



COLLECTIVE BARGAINING CLAUSES:
Layoff, Recall, and Work-Sharing Procedures

Bulletin No. 1189

UNITED STATES DEPARTMENT OF LABOR
James P. Mitchell, Secretary

BUREAU OF LABOR STATISTICS
Ewan Clague, Commissioner



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Preface

Early in 1954, the U. S. Department of Labor's Bureau of Labor Statistics undertook a comprehensive study of labor-management agreement provisions dealing with layoff, recall, and work-sharing procedures. The study was designed to provide insight into the methods developed by employers and unions to handle problems which arise when a reduction in force is required. For example, is adjustment of the work force during slow periods accomplished by layoff, work-sharing, or a combination of working reduced hours in conjunction with layoff? What is the relative importance assigned to length of service and ability in determining which workers are to be retained or laid off? What procedures have been established to allow senior employees to displace short-service workers? What are the rehiring rights of a laid-off employee?

This bulletin presents illustrations of a variety of layoff, work-sharing and reemployment clauses found in recent union agreements.¹ These clauses are presented as a source of reference only, and should not be considered as ideal, model, or typical. Each represents the end result of negotiations by a specific union and employer within the framework of a particular bargaining situation and written agreement. Each of the agreements, selected from the Bureau's file of union contracts, was in effect during the latter half of 1954 and covered at least 1,000 workers. In subsequent studies, the frequency and interrelation of various types of provisions and prevailing industry practices will be analyzed.

Some of the clauses reproduced in this report were subjected to minor editorial change to enhance clarity; irrelevant parts were omitted where feasible. All of the clauses, it must be remembered, were pulled out of the context of the entire collective bargaining agreement. The clauses are numbered and agreements from which they have been excerpted are identified by employer and union in the index, page 43.

A glossary of terms used in this report in discussing layoff, recall to work and work-sharing is presented in the appendix.

¹ An earlier compilation of illustrative clauses was published in *Collective Bargaining Provisions—Promotion, Transfer and Assignment; Lay-Off, Work-Sharing and Reemployment*, BLS Bull. 908-7, May 1948.

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Collective Bargaining Clauses: Layoff, Recall, and Work-Sharing Procedures

Introduction

The maintenance of individual job security under the terms of collective bargaining agreements includes the establishment of equitable procedures to be followed should employment opportunities decline. The possibility of seasonal slumps, sporadic periods of reduced output, or a generalized business recession is not overlooked by either union or management in contract negotiation, even at the height of prosperity. In addition to these ever-present problems or fears, some unions have in recent years sought safeguards against the employment effects of industrial mergers, consolidations, plant relocations, and technological changes.

When employment opportunities within an establishment decline, the problem of adjusting the work force arises. Some action either to forestall or minimize the impact of an immediate layoff may be required by the terms of the labor-management agreement. This action may take the form of restrictions or prohibitions on overtime work or extra shifts. The contract may ban the hiring of new workers, require the dismissal of certain categories of workers such as temporary or probationary employees, or specify a change in contracting-out practices.

If such measures prove inadequate, the employer must consider more drastic steps. The labor-management agreement may spell out a specific course of action or it may offer a choice of alternatives. Some degree of union participation may be required by the agreement on any or all aspects of the problem. Two principal types of adjustment are possible: (1) To distribute the available work evenly among the workers (work-sharing) or (2) to lay off workers. The layoff procedure may encompass arrangements which provide for a reduction in the average working hours prior to layoff, and may also allow the employee being laid off to displace or "bump" a junior employee. The order of layoff and recall to work when business activity increases is usually determined by provisions of the agreement.

Arrangements designed to stabilize workers' income or lessen the effect of unemployment may also be incorporated in the agreement. For example, severance pay assures the employee laid off through no fault of his own a specified payment which softens the impact of an immediate loss of earnings. Supplemental unemployment benefit plans, which received wide attention in 1955, are designed to provide laid-off workers with a fixed proportion of their regular income for varying periods.

* This report was prepared in the Bureau's Division of Wages and Industrial Relations by Morton Levine and Theodore Allison.

CHAPTER 1. - FORESTALLING OR MINIMIZING LAYOFFS

Positive action to forestall or minimize the effect of layoffs may be called for by collective bargaining agreements. Such measures, designed to maximize the amount of work available to regular, long-term employees, include the elimination or restriction of shifts or overtime work and changes in employment or subcontracting practices. Overtime or shift work may be prohibited entirely, or permitted only under special circumstances defined in the contract. The hiring of new employees may be banned or restricted to filling highly specialized or technical jobs requiring training or experience not possessed by available company employees. Probationary employees, temporary or seasonal workers, or employees with less than a specified period of service, may be dismissed before regular employees are laid off.

Specific limitations on overtime, shift operations, and subcontracting are also found in agreements without reference to a pending or actual layoff situation. These general provisions, which apply during periods of full employment as well as slack periods unless modified by an informal agreement or understanding between the parties, are also directed toward maximizing the available work opportunities for regular employees.

1. Overtime eliminated during layoffs

Overtime work will be distributed according to the seniority rules existing in the shop and will be entirely voluntary on the part of the employees. No overtime work shall be used in any department in which any employee is laid off . . .

2. Overtime eliminated during slack periods except in cases of emergency

Except in emergency cases not to exceed 2 weeks, no overtime within a departmental job classification shall be worked while employees having seniority in that departmental job classification are laid off.

3. Shift work eliminated during slack periods

When layoffs become necessary due to lack of work, the following procedure shall apply:

- (1) Layoff of all probationary employees
- (2) Reduction to one normal shift by layoffs according to seniority . . .

4. Overtime eliminated, then shift work eliminated during slack periods; overtime work permitted to balance operations

When operations are to be reduced, the company will, before making layoffs, reduce weekly hours to 40 except in departments in which a longer schedule is required to balance operations. When hours have been so reduced, further reduction in operation will be made, first by elimination of extra shifts in accordance with the seniority provisions of this article to reduce force to that required for 40-hour single shift operation except in departments in which a longer schedule is required to balance operations, and second by further layoffs in accordance with the seniority provisions of this article.

5. Hiring new workers prohibited while regular employees are laid off or working reduced hours

New help shall not be hired on the first or second shift in any department unless:

- (1) All laid-off employees are recalled
- (2) Workers are receiving 40 hours per week

6. Subcontracting restricted during slack periods; permitted under special conditions

No work shall be caused to be performed by a member of the association outside of his own shop so long as workers of his inside shop are not fully supplied with work, unless the work is of a different nature or class than performed in his own shop.

7. Subcontracting prohibited if it results in a layoff

The company agrees that it will not contract any work which is ordinarily and customarily done by its regular employees if, as a result thereof, it would become necessary to lay off or reduce the rate of pay of any such employees.

8. In reduction in force, probationary employees laid off first

In case of reduction in the work force, probationary employees shall be laid off first . . .

9. In reduction in force, employees with less than specified seniority laid off first

When it becomes necessary, within a department, to lay employees off, the employees in that department with less than 6 months' seniority will be the first to be laid off. . . .

10. Workweek of more than 5 days or nights prohibited

Dining room employees shall not be allowed to work more than 5 days or nights in 1 week, and 9 consecutive hours shall constitute a day's work or night's work; except that female employees shall work only 8 consecutive hours per day.

11. Overtime and shift work prohibited

A week's work shall consist of 35 hours in the first 5 days of the week. Work shall begin at 8:30 a.m. and end at 4:30 p.m., with 1 hour interval for lunch.

There shall be no more than one shift of workers in any day. . . .

No overtime work shall be permitted.

12. Overtime prohibited except in cases of emergency

It is hereby agreed that all labor in connection with or incidental to work covered by this agreement shall be performed within the regular working hours specified in . . . this agreement and that no overtime shall be permitted or required outside of said regular working hours or on holidays specified in this agreement except in cases of emergency when, by mutual consent of both parties hereto, such emergency overtime may be permitted and in all cases where such emergency work is permitted or required outside of the regular working hours specified . . . or on holidays specified . . . double time shall be paid.

13. Overtime limited to 5 hours per week during specified periods

Overtime is limited to 5 hours per week during 3 months of each of the 2 seasons of the year, and the workers shall be paid for overtime at the rate of time and one-half. The term "overtime" shall apply to all time worked outside of the regularly established hours of work.

14. Union permit required for overtime, shift, Saturday or Sunday work

. . . No work shall be performed on . . . any Saturday or Sunday, or any overtime or any shift work, without a permit from the District Council Office or from the business representative of the union.

15. Union permission required to schedule Saturday overtime work

No overtime shall be performed on Saturdays except with the consent of the union.

16. Sunday work prohibited

No employee shall be required or permitted to work any Sunday or legal holiday, such as herein specified . . .

17. Shift work prohibited

The employer shall not operate or be permitted to operate more than 1 shift in any 1 day.

18. Union permission required to schedule shift work

Shift work may be established by the employer on the following basis: The employer shall request and be granted permission by the union before establishing shift work.

19. Subcontracting of work prohibited

No outside or inside contracting in any shape, manner, or form shall be permitted.

20. Subcontracting maintenance work prohibited

The employer agrees not to contract out work that is ordinarily done by the maintenance men. At all times the maintenance work shall be performed under the terms of this agreement.

21. Subcontracting to shops not under the union's jurisdiction prohibited unless workers are offered a weekly minimum of 4 hours' overtime work

Furthermore, no member of the association shall have work performed outside of shops under [the union's] jurisdiction unless the workers of his inside shop are given at least 4 hours of overtime work during the week. The employer is relieved of this obligation if overtime is offered to the workers and the workers refuse to work.

22. Subcontracting of work permitted only to employers covered by the agreement

Any work sublet by any employer, signatory to this agreement, which work is covered by this agreement, shall sublet only to employers who are signed to this agreement.

