

UNITED STATES DEPARTMENT OF LABOR

L. B. Schwellenbach, *Secretary*

BUREAU OF LABOR STATISTICS

Ewan Clague, *Commissioner*

Union-Security Provisions in Collective Bargaining



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Letter of Transmittal

UNITED STATES DEPARTMENT OF LABOR,
BUREAU OF LABOR STATISTICS,
Washington, D. C., May 5, 1947.

THE SECRETARY OF LABOR:

I have the honor to transmit herewith a report on union-security provisions in collective bargaining. It was prepared by Abraham Weiss, Jonas Silver, and Irving Atkins, under the general supervision of Harold S. Roberts, in the Industrial Relations Branch, 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 U. S. 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.

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Union-Security Provisions in Collective Bargaining

Introduction

When a union signs an agreement with an employer pertaining to the terms and conditions of employment, it has acquired a measure of security, at least for the duration of the contract. Certain rules and procedures governing labor-management relationships are established, and one of the most important of these rules involves "union security," i. e., the position of the union and its relationship to the workers in the plant and to their jobs. The union-security provision establishes the requirement that some or all of the workers in the bargaining unit must become and remain members of the union as a condition of employment.

The first step toward union security may be said to have been accomplished when an employer voluntarily, or following National Labor Relations Board certification, recognizes the union as sole or exclusive bargaining agent of the workers in the bargaining unit of the plant. Following such recognition, the employer and union or their representatives enter into collective bargaining to determine the terms and conditions of employment, including union security going beyond simple recognition. The position of the union is based upon the simple proposition that all workers who share the benefits of the collective agreement should at the same time share the obligations of the union. Membership in good standing in the union is regarded as the principal obligation. For the most part, management has opposed the union-security principle because of the fear that control over the supply and quality of its labor force would thereby be placed in the hands of the union. However, the thousands of union agreements which contain union-security provisions of one type or another afford ample evidence that employers and unions have, through the process of collective bargaining, found a basis for reconciling their differences.

Union-security provisions may be formulated in many diverse ways, to meet differing needs of employers, of the particular type of industry or of the union. Variations are based on such factors as extent of membership requirements among present as compared with new employees, methods of hiring with or without direct or indirect aid of the union, and job preference for union members in hiring or firing. Between the closed shop with its requirement of union membership as a condition of hiring and continued employment, and the simple expression of recognition of the union as exclusive bargaining agency, there exists in practice a wide range of possible alternatives on the basis of which agreement may be reached.

Any form of union security agreed upon may be further implemented by the inclusion of provisions such as complete or partial check-off of union dues and assessments, use of company premises for the collection of dues, penalties for loss of union membership, and restraints upon the union's arbitrary requirements of union membership. Many agreements contain a reaffirmation of the statutory prohibition against employer discrimination because of union activity or membership and a pledge on the part of the union not to coerce employees into union membership.

Of an estimated total of 14.8 million workers covered by written agreements in 1946, over 11 millions (78 percent) were working under union-security provisions which in one form or another required union membership as a condition of hiring or continued employment, or both. Approximately 6 million workers, or about 41 percent of all employees under agreement, were covered by check-off provisions.

Closed Shop

Under the "closed shop" form of union security, the company obligates itself to hire and retain in its employ union members only. "Closed shop" has been defined to include recruitment by or through the union or the requirement that all new employees be members at the time of employment. The agreement may provide that the employer may reject a worker, referred to him by the union, who does not meet the specific standards set by the employer or the contract. Under an absolute union hiring clause or a preferential union hiring clause, if the union fails to furnish the necessary workers, agreements usually permit the employer to hire nonunion workers provided they make application for membership or secure a temporary work card prior to or at the commencement of employment. When an agreement establishes the closed shop for the first time, employees are required to become members of the union within a short time after the signing of the agreement. In rare instances an exception is made of workers already in the employ of the company at the time the closed-shop agreement is signed, who need not become union members. Subsequent turn-over will eventually establish the complete closed shop.

Some closed-shop agreements provide that temporary workers hired through union permit cards may be replaced by union members with seniority in the industry, when the latter become available. Some agreements specify that the union shall not unreasonably withhold union membership or so modify its membership requirements as to prevent entry of new workers during the life of the agreement. In effect this means that the union obligates itself not to become a "closed union." Special

safeguards may be added to take cognizance of seasonal employment, by granting temporary work permits to allow an increase in the work force during the period of increased employment.

The "closed shop" form of union security originated and prevails in those trades and industries in which special crafts, requiring high skill and long years of training, still predominate. Coupled with it is an integrated system of apprenticeship training generally extending over a period of several years. Thus the closed shop is found to prevail in most branches of the printing industry, in building and construction, and in bakeries. Other industries, placing less emphasis on crafts and training but with strong and firmly established unions and the closed-shop form of union-security, include the manufacture of men's and women's clothing, and shipbuilding.

Typical clauses, illustrative of the variations in closed-shop provisions, follow.

CLOSED SHOP

1. Simple Closed Shop—Only Union Members Hired

It is agreed that all members of the [employers' association] hiring workmen shall employ none other than members of the unions affiliated with the [local union council] carrying [council] membership cards.

2. New Employees Hired Upon Presentation of Union Book and Working Card

Employers shall employ and retain in their employ only members in good standing in the union. No employer shall employ any employee except upon presentation of the union book certifying to his good standing in the union and quarterly working card issued by the union, bearing the name of the employer and signed by the employee, nor retain in his employ any employees after notice from the union that such employee is no longer in good standing.

CLOSED SHOP—HIRING THROUGH UNION

3. Union to Supply All Workers

Employer agrees to hire all workmen it may require hereunder, in the classifications contained in Schedule "A" hereto attached, through and from the unions and to continue in its employ in said classifications only workmen who are members in good standing of the respective unions signatory hereto and affiliated with and in good standing in the [parent body]. All workmen employed hereunder shall be required to present a clearance card from the appropriate union before being employed.

The unions agree, on requisition of the employer, to furnish competent workmen in the classifications contained in Schedule "A" for the prosecution of the work covered by this agreement. The employer may refuse to employ and may discharge any employee for any just and sufficient cause.

4. Union to Supply Workers Within 48 Hours

All employees included in the scope of this agreement shall be and remain members in good standing of [local union] affiliated with the [union]; provided that new employees shall be allowed not more than 6 weeks from the date of their employment to complete the payment of the initiation fee to the union.

On notification by the union, the company shall discharge within 48 hours any employee refused membership in, or suspended or expelled from the union. The union agrees that no employee will be refused membership in or suspended or expelled from the union without good cause.

The company agrees to hire all new employees for the occupations within the scope of this agreement from the office of the union in [city]. The company further agrees not to discriminate in hiring because of union activity.

In the event that the union is unable to furnish workers in the numbers and with the qualifications required, it shall so notify the company within 48 hours after receipt of written request, and the company shall then be free to secure such employees from any source, provided that such right shall be restricted to the immediate needs of the company and shall not be extended to cover any future needs, which same shall be met in the manner provided above. Provided, further, that new employees not hired through the office of the union shall be directed by the company to report to said office for clearance within 48 hours of hiring, and, in any case, before commencing work. The union shall not unreasonably withhold the issuance of such clearance when proper application is made.

5. Temporary Workers Replaced by Union Members

Employer agrees to employ and retain only members of the union in good standing (office help and superintendent excluded). If union is unable to furnish help in 48 hours, temporary cards will be issued to those workers recommended by employer who are acceptable to the union. Temporary workers shall be replaced when the union can furnish members who have seniority in the industry.

6. Union to Supply Workers Within 24 Hours

All employees, except those described in Section 1 hereof, who are not members of the union in good standing, shall become such union members immediately or be replaced by members of the union in good standing. Employees who may hereafter be hired must be members of the union in good standing at the time of hiring, but all newly engaged employees shall be on trial for a period of four (4) weeks. The union shall be the sole judge as to which employees are members in good standing.

When additional workers are needed, the employer will request the union to furnish them, and if qualified workers are not supplied by the union within twenty-four (24) hours, the employer may engage workers in the open market.

7. Workers Hired Must Apply for Membership At or Before Employment

Company will employ and retain only technicians who are members of the union. Company must first apply to union for new technicians. If union is unable, within 7 days, to furnish competent technicians of the type requested, company can then hire in open market provided that the technicians apply for membership at or before commencement of employment.

8. During Busy Season, Extra Help Must Have Union Permit Cards

Only members in good standing with Local Union No. of the International Union of shall be employed by the undersigned firms.

When help is needed, the secretary of the union shall be notified to supply help. If the union cannot furnish help within 48 hours, the employer may hire help temporarily on permit cards.

Should the union be unable to furnish help during the busy season from April 1st to October 1st, extra help may be employed as long as such employment does not cause any lay-off to the union members. All such extra help shall have permit cards issued by Local Union No. before they can go to work. A permit card is good for one month only but may be renewed monthly during the permit-card season.

All permit-card help must be discharged in the respective department before any union member can be laid off.

9. Temporary Seasonal Employees Need Not be Union Members, but Must Have Temporary Working Permit

The employer agrees that it will employ only members of the union in good standing. The union shall be the sole judge of the good standing of its members and any employee who shall hereafter cease to be a member in good standing shall on written notice to the employer be discharged immediately.

It is hereby understood and agreed that any employees hired subsequent to the signing of this agreement shall become members of the union immediately upon being hired by the employer, provided, however, such employees are to be classified as permanent employees. Employees who are not now members of the union shall become members of the union within 7 days after the execution of this agreement. The union agrees that it will accept such employees into the union as full members upon acceptance and approval of the union and upon payment of its regular dues, and that such employees shall continue as members in good standing provided they abide by and adhere to the constitution, rules and regulations of the union. It is understood, however, that if any employee is rejected by the union, he or she shall upon written notice to the employer be discharged immediately.

The employer shall be permitted to hire temporary employees for a peak season which shall not exceed 60 days in any one year. It is not necessary that these temporary employees be members of the union and as such shall not be affected by the seniority rights of this agreement. They may be released at any time without the necessity of assigning any cause therefor. Prior to their commencing work, such temporary employees, however, must secure from the financial secretary of the union a temporary working permit. Such temporary employees shall be subject to and must abide by any and all rules and regulations of the union relative to and affecting such temporary working permits and shall pay all required fees as prescribed by the union.

It is specifically understood and agreed that the employer shall notify the union when in need of all permanent and temporary employees. The union on its part agrees to furnish the employer with the required number of experienced and trustworthy employees as requested within forty-eight (48) hours after the original request is received, with the exception of female employees for the [name of specific plant] in which case twelve (12) hours' notice shall be deemed sufficient for the notification of these employees to report for work. In the event, however, that the union is unable to supply the employer with the required number of experienced and trustworthy employees, it is hereby agreed that the employer shall then and in that event have the right to hire such additional employees as may be required from any other source, and all such employees shall be subject to the provisions hereinabove contained.

10. Special Group Exempted from Closed-Shop Provision—Learners or Apprentices Have 4 Months in Which to Join Union

The employer agrees to employ none but members of the union in good standing in the mills covered by this agreement excepting, however, office workers, general clerical help, watchmen, maintenance workers, truckers, shipping clerks, firemen, engineers, bobbin boys, fixers, foreladies and foremen. Subject to the above-mentioned exceptions, no new employees will be hired unless they first become members of the union, excepting as to inexperienced help, commonly known as learners or apprentices, who may be employed, but who shall have 4 months after employment within which to join the union.

In the event that the union cannot supply competent workers within forty-eight (48) hours after formal request is made, the employer may secure such workers from other sources, it being understood, however, that such workers shall become members of the union within fifteen (15) days after their employment; should, however, such workers fail or refuse to become members of the union, then and in that event whenever the union will replace them by competent help from the union, such outside workers shall be discharged by the employer immediately upon such replacement.

11. Initial Closed-Shop Agreement—Union Membership Immediately Upon Employment.

All present employees covered by the bargaining unit are required to join the union within 30 days from [date].

All employees hired on or after [date] shall be required to join the union immediately on employment.

Union Shop

The union shop differs from the closed shop in that the employer is free to hire nonunion workers and is the sole judge of the qualifications of the applicants. The union shop is identical with the closed shop in that membership in the union is a condition of continued employment, and suspension from the union may entail dismissal from the job. However, unlike the closed shop, union membership need not be acquired until immediately following employment, or within a stipulated period thereafter. Some agreements facilitate access of the union to the new employees by providing that lists of new employees shall be given to the union or that an application for membership in the union shall be given to each individual upon employment. This type of union recognition prevails in the bus and street-railway, coal-mining, and paper and allied products industries.

The clauses on union shop vary with respect to the time within which a new employee must make application to and become a member of the union. This may be immediately following employment, within 20 or 30 days, or as long as 6 weeks later. It should be noted that the period within which an employee hired outside the union must become a union member, whether under a closed shop or union shop, is not necessarily coextensive with the period of probation on the job. An individual worker may acquire union membership within the probationary period and still not be acceptable to the employer. On the other hand, a worker may acquire seniority but not be acceptable to the union, both conditions must be met in order that the individual may continue on the job. Even under a closed-shop provision requiring the new employee to be a union member at the time of being hired, the employer may retain the right (within the probationary period) to reject, for lack of proper job qualifications, the worker furnished by the union.

