed Provision for Pay of Women on Work Regularly Performed by Men.***

This and the following three sections apply only to cases of women performing work which on January 17, —, was being regularly performed by a man or men and which as performed by the woman is not materially different. (Under War Labor Board ruling of March 8, —, the company is not prohibited from setting up women's piecework jobs consisting of work formerly done by men when material changes in the job are made or when there is a change in method). Cases where jobs which on January 17, —, were performed by a man or men but which have been materially changed as performed by women are not covered by the following sections but by sections 20, 21, 22, 24, 50, and 51 of this agreement. [Setting hourly and piecework rates]. Cases covered by this and the following sections of this article are referred to below as "women on men's work."

Women on men's straight piecework or men's individual modified piecework or other men's work paid on an incentive basis will be paid according to male base rates except as provided in the following section.

Except as provided in the preceding section rates of pay to women on men's work will depend upon the woman's demonstration that she has attained the general level of proficiency of male operators in the work involved:

(a) Until the woman demonstrates that she has attained the general level of proficiency of males in the work involved she will be paid as follows:

(1) On modified piecework the hiring rate and the guaranteed hourly rate of a woman will be the same as those of a man in the same classification.

(2) On straight piecework pools the woman's sharing of points will be in the ratio of 90 percent of those received by a man.

(3) On modified piecework pools the woman's sharing of points will be in the ratio of 90 percent of those received by a man, and her emergency rate will also be 90 percent of the points per hour received by a man.

*Example:* A man and woman work together as a pool on modified piecework. The base is 50+50. In 8 labor hours each (16 man-hours) they earn 1,600 points.

Charge 8 hours worked to the man, and 90 percent of 8 hours or 7.2 hours to the woman, giving a total of 15.2 hours.

Divide 1,600 points by 15.2 hours=105.27 points each.

Credit the man with 105.27 points×8=842 points at 50 cents per C points=\$4.21 plus 8 hours at modified pay roll rate.

Credit the woman with 105.27 points×7.2 hours=758 points at 50 cents per C points=\$3.79 plus 8 hours at modified pay-roll rate.

(4) On individual straight piecework and on other men's work paid on an incentive basis and on men's straight hourly paid nonincentive work the



woman's starting rate will be 90 percent of the male starting rate. The maximum pay roll hourly rate of the woman will be 90 percent of the male informatory rate or job evaluation rate as the case may be. Pay roll hourly rate increases to the woman will be the same as to a man in the same classification.

(b) After the woman demonstrates that she has attained the general level of proficiency of males in the work involved all payments made to her will be on the same basis observed in paying males of comparable length of service in the classification.

(c) Time studies to set rates for men's work being performed by women will be made on male operators except as the company and the local union may agree to the contrary in a particular case.

Questions and disputes concerning application of any of the preceding three sections will be discussed by the company with the local union wage rate and grievance committee, and, where necessary, disposed of through the grievance procedure.

#### 106. *Differential in Piecework Guarantee Subject to Equal Pay Principle*

Prior to the completion of a learning period on any job, probationary female employees shall receive seventy-five cents (75¢) an hour, and probationary male employees shall receive eighty-nine cents (89¢) an hour.

After the completion of a learning period on any one job, minimum guarantees shall vary depending upon the method by which the employee is compensated whether piecework, standard hour plan, or hourly rated (day work) as follows:

(a) If compensated on a piecework basis, no female employee shall receive less than seventy-five cents (75¢) an hour, and no male employee shall receive less than eighty-nine cents (89¢) an hour.

(b) No employee compensated under the standard hour plan shall receive less than the base rate established for the particular job.

(c) No employee compensated on an hourly (day work) basis shall receive less than the hourly rate established for the particular job.

*Equal pay for equal work.*—It is agreed that there shall be equal pay for equal work, regardless of sex or age.

#### 107. *Sex Differential on Piecework Operations and on Guaranteed Minimum*

Male pieceworkers will receive \$1.27 per hour if the pieceworker is employed on production work that does not have a piecework rate.

Female pieceworkers will receive \$1.14½ per hour if the pieceworker is employed on production work that does not have a piecework rate.

Female pieceworkers shall receive \$1.14½ and male pieceworkers shall receive \$1.27 on all material that has to be reworked on which a piecework rate has not been set.

The rate paid for downtime will be \$0.90 for female pieceworkers and \$1 for male pieceworkers.

When employees are working on a job that has a piecework rate and do not make out they will receive \$0.90 per hour for female pieceworkers and \$1 per hour for male pieceworkers.

#### 108. *Different Starting Rates for Men and Women*

All new male employees without previous experience shall receive a minimum of one dollar and two cents (\$1.02) per hour.

All new female employees without previous experience shall receive a minimum of ninety-one and one-half cents (\$0.91½) per hour.

**109. Different Starting Rates for Men and Women. Equal Pay Principle Stated**

Minimum hiring rates for straight hourly paid employees (except apprentices, office boys and handicapped workers) will be one dollar (\$1) for male and seventy-five cents (75¢) for female.

**NOTE.**—This agreement has a detailed set of clauses dealing with women on men's work. Differentials are permitted until equal proficiency is shown. The agreement then provides:

"After the woman demonstrates that she has attained the general level of proficiency of males in the work involved all payments made to her will be on the same basis observed in paying males of comparable length of service in the classification."

**110. Different Plant Minimum Rates for Men and Women**

It is agreed that each female employee shall be guaranteed and shall receive for each day's work no less than seventy-five cents (75¢) multiplied by the number of hours worked on that day. It is agreed that each male employee shall be guaranteed and shall receive for each day's work no less than eighty-five cents (85¢) multiplied by the number of hours worked on that day.

**111. Different Occupational Rates for Men and Women**

The minimum wage or salary per month payable under this agreement shall be as follows.

For senior male embalmers (who have been employed more than two (2) years as a California licensed embalmer), not less than \$285.

For senior female embalmers (who have been employed more than two (2) years as a California licensed embalmer), not less than \$230.

For junior male embalmers (who have been employed less than two (2) years as a California licensed embalmer), not less than \$215.

For junior female embalmers (who have been employed less than two (2) years as a California licensed embalmer), not less than \$190.

For male registered apprentice embalmers, not less than \$130.

For female registered apprentice embalmers, not less than \$115.

**112. Slower Progression From Hiring to Job Rate for Women Than for Men. Equal Pay Principle Stated**

*Progression schedule by which the hourly rates of female employees are increased from hiring rate to job rate*

FEMALE JOBS		
Job rate	Rate during first month	Months of service to reach job rate
\$1. 18½	\$0. 93½	9
\$1. 23½	. 93½	11
\$1. 28½	. 93½	13
\$1. 33½	. 93½	15

*Progression schedule by which the hourly rates of male employees are increased from hiring rate to job rate*

MALE JOBS		
Job rate	Rate during first month	Months of service to reach job rate
\$1. 18½	\$1. 08½	3
\$1. 23½	1. 08½	5
\$1. 28½	1. 08½	7
\$1. 33½	1. 08½	9

**NOTE.**—This is an adaptation from a clause which lists the increments by months of service.

Rates of pay for female employees will be based upon the established rates for the work performed. In placing women on men's jobs, where women perform jobs which are the same as those performed by men, equal pay will be provided for equal quantity and quality of work.

Where jobs normally performed by men are changed to make them suitable for women, these changed jobs will be evaluated and classified. Any disagreement resulting from such evaluation and classification shall be handled through the established grievance procedure. When requested in such grievance procedure, the job description and evaluation will be displayed and explained to the grievance committee.

113. *Smaller Increments Within Rate Range for Women Than for Men*

Female employees on time work jobs shall be guaranteed at least the following minimum hourly wages based on length of service with the company, except sweepers.

(a) Starting—eighty-five cents.....	\$0. 85
(b) Four weeks to eight weeks—eighty-seven one-half cents..	. 875
(c) Eight weeks to sixteen weeks—ninety cents.....	. 90
(d) Sixteen weeks to twenty-four weeks—ninety-three cents..	. 93
(e) Over twenty-four weeks—ninety-five cents.....	. 95

Male employees on time work jobs shall be guaranteed at least the following minimum hourly wages based on length of service with the company.

(a) Start—eighty-seven cents.....	\$0. 87
(b) Four weeks to eight weeks—Ninety, one-half cents.....	. 905
(c) Eight weeks to twelve weeks—ninety-four cents.....	. 94
(d) Twelve weeks to sixteen weeks—ninety-eight cents.....	. 98
(e) Over sixteen weeks—one dollar and one cent.....	1. 01

[NOTE.—The rate range for women is 10 cents; for men, 14 cents.]

114. *Minors Paid Less Than Minimum Rate for Adults for 30 Days. Rate Differential for Boys and Girls*

The minimum wages for boys and girls working under permit from the State Department of Labor and Industries shall be as follows:

For the first thirty (30) days of actual work performed:

Boys.....	\$0. 92 per hour.
Girls.....	. 82 per hour.

Thereafter, adult wages shall be paid.

This provision shall apply only during the period when such boys and girls have not attained eighteen (18) years of age and are seasonal employees.

DIFFERENTIALS FOR OLDER AND HANDICAPPED WORKERS

Some agreements contain or provide for lower than regular wage rates in the case of aged and handicapped employees who cannot produce a normal amount of work. In order to protect the union regular scale, the special lower rate may be specified in the agreement, or in the working rules. More frequently unions assume the responsibility in negotiating appropriate rates as cases arise. In still other agreements, a minimum rate may be set below which the wage of the substandard workers cannot fall. The number or percentage of

handicapped workers may also be limited. Other agreements provide that workers injured on the job may be transferred to work they are able to perform with their pay directly related to the wage they earned before the injury.

*115. No Wage Differential on Basis of Age*

There shall be no wage differential between employees performing substantially the same quantity and quality of work on comparable operations, because of race, sex, or age.

*116. Minimum Rate Set for Aged or Handicapped Workers.*

Superannuated or physically disabled employees who, after the date of this contract, are transferred to or hired in this classification shall receive a rate to be mutually agreed to by the company and the union which rate shall not be below one dollar and one cent (\$1.01) per hour.

*117. Aged Workers May Set Own Hourly Rates, Subject to Union Approval*

Superannuated members shall have the right to set their own minimum hourly rate of wages subject in all cases to the approval of the local.

*118. Handicapped Employees May be Employed at Lower Rates*

Nothing herein contained shall prevent the employment of incapacitated or superannuated employees at rates or on a basis below those provided for employees not similarly handicapped.

*119. Aged Employees Paid Rate Commensurate With Work and as Agreed to by Parties*

An aged or other employee who gives long and faithful service in the employ of the company and has become unable to handle his or her assigned work to advantage, shall be given every consideration for such other work as may be available, which the employee is able to perform, at a rate per hour commensurate with the value of the service performed and as agreed to by the parties hereto.

*120. Specified Wage Below Minimum Set for Handicapped Workers. Limit on Proportion of such Workers*

It is further agreed that in any event 20 percent of the employees of any department of any shop, weekwork or piecework, may receive less than the minimum scales above provided for, but in no event less than \$22 per week. Said 20 percent shall include superannuated or physically defective employees or apprentices who may be employed in the shop. The term "apprentice" shall apply only to the employees employed 6 weeks or less in the industry.

*121. Transfer of Handicapped Worker: Rate of New Job if Higher; if Lower, One-Half Difference Between Regular and New Job Rate*

Any employee who has become unable to perform his regular work to advantage after ten (10) years' faithful service, or because of injury suffered in the regular course of employment by the company, shall be given preference of other work he is capable of performing. His rate of pay shall be as follows: if he is transferred to a position that carries a higher rate of pay, he shall receive the higher rate, but if he is transferred to a position that carries a lower rate, he shall receive the lower rate plus one-half ( $\frac{1}{2}$ ) the difference between the lower rate and his regular rate.

*122. Employees Transferred Because of Industrial Injury Paid Rate of Former Job for 6 Months*

Employees partially incapacitated as a result of industrial accident or disease incurred during their employment with the company and not able to perform their regular job may be transferred to work they are able to perform and shall be paid not less than their basic hourly rate of pay of job from which transferred for a period of not to exceed six (6) months after which their rate shall be adjusted to established rate of job to which assigned.

DIFFERENTIALS BASED ON PRODUCT OR LOCATION OF PLANT

Agreements covering a number of employers in a single industry, but engaged in different classes or types of work, sometimes contain different wage scales. These aim to reflect the grade of work or service rendered by the employer, and, indirectly, his ability to pay higher or lower scales of wages. Hotels and restaurants, for example, may be classified according to their type of business; moving-picture theaters, according to their seating capacity, location, and types of pictures exhibited.

The differential may be based on a price variation in the line of goods produced. In the needle trades, for example, agreements may provide higher wages for employees who work on higher priced garments than for those turning out lower priced goods.

The differential may also be determined by the location of a plant, especially where agreements are negotiated for a whole industry or a company with many scattered plants. The wage scales in such cases may vary with established practices, with living costs in particular communities, and other factors.

*123. Gradual Narrowing but not Elimination of Differential for Branch Plants*

It is mutually agreed between the company and the union that the following differentials between the company's [city] plant and the company's branch plants located in smaller cities and towns in the [area], applying to time work rates and piecework base rates, will be recognized:

(a) First year of operation—branch plant rates approximately fifteen percent (15%) lower than [city].

(b) Second year of operation—branch plant rates approximately twelve percent (12%) lower than [city].

(c) Subsequent years of operation—branch plant rates approximately ten percent (10%) lower than [city].

It is understood that "approximately" means "to the nearest half cent."

It is also understood that the fifteen percent (15%) differential will not apply to plants started prior to August 1, —.

The union agrees that the differentials herein recognized will be maintained and that this clause will be carried forward into future contracts unchanged.

*124. Differential Based on Location of Plants Reduced*

The minimum and maximum of the wage range for each job classification shall be the minimum and maximum of the range as they existed on October 27, —. No employee will at this time, or under any of the other provisions of this agreement, be increased to a rate in excess of the maximum of his job range. The

differential in the hourly rates of pay between employees of the [city] district and employees of other districts will be changed as of October 27, —, from five cents to two and one-half cents per hour.

**125. *Ten Percent Less for Workers in Some Crafts Outside New York City***

Workers in the city of New York employed on garments sold above \$3.75 shall receive not less than the following minimum wage scales for a 35-hour week.

Workers employed outside of New York City on garments sold above \$3.75 shall receive a minimum wage scale not to exceed ten percent (10%) less than the wage scales hereinabove enumerated for the various crafts in New York City. Cutters and graders, samplemakers, and cleaners and pinkers shall receive the same minimum wages as those provided for above for workers employed in New York City in the same crafts.

**126. *Lower Rate for Workers on Low-Priced Garments***

Regarding the scale of prices for workers in the city of Chicago employed on garments sold for \$3.75 and below—such workers shall receive not less than fifteen percent (15%) below minimum scales set forth in this agreement for a full week's work.

DIFFERENTIALS FOR PART-TIME AND TEMPORARY EMPLOYEES

A wage differential, usually higher than the regular rate, may be established in industries where the nature of the work requires that some employees be hired on a part-time basis or for less than a full week.

**127. *One and One-Quarter Times Base Hourly Rate for Permanent Part-Time Employees Working Up to 24 Hours Weekly. Work After 24 Hours, Whether Overtime or Regularly Scheduled, Paid at Base Rate***

The base wage for all regularly employed employees employed on a permanent part-time basis of 24 hours or less shall be one and one-quarter times the base hourly wage, and any excess hours worked by such part-time employee beyond 24 hours, shall be paid at not less than the hourly wage which a new full-time employee is required to be paid after the 15-day [trial] period referred to in section 5 of this agreement.

The base wage for any regularly employed employees employed on a permanent part-time basis in excess of 24 hours per week and less than the hours fixed for such classification shall be for such hours worked above 24 not less than the hourly wage at which a new full-time employee is required to be paid after the 15-day period referred to in section 5 of the agreement.

**128. *Higher Rate for Employees Regularly Working Shorter Number of Hours Per Week***

There shall be two rates of pay for employees covered by this agreement:

Employees who work less than forty-four (44) hours per week shall be paid ninety (90) cents per hour.

Employees who work less than forty-four (44) hours per week shall be paid ninety-five (95) cents per hour, provided, however, that in case an employee is sick, voluntarily laying off, or in a week having a holiday this rule will not apply.

**129. *Higher Rate if Working Part-Time Less Than 32 Hours Weekly; Regular Rate if Working 32 Hours or More***

All part-time employees working thirty-two (32) hours or more per week on a five (5) day basis shall be paid at the hourly rate specified in section 8 of this

contract. All part-time employees working less than thirty-two (32) hours per week on a five (5) day basis shall be paid not less than 10 cents per hour above the scale in the classification in which they work, provided, however, that part-time employees working twenty-eight (28) hours or less per week shall be permitted to work six (6) days per week without the payment of overtime on the sixth day.

*130. Part-Time Workers Paid Weekly Wages Proportionate to Regular Work-Week*

Any regular part-time employee shall be covered by all the provisions of this agreement except that all wage payments and other benefits shall be prorated in the ratio which the average working time of such employee bears to the regular workweek.

*131. Part-Time Workers Paid no Less Than Job Minimum*

The provisions of this agreement do not apply to part-time employees working less than 20 hours per week for the [employer], except that such employees shall be paid at not less than the minimum hourly rate for the classification in which they are employed.