23. Subcontracting permitted if work cannot be done by company employees under specified conditions

The company will contract work out only to the extent that such work cannot be performed by existing company forces working normal hours and on existing classifications within the scope of this agreement within the time required by the company for the completion of the work involved.

24. Company makes reasonable effort to use available work force and equipment to avoid subcontracting its normal work

It is the intention of the company to provide full and regular employment for its employees at all times. In accordance with that intention, the company will make every reasonable effort to use its available working force and equipment in order to avoid having its normal work performed outside.

25. Joint agreement required to contract out work

Contracting out work regularly performed or that could reasonably be done by our employees shall not be permitted unless it has been agreed to by the union and the company.

26. Joint discussion on the subcontracting of work done by present qualified employees

The company and the union agree that they will in good faith discuss any proposal for contracting or sending out work of classes that has been done by its present employees where they are qualified to perform such work.

27. Subcontracting permitted if work has formerly been done by other concerns

All work shall be performed, from beginning until completed, exclusively by members of the union on the premises of the employer, except such work as was heretofore performed for the employer by other concerns. . . . No contracting shall be permitted with respect to any work required by the employer in connection with his business, except as hereinabove provided . . .

28. Company's right to contract out work not limited by the agreement

Nothing in this agreement shall limit the right of the company to contract out work except that such contracting will not be done in order to evade any of the terms of this agreement.

CHAPTER 2. - THE LAYOFF PROCEDURE

Normally, an employer schedules production on the basis of demand, as reflected either in definite orders or in anticipated market developments. Though stable production is desired by both parties to a collective bargaining agreement, slack production periods may occur. Accordingly, a procedure for reducing the work force during such periods is an important subject for collective bargaining.

In force reductions, employers are concerned with the retention of workers who can handle the available work most efficiently with a minimum of retraining. Considerations of employee morale require that reductions in force be made in an equitable manner. Workers and their representatives also desire a fair, easily understood, and impartially administered system of layoffs. Another union objective is to safeguard employment opportunities and income for as many members as possible. The aims of both management and labor are reflected in the variety of clauses negotiated on the subject of layoff.

Union Participation in Layoffs

The right to lay off workers is among the traditional prerogatives of management. Under the terms of agreements which grant the union a voice in handling aspects of the layoff problem, the exercise of this right becomes a joint undertaking.

Contracts vary in the degree of union participation which they provide. The union's role may be passive, with no participation indicated by the contract. The agreement may require the employer to consult with the union on layoff policy, but reserves the final decision to the employer. Under the terms of some agreements, however, layoff policies are to be determined through negotiations when layoffs are imminent, allowing the union an equal voice in making final decisions.

A contract may provide that working hours be reduced automatically, in lieu of an immediate layoff, in the event of slack work. If a choice of alternatives is not stipulated, however, consideration of the union viewpoint may be made obligatory by the contract. Only rarely is the choice left entirely to the union.

Other examples of the ways in which unions participate in the layoff procedure are presented in later sections of this report.

29. Layoffs not considered permanent until discussed with the union

. . . Except as herein provided, promotions, demotions, transfers, or layoffs of employees covered by this agreement made by the company without discussion in advance with designated union representatives will not be considered permanent, until so discussed.

30. Union notified to negotiate on method of adjusting work force; if parties fail to agree, company proceeds with layoff

Whenever, in the judgment of the company, there exists an occasion for the adoption of a program of mass or general layoffs or part-timing (less than a normal workweek) or both, of regular full-time and regular part-time nonsupervisory employees of the company, the company agrees before proceeding with such program, in the following sequence, to:

Lay off all occasional and temporary employees engaged within the job classifications and exchanges affected in a sequence to be determined by the company.

Notify the union of its intention to introduce such program and negotiate with the union in regard to the method or methods to be employed.

The company shall determine the extent of the reductions required, the effective date or dates thereof, the exchanges, and the job classifications involved.

If an agreement as to the method or methods to be employed in introducing such program is not reached by the company and the union within thirty days from the date of such meeting, the company may then proceed . . . to lay off workers according to seniority.⁷

31. Union allowed to review proposed layoffs

Union representatives shall be given the opportunity to review all contemplated cases of layoff before such layoffs are made effective.

Reduced hours to be negotiated by management and union

32A. . . . Management will negotiate any such reductions in the workweek with the union committee before action is taken.

* * *

32B. It being mutually recognized by the parties hereto that the best interests of both company and union will be furthered by avoiding any reduction in work hours per week whenever possible, it is agreed that when there is a decrease in working force, layoffs shall be in the inverse order of seniority, and rehiring shall be in the order of seniority, to the end that the 40-hour working week shall be preserved. Should there come about any surplus of labor by reason of economic depression or other causes, the question of hours of work shall be negotiated by the company and the union.

33. Consultation with the union prior to layoff or working reduced hours: Joint agreement required on list of laid-off employees

If curtailment of production in any department requires less than 40 hours of work per week, management will confer with the plant committee and/or the steward before any change in schedule of hours or reduction in personnel is made.

In the case of a layoff, a list of employees who will be affected shall be agreed to by the division superintendent and the department steward and/or a member of the plant committee.

34. Union consent necessary for layoffs or reduction of hours; provision for arbitration if employer feels aggrieved

No employee, including part-time employees, shall be discharged or laid off, nor shall the working hours of any employee be reduced, except upon good and sufficient cause and only with the consent of the union. . . . Should the employer deem himself aggrieved because of the union's refusal to consent to any discharge, layoff, or reduction of working hours of any employee . . . the dispute shall be submitted to arbitration as hereinafter provided. . . .

35. Choice of working reduced hours in lieu of immediate layoff to be made by union

When the company decides that a reduction of forces is necessary and, within 15 days after receipt of such notice, . . . the association [union] elects to share the work by reducing the work period, the company, upon receipt of such notification, will adopt such a program in accordance with plan . . .

Working Reduced Hours: A Component of the Layoff Procedure

Reduction of working hours before resort is made to layoff in a slack period permits the employer to retain his regular staff and insures their availability when production increases. Shorter-service employees who would otherwise be laid off under the seniority provisions of the agreement also benefit when hours are cut in lieu of an immediate reduction in force.

In establishments where operations become progressively slack as the flow of work proceeds in stages from raw or semifinished materials to finished goods, working hours in some departments may be reduced at the same time that in others either a normal work schedule is being observed or employees are being laid off.

A reduction in working hours which precedes or occurs during a reduction in force may be considered an integral part of the layoff process.¹ Depending upon the terms of the collective bargaining agreement, a reduction in hours may take effect automatically when production declines, or the decision to take such action may be left to the employer, the union, or the joint determination of both parties.

In addition to providing for an initial reduction of hours below the regular weekly level, a contract may provide for further cuts. The level of hours may be reduced "as necessary," with no lower limit established by the contract, or a lower limit may be set—usually expressed as a multiple of full workdays. In negotiating a lower limit, a union seeks to maintain at least a subsistence income for those still employed.

The period of working reduced hours may be limited by the agreement. Generally if work has not increased at the end of the specified time, layoffs are made in order to provide remaining personnel with a full week's work. Failure to specify a maximum limit does not necessarily mean that short hours will continue indefinitely. Rather, it reflects the need for flexibility and discretion in effectively managing the work force when production is low.

36. Hours reduced automatically in lieu of immediate layoff of workers with 30 days' service

If the working force has to be reduced, employees with less than 30 days' service with the company will be laid off first. Before further layoffs occur, the weekly hours will be reduced to an average of 36 to be achieved by operating in a 2-week period—1 week at 32 hours and 1 week at 40 hours for a period not to exceed 90 days. Should further reduction in production schedules take place, layoffs shall occur to maintain weekly hours at an average of 40 hours.

37. Union and management to discuss reduced hours in lieu of immediate layoff for senior employees

The executive shop committee will be notified as soon as possible when a large scale reduction of employment is anticipated. If requested by the union, management will meet with the executive shop committee for the purpose of discussing a division of hours among senior employees.

38. Union to be consulted regarding reduced hours; layoffs; or a combination of both, in slack periods

. . . As far in advance as possible the contact board of the union will be consulted regarding any contemplated decrease in force involving a reduction in hours, layoffs, or a combination of both, and a sincere effort made to establish a procedure.

39. Union to be consulted on choice of laying off workers or reducing hours

The employer will make every reasonable effort to avoid layoffs. Whenever such layoffs are required the employer agrees to give consideration to a reduction in the hours normally worked to not below 32 hours per week in place of such layoffs when and to the extent and in the manner it regards the same as practical. The employer agrees to consult with the association [union] at its request prior to the effectuation of either the layoffs or the reduction in the workweek.

¹ The Bureau of Labor Statistics has attempted to distinguish between agreements providing for equal division of work (work-sharing) in lieu of layoff and those under the terms of which hours of work may be reduced prior to or during the course of a reduction in force. In actual operation, the line between the two practices may not be clearly drawn. A general reduction of hours prior to an expected layoff which fails to materialize is, in effect, purely a work-sharing arrangement. Contrariwise, even where a contract provides for equal division of work, should production fall off to a marked degree, eventually work-sharing must give way to layoffs. An attempt has been made to identify and treat separately those agreements the intent of which appears to be to provide for work-sharing in lieu of layoff. Work-sharing clauses are presented in a subsequent chapter beginning on page 35.

40. Joint agreement on choice of laying off workers or reducing hours

. . . Although this section does not constitute a guarantee of any minimum number of hours of work per day or per week, the company shall not reduce the workday below 8 hours or the workweek below 40 hours solely for the purpose of work-spreading or work-sharing to avoid the layoff provisions of the contract, except by mutual agreement between the company and the union.