Union Shop—Variations.—Basically, a union shop requires union membership of all employees as a condition of continued employment,

though not of being hired. Certain variations of the union shop go beyond this requirement by giving union members such preference in employment as to approximate the closed shop. Other variations allow exemptions from the requirement of union membership as a condition of continued employment. These are sometimes called "modified" union-shop clauses. The union-shop agreement may indicate preference in employment to union members, but in the event the union fails to furnish workers or the employer rejects those workers supplied by it, the employer may hire nonunion workers who need not become members of the union until they have been on the job for a specified period of time.

Exemptions from the requirement of union membership may be granted to certain classes of old employees, as for example, those who were not members of the union at the effective date of the agreement, men with long seniority in the plant, returning veterans, and part-time workers. Having made concessions with regard to the requirement of union membership as to present employees, the union asserts its prerogative as to new employees by requiring that all or a proportion of them shall become union members within a set period following the date of hiring. In order to make nonmembers pay for the benefits accruing under the agreement, some agreements provide that nonmembers must make an equivalent contribution to charity and others require that dues are to be paid to the union by workers whether members or not.

UNION SHOP

12. New and Present Employees to Join Union Within 30 Days—Initial Union Shop

The company agrees as a condition of employment that all employees eligible shall become members of the union within 30 days after the execution of this agreement or within 30 days after his hire, as the case may be. All employees who become members of the union shall remain members of the union during the term of this agreement.

13. New Employees to Join Union Within 20 Days

All present employees not on the excluded list [outside the bargaining unit] who are not now members of the union, must become members within 20 days after the signing of this agreement. All persons employed, after this date, must become members of the union within 20 days after date of their employment. All employees will remain members of the union in good standing as defined by the constitution and bylaws of the union as a condition of employment for the duration of this agreement.

14. Copy of Union Application Blank Printed in Agreement Books

It is agreed that in order for the union to fulfill its obligation as the exclusive bargaining agency, the aforesaid employees and all such employees retained by the company after they have completed thirty (30) days of employment, shall thereafter, as a condition of continued employment with the company, establish and maintain good standing membership in the union. A copy of the union application blank shall be printed in the agreement books and filled in when a new employee is hired, and submitted to the union treasurer weekly by the employment agent.

15. Employer Free to Hire From Any Source

All employees eligible shall become members of the union within thirty (30) days after employment. The employer shall have the exclusive right to determine the source or sources of applicants for employment, and shall be the sole judge of the requirements and qualifications of such applicants.

16. Union Shop Accepted as Guaranty of Efficient Production

It is a recognized fact that harmony among workers is the best guaranty of efficiency and maximum production; therefore, to accomplish a complete harmonious relationship, it is hereby agreed that this is a union-shop agreement, in that all present employees coming under the jurisdiction of this agreement shall be and remain members of Lodge No. New employees shall be hired on a probationary period consisting of sixty (60) consecutive calendar days, during which period the company may discharge them or lay them off for any just cause and such action will not be deemed a breach of this agreement or considered a grievance by the union. In the event said employees are retained beyond the sixty (60) day probationary period they shall be accepted as regular employees with seniority dating back to their original hiring date. New employees shall become members of the union after thirty (30) days.

17. Delinquent Members Subject to Discharge on 10 Days' Notice

The employer agrees to keep in his employ only members in good standing in the union. Those in arrears for more than thirty (30) days shall not be regarded in good standing. The union agrees to give the employer notice in writing, in all cases where members have become delinquent in the payment of dues, or are suspended. The employer agrees that he will, within 10 days after receipt of such notice, dispense with such workers, and the union agrees to make reasonable effort to replace such workers within a reasonable time.

All new employees shall be obliged to become members of the union within 6 weeks, and remain members thereof during their employment.

18. Employees May Also Hold Membership in Other Unions

All employees, as herein defined, as a condition of their future and continued employment by the corporation, shall be required to become members of the union and to maintain their status as members during such employment. However, members of other unions may continue their membership in such other unions.

New employees shall be required to obtain credentials indicating membership in the contracting union within thirty (30) days of date of employment. By mutual agreement between the parties and upon informing the employee, the probationary status of an employee may be extended for an additional period or periods of 30 days.

19. Employer Free to Hire From Any Source, One of Which Is Joint Employment Agency Maintained by Union and Association

The employer agrees, except as herein outlined and provided, to keep in its employ none other than members of the union in good standing.

The employees of the employer of the classes covered by this agreement who are not members of the union at the time of the execution of this agreement by the said employer, shall have 30 days from the date of the execution of this agreement by the employer within which to apply for membership in the union, and the union agrees to accept them into membership on the same terms and conditions on which any employees now members were admitted to membership in their respective unions, without any discrimination. The employer agrees that, at the end of the said 30 days, it will not keep in its employ anyone who is not a member of the union other than those exempted from the operation of this agreement, unless with the consent of the union, and the union, during said 30 day period, shall not have the right to

object to such employees continuing in said employ, notwithstanding any other provision herein contained.

Newly engaged employees, not members of the union, shall be required to become members of the union within 15 days after they shall have entered the employ of the employer, and the employer agrees not to continue in its employ any newly engaged employee, not a member of the union, who shall have failed to join the union at the expiration of the said 15 day period * * *.

The union agrees that the employer shall have the right to engage its new employees from whatever source it finds desirable, any seeming provisions to the contrary notwithstanding, provided, however, that within fifteen (15) days after the employer has engaged a new employee, said new employee shall make application for membership in the union and shall be permitted to continue to work upon condition that the said new employee becomes a union member in good standing.

It is agreed that a joint employment agency shall be set up by the association and the union. The agency shall be under the joint control of the union and the association and shall be supervised by a committee of six members, three of whom shall be designated by the union and three by the association. The committee shall appoint the necessary personnel to conduct the business of the agency. The expenses of such joint employment agency shall be borne equally by the union and the association.

20. Refusal of Union Member to Work with Nonmember or Nonapplicant Not a Violation of Agreement

In selection of new employees employers shall give preference of employment to unemployed members of the union without prejudice, provided they have the necessary qualifications and are available for employment. Before any nonunion worker is hired at any time the employer shall request the union to furnish a qualified person or persons for the position or positions. Employers shall be the judge of the qualifications of all of their employees.

If union members are not available, any employer may hire any person or persons who are not members of the union, provided, however, that said person or persons must make application for membership in the union before starting work. Such application to be acted upon not more nor less than seven (7) days from date of employment. If an employee desires membership before the seven (7) day period expires, then upon his or her request, his or her application shall be acted upon by the union. The employer agrees that any new employee found to be engaged in any activity detrimental to the union will be discharged immediately upon request of the union. The refusal of any member or members of the union to work with any workers who are not members of the union or have application pending, shall not be considered a violation of this agreement.

UNION SHOP—VARIATIONS

21. Preferential Hiring—Employees Must Be Union Members or Applicants for Union Membership at Time of Hiring

The employer shall give preference to the members of the union in hiring new operatives in each respective operation in its said plants, if fully competent members are made available by the union for employment by the employer.

The employer agrees to employ none but members in good standing in Local or those who have signified their intention of so becoming, as employees of the production, maintenance and shipping departments, of the employer, but excluding clerical, administrative, executive, and/or supervisory employees.

22. Preferential Hiring—Union Given 48 Hours to Supply Employees

The company agrees to hire only members of the union in good standing provided that the union can supply qualified workers within 48 hours after request is

made for them. Should the union be unable to supply such workers within the said period the company shall then be free to hire from any available source. In the event that the company does hire from other sources than the union hiring hall, such employees shall be required to take out membership in said local at the conclusion of 15 days of work within the company. The union agrees upon request, to put on its waiting list applicants for work who apply to the company when no work is available. There shall be a trial period of fifteen (15) days of work for any employee or employees hired, excepting supervisory, office personnel, technicians and set-up men, who shall have a trial period of thirty (30) days during which period the company shall determine if the employee or employees so hired will be retained.

23. Preferential Hiring—Union Given One Week to Supply Employees

When the company is in need of new employees, the union shall have the first opportunity to supply such employees. If the union shall be unable to supply such employees within one (1) week, or if the union waives the right to supply such employees, the company may hire any person it desires.

Any new employees hired by the company who are not already members of the union, shall become members of the union within two (2) weeks of the date of their employment. Only members in good standing of the union shall continue in the employ of the company.

24. Preferential Hiring—Nonunion Workers, Newly Hired, Given 60 Days to Join Union

Members of the union in good standing shall be given preference in employment. All employees, excluding clerical, matrons and office help, superintendents, technical engineers, foremen, guards and patrolmen shall be members of the union in good standing. New employees hired by the employer shall not be required to join this union until they have been in the employ of the employer sixty (60) days; after such time they will be required to join this union, except temporary employees.

25. Union to Furnish Replacement Before Employer Will Discharge Because of Nonmembership

All workers employed by the company who are members of the union shall, as a condition to their continued employment, remain members in good standing in said union. Those workers now employed who are not now members of the union shall become members of the union within fifteen (15) working days from the signing of this agreement as a condition to their continued employment. Under this provision it is agreed that the union will not require the company to discharge any employee because of nonmembership compliance until the union has supplied the firm with an acceptable and competent workman as a replacement.

26. Present Members Must Maintain Membership—New Employees to Join Union Within 15 Days of Employment

The company shall dismiss any employee who is now, or hereafter may become a member of the union, who fails to maintain such membership in good standing; and to dismiss any new employee who fails to apply for a membership in the union within 15 days after the commencement of his employment. The union shall not refuse membership to any employee except for just cause.

27. Present Nonmembers Not Required to Join Union but Company Encourages Them to Do So

All employees hired after the date of execution of this agreement, must, after a 6 week probationary period, become and remain members of the union in good standing as a condition of continued employment. In individual cases the employer

shall have the opportunity of negotiating with the union with respect to a longer probationary period.

It is agreed that present employees, who have not and do not desire to join the union, need not do so as a condition to their continued employment with the company. It is agreed that all employees who are members of the union, or who may become members of the union, shall remain members in good standing during the life of this agreement.

The union status specified in the preceding contract implied the gradual establishment of union status through the fact that all new employees were pledged to join the union. During the year 1945, the union worked so harmoniously with the company as to give assurance that complete unity through complete union membership would mean higher efficiency and greater productivity. As 1946 opens with a higher wage scale becoming effective pursuant to company-union agreement, the company hopes that any remaining nonunion employees will join the union.

28. Present Nonunion Employees Not Required to Become Members

All employees in the classifications now covered by this agreement and who on this date are members of the union in good standing in accordance with the constitution and bylaws of the union, and those who voluntarily join the union after this date, shall during the life of the agreement as a condition of employment remain members of the union in good standing; all employees hired after the date of this amendment shall as a condition of employment with the company agree to join the union within 30 days after their date of hiring and shall thereafter remain members of the union in good standing. Employees not required to become members of the union as a condition of employment shall not be intimidated, coerced or induced by persuasive measures into membership in the union by either the union or its officers, members or agents.

29. Present Employees Need Not Join Union, But Must Pay Sum Equivalent to Dues to Charity

The employer agrees that during the period of this agreement it shall be a condition of employment that all its present employees now members of the union and employees subsequently employed be and remain members of the union in good standing.

It is expressly understood and agreed that the employer may retain in service any present employee who has not joined the union, provided, however, that such employee agrees to and does contribute the sum of \$2 per month to some legally incorporated charity, such as the USO.

30. Nonmembers to Pay Union Dues

In recognition of the demonstrated responsibility of the union during the past several years, the company agrees to the inclusion of the following clauses upon the condition that said clauses may be reopened by the company on [Date], if the union shows evidence of irresponsibility during the six (6) months' period between [Date] and [Date], and these clauses are so accepted by the union:

All employees now in the bargaining unit who are members of the union shall, as a condition of employment, maintain their membership in the union in good standing for the duration of this agreement.

All employees now in the bargaining unit who are not members of the union shall pay all the regular union dues and assessments for the duration of this agreement.

All new employees hired after [Date], shall apply for membership in the union upon the completion of the trial period of thirty (30) days, and, as a condition of employment, shall thereafter maintain their membership in the union in good standing for the duration of this agreement.

The union agrees to admit to membership without discrimination, all employees of the company who are or may hereafter be employed in the bargaining unit.

31. Present Employees Transferred to Bargaining Unit Must Become Union Members Within 30 Days

All employees covered by this agreement, who are members in good standing of the union as of the effective date of this agreement and employees who may subsequently become members of the union, must continue as members in good standing in the union for the duration of this agreement as a condition of continued employment.

New employees hired within the bargaining unit shall within thirty (30) days after date of hire become and remain members of the union in good standing as a condition of continued employment.

The preceding paragraph shall apply to present employees, not in the bargaining unit, who may subsequently be transferred to departments and or classifications within the bargaining unit.

It is mutually agreed that employees within the bargaining unit, who are not members of the union (excluding new hires with less than thirty (30) days' service, and employees within the bargaining unit in the armed forces of the United States who are entitled to reemployment under the provisions of the Selective Training and Service Act of 1940 and amendments thereto) shall not as a condition of employment be required to become members of the union.