*132. Temporary Workers Paid no Less Than Job Minimum*

Temporary employees shall be paid not less than the minimum hourly rate for the classification in which they are engaged.

### *Wages Paid Under Specified Conditions*

#### TRANSFER RATES

Most agreements contain clauses safeguarding employees against reduction of earnings when they are temporarily assigned to lower-rated work, except when the transfer is made in the employee's interest, as in the avoidance of lay-off. The rates applicable in such down-grading transfers vary with circumstances. On a temporary transfer to a lower-rated job, the employee generally continues to receive the regular rate of the normal job. The definition of a temporary transfer is usually included in the agreement. On a transfer to higher-rated work the employee usually receives the higher rate, sometimes with the qualification that his work must be satisfactory.

Some agreements make no distinction between transfer to jobs with higher ratings and those with lower ratings but differentiate only between changes made solely at management's request and those made in the employee's interest. Generally, an employee shifted from his regular work in the employer's interest receives a special rate or the higher of the two rates. On the other hand, if the transfer is made at an employee's request or to his advantage, he must usually take the rate of the new job even if it is lower; in such cases, however, he may be protected by a specified minimum.

Some agreements spell out the effective date of the rate change in the event of transfer: At the time of transfer; after a specified time; or after a given trial period.

Employees permanently transferred to a new job generally receive the rate of the new job. When the transfer brings a rise in pay, a

worker may be required to demonstrate his ability to do the job before receiving the higher rate. If a demotion is involved, he may be allowed to retain his former rate for a short time. Sometimes agreements contain detailed schedules stretching a necessary downward wage adjustment over a period of time.

If a range of rates rather than a single rate is paid on the new job, it becomes necessary to decide at what point within the range the employee starts if he is transferred. Agreements sometimes contain some sort of safeguard providing that the employee who is moved to a higher classified job shall not start at a rate below his previous existing rate. If the transfer is to a lower paid job, he may continue to receive his original rate or the maximum rate of the new job classification, whichever is lower.

#### TEMPORARY TRANSFERS

##### 133. *Temporary Transfer to Lower Rated Job—No Reduction Unless Regular Job Discontinued Indefinitely*

When an employee is temporarily transferred to a lower rated job, he shall receive his regular rate of pay. This does not apply to an employee whose regular job has been discontinued for an indefinite period. Temporary transfer shall be defined as not to exceed ten working days, unless agreed between the union and the company, to the contrary.

##### 134. *Transfer to Lower Rated Job—No Reduction for 60 Consecutive Days*

Any employee who is regularly assigned to a position and who is required to fill a position paying a lower rate, his rate shall not be reduced until after sixty (60) consecutive days.

##### 135. *Temporary Transfer to Lower Rated Job: No Reduction Unless Transfer Due to Health Condition Not Due to Job With Company*

Whenever an employee is temporarily transferred from a higher rated job to a lower rated job, he shall receive the higher rate of pay, unless he shall have been transferred to the lower rated job in lieu of being laid off, or condition of health, in which case, he will receive the lower rate of pay permanently provided, said condition of health was not a result of his employment in this company.

##### 136. *Temporary Transfer to Lower Rated Job: Top Rate of New Job or Present Rate, Whichever is Lower, if Transfer Due to Lack of Work or Demotion; Present Rate if Transferred at Company Request*

When an employee is transferred due to lack of work or as a result of demotion to a lower rated occupational classification, he will receive the top hourly wage rate of the occupational classification to which he is transferred or his present hourly wage rate, whichever is lower. When an employee is temporarily transferred to a lower rated occupational classification on the request of the company and there is work available on his regular occupation such employee shall continue to receive the same hourly wage rate that he would have received had he continued on his regular occupational classification. Such temporary transfers shall not exceed fifteen (15) working days and shall not be used to avoid the recall procedure. In the event of a transfer to a higher rated occupational classification, the employee shall receive his present hourly wage rate or the minimum hourly wage rate for that occupation, whichever is higher.



**137. *Temporary Transfer to Higher Rated Job: Paid Higher Rate***

When an employee of a lower classification is directed temporarily to perform work of a higher classification he shall receive the regular wage of the higher classification, but only while so engaged in such work.

**138. *Temporary Transfer to Higher Rated Job: Rate of Highest Paid Job for Day, Provided Employee Has Worked 4 Hours at the High Rate***

In the event of transfers, the highest rate for any job worked during such day shall be the rate paid for the full day, provided the employee has worked four or more hours in the day on such highest rated job.

**139. *Temporary Transfer to Higher Rated Job—Higher Rate if Qualified. Thirty-Day Limit on Temporary Transfers***

If an employee is required temporarily to perform work of a higher paid classification, he shall receive the wages of the position to which he has been assigned, during the period of the temporary transfer, provided however, that in the judgment of the company he has the experience and the ability to do similar work to that of an employee of the higher paid classification. In all cases where the employee lacks experience, the lower scale shall apply until such time as the employee is qualified. The period of temporary transfer shall not exceed 30 days.

**140. *Transfers at Employer's Request—Specified Rate or Rate of New Job, Whichever is Higher***

Where a mine worker is required by a mine official to leave his work at the face to perform other labor he shall be paid at the rate of \$ . . . a day. If he is called upon to perform labor where the scale rate is higher than \$ . . . , he shall be paid at the scale rate.

**141. *Temporary Transfer—Paid Rate of New Job if Transfer Not for Company's Advantage***

Any employee transferred temporarily to other work because of lack of work on his or her regular operation or for other reason not primarily or solely to the advantage of the company shall be paid at the rate of the work to which transferred.

**142. *Temporary Transfer—Rate of Pay Varies with Reason for Shift***

When an employee is temporarily assigned to a job other than his regular job for any of the following reasons, he shall be paid the job classification rate of the job to which he is assigned, plus any incentive earnings that he may earn on the job to which he is assigned.

- (1) When work on the employee's usual job is not available;
- (2) When the assignment is made at the request of the employee;
- (3) When the employee is physically incapable of performing his regular job; (this shall not be construed so as to deny an employee his rights under the workmen's compensation law of Pennsylvania);
- (4) When the transfer is the result of disciplinary action;
- (5) When the employee is working out of labor reserve;

When an employee is temporarily assigned to a job other than his regular job for any of the following reasons, he shall be paid the job classification rate plus the incentive earnings on the job to which he is assigned, or he shall be paid the job classification rate plus incentive earnings that he would have received had he worked instead on his regular job, whichever is higher;

- (1) When the employee is removed from his regular job and is temporarily assigned to another job and is replaced on his regular job by another employee;

(2) When the employee is removed from his regular job and is temporarily assigned to another job in the same seniority group and he is not replaced by another employee but the employee's regular crew continued to operate short-handed;

(3) When the employee is removed from his regular job and is temporarily assigned to a job in another seniority group, provided work is available to him on his regular job during such temporary assignment.

(4) When the employee is removed from his regular job and is temporarily assigned to work on another job, because his special skill and/or job knowledge, in the opinion of the company, will be required on the temporary assignment until such time as another employee can be trained.

The union undertakes for itself and the employee to cooperate with the company in cases where such temporary assignments are necessary to prevent interference with plant operations, to meet production schedules, or to do work caused by emergencies such as fire, flood, etc.

**143. *Rate of Original Job Paid During Temporary Transfer to Higher or Lower Rated Job***

If an employee is transferred to a higher or lower rated job for a definite period not exceeding thirty (30) days, he shall retain his rate current immediately prior to such transfer.

**144. *Temporary Transfer to Lower Rated Job, Retains Higher Rate; to Higher Rated Job, Receives Higher Rate***

Employees working temporarily on a lower rated job shall retain their higher rate of pay.

When an employee is transferred to a higher rated job, on either a permanent or temporary basis, he shall receive the higher rate of pay immediately.

**145. *Temporary Transfer to Higher Job, Paid Higher Rate for 1 Week; Temporary Transfer to Lower Job, Paid Higher Rate for 2 Weeks***

When an employee is temporarily transferred to a job paying a higher rate, he shall receive the higher rate of pay for 1 week but not longer, unless he is, in the opinion of the management, qualified to do the job.

When an employee is transferred temporarily from a higher to a lower rate of pay, the higher rate of pay shall prevail for a period of 2 weeks.

After the period set forth above, an employee shall be considered to be permanently transferred and the proper rate of pay for the job shall prevail.

**146. *No Pay Cut on Temporary Transfer Due to Industrial Illness***

Any employee changed to another job or classification because of any industrial illness shall not be reduced in rate of pay for the duration of such temporary transfer.

**PERMANENT TRANSFERS**

**147. *Temporary or Permanent Transfer at Employee's Request or to Avoid Lay-off—Paid Rate of New Job***

It is also mutually understood that an employee making a transfer at his own request, or an employee going to another job due to a lay-off from the work he regularly has been doing, shall be paid at the regular rate of the job to which he temporarily or permanently transfers.

**148. *Temporary and Permanent Transfer Pay Basis Differentiated***

In the event an employee is permanently transferred from a lower rated to a higher rated job, he shall within a week after such transfer, receive the minimum of the higher rated job or at least 5 cents above his former rate

of pay, whichever is higher. Employees permanently transferred to lower rated jobs shall receive their former rate or the maximum rate of the lower rated job, whichever is lower.

If an employee is temporarily transferred to a lower rated job, he shall continue to receive his regular rate of pay while doing the temporary work. If temporarily transferred for 5 hours or more to a higher rated job, he shall receive the minimum rate of the higher rated job or 5 cents above his regular rate, whichever is higher, while working the higher rated job.

**149. *Permanent Transfer to Higher Rated Job—Paid Higher Rate***

If the employee is permanently transferred to a higher hourly rated occupation he will receive the prevailing hourly rate in that occupation.

**150. *Permanent Transfer to Higher Rated Job—Paid Minimum Rate of New Job or Previous Rate, Whichever is Higher, After End of Workweek***

An employee transferred to a higher rated job shall work for the remainder of the workweek in which such transfer occurs at his previously existing rate and shall thereafter receive the minimum rate for the new job, or his previously existing rate, whichever is higher.

**151. *Transfer to Higher Rated Job—Paid Working Rate of Job for 15 Days Then Top Rate. No Delay if Previously Experienced at Top Rate***

When an employee is promoted or transferred to a higher paid classification, he will be paid the working rate of the new classification for fifteen (15) days after which he will receive the top rate. If he has previously worked on and at the top rate of the classification to which he was promoted or transferred, he will be paid the top rate immediately.

**152. *Permanent Transfer at Employee's or at Company's Request: Joint Determination of Rate Applicable***

When an employee in any department desires, and requests a transfer to another department, the company upon agreeing to said request for transfer will place the employee on the requested job. If said employee should be placed as a trainee, within thirty (30) days the company and the shop committee, taking into consideration the employee's prior shop experience, shall, by mutual agreement, determine a starting rate and shall place said employee at said rate agreed to between the starting rate of the classification to which he has been transferred to and his previous occupational rate. In no case shall transferred employees start the new classification at a higher rate of pay than that of his previous classification. The period for automatic increases shall start at the date of the transfer.

When an employee is transferred at the request of the company, said employee shall maintain his present occupational rate for thirty (30) days. Within said thirty (30) days, the company and the shop committee, taking into consideration the employee's prior shop experience, shall by mutual agreement determine a starting rate and shall place said employee at said rate agreed to between the starting rate of the classification to which he has been transferred and his previous occupational rate. The period for automatic increases shall start at the date of the transfer.

**153. *Transfer at Management Request—Rate of New Job or Average Earnings of Regular Job, Whichever is Greater***

When an employee is requested by management to work on a job other than his regular job he shall receive the rate of pay for the new job or his average hourly earnings for his regular job, as computed from the preceding pay-roll period, whichever is greater.

154. *Permanent Transfer to Lower Rated Job: Different Treatment for Jobs Within or Outside Classification Group. No Rate Change During Week in which Transfer Made*

An employee transferred to a lower rated job in his classification group shall work for the remainder of the workweek in which such transfer occurs at his previously existing rate and shall thereafter receive a rate determined by applying his position in the rate range for the previous job against the rate range for the lower rated job.

An employee transferred to an equally or lower rated job outside of his classification group which he has previously satisfactorily performed for the company shall work for the remainder of the workweek in which such transfer occurs at his previously existing rate and shall thereafter receive a rate determined by applying his position in the rate range for such job at the time such employee last worked therein against the current rate range for such job.

155. *Transfer to Lower Rated Job When Job Discontinued—No Pay Cut for 1 Year. Company May Disregard Seniority in Transferring Such Employee to Another Job Paying Higher Rate Than Job on Which Currently Working*

In the event of a job being discontinued as a result of a change in the manner of handling an operation, the employees affected will be treated in line with their company service rights. If, as a result of such change, an employee has to be transferred to a job paying a lower rate, he will be permitted to carry, on any job to which he might be assigned, the hourly rate that he has been receiving for a period of not more than 1 year from the date of the change. During that period, the company will attempt to place such an employee on a job paying his normal rate. It is understood that the company will be privileged, either before or after the end of the year's period, to place such an "out-of-line-rate" employee ahead of a senior employee, in filling any open jobs which pay a higher rate than the job on which such an employee is working at that time. The company will not require employees to change shifts in order to conform to this procedure.

156. *Permanent Transfer to Lower Rated Job for Discipline or to Avoid Lay-off: Lower Rate After 14 Days*

An employee permanently demoted, due to a reduction in force or for disciplinary reasons, will begin to receive not less than the minimum salary of the classification to which he is reduced 14 days after the date of such reduction.

157. *Transfer to Lower Classification to Avoid Lay-Off—After 1 Week, Paid Maximum of Rate Range of Lower Job*

It shall be the policy before laying off any employees to move them from one work classification to another, wherever consistent with the employee's experience and skill, but if not so consistent, then the employee may refuse such transfer and upon lay-off the employee shall retain his seniority. When employees are moved from a higher work classification to a lower, a rate reduction will be made to the maximum of the rate range to which the employees are transferred. When employees are transferred to a job or classification paying a lower rate, the change in rate shall not be made for at least one (1) week from date of transfer. It shall be the policy of the company to transfer such employees back to their original classification and restore their original rate before recalling or rehiring other employees for such work, and as soon as feasible after increasing hours. Employees who are temporarily transferred to another job or classification in connection with normal shop operations (to help out on another job or to take another employee's place while such employee is temporarily absent) shall not suffer a reduction in their hourly rate as a result of such transfer.

158. *Cushioning Allowance Schedule When Earnings Permanently Reduced by Transfer for Specified Causes*

5. *Procedure for effecting downward adjustment in earnings.*

5.1 When an employee's earnings, excluding the effect of night work bonus, 7-day coverage bonus and overtime allowance, are permanently reduced by any of the following causes, he shall be paid a cushioning allowance that will be gradually reduced so as to result in a reduction in earnings over a period not to exceed twelve (12) workweeks starting from date of notification to the employee of the impending change (which shall not precede the effective date of the change by more than 4 workweeks) or from the effective date of change if no advance notification is given.

Down grading due to lack of work, or

Formal transfer due to lack of work, except a transfer from one piecework assignment to another when the difference in earnings is 6 cents per hour or less, or

Consolidation of piecework groups or the inclusion of individual pieceworkers into a piecework group in accordance with paragraph 5.1 of article 15—piece rates, except when the difference in earnings is 6 cents per hour or less.

5.11 The schedule of reduction shall be as follows:

Period	Amount of reduction	
	Total prospective reduction of \$0.18 or less	Total prospective reduction over \$0.18
1st through 4th workweek.....	No reduction.....	No reduction.
5th through 8th workweek.....	Up to \$0.06.....	1/3 of total.
9th through 12th workweek.....	Up to \$0.06 additional.	Add 1/2 of total.
13th workweek and thereafter.....	Remainder, if any....	Remainder.

5.12 If a subsequent change involving a reduction in average total hourly earnings of an employee occurs during the period of a prior scheduled reduction, such additional reduction shall be superimposed on the one currently in effect so as to complete the additional reduction not later than the beginning of the thirteenth workweek following the effective date of the subsequent change.

5.2 Cushioning allowances payable for the first four workweeks per paragraph 5.11 shall be determined as follows:

5.21 Determine the earning rate of job *from* which changed as follows:

If daywork—use employee's standard hourly rate.

If piecework—use employee's total average hourly earning rate, based on the latest fiscal month for which earnings information is available at effective date of change.

5.22 Determine the earning rate of job *to* which change as follows:

If daywork—use employee's standard hourly rate.

If piecework—use employee's expected average hourly earning rate as of the effective date of change.

5.23 Subtract the earning rate of job *to* which changed (par. 5.22) from the earning rate of job *from* which changed (par. 5.21).

5.3 Cushioning allowances shall be applied to all time paid for during the applicable periods in paragraph 5.1, including absences approved for payment.

5.4 Night Work Bonus and 7-day Coverage Bonus shall not be applied to the cushioning allowance.

**5.5** The foregoing shall not apply to down-gradings or transfers resulting from the following :

5.51 Those made at the conclusion of a temporary upgrading such as vacation relief, replacement of absent employees, or business emergencies when the employee has been notified at the time of upgrading he would return to his former rate at the termination of his temporary upgrading (less than 6 months).

5.52 Those made due to inability of employee to perform the work assigned.

5.53 Those made for disciplinary reasons.

5.54 Those made at employee's request.

**159. *No Pay Cut When Transferred at Employer's Request***

No rate of pay shall be decreased as a result of a transfer at the request of the employer. However, any transfer made pursuant to the lay-off procedure (art. XII) shall not be deemed a transfer at the request of the employer.