41. Employer choice to reduce hours in lieu of immediate layoff

When orders are slack in a department, the company may reduce the weekly work schedule for not to exceed 4 weeks in a calendar year, before reducing the size of the crew. After 4 weeks of reduced schedule, if further curtailment of operations is necessary, the youngest employees will be transferred or laid off to the extent necessary to provide a normal workweek for the remaining employees.

42. Employees vote by secret ballot to work reduced hours in lieu of immediate layoff

Employees in their respective classifications may vote by majority rule and secret ballot to go to 36 hours per week before laying off of regular employees.

43. Union consulted on whether to continue working reduced hours or to lay off employees

Within 8 weeks after operations are reduced so that employees are scheduled for less than an average of 40 hours per week, then the company and the union will discuss the problem of continuing the short workweek or laying off enough employees to maintain a minimum average work schedule of 40 hours per week.

44. Joint agreement required to reduce hours further when working a short week

In the event a decrease of work, other than decreases which may occur from day to day, results in the reduction to an average of 32 hours per week for the employees in the seniority unit and further decrease of work appears imminent, which in the company's judgment may continue for an extended period and will necessitate a decrease of force or a reduction in hours worked for such employees below an average of 32 hours per week, the management of the plant and the grievance committee will confer in an attempt to agree as to whether a decrease of force shall be effected in accordance with this section or the available hours of work shall be distributed as equally between such employees as is practicable with due regard for the particular skills and abilities required to perform the available work. In the event of disagreement, management shall not divide the work on a basis of less than 32 hours per week.

45. Level of reduced hours: Not less than 35 per week

When all employees with less than 1 year's seniority have been laid off, if necessary to still further reduce production, the company may reduce the hours of work in any department to not less than 35 per week for a period not exceeding 2 calendar weeks at any one time and/or to lay off according to seniority. . . .

46. Level of reduced hours: Not less than 32 per week

In the event of a contemplated decrease in force because of lack of work, the company agrees that all available work will be spread without any decrease in force, provided that the workweek shall not be less than 32 hours. . . .

47. Level of reduced hours: 24 per week

There shall be no general layoff until hours in a room have been reduced to 24 per week. After 2 weeks at 24 hours or less, layoffs will be made, if necessary, to make it possible to maintain a schedule of not less than 24 hours per week.

48. Level of reduced hours: No limit during first week of slack period; minimum of 30 hours per week for following 3 weeks

During the first calendar week in which any production schedules fall below a 5-day week, the company may reduce hours, or the work force, or both, without any limitation, as the situation may require.

After the first calendar week, the company may reduce the workweek to a minimum of 30 hours for 3 additional weeks. During this 4-week period the company shall be under no obligation to reduce the work force.

49. Level of reduced hours: Weekly hours reduced in successive steps

When a decrease in force is necessary on account of lack of work, the following steps shall be taken in the order listed . . .

The scheduled hours of work shall be reduced to 35 per week.

Employees hired after January 1, 1947, shall be laid off so far as necessary to maintain a 35-hour week for those employees remaining at work.

The scheduled hours of work shall be reduced to 32 hours per week, that is, 8 hours per day, Monday through Thursday.

50. Level of reduced hours: Related to duration of slack period

Operation of a plant or any part thereof on a schedule of employment of less than an average of 24 hours per week for a period of more than 2 consecutive weeks or less than an average of 32 hours per week for a period of more than 4 consecutive weeks shall only be by local written agreement with the shop committee.

51. Level of reduced hours not specified; reduced "as necessary"

Employees with less than 4 years' seniority . . . shall be laid off before workweek in a division is reduced below 40 hours, after which the workweek shall be reduced as necessary except in the event of any one emergency the workweek within a department or departments may be reduced for a period not to exceed 2 consecutive weeks. Before such action is put into effect the union will be notified. It is understood that there shall be no loss of recall rights for quitting if the regular work schedule is reduced to less than 4 days per week.

52. Limits on the duration of working reduced hours: 2 weeks, except by mutual agreement

For a temporary decline in production, the company may reduce the hours of the working force in any one department to a minimum working schedule of 32 hours for a period not to exceed 2 weeks before initiating transfers or layoffs except as may be mutually agreed upon by the company and the union . . .

53. Limits on the duration of working reduced hours: 3 consecutive weeks unless changed by mutual consent

However, in cases where the hours on an operation fluctuate from 32 to 40 hours per week, for any reason other than a permanent reduction in production, the steward shall be notified prior to or as soon as possible after the hours have been reduced and layoffs will not be processed. It is agreed that these conditions shall not last longer than 3 consecutive weeks except by mutual agreement between the company and the union committees. . . .

54. Limits on the duration of working reduced hours: Not beyond 4 consecutive weeks

. . . It is further understood that a scheduled workweek under 40 hours per week in any department shall not be continued in effect beyond 4 consecutive workweeks in that department.

55. Limits on the duration of working reduced hours: 4 weeks

. . . If the workweek in a department falls below 40 hours for a period of 4 weeks, during which a minimum of 32 hours shall be maintained, a reclassification of that department shall take place and the force reduced so that those employees remaining in the department shall have 40 hours' work per week.

56. Limits on the duration of working reduced hours: 6 weeks; period can be extended temporarily in specific cases by mutual agreement

The company will endeavor to maintain a 40-hour week to the greatest extent practicable with operating needs. However, in the event of a temporary reduction in the available work, the company may reduce the workweek to 32 hours per week in the departments or areas affected for a period not exceeding 6 weeks, after which it shall lay off sufficient employees to enable it to give the remaining employees 40 hours of work per week. The company and the union may, by agreement between the director of industrial relations and the business agent of the union, temporarily change the scheduled hours per week below 32 hours and for periods longer than 6 weeks in specific cases.

57. Limits on the duration of working reduced hours: 90 calendar days

In case any curtailment shall continue for 90 calendar days, so as to result for that period in sharing the work . . . employees shall be laid off . . . and recalled as 100 percent working time can be furnished.

58. Limits on the duration of working reduced hours: 2 consecutive weeks before junior workers are laid off to provide continuing work at reduced hours for senior workers

In case the plant is required to operate at less than 4 days per week for 2 consecutive weeks, the principle of laying off younger employees in seniority in order to provide the older employees in seniority with 4 days' work per week shall be followed as far as possible . . .

59. Limits on the duration of working reduced hours: 4 weeks within any 6-month period

Should a job or department be faced with a slack work schedule, employees with less than 1 year of service shall be laid off or transferred.

If the situation is not relieved the department shall be reduced to a 32-hour workweek for a period of 4 weeks within any 6-month period, 6 months periods being January 1st through June 30th and July 1st through December 31st. A period of 90 days shall elapse before the second 4-week period shall take place.

Should this not relieve the situation employees shall be laid off or transferred according to seniority.

60. Limits on the duration of working reduced hours: 5 weeks cumulative in any 6-month period unless extended by mutual agreement

No employee with more than 30 days of current employment will be laid off until a share-of-the-work program based upon a 4-day workweek continues beyond 5 weeks cumulative in any 6-month period, unless extensions are mutually agreed.

The 6 months periods shall be January 1st through June 30th and July 1st through December 31st.

61. Limits on the duration of working reduced hours: Not over 1 year

Before any employees with 5 or more years of net credited service are laid off, the company shall notify the union of intention to make such layoffs. The union may, within 20 days of receipt of such notice, notify the company of the union's choice between layoffs of employees with net credited service of 5 years or more and part-timing provided such part-timing shall not exceed one-half day per week for a period of not over 1 year and provided further that the company may supplement such part-timing with layoffs if, in its judgment, such additional curtailment is necessary.

Advance Notice of Layoff

Prior to an impending layoff, the employer may be required to give advance notice to the affected employees, the union, or both. Such notice assures fair treatment to all employees since it gives the union an opportunity to verify the seniority status of the employees involved and review the manner in which they were selected for layoff. Also, the period between the notification date and the effective date of the layoff allows the employee to prepare for the economic adjustment and enables him to determine his displacement rights under the bumping and seniority provisions of the agreement.

Because of the need for a quick adjustment in the work force during emergency situations, contracts may not require advance notice of short-term or temporary layoffs. The parties may agree to waive the requirement for advance notice in circumstances beyond the employer's control. In some cases, employees are entitled to full or partial pay in lieu of notice if the employer fails to provide advance notice.

62. Notice of layoff to the union: 1 day

Foremen, before laying off, transferring, or recalling employees, shall supply the departmental committeemen with lists of the employees affected 24 hours before action is taken . . .

63. Notice of layoff to the union: 2 working days

The company shall furnish the union with the names of all employees to be laid off 2 working days before the layoff shall become effective.

64. Notice of layoff to the union: 3 days, except under emergency conditions

The company shall give written notice to the union of proposed layoffs 3 days prior to such layoffs unless they result from an emergency or the company has no prior knowledge of the need for the layoffs.

65. Notice of layoff to the union: 5 days, except under circumstances beyond employer's control

In the event of a layoff the employer shall give the union 5 days' notice of the names and clock numbers of the employees to be laid off, unless prevented from so doing by circumstances or conditions beyond its control.

66. Notice of layoff to the union: 7 days

The company will give to the union 7 days' advance notice of contemplated reductions of force within the bargaining unit, together with a list of employees affected. . . .

67. Notice of layoff to the union: Not less than 30 days

Whenever the company considers it necessary to part-time or lay off regular employees, the president of the union shall be notified not less than 30 days in advance of placing such a program in effect . . .

68. Notice of layoff to the union: Varies by type of layoff

In the event of a general layoff the company shall furnish the chairman of the shop committee with 12 copies of the list of employees to be laid off, not less than 48 hours in advance of such layoff. The company shall also furnish the chairman of the shop committee 12 copies of the list of employees who are to be recalled to work, prior to the return of such employees to work. In the event of a layoff arising out of a shortage of materials, or breakdown of equipment, notice of layoff shall be given to the chairman of the shop committee as much in advance as possible.