32. Demoted Supervisors Must Join Union

Both the company and the union feel that the greatest amount of harmony will exist, that better labor relations will prevail, and that employee interests will be more adequately represented and better served if all eligible employees become members of the union; accordingly, probationary and new employees shall, if eligible, within fifteen (15) days after becoming permanent employees, as a condition of further employment, become members of the union. When supervisory employees are demoted to jobs covered by this agreement, they shall become members of the union. It is further agreed that as a condition of employment, all eligible employees who now are or may hereafter become members of the union must remain members in good standing.

Any question of union membership, which necessitates releasing an employee, shall be presented by the union to the company in writing, after which it may become subject to grievance procedure.

33. Certain Employees May Elect to Join or Not to Join the Union

All employees within the bargaining unit who are now members of the union must, as a condition of continued employment, remain members of the union in good standing during the life of this agreement.

On or before [date], all present employees who are not now members of the union shall, as a condition of continued employment, join the union and remain members of the union in good standing during the life of this agreement.

Any employee who is hired after the date hereof and who has worked thirty (30) calendar days, must, as a condition of continued employment, join the union and remain a member of the union in good standing during the life of this agreement.

School boys, employees who because of age, service or disability may become eligible for a pension during the term of this agreement, part-time workers, honorably discharged veterans of the military or naval service of the United States, who formerly were employed by the company, may elect to join or not to join the union, but all such employees who become members of the union must remain members in good standing during the life of this agreement.

34. Repair and Maintenance Men Not on Seniority List, Hired for Seasonal Shut-down, Are Not Required to Join Union

All employees who were members of the union [date], or who thereafter joined the union, shall remain members in good standing of the union. All new employees, commencing as of [date], after passing their probationary period, and within one week after being placed upon the seniority list, shall become members of the union in good standing. The [company] agrees, upon reasonable notice to itself and to the employee affected, to discharge any employee, required by this section to become or remain a member of the union in good standing, who does not do so. An employee is not a member of the union in good standing who has been expelled for non-payment of dues or for other good cause. None of the provisions of this section shall apply to those repair and maintenance employees who are not on the seniority list and who are hired pursuant to Article 9, Section 6:

(Article 9, Section 6. During the period of seasonal plant shut-down the [company] shall be the final judge of the competency and qualifications of persons used or hired for specific repair and maintenance work. If in the judgment of the [company] competent men are available from the plant employees, the men that the [company] shall consider competent to do the work shall be offered such work on a seniority basis. None of the provisions of this agreement shall apply to such repair or maintenance employees who may be hired for work during such seasonal shutdown by the [company] from outside the seniority list.)

35. Twenty-Year Men Need Not Join Union

Both the company and the union feel that the greatest amount of harmony will exist, that better labor relations will prevail, and that employee interests will be more adequately represented and better served if all eligible employees become members of the union; accordingly it is agreed that as a condition of employment all eligible employees covered by this agreement shall within 30 days from their hiring date become and remain members of the union in good standing, except those employees excluded on [date], who had 20 years of continuous employment with the company.

(The agreement of [specified date] (Section 2) provided that all eligible and new employees—other than the 20 year men—were given 30 days to join the union.)

36. Nine Out of 10 New Employees Must Become Union Members—"Guild Shop"

Not fewer than nine (9) out of ten (10) employees coming under the terms of this contract and hired after the effective date thereof shall apply for membership in the [union]. In the event of failure to become a member within thirty (30) days of the start of his employment, the employee shall, upon formal notice from the [union], be discharged. All employees who are now, or who may become members of the [union], shall remain members in good standing during the life of this contract.

37. Present and New Employees Given 30 Days to Join Union on Penalty of Discharge, Though "Departures" May be Referred to Grievance-Arbitration Procedure

The company agrees to continue the present practice of cooperating with the union to the best interest of both parties.

Cooperation concerning union membership will be uniform in all plants, and the practice will be as follows:

During the first 30 days of employment the union will undertake to secure the voluntary membership of the employee. After 30 days of employment, the union may notify the plant management in writing of any employee who has not become a member. The company will immediately undertake to secure the voluntary membership of such employee, and will terminate the employment of any employee who

within 30 days after the notice has not paid an initiation fee of \$. and regular dues of percent of his gross earnings from the date of his employment.

With respect to members of the union who voluntarily and individually authorize in writing the deduction of the items mentioned hereinafter in this section, the company agrees to deduct, for the period of this contract, such items from the wages of each employee giving such authorization, funds so deducted shall be transmitted to the local financial secretary by check, payable to the order of the local union, not later than 10 days after each pay-roll period. The card for such authorization will be as Exhibit "A" attached to and made a part of this agreement.

With respect to employees who have not voluntarily authorized the company to make such deduction, whenever such employee fails to pay dues of 1 percent of his gross earnings, excluding vacation pay, or owes the union a reinstatement fee not exceeding \$. for 3 months' default in regular dues, or \$. for 4 months' or more, default in regular dues, or a nonattendance fee not exceeding \$. for failure to attend at least one regular union meeting every 3 months, the union will notify the plant management in writing, specifying these items of indebtedness. The company will immediately undertake to induce the employees to pay voluntarily such indebtedness to the union, and if, at the expiration of 30 days after this written notice, such indebtedness has not been paid, the company will terminate the employment of such employee.

In a case where either party asserts in writing before the end of its 30-day period that a departure from this practice is justified by unusual circumstances, such circumstances shall be considered and a proper decision made through the grievance procedure, and if necessary by the final step of arbitration, but this provision shall not detract from the ultimate objective of 100 percent dues-paying membership.

Maintenance of Membership

Maintenance of union membership increased in importance as a union-security measure under the wartime sponsorship of the National War Labor Board. It was designed to satisfy the objections of employers to compulsory union membership and the demand of unions for the union shop. Under a maintenance-of-membership clause, an employee need not join the union, but if he does, or having been a member fails to resign during the "escape period," he then voluntarily binds himself to remain a member of the union for the duration of the agreement as a condition of continued employment.

The principle of maintenance of membership was accepted by the National War Labor Board as a wartime compromise between demands for the closed shop and the open shop. The employee's individual choice was protected, since membership was voluntary; the union's security was guaranteed, since membership was to be maintained for the remainder of the contract. The reasoning underlying the maintenance-of-membership provision was expressed by Dr. Frank P. Graham in several NwLB cases, as follows:

By and large, the maintenance of a stable union membership makes for the maintenance of responsible union leadership and responsible union discipline, makes

for keeping faithfully the terms of the contract, and provides a stable basis for union-management cooperation for more efficient production. (Little Steel Companies Case, 7-16-42.)

The maintenance-of-membership provision is required in the national interest by the double necessity for the stabilization of the union and the stabilization of wages, and is required in industrial justice by the double equity in labor's pledge not to strike for an increase in union security and not to strike for an increase in wages. (Humble Oil & Refining Co., 4-17-44.)

The voluntary check-off and the voluntary maintenance of membership not only protect the liberty of the individual to choose both or neither, but also, by their binding effect, once chosen, they provide for the larger liberty of the members in a secure and stable union. Membership in any organization necessarily imposes restrictions. A free union like our free society, derives its freedom from the consent of the governed and from the subordination of personal rights to the general welfare of all the members of the union. Limitations on individual rights are, by the very nature of organized society, the basis of civilization itself. Some limitations on the individual liberty of workers are self-imposed for the larger liberty of the independence, dignity, self-expression, and creative cooperation of workers in labor unions through which they have won and are winning a larger share in the economic, social, and spiritual things by which men work and live, and for which they hope and dream for themselves and their children. (Little Steel Companies, 7-16-42.)

The policy of the War Labor Board was to direct the renewal of an escape period with the expiration of the old agreement. In some cases the Board directed that delinquent members were to pay back dues before they could take advantage of a renewal of the escape period, without incurring loss of job or other penalty. Difficulties in enforcing maintenance of membership arising out of challenged resignations, dues delinquency, and alleged coercion by union and management led the Board to outline applicable procedures terminating in arbitration and, in many cases, to couple maintenance of membership with check-off of union dues.

Negotiated maintenance-of-membership clauses have varied from the standard War Labor Board provision principally with regard to the escape period; some agreements omit the escape period, others place the period at the end of the term of the contract, or shorten the duration from 15 to 10 or 7 days. Additional variations are to be found in the few agreements which utilize the individual authorization of maintenance of membership and check-off—the Marshall Field formula of the War Labor Board.

In 1946, maintenance-of-membership provisions covered 25 percent of the workers under agreement, or more than 3.7 millions, employed in such industries as aircraft and parts, chemicals, basic steel, steel products, nonferrous metals, and electrical machinery and appliances.

MAINTENANCE OF MEMBERSHIP

38. War Labor Board Standard Maintenance-of-Membership Provision

All employees who, on [date], are members of the union in good standing in accordance with its constitution and by-laws, and all employees who become mem-

bers after that date shall, as a condition of employment, maintain their membership in the union in good standing for the duration of the collective agreement in which this provision is incorporated, or until further order of the board.

The union shall, immediately after the aforesaid date, furnish the Regional War Labor Board and the company with a notarized list of its members in good standing as of that date.

The union, its officers and members shall not intimidate or coerce employees into joining the union or continuing their membership therein.

If a dispute arises as to whether an employee (1) was a member of the union on the date specified above or (2) was intimidated or coerced during the 15-day "escape period" into joining the union or continuing his membership therein, such dispute may be submitted for determination by a hearing officer to be appointed by the Regional War Labor Board. The decision of the hearing officer shall be final and binding upon the parties.

If a dispute arises as to whether an employee (1) has failed to maintain his membership in the union in good standing after the aforesaid date, or (2) was intimidated or coerced into joining the union after the aforesaid date, such dispute may be submitted for determination by an arbitrator to be selected in the manner provided by the contract of the parties, or if no such provision exists, to be selected by special agreement. In the absence of such a contract provision or special agreement, a hearing officer will be selected by the Regional War Labor Board, on due application. The decision of the arbitrators or hearing officer shall be final and binding upon the parties.

39. Seven-Day Escape Period on Renewal of Agreement

All employees who seven (7) days after [date], are members of the union in good standing and all employees who thereafter become members, shall as a condition of employment, maintain their membership in the union in good standing for the duration of this agreement. Payment of initiation fees and dues shall constitute membership in good standing.

If a dispute arises as to whether an employee was a member of the union on [date], such dispute may be submitted for determination by arbitration as provided herein.

It is agreed that at the expiration of this agreement before there will be any renewal of the above provisions there will be a seven (7) day escape period allowed during which time any employee may withdraw from membership in the union without such withdrawal affecting his employment.

40. Fifteen-Day Escape Period on Renewal of Agreement, Provided Back Dues Paid

It is agreed that all employees who, fifteen (15) days after the signing of this agreement, namely, [date] are members of the union in good standing in accordance with the constitution and bylaws of the union, and all employees who thereafter, become members of the union, shall as a condition of employment, continue to remain members in good standing as long as the union specified above remains the collective-bargaining agent.

Members of the union who are delinquent in dues payments shall pay all dues before they shall be permitted to avail themselves of the fifteen (15) day escape period provided for above.

Members of the union in good standing for the purpose of this provision shall be all persons who are members in good standing as of [date] or who subsequently become members and have not resigned or withdrawn and so notified the union in writing prior to [date].

41. Seven-Day Escape Period, Provided Dues and Resignation Fee Paid—Veterans Given Special 15-Day Escape Period Without Payment of Resignation Fee—Good Standing Defined

Subject to the provisions of this section, every employee who, seven days after [date], is a member in good dues standing in the union, as hereinafter provided, and also every employee who thereafter joins and becomes a member in said good dues standing in the union, must maintain his membership in good dues standing in the union during the life of this contract as a condition of employment. If he does not remain a member in said good dues standing in the union, as hereinafter provided, he shall be laid off and subject to discharge in accordance with the procedure hereinafter provided.

The union shall furnish to the company, seven days after [date], a notarized list of its members in said good dues standing and shall keep said list up-to-date by submitting to the company thereafter in writing the names of additional employees who will have joined the union.

By "good dues standing" at any given date is meant having all regular monthly dues, as provided by the union constitution and bylaws, paid up to within 30 days of that date. Upon proper written notice to the company by the union that an employee, whose name is on said membership list, is not in good standing with the union, a representative of the company will either interview the delinquent employee or will mail to him a notice at his last known address. If after 5 days from receipt of said proper notice by the company, the delinquent employee has not presented to the company (or the union has not presented to the company for him) a statement that he has returned to good dues standing in the union, or has made arrangement to do so, the delinquent employee will be laid off by the company until such time as he has returned to good dues standing in the union or until 30 days have elapsed. If the employee has not returned to good dues standing in the union within 30 days after having been laid off for delinquency, the company will discharge the delinquent employee.