**160. *Transfer to Higher Rated Job—Paid Old Rate or Mid-Point of New Rate Range, Whichever Higher. Transfer to Lower Rated Job—Assumes Same Relative Position in Lower Grade as in Former Grade***

If an employee is transferred to an occupation in a higher paying labor grade, he shall receive not less than his previous rate, or the mid-point of the new range, whichever is higher. If an employee is transferred to an occupation in a lower paying labor grade, he shall be placed in the same relative position in the lower labor grade which he had in the previous labor grade.

**161. *Permanent Transfer—Distinction in Pay Status of Piece and Time Workers***

When an employee is permanently transferred to another job, he shall receive pay as follows :

If the job is on a piecework basis he will receive the same rates of pay as others. If the job is on an hourly-rate basis he will be paid in direct proportion to the quantity and quality of his work in relation to the work of others in the department. His rates will be adjusted afterward as he improves until he gets the rates paid to others for full production.

OTHER TRANSFER PAY CLAUSES

**162. *Transfer Rate—Pay Basis Geared to Skill in Job to Which Transferred***

If an employee is transferred from one occupation to another in which he is skilled (except in case of reduction of forces) there shall be no change in rate, and his rate of progression thereafter, starting from the date of transfer shall be in accordance with schedule "A," and the date of his next increase shall be figured from the date of his last increase, provided, however, if his rate at the time of transfer is more than the top rate for the occupation to which he is being transferred, he shall thereafter be paid the top rate of his new occupation.

If an employee is transferred from one occupation to another in which he is not skilled (except in case of reduction of forces) he shall be transferred at a rate to be determined at the time, except that the rate shall not exceed eighty-five (85) cents per hour if it is necessary for the employee to be trained for his new occupation by attending the prescribed training course or taking the observation trainee course. His rate of progression thereafter, starting from the date of transfer, shall be in accordance with schedule "A" and the time for his next increase shall be figured from the date of his last increase.

**163. *Transfers: Relation of Job Rate to Rate Range and Automatic Progression***

Any classified employee transferred to another job in a higher classification in the same or another department shall be reclassified immediately, and shall receive the same rate of pay, or minimum rate of the new job classification,

whichever is the higher. The employee transferred shall continue to receive the regular automatic increases at the rate of 5 cents per hour for each 3 months of service until the maximum rate of the new classification is attained.

Classified employees who have reached the maximum of their job classification and have not received an increase for three or more months and who are transferred to another job in a higher classification in the same or another department shall be reclassified immediately. These employees shall receive an increase of 5 cents per hour over their current rate at the time of the transfer or the minimum of the new job classification, whichever is higher. They shall then receive 5 cents per hour increases automatically at the end of every 3 months from the time of reclassification until the maximum rate of the new job classification is attained.

Any classified employee transferred to another job in a lower classification in the same or another department shall be reclassified immediately and receive the same rate of pay, or the maximum rate of the new job classification whichever is lower. If the employee has been transferred at the same rate of pay, he shall continue to receive the regular automatic increase at the rate of 5 cents per hour for each 3 months of service until the maximum rate of the new job classification is attained. If the employee is transferred at the maximum rate of the new job classification, there will be no further increase as the employee is already at the maximum rate for the new job classification.

Classified employees transferred to another job in the same or another department, which job is in the same grade, shall continue to receive automatic increases the same as if he had remained on the original job.

Employees transferred to a position they formerly occupied shall return to the same relative position in the rate range at which they left.

#### 164. *Transfers: Relation of Job Rate to Rate Range and Merit Increases*

When an employee is transferred from one job to another due to lack of work, demonstrated lack of ability, or at his own request, his rate will be affected as follows:

(1) If his existing rate of pay is within the rate range of the new job, he will retain his existing rate.

(2) If his existing rate of pay is below the minimum rate of the rate range of the new job, his rate will be increased to the minimum rate of the new job.

(3) If his existing rate is above the maximum rate of the rate range of the new job, his rate will be the maximum rate of the new job.

(4) Any employee transferred to a job on which he has previously worked will take the last rate he received on that job, provided that such last rate is above his existing rate. If such previous rate is below his existing rate, there shall be added to such last rate the total of all merit increases received by such employee after leaving the job to which he is being retransferred, provided, that this new rate may not exceed the maximum of the rate range for that job.

#### 165. *No Pay Cut Because of Job Transfer*

There shall be no reduction in pay rates of an employee during the term of this agreement and no employee shall suffer a reduction in pay rates because of a transfer from one job to another or because of job classifications.

#### 166. *No Demotion or Pay Cut on Transfer Unless Union Consents, Except for Transfer in Lieu of Lay-off*

No employees may be reclassified to a position of lower rank in his occupational group nor suffer a reduction in pay when transferred to another occupational group unless the union shall give its consent, except in cases where an

employee accepts such reclassification in lieu of lay-off or in the case of employees who no longer have the necessary qualifications for the higher rank. The company agrees not to use demotion as a disciplinary measure.

**167. Rate on Transfer Geared to Jobs Worked During 4-Hour Periods During Day**

When an employee changes from one classification to another during any shift, then such shift will be divided into two (2) 4-hour periods. The employee will receive for each 4-hour period the highest rate of pay which applied to any job which he performed during the 4-hour period. No employee will have more than two rates of pay in any one shift. The company agrees to make every reasonable effort to maintain employees in their regular job classifications.

**168. No Rate Change During Week in Which Transfer Made, Except in Inter-departmental Transfers**

The hourly rate assigned each employee at the beginning of the workweek shall apply throughout the entire week. When an employee is assigned a job of higher or lower base rate, an adjustment in his hourly rate of pay shall be made beginning with the following week, except in interdepartmental transfers where the rate of the new classification shall become immediately effective.

**169. Effective Date of Applicable Rate Differs for Transfers to Lower and Higher Paid Jobs**

In the event an employee is transferred to a higher rated job or classification, he shall receive the rate of pay for such work commencing in the next pay period. If he is transferred to a lower rated job or classification he shall be paid the lower rate after 2 weeks.

MINIMUM CALL AND CALL-BACK PAY

REPORTING OR CALL PAY

It is common in union agreements to guarantee a minimum payment to employees who report to work at the usual hour or who are called to work and find no work available or are not given a full shift's employment.<sup>3</sup> Such payments compensate workers for the time lost, the inconvenience and expense of their trips to work. They also penalize management for failing to notify workers not to report for work and emphasize management's obligations in scheduling work.

Although the intent of such guarantees is not always clear, presumably some of the provisions are meant to cover a minimum guarantee to employees not only for reporting to work at the regular time but for reporting, on call, outside of regular hours. Some agreements, however, distinguish between reporting pay, which employees report for work at the regular starting time and call-in or call-back pay, when employees come to work at management's request at other than their regular working hours. The amount of the guarantee may differ according to the particular circumstance of the call.

Sometimes management may be required to give "adequate" or a

<sup>3</sup> In some States having a minimum wage law, employees who are required to report for work must be paid for a specified number of hours, whether or not work is available. This requirement is usually contained in minimum wage orders, and is not a statutory provision.



specified period of notice not to report in order to escape liability for the guarantee, except where circumstances beyond its control make it impossible to give such notice. "No work" notification to employees may be made in various ways, such as by telephone, telegram, a loud speaker system, a local radio broadcast, a notice on the bulletin board or to the union representative, or oral individual or group warning.

Unless the employees are ordered not to report, they are usually guaranteed pay for a specified number of hours, whether or not enough work is available. This minimum guaranty ranges from 2, 3, or 4 hours to a full shift.

Reporting or minimum call pay guarantees may differ, depending on whether the employees are or are not put to work. The guarantee may be a specified amount if the employee is sent home without doing any work and a larger amount if work is started before he is sent home. In some agreements the employees are further guaranteed that if they work a certain number of hours (usually half of their regular shift) they must receive pay for a full shift.

Under some agreements, a worker is required to work the full guaranteed time, if an employer requires it, or forfeit the guaranty. Under others, a worker may not be required to work on other than his own job, and is entitled to the guarantee if such work is not available. An employer may also have the option of sending workers home or keeping them at the plant for the length of time covered by the guarantee pay.

Many agreements which guarantee minimum call pay exempt an employer from such penalty or modify it if the nonavailability of work is due to circumstances beyond his control, such as fire, inclement weather, flood or earthquakes, failure of raw materials to arrive, and power failure. Payment may also be waived because a work stoppage has prevented employees from working; because a member of a team is absent; or because other acts of employees prevent management from providing work. A few agreements providing such exemption may require payment of a smaller amount than the regular guaranty in case of general power failure.

Special provisions governing minimum call pay for certain groups such as pieceworkers or workers on night shifts, are frequently included.

#### **170. *Four Hours' Minimum Reporting Pay***

Any employee reporting for work on any day having been ordered to *report* (or reporting for work in regular course, not having been ordered not to *report*) shall be given 4 hours' time at his or her regular rate.

#### **171. *Four Hours' Report Pay. Method and Time of Notification Given***

Any employee who is required to report for work and who is sent home, through a fault solely attributable to the employer, and not due in whole or in part to

the absence of any member of a team or to other causes beyond the control of the employer, shall receive full payment for a 4-hour period at his regular average hourly rate, just as though he had worked during that period.

It is agreed that when a company wishes to notify an employee not to report for work, it has a responsibility to adopt a method of notification which will be reasonably certain to reach the employee. If the company wishes to discharge this responsibility with certainty, a telephone call to the employee or his immediate family or a telegram should be used.

If an employee is not to report for the p. m. shift, the company will have discharged its obligation to notify if a telephone call to the employee or his immediate family is completed or if a telegram is sent by the company 2 hours or more prior to the start of the shift. If an employee is not to report for the a. m. shift, similar notice must go out not later than the close of the p. m. shift.

It is recognized that notice should be given at the earliest possible moment but the 2-hour provision is a minimum time requirement for notification. It is also recognized that, where employees live in rural areas not quickly accessible by telephone or telegraph, both parties should explore the possible methods of notification and adopt a procedure which does not place any undue hardship or expense on the company but which gives the employees reasonable protection.

If an employee is not working because of illness or leave of absence and if the duration of the leave, no matter how short, is indefinite, the employer is not required to notify that employee if his or her department is not scheduled to work on a particular day. It is the responsibility of the employee to contact the company at some time during the day preceding the day he or she is ready to work to inquire whether the department is working.

**172. *Eight Hours' Report Pay on Weekdays; 4 Hours on Saturday***

When an employee reports for work, unless he is notified not to report during the previous day, he is to be paid for eight (8) hours' work or eight (8) hours' pay at his occupational hourly base rate or the incentive earnings on the job to which he may be assigned, whichever is greater. This is to apply on any day from Monday to Friday, inclusive; for Saturday a minimum of four (4) hours work or four (4) hours pay at his occupational hourly base rate or the incentive earnings on the job to which he may be assigned, whichever is greater.

**173. *Four Hours' Work or Specified Monetary Amount***

Any employee who, within the time provided for, reports for work at the request of an employer shall be furnished with some work, regardless of whether such work is that for which he has been asked to report; such work to continue for a period of at least 4 hours, or in the alternative, he is to be paid the sum of three dollars (\$3) in cash. This provision shall be also applicable to a new employee, except that should such new employee receive no work whatsoever, he shall be paid the sum of one dollar (\$1).

**174. *Four Hours' Call-In Pay at Regular Rate Even if Assigned Other Work***

Unless notified prior to reporting, if an employee reports for work in the course of his regular line of duty and no work is available in his regular classification so far as possible he will be given a minimum of 4 hours' work or one-half shift work, at some other classification. Such time so worked shall be paid for at his regular classification rate. If he refuses such work the company shall have no obligation to him. Should no work in another classification be available he will be given 4 hours' pay at straight time at his regular classification. In case of a major break-down or a catastrophe affecting the work of six (6) or more men the above provision shall not apply.

**175. *Four Hours' Pay if no Work Done; Full Day's Work if Work Actually Begun***

Any employee reporting for work on instructions of his supervisor, or due to the supervisor's failure to instruct him not to report for work, will be permitted to work a full day or will be sent home without working and allowed 4 hours' pay for reporting.

**176. *Four Hours' Report Pay if Work Started; 2 Hours if no Work Available or Employee Refuses Assignment***

If an employee reports for work and no work is available on his job the company will endeavor to provide the employee with a minimum of four (4) hours work that may be available. If the employee does not desire to take the work as assigned or if no work is assigned he will only be paid two (2) hours call-in pay at his regular hourly rate. If an employee is notified not to report for work previous to the start of his shift he will not be eligible for the above call-in pay or work.

**177. *Three Hours' Pay or Work in Own Department; Otherwise, Employee May Leave Plant and Receive Pay***

All hourly rate employees who are sent home before the termination of the day shall receive a minimum of 3 hours' pay or 3 hours' work in their own department at their regular hourly rates. This will not be construed to require the company to pay 3 hours' pay in cases of emergency outside the company's control which affects a whole department or division. It is understood and agreed that if the company cannot provide work for an employee in his own department, such employee shall be entitled to 3 hours' pay and will be permitted to go home.

**178. *Four Hours' Pay if Employee Works Less Than 3 Hours; Full Day's Pay if Employee Works More Than 3 Hours***

Whenever an employee is required to report for work as scheduled and then shall not be required to work, or shall work less than three (3) hours, he shall receive pay for not less than four (4) hours' work. If three (3) hours are worked he shall be compensated for a full day.

**179. *Six Hours' Pay or Full Day's Pay if Held in Plant***

Whenever any employee regularly reports for work on a regular work day or his shift period, he shall be guaranteed at least six (6) hours work or its equivalent in pay. If the employee is kept on the premises in anticipation of work, he shall be guaranteed a full day's work or its equivalent in pay.

**180. *Eight Hours' Pay; 4 Hours at Regular Rate if Work not Available Because of Unusual Circumstances***

It is to the management's best interests to provide a full eight (8) hours of work for all employees in the usual execution of the day's working schedule, and furthermore, management will guarantee said eight (8) hour workday in those cases wherein:

(1) An operator is specifically told by his foreman or supervisor to report for work on any specified day.

(2) An operator reports for work in the usual course of events and because of an obvious neglect on the part of the foreman in failing to anticipate the normal needs of his department was formerly subjected to being sent home for lack of work.

(3) Management however, will not be responsible for any production stoppage because of acts beyond its control, as failure of material delivery, unusual

mechanical, chemical or electrical failure, etc., or any of the disturbances of nature, known as acts of God. In cases such as these management will hold itself responsible for four (4) hours call-in time, which will be paid an operator at his regular hourly time work rate, regardless of the work he is instructed to perform because of reasons enumerated as above.

**181. *Eight Hours' Call Pay for Time Workers; 5 Hours for Pieceworkers***

If a week worker or an hourly worker is requested by the employer to report for work on the day following, such worker shall be paid for a full day's work, irrespective of whether work is furnished the worker so reporting.

Unless a pieceworker is told not to report for work the following day, and upon so reporting, the employee shall be guaranteed work for the first five (5) hours of the day or pay therefor. If there is no work for him after the first five (5) hours it shall be optional with the employee to either wait for work or leave the shop.

**182. *Four Hour Minimum for Pieceworkers if Work not Furnished Within 30 Minutes After Reporting***

Employees employed on an hourly basis who report for work at their usual time shall receive a minimum of 4 hours' pay for the day unless previously notified not to report for work. Employees employed on a piece rate basis who report for work at such time as they are notified to report shall, if work is not provided for them within 30 minutes of such time, receive a minimum of 4 hours' pay for the day computed hourly on the basis of their regular earnings.

**183. *Full Day's Pay During Season; 4 Hours' Pay at Other Times***

During any racing season any employee reporting for work at the regular starting time, and who has been ordered to report and there is no work available for the said employee, shall be entitled to one (1) day's report time at straight time rates.

During the nonracing season any employee reporting for work on order at the regular starting time, for whom no work is available, shall be entitled to four (4) hours' report time at straight time rates; providing, however, that if work is available for four (4) hours, but less than eight (8), he shall be entitled to one (1) day's pay at straight time rates.

**184. *Full Shift Guarantee for Third Shift Workers; 4 Hours' Pay for Other Shifts***

Any employee ordered to report for work and reporting at the regular hour shall be guaranteed a minimum amount of work or pay in lieu thereof. In the case of employees on the first and second shifts the guaranteed work (or pay in lieu thereof) shall be 4 hours; in the case of employees on the third shift, it shall be the full shift.

**185. *Four Hours' Call Pay; 2 Hours at Overtime Rate for Week End and Holiday Calls***

Employees starting a shift, or called and starting to work after the starting time of a shift, shall receive not less than four (4) hours' pay.

Employees required to report for work not continuous with their regular assigned shift hours, or on Saturdays, Sundays, and holidays, shall receive not less than two (2) hours' pay at the specified overtime rate.

Employees required to report for work and not used, shall receive four (4) hours' straight time pay.

The foregoing rules, (a), (b), (c), shall not apply where an employee is not put to work because of bad weather or break-down of machinery, except that this shall not be construed to cover failure to have work or vessel available.