69. Notice of indefinite layoff to the union: Period not specified

Except in an emergency or for reasons or conditions over which the company has no control, where there are general layoffs for an indefinite period, as much notice as is practicable shall be given in writing to the shop committee before the layoff. A list will be made available indicating the names of the employees to be laid off and their seniority status in relation to the remaining employees in the department.

70. Notice of temporary layoff to employees: 4 hours

The employer will give to an employee 4 hours' notice of his or her layoff where the layoff is temporary; provided, however, that there shall be no pyramiding of call-in and layoff notice time.

71. Notice of temporary layoff to employees: 48 hours, whenever possible

. . . As to temporary layoffs, the company shall, whenever possible, give at least 48 hours' notice to the employees affected.

72. Notice of temporary layoff to employees: Period not specified

In event of a temporary cessation of operations of a part of or the entire department, the company will notify all employees involved as soon as possible . . .

73. Notice of indefinite layoff to employees: 2 working days

The company shall give employees who are laid off from work without a definite recall date, a written notice of at least 2 working days before they are laid off, or 16 hours' pay at the employee's average earnings.

74. Notice of extended layoff to employees: 5 working days

The company agrees to give the employees affected by a reduction in force of an operating department 5 working days' notice in advance of such extended layoff.

75. Notice of layoff to employees: Varies by duration of layoff

It shall be the practice of the employer to give not less than 1 week's notice of layoff except in layoffs of less than 1 week in which case a 3-day notice shall be given. . . .

76. Notice of layoff to employees: 24 hours, whenever possible

The management of each plant will, whenever possible, give at least 24 hours' notice prior to layoff to the employees affected.

77. Notice of layoff to regular employees: Not less than 10 calendar days

When company lays employees off because of lack of work it shall give the employees involved as much notice thereof as practicable, but in no event shall a regular employee be given less than 10 calendar days' notice of layoff, provided, however, that notice of layoff need not be given to employees who are employed on a probationary basis.

78. Notice of layoff to employees: Period not specified

In case of a substantial reduction of force in a department, the company will post a notice to that effect in the department and at the west gate as far in advance as possible.

79. Notice of more than 2 weeks' layoff to the employees and union: 2 working days; notice waived under specified conditions

The company shall give at least 2 working days' notice prior to layoff to the employee affected and the union except when caused by the termination or amendment of a government or other production contract, and except in cases where the employee is absent or it is otherwise impractical to give such notice, and except in cases of temporary layoff not exceeding 2 weeks' probable duration . . .

80. Notice of temporary or indefinite layoff to employees and union: 5 days, where reasonably possible

The management of the plant shall notify in writing the employee or employees being laid off from a department and transferred to the replacement group, the union delegates of the departments affected, and the union office of the contemplated action at least 5 days in advance of the effective date of such action where reasonably possible to do so, setting forth the nature of the action and whether it is to be of a temporary or permanent duration, but in any event the affected employee shall be given the opportunity to work 3 days in his own department after such notice before such a transfer to the replacement

group.

81. Notice of layoff to employees and union: Varies by employment classification; notice waived under specified conditions

The company shall give at least 1 week's notice prior to layoff to technical employees and at least 2 weeks' notice prior to layoff to professional employees affected and to the [union], except when caused by the termination or amendment of a government or other production contract, and except in cases where the employee is absent or it is otherwise impractical to give such notice.

82. Notice of layoff waived under specified conditions

. . . In the event of fire, flood, explosion, strike, or general power failure, making advance notice of furlough impossible, the 3 days' notice shall be waived.

83. Notice of indefinite layoff waived in emergencies

The company agrees to give a 3-day notice in writing before laying off a permanent employee, except in true emergencies.

84. Notice of short-term layoff, or pay in lieu thereof, waived in emergencies

. . . In case of required absence due to lack of work of short duration for a definite period, 8 hours' notice or pay in lieu will be given except in emergency cases over which the company has no control.

Notice of layoff or pay in lieu thereof for notice period

- 85A. . . Any employee laid off without 24 hours' notice where required will be paid 8 hours at his base rate.

* * *

- 85B. When employees are laid off, the company shall give not less than 10 working days' notice, exclusive of holidays and accumulated vacation, posted on the bulletin boards of the department affected thereby, and sent in writing to the union, or 10 days' pay, or any portion thereof, at straight-time rates, in lieu thereof . . .

* * *

- 85C. Regular employees shall receive 2 weeks' notice of a layoff or 2 weeks' pay in lieu thereof.

86. Notice of layoff or pay in lieu thereof for less than notice period

Whenever possible the company will give 2 weeks' notice to an employee being laid off. In case the company does not give such 2 weeks' notice, the company will pay the laid off employee 1 week's pay at his classified straight-time basic rate.

Seniority: A Factor Determining the Order of Layoffs

In providing for the possibility of fluctuations in the need for workers, most agreements set forth the basic ground rules governing the order in which workers will be laid off and recalled to work. The principle that relative seniority, or length of service, shall be an important, if not the only factor, in determining the order of layoffs is widely established in collective bargaining agreements.

Concern with the safeguarding of plant efficiency has frequently added other considerations to the simple, objective, and mechanical standard exemplified by a straight seniority rule, under which length of service alone controls the order of layoffs. In some cases, length of service governs provided the employee involved meets stated qualifications; in others, seniority becomes the deciding factor only if the ability and fitness of competing employees are approximately equal.

Order of layoff determined solely on the basis of length of service (straight seniority)

87A. Procedure to be followed in the event of an indefinite layoff of employees:

(1) All probationary employees in the department affected will be terminated first provided there are available employees remaining in the department who have seniority in those jobs which are vacated and who are willing to perform the work of the probationary employees to be released.

(2) Thereafter, layoffs shall be effected in accordance with the job classification seniority provided for herein and in inverse order to the seniority status of the employees within such job classification . . .

* * *

87B. In case it shall become necessary for the employer to lay off one or more employees, seniority rules shall apply, within classifications; the employee who has been with the [Company] the shortest length of time shall be the first to be laid off and in rehiring, those laid off first shall be the last to be reemployed.

* * *

87C. In the event of layoffs, employees shall be laid off according to job classification, but plantwide seniority shall govern, i. e., employees having the least plantwide seniority in that particular job classification shall be laid off first and the employees having the most plantwide seniority in that particular job classification shall be laid off last.

Order of layoff determined on the basis of length of service in combination with other factors (qualified seniority)

88A. In all cases of recall, increase, or decrease of forces, the following factors shall be considered, and where factors (2) and (3) are relatively equal, length of adjusted seniority shall govern:

- (1) Length of adjusted seniority as hereinbefore defined.
- (2) Knowledge, skill, and efficiency on the job
- (3) Physical fitness for the job

* * *

88B. When layoffs or rehiring take place they shall be on a job or occupational basis. The last one employed shall be the first one laid off and the last one laid off shall be the first one taken back provided physical fitness and ability to do the job are approximately equal.

* * *

88C. In decreasing the working force in any department, length of continuous service shall govern where the employee possesses the qualifications to do the job efficiently.

89. Qualified seniority: Order of layoffs qualified by needs of department

In case of layoffs, occasioned by reduction of force, departmental seniority shall be followed, with due consideration for the efficiency and special needs of the department.

90. Straight seniority to determine the order of layoff for those employees with 1 or more years of service in their assigned departments; additional factors considered for other workers

Length of service shall govern in all cases of transfers, promotions, and increases or decreases of the working force where

- (1) Ability, skill, and efficiency, and
- (2) Knowledge (of assigned and related duties) are relatively equal; provided, however, that in cases of decreases of the working force, length of service shall be the sole determining factor with respect to all employees having one year or more of service in their assigned departments.

91. Qualified seniority: Weight accorded length of service varies by employment date

Layoffs in connection with the decreasing of the working force and the recalling to work of men so laid off shall be governed by the following considerations:

- (1) For employees first employed prior to November 10, 1947, length of service shall govern, provided that the particular employee has the ability to perform the work.
- (2) For employees first employed on or after November 10, 1947, skill and ability and length of service shall be the determining factors. Where skill and ability are approximately equal, length of service shall govern.

The Seniority Unit.—The application of seniority to the problem of layoffs generally has two basic elements: (1) The area of competition, or the unit within which workers are to be ranked in the order of retention, e.g., a specific job classification, and (2) the appropriate basis upon which to calculate an employee's seniority, e.g., length of service in the company, in the plant, in the department, or in the particular job classification. Many combinations of the units within which seniority may be accumulated and within which it may be applied are therefore possible. These may be set forth in collective bargaining agreements or reserved for negotiations when the need arises.

The seniority unit within which employees are ranked in order of retention is generally determined by the requirements of plant operation. A broad seniority basis, e.g., plantwide, may be deemed appropriate where occupations within the plant are fairly uniform or are readily learned. Where a wide range of operations and skills is required to manufacture a product, the workers who compose a single production line, a department, or a job classification may be grouped into a seniority unit. The unit may be broadened for employees who meet stipulated service qualifications, or may vary in the case of exceptionally short layoffs. The agreement may administer the seniority of men and women on a separate basis, thereby establishing distinct seniority units on the basis of sex.

In multiplant or multiemployer agreements, the seniority unit for layoffs ordinarily cannot be readily identified. In these agreements, the unit, if specified, may be subject to change on the local plant level; if not specified, the agreement usually stipulates that the unit shall be determined by local negotiations.

92. Seniority unit: Job classification

It is agreed by the company and the union that it is of prime importance to maintain efficiency in the plant and its various departments. Seniority shall be on a classification basis within the bargaining unit. . . .