Any employee who is a member of the union on [date], and whether or not he is in good dues standing with the union, may resign from the union within not more than 7 days after said date, provided that said member's dues are paid to date and provided further that he pays to the union a resignation fee of twelve dollars (\$12). The resignation should be written in ink, dated, signed, and mailed by registered mail before the expiration of the seven day period to the secretary-treasurer. A joint statement by the union and the company explaining this resignation provision and the meaning of maintaining "good dues standing" shall be posted on all current bulletin boards in the plant at the start of the aforesaid 7-day period.

The escape period provision in the foregoing paragraph of this section shall not apply in the case of any employee who at the time of said escape period is on leave of absence and serving in the naval or military service or merchant marine. Any such employee who is a member of the union in good dues standing in accordance with the by-laws of the union shall be entitled to an escape period of 15 days from the date on which said employee resumes employment after returning from naval or military service or merchant marine and may resign from the union by sending a written resignation to the union as prescribed in the foregoing paragraph during the 15-day escape period. In such a case, payment to the union of a resignation fee is not required.

If any dispute arises as to whether an employee is or is not a member of the union in good dues standing, the dispute shall be considered a grievance and submitted to the adjustment procedure as hereinafter provided.

42. Escape Period for Servicemen Only

The company recognizes the right of any of its employees to become a member of a labor organization of his own choosing, or to refrain from doing so.

It is, however, mutually agreed between the parties, that any person who is a union member at the date on which this agreement is signed, and any employee who subsequently joins the union, shall, as a condition of employment, remain a member in good standing for the duration of this contract.

Ex-servicemen returning to the employ of the company who were members of the union at the time of leaving for the armed forces shall be subject to and governed by the above maintenance-of-membership provision, except that such ex-servicemen shall have the right to terminate union membership during an escape period, which escape period shall be the first fifteen (15) days of re-employment.

As used in this clause, the phrase "member in good standing," shall mean any member who pays, or tenders payment, of the stated initiation fees, dues and assessments of the union.

43. Ten-Day Escape Period in Present Agreement and on Renewal—Union Members Transferred Out of Bargaining Unit Not Required to Rejoin Union on Return

All employees covered by this agreement who, 10 days after the signing of this agreement, are members of the union, and employees who become members of the union in the future, shall, during the term of this agreement, as a condition of continued employment in the bargaining unit covered thereby, maintain their membership in the union. For all purpose of this section, membership in the union shall be deemed to have been maintained if an employee has not failed for a period of 2 consecutive months to pay regular dues as provided in the union's constitution and bylaws. Twenty days after the signing of this agreement, the name of any employee then a member of the union, whose dues are delinquent for 2 months or more shall be reported by the union to the company and if such delinquencies are not thereupon paid by such member after notice, such member shall be deemed as not having maintained his union membership within the meaning of this section. Before any dismissal pursuant to this section becomes effective, the employees involved will be given an opportunity to pay the delinquent dues and if such dues are paid his dismissal shall not be required hereunder.

During the first 10 days after this agreement is signed, any employee who is a member of the union shall have the right to withdraw from the union and yet remain in the employ of the company by mailing to the union, at its office, by registered mail with return receipt requested, a written statement of his desire to withdraw. A like right of withdrawal shall be available to any employee during the period of 10 days following a renewal of this agreement. Thereafter and notwithstanding any other provisions contained herein, if any employee who is a member of the union shall be transferred or promoted out of the unit covered by this agreement for a period of ninety (90) days or more, the provisions of this section shall become inoperative as to such employee. If such employee shall thereafter in any manner be returned to said unit, whether by transfer, demotion or otherwise, such employee shall, if still a member of the union, have the right for a period of 10 days after the date of his return to said unit to withdraw from the union in the above-described manner and yet remain in the employ of the company, and no such employee shall be required to rejoin the union as a condition of employment. It is understood that in the event of the transfer of an employee from one collective-bargaining unit represented by the union at the date of the signing of this agreement to another collective-bargaining unit also represented by the union at the date of the signing of this agreement, the status of such employee as to maintenance of membership and dues deduction shall not be changed by such transfer.

Both the union and the company shall have the right at any time to notify individual employees directly of any provisions of this section.

The union shall furnish to the company twenty (20) days after the signing of this agreement a notarized list of those employees covered by this agreement who are members of the union, and shall furnish to the company each month thereafter a notarized list of any changes in said list.

If any employee named on such a list asserts that he withdrew from membership in the union within any of the periods provided for herein, or if any dispute arises as to whether any employee has failed for a period of 2 consecutive months to pay regular dues as provided for herein, the question of withdrawal or dues delinquency, as the case may be, shall be regarded as a grievance and shall be settled under the grievance procedure provided for in this agreement. The union agrees that neither it nor any of its officers or members will intimidate or coerce employees into membership in the union. If any dispute arises as to whether there has been intimidation or coercion of any employee, the dispute shall be regarded as a grievance and settled under the grievance procedure provided for in this agreement. Any employee thus found to have been so intimidated or coerced may at any time withdraw from the union and continue in the employ of the company.

44. Enforcement Procedure

All employees who, fifteen (15) days after the date of execution of this agreement, are members of the union in good standing in accordance with the constitution and bylaws of the union, and all employees who thereafter become members, shall, as a condition of employment, remain members of the union in good standing for the duration of this agreement. The union shall, promptly after the aforesaid date, furnish the National War Labor Board with a notarized list of its members in good standing as of that date.

The union, its officers and members shall not intimidate or coerce employees into joining the union or continuing their membership therein.

If any question arises under Section 1 of this article, it shall be settled in accordance with the following procedure:

The union shall prepare a list of members who have failed to maintain their membership in the union in good standing, as defined in its constitution and bylaws.

The union shall then have its committeemen and stewards make a preliminary check of the list to ascertain whether the employees named thereon are still in the employ of the company.

After such preliminary check, representatives of the union and of the company shall check the union's list against the company's employment records to further assure the accuracy of the list.

Thereafter, the union shall address a letter to all persons on such list, advising them that unless, within seven (7) days after mailing of the letter, they take the necessary steps to place themselves in good standing in the union, they will be reported officially to the company.

After expiration of the seven (7) day period, the union shall submit to the company a revised list of those persons who have failed to maintain their membership in the union in good standing, showing the last month for which dues were paid by those persons, and the date of their last dues payment. In any case where loss of good standing resulted from conduct other than nonpayment of dues, the union should so indicate.

Within seven (7) days after the presentation of the revised list, the employees on the list shall be summoned before a joint committee of representatives of management and of the union.

If an employee, when summoned before the joint committee, makes no claim which would constitute a basis for an arbitrable dispute under Section 1 of this

Article, and if it is found as a fact that he failed to maintain his membership in good standing, the union may, after twenty-four (24) hours following such finding, officially request the management in writing that the employee be suspended from employment for a period not to exceed thirty (30) days. If, at the expiration of the period of suspension from employment, the employee has failed to place himself in good standing, then the union may officially request in writing that the employee be discharged by the company, in accordance with its obligation under Section 1 of this Article. If, on the other hand, the employee asserts that he was not a member of the union in good standing on the last day of the "escape period," or that he was coerced or intimidated during the "escape period" into joining the union or continuing his membership therein, and if the union continues to press the case of that particular employee, then the aforesaid issue or issues may be submitted for settlement by an arbitrator to be selected as provided in the grievance procedure; or

If the employee asserts that he has continued his membership in good standing in the union since the "escape period" or that he was coerced or intimidated after the "escape period" into joining the union, and if the union continues to press the case of that particular employee, then the aforesaid issue or issues may be submitted for settlement by an arbitrator to be selected as provided in the grievance procedure.

The arbitrator shall not consider any claim of coercion or intimidation unless it appears that the claim was raised at the first reasonable opportunity after the alleged acts of coercion or intimidation.

45. No Escape Period—Automatic Check-Off

All employees who are members of the union upon the signing of this agreement shall retain their membership in good standing in accordance with the constitution and bylaws of the union as a condition of continued employment with the company.

All employees who become members of the union after the signing of this agreement shall be subject to the same provisions as those above.

The company agrees for said employees to deduct from the first pay of each month, the union dues for the preceding month, and promptly remit the same to the appropriate official of the union.

The initiation fee of the union shall be deducted by the company and remitted to the appropriate official of the union in the same manner as dues collections.

46. New Employee Required to Become Member if he Takes Job Vacated by Union Member

All employees who now are, or hereafter may of their own will become, members of the union shall as a condition of continued employment maintain their membership in the union in good standing for the duration of this agreement. No person shall be required to become a member of the union as a condition of his entering the employ of the company, provided, however, that if any person entering the employ of the company takes the place of a former regular employee who was a member of the union then such new employee shall be required to become a member of the union and remain a member of the union.

47. Maintenance of Membership and Preferential Hiring

The company agrees that when additional help is being employed it will notify the local union secretary so that he may send for consideration, men having qualifications for the job, or jobs to be filled, provided that failure of the company to employ such applicants shall not be made the subject of a grievance under this contract.

All employees covered by this agreement who, fifteen (15) days after the date of the signing of this agreement, are not delinquent in payment of dues and assessments and all employees who thereafter become union members shall, as a condition of employment, not be delinquent in payment of dues and assessments for the

duration of this agreement. The union and the company agree that immediately following any renewal date of this agreement there shall be a period of fifteen (15) days during which any employee, then a paid up member of the union, shall have the opportunity to withdraw from the union.

Not delinquent in the payment of dues and assessments as used in this article is defined as an obligation to pay regular union monthly dues and regularly union-voted assessments affecting all members annually, and any eligible employee who is a member of the union who pays such dues and assessments shall not be delinquent in the payment of dues and assessments for the purpose of this article.

Dues and assessments to the union must be paid by the member, or with his written consent and authorization, and cannot be paid for him by some other person.

During said fifteen (15) days, any member may resign from the union by letter in writing, addressed to the union, and delivering copy thereof to the company.

No employee, as a condition of employment, shall be required to join the union.

If an employee asserts that he withdrew from union membership prior to this agreement, or within fifteen (15) days after the signing of this agreement, and any dispute arises as to whether the employee is or is not a member of the union, the question as to withdrawal or whether delinquent in the payment of dues and assessments shall be adjudicated by the arbitration procedure provided elsewhere in this agreement.

For the purpose of this article, in the absence of a dispute with reference thereto, the determination of whether or not an employee is not delinquent in payment of dues and assessments shall be based on an affidavit by the union secretary to the effect that the employee is a member of the union, together with stub showing payment of his dues receipt.

The union agrees that neither it nor any of its officers or members will intimidate or coerce employees into membership in the union; nor will it expel any member in good standing; if any dispute arises in connection with the application of this paragraph, the dispute shall be adjudicated by the arbitration procedure provided elsewhere in this agreement.

The company and the union may post this paragraph on the bulletin board, with suitable explanatory remarks upon the signing of this agreement.

48. Employer Encouragement of Union Membership, Combined with Maintenance of Membership

As the union is by Federal law the sole bargaining agent for the employees not members of the union, as well as those who are members of the union, the company will use their best endeavor to logically encourage its employees not now members of the union to see the reasonableness of joining the union, and the company agrees that employees who are now members of the union, or who become members of the union must remain members of the union in good standing during the life of this agreement, as a condition of employment.

The company has the right to determine the sources from which applicants for employment shall be secured, and to be the exclusive judge of the qualifications of applicants for employment.

49. Individual Card Pledge of Maintenance of Membership

Those employees who request and consent to union maintenance for the life of this agreement, according to the conception outlined by War Labor Board decisions to date, shall signify to the company that it is their desire, as hereinafter described, and shall be required as a condition of employment to remain members of the union in good standing for the life of this agreement.

Any employee desiring union maintenance will so signify by presenting to the company a signed card executed within the fifteen (15) day period immediately

became members after that date, shall as a condition of employment maintain their membership in the union in good standing for the duration of this agreement.

Any employee who was a union member in good standing on [date] and/or any employee who thereafter became a union member and who has conscientious objections to remaining a union member shall, within seven (7) days from the date hereof, notify both the union and the impartial chairman in writing by registered mail with return receipt requested, that said employee desires to be released from this section of the agreement. The employee's case in question may then be reviewed by a board of review composed of the following :

- (1) The director of industrial relations as appointed by the company.
- (2) The national president of the [union], as designated by the [local] union.
- (3) An impartial chairman who shall be.....

A majority decision by the board of review affirming or denying the employee's request for release will determine whether or not said employee will be exempt from the provision of this article.

The union, its officers and members shall not intimidate or coerce employees into joining the union or continuing their membership herein.

The company recognizes the right of its employees to become or remain union members.

Preferential Hiring and Employer Encouragement of Union Membership

Under a preferential-shop agreement, union members are given preference in the filling of vacancies, but the employer is free to hire whomever he may choose if the union is not able to supply the workers needed. Employees not supplied by the union are not required to join it. Some protection for the union's membership is provided, however, if the agreement also stipulates that in lay-offs union members are to be retained until all nonunion employees are first laid off. In general, therefore, the effect of preferential-hiring provisions is to encourage continued union membership. In some cases, as in the maritime and long-shore industries where employment is highly casual, and where there exists the necessity for periodic job assignments through the rotary hiring hall, preferential hiring may become tantamount to a closed shop.