**186. Different Amount of Call Pay in Case of General Power Failure**

The company agrees that in the case of all employees instructed to report for work (regular employees shall be assumed to have been instructed to report for work unless told not to do so) by a responsible department supervisor for whom, after reporting for work, the company fails to provide employment, it shall guarantee 4 hours' pay at his or her regular rate of pay (which in the case of pieceworkers shall be considered the running average of the occupation) unless such failure to provide employment is due to causes beyond the control of the company, except that when such cause is general power failure, the company shall guarantee the employee 2 hours' pay at his or her regular rate of pay.

**187. Conditions for Guaranty of 8 Hours' Work for Reporting or Call-Back.  
Definition of Call-Back**

Any employee (a) reporting for work on a day and at the start of a shift he is scheduled to work unless he has been notified not to so report, and any employee (b) called to report for work when off duty and after leaving the job and reporting accordingly except in cases provided for in paragraph 1, shall be guaranteed eight consecutive hours of work beginning at the time he so reports, providing that such guarantees do not apply.

(a) If when reporting for work the employee is sick or otherwise unfit for work, or

(b) If the employee leaves without permission of his foreman, or

(c) If at the request of the employee he is permitted to leave except when due to disability arising while at work, or

(d) If pay for any 8-hour period is not allowed by the company or claimed by the employee or his authorized representative within 60 days after the 8 hours on which the pay or claim for pay is based.

As used in this paragraph "called after leaving the job" means that the employee has been called after having completed a shift's work and after having returned to his house or having left the company premises for a distance of at least 5 miles or for a time of at least 1 hour.

**188. Four Hours' Pay on Failure to Give 10 Hours' Notice not to Report**

Hourly employees who report to work at the regular starting time of their shift and have not been advised at least ten (10) hours beforehand not to report, and those who report to work at other times at management's request, will be guaranteed four (4) hours work at their guaranteed rate or the rate of pay for the job on which they work, whichever is higher. If work is not provided during some or all of such four (4) hours, the employer will be paid at his daywork rate for such period. If the employee has qualified for overtime in accordance with the overtime provisions of this agreement, overtime rates based on the provisions of this agreement (sec. XI—Overtime) will be paid for hours not worked.

**NOTE.**—The foregoing provisions will not apply in the case of an emergency such as fire, flood, power failure, or work stoppage by employees in the plant.

**189. Employee Requested from Union Office Must be Put to Work**

When an employee is sent out from the union office to a position, and arriving there on time is informed that another man has been hired, said employee sent out from the union on the request of the employer, shall be put to work.

**190. Exemption for Circumstances Beyond Employer's Control**

Any employee reporting for work at his usual time or on special call will be guaranteed at least three (3) hours' work or three (3) hours' pay at his regular base rate, unless he had been instructed not to report for work on that day, except

in case of emergencies or circumstances such as strikes, floods, fires, tornados and other disasters beyond company control.

**191. *Exemption for Labor Disputes as well as Other Conditions Beyond Employer's Control***

Any employee called to work or permitted to come to work without having been properly notified that there will be no work shall receive a minimum of 4 hours' pay at the regular hourly rate, except in case of labor disputes or other conditions beyond the control of the local management.

**192. *Eight Hours' Report Pay Voided if Employee Intoxicated***

When an employer or his representative orders an employee to report for work or fails to notify an employee not to report for work for any reason and said employee is not allowed to work, the employer shall pay the employee one full day's wages. This shall not apply to an employee reporting for work under the influence of liquor.

**193. *Employee Must Accept Available Work or Forfeit Call-In Pay***

An employee reporting for work on instructions from the management but for whom no work at his regular job is available, shall receive pay for 3 hours at his regular hourly rate. He, however, may be offered 3 hours' employment reasonably within his capacity to perform in which event he shall perform such work or forfeit such call-in pay. Call-in pay for which no work is performed will not be subject to overtime pay. The foregoing obligation on the part of the company will not apply in the event that failure to provide work is the result of circumstances beyond the control of the company.

**194. *Definition of Substitute Work for Call-In Pay Purposes***

When an employee is directed to report for work and the anticipated work does not materialize, he shall be offered substitute work at his regular pay-roll rate to the extent of at least four (4) hours' time. In this connection substitute work means any work within the reasonable capacity of the individual to perform, whether in actual production or in sweeping, cleaning, or otherwise assisting in plant maintenance. This stipulation will not apply where stoppages of work are due to a strike, riot, or other major causes beyond the company's control.

**195. *Employees 1 Hour Late May Be Dismissed for Day Without Receiving Minimum Reporting Pay***

An employee reporting for work later than 1 hour after the start of his regular shift may be dismissed for the balance of the shift and shall not be eligible for three (3) hours' pay as provided in paragraph 76 [reporting pay].

#### CALL-BACK PAY

While in many plants there are few occasions where employees are called back to duty after completing their day's assignment or are called to work outside of their regular shift, a considerable number of agreements provide for such contingencies by requiring minimum "call-back" pay. The call-back pay may be specifically limited to emergency situations or to cases where employees are required to report either before or after their regular hours of work.

These agreements usually specify a minimum guarantee to cover situations where little or no work actually develops after such a recall, as well as the wages to be paid for hours in excess of the guaranteed

time. A few agreements provide for an overlapping guarantee and pay for work done, that is, the guarantee plus pay either for all time actually worked, or for work performed in excess of a specified length of time. Compensation for call-back work may be at the regular, overtime, or some special combination rate. An allowance for travel expenses to and from the plant may be included in the guarantee.

**196. *Two Hour Guarantee at Double Time; Overtime Rate for Work Thereafter***

In the event an employee is called back to work after he has completed his scheduled hours and after leaving the plant, he shall be guaranteed at least 2 hours' work at double time and shall be paid the designated overtime rate for work after the first two (2) hours.

**197. *Six Hours at Overtime Rate***

Whenever any employee is asked to report or is called in other than his regular shift, he shall be guaranteed at least six (6) hours of work or its equivalent in pay at the rate of time and one-half ( $1\frac{1}{2}$ ).

**198. *Six Hours at Overtime Rate Plus 1 Hour Travel Time***

If an employee is called in to work by the company in an emergency or because of a break-down outside of his regular working hours he shall be paid for one (1) hour travel time and he shall be provided with not less than six (6) hours work or six (6) hours pay at his overtime rate of pay.

**199. *Three Hours at Overtime Rate***

Any employee called out for emergency work shall be paid a minimum of three (3) hours' time. Such time shall be paid at the rate of time and one-half.

**200. *Two Hours' Minimum at Overtime Plus Round Trip Travel Time***

Any employee called back to work after his regular working day shall be paid for time traveled to and from work with a guaranteed minimum of 2 hours at the overtime rate.

**201. *Four Hours at Overtime Rate Plus \$1 Travel Expense***

Employees called back to work after completing their regular eight (8) hour shift within any twenty-four (24) hour period shall be entitled to one dollar (\$1) for traveling expenses and a guaranteed minimum of four (4) hours, pay at the overtime rate.

**202. *Four Hours' Regular Pay or Time and One-half for Time Worked, Whichever is Greater***

An employee who is called in off schedule shall receive a minimum of four (4) hours at his regular average rate or time and one-half for time worked whichever is greater. No employee will be disciplined for refusing to work out of scheduled hours.

**203. *One Hour Overtime Guarantee Plus Actual Time Worked Plus Travel Time***

If any employee, having been released from duty, is thereafter called back for an overtime duty, not immediately preceding his next regular shift, he shall be credited with 1 hour overtime in addition to overtime actually worked, plus necessary traveling time.

**204. *Four Hours' Guaranty at Regular Rate Plus Overtime Pay for Work Performed in Excess of Specified Length of Time***

An hourly employee who is called for emergency work after punching out will be paid a minimum of 4 hours' pay at his regular rate for reporting or working 2 hours and 40 minutes or less, and will be paid one and one-half times his regular rate for all work performed in excess of 2 hours and 40 minutes.

**205. *Four Hours' Work or Pay at "Applicable Rate"***

Any employee who is recalled from home in emergencies after completing his regular shift shall receive for each such "call out" 4 hours' work or 4 hours' pay in lieu thereof, at the applicable rate therefor.

**206. *Call-out on Day Off—Three Hours at Overtime Rate***

An employee called to work on his day off shall be paid a minimum of 3 hours at the overtime rate.

**207. *Differential in Call-Back Minimum Between Emergency and Other Call-Backs***

In the event of an emergency, due to fire, runaway wells, pipe-line leaks or breaks, or acts of God, when an employee is called for duty outside of his regular working hours he shall receive pay for actual time worked at one and one-half (1½) times his regular rate with a minimum of four (4) hours' pay at his regular rate. In the event no work shall be required of an employee called out for such emergency, he shall receive pay for three (3) hours at his regular rate. In any other event an employee called outside of his regular hours shall receive at least four (4) hours' pay at his regular rate whether or not his services are required.

**208. *Call-Back Pay Starts from Time Call is Received***

An employee called out to work not in continuation of a regular workday, shall be allowed the equivalent of three (3) hours' straight time as a minimum but the maximum time to be paid for will be governed by the applicable overtime rate for each hour worked, except in such cases where this calculation would be less than the minimum time allowed, as mentioned above. Pay time to start from time the call is received.

**209. *Call-Back During Same Workday—Paid for Elapsed Time at Regular Rate, Provided Reports Within 2 Hours***

Employees called or required to report for work during scheduled hours and so reporting but not used, will be paid the minimum of four (4) hours at straight time rates. This does not apply in cases of emergency shut-downs of plant or any departments arising out of conditions beyond the company's control. When an employee is laid off during a work day and is then recalled the same day, he shall be paid for the time he was off at his regular rate of pay, provided he reports for work not more than two (2) hours after receipt of such notice.

**210. *Three Hours' Pay at Basic Hourly Rate; if Call-Out Within 2½ Hours of Start of Employee's Next Shift, Time and One-Half till Regular Starting Time***

When an employee is called out from his home or other off-the-job location or is assigned to perform overtime work or work on a nonscheduled day which is not continuous with work on a preceding or following scheduled tour, the minimum payment for such extra work shall be three (3) hours' pay at his basic hourly wage rate.



## EXCEPTIONS

A. When a second call-out is made within 2½ hours of the start of the first call-out, the second call-out will be treated as a continuation of the first call-out.

B. When an employee is called out within 2½ hours of the start of his next scheduled tour, he shall be paid at the rate of time and one-half from the starting time of the call-out to the starting time of the scheduled tour, regardless of whether or not he returns to his home.

*211. Call-Back Pay not Applicable if Employee Notified Before End of Regular Shift of Recall*

An employee who is permitted to go home at his regular quitting time and is then called to return to work before the next working day shall be guaranteed four (4) hours' work or four (4) hours' pay at the normal rate pertaining to the work performed, plus overtime, if overtime applies. However, if an employee is notified before the end of his regular shift that he is to return to the plant within three (3) hours, the provision of this paragraph will not apply.

*212. Call-Back Pay Provided Unless Ruled Illegal by Supreme Court*

Employees called out for emergency work shall receive a minimum of four (4) hours' pay at one and one-half times their regular rate for such work and shall not be required to remain longer than the time required to perform the emergency work existing during the period of such call-outs, and such emergency call-outs, shall be computed as a day worked for the computation of the sixth and seventh days worked in any workweek except in such cases as when the call-out occurs in any one workday. The parties hereto believe that the provisions of this section are entirely proper and in conformance with existing law on the subject. However, in the event that the Supreme Court of the United States should rule that any similar provision is illegal, then it is understood and agreed that the provisions of this section shall forthwith become inoperative and void.

## WAITING AND STAND-BY TIME

From time to time an employee may find himself waiting for work because the production line breaks down or when materials run short or for other reasons. Others must wait because they are needed only at regular intervals or in emergencies. Servicemen, for instance, must be on call, even though work to keep them fully occupied may not be available. Mechanics in garages and other types of repair shops do not always have an even flow of work, yet must be constantly on hand if they expect to share in available jobs. Truckers must wait for loading and unloading; construction workers are victims of weather, lack of materials, etc.; longshoremen must wait for ships to dock or sail or for cargo to be delivered to the pier. Many other types of workers also find waiting time a constant threat to their pay envelopes.

Many agreements contain provisions governing the pay for waiting or stand-by time.<sup>4</sup> In the case of hourly paid employees it is generally

<sup>4</sup>The Fair Labor Standards Act has been interpreted as requiring that generally the time during which an employee is inactive by reason of interruption in his work beyond his control should be included in computing hours worked either if the imminence of the re-

assumed that their pay continues, although some agreements make this explicit. Pieceworkers, however, whose earnings are obviously reduced by waiting time, are usually guaranteed a specified amount for the time spent at the plant. Such pay may be at regular hourly base rates, average rates or earnings for a given period, or at special rates. Some agreements allow only a percentage of the regular rate. There may be a requirement that the delay be of a minimum duration before employees are compensated for it. In a few cases the waiting time pay is modified or made inapplicable where the reason for the work interruption is beyond an employer's control. (See Bull. 908-3, "Incentive Wage Provisions; Time Studies and Standards of Production" for more details on waiting time pay arrangements for incentive workers.)

Closely related to pay for waiting time is that specified for employees who are instructed by management to remain available or "stand by" for immediate emergency use.

*213. Pay Continues During Waiting Time Beyond Employee's Control*

When men are ordered by the employer to stand by because of temporary break-down of machinery, shortage of material, temporary weather conditions, or for any other cause beyond their control, no time shall be deducted for this period and the finishing time of the shift will not be extended to make up the time lost.

NOTE.—This agreement covers building construction.

*214. Pay at Base Rate for Waiting Time*

Whenever an employee who for reasons beyond his control is caused to wait for work because of lack of tools, materials, etc., such waiting time shall be paid for at the respective employee's base hourly rate.

*215. Pay at Day Rate for Waiting Time Over 15 Minutes*

When a stoppage of work occurs for fifteen (15) accumulative minutes, or longer due to shortage of stock, break-down of machinery, or for any other cause over which the employees losing the time have no control, the employees so affected shall be compensated at their regular day rate until such time as the employees return to work or are ordered home.

*216. Waiting Time Allowance Only After Specified Time if Due to Power or Mechanical Break-Down*

When, because of abnormal conditions of stock or equipment, or because of waiting for stock to complete the operation being performed, the operator's production is retarded, he shall be paid 90 percent of his average earnings for the period during which such delay occurs provided that the employee notifies the

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sumption of work requires the employee's presence at the place of employment or if the interval is too brief to be utilized effectively in the employee's own interest. (These principles will be discussed in pt. 785, of title 29, ch. 29, ch. V, of The Code of Federal Regulations, which will replace the present Interpretative Bull. No. 13 of the U. S. Department of Labor, Wage and Hour Division.)

foreman or supervisor at the time of occurrence and provided, further, that such delay or delays cause the employee's earnings for the day to drop below 100 percent of his past average earnings.

When employees lose time due to a power interruption, lights off, electrical or mechanical break-downs, there shall be no payment for less than 12 minutes. If the delay is for 12 minutes or more, employees will be paid at their average hourly earnings for the first 12 minutes and at their day rates after 12 minutes.

**217. Day Workers Paid at Straight Time Hourly Rate. Incentive Workers 120 Percent of Base Rate**

Employees shall be paid for time lost which occurs through no fault of the employee. Day workers shall be paid their straight time hourly rate. Incentive workers shall receive 120 percent of the base rate.

**218. Waiting Time Pay After 12 Minutes. Company May Change Work, Lunch, or Rest Periods in Emergencies**

If, on any day, employees are required to remain in the [plant] longer than twelve (12) minutes following a break-down, they shall be paid for waiting time in excess of twelve (12) minutes subject to the following terms and conditions:

(1) There shall be no compensation for waiting time until twelve (12) consecutive minutes have elapsed after the time of a power failure.

(2) If a power failure exceeds twelve (12) consecutive minutes, employees shall be compensated at their regular rates, subject to the following section hereof, for waiting time in excess of twelve (12) consecutive minutes. For example, if the power is down for twenty-four (24) consecutive minutes, employees will receive twelve (12) minutes of pay at their regular rates.

(3) In those departments where employees are compensated on a piece rate basis, their total earnings for the previous pay-week shall be reduced to an average hourly basis, and such employees will each be paid an equal amount for waiting in excess of twelve (12) consecutive minutes as computed on said average hourly basis.

(4) The company reserves its well established right to:

Change the regular daily hours of employment, if the failure appears to be of a protracted nature, or occurs at a time when it considers it uneconomic to await repairs.

Make reasonable changes in the customary time of rest or lunch periods in order to avoid unnecessary loss of time pending repairs. For example, if a failure occurs prior to the customary rest period or noon lunch period, the company reserves its right to advance the time of said rest or lunch periods.

**219. Pieceworkers Paid Average Hourly Rate for Waiting Time. Foreman Must be Notified Immediately of Lack of Work**

All employees, excepting weavers, barker and velveteen cutters, covered by this agreement who are paid piece rates, shall when ordered to stay on the job, be paid waiting time on the average hourly rate commencing with the time the foreman or overseer is notified. It shall be understood that it is the responsibility of the employees covered by this agreement, to immediately notify the overseer, foreman, or the man in charge of his department, when a stoppage or any waiting for work occurs. The velveteen cutters shall be governed by the same allowance system for bad work as is now in effect for the barker cutters.

**220. *Pieceworkers Paid Guaranteed Rate for Waiting Time Exceeding 10 Consecutive Minutes***

Pieceworkers who are required to wait more than ten (10) consecutive minutes in any eight (8) hours, will be paid the guaranteed rate, as provided in paragraph No. 1 of this article.