93. Seniority unit: Noninterchangeable occupational group

When layoffs are necessary because of lack of work, the company will apply the principle of seniority within noninterchangeable occupational groups . . .

94. Seniority unit: Department

When layoffs become necessary because of lack of work, seniority by departments shall apply; that is, the last person hired shall be the first one to be laid off . . . In rehiring, the last person laid off in any particular department shall be the first rehired.

95. Seniority unit: Plant

In the event of layoff on a plantwide bargaining unit basis employees with the least seniority will be laid off first and employees with the most seniority will be retained subject to their ability to perform the available work without being trained.

96. Seniority unit: Job classification; seniority accumulated on companywide basis

Employees within each department are classified according to occupational codes, and all recalls to work or reductions in the department working force will be made on the basis of total company seniority applied to the specific occupational code as hereinafter provided.

97. Seniority unit: Job group; by companywide seniority

Whenever economic or force conditions are considered by the company to warrant laying off regular employees, such force adjustments as it may deem necessary shall be made effective among employees covered by this contract who perform similar work, subject to the following conditions:

(1) Temporary and occasional employees shall be laid off first, provided, however, that such employees may be retained or employed temporarily to meet emergencies or peak load situations.

(2) Employees shall be laid off in inverse order of total company seniority, to the extent deemed by the company to be necessary. The company may retain not more than 5 percent of the employees subject to layoff in each service year involved.

(3) The provisions of this section shall be administered on a companywide basis.

98. Seniority unit: Varies with type of layoff

In cases of increase or decrease of the working force, seniority shall operate within noninterchangeable occupational groups . . . The occupational groups as agreed to between the company and the union shall be considered a part of this agreement and attached hereto . . . In case of temporary layoffs of 10 working days or less and recalls thereafter seniority within classifications and within the department affected shall apply. An employee shall not repeatedly be subject to recurring layoffs under this provision.

99. Seniority unit: Varies with different crafts or occupations

When layoffs, other than temporary layoffs, are made by any department, the employee with least seniority shall be laid off first . . .

Seniority [for layoff purposes] in the skilled trades departments shall be by non-interchangeable occupations or trades within a department or group of departments.

100. Seniority unit: Department; unit broadened if department terminated or jobs eliminated

Strict departmental seniority shall prevail. . . . In the case of a department being terminated, or jobs being eliminated, the employees of said department shall be absorbed in other departments according to their plantwide seniority, on jobs they are capable of doing.

101. Seniority unit: Varies with length of service

It is understood that both departmental service and plant service shall be taken into consideration in the application of the seniority principle. . . . In instances of layoff where an employee has 1 year or more of plant seniority, the seniority considered shall be plant seniority, but where the employee involved has less than 1 year of plant seniority, the seniority for layoff purposes shall be departmental seniority . . .

102. Seniority unit: Determined by joint agreement when necessary

The units within which the seniority rules and promotional schedules shall apply for the respective purposes herein set forth shall be determined from time to time, as necessity shall arise, by mutual agreement between the management and the plant grievance committee and upon such agreement shall be posted in each department.

103. Multiplant agreement: Seniority unit specified in local agreements already in effect; new and changed units negotiated locally

The seniority units heretofore established in each plant, or the units as established in the local agreements, shall remain in effect until changed by local agreement between local managements and local union committees. Additions of new seniority units are to be negotiated locally . . .

104. Multiplant agreement: Seniority unit established locally

Local management and local union committees will develop their seniority provisions and will, among other things, give consideration to and provide for . . . the establishment of seniority units.

105. Multiplant agreement: Seniority unit specified but subject to change by local agreement

The principle of factorywide seniority will apply on transfer, layoff, and rehire. Exceptions to the principle of applying seniority on a factorywide basis may be mutually agreed upon on a local plant level when the occasion arises.

Separate seniority lists for men and women

106A. A seniority list will be compiled by departments, revised at 60-day intervals and a copy delivered to the union. Male and female seniority shall be separate.

* * *

106B. The practice in effect as of the date of this agreement with regard to administering seniority of female employees separately from that of male employees shall be continued.

* * *

106C. Men and women shall be divided into separate noninterchangeable seniority groups.

Superseniority.—To insure the retention of key or specially skilled workers in a reduction in force, the agreements may provide superseniority to such employees, that is, a place at the top of the list regardless of length of service. Trainees for technical, professional, or managerial jobs who are gaining production experience in the bargaining unit covered by the agreement may also be granted top seniority protection. Agreements may contain more than standard seniority protection for union representatives and shop stewards to assure continued experienced employee representation during and after a reduction in force. The number of employees so retained may be expressed as a fixed number or as a percentage of the total number of employees in the unit. Veterans, aged workers, and physically disabled employees are also extended "top" seniority by the terms of some contracts.

107. Essential employees retained regardless of seniority, with consent of union

Notwithstanding the [seniority] provisions . . . in the event of layoffs due to a general reduction in force caused by curtailment of production, the company shall have the right, with the consent of the union, to retain for jobs employees who, by reason of their experience and ability, are needed for such jobs regardless of seniority and to reemploy employees who, by reason of their experience and ability, are needed for such jobs, regardless of seniority.

108. Essential employees afforded superseniority at time of layoff, provided use is made of their special ability

Employees who, because of special training or ability, are essential to the efficient operation of the plant may be retained, transferred to other departments, or rehired if laid off, regardless of the [seniority] provisions . . . provided such employees are placed on jobs making use of such special training or ability.

109. Union representatives granted superseniority

Bargaining committee members and union officers shall head the plant seniority list. Stewards shall head the seniority lists in their respective zones. The above shall be continued at work as long as their constituents are working providing they are qualified to do the work available.

110. Fixed number of union representatives granted superseniority

In applying the provision for reduction in force, officers and district representatives of the union, not to exceed a total of fourteen, will be granted, during their term of office, senior office service status provided they are qualified to fill positions then existent. The union will provide the company with a certified list of such representatives at least once every 12 months, or more often, when changes occur within the 12-month period.

111. Union representatives granted superseniority in event of layoff must be capable of doing available work in the department

Top company seniority for the purpose of layoffs and restoration of forces shall be granted to local union officials at each plant on the following basis:

(1) The local union executive board (not to exceed 12) and 1 union representative for each 100 employees in the bargaining agency of the local union. Each local union will provide works management with a certified list of such union officials. The total number so certified shall not be changed oftener than every 6 months.

(2) The top company seniority provided in the foregoing shall be applied in the department in which the employee works.

No such seniority shall be exercised unless the union official is capable of doing a job which is available in his department.

112. Union representatives granted superseniority provided they have 1 year's seniority

The officers of the local union, 8 chief stewards, and regular stewards shall head the seniority list of their occupational group if they have 1 year's seniority. This preferential seniority shall be used only in case of layoff or transfer off his floor due to a reduction in working forces. Regular stewards' preferential seniority shall not cause an employee with more than 5 years' seniority to be laid off.

113. Union representatives granted superseniority over employees with less than 20 years' service

In case of layoffs, those employees of 1 year or more of employment who are serving as officers of the union or as members of the grievance committee and negotiating committee, or as stewards, shall, during their term of office, head the seniority list in their respective departments with respect to those employees covered by this agreement (other than those having 20 years or more of service) and will not be laid off for lack of work unless the operation or department is discontinued.

114. Superseniority for skilled employees equated to that for union representatives

Employees whose skills are of special value to the company may be retained, irrespective of seniority, provided that the total number of such employees shall not exceed the total possible number of stewards, shop chairmen, and union officials who have top seniority, and provided further that the number of such employees in each department shall not, in any case, exceed 10 percent of the total employees in such department at the time of a layoff.

115. Trainees granted superseniority in layoffs during their period of training

The company shall have the right to place persons in a department temporarily for training or experience. Such persons will be exempt from layoff under the seniority provisions during their period of training, and they shall not be used to reduce the working force or workweek of the department, nor to replace regular operators.

116. Trainees exempted from the seniority provisions of the contract for not more than 3 months

The company shall have the right to exempt from all seniority and wage requirements such employees as may be enrolled for the purpose of training and experience, with a view to other assignments or for some purpose other than ultimate permanent employment within the unit covered by this agreement. Such trainees shall not exceed a total of 10 at any one time and no individual trainee shall be exempt for more than 3 months and they shall not displace any employee.

117. Disabled employees exempted from seniority provisions

Employees handicapped by major physical disabilities resulting from accidents at work in the plant are considered exempt from the seniority provisions which apply to layoffs for lack of work and may be retained by mutual agreement between the company and the union regardless of seniority status.

118. Disabled employees considered to have a minimum of 5 years' plant seniority in the event of layoff

Employees disabled by occupational accident or disease or disabled while on military leave may be awarded a job which they can satisfactorily perform if such job is held by an employee with less plant seniority or with less than 5 years' seniority. Such restricted employees shall be considered to have a minimum of 5 years' plant seniority in the event of reduction of force . . .

Less-than-Normal Seniority.—In some instances, certain groups or categories of workers are granted no seniority protection, or less than their length of service would otherwise command under the agreement. These workers compose a unit by themselves, and are laid off, if necessary, before "regular" employees are reduced in force.

119. Women accumulate seniority only in specific classifications; cannot displace men at time of layoff

Female employees will accumulate seniority in female classifications only.

Female employees engaged in occupations classified as male jobs will be considered as temporary, and no seniority provision will apply with respect to male jobs. In cases of layoff only: Female employees engaged in male occupations may exercise their seniority rights on other female jobs within their department.

120. Women who fill men's jobs during a period of labor shortage may be laid off without regard to seniority

If, during a period of labor shortage, it becomes impossible to hire a sufficient number of qualified male employees, the company may then open bidding in jobs where shortages exist to female employees for as long as the labor shortage continues.