Such provisions (standing alone) covered only 3 percent of all workers employed under the terms of union agreements in 1946.

Employer encouragement of union membership.—Though employers are restricted by statute from influencing an employee's choice of a union, some agreements provide for certain forms of encouragement of union membership by the employer, once the bargaining agency has been lawfully determined. Although such encouragement does not contain the element of union preference in hiring or working conditions, union membership is sanctioned by implication. The union considers an expression of encouragement by the employer to be helpful, especially when the latter in the past has been considered by the employees to be anti-union. In practice, some of the employer encouragement clauses may actually be equivalent to a union shop.

54. *Jointly Operated Hiring Halls*

The hiring of all longshoremen shall be through halls maintained and operated jointly by the.....union, and the respective employers' associations. The hiring and dispatching of all longshoremen shall be done through one central hiring hall in each of the ports of.....with such branch halls as the labor relations committee, provided for in Section 9, shall decide. All expenses of the hiring halls shall be borne one-half by the.....union and one-half by the employers. Each longshoreman registered at any hiring hall who is not a member of the..... union shall pay to the labor relations committee toward the support of the hall a sum equal to the pro rata share of the expense of the support of the hall paid by each member of the.....union.

The personnel for each hiring hall shall be determined and appointed by the labor relations committee for the port, except that the dispatcher shall be selected by the.....union.

Preference of employment shall be given to members of the.....union whenever available. This section shall not deprive the employers' members of the labor relations committee of the right to object to unsatisfactory men (giving reasons therefor) in making additions to the registration list, and shall not interfere with the making of appropriate dispatching rules.

55. *Preference in Employment to Union Members*

Members of the party of the second part shall have all of the work pertaining to the rigging up of ships and the coaling of same, and the discharging and loading of all cargoes including mail, ships' stores and baggage. When the party of the second part cannot furnish a sufficient number of men to perform the work in a satisfactory manner, then the party of the first part may employ such other men as are available.

56. *If Union Fails to Furnish Qualified Special Ratings, Employer May Hire Non-union Seamen Who Must Become Union Members on Second Voyage*

The employers agree to give preference in employment to members of the union, and to secure their unlicensed engine-room personnel through the offices of the union.

The union agrees to furnish capable, competent and satisfactory employees.

The union recognizes that for the proper functioning of the modern, complex vessel, certain men of special training and qualifications including electricians, ice-men, plumbers, are required at times, and to assist the employers in securing such men and to facilitate shipment, the union agrees that the employers may send a representative to the union office or hall to assist in selecting such men from among those available and eligible. The union also agrees that if men of such special training and qualifications are not available among union members, the employer shall have the right to select and secure men from other sources, and the union shall cooperate in this respect. The employers, on their part, agree not to interfere in any manner with proper efforts of the union to persuade men so secured to become members of the union. It is understood that if men so secured do not join the union, the employer is obligated to employ a union member for the job at any time new articles are being opened, provided a satisfactory union member is then available.

The union agrees that the employers shall have the right, in their discretion, to reject men furnished who are considered unsuitable and unsatisfactory. In case any person is rejected, the union agrees to furnish a prompt replacement. When any person is rejected, the employer shall furnish a statement in writing to the union stating the reason for the rejection. If the union feels any rejection has been unjust and has worked a hardship on the person, the union shall without delay take the matter up with that particular employer and attempt to secure an adjustment.

57. *Preferential Hiring and Employer Encouragement of Union Membership*

Members of the [union] shall be given preference when vacancies occur in the trade.

Manufacturers agree to support the efforts of the [union] to enroll nonmembers working in each shop.

58. *Union Members Preferred in Hiring and Lay-Off, Provided They Have Ability to Perform Work*

In hiring new persons the management agrees to give preference to the person who is a member of....., provided said person or persons have the ability to do the work to be performed at the normal speed, quality and cost. All new employees shall be on probation for thirty (30) days. When it becomes necessary for the company to reduce the force in a department, employees who are not affiliated with the union, or whose membership has for any reason lapsed, shall be laid off before there are any other lay-offs, provided, however, that the union man retained can do the work at approximately the same cost and quality. Where there is no choice in relation to work performed or union membership, strict seniority will prevail.

59. *Union Members Preferred in Lay-Off and Rehiring*

In the event of lay-offs or reemployment in the classifications covered by this agreement, preference shall be given to members of Lodge..... New employees shall be eligible for membership after a four (4) weeks' trial period. Where all other considerations are equal, preference will be given to members of Lodge.....

EMPLOYER ENCOURAGEMENT OF UNION MEMBERSHIP

60. *Employer Encouragement of Union Membership, in Return for Union Assurance of Efficient Operations*

Since the union represents all production and maintenance employees of the company as their bargaining agent in all matters concerning hours, wages, and working conditions for the period of one year from the date of this contract, the company prefers that all of its production and maintenance employees now employed, and those hereafter employed, join the union, for the term of this contract, to the end that the union will be able to carry out its assurance to the company that it will promote efficiency of operations, discourage absenteeism, and cooperate with the management in maintaining cordial relations between the management and its working force.

61. *Employer Furnishes Desk Space and Equipment to Union—Union May Interview New Employees*

The matter of representation for the purpose of collective bargaining with this corporation was established by a check of authorization cards checked with the pay roll of the corporation agreed upon and held under the supervision of the corporation and of the [union], resulting in a large majority selecting the [union], as a representative of the employees.

For the purpose of creating more harmonious relations between the corporation and the [union], the corporation agrees to furnish to the union suitable desk space and equipment in the personnel department for the purpose of serving their membership and handling the affairs of the union. The corporation specifically grants the union the right to interview all new employees who are included in the standard union classifications. The union agrees to interfere as little as possible with the operation of the personnel department and to assist to the best of its ability in the hiring of new employees. The union further specifically agrees to require its representative stationed in the personnel department to inform each new employee who is interviewed, at some time during the interview, that the matter of union membership is optional.

62. *Employer Supplies Agreement and Application Blank to New Employees*

The employer agrees that persons hired during the term of this agreement or any extension thereof, will, at the time of their hiring, be given a printed copy of this contract and of all supplements thereto, and an application blank for membership to the union. (A copy of said application blank is hereto attached and marked Exhibit "A".) Attached to the printed copy of the agreement shall be a notice reading as follows:

Herewith find a copy of agreement between the company and the union, and an application blank for membership in the union. Whether you join the union or not rests entirely with you, but membership in the union is perfectly consistent with the company's policy.

The employer may also in its discretion hand out at the same time a copy of [company] policies and of its rules and regulations.

Exhibit "A"

I, the undersigned, an employee of thecompany, do hereby authorize theunion, to represent me as the sole and exclusive collective-bargaining agency in all negotiations with my employer concerning wages, hours, general working conditions and grievances arising out of my employment.

I further agree to abide by the contract executed between theunion and my employer, thecompany.

I further authorize my employer to deduct from my wages and turn over to the financial secretary of Local,union, the amount per month owing by me to the union for dues.

This authorization shall be in force from the date of signing and continue thereafter.

I further agree that Local, union shall be notified in writing sixty (60) days in advance of any cancellation of this authorization.

In witness whereof, I have hereunto set my hand and seal this day of
....., 194

Signed..... Clock No..... Dept. No.....
Address..... City.....
Steward

63. *Employer to Notify Employees of Contract*

The company adopts the policy of encouraging union membership for all its employees, both new and old, and will cooperate with the union in advising its employees that a contract exists between the company and the union, so that all employees (except those excepted) may be properly informed and thereby afforded a suitable opportunity to join the union within a reasonable time, and to remain therein in good standing during the life of this agreement. The company recognizes the right of the union to know of the employees newly employed or recalled to work.

64. *Joint Conferences With Dues Delinquents*

The employer will urge all employees covered by this agreement to become members of the unions and maintain their membership throughout the life of said agreement. The employer will refer all new employees to the proper union business representative. The union agrees that neither it nor any of its officers or members will intimidate or coerce employees into membership in the union.

In order to carry out the intent of the above policy, the employer will instruct its employment office and supervisory personnel to advise all applicants selected for employment that the interests of the employees and the employer are best served by their becoming members of the union.

It is further agreed that the unions will furnish the employer, from time to time, with a list of employee members who are delinquent in their dues as long as 60 days; and that the employer will call in the delinquent employees (when requested by the union) and with a representative of the union present should the union so desire, and advise them that, as they have accepted the benefits of the unions, it is their obligation to pay their dues promptly as they would any other just debts.

65. Company to Use Best Efforts to Maintain Union Membership—Disputes Referred to U. S. Conciliation Service

The company agrees to use its best efforts to maintain the present membership of Local Union No., during the term of this agreement, and both the company and the union agree to resort to the Division of Conciliation of the United States Department of Labor in the settlement of any dispute arising as a result of this undertaking.

Union Recognition as Sole or Exclusive Bargaining Agency

In closed- or union-shop agreements the union signing the agreement is automatically recognized as the sole bargaining agency for all of the employees or group of employees (craft) covered by the agreement. A "modified" closed-shop or preferential-shop agreement has the same practical effect. Frequently, however, a union obtains only sole or exclusive bargaining rights without a closed or preferential shop. Under such agreement the employer is prevented from dealing with any rival union or group of employees during the life of the agreement, and the agreement provisions cover the nonunion as well as the union employees.

Under the National Labor Relations Act, the Railway Labor Act, and several State labor relations acts, an employer is required to grant sole bargaining rights to the union representing the majority of his employees in an appropriate bargaining unit. Although the National or State labor boards are frequently asked to make determinations on which union has a majority, the union and the employer may agree on exclusive recognition or a closed shop without the question's being referred to a Government agency for determination. This was the customary practice prior to the creation of special agencies to determine majority status. It still holds true in intrastate situations for which no election machinery exists.

Bargaining for members only.—Unions may also be recognized as the bargaining agency for their members only. This type of provision does not eliminate the possibility of competition, within a plant, between rival unions or between a labor union and an inside employee-association plan. Such limited recognition could exist in a situation in which a minority of employees belong to the union, or in an intrastate industry where there is no State labor relations law, or in a case in which, although the union has a majority, it has not yet exercised its rights under the National Labor Relations Act (or a similar State labor relations statute) to secure exclusive bargaining rights.

66. *Union Spokesman for Production and Maintenance Employees*

The company recognizes Union No. as the exclusive bargaining agency for all production and maintenance employees of the company, exclusive of executive, administrative, office, clerical employees * * * and all supervisory employees with the authority to hire, discharge, discipline or effectively recommend changes in the status of employees as to factory wage rates, hours and working conditions.

67. *Sole Bargaining—Multiplant Agreement*

The National Labor Relations Board by decisions and certifications of representatives having found that all the production and maintenance employees of the corporation at the plants, excluding foremen, assistant foremen, time-keepers, plant-protection employees, office employees, confidential salaried employees, and salaried engineers, and in addition, excluding at the plant only, the employees of Department No. of that plant who are die sinkers or are employed in the manufacture or maintenance of dies used to complete forgings, constitute a unit appropriate for the purpose of collective bargaining within the meaning of Section 9 (b) of the National Labor Relations Act, and having certified that the International Union has been designated and selected by a majority of all the employees of the corporation constituting said unit as their representative for the purposes of collective bargaining; and that pursuant to the provisions of Section 9 (a) of the National Labor Relations Act, the International Union is the exclusive representative of all the employees constituting said unit for the purpose of collective bargaining in respect to the rates of pay, wages, hours of employment, and other conditions of employment, the corporation, pursuant to the requirement of the National Labor Relations Act, recognizes the International Union as exclusive representative of the employees constituting such bargaining unit in accordance with said decisions and certifications for the term of this agreement.

68. *Sole Bargaining and Voluntary Irrevocable Check-Off*

The company will bargain with its employees through the [union], designated in the certification of the National Labor Relations Board of as the sole bargaining agent for its said employees as designated in the above certification.

It is agreed that when the company hires an employee not a member of a union it will not in any way interfere with the rights of such employee to join a union. The company will not discriminate against any employee or refuse employment to any applicant therefor because of union membership or activities or because of race, creed, color or national origin. Nothing in this agreement shall be construed to mean that membership in a union is a requirement of employment.

The company agrees that it will recognize the assignment of wages made by an employee for amounts he is required to pay by reason of his membership in the [union]. The amounts withheld by the company by reason of the assignment shall be paid by the company as the employee shall direct in such assignment. The assignment shall be in such form as shall be agreed upon by the parties hereto and shall be irrevocable without the written consent of the [union] during the life of this agreement.

69. *Company Will Not Recognize Any Other Organization*

The company will not recognize or otherwise aid, promote or finance any competing labor organization, employee-representation plan, or any other group which will hinder or interfere with collective bargaining between the company and the union or make any agreement with such organization for the purpose of undermining the union. Neither the union nor its members will intimidate or coerce employees into joining the union.

70. Union is Bargaining Agent for Foremen Members Only

The company recognizes the association for the duration of this agreement as bargaining agent for all foremen, as defined and limited below, who are members of the association and employed by the company in the plants of the company.

71. Members' Dues Checked Off Upon Individual Authorization

The employer recognizes the Union as the collective-bargaining agency for its production and maintenance employees who are members of the union, at the employer's works and mine.