**221. *Pieceworkers Paid Earnings for Waiting Time Exceeding 15 Minutes. Employee Must Notify Foreman When Work Not Available***

Employees who are paid on piece rate and are required to wait for work due to machine break-downs or other causes beyond their control shall be compensated at their established piece-rate earnings for all such waiting time in excess of a total of fifteen (15) minutes per day. Any employee who finds it necessary to wait for work shall, on each separate occasion during each day when he waits for work, notify the supervisor in charge of his work of the beginning and the end of such waiting period and payment for any waiting time period shall cover only time which follows such notification of the supervisor by the employee that he is waiting for work.

**222. *Average Earnings Paid for Machine Repair if Machine Breaks Down; 10 Percent Below Average Earnings Paid for Other Assignment***

In case of a break-down of an employee's machine for a period of fifteen (15) minutes or longer in any day, such employee shall be paid for time lost at 10 percent less than his average earnings if not assigned other work, or if assigned work on another operation, and shall be paid his average earnings if assigned to assist in repair of machine.

**223. *Regular Waiting Time Pay Not Applicable to Normal Work Interruptions***

An employee whose piecework earnings are affected by causes which are clearly beyond his personal control, after having notified his supervisor of such condition, shall receive pay at the rate of his average hourly earnings for the period during which the above-mentioned conditions affect his earnings. This provision will not apply to interruptions included in the normal cycle of work, which interruptions will be compensated at day rate established for the job. This does not apply when these delays are caused by labor stoppages over which the supervisor has no control.

**224. *Waiting Time Pay Not Applicable in Case of Power Failure***

Employees shall be paid the straight or overtime rate, as the case may be, for time during which they are forced to stand by, provided straight time shall be paid until the employee has actually worked in addition to the time of standing by, the maximum number of hours herein permitted. This provision shall not apply if, due to causes beyond the employer's control, electric power or water supplying the plant is interrupted.

**225. *Excessive Waiting Time Within Company Control May be Taken Up as Grievance***

The employer recognizes that excessive waiting time that is within the control of the mill may be the subject to a grievance and that in any arbitration the matter of compensation for such excessive waiting time may be determined.

**226. *Stand-By Pay: Minimum of 6 Hours at 25 Percent of Straight Time Rates***

Employees included hereunder if and when requested by the company to remain at home or within call for stand-by emergency work, shall be paid for standing by at an hourly rate of 25 percent of their straight time hourly rate,

and if called for emergency work the stand-by rate shall cease until they return from the emergency work. The minimum time for which an employee can be requested to stand-by shall be six (6) hours. Stand-by time should be as nearly as possible equally divided among the employees scheduled for such work.

*227. Stand-By Pay: 2 Hours on Weekdays: 3 Hours on Week-Ends and Holidays*

The employee designated to stand-by 5:00 p. m. to 8:00 a. m. the day following, Monday to Friday, inclusive, shall receive two (2) hours' pay per night plus the regular overtime rate for all work performed. When the stand-by for Saturday is 5:00 p. m. to 8:00 a. m. the day following, this shall also apply.

The employee designated to stand-by 8:00 a. m. to 8:00 a. m. the day following, Saturday, Sunday, or a holiday, shall receive three (3) hours' pay per day plus the regular overtime rate for all work performed.

NOTE.—This agreement covers public utility workers.

*228. Two Hours' Stand-By Pay for Each 16 Hours on Weekdays and for Each 12 Hours on Week-Ends and Holidays*

All employees assigned to do stand-by duty after regular designated hours of labor shall be paid two (2) hours for each sixteen (16) hours, or fraction thereof, of stand-by time for the days from Monday to Friday, inclusive, and for each twelve (12) hours, or fraction thereof, for Saturdays, Sundays, and holidays; and when the employees on stand-by are called out they shall receive the applicable overtime rate in addition to the stand-by time. Minimum pay provisions shall be as outlined in article III (b).

*229. Guaranteed Semimonthly Wage for Being Available for Work at Any Time*

Extra operators who are available for service thirteen (13) days in any pay period shall receive a semimonthly guarantee of seventy dollars (\$70). Available for service means that an operator must be promptly accessible by telephone, it being understood that extra men will be held responsible only for orders from the duly authorized representatives of the company in the assignment of work. If extra operators are available less than thirteen (13) days in any pay period they shall be credited toward their guarantee one-thirteenth of seventy dollars (\$70) for each day they are available.

NOTE.—This agreement covers inter-city bus transportation.

### *Supplements to Basic Wage Rates*

#### PREMIUM PAY FOR DANGEROUS OR SPECIAL WORK

Some type of premium compensation is frequently agreed upon covering work of an undesirable, unpleasant, or hazardous nature. The type of work considered hazardous is usually definitely described. Longshore agreements, for example, customarily provide "penalty rates" for the handling of explosives, acids, fertilizers, etc. Similarly, maritime transportation agreements have long provided extra payment, including war-risk bonuses. In some cases, transportation back to the United States and full pay until arrival are guaranteed to maritime workers whose ship is lost.

Agreements also provide premium rates for employees shouldering special responsibilities, such as group leaders, leadmen, instructors, or any other category of workers with some supervisory functions, in

addition to their regular work. This premium is usually a specified amount above the maximum rate paid to any worker in the group.

Special wage rates are also frequently provided for work combining several occupations (so-called combination jobs).

*230. Time and One-Half Rate for Unhealthful Work*

Employees required to do acetylene burning or electric welding on galvanized metal in closely confined spaces, which cannot be or are not being adequately ventilated shall receive, in addition to their regular pay, extra compensation of one-half such employees' regular hourly basic rate of pay for the time they are actually working under such conditions.

*231. Graduated Penalty Rate for "Dirty Work"*

The employees shall receive an additional 10 per centum of their regular rate while performing that which is commonly known as "dirty work" and double time for that commonly known as "exceptionally dirty work." When the yardstick is established the terms "dirty work" and "exceptionally dirty work" shall be therein defined. Said yardstick shall be established by the yard superintendent and the union.

*232. Ten Percent Premium While Ship Carries Explosives*

On vessels carrying "explosives" in 50-ton lots or over, as permitted by law, the operator agrees to pay the licensed officers in addition to their regular monthly wages (as specified in section . . .) 10 percent of said wages per month while cargo is on board the vessel or is being loaded or discharged. The term "explosives" as used in this section is defined to mean: Black powder, detonating caps, dynamite, blasting caps, loaded bombs, TNT, nitroglycerin. The above shall not apply to ship's ammunition or signaling devices, carried for the protection of the ship.

*233. Differential Paid When Required to Wear Respirator*

Any employee working on a designated lead operation is required to wear a respirator in a proper manner and shall receive an additional three cents (\$0.03) per hour, to be paid only during the time the respirator is required to be worn.

*234. Two Days' Annual Premium to Fire Crews*

Members of the fire and resuscitation crews who have served 1 year as such on December 20, —, shall be given an extra 2 days' pay at their regular rate, and those with less than a full year of service shall be paid on a pro rata basis. Members of these crews shall be chosen by management without regard to seniority and said jobs shall not be biddable. Management shall determine the size of the crews.

*235. Minimum Daily Bonus for Cleaning Dirty Places*

Any employee required to enter in and clean powerhouse boilers, cesspools, stills or crude naphthalene tanks shall receive in addition to his regular wages a bonus of \$1 per day. Any employee who spends less than a full day in such work shall, nevertheless, receive a bonus as if he had been employed for a full day.

*236. Premium for Work Above Specified Height*

Any employee who is engaged in any eight (8) hour shift in four (4) or more hours of work thirty feet (30 feet) or more above a ground floor, or roof level, whichever is nearer his point of work, shall be paid for the entire shift a premium of five cents (\$0.05) per hour in excess of his normal rate.

**237. Pay for Pilots Based on Speed and Time of Day**

In addition to base pay each first pilot or reserve pilot, for flying pay purposes, shall be paid hourly flying pay at rates, based upon the speed of the equipment flown and whether such flying is day or night flying as follows:

	<i>Day flying per hour</i>	<i>Night flying per hour</i>
Under 125 m. p. h.....	\$4.00	\$6.00
125 up to but not including 140 m. p. h.....	4.20	6.30
140 up to but not including 155 m. p. h.....	4.40	6.60
155 up to but not including 175 m. p. h.....	4.60	6.90
175 up to but not including 200 m. p. h.....	4.80	7.20
200 m. p. h. or more.....	5.00	7.50

**238. Premium for Instruction of Students**

Operators will receive additional compensation of one dollar (\$1) per day on each such day as they may be assigned to instruct student operators, such assignment to be by written authorization of the proper supervisory employee. Such operators instructing students must submit a complete and impartial report to the superintendent on the form prescribed by the company.

**239. Premium for Starters on Elevators.**

Elevator starters shall be paid at least 7½ cents per hour more than the regular hourly wage paid in the office buildings in which they are employed.

Assistant starters who are designated as such by their employers and regularly devote at least 2 hours a day to the duties of starters shall be paid 2½ cents per hour more than the regular hourly wage in the office buildings in which they are employed.

**240. Leadmen Paid 10 Cents above Highest Rated Classification Supervised**

Leadmen shall receive not less than ten (10) cents per hour above the highest rated classification under their supervision.

**241. Alternative Methods of Payment for Crew Chiefs and Leadmen**

After a crew chief has satisfactorily completed his probationary period, his minimum base rate will be \$1.10 per hour, or 7 cents above the minimum rate of his labor grade, or 7 cents above the highest paid employee under his supervision, whichever is the higher.

After a leadman has satisfactorily completed his probationary period, his minimum base rate will be \$1.25 per hour, or 7 cents above the highest paid employee under his supervision, whichever is the higher.

**242. Detailed Provision for Payment of Group Leaders and Set-Up Men**

In order to properly compensate group leaders and set-up men whose jobs prevent them from using incentive rate advantages, and to recognize skill and leadership qualities over and above the actual job requirements, the following wage plan for these employees is agreed to:

(1) Where leadership or set-up is performed for employees who individually have less than 20 percent of their total working hours on incentive pay for a calendar year quarter, ten cents (10¢) per hour over the evaluated base rate of their group leader or set-up man classification will be paid.

(2) Group leaders or set-up men who work 50 percent of their own time on incentive work during a calendar year quarter will be paid ten cents (10¢) per hour over the evaluated base rate of their leader or set-up classification.

(3) Where leadership or set-up is performed for employees in a single job classification who individually have more than 20 percent of their total working

hours on incentive pay for a calendar year quarter, the base rate of group leaders or set-up men will be the average straight-time hourly earnings of the group of employees, but in no case shall be less than 20 percent over the evaluated base rate of the employees in the group.

(4) Where leadership or set-up is performed for employees in more than one job classification but where the employee or employees with the highest evaluated base pay rate have less than 20 percent of their total working hours on incentive pay for a calendar year quarter, the group leaders or set-up men will be paid ten cents (10¢) per hour over the evaluated base rate of that job, or the straight-time average hourly earnings of the entire group, whichever is the highest.

(5) Where leadership or set-up is performed for employees in more than one job classification and where the job with the highest evaluated base rate of pay is represented by two (2) or more employees with more than 20 percent of their total working hours on incentive pay for calendar year quarter, the base rate of the group leaders or set-up men will be the average straight-time hourly earnings of this highest rated group, but in no case shall be less than 20 percent over the evaluated base rate of the employees in the group.

(6) Where leadership or set-up is performed for employees in more than one job classification and where the job with the highest base rate of pay is represented by only one employee, the base rate of the group leaders or set-up men will be the average straight-time hourly earnings of the two job classifications with the highest evaluated base rate of pay, but in no case shall be less than 20 percent over the evaluated base rate of the employee with the highest rated classification.

(7) When an employee is appointed to a group leadership or set-up man for a newly established leadership or set-up classification where the composition of the group falls under paragraphs 3, 5, or 6 of this section the base rate of pay shall be twenty percent (20%) over the evaluated base rate of the leader or set-up classification, and shall continue on that basis until the first succeeding quarterly review of rates provides at least thirty (30) days of leadership in the previous quarter so that a basis for incentive earnings can be established.

(8) In the case of the appointment of a group leader or set-up man to fill a vacancy where the earnings of the leadership or set-up were established under paragraphs 3, 5, or 6 of this section the group leader or set-up man shall be paid twenty percent (20%) over the evaluated base rate of the leader or set-up classification until such time as the first succeeding quarterly review of rates provides at least thirty (30) days of leadership in the previous quarter so that a basis for incentive earnings for the new leader or set-up man can be established. The base rate of pay for group leaders and set-up men will be computed quarterly by the company. The resultant rate is to be applied for the following quarter based on the previous quarter's earnings of the employees in the group. This new rate shall be placed into effect for the pay roll covering the first full week in the second month of the new quarter. The company will select a representative week to determine those employees who comprise the groups upon whom average hourly earnings are to be based.

#### *243. Combination Jobs—Pay at Rate of Highest Paid Classification*

Any employee who performs work in more than one classification shall receive the rate of pay of the higher classification.

#### *244. Combination Jobs—Pay at Rate of Highest Paid Classification After 6 Months' Trial Period. Higher Rate Retroactive*

Subject as hereinafter provided, the weekly rate of pay of an employee who regularly performs work in two or more categories shall not be less than the



minimum for the highest-paid of such categories. For a trial period of 6 months immediately succeeding the assignment of an employee to duties of a higher-paid category the publisher may continue to pay him at the rate of pay in the lower-paid category, provided, however, that if such employee shall continue to perform such duties after the expiration of 6 months, he shall be paid not less than the minimum of the higher-paid of such categories retroactive to the beginning of such period.

**245. *Combination Jobs—Pay at Rate of Highest Paid Operation if Worked 20 Percent of Time***

Individuals regularly assigned to two or more occupations shall be rated at the rate of that job which is the highest rated provided that he is assigned to that job for at least 20 percent of his time.

**246. *Combination Jobs—Composite Rate of Two Highest Paid Operations***

Rates of employees engaged in more than one operation shall be the composite rate of the two highest paid operations performed. It is hereby agreed that should any rate figured on a composite basis be lower than the rate now existing the rate shall not be reduced.

**247. *Combination Jobs—Highest Rate or Average Rate Paid Depending on Percent of Time Spent on Higher Rated Job***

Where a qualified employee is regularly performing the duties of more than one job, he shall be paid at the level of the higher rated job if he works 50 percent of his scheduled hours per week on said higher rated job; if, however, he works less than 50 percent but more than 15 percent of his scheduled hours on such higher rated job he shall be paid the average of the rates of the jobs he performs. "Regularly" as used above shall refer to a permanent assignment or a steady proportion of employee's time from week to week.

**248. *Combination Jobs—Highest Rate if 60 Percent of Time Spent on One Operation; Otherwise Prorated Over All Operations***

When an employee is engaged during the course of a day's work on more than one operation, he shall be paid at the highest rate of all operations performed, providing sixty (60) percent of the time is spent on one operation. If less than sixty (60) percent of the time is spent on one operation, his wage shall be prorated over all operations.

**249. *Combination Jobs—Average of Jobs Worked***

In shops where any employee on miscellaneous work does work coming under more than one of the classifications named in this agreement the wage rates of the different classifications being worked shall be averaged and he or she shall be paid according to the rate arrived at after such average has been made.

**250. *Combination Jobs—Weighted Average of Jobs Plus 10 Percent or Rate for Highest Rated Job***

When an employee regularly fills two or more of the jobs listed in Exhibit "A," he shall be designated as a "combination employee" and shall be paid the average of the rates applicable to such jobs, weighted in proportion to the amount of time employed on each, plus 10 percent of such average rate (to the nearest one-half cent per hour), but not more than the standard rate for the highest rated job he fills. Otherwise, he shall be paid the applicable rate for such time as he actually works on each job.

**251. *Combination Jobs—Applicable Rate Paid for Time Spent on Each Job***

When an employee regularly does work in two or more classifications which pay different rates, he will receive the applicable rate for such work as he performs in each classification.

**252. *Five Percent Premium for Developmental or Experimental Work***

It is further understood that employees required to work on jobs designated by the works superintendent and the department manager as development or experimental work shall receive compensation equal to base rate plus five percent (5%).

**253. *Samples, Single Pairs, and Trials***

All the work performed on samples, one and two pair lots and trials, shall be paid for at the current rates which are one and one-half times the regular rates or higher. This provision does not apply to shoes damaged by employees which have to be made over.

**254. *Time and One-Half for Operating Snow Equipment***

Operators driving snow plows, snow sweepers, and salt cars, or operating vehicles for the purpose of keeping lines open during snow or sleet storms, and operators salting switches, spreading ashes, and doing general snow work, shall be paid time and one-half rate for actual working time and regular platform rate for waiting time except where such waiting time is after the completion of operator's regular run or in excess of the time called for by the operator's regular run whether the run is actually worked or not, when the overtime rate will apply. Operators shall be used if available.

**255. *Special Day Rate for Inventory Work. Rate Jointly Determined***

Employees working on inventory shall receive a special day rate to be mutually agreed upon at least 60 days prior to the inventory period. Due to the specialized nature of this work, the company must reserve the right to determine which employees will be used in inventory taking.

**256. *Intercity Bus Drivers Paid for Excess Miles Caused by Detours***

When the mileage of any tour of duty is increased by reason of detours of five (5) or more miles in one (1) day, or an aggregate of five (5) miles or more in five (5) consecutive days, operators shall be paid for the excess miles over the regular mileage at established mileage rates, from the first day the detour was in effect and as long as it continues.