When such labor shortage no longer exists, reductions in force and layoffs may be accomplished without regard to seniority, insofar as women employees are concerned, in order to revert back to the status existing before the labor shortage occurred.

Exceptions to Use of Seniority.—Sometimes an exception to the use of seniority in determining the order of layoffs may be permitted by the agreement under extraordinary or emergency conditions. These circumstances, if defined by the contract, may cover such contingencies as emergency situations arising from material shortages or power failures. Exceptions to the use of seniority may be left to management's discretion or may be jointly determined under special conditions or circumstances.

121. Seniority provisions inapplicable when layoffs are caused by an emergency

The [seniority] provisions of this article shall be suspended and shall not apply in the case of a force surplus brought about by an emergency over which the company has no control or advance notice, and which results in a sudden drop in the workload, except that, in so far as possible, the company will be guided by seniority in making layoffs.

122. Seniority provisions inapplicable in determining the order of layoff during a temporary reduction in operations

In the application of the seniority provisions of this article, a layoff shall be considered an interruption of employment caused by a reduction in force due to a reduction in regular operating schedules, as distinct from temporary layoffs which are due to material shortage, equipment failure, power failure, labor dispute, or other similar circumstances which cause a temporary cessation or reduction in operations of such nature that application of the regular seniority provisions would not be feasible.

123. Departure from seniority procedures jointly determined by the company and union during slack periods

It is recognized that it may become necessary specifically in times of reduced business volume, for a departure from strict interpretation of seniority as herein defined in order to maintain operating efficiency and avoid losses which may jeopardize the existence of the company and the livelihood of its employees. Should such course become necessary, the management will discuss and negotiate same with the shop bargaining committee to the best interest of all.

124. Company notifies union representative before departing from seniority procedures in the event of layoff

The company recognizes the principle of seniority and in accordance therewith in the event that it becomes necessary to reduce the number of employees working, those employees last hired in each department shall be laid off first, and in rehiring, employees who were regular employees at the time of their layoff shall be restored to work in each department in the reverse order in which they were laid off; provided, however, that in case any departures from the strict principle of seniority are necessary, the company, when consistent with the proper and efficient operation of the company, shall give the appropriate department's shop steward at least 24 hours' notice.

125. If parties fail to agree on departure from seniority procedures in determining order of layoff, differences are submitted to arbitration

In the event the employer claims that the maintenance of the employer's standards of production requires an exception to any of the foregoing provisions of the seniority clause in any specific instance, the employer may request the union for an appropriate exception in any such specific instances and if no agreement is reached, the matter shall be submitted to arbitration . . .

Short-Term or Temporary Layoffs Defined

A distinction is frequently made in collective bargaining agreements between long-term or indefinite reductions in force caused by severe business fluctuations and layoffs of a short-term or limited duration arising from temporary factors. Agreement provisions may require that temporary adjustments in the work force be made in the same manner as prescribed for longer layoffs. Others may provide for a change in the regular seniority provisions, e.g., by limiting layoffs to the unit where work is temporarily slack. The agreement may provide for the suspension of seniority rules, permitting layoffs to conform to company requirements. Definitions of temporary layoffs vary considerably in agreements; generally, however, they are limited to about a week or less.

126. Temporary layoff: Undefined duration

The provisions of this article regarding the layoff and recall of employees are intended to apply only to reductions in the working force for an extended period of time. Such provisions shall not be applicable to reductions in the working force due to material shortages, machine breakdowns, conditions outside the company's plants, introduction of or change in models, or other causes of a temporary nature. In the event of a reduction in the working force due to such causes, employees may be laid off temporarily according to the needs determined by the company.

127. Temporary layoff: Not exceeding 2 days

In the event of a layoff not exceeding 2 days, the junior employee in the classification in the room shall be laid off. This paragraph is not intended to be used for purposes of a general layoff.

128. Temporary layoff: Not over 2 full consecutive days plus the part of the day the employee is laid off; temporary layoffs not to exceed 80 hours for any worker in each contract year

In emergencies, temporary layoffs may last not more than 2 full consecutive days plus the portion of a day the employee is temporarily laid off, before complying with the . . . layoff provisions. The union representative shall be notified of each temporary layoff before it occurs. Such temporary layoffs shall not exceed 80 hours for any employee in each contract year and after 80 hours the company is required to comply with the . . . layoff provisions.

129. Temporary layoff: Not over 6 working days

In case of temporary layoffs not exceeding 6 working days, employees may be laid off in inverse order of seniority from the occupational classification in the department and building affected.

130. Temporary layoff: Not more than 7 calendar days

In the event that it is necessary to make a reduction in force in any department which is not expected to extend beyond 7 calendar days, employees may be given temporary layoffs not to exceed 7 calendar days. Such temporary layoffs shall be made according to seniority among employees who perform work on the same job classification within a group and on the same shift; provided, however, that such an employee is qualified to perform the work without any training period. If during a temporary layoff work performed on different classifications must be combined, such work will be performed by the employee with the most seniority holding a job classification involved in such combination, provided such an employee is qualified to perform the work without any training period.

131. Temporary layoff: Not to exceed 10 working days

If a layoff of a temporary nature occurs not to exceed 10 working days, the company retains the right to transfer the employee affected within the section or to place him in other jobs as the case may be. Under such circumstances the employee will be required to return to his original section and job when work resumes.

132. Temporary layoff: Not over 10 calendar days without consultation with union

No temporary layoff shall exceed 10 calendar days without consultation with the union as to the feasibility of applying the regular seniority provisions.

133. Temporary layoff: Provision for extending original period of 5 working days by a like amount of time

Temporary layoffs will not normally exceed 5 working days. However, if it is apparent to the company and the union that the condition causing the temporary layoff will be corrected within an additional 5 working days, the period of temporary layoff may be extended by this amount. If the situation has not been corrected at the termination of the 5- or 10-day periods outlined above, the affected employee or employees will then exercise their rights under the reduction in force procedure.

134. Temporary layoff: Less than 1 week at a time, not over 15 working days per year

When due to manufacturing irregularities (manufacturing irregularities shall mean lack of or defective material; or machine, tool, or equipment breakdown; and/or other circumstances beyond the control of the company) there are short, temporary emergency layoffs or transfers of some of the people in any group, such layoffs or transfers will be made in the best manner so that the reduced production can be maintained with seniority to prevail wherever possible. Such layoffs or transfers should be less than 1 week and should not exceed 15 working days per year. If abuse of this clause is proved, the employees will be paid for the time unjustly lost at the group rate.

135. Temporary layoff: Not to exceed 30 days' probable duration

For temporary layoffs, which in the judgment of the company are not to exceed 30 days' probable duration, the employees in the department affected will be laid off according to their seniority within the job occupation in such department. If such layoff should extend beyond 30 days' duration, or if within such 30 days it is determined that the temporary layoff is to be of extended duration, the employees laid off in such department shall be processed for layoff in accordance with the provisions of this section.

136. Temporary layoff: Not to exceed 45 days

Force adjustment shall mean the laying off and/or part-timing of employees, other than temporary layoff not to exceed 45 days, as may be necessary due to conversion to dial operation, or due to changes in general economic conditions, or due to other unforeseen conditions or emergencies in the normal course of operations.

137. Temporary layoff: 1 year or less

Temporary layoff (1 year or less) shall not affect the seniority standing. During an indefinite layoff (more than 1 year) seniority shall not accumulate but employees shall not lose seniority already earned.

Bumping

The general purpose of a seniority rule is to assure the retention of senior employees during reductions in force. However, the impact of curtailed employment and the composition of the work force in terms of length of service may vary among the different occupations and departments of an establishment. Consequently, a long-service employee may be scheduled for layoff because—for the time at least—his job is no longer necessary to plant operations, while at the same time a junior employee doing a necessary job is scheduled for retention. The collective bargaining agreement, therefore, may grant the senior employee the right to "bump" the junior employee, displacing him and taking over his job. In turn, the displaced worker can bump some other employee with still less seniority than his own. Bumping may occur within the seniority unit established for layoff purposes or cut across seniority units, depending on the bumping rights provided by the contract. In general usage, bumping implies lateral transfer or demotion. However, in some instances, bumping upward is permitted.

The agreement may allow bumping only in the case of an indefinite layoff, or it may also permit bumping in short-term layoffs.

Even though a senior employee may have sufficient length of service, he must sometimes satisfy additional criteria under the terms of the agreement in order to displace a junior employee. For example: (1) The senior worker must be qualified immediately or within a short training period to do the work; (2) stated service requirements must be met; or (3) bumping is permitted only to jobs formerly held or to units within which the employee has previously worked. Occasionally, an agreement clause which provides bumping privileges also states that certain types of employees, such as specialists, may not be bumped from their jobs.

138. Bumping permitted in case of a permanent layoff

Seniority shall entitle an employee to a job by department, division, or plantwide in case of a permanent layoff, providing he has the ability to do the available job, and the displaced employee will replace the employee with the least seniority first in his department, then division, then plantwide . . .

139. Bumping permitted, type of layoff not specified

If an employee who is laid off and who has established seniority applies for work at the plant employment office, the company will either:

- (1) Offer him employment as a replacement if a replacement is needed, or
- (2) Offer him employment in a department where work is available and the department seniority list is exhausted, or
- (3) Offer him the privilege of displacing an employee in another department who has not established seniority

140. Bumping permitted in both temporary and permanent layoff

An employee laid off temporarily or permanently may exercise his seniority over the employee with the least seniority in any department whose work he is capable of handling, according to the following:

- (1) In any classification in which the employee has had previous experience, or if his department is discontinued he may exercise his seniority after having been laid off for 5 working days.
- (2) In any classification other than that in which the employee has previous experience, he may exercise his seniority after having been laid off for 10 working days.