It is the desire of the company and the union to maintain and continue harmonious labor relations. In order that this policy may be effective the management agrees to check off current union dues and initiation fees when authorized upon written authorization by each member of the union. The dues will be deducted on the first pay day each month and the initiation fee will be deducted in two payments. Company also agrees to deduct any fines the union may assess its members according to the by-laws of the union. All amounts to be deducted must be specified in writing by the financial secretary of the union.

Admission to Union Membership

Although union-membership requirements are the concern of the union exclusively, as prescribed in its constitution and by-laws, agreements containing union-security provisions sometimes carry a clause, the intent of which is to prevent unreasonable rules on admission to union membership. Under a closed-shop or modified closed-shop agreement with the workers being furnished by the union, a refusal on the part of the latter to open its membership to new applicants would seriously restrict the employers' choice of employees. Also, in those instances in which old employees are required to join the union, arbitrary membership requirements might result in their displacement. The purpose of provisions pertaining to admission to union membership is to assure the employer that the workers he may hire outside the union are not prevented from continuing on the job by arbitrary restriction in admitting them to union membership.

The large majority of existing unions have open membership; that is, their initiation fees are moderate and they have no rules designed to restrict the number of persons to be admitted. Though most unions are willing to accept as members all employees hired by the employer, there may be qualifications, such as refusal to accept persons with established anti-union records.

ADMISSION TO UNION MEMBERSHIP

72. Employees Admitted to Membership in Accordance with Union Constitution

The guild agrees that it will admit to membership and retain in membership any employee qualified according to the constitution of the Union.

73. No Unreasonable Withholding of Membership

* * * the company agrees not unreasonably to reject union applicants; likewise, the union agrees not unreasonably to withhold or withdraw union membership from employees.

74. Previous Employment No Bar to Union Membership

The union agrees that it shall accept into membership all employees who, because of their occupational classification, are eligible for membership into the union and that it shall not discriminate in this regard against any employee otherwise for membership because of sex, race, creed, color, national origin or previous employment.

75. Refusal of Membership for "Good Cause"—Union Shop

The company reserves complete freedom in hiring employees, but agrees that employees, including present employees coming within the classification and wage schedule appended hereto, if not already members of the union, shall make application to the union within ten (10) days after the effective date of this agreement or from the date they as new employees are hired, and further agrees that, in the case of the said employees, membership in the union shall be a condition of continued employment and the union agrees that employees making application for membership in the union shall not be refused membership except for good cause, nor shall employees now members of the union be deprived of their membership except for good cause.

76. Union Will Not Unreasonably Withhold Work Cards—Closed Shop

Employer agrees to employ and retain only members of the union in good standing. If union is unable to provide suitable workers, employer may hire from the outside provided the new employees apply to the union for work-permit cards before going to work and that they join the union within 2 weeks after they start. The union agrees it will not unreasonably withhold union cards and work-permit cards.

77. Union Membership of Employee Returning to Job Within Union's Jurisdiction Renewed

Any employee of the company who at any time while this agreement is in effect has been performing a class of work which is subject to the union membership requirement of this agreement, but who is subsequently transferred or promoted to a class of work which is not subject to the union membership requirement of this agreement shall have the privilege of withdrawing from union membership, and the union agrees that such withdrawal shall not prevent any such employee from renewing union membership in the event that thereafter the employee is assigned to a class of work in which union membership is required hereunder as a condition of employment.

78. New Employees Admitted to Membership on Basis of Rules in Effect at Time of Application

The union shall admit to membership all present employees who are not now members of the union and who are required to become members, on the same terms and conditions governing the admission of employees who are now members. The union shall admit future employees of the employer to membership on terms and conditions prevailing at the time application for such admission is made.

79. Union May Exclude Former Members

The union will accept into membership all employees covered by this agreement, provided that a person now employed or who may hereafter be employed who is not now a member of the union but who has lost his membership by reason of resignation or expulsion, may be excluded from the union, in its discretion, in which event such excluded person shall not be retained in the employ of the company.

80. Rejection of Membership Application Subject to Arbitration

The union agrees to accept into membership any employees within said unit without in any way discriminating against such employees and that it will not make

any condition to join the union against any new applicant for membership which will be more burdensome than the conditions applicable to all present members in the union. If any application for membership is rejected by the union, the employee concerned shall not, because of such rejection, lose his rights or status as an employee until otherwise determined through the arbitration procedure provided in this agreement. The union agrees that it will not discriminate against employees who join the union under the provisions hereof and will not arbitrarily or capriciously suspend or expel any member of the union.

81. Differences of Opinion as to Admission to Union Subject to Grievance Procedure

The union shall accept as members, without discrimination, upon their application, any new employee who has served his or her probationary period of sixty (60) days, and it shall not refuse membership to such employee except in the existence of some good and sufficient objection to the employee. If there is a difference of opinion between the company and the union in reference to such employee it becomes a grievance, and shall be settled accordingly.

Penalty for Loss of Union Membership

Failure to maintain union membership in good standing, whether as the result of financial delinquency or noncompliance with union rules and regulations, constitutes a threat to the security of the union and a potential impairment of its bargaining strength. This largely explains why the union strives to retain and exercise its authority under the closed shop, union shop, and maintenance of membership to penalize members who fail to maintain their union membership. In exceptional agreements, the penalty prescribed may be suspension from membership or loss of seniority, particularly if the infraction was one other than failure to pay dues.

A number of agreements provide for a period of time during which the delinquent union member is given an opportunity to discuss the matter with the company and the union and to reinstate himself financially. Some agreements, such as those containing War Labor Board maintenance-of-membership clauses rely upon an arbitration procedure which is to be followed in disputes as to membership standing. The arbitrator's authority in cases involving expulsion from the union is confined to the scope of the question submitted—normally whether the procedural safeguards of the union constitution and by-laws (charges, hearing, appeal) have been followed. The reasons for admission to and expulsion from union membership are the concern of the union and its membership and, in most cases, are not submitted to review by the arbitrator.

PENALTY FOR LOSS OF UNION MEMBERSHIP

82. Discharge at Request of Union

Any member who does not maintain his or her membership in good standing with the union will be subject to discharge upon request of the union.

83. Limited Number of Employees May be Discharged During Any One Month

The union may from time to time submit to the company the names of any employees who have joined the union but are no longer members in good standing, together with a statement to that effect, and all employees whose names are so submitted shall be subject to immediate discharge and shall not be retained by the company in its employ for more than fifteen (15) days thereafter. If an employee who has been discharged in accordance with the provisions of this section is reinstated to good standing in the union at any time during the life of this agreement, the company may re-employ him, but shall be under no obligation to do so.

The company shall not be required to discharge in any one calendar month more than fifteen (15) employees in the plant as a whole nor more than 10 percent of the employees engaged in an operation in a department.

In the event that the application of the provisions of this section would result in impairment of the efficient operation of the plant, the company and the union will meet for the purpose of working out a solution of the difficulty which shall be mutually satisfactory.

If, in any case, an employee is no longer a member in good standing as a result of action taken by the union other than because of the nonpayment of dues, the union shall also submit to the company a certified copy of the vote as the result of which the connection of such employee with the union has been terminated.

84. Worker Who Loses Good Standing in Union Subject to Dismissal Within 7 Days

The employer shall employ exclusively workers who are members in good standing of the union. A worker who loses his good standing shall be subject to dismissal within 7 days after notification in writing, to the employer by the union.

85. Nonpayment of Dues Only Cause for Discharge

If any present or future employee shall apply for union membership and shall be refused such membership by the union, his continuance thereafter in the employ of the company shall not be cause for discharge under this agreement, nor subject the company to any claim by the union of a breach of this agreement by the company; and the same in the case of any union member deprived by the union of his membership for any cause other than nonpayment of union dues as above provided.

86. Good-Standing Membership Defined as Payment of Union Financial Obligations

All employees who are members of the union in good standing in accordance with the constitution and bylaws of the union in effect at the effective date of this agreement, and all employees who thereafter become members, shall as a condition of employment, maintain their membership in the union in good standing for the duration of the agreement by payment of dues at the intervals and in the amounts specified in said constitution and bylaws as well as by payment of any fines or assessments properly imposed in accordance with said constitution and bylaws. For the purpose of this agreement the only condition of membership in good standing shall be the timely payment of dues, fines, and assessments as described and provided for in said constitution and bylaws.

87. Delinquent Given 60 Days to Pay Dues—Conferences to Induce Payment—Limitation on Discharges

If a member of the union fails to maintain his good standing in the union by failing to pay dues (hereinafter accruing) for three (3) consecutive months after the date of this contract, a notice in writing will be given by the union to such employee calling attention to the said delinquency and giving the said delinquent member thirty (30) days within which to pay the said dues in arrears. A copy of the said notice shall be given to the employer. The employer shall have the right to call the said employee to a conference with a representative of the employer and

a representative of the union; and if the employer calls for such a conference the employer will endeavor to induce the employee to pay the arrearage and reinstate himself as a member in good standing in the union. In the event that the said employee fails to pay the arrearage in dues within sixty (60) days from the giving of the notice he shall be subject to discharge.

It is agreed, however, that the employer shall not be required to discharge more than three (3) employees at any time, and that in no event shall the employer be required to discharge more than three (3) employees in any thirty (30) day span. The number of the said discharges of employees shall not be cumulative. That is, if no employee has been discharged for failure to maintain membership in the union within any thirty (30) day period, the union shall not have the right to request the discharge of more than three (3) employees in any subsequent thirty (30) day period.

88. Key Employees Not Subject to Discharge

The company shall not be required to discharge key employees, with special ability and experience, who have failed to become or remain members of the union in good standing where their discharge would affect production in the plant.

If any dispute arises as to whether an employee is an employee whom the company is not required to discharge under the [preceding] paragraph, such dispute shall be subject to review under the grievance procedure set forth in this agreement.

89. Request for Discharge of Indispensable Worker Under Maintenance of Membership Subject to Arbitration

It is further agreed by the parties, if the union demands the discharge for any reason, of an employee whom the company considers indispensable, the matter shall be referred to the arbitration board provided for in, for decision as to whether such employee is indispensable, which shall be final and binding upon the parties, and in the event of a finding that such employee is indispensable, he may be retained by the company.

90. Suspension or Expulsion from Union Except for Nonpayment of Dues Subject to Grievance-Arbitration Procedure

The company agrees that all present and new employees eligible to membership in the signatory union shall, as a condition of continued employment, join the union within thirty (30) days either from the date of the signing of this agreement or of their employment, and maintain their membership in good standing in accordance with the provisions of the union's constitution. However it is understood that should any employee member of the union be suspended or expelled from the union membership for any reason except nonpayment of monthly dues, and the union requires the company to discharge or suspend said employee and the company refuses to suspend or discharge said employee, the dispute shall be settled in accordance with the grievance and arbitration procedure set forth herein.

91. Employees Who Lose Good-Standing Membership Are Subject to Dismissal—May Be Appealed to International Union

It is a continuing condition of employment with the company that employees covered by this agreement, both present and new employees after passing a thirty (30) day probationary period, shall be and remain members of the union in good standing. Persons losing their membership in the union shall not be retained in the employ of the company, provided that an employee who may be expelled from the [local union] shall be retained in the employ of the company pending any appeal from such expulsion, in accordance with the rules of the [international union]. If such expulsion is sustained by the [international union] then in that event such employee shall no longer be retained in the employ of the company.

The union will accept into membership all employees covered by this agreement, provided that a person who may hereafter be employed and who has been a member and lost his membership by reason of resignation or expulsion may be excluded from the union in its discretion, in which event such excluded person shall not be employed by the company.

92. Individuals Expelled or Rejected by Union Not Discharged Until Authorized by Board of Arbitrators

Any employee of the company who is required hereunder to be a member of the union as a condition of employment, whose application for membership is rejected by the union, or who is expelled from membership by the union, shall not thereby be deprived of employment by the company until such action of the union has been reviewed and found to be justifiable by a majority of three arbiters; one arbiter to be chosen by the union, one by the rejected applicant or expelled member, the third arbiter to be designated by the two arbiters appointed as aforesaid or by any justice of the Massachusetts Superior Court if the two arbiters fail to agree upon the selection of a third arbiter.

93. Loss of Good Standing for Reasons Other Than Dues Delinquency Subject to Review by Joint Committee

In the event a union member, after the withdrawal period, fails to maintain his union membership in good standing in accordance with the constitution and by-laws of the union, for reasons other than nonpayment of dues, the union will notify the company in writing giving the reasons and history of the case. A committee of two representatives of the company and two representatives of the union will meet and consider the case and the company will, if all agree that the circumstances warrant, either:

1. Discharge the man or

2. Call in the man and remind him of his obligation to maintain his membership in good standing and allow him 30 days in which to restore his membership in the union to good standing, otherwise he will be discharged when and if the union notifies the company in writing at the end of 30 days after the man has been reminded, that the man hasn't restored his membership to good standing.

If the union and company representatives cannot agree on whether or not discipline is warranted or the degree of discipline warranted, then the matter may be referred to and decided by the grievance procedure.