**257. *Wage Scale for Waiters Serving Special Meals Set by Mutual Agreement***

For special events or occasions such as Big-Game Football Night, New Year's Eve, etc., where the employer offers a special menu at prices substantially higher than his regular menu prices, the wage scales for steady and extra help shall be established by mutual agreement.

**258. *Pay of Absent Members of Crew Divided Among Other Members***

The company will make every effort to provide all departments with full crews as specified in appendix B. When a man's relief fails to appear on time the superintendent or special machine tender shall request the man then working to continue working for an additional shift or until a relief man is provided. Should either of these alternatives fail the remaining members of the crews shall do the work of the missing member together with their regular work and the wages

of the missing member will be divided among the remaining members of the operating crew.

*259. Division of Wages of Absent Crew Member—Maritime Industry*

When members of the unlicensed personnel are required to do extra work because a vessel sailed without the full complement required by the vessel's certificate, under circumstances where the law permits such sailing, the wages of the absent seaman shall be divided among the seamen who perform his work, but no overtime shall be included in such wages.

This section shall be interpreted to provide for the payment of wages of any seaman who has failed to join, to those seamen who are assigned by the department head to and actually perform additional work necessary because of such absence.

When a vessel sails short in the deck department of the number required by the certificate, the missing man's wages shall be divided among the watch.

In the event of a vessel sailing short of her normal complement but not less than her certificate requirement, there shall be no question of division of wages.

*260. Double Time Pay for Simultaneous A. M. and F. M. Broadcast*

The musicians employed under this contract may be used to broadcast either A. M. or F. M. programs, but if they are used to broadcast both A. M. and F. M. programs simultaneously they shall be paid double the scale set forth in this agreement.

*261. Transportation, Pay, Room and Board to Sailors Whose Ship is Lost or Interned*

In the event a ship of the company is sold, interned, lost, or laid up, the crew shall be given transportation back to the port of signing articles with subsistence, room and wages, as per article II, section 14, of this agreement. When room and subsistence is not furnished aboard the vessel room and meal allowance will be paid as prescribed in article II, section 33, until crew is furnished repatriation by train, plane, or vessel.

*262. Incentive Adjustment to Compensate for Heat During Summer Months*

It is understood and agreed that the company will continue the practice of paying a 5 percent heat factor during the summer months, beginning with the third Monday in the month of May and up to the first Monday in September.

**PAY FOR NONOCCUPATIONAL ACTIVITIES**

In certain industries agreements often allow pay for time spent on activities which are only indirectly related to an employee's work but which are performed in the employer's interest. Still others provide some form of payment to employees who lose time from work because of various legitimate reasons. In both cases, the intent of such clauses is to assure employees a minimum weekly wage.

In some industries, particularly in the field of public transportation, operating employees may be required to attend court or to locate witnesses in connection with accident suits against the company. In the trade industries employees may be required to spend time attending sales meetings or other company meetings. Pay for time spent in taking physical examinations at the employer's request is some-

times specified. Pay for activities not related to work such as jury duty, voting, or attendance at funerals is also sometimes provided. Practice with regard to these matters, however, frequently is a matter of company policy and is outside of the union agreement.

(Clauses dealing with payment for time spent in such activities as is required of shop stewards and committeemen, and grievance representatives and members of other joint labor-management committees are included in the bulletin on grievance adjustment. Provisions covering pay for lunch and rest periods as well as for other nonworking activities, such as travel time, time for changing clothes, putting away tools, preparing machine for work, etc., are dealt with in the bulletin on hours of work.)

**263. *Regular Pay and Expenses for Necessary Court Attendance in Company's Behalf. Workers' or Court Fees Assigned to Company***

Employees who witness an accident while on duty and later are subpoenaed, and employees who are required to attend court or other business on behalf of the company other than attending investigations, will be paid eight (8) hours, or the regular scheduled day, at the regular rate for each calendar day so held, but if held from regular assignment will be paid not less than the total earnings of that assignment for the entire period held and necessary actual expenses. Any witness or court fees will be assigned to the company.

**264. *Full Pay at Regular Rate for Jury Service; Jury Fees not Deducted***

The company's policy is to allow pay at the classified rate for time not worked on account of jury duty. Jury duty fees received by the employee will not be deducted in figuring these benefits.

**265. *Full Pay at Regular Rates for Jury Service; Jury Fees Turned in to Company***

The company agrees to pay a full eight (8) hours' pay at straight-time hourly rates for each day an employee is required to serve and does serve on any jury provided his or her department is scheduled to work on the day or days actually served on the jury. The employee, however, will be required to turn in to the company the jury duty fees in order to receive compensation above provided.

**266. *Paid Difference Between Jury Pay and Regular Pay for 2 Weeks***

The company agrees to pay an employee called for jury duty on a regular working day (part of the regular five (5) day week) and for a period not in excess of two (2) weeks, the difference between the pay received for such jury duty and his regular straight time eight (8) hours pay.

**267. *Service on Election Boards***

Employees called for service as judges, clerks or deputies at elections and registrations will be paid by the company whatever sum, if any, is necessary in addition to the fees received for these services to reimburse them for earnings lost because of such service or because of time spent in collection of said fees. In this respect an allowance of one (1) hour shall be made for the collection of fees.

**268. *Pay for Time Spent at Company Meetings. Two Hours' Pay for Meetings on Day Off***

In the event that a general meeting of employees or group meeting of the employees shall be called by the company, the hours spent in such meeting shall be

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

*269. Pay for Meetings on Merchandising and Selling*

Employees shall be compensated for attendance at any department or group meeting held for the purpose of imparting information pertaining to merchandise, selling techniques, store regulations, procedures or store policies. Stores are entitled to require attendance at this type of a meeting.

*270. Pay for Time During Physical Examination, Including Travel Time and Expense*

An employee submitting to a physical examination at the instance of the company shall be paid for any wages lost by reason of taking such examination, or for the time spent, including reasonable time spent in travel and expense of same. The company shall make appointments with the examining physician and inform the employee of arrangements made.

*271. One or Two Hours' Pay for Physical Examination Time*

Night men required to report for physical examination in order to obtain a State for-hire license to operate buses, where loss of their own time would result, shall receive one (1) hour pay if the doctor is located in the local division, and two (2) hours pay if the doctor is outside the local division.

*272. Pay for Balance of Shift if Injured on Job*

An employee who is injured in the plants and is sent home because of such injury shall receive pay at his regular straight-time hourly rate for the balance of the shift on which the injury occurred.

**MONETARY ALLOWANCES FOR EXPENSES RELATED TO WORK**

Reimbursement is frequently specified to employees for expenses incurred while on company business or in the course of their work. Such allowances are the practice in industries where employees must travel, use their own automobiles, maintain a telephone, or purchase and maintain uniforms or other equipment.

Agreements covering employees who must travel out of town to their place of work frequently specify that the employer shall bear the cost of such travel. The reimbursement may be a fixed amount for each day away from home or merely the cost of board and lodging at prevailing rates in the community. In some cases, actual time spent in traveling also is compensated for at the employee's regular rate of pay.

Transportation agreements covering regular inter-city runs provide compensation for lay-overs, as well as cost of returning home when the trip ends at a distant stop. Maritime agreements generally require the employer to pay expenses for or to provide transportation to the port of shipment; and transportation home when employment is terminated.

Where the company transfers an employee from one plant location to another, it may furnish transportation or its equivalent. Long-shoremen are provided transportation and paid for the time when moved from the pier of their regular employment.

In the building trades, the problem of wage rates on out-of-town work often arises. The wages paid on such work are usually the home rate or the prevailing rate where the job is located, whichever is higher. Some agreements specify that men shall be guaranteed full-time work while away from home.

Another type of clause provides reimbursement for loss or damage to personal property. Such reimbursement may be for an employee's tools or equipment lost or damaged through fire in the plant, loss of personal belongings because of shipwreck (in the maritime industry), damage to clothing because of inadequate safety equipment, or damage to an automobile used on company business.

**273. Automobile Expense Allowance—Fixed Amount per Mile**

Where the company expressly authorizes an employee to use his private automobile in connection with company business, a rate of seven (7) cents per mile will be paid for such use. The company will assist such employee in securing tire recaps or replacements and extra gasoline allowances to cover such automobile use.

**274. Auto Expense Allowance—Fixed Amount per Mile Plus Percentage Bonus to Cover Unusual War Conditions**

In the event an employee is required to use his personal car on company business he shall enter into an agreement with the company, providing for insurance coverage. Compensation for use of personal cars shall be at the rate of five (5) cents per mile for necessary travel on the job; provided that for a period of 1 year from the ratification and approval of this agreement there will be paid monthly a 20-percent mileage bonus, said mileage bonus to be computed on the basic mileage fixed from time to time in the same manner as heretofore for necessary travel on the job. This mileage bonus is provided in order to take care of unusual conditions arising out of the war emergency and conditions peculiar to operations in the State of \_\_\_\_\_.

**275. Auto Expense Allowance—Fixed Amount per Mile or Weekly Minimum, Whichever is Higher. Allowance Geared to Weekly Mileage Schedule for Named Classifications**

Employees who make available an automobile for use on company business, excluding those on a flat-rate allowance as hereinafter provided, shall be designated by their immediate superior and shall receive 9 cents per mile or a minimum of \$4.50 weekly, whichever is higher.

District manager, branch office managers, full-time distributors, circulations verifiers, advertising and circulation collectors shall receive a minimum of \$20 per 5-day week automobile allowance. Car allowance for a sixth shift shall be an additional one-fifth of the weekly car allowance.

Employees in the above classification shall be paid car allowance upon the following basis:

Up to 250 miles per 5-day week	-----	\$20. 00
251 to 300 miles per 5-day week	-----	22. 00
301 to 350 miles per 5-day week	-----	26. 00
351 to 400 miles per 5-day week	-----	30. 00
401 to 450 miles per 5-day week	-----	34. 00
451 to 500 miles per 5-day week	-----	38. 00
501 to 550 miles per 5-day week	-----	42. 00
551 to 600 miles per 5-day week	-----	46. 00

**276. Company Pays Cost of Employee Telephone Installed at its Request**

All employees who are required by the company in writing to maintain a telephone in their home shall receive from the company the cost of the local monthly service thereof.

**277. Company Pays Cost of Pre-Placement Physical Examination**

Applicants for initial employment shall submit to a physical examination by a local physician appointed by the company. The cost of such examination shall be borne by the company.

**278. Weekly Allowance When Employee Furnishes Work Clothes. Laundering by Company**

An allowance of 50 cents per week per employee will be paid for the furnishing of work clothes as follows: Employees who qualify for the four (4) hour guarantee in any day of the workweek or who, after reporting for work, are excused due to illness or injury, will be paid 50 cents allowance for such week. The foregoing is to apply to regular employees and not part-time employees.

The company will launder all work clothes and be responsible for them while they are in the company laundry.

**279. Employees Paid if Furnish Own Uniform**

Any employee who is required to furnish his own uniform shall be paid in addition to his regular rate of pay 12½ cents per hour for rental of said uniform.

**280. Part of Cost of Laundering Certain Garments**

The company will pay part of the cost of laundry of certain garments (listed below) used during the hours of their employment by employees who regularly work in the following plants: . . . . .

Such partial payment shall be limited to those items listed below. The employee shall pay the cost opposite each garment and the company shall pay the balance, provided the garments are sent to a recognized commercial laundry through the local storekeeper of the company who will collect from the employee his portion of the cost at the time a clean garment is delivered to the employee:

Garment:	<i>Amount to be paid by employee</i>
Coveralls	\$0. 15
Overalls with or without bib	.10
Jacket	.10
Shirt	.10
Sweat shirt	. 10
Cap	.10

**281. *Fixed Allowances for Necessary Tire Changing and Reimbursement for Repairs or Cleaning of Uniform Due to Mechanical Work***

Operators shall not be required to do any mechanical work at garages or stations in cities where company maintenance employees are available. It is expected that if operators develop mechanical trouble en route, they will make every effort to make repairs as quickly as possible. In the event of doing so they damage or soil their uniform, they will be reimbursed for repairs or cleaning when the same is properly reported to the company.

When an operator is required to change tires or to install or remove chains en route, or at station where company maintenance employees are not available, one dollar (\$1) will be allowed for each tire change and one dollar (\$1) will be allowed for each installation or removal of chains. It is understood that not more than one dollar (\$1) will be paid to an operator for installing and/or removing chains on any one schedule.

**282. *Premiums Where Bonds or Insurance Required***

Wherever the employer requires the bonding of any employee or the carrying of any insurance for the indemnification of the employer, the premiums for the same shall be paid by the employer.

**283. *Necessary License Fees***

The company will reimburse employees for the cost of licenses required in the performance of their duties after the employees have completed their probationary period of ninety (90) days.

**284. *Compensation Up to Set Maximum for Loss of Clothing Due to Shipwreck***

In the event a ship of the company is lost the crew shall be recompensed for the loss of clothing, not to exceed three hundred dollars (\$300) and to be repatriated to the port of signing articles with subsistence, room, and wages as per section 14 of this agreement.

**285. *Company Furnishes Insurance to Cover Loss to Personal Property***

The company agrees to place in effect insurance covering the loss of personal belongings and clothes of the members of the union due to shipwreck in an amount not to exceed \$150 per man. Failure to provide such insurance shall place this responsibility upon the company.

**286. *Reimbursement for Clothing Damaged Despite Company-Furnished Protective Clothing***

The company agrees to furnish rubber aprons, boots, and gloves to all employees working in or in connection with sulphuric acid and the company further agrees that each employee working in or in connection with the sulphuric acid who wears the above provided protective clothing as furnished by the corporation and sustains clothing damage, the corporation will compensate such employee for damaged clothing at the rate of \$1.50 per garment.

**287. *Reimbursement for Loss of Personal Property not due to Employee's Negligence. Maximum Employer Liability***

The employer agrees to be responsible for the loss of or damage of clothing of employees while on duty, provided, however, said loss or damage is not due to the fault or negligence of any employee. The employer shall not be responsible for loss of or damage to clothing of employees caused or contributed to by the fault or negligence of any employee.

In no event shall the employer be responsible for any property other than wearing apparel, as to which its liability shall not exceed fifty dollars (\$50).



**288. Compensation Up to Certain Fixed Amount for Loss of Tools**

In case of fire the tools of the members of the party of the first part placed within the mills for safekeeping, the employer shall be held responsible for such loss which shall not exceed a maximum of seventy-five (\$75) dollars in each individual case.

**289. Reimbursement for Damages to Auto While on Company Business**

If through no fault of his own, the automobile of any such employee is damaged while being operated on business of the [employer] to such an extent that actual cost to him of necessary repairs is more than twenty-five dollars (\$25) and he is unable to recover such cost from any other source, he shall be entitled to reimbursement after ninety (90) days for the unrecovered balance, but in such case the employee shall continue to make every reasonable effort to obtain reimbursement from other sources if there appears to be any possibility of recovery therefrom and shall also assign to the [employer], if required by it to do so, his claim or claims for reimbursement from such other sources. If the employee thereafter makes any recovery from other sources, he shall turn over to the [employer] all sums so recovered up to the amount of the payment made to him by the [employer]. If the employee's claim or claims are assigned to the [employer] and the [employer] thereafter recovers an amount in excess of that paid by it to the employee, it shall turn over such excess to the employee. In no event shall the amount paid by the [employer] under this paragraph exceed the value of the car at the time the damage is sustained.

**290. Company to Pay for Lodging and Fixed Amounts for Meals**

Pilots, when at other than their regular lay-over stations, shall receive reasonable expenses incurred for lodging.

Meals: Pilots, when at their regular lay-over stations away from their home domiciles, shall be allowed expenses for meals during periods when they would normally require meals not to exceed \$3.50 per day, prorated as follows:

Breakfast.....	\$1. 00
Lunch .....	1. 00
Dinner .....	1. 50

Pilots, when away from their home domiciles at points other than their regular lay-over stations, shall receive reasonable expenses incurred for meals and transportation.

**291. Out of Town Work—Pay for Travel Time Plus Expenses. Travel on Overtime Days Paid at Overtime Rate**

In the event employees are sent on jobs away from their regular place of employment, all time taken up in traveling to and from outside work shall be paid for at straight time plus actual and necessary expense until destination is reached and the employees have returned to their places of regular employment. If employees are required to travel on overtime days, they shall be paid travel time at overtime rates. Travel time pay not to exceed eight (8) hours in any twenty-four (24) hour period, eight (8) a. m. to eight (8) p. m. First class transportation shall be provided or allowed.

**292. Out of Town Work—Transportation, Meals, Per Diem, and Laundry Allowance. On Work Within Daily Connecting Distance, Receive Transportation, 10 Hours' Pay for 8 Hours' Work and Lunch Money**

When outside men must remain away from home overnight, they shall be allowed transportation, including sleepers, if any, their meals on the train, and

while on location on the job \$7 per day for living expenses, and an allowance of \$2 per week for laundry. If living conditions in certain sections or cities warrant increases of rates established herein, they will be granted if legitimate.

Where outside machinists are expected to travel from their homes to jobs out of [city] but within convenient distance of returning home at night, they shall deliver as nearly as possible eight (8) hours' actual work on the job and shall be paid, in addition to transportation, ten (10) hours' pay at the outside rate, plus seventy-five cents (75¢) per day for luncheon. Where the work amounts to less than one day, they shall be paid at the outside rate from the time they leave [city] until they again arrive in [city].