141. Bumping permitted solely on the basis of seniority

In the event of a layoff in any department consisting of more than one classification, if an employee in a higher classification shall first be affected by such layoff, such employee affected, having departmental seniority shall have the option to be reverted to the next lower classification in that department in accordance with his departmental seniority or accept severance pay and the employee finally displaced shall be laid off.

Bumping permitted if senior employee is qualified for the job

142A. When furloughs are deemed necessary by the employer, they shall be made without discrimination in accordance with the seniority provisions of this agreement.

Employees so furloughed shall have the following choices:

- (1) Accept furlough
- (2) If qualified, and if the request is made within 48 hours of posting the furlough notice, exercise his seniority and bump into the classification of his choice:
 - (a) Within the seniority area from which he was furloughed
 - (b) Within any other seniority area where he retains earned seniority

* * *

142B. Seniority shall prevail within departments in all cases of layoffs and in all cases of displacements incident to a layoff or reduction in the working force, provided the employee is qualified to perform the work. The company shall not, however, question the qualifications of any employee, for any job classification for which the employee has previously qualified. An employee laid off from a job classification may bump into the next highest job for which he has previously qualified, or into any unskilled job in the department on the basis of his or her seniority.

143. Bumping permitted if senior employee is capable of performing the job without further training

If further reductions are necessary, each surplus employee in the affected department or craft group who has the least plant seniority will be offered a transfer to another department or craft group to replace that employee with the least plant seniority whose job he is competent to perform without any further training. No more than 20 percent of the employees of a department shall be so replaced. An employee who is not capable of doing the work required in the job of the least senior employee, will be considered successively for jobs held by all employees with less seniority until a job is found which he can fill satisfactorily.

144. Bumping permitted if senior employee can qualify for the job and meets a minimum seniority requirement

Employees having more than 6 months' plantwide seniority who are laid off shall, if written application to the vice president-manufacturing is made within 10 days of the date of layoff, replace any employee having a lesser amount of plantwide seniority. Any laid-off employee who makes application for the job of a junior employee shall be given a 5-day trial period within which to demonstrate his working ability. Any employee exercising seniority rights with respect to a particular job must be qualified to perform the duties of that job in a normal and average manner.

145. Plantwide bumping limited to qualified employees with specified minimum seniority; bumping into specified occupations permitted for qualified employee

. . . Any employee having 6 or more years of seniority shall, before being laid off, be entitled to replace any employee with less than 6 years' seniority in any occupation in the [plant] provided:

(1) That said employee with more than 6 years' seniority shall have first exhausted all possibility of replacing any other employees in those occupations within which said employee has accumulated seniority

(2) That he can demonstrate after a reasonable trial period that he has skill and ability to perform the work required; and

(3) That in the case of a skilled job, his previous experience with the company must have been such as to establish his ability to do the work required in a satisfactory manner . . .

Also, notwithstanding the foregoing provisions . . . any employee shall, before being laid off, be entitled to replace an employee with less seniority in [specified unskilled jobs such as laborer and cleaner], providing he has the ability to perform the work required.

146. Bumping permitted for employees with specified minimum seniority

In the case of an indefinite layoff, employees with 1 year, but less than 3 years, of seniority shall be given an opportunity to replace employees elsewhere in the plant having less than 8 weeks' service.

In the case of an indefinite layoff, the company shall place affected employees with 3 or more years' seniority somewhere in the plant, without loss of time, provided the employee accepts work in the department of the employee whom he is entitled to displace, which shall be the employee having the least service in the plant and, provided further, that such placement can be made without causing the employee to work more than 8 hours in any 24-hour period. However, if it is necessary to place an employee on another shift and in doing so the employee would lose a shift's work, it shall not be considered as lost time within the meaning of this paragraph.

147. Bumping permitted if senior employee has specified minimum length of service differential over employee being bumped

At the time of a layoff, the company will give consideration to transferring the employees who are scheduled to be laid off, to a job classification in another section. Such employees with less than 10 years of continuous service with the company shall not replace employees in any other section, except probationary employees on noncraft job classifications, but employees with 10 or more years of continuous service with the company may be transferred by the company to other sections of their division or to other divisions, and may replace employees who have less than 3 years of continuous service with the company. These 10-year employees will not be assigned to another section until all other assignments in that section have been made so that such 10-year employees (transferred in accordance with this provision) do not have preference over any employee in the other section who has 3 years or more of continuous service in that section. . . .

148. Area of bumping varies with employee's seniority

When an employee is displaced from his job by layoff or transfer, he shall be placed in a new job in accordance with the following procedure:

(1) If he has less than 4 years of plant seniority he shall displace employees in his occupational group who may have less occupational group seniority, or he will be transferred to any open job for which he may be qualified.

(2) If he has more than 4 years of plant seniority he shall displace first an employee with less than 4 years of plant seniority in any job for which he is considered to be qualified and, if placement under this provision is not possible,

(3) He shall displace an employee with less than 4 years of seniority in any job for which he may not obviously be qualified but for which, in the opinion of the seniority committee, he can become qualified after a probationary period; if placement under this second provision is not possible,

(4) He shall displace any employee with less plant seniority in any job for which he is qualified after a probationary period.

149. Transferred employees retain seniority and bumping rights in former department

An employee who has been transferred to another department at his or her request, or at company request, shall retain his or her seniority rights in the former department when a curtailment in production makes it necessary to reduce the number of employees in any department.

When an employee returns to his or her former department, he or she can bump only the youngest employee in the classification which his or her seniority entitles him or her to have. At no time, can any employee bump for shift preference. Such employee who bumps for job seniority must take shift which younger employee had.

Bumping to former occupation permitted

- 150A. An employee who is laid off in an occupation and who immediately prior to his assignment in such occupation had been assigned to another occupation within the same department shall be transferred to such latter occupation and shall replace the least senior employee in such latter occupation, provided he possesses greater seniority.

* * *

- 150B. In the event of any layoffs or curtailments of employment, such layoffs shall be made in accordance with classified seniority rights. Within a department, district, or departmental section, it is agreed that an employee, in cases of curtailment of employment with the company, may of necessity be relegated to a job he originally held in the course of his employment with the company within his present department, district, or departmental section. In no instance will an employee have the right to recede to a position because of his seniority, within his department, that he did not pass through before reaching his present position. Under no circumstances may an employee exercise seniority rights outside his own department or in the selection of a specific job within a classification.

151. Bumping permitted in present and previously held classification in present department, and lowest classification in any previous department

When it is necessary to lay off or rehire employees in any department, such layoff or rehire shall be on the basis of the department seniority of the employees, competency considered, in their respective classified occupations in the department affected. Any such employee about to be laid off, due to lack of work or due to other causes not the fault of the employee, may claim his department seniority right to employment in another classification wherein he had been employed by the employer. It is further agreed that any such employee about to be laid off due to lack of work or due to other causes not the fault of the employee, may claim his plant seniority right to employment in the lowest classification in any department of the plant in which he was employed.

152. Bumping to former job limited to one time except for employees with more than 5 years' seniority

An employee who is to be laid off shall be given opportunity to accept an assignment to an equal or lower rated job in which he had acquired seniority status, provided that his seniority status therein shall be greater than that of some other employee who may be working therein . . .

No employee will be allowed to make more than one bump to a previously held job except in the case of an employee with more than 5 years' seniority, one additional bump to a previously held job is allowed.

153. Bumping to former classification permitted if employee is physically qualified

Such employees on the excess list as have worked in other classifications in other occupational groupings, as shown by the division records, for a period of 3 or more months, shall be permitted to go back to any such classifications, in order of prior classifications, provided they have seniority in their former classifications, with the exception that employees who were previously assigned to a classification in a higher paying labor grade for a period of 3 or more months, shall have the opportunity to go back to the higher paid classification, provided they have seniority therein. Employees so displaced will be given a like opportunity to go back to classifications in which they previously worked. It is understood that no employee will go back to a classification in which he previously worked if he is physically incapable of performing the work. In such case, he shall be offered employment in a previous occupation if he is physically capable of performing the job.

154. Trainees on jobs requiring technical skill or special knowledge protected from being bumped

The company may, from time to time, train employees for positions requiring technical skill or special knowledge. Such trainees may be placed in vacancies and will not be affected by the back-tracking provisions of this contract. The number of employees in training at one time may not exceed 2 percent of the total number of employees covered by this contract. The union is to be advised as to employees that are trainees.

155. Employees in a specified department protected from being bumped

. . . In cases of curtailment of production, the senior employee will be given an opportunity to "bump" the youngest employee without seniority in other departments. Exception: Entire mechanical division.

CHAPTER 3. - RECALL TO WORK

Reemployment rights are a matter of keen concern to a laid-off worker. When comparable job opportunities with other employers are scarce, the worker is particularly anxious to return to the position from which he was laid off. Even when jobs are relatively plentiful, there is generally a strong desire to return to the job where personal relationships have been developed and economic rights, such as seniority status and pension credits, have been accumulated.

The method of recalling workers enters into collective bargaining negotiations. In some agreements, procedures are enumerated in detail; in others, only general guides are provided and practices evolved in previous layoff experiences are employed. Where no mention of recall is made in the contract, it is likely that a definite procedure has been devised to handle this important personnel problem, or the nature of the business virtually fixes the recall procedure.

Order of Recall

The most common reemployment procedure is to recall workers in reverse order of layoff. This generally means application of the basic seniority provisions of the contract, with any qualifications regarding skill or physical fitness applied in layoff also applied in reemployment.

In some instances, these seniority provisions may be modified to insure that recalled employees are capable of performing the work available at the time production is expanded.