94. Union Agrees to Indemnify Company Against Legal Claim Resulting from Discharge

All employees in the bargaining unit who are members of the union on [date] and all employees who thereafter may voluntarily join the union, shall, as a condition of continued employment, be required to maintain their membership in good standing in the union in accordance with its constitution and bylaws for the duration of the present term of this agreement. The company agrees to discharge from its employ any such employee who fails to maintain such membership in good standing with the union.

The union hereby agrees to indemnify the company against any award, judgment, loss or expenses arising out of any legal claim made against the company by any employee because of his discharge by the company at the request of the union pursuant to the provisions of this article.

95. Suspension Until Dues Payments Met

Members who are still in arrears in the payment of dues, after having been duly notified that they are not in good standing with the union, shall be suspended

until all such arrearages are paid. The union shall not request the suspension of any employee without first giving the company 48 hours' advance notice and a fair opportunity to assist the delinquent employee to regain his good standing.

96. Lay-Off for Dues Delinquency

Employees who are now, or who may later become members of the union must remain members of the union, and keep in good standing during the life of this agreement. Members who are still in arrears in the payment of dues, after having been duly notified that they are not in good standing with union, shall be laid off until all arrearages are paid.

97. Loss of Seniority

All employees covered by this agreement must maintain their membership in the union or they will be automatically placed at the bottom of plant seniority list.

98. Resignation from Union Permitted Without Loss of Employment, Provided 12 Months' Dues Paid in Advance

The company agrees that any employee who is now a member of the union recognized as the sole collective-bargaining agency, or who after this date becomes a member, or is reinstated as a member of the union shall, as a condition of continued employment, maintain membership in good standing. Each new employee shall be required to join the union when he completes a 52-day period, during which he is considered temporary, and, as a condition of continued employment, shall maintain membership in good standing; provided that any employee who resigns from the union, after 30 days' notice in writing to the union secretary, may continue to work at the plant if he pays an amount equal to the union dues for the next 12-month period following his resignation. The company shall not be compelled to discharge any employee who has been expelled from the union due to non-payment of any fine levied against him by either the local or the international union. By a directive order of the Third Regional War Labor Board dated and confirmed by a directive order of the National War Labor Board dated the following sentence must be added to the contract: "The Company shall deduct from the wages and turn over to the proper union officials the monthly union dues of all employees who are now members of the union and the initiation fees and monthly union dues of all employees who hereafter become members of the union."

99. Resignation from Union Without Loss of Employment

Employees, who are now members or who may become members of the union, shall remain members for the term of this agreement with the privilege of resigning on sixty (60) days' notice in writing to the union without loss of employment or other privileges. Any question arising concerning the resignation of a member of the union may be discussed between the union and the company.

Employees, who are newly engaged, shall join the union after having been in the service of the company for sixty (60) days, and, upon so joining, have all the rights and privileges of other union members, including the right of resigning on sixty (60) days' notice as provided in of this agreement. Such newly engaged employees may, at their option, join the union before they have been in the service of the company for sixty (60) days, but, as provided in of this agreement, seniority rights shall not be acquired until after completion of such period. The union agrees to accept such employees as members without any discrimination against them and upon the same terms as other members.

Present employees, who were on the pay roll on or before and were not members of the union as of that date, and present employees, who have since resigned, shall not be required to join the union unless they desire to do so.

Collection of Dues and Assessments

Check-off.—The check-off is not necessarily connected with any one type or characteristic of union security. It may be agreed upon in connection with the closed shop, union shop, or a maintenance-of-membership clause, or it may be provided in agreements granting sole bargaining rights only. Over 90 percent of the workers under agreement in the aluminum, cotton-textile, hosiery, metal-mining, basic steel, and carpet industries were covered by check-off provisions in 1946.

The check-off is preferred by some unions as a method of dues collection, particularly in plants with a large number of employees. It saves the union a substantial amount of time and effort otherwise spent in seeing to it that members remain in good standing. Moreover, the check-off assures continued financial payments to the union on the part of those employees who might otherwise fail to carry out their obligations, and thereby removes the necessity for requesting the discharge of delinquents. On the other hand, some unions prefer to collect dues through a mechanism of their own, chiefly the shop steward, in order to keep in close touch with the membership.

Employers who favor the check-off do so because they regard it as a means of avoiding confusion and loss of working time when a shop steward collects dues from each individual member in or about the plant. Employer objections to the check-off are generally based on the following reasons: (1) It is the duty and responsibility of the union to collect its dues, and not that of the company; (2) it involves extra costs, arising from the additional burden of bookkeeping to the company; (3) it is prohibited by the laws of the State in which the company does business; (4) union officials are made independent of their members in the conduct of the union's affairs.

Administration of the check-off operation may be facilitated by indicating in the agreements the specific amounts to be deducted for dues, and in some cases for initiation fees, and when the deductions are to be made and submitted to the union. The monthly check-off is the most common. Reference may also be made to the check-off of fines and assessments in accordance with the union constitution and bylaws. In cases of an automatic check-off, the agreements frequently provide that the employer be furnished a certified list of union members on a current basis—a provision which is unnecessary in the case of a closed or union shop. Some agreements provide for check-off of dues and assessments of delinquent union members only.

In voluntary check-offs, the employees who desire to have their union dues checked off are required to sign a formal card especially designed for this purpose or indicate the same in written instructions to the employer, or agree to a special assignment of a portion of their wages sufficient to cover their financial obligations to the union. Such authori-

zation may be binding for the duration of the agreement, or it may be so phrased as to be revocable at any time upon written notice to the employer. The union may agree, under either automatic or voluntary check-off, to indemnify the employer against all claims arising from actions taken under this clause.

Maintenance of union dues.—The maintenance-of-membership provisions of the union agreements of a number of manufacturing companies have been replaced upon renegotiation, by an arrangement which provides for maintenance of union dues as a condition of employment, through the automatic check-off. The individual employee is given the opportunity of resigning from the union during an escape period and thereby avoiding application of the check-off of union dues. If an employee chooses to continue membership in the union or joins the union at a later date, membership in good standing does not become a condition of employment, but payment of financial obligations to the union does become such a condition; therefore, whether or not an employee remains a member of the union, dues continue to be checked-off for the life of the agreement. In effect, this type of union-security provision departs from the usual agreement in that it satisfies management's objection to linking union membership with employment while at the same time requiring the continued financial obligation voluntarily accepted for the duration of the contract.

Other methods of dues collection.—The collection of union dues may be facilitated in other ways than through the check-off. The employer may agree to setting aside certain periods during working hours or during lunch time for dues collection by the union, as a practical way of avoiding work interruptions. Further assistance may be afforded by the use of a special room or other facilities and equipment. Some agreements forbid the collection of union dues on company premises during working hours, but allow such activities outside of working hours, during lunch periods, and before and after work.

AUTOMATIC CHECK-OFF

100. Dues, Initiation Fees, and Assessments Automatically Deducted by Company

The company will deduct from the pay of each employee covered by this agreement all union initiation fees, dues and assessments.

101. Specified Amount of Union Dues and Initiation Fees Deducted for Each Member

The company agrees once each month it will deduct for members of the union dues in the amount of \$1.50. The company also agrees to deduct from employees pay a five-dollar (\$5.00) initiation fee at the time said employees become members of the union.

102. Amount of Dues Specified

The company will deduct from the pay of each employee who is a member of the union initiation fees, and once each month the sum of one dollar and twenty-five

cents (\$1.25) as union dues, and will submit all monies so deducted to Local by the 7th day of the following month.

103. Dues Deducted for Each Member Who Worked At Least 5 Days in Past Two Pay Periods

The employer for said employees [members of the union] shall deduct from the pay for the second biweekly period ending in each month the union dues for that month of one and 25/100 dollars (\$1.25) for each said employee who worked at least five (5) days in that pay period and the preceding pay period combined, and promptly remit the dues so deducted to the financial secretary of Local Union No..... The initiation fee of the union of two dollars (\$2.00) shall be deducted by the employer and remitted to the said financial secretary in the same manner as dues collections. The employer shall not be required to deduct from wages any dues or initiation fees which may be delinquent.

104. Deductions in Advance of Earnings—Procedure Detailed

The company will deduct from the employees' pay once a month the required amount of fees for payment of union dues for the month in which the deduction is made, the understanding being that the deductions will be made in advance.

The following procedure as outlined will be the basis for making necessary pay-roll deductions and is for the guidance of both the pay-roll department and the union secretary. The financial secretary of Local No. shall furnish the pay-roll department complete card records of all members from whom the union dues are to be collected. All information as to deductions to be made will appear on these cards and the pay-roll department will be governed accordingly in making the deductions.

Deductions for male members will be made on the basis of \$1.25 per month and deductions for female members will be \$1.00 per month. Deductions are to be made from the first pay roll paid each month and therefore, it will be necessary for the financial secretary to have the deductions file complete for the pay-roll department on Monday of the last week of each month. These cards shall be in numerical order by clock numbers and the pay-roll department in making deductions shall mark a check on each card showing that the deduction has been made for that month.

Deductions having been made and the pay roll balanced, the pay-roll department will return the file to the financial secretary of the union with dues payments properly recorded.

Should any employee have insufficient earnings during a period of deduction to make the deduction, the pay-roll department will place a clip or marker on those cards of employees having no deductions. The pay-roll department after having reached a balance shall execute to the general accounting department a request for payment for the amount of deductions made and properly OK'd by the supervisor of the pay-roll department. The accounting department shall then issue a check to the treasurer of the union for the correct amount.

105. Dues and Initiation Fee Deducted for Union Members—Union to Indemnify Company

The company, for said employees, shall deduct from the third pay of each month the union dues for that month of one dollar (\$1.00) and promptly remit the same to the secretary-treasurer of the union. Upon submission by the union of signed application cards, the initiation fee of the union of three dollars (\$3.00) shall be deducted by the company and remitted to the secretary-treasurer of the union in the same manner as dues collections.

The union shall indemnify and save the company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the company in reliance upon certified lists furnished to the company by the union or for the purpose of complying with any of the provisions of this section.

106. Union to Indemnify Company Against Claims Arising Out of Check-Off

The employer will deduct from each employee all dues not to exceed \$1.25 per month, fines and assessments as agreed between the company and the union, properly imposed in accordance with the constitution and bylaws of the union. These will be paid to the duly authorized officer of each local union by the 20th of each calendar month in which such deductions are made.

The union will indemnify and save harmless the company from any and all claims and disputes by reason of its acting hereunder.

107. Company Receives 5-percent Service Charge for Collecting Dues

The company will, starting in March 1945 and each month thereafter deduct from each man who the union certifies was a member of the union in good standing at the end of the withdrawal period, his union dues in an amount not exceeding per month and will promptly turn over this collected amount to the secretary of the union less a 5-percent charge for collecting same.

MAINTENANCE OF UNION DUES

108. Seven-Day Escape Period Provided at Beginning of Agreement—Automatic Check-Off

Pay-roll deduction of union dues and initiation fees from the wages of employees of the bargaining unit herein who become members of the union after the 7-day withdrawal period shall commence with the calendar month in which the company receives written notification from the union of the identity of such employees.

To all members of Local No. employed at..... Works of [name of company].

Notice is hereby given that on the [date] Works [name of company] and [name of union] entered into a collective-bargaining contract and that among other things said contract provides:

The company agrees, subject to all of the provisions of this article, to deduct union initiation fees not in excess of fifteen dollars (\$15.00), union dues in the sum of one dollar and fifty cents (\$1.50) each month, and properly authorized assessments not in excess of two dollars (\$2.00) per year, from the wages of employees within the bargaining unit herein who are members of the union following the 7-day withdrawal period stipulated in of this article, or who thereafter become members of the union.

In conformity with the provisions of said contract, notice is hereby given that for the duration of said contract deductions in the amounts mentioned will be made from the wage of all employees within the bargaining unit who remain members of the union seven days after the date of this notice, or who later join the union, all as provided in of said contract.

In order to preserve the voluntary nature of the deductions of initiation fees, dues and assessments as mentioned above, the union has agreed with the company that any person now a member of the union may withdraw from membership during the first 7 days after the date hereof and thereby avoid having such deductions made from his wages. Any employee desiring to withdraw shall give separate notice to the company and the union in writing by registered mail, return receipt requested, within the first 7 days after the date hereof.

109. Fifteen-Day Escape Period Provided at Beginning of Agreement—Cost of Check-Off Deductions Continued

All employees who, 15 days after the beginning of the first pay-roll week following the date of this agreement [date], are members of the union in good standing in accordance with its constitution and bylaws, and all employees who become members after that date, shall, as a condition of employment authorize the company for the duration of this agreement to deduct from their pay and transmit to the union an amount equivalent to their union dues as currently established by the union in accordance with its constitution and bylaws.

The union shall, immediately after the aforesaid date, furnish the company with a notarized list of its members in good standing as of that date.

The union, its officers and members shall not intimidate or coerce employees into joining the union or continuing their membership therein.

If a dispute arises as to whether an employee (1) was a member of the union on the date specified above, or (2) was intimidated or coerced into joining the union or continuing his membership therein, such dispute may be submitted for determination under the provisions of

The company shall post on its bulletin boards immediately following the signing of this agreement notices to the above effect similar to those posted on [date].