**293. *Per Diem Allowances for "On the Road" Workers in Addition to Traveling Expenses***

Member of local ——— working "on the road," shall receive not less than \$4 per day hotel expenses, together with all traveling expenses from date of leaving until they return to their home.

**294. *Transportation Costs for Transfers Out of Home District***

In case an employee reports to a designated point for work under instructions and then is instructed to report to another point for work, transportation shall be supplied by the company or compensated for at the rate of four and one-half cents (4½¢) per mile. If, at the company's request, an employee is transferred from one district as defined by the company to another, he shall be allowed the reasonable cost of transportation for himself, and shall be paid for any of his regular working days lost, and in the event of traveling on his regular days off shall be compensated for same at his regular rate. Any time consumed in traveling on regular days off shall not be considered as time worked. If such transfer is permanent the company will also allow reasonable cost for transportation for his family and household effects.

**295. *Employer Pays Transportation Expenses of Employee and Family Where Transferred to Another City***

No employee shall be transferred by the publisher to work in another city, whether in the same enterprise or in other enterprises conducted by the publisher, or by a subsidiary related to the parent company of the publisher, without the employee's consent. An employee shall not be penalized for refusing to accept such a transfer. In the event a transfer is agreed upon, the publisher shall pay all transportation expenses of the employee and his family in connection therewith, and there shall be no reduction in salary or impairment of other benefits of this agreement as a result of such transfer.

**296. *Transportation for Work Outside City Limits***

The employer shall be required to pay transportation for any employee ordered for work outside of the city limits.

**297. *Employer to Pay Fare Exceeding 20 Cents***

All transportation to and from the jobs in this territory in excess of twenty (20) cents shall be paid by the party of the first part [employer].

**298. *Specified Meal and Room Allowances in Lieu of Board and Lodging***

When board is not furnished, unlicensed members of the crew shall receive the following allowances:

(a) In lieu of breakfast.....	\$0.90
(b) In lieu of dinner.....	.90
(c) In lieu of supper.....	.90

When men are required to sleep ashore, two dollars and fifty cents (\$2.50) shall be allowed for room.

**299. Pay for Time to Secure Medical Treatment if Injured on Job**

Employees required to take time off from their work to secure medical treatment for injuries received on their job shall be paid their regular pay by the employer for the actual work time consumed.

**NON-MONETARY ALLOWANCES**

Agreements in a number of trades and industries—building service, hotel and restaurant, bus and street railways, among others—make some provision in regard to uniforms. Sometimes the employer bears the entire expense of furnishing and laundering uniforms; sometimes he pays only a part of the original cost of the uniform; and sometimes uniforms furnished by the employer are laundered at the employee's expense. In lieu of furnishing work clothes, meat-packing companies contract to pay the employee an allowance of 50 cents per week.

In leather tanning, chemical, and a few other industries where employees work in wet places or handle toxic substances, employers often furnish rubber boots and aprons, gloves and similar protective wearing apparel. In coal mining the operators are required to furnish or pay for all necessary tools and safety equipment, excluding personal wearing apparel, such as hats, clothing, shoes and goggles. In other agreements, the employee may be required to purchase such equipment at their expense, but in such instances a limitation is usually placed on the total cost.

In some industries, wages in kind, services, privileges or goods are furnished as net additions to the employee's money wages and these are sometimes covered by agreement clauses. Practically all workers on seagoing ships are given board and room as part of their compensation. Maritime agreements usually also provide for allowances when subsistence and quarters for the crew are not furnished aboard the vessel while in port. A small number of hotel employees also receive board and room. Restaurant and cafeteria workers sometimes are given one or more meals in lieu of cash, or are permitted to buy meals at reduced prices. The right to buy goods at discount, for example, is sometimes allowed to clerks in retail establishments.

Sometimes goods or services are given to the employees without becoming an issue in wage negotiations. Many brewery workers, for instance, receive free beer and many bakery workers receive certain bread products. In the railroad and transportation industries, employees may receive free transportation for themselves and their

families. Although these are seldom mentioned in the agreements, references to such perquisites are sometimes found.

**300. *Employer to Furnish, Clean, Launder and Maintain Uniforms, Linen and Tools***

The employer shall furnish, clean, launder and maintain whatever uniforms, linen or tools that are used in his service by a union member. Such uniforms, linen or tools shall remain the property of the employer at all times.

**301. *Company to Furnish Necessary Protective Clothing; Gloves Furnished at Half-Price***

In all operations where rubber boots and aprons are required, the company will furnish them. Such items will be charged to the employees and in case of loss or unnecessary damage, the employees will be responsible. In designated operations where gloves are required, the company will furnish them at one-half of cost price.

**302. *Company to Replace Worn Out Uniforms Under Specified Conditions***

The company will furnish replacements of worn-out standard uniforms up to a maximum allowance of four sets per year under the following conditions:

- (1) Employees agree not to wear such uniforms outside the plant.
- (2) Employees agree to keep a neat appearance, and wear suitable hair covering at all times while on the job.
- (3) Upon termination of employment the uniforms will be returned to the company.
- (4) Lost or stolen uniforms will not be replaced.

**303. *Uniforms Furnished by Employer Become Employee's Property After 6 Months***

The employer agrees to furnish each female employee in the bottling house with uniforms. The employees will launder and clean these uniforms themselves. The uniforms will remain the property of the employees who have worked six (6) months for the company; for less than that period, the uniforms shall be returned if the employees leave.

**304. *Employer Furnishes Tools and Safety Equipment***

The management shall furnish all necessary mine workers' tools.

Safety equipment and devices, including electric cap lamps, and also carbide lamps, shall be furnished by the management without charge. This shall not include, however, personal wearing apparel such as hats, clothing, shoes, and goggles. In lieu of furnishing carbide lamps and carbide, the operator may, at his option, pay to the mine workers who use carbide lamps at their work 6 cents per day and the mine workers shall continue to furnish their own carbide lamps and carbide.

No charge shall be made for blacksmithing.

**305. *Company To Furnish Specified Tools; Replace Others***

The company will furnish those knives, steels, whetstones, and meathooks which are necessary for the work. Said items will remain company property. This provision will not be retroactive. Present plant practice shall be continued with respect to furnishing of heavy tools and safety devices and equipment.

The company will, upon presentation of a broken or worn-out tool, replace the following articles: rules, hammers, screw-drivers, taps, drills, pliers, and end wrenches.

**306. *Employees To Receive Meals as Part of Compensation***

All employees in the catering (food and drink) departments with the exception of banquet waiters and waitresses, shall receive meals as part of their compensation while on duty, which meals shall be palatable and wholesome.

All meals are to be served in a clean, well ventilated and sanitary place.

All cooks are entitled to receive three bottles of beer a day without cost, or three glasses of draught beer, if the establishment has draught beer.

**307. *Subsistence, Quarters, Maintenance and Cure Furnished Maritime Workers***

Licensed deck officers of the classifications hereby designated (or equivalent classifications, regardless of what titles may be used by the respective general agents) shall be paid the following monthly wages; together with subsistence, quarters, maintenance and cure as customary.

**308. *Company Furnishes Soap for Personal Use and for Washing Clothes (on Company Time)***

The company will furnish suitable soap for bathing; however, shall not be required to furnish in excess of three (3) bars per week to each employee. The kinds of soap purchased for this purpose shall be limited to six, such kinds to be designated by the workmen's committee. The company shall also furnish soap for washing clothes, each man to be entitled to receive one (1) pound per week and each man shall have thirty (30) minutes per week for washing clothes on company time.

NOTE.—This agreement covers a chemical plant.

**309. *Discount on Company Goods***

All employees covered by this contract shall be privileged to receive their dairy products from their employer at established wholesale prices, provided he or she buys them at the counter and pays cash for them and if products are delivered to employees home, employee will receive a 10 percent discount.

**310. *Employee May Take Home Specified Amount of Bakery Products***

Each employee is entitled to take home for his family, bread and rolls of the value of thirty cents a day.

**311. *Employee Purchases at Cost Price***

Employees shall be charged no more than cost price (including taxes and handling charges) for any merchandise such as clothing, tools, etc., purchased from the employer.

**312. *Free Transportation on Company Lines***

Free transportation on all lines of said company shall be granted to all members covered by this agreement.

### *Deductions From Wages*

The type of deductions which an employer may make from an employee's pay is sometimes covered by union agreements. Allowable deductions may be listed. These may include union dues and assessments, employee contributions to employee benefit plans, reimbursements for damages, spoilages or loss of company equipment or property, and deductions required by law. As a safeguard against unjustified deductions for damaged goods, the conditions under which such deductions are permissible may be outlined and an employee may be given the right to appeal under the grievance procedure if he does

not consider a deduction warranted. An employer may resort to discipline or discharge for poor, careless, or damaged work in lieu of, or in addition to, reimbursement.

**313. *No Fines for Any Cause***

There shall be no fines levied against any employee for any cause whatsoever.

**314. *Deductions Prohibited Unless Agreed to by Unions***

The company shall at no time deduct any money from employees' pay, except as provided by law, unless said deduction is agreed to by the union and then only for such duration as agreed.

**315. *No Deductions for Damaged Products***

The company and the union agree that the present policy of not charging any individual worker for damaged shoes shall be continued.

**316. *Deductions Allowed for Damages Under Certain Conditions***

The union agrees that deductions for spoiled work may be made by the company from employee's earnings in excess of the weekly basic earnings guarantee, provided (1) that employee fault is established, (2) that the amount deducted does not exceed the price paid for the operation, (3) that the rejection must be made within four (4) months before hardening and two (2) months after hardening at plant No. 1, and within two (2) months before hardening or one (1) month after hardening in plant No. 2 of the date when the operation causing the spoilage occurred, and (4) that the deduction must be made within one (1) month at plant No. 1 and within two (2) weeks at plant No. 2 after the final inspection rejection is made.

Before the employee is charged for spoiled work he shall be given the opportunity to check such spoiled work, and any disagreement as to the responsibility for spoilage shall be subject to the grievance procedure.

**317. *No Deductions for Accidental Damage***

There shall be no deductions from the wages of service employees for any accidental damage to property of the establishment or guests, or for inadvertent failure to see that a guest has properly checked out.

**318. *No Deduction for Defective Work Unless Union Committee and Management Agree on Employee's Responsibility***

No employee shall suffer any loss because of defective work unless the price committee of his department and the management mutually agree that defective work is due solely to his or their responsibility and is not due to defective materials or incorrect advice on the part of supervisory employees.

**319. *No Deductions for Damages Unless Wilful Neglect Shown***

No employee shall be charged for breakage, material damage, or products damaged, except in cases where wilful neglect or malicious intent can reasonably be shown. In the event that any employee is charged with causing wilful damage to any of the company's property or equipment such employee shall be subject to hearing by the union at which the employer may be represented.

**320. *Damages Charged Only as Necessary to Prevent Carelessness; Disputes Grievable***

It is agreed that only such damages shall be charged to the operators as the company believes essential to prevent carelessness. If any operator believes

that such charge is unjust, he has the right to take the matter up through the regular grievance procedure.

**321. *No Deductions for Cash Shortage Until Employee Checks Cash Register***

There shall be no cash deductions from the wages of any bartender for any cash shortage without first permitting the bartender to verify said shortage by personally checking the cash register.

**322. *Deductions Allowed for Damages***

When electric cap lamps are furnished by the operator, the charge shall not exceed eight cents (8¢) per day for each shift a lamp is used. Any damage to or breaking of the lamp shall be repaired by the operator and the cost thereof charged to the mine worker in whose possession the lamp was when the damage resulted.

**323. *Deductions Allowed for Impurities***

If a car contains an unreasonable amount of impurities, the mine worker or mine workers so offending shall be subject, on the first offense, to warning and dockage; and for the second offense in any 30-day period to 2 days' suspension and dockage; and for the third offense in said 30-day period, to dockage and discharge; provided, that in malicious and aggravated cases, the mine management shall have the right to discharge.

**324. *Employee Responsible for Loss of Tool Checks or Employee Badges***

Employees shall be held responsible for loss of tool checks or employee badges and shall be charged for same at cost of replacement.

**325. *Deductions Allowed for Tardiness***

Any failure to ring the clock card will result in the deduction of fifteen (15) minutes. The penalty for being late will be the remainder of the quarter hour in which the card is punched in, plus the time the employee is late.

**326. *Deductions Allowed for Group Insurance Premiums and Long Distance Calls***

Other deductions from pay rolls for group insurance premiums and emergency long distance telephone calls shall continue as heretofore.

**327. *Specified Deductions and Amounts Listed***

Pay-roll deductions may be made to reimburse the company as follows:

- (1) For cost of tools and equipment issued to an employee but not returned by him, such cost to be subject to wear of the tools.
- (2) For each tool check lost and not returned, the sum of twenty-five cents (25¢).
- (3) For any indebtedness due to the company covering purchases made by an employee through the company.
- (4) For any loans or advances made to the employee by the company.
- (5) For each employee identification card or identification badge lost or destroyed, a sum of one dollar (\$1).
- (6) For a lost key, a sum of one dollar (\$1).

**328. *Pay-Roll Deductions if Required by Law or With Employee's Consent***

Pay-roll deductions may be made as specifically required by the Federal, State or municipal laws and may be made also, by mutual agreement with employees, in matters affecting war bond issues or war financing, or under other mutually agreed circumstances.

### *Retroactivity of Wage Increases or Adjustments*

Where wage negotiations are protracted, unions frequently ask employers to consent to retroactive wage adjustments on the basis finally reached. The purpose of retroactivity is simply to insure the parties that they will suffer no loss through the continuation of negotiations; otherwise, the morale in the plant would be greatly disturbed and the pressure for a work stoppage would be greatly intensified. In the very nature of the case, retroactivity is concerned largely, if not wholly, with wage payments.

The principle of retroactive payment of wage increases is not new. It has long been used by labor and management to promote peaceful wage negotiations and remove the most important element of uncertainty. Many wage reopening clauses specifically make wage increases retroactive to the date notice was first given of desire to reopen wages, or to the date negotiations started, or to the date the issue was submitted to arbitration. In some cases, however, a limit may be placed on the length of the retroactive pay period for future wage adjustments. Where provision is not made for retroactive wage increases in case of arbitration, the question of retroactivity may also be left to the decision of the arbitrator.

#### *329. Retroactive Pay to Employees no Longer in Service*

Any employee who has died, quit, or been discharged subsequent to July 1, . . . shall receive the amount of the increase in wages provided for in this agreement up to the date on which his employment terminated.

#### *330. Retroactive Pay Provided on Pay Roll 15 Days During Period of Retroactivity*

Any employee covered by the terms of this contract who has either quit or been discharged since March 1, . . . , shall receive the amount of the increase for his classification up to the date upon which his employment with the company terminated, provided that retroactive pay will not be paid to any employee not on the company's pay roll for a total of fifteen (15) days during the period of retroactivity.

#### *331. Part of Wage Increase Made Retroactive. Employees Entering Military Service and Laid-off Employees Entitled to Retroactive Pay*

It is mutually agreed that, subject to approval by the wage stabilization board, a general wage increase shall be paid to hourly employees as follows:

(1) Thirteen and one-half cents per hour increase will be added to all base rates and straight hourly rates, effective April 27, . . .

(2) Seven and one-half cents per hour of this increase will be paid retroactive to March 1, . . .

The retroactive pay in (1) and (2) above will be paid to employees (including those on piece work rates) on the basis of the number of straight-time and overtime hours worked since March 1, . . . up to the day when the rates are adjusted so as to include the 13½ cents increase.

The above general increase and retroactive pay will be paid only to those hourly employees on the company pay roll on April 27, . . . , except that the following persons will be paid in accordance with the above plan for the number of straight-time hours and overtime hours worked between March 1, . . . and



April 27, . . . , and will have the 13½ cents added to their base rate, if and when they are reinstated.

(1) Employees who left the employ of the company to enter military service between March 1, . . . and April 27, . . .

(2) Laid-off employees who have maintained their eligibility to be reinstated as of April 27, . . . in accordance with the present collective bargaining agreement signed April 30, . . .

### *332. No Retroactive Pay to Specified Employees*

The parties mutually agree to the following conditions:

(1) Retroactive pay adjustments will be made covering the period from November 5, . . . , to the date of closing of the stores in . . . on October 5, . . . , with the express understanding that no retroactive pay adjustment will be granted or made to any employee who during this period (a), terminated his or her employment and (b) is no longer employed in the industry in . . . County, unless such employee still resides in . . . County. Provided, however, that it is further expressly understood and agreed that no retroactive pay adjustment shall be made or granted to any employee not on pay roll on October 4, . . . , who during this period has been employed ninety (90) days or less in said industry. The provisions hereof shall apply only to employees who were members of the union on October 5, . . . , or to members of the union on withdrawal on said day.

### *333. Computation of Retroactive Pay: Amount of Increase Times Actual Hours Worked During Specified Period*

Retroactive pay shall be the cents increase per hour times actual hours worked in the period of February 1, —, to May 15, —, inclusive.

Payment of retroactive pay applies only to employees on the pay roll as of May 16, —. [Effective date of agreement.]