Present charges to the union for the pay-roll deduction of dues shall be continued subject to adjustment upon 30 days' notice.

110. Ten-Day Escape Period Provided 2 1/2 Months After Effective Date of Agreement—Check-Off of Dues and Assessments

The parties hereto agree that :

During the life of this agreement, the corporation, for the convenience of the union and its members, agrees to deduct from the pay of those employees who are or become members of the union, all monthly dues and general assessments levied by the international or local union in accordance with the constitution and bylaws of the union and the provisions herein.

As soon as possible after the execution of this agreement, the designated financial officer of each local union shall furnish the local management with a notarized list of employees who are members of the union and whose dues are to be deducted beginning with the month of..... This list and subsequent lists shall be accurately prepared showing employee's name, including full first name and middle initial and Social Security number, wherever possible. On the fifth (5) of each succeeding month the union shall furnish a notarized accurate list of additional members who are to have their dues deducted starting that month. Collection of the initiation fee and the first month's dues will be the responsibility of the union.

Local plant managements will notify each employee of his inclusion on such lists. Unless within 5 days after the receipt of such notice the employee notifies the local plant management and the local union in writing of his claim that he is not a union member and states the basis of his claim, union dues and general assessments shall be deducted as provided above. The facts of such claim shall be reviewed by representatives of the local union and local plant management. If not disposed of by such review, any such claim will be determined by the umpire, whose decision shall be final and binding.

Employees on military leave of absence shall not be required to notify the local plant management or the local union as required under this section until re-employed. Such notice shall be given within five (5) days after he is re-employed in the plant.

The notification to the employee that his name has been included on the list presented by the local union shall be in the following form :

Local has reported to us that you are a member of the union, Enclosed is a copy of the section of the [name of company and name of union] agreement covering the deductions of union dues and general assessments from pay. Unless you advise the company and the local union in writing within 5 days after the receipt of this letter that you are not a member of the union, your dues and general assessments will be deducted in accordance with the attached.

Deductions shall be made from the wages for the first pay period beginning in the month in which the member has sufficient earnings to cover the union dues after deductions for taxes. In the event any such dues deduction is contrary to the bylaws of the union, the local union will handle any refund direct with the employee. Members rehired after lay-off will have dues deducted for the month in which they are rehired. If such dues deduction cannot be physically handled in the month of rehire, two deductions will be made in the succeeding month. In cases where deductions are made from those who already paid union dues or where such deduction is not in conformity with the provisions of the international constitution, or local bylaws, refunds will be made to all such members by the local union.

Deductions shall be remitted to the designated financial officer of the local union not later than the tenth (10) day of the following month. The local management shall furnish the designated financial officers of the local unions, monthly, with a record of those for whom deductions have been made and the amounts of such deductions.

The local union will furnish the local management notice of a general assessment at least fourteen (14) days prior to the date on which the deduction is to be made. The original notorized list of members, plus the lists of monthly additions, less any deletions will serve as a basis of making the deduction for general assessments. Any deductions for general assessments which cannot be collected in full on the designated pay day will be carried over and deducted from the next pay period in which the member has sufficient earnings, provided such a pay period occurs within the term of this agreement.

Any member of the union whose seniority is broken by death, quit, discharge, lay-off, or transferred to a classification not in the bargaining unit, will have his name removed from the check-off list and the local union will be notified by management of the names so removed at the end of each month.

Notwithstanding any of the foregoing provisions of this section, the period commencing and ending shall be a review period during which any employee may request that his name be removed from the list for future deductions from his wages by giving notice to the local union and the local plant management for its information. Such notice shall be given by the employee in writing, and sent registered mail, return receipt requested. After receipt of such notice, no further deductions shall be made. Any dispute as to whether an employee has requested that his name be removed from the list shall be referred to the umpire, whose decision shall be final and binding.

It is understood that in effecting the transition to the check-off, some employees will be found to be in arrears in dues payments. In order to correct such arrearages, it is further agreed that the corporation will check off those dues and general corporation assessments accruing under the constitution and bylaws of the union between, and, which the union claims were due under the maintenance-of-membership provisions of previous agreements. The corporation, however, will not be obligated to check off such dues and general assessments for any employee who has not returned to work by, and for whom a claim for arrearages has not been made by

Such arrearages will be deducted by the corporation from the wages of any employee, provided, that the union gives written notice, certified by the financial

officer of the local union, to the local plant management and the employee prior to....., setting forth a request for the deduction from wages of the delinquent dues and general assessments, and the amount to be deducted and the months covered. Such notice shall further state that unless the employee disputes the correctness of such notice by letters addressed to the company and the local union, and delivered personally or mailed within seven (7) days after the employee receives the union's notice, deductions from the employee's wages for such delinquent dues and general assessments shall be made as requested. Any dispute regarding the employee's liability for delinquent dues and general assessments shall be referred to the umpire, whose decision shall be final and binding.

Such notices of arrearages shall be issued by the union individually for each member and the term of seven (7) days in which the member may file protest shall be deemed to run from the date of receipt of the notification by the company.

If the member protests the delinquency within the 7-day period, no deduction will be made pending the decision by the umpire. When no protest is made, deduction for all arrearages will be made from the next pay in which the employee has sufficient earnings to cover, after deductions for taxes. In the event the first pay, after the notice, is not sufficient to cover the entire amount of arrearages, the uncollected portion will be carried over and deducted from the wages for the next pay period.

In consideration of the company deducting dues, general assessments and arrearages under the foregoing provisions, the union waives all interest in any case arising out of the maintenance-of-membership provisions of any previous agreement entered into by the parties.

VOLUNTARY CHECK-OFF

111. Written Authorization, Irrevocable During Agreement—International Board Must Authorize Check-Off of Assessments—Maximum Initiation Fee and Dues—Union to Indemnify Operator Against Losses

The dues of the [union], not exceeding \$1.50 per month shall be checked off the wage of members of said organization by the operator and shall be remitted to the secretary-treasurer of [union local], not later than the 15th day of each month for the preceding month, and no assessments shall be checked off except upon the authorization of the International Executive Board of the [union]. Collection for dues shall follow checkweighman, blacksmith, explosives and rent.

Initiation fee of the [name of union] in the sum not to exceed \$1.00 in any one pay period, nor more than \$2.00 per month, shall be deducted by the operator and remitted to the secretary-treasurer of [local union] in the same manner as dues deductions. Under no circumstances shall initiation fee for any one man exceed \$10.00 and the initiation fee and assessment deduction shall follow checkweighman, blacksmith, explosives, house rents, store account and fuel.

It is agreed that such remittance shall be accompanied by a statement showing the name of each employee and the amount checked off for dues, assessment and initiation fee, and forwarded with the check for the remittance to the secretary-treasurer, [union local].

The check-off for dues, assessments and initiation fee shall be paid upon written assignment of each member of the [union], their assignment to be in full force and effect during the life of the present wage agreement.

It is agreed that where present members have made assignments under the old contract, it will not be necessary for new assignments to be made under this agreement.

If any employee or employees should at any time contend that the operator acted wrongfully or illegally in making this check-off for dues, assessments and ini-

tiation fee, the [union] will defend and protect the operator against expenses, repayments or losses on account of such contention.

The operators are hereby authorized to make deductions for store bills and all other legitimate accounts.

112. Assignment of Dues in Stipulated Amount

Upon receipt by the company of an assignment of one dollar and fifty cents (\$1.50) per month of wages, the company will check off such amount from the wages of the employees making such assignment and will pay the total sum to the proper accredited financial secretary of the union. In the event of an overcharge of dues collected by the company and turned over to the union, the union shall be responsible for an adjustment of such claim with the employee.

113. Individual or Blanket Authorization Allowed

The company shall, for the duration of this contract, and for any employees who submit either individually signed authorization cards or a blanket authorization card together with other employees, deduct from their first pay of each month the union dues for the preceding month, and promptly remit the same to the appropriate officer of the union. The initiation fee of the union shall be deducted by the company and remitted to the appropriate officer of the union when such deduction is authorized in the same manner as provided for dues.

114. Revocable on 30 Days' Written Notice

The company agrees that any member of Local may, upon written instructions to the company with a copy to Local, request the company to deduct his union dues from his pay check once each month and the company agrees that such collected dues will be turned over monthly to the financial secretary of Local with full accounting thereof. It is understood that any union member may rescind such deduction instructions at any time provided the company is given written 30 days' notice with a copy to Local on a form provided for that purpose. Unless rescinded, authorization for deduction of all dues shall continue for the duration of this agreement.

115. Individual Authorization of Check-off—Revocable

The company will recognize the following form for collection of dues from union members:

..... Date, 194.....
..... Company
.....
.....

You are hereby requested and authorized to deduct from wages due me and payable on the next regular pay day the sum of \$....., being my initiation fee, and on the first pay day of each succeeding month the sum of \$....., being my monthly dues to Local of Union, and you are hereby authorized and directed to pay the amount deducted to Local for my account on or before the day of the calendar month for which said deductions are made.

You are further authorized and requested to continue the monthly dues deductions unless written instructions from me to you to advise the discontinuance of such deductions are received.

.....
Employee

116. Revocable Check-off—Multiplant Agreement

Upon receipt of written request from any employee the employer shall cooperate with the union in the collection of dues by deducting from the wages due said employee each month the regular monthly dues as fixed by the local union where the

employer operates; and shall continue to make such deduction until receiving written instructions to the contrary from said employee. All money so deducted by the employer shall be paid as designated by the employee on or before the 15th day of the month following that for which deductions are made.

117. Minimum Work Requirements—Condition Precedent to Dues Deductions

The company agrees to deduct dues of union members from the first pay of each month for the preceding month, provided such employees worked forty (40) hours in the preceding calendar month, and will promptly remit the dues so deducted to the international secretary-treasurer of the union whose name and address shall be certified to the company in writing by the union. The union will forward to the company cards signed by its members authorizing in writing the company to deduct dues. Within five (5) days following the date of this agreement the union will forward the company check-off authorization cards as well as a notarized list of members in good standing. Subsequent thereto the union will, by the 20th of each month, forward the company, in similar fashion as initially, authorization cards and lists of members from whom dues are to be deducted starting the following month.

118. Majority Vote of Employees in Bargaining Unit and Individual Authorization Required Pursuant to State Law

Upon compliance by the union and the employees affected, with Section 6 (f) of the Pennsylvania Act of June 1, 1937, P.L. 1168, as amended, which provides that it shall be an unfair labor practice for an employer to deduct union dues from the wages of its employees unless the employer is authorized so to do by a majority vote of all the employees in the appropriate collective-bargaining unit taken by secret ballot and unless the employer thereafter receives written authorization from each employee whose wages are affected, the employer will, on the second pay day of each month (or if an employee has no pay then, on his next pay day) deduct from the wages of each employee so authorizing in writing, the amount of union dues owing by said employee to the union. Employer will transmit such dues to the financial secretary of Local within 5 days after said pay day.

119. Delinquent Members May Authorize Deduction on Request of Union

The company agrees that in the case of any member of the union who fails to meet his obligations to pay dues to the union, the union may notify the company and file with the company a card in the form annexed hereto, marked A, signed by such member, and the company will, thereupon, in accordance with the authority contained in such card, deduct from the pay of such member the amount of such obligation and pay the same over to the treasurer of [union].

The company will post a notice as to the foregoing provision on the bulletin boards promptly after this agreement is executed, and the foregoing provision will become effective fifteen (15) days after such notice is posted.

OTHER METHODS OF COLLECTION

120. Shop Stewards to Collect Dues on Company Time

Shop stewards shall be permitted to collect dues during working hours for a period of one to one and a quarter hours every other week, with no deduction from pay for time so spent.

121. Allowed on Company Property at Specified Times

Dues may be paid and collected on company property during noon meal hour and night supper half-hour.

122. Dues Stewards Permitted to Collect During Lunch Hours

Dues stewards may, to the extent that their services are necessary in respect of employees who have not executed a voluntary check-off card, on their own time, collect dues owing the union by its members during the noon hour in the departments, or occupational divisions thereof, in which such dues stewards are employed; provided that in departments where no well defined noon hour exists the lunch period assigned by foreman may be employed for the purpose.

123. Space and Equipment Furnished by Company

The company will continue the present arrangement whereby space and equipment are provided in the service building to facilitate the payment of union dues. The union agrees that no other collection of union dues shall take place on the company's premises.

124. Dues Collection Allowed During Working Hours

The company shall grant permission to the union treasurer (or to any other official designated in his stead by the union) to collect union dues during working hours. A reasonable time shall be set aside twice monthly for this purpose which shall not exceed an aggregate of two (2) full days per month.

125. Company Agrees to Cooperate

The business agent reserves the right to collect dues from any [union] member. The manufacturer agrees to cooperate with the [union] in the collection of dues.

126. No Dues Collection During Working Hours

No officer or supervisory employee of the company shall in any way interfere with the union activities, and members of the union shall refrain from soliciting members or collecting dues during working hours or while on the company property. However, voluntary payment of dues on company property shall be permissible outside of working hours.

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