### *334. Settlement of Wage Grievance Retroactive to Date Submitted to Industrial Relations Department*

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

### *335. Time Limit on Retroactive Pay Period for Future Wage Adjustments*

As soon as possible after machinery and other equipment have been installed, and, in any event, within 30 calendar days after a production employee has been placed on the job, the shop committee and management shall negotiate the rate and classification, and when negotiations are completed, such classification and rate shall become a part of the local wage agreement, and the negotiated rate, if higher than the temporary rate shall be applied retroactively to the date the production employee started on the job.

### *336. Ninety-Day Limit on Retroactivity of Rates Finally Established on New or Changed Jobs*

At the start of a new job which has been placed into production and which cannot be properly placed in existing classification, the company will notify the union and will set up a new classification and a rate covering the job in question, and will designate it as a temporary rate and classification. This temporary rate and classification shall not be in effect more than thirty (30) days

during which time the union and the company shall negotiate the new rate and classification for the job.

If the negotiated rate on the new job is higher than the temporary rate, it shall be applied retroactively to the date the production employee started on the job, except that retroactive payment in no event shall exceed ninety (90) calendar days.

### *Period and Form of Wage Payment*

#### PAY DAY

The majority of union agreements which specify pay periods provide for a weekly payday.<sup>5</sup> Wages, however, may be paid daily, bi-weekly, semimonthly or at any other interval.

Factory and office workers are generally paid weekly or biweekly. Technical and supervisory employees are often paid biweekly, semi-monthly, or monthly. Daily payment of wages may be required by the union in special cases where there is doubt as to the employer's ability to continue wage payments. The wages of crew members of sea-going ships are almost always calculated on a monthly basis, with payment in full frequently being made only at the end of the voyage.

In many agreements a specific day of the week is designated as pay day, with the further provision that, should this fall on a holiday, the pay day shall be the day preceding. The actual hour of payment may be also specified and where a plant is operating several shifts, the agreement may set the time of payment for employees on the various shifts. In a few cases, where employees are not paid every week, special provision may be made for payment on other than the regular pay day. Laid-off or discharged employees usually are paid all money due them immediately. On the other hand, an employee who quits may be required to wait until the regular pay day.

#### 337. *Workers Employed Daily, Paid Daily*

Men employed by the day shall be paid at the end of the performance.

#### 338. *Weekly Pay Period*

The company will continue its present policy of paying on Friday of each week (except where the company finds it desirable for the convenience of its employees to pay off on an earlier day).

#### 339. *Weekly Pay Day Unless Present Practice Otherwise*

Pay day shall be weekly unless presently established otherwise. In no case shall more than one pay period be held back.

NOTE.—This agreement was negotiated with an employers' association.

#### 340. *Biweekly Pay Period*

The present method of biweekly pay shall not be changed without mutual consultation.

<sup>5</sup> A number of States have legislation requiring employers to maintain regular pay days for their employees. The semimonthly or biweekly pay period is most commonly required by law, but in a few States weekly pay days are required. Bulletin 58 of the Division of Labor Standards, U. S. Department of Labor, published in 1943, summarizes the wage-payment laws of the various States.

**341. *Temporary Employees Paid Daily; Others Paid Weekly on Company Time***

Temporary employees are to be paid at the end of each working day. All other employees are to be paid on a weekly basis on a fixed day of each week, on the premises and on the employer's time. If payment is made by check, the employer shall provide facilities for cashing such checks on the day of issuance.

**342. *Pay Day Advanced in Event of Holiday***

Wages shall be paid in full on a weekly basis every Friday. If a holiday falls on a Friday, pay day shall be the preceding day.

**343. *Waiting Time Penalty if Employees Not Paid Promptly***

If employees are not paid off at the regular time upon the regular pay day, they shall be entitled to claim full wages for waiting time not to exceed 2 days.

**344. *No Work for Employer Permitted Until Wages Paid in Full***

If any member of this union fails to receive when due his wages from his employer for work performed and this union has been notified of the same, no member will be allowed to work for the employer in question until said wages have been paid in full.

**345. *Workers May Stop Work if Not Paid Promptly***

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

**346. *Daily Payment of Wages Required for Special Reasons***

If any houses becoming delinquent or tardy in the payment of wages, or operating in receivership by the board of trade, or a creditors' committee, or in case of liquidation, bankruptcy, or sale of business, all salaries accrued become due and must be paid at once. In such cases the union reserves the right to demand and receive daily payment of wages to all members employed.

**347. *Employer to Furnish Security if Fails to Pay Wages for 1 Week***

The employer must pay the full week's pay in cash to the steady man at the end of the week. He is also responsible to the jobber or substitute for his wages. It is understood and agreed that if at any time during the term of this agreement, the employer should fail to pay wages for 1 week then and in that event, such employer shall be required to deposit with the union as security for the payment of the future wages during the term of this agreement a sum amounting in the aggregate to 2 weeks' wages earned by all members of the union in that employer's hire.

**348. *General Limitation on Amount of Pay Withheld***

Employers may withhold where necessary a reasonable amount of wages due, to enable them to prepare the pay roll.

**349. *One-Day Hold-Back***

The pay week shall end on Thursday and wages shall be paid weekly in cash or check not later than regular quitting time on Friday.

**350. *Five-Day Hold-Back; Employees Terminated or Quitting Paid as Soon as Possible***

All employees shall be paid semimonthly by the end of their tour on each fifth and twentieth, unless circumstances beyond the company's control prevents. Payment shall be by check and shall include a statement of earnings including all deductions from the employee's earnings which shall be listed on such statement. On such pay day all wages shall be paid which were earned and unpaid at the close of the workday on the previous fifteenth or last day of each month; provided that when an employee is discharged or laid off, or when an employee quits or resigns employment, all wages earned and unpaid will become due and payable as soon as possible.

**351. *Terminated Employees Paid Off Immediately***

All men laid off or discharged by an employer shall be paid immediately and up to the time they receive all money due them, and shall be given at least 1 hour's notice of lay-off.

**352. *Terminated Employees Paid Off Immediately; Employee Who Quits, Within 72 Hours***

An employee who is discharged or terminated by the employer shall be paid off in full immediately. Any employee who quits shall be paid off in full within seventy-two (72) hours after termination.

**353. *Terminated Employees Paid Off Immediately; Employees Who Quit, on Regular Pay Day***

When members are laid off or discharged, they shall be paid in full in cash or other legal tender on the job immediately, and if required to go to some other point or to the office of the employer, the member shall be paid for the time required to go to such place. When members quit of their own accord, they shall wait until the regular pay day for the wages due them.

**354. *Time Specified for Payment of Each Shift***

Employees will be paid weekly as follows:

The midnight shift will be paid after 8:00 a. m. Friday, the afternoon shift will be paid after 3:30 p. m. Friday, and the day shift after 4:24 p. m. Friday.

If the plant is not scheduled to work on Friday, the checks will be made available at 3:30 p. m. on Thursday. The afternoon shift will be paid after 3:30 p. m. on Thursday, the day shift after 4:24 Thursday, the midnight shift after 8:00 a. m. Friday morning.

On pay day the distribution of pay checks will be handled as expeditiously as possible.

**355. *Pay Day on Company Time***

All employees will be paid every Friday by cash or check and on company time. If the pay day Friday falls on a holiday or is a general lay-off day, then Thursday will be pay day for that week.

**356. *Wages To Be Paid Within 30 Minutes After Close of Pay Day***

Journeymen plumbers shall be paid not later than 30 minutes after the close of the regular pay day or the day set aside as pay day.

**357. *Provision for Employees in Field To Be Paid on Regular Pay Day***

All plant employees located in divisional cities shall be permitted to draw their pay locally on the established pay day if their pay checks do not arrive on time.

**358. *Advance of Up to 80 Hours' Pay Possible***

An employee who attains at least 1 year's continuous service with the company shall be entitled to an advance of money from the company up to an amount equal to eighty (80) hours' time at his rate of pay if he is off duty with permission of his supervisor. However, the employee shall notify his supervisor of his desire to receive an advance or go into the red. Such time owed the company shall be called red time.

Red time owed the company shall be credited with overtime earnings of the employee, with exceptions of the overtime earnings of regular 6-2 shift workers.

When the red time of an employee is sustained at a fixed figure for a period of three (3) months, the company shall deduct four (4) hours' pay from each pay check of the employee for repayment of the money owed the company until the total amount of red time has been repaid.

When the red time of an employee reaches the maximum of eighty (80) hours and remains at that figure for a period of two (2) months, the company shall thereafter deduct four (4) hours' pay from each pay check of the employee for repayment of the money owed the company until the total amount of red time has been repaid. If the employee has been absent under the sick leave plan, such repayment shall commence two (2) months after he has resumed his regular duties.

If an employee fails to reimburse the company for such red time owed, such money shall be repaid by the local union. However, when an employee dies, the union shall not be required to reimburse the company for red time owed by such deceased employee.

**359. *Errors in Pay Corrected Within 3 Days***

The employer, when notified of error in wages of any employee, must correct the error and reimburse the employee within three (3) days of notification.

**METHODS OF PAYING WAGES**

Wage payments are generally required to be in cash as a convenience to the employees. It also reduces the workers' risk of loss of wages through unsuspected insolvency of an employer. In the building trades and in the needle trades especially, it is not unusual to find provisions requiring that wages be paid at a definite time and in cash, probably as a result of experience in these trades with employers who disappeared with the pay roll or who gave the workers worthless checks for their wages. Payment in cash also prevents the use of scrip or tokens redeemable only at company stores. Payment by check is expressly permitted under some agreements and tacitly permitted under others which omit any mention of the form in which wages are to be paid. If checks are used, an employer may be required to pay bank service charges or arrange for check cashing facilities, or allow employees time off to cash the checks. If time is allowed for check cashing, a definite period or length of time may be set aside for the purpose.

Some agreements require that payment be made during working hours, so that employees will not be required to spend their own time waiting for their wages.

In general, union agreements do not require that each pay period shall cover all time worked up to and including that of the pay day. The employer is allowed time between the close of the pay period and the pay day to prepare the pay roll, especially where the calculation of the amount of wages due is involved, as under some incentive systems. A few agreements specify that payment is to be made on the day following the close of the pay period, while in others the employer is given from 2 to 5 days in which to prepare his pay roll. Penalties are sometimes stipulated against an employer if the employees are not paid promptly as agreed. Such penalties may be fixed in the agreement or they may be assessed by an arbitrator.

**360. *Wages Paid in Cash***

Wages will be paid in cash not later than Wednesday of each week for work during the preceding week.

**361. *Wages Paid in Cash or Other Legal Tender***

The regular pay day shall be once a week on such day as agreed upon between the employer and the local union, and wages shall be paid before quitting time, and wages shall be paid in cash or other legal tender.

**362. *Wages Paid in Cash or Check***

All members of this union shall be paid their wages at least once every 2 weeks, in U. S. currency or check, and not later than Wednesday.

**363. *Wages Paid by Check***

Employees shall be paid on a regular designated day once each 2 weeks, by check. When an employee is discharged, he shall be paid off immediately by check. When an employee is laid off, at his request he shall be paid off immediately by check.

**364. *Check Cashing Facilities Furnished***

All payments shall be in cash or the employer shall provide facilities for cashing any checks on the premises.

**365. *Company Will Pay Bank Charges for Cashing Pay Checks***

When it is necessary to incur bank charges for cashing pay checks of line-gang employees or other plant employees working away from headquarters, the company agrees to assume such bank expense.

**366. *Specified Addition to Pay Checks to Cover Check Cashing Charges***

In order to cover bank service charges for cashing checks, the sum of 10 cents will be added to each pay check.

**367. *Scrip Prohibited***

Payment shall be made in cash or pay check, with recognition for legitimate deductions. This is designed only to prohibit the discounting of earnings through the use of scrip or tokens.

**368. *Method of Payment at Company Discretion***

The determination of whether an employee is to be paid by cash or check, and when, shall be the sole responsibility of management.

**369. *Employer May Switch to Payment by Check if He Determines it Safer for Workers. Disputes Arbitrable***

The employer confirms that in accordance with its determination of the wishes of the majority of the employees paid weekly at its . . . plant, it is in course of obtaining necessary equipment and establishing the necessary procedure to pay those employees in cash, instead of by check. In the event that future occurrences demonstrate to the employer that with due regard to the property and lives of its employees, such payment by cash is not in their best interests, the employer shall notify the union in writing of its proposal to revert to its former practice of payment by check, and if within three (3) weeks from the giving of such notice, the parties shall not be able to agree, the matter shall be referred for settlement through the arbitration procedure established under article . . . section . . . of said agreement, in the settlement of which the arbitrators shall weigh the apparent desires of a majority of the employees as only one, but not the determining factor.

**370. *Pay Given on Company Time***

Employees shall be paid on Friday of each week at least 1 hour before the termination of their respective shifts.

**371. *Pay Given on Company Time. No Pay for Waiting Time***

The regular pay day for all shifts shall be on Friday of each week before the employees are regularly scheduled to leave their job. It is the intent of this section to have the checks delivered to the employee while working on the job so that he is not delayed in leaving the plant after the shift is through for the day. It is to be understood that in case this is not always accomplished, no employee will receive pay for waiting for his check.

**372. *Pay on Job. Provisions Made if Employee Not on Job When Pay Distributed***

Where mason tenders are not on the job, for any reason for which the employer is not responsible, when the paymaster is paying off the men, they may be sent to the main office for their pay, but without any allowance for the time spent in going to and from the office; but where the men are not on the job because of any reason for which the employer is responsible, they will be allowed 1 hour with pay in going to the office for their pay.

**373. *Pay Envelope to Contain Details of Wage Payment***

Each employee shall be paid his wages in cash on a specified date of the week in a sealed envelope. This envelope shall bear or contain a slip of paper bearing the name or number of the worker, the regular hours, and the hours of overtime work done during the week and the amount contained in the said envelope. A permanent record showing how the weekly pay of the worker is calculated shall be kept by the employer.

**374. *Employer Failing to Pay Wages Earned Must Post Wage Surety Bond***

In order to protect the public against mechanics' liens and the employees from loss through irresponsible employers, such individual employer failing to fulfill the wage requirements of this agreement shall—before members of the union are again permitted to work for him—furnish the union with a wage surety bond of a recognized surety company—acceptable to the union—in the sum of not less than five hundred (500) dollars nor more than the estimated weekly pay roll. (Property bonds, securities, or cash deposits shall not be accepted.) The joint conference committee shall not accept any bond which is not written exactly in accordance with the prescribed form.

**375. *Penalty Equivalent to Expenses Incurred in Collecting Wages Due if Employer Has Insufficient Funds to Honor Pay Checks***

Wages shall be payable in United States currency, or check, at the option of the employer. Any member of the party of the first part [employers' association] who fails to have sufficient funds in the bank to meet all pay checks issued to members of the second part [union] shall be penalized by the joint arbitration board, to the extent to a sum not less than the expenses incurred in collecting the amount due, the full amount to be paid to complainant.

**376. *Employer Failing to Pay Wages Pays Penalty and Loses Right to Pay By Check***

All wages shall be payable in United States currency or checks at the option of the employer. Any member of the party of the first part who fails to have sufficient funds in the bank to meet all pay checks issued to members of the party of the second part shall be penalized by the joint arbitration board to the extent of a sum not less than the expense incurred in collecting the amount due, the full amount to be paid to complainant including any time lost in making collection as well as depriving the defaulting employer of the right to pay by check.

***Wage Information Furnished to Union***

In order to avoid disputes arising out of claims of improper wage payment, agreements sometimes require that the union be furnished lists of all rates, classifications, and job descriptions, or that the employees receive each pay day a detailed wage statement, or that the union receive periodically a statement of the hours worked and wages received by its members.

**377. *Company To Provide Union With List of Rates, Etc.***

The company will provide the union and keep up to date a list of all rates, classifications, and job descriptions in the mill.

**378. *Union Furnished Job Descriptions, Classes, and Job Evaluation Factors***

On or before March 1, —, the company will submit to the union job descriptions and job classes of all persons in the unit specified in section . . . of article . . . . The company will also submit an evaluation chart showing the factors used by it in determining the job classes. The parties shall meet no later than March 10, —, to begin negotiations on the matter of elimination of any wage-rate inequities existing at such time.

**379. *Detailed Wage Statement Furnished to Employee by Employer***

The employer agrees to furnish each employee with a wage statement, showing period covered, name of employee, hours worked, overtime if any, total amount of wages paid, and to list deductions made.

Wage statement shall be furnished each pay day, provided, however, that upon the termination of employment the employee will be furnished a statement for final payment when final payment is made.

**380. *Union Furnished With Rates and Earnings by Pay Periods***

The company will furnish the union with copies of the rate classifications covered by this agreement.

The company will furnish the local union with the earnings by pay periods of the hourly and monthly employees within the collective bargaining unit.



**381. *Employment and Social Security Records Available to Union***

All members of the union must receive their weekly pay in full on Friday on or before completion of the day's work. Federal and State employment and Social Security records shall be open to inspection by representatives of the union in order to determine that the regular wage scale of the union is upheld. Employer may hold back last day during continuous employment.

**382. *Union Committee May Inspect Pay Checks Before Issuance; May Request Pay-Roll Check-Up by U. S. Labor Department Appointee***

A committee, consisting of not less than two nor more than three members, chosen from among the union's president, vice president, secretary, treasurer, financial secretary and district manager, shall have the right to inspect the pay checks of union employees immediately previous to the issuance of the checks to see that the terms of this agreement are being maintained. If a pay-roll check-up is desired, the U. S. Department of Labor shall be requested to assign someone to do so.



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