156. Order of layoff and recall determined solely on the basis of length of service (straight seniority)

Reduction of the working forces shall be accomplished by the layoff of employees by seniority in each work classification; and in reemployment, the last employee laid off shall be the first to be called back to work in each work classification.

157. Order of layoff and recall determined on the basis of length of service in combination with other factors (qualified seniority)

When it becomes necessary to reduce the working force, employees shall be laid off according to seniority in their respective divisions, providing the senior employees can capably perform the services required. . . . When an increase in the working force becomes necessary, employees previously laid off shall be returned to work in the reverse order of their layoff, providing in each case that the employee with the most seniority can capably perform the services required.

Order of recall determined on the basis of length of service in combination with other factors (qualified seniority)

158A. Laid-off employees will be recalled to work in accordance with their seniority, the longest seniority employees being the first to be recalled, provided they are capable of performing the available jobs.

* * *

158B. In cases of layoff and reemployment the following factors shall be considered, and where factors (1) and (2) are relatively equal, length of service shall govern:

- (1) Length of service - viz: Seniority
- (2) Knowledge, training, ability, skill, and efficiency
- (3) Physical fitness

* * *

- 158C. When operations are reduced, work shall be distributed in each department according to the length of service and capability of performing such work—last man hired to be first man furloughed. When operations are resumed, the men shall be recalled in reverse order to that in which they were furloughed—capability considered. The departments designated shall be determined upon by the management and the plant committee.

Straight seniority governs layoff; qualified seniority governs recall

- 159A. Layoff: When it becomes necessary for the company to reduce its working force in a job occupation within the bargaining unit by reason of work needs, employees with no seniority in such job occupation shall be first laid off. Employees classified as "Learners" in such job occupation shall, in the inverse order of their seniority, be next laid off. Thereafter, employees in the job occupation affected shall be laid off in the inverse order of their seniority . . .

Recall: . . . When adding to the forces of a job occupation in the plant, employees theretofore laid off in such job occupation and employees who accept a transfer in lieu of layoff to a lower rated job in the same or a different job occupation shall be recalled in order of their seniority and placed in available positions in the same or lower rated job classification of the job occupation from which laid off provided they possess the necessary qualifications to perform the job as required by the company's current operations and the job description.

* * *

- 159B. If further reductions are necessary, employees with seniority of less than 104 weeks will be laid off on a departmental and occupational basis. If, for unusual or exceptional reasons, the company retains any such employees, the same shall be negotiated with the union.

Employees retaining seniority under this agreement shall be recalled on the basis of occupational plantwide seniority, and must have had previous experience with the company on the available job to be performed, and must be able to perform the job to standard efficiency. When an employee with more than 2 years' seniority is recalled after a layoff to a job other than the one he had at the time of layoff, he may pass the job available without loss of seniority.

Retention of Seniority

Retention of seniority, a central factor in determining job rights and eligibility for recall to work, is important to an employee during layoff. In some cases, seniority is retained regardless of the duration of layoff. However, a time limit may be established after which a worker's connection with a particular employer is regarded as terminated. The length of time a laid-off employee may retain seniority is sometimes geared to the individual's length of service. To prepare for quick and efficient reemployment when production increases, employers may require workers to supply their current address or periodic notice of their availability for work in order to retain seniority while on layoff.

160. Eligibility period for recall by seniority: Employee does not lose seniority as a result of layoff

. . . No employee shall lose his or her seniority standing as the result of any layoff.

161. Eligibility period for recall by seniority: 6 months from date of layoff

Seniority rights of laid-off employees will continue for 6 months from layoff date.

162. Eligibility period for recall by seniority: 1 year from date of layoff

Seniority of an employee shall be lost when an employee is (1) discharged, (2) resigns, or (3) is not rehired within 1 year after termination due to layoff.

163. Eligibility period for recall by seniority: Seniority lost if layoff continues for 2 years

Plant seniority shall be terminated for the following reasons. . . . Continual layoff for period of 2 years.

- Eligibility period for recall by seniority: Seniority lost if layoff exceeds 3 years

- 164A. An employee will lose his system service and seniority who:

- (1) Quits of his own accord
- (2) Is discharged for cause
- (3) Fails to report his availability for work within 3 days or fails to report for work within 7 days after being recalled from layoff
- (4) Is laid off for a period of more than 3 years.

* * *

- 164B. When laid off an employee will be retained on the recall list for a period of 36 months during which time seniority shall be accumulative for 18 months.

165. Eligibility period for recall by seniority: Seniority lost after layoff equal to employee's length of service

Seniority shall cease upon . . . layoff of an employee for a period equal to the number of months of his continuous service since his most recent hiring date.

166. Eligibility period for recall by seniority: Reemployment privilege continues for a period of time equal to employee's length of service up to a maximum of 2 years

In the event of rehiring following a layoff, the employee last laid off or reclassified . . . shall be offered reemployment or reclassification first, and no new employee shall be hired until the list of employees laid off or otherwise removed from the given payroll classification shall have been exhausted. Such reemployment privilege, however, shall not continue for a period of time greater than the total length of the employee's company service at the time of layoff, nor for more than 2 calendar years in any case.

167. Eligibility period for recall by seniority: Seniority lost after layoff of half the employee's length of service up to a maximum of 3 years

Seniority and the employment relationship shall be broken for the following reasons: . . . If the employee is laid off for one-half his or her length of service up to 3 years.

168. Eligibility period for recall by seniority: Seniority lost after layoff for a period equal to employee's length of service or 1 year, whichever is greater

An employee shall cease to have any seniority rights if . . . he has not worked for the company for a number of days equal to his length of service with the company at the time he last worked for the company or 1 year, whichever is the greater; provided that for this purpose absence with leave and time off caused by compensable injury sustained while in the employ of the company shall not be counted.

169. Eligibility period for recall by seniority: Duration of period graduated according to length of service

The laid off employees will retain his seniority status in accordance with the following schedule:

0 to 5 years' service -----	2 years
5 to 10 years' service -----	2 ¹ / ₂ years
Over 10 years' service -----	3 years

170. Eligibility period for recall by seniority: Duration of period varies by employment date

Any employee on the payroll prior to the effective date of this agreement and who is involuntarily laid off shall remain on the seniority list for 18 months or half the length of service whichever is the greater . . . Any employee hired after the effective date of this agreement shall in the case of an involuntary layoff remain on the seniority list for half of their accumulated seniority at the time of their layoff.

171. Eligibility period for recall by seniority: Seniority lost after layoff of 1 year; employees with more than 12 months' service may extend this period an additional 2 years under specified conditions

Any employee shall lose his seniority for any of the following reasons: . . . Continuous layoff of 1 year; however, any employee possessed of more than 12 months' seniority may maintain such seniority for an additional 2 years, provided that the laid-off employee reports his or her availability for work to the employment manager during the second and third consecutive year of the layoff, on at least one occasion within each 180-calendar-day intervals, of the second and third consecutive year of the layoff. At the time of layoff the employment office will furnish a memo to employees with more than 12 months' seniority, showing the first 180-day period, in which the employee must report to maintain seniority.

172. Employee must notify employer of change of address

Laid-off employees shall promptly notify the employer in writing of any changes in address.

Preference in Rehiring

Another technique for offering reemployment to laid-off workers is to give them preference in rehiring over other applicants. This is sometimes stated as a restriction on new hires as long as any laid-off workers have not been recalled. When such a provision is coupled with recall provisions, it provides the laid-off worker an area of job opportunity wider than his original seniority unit.

173. Preference in rehire over new employees extended to former employees who meet specified qualifications

In hiring employees, preference will be given to former employees who within the year preceding such hiring have been laid off for lack of work and separated from the payroll and who have registered for reemployment, provided they are qualified for the particular work involved. The company shall be the sole judge of such an employee's qualifications.

174. Preference in reemployment extended, wherever practicable, to employees who meet specified qualifications

The employer agrees, wherever practicable, to give preference within 1 year of time of termination, in offering reemployment to former employees, provided that they have not been terminated for cause, that their prior service has been satisfactory, and that they are able to do the job.

175. Employees entitled to recall shall fill vacancies and new positions, except where specialized skill or experience is needed

The union and the corporation both recognize that the yard must obtain new work and to that end it is agreed that if any new work obtained by the yard requires specialized experience or specialized technical skill not possessed by employees presently working, or by any employees entitled to reemployment under this agreement, then the corporation shall have the right without being limited by other provisions of this agreement, to hire employees possessing the necessary specialized training, specialized experience and specialized technical skill which the management considers necessary for the successful initiation and prosecution of such new specialized work . . .

Except as provided [above] . . . the corporation will not fill any vacancy or new position with other persons so long as there are employees who are entitled to reemployment . . .

176. Multiplant company agreement: Employees laid off given preference in employment over applicants at other company plants

Employees laid off in any plant through reduction of force, desiring employment in other plants of the company, may make application at such other plants in the regular manner and will receive preference for any vacancy they may be qualified to fill before new employees are hired.

This does not compel the management of other plants to absorb their laid-off employees. The obligation of the company to call back laid-off employees is confined to the plant in which they were employed.

177. Employer prohibited from hiring while employees on seniority list are laid off

. . . All employees on the seniority list who are laid off shall be notified to return to work through the local union before new men are employed. . . .

CHAPTER 4. - WORK-SHARING

Work-sharing plans have the effect of deferring or avoiding layoffs during slack periods.² When work-sharing, i.e., equal division of available work, is the practice, a determination must be made as to who will share the work and the area within which the work-sharing will take place. The simplest form of work-sharing permits the participation of all employees in the plant. However, certain types of workers, such as temporary or probationary employees or those with less than a specified period of service, may be laid off before work-sharing plans are put into effect, in order to increase the work opportunities for regular employees. Also, if skills are not readily interchangeable, work may be shared on an occupational basis rather than apportioned equally among all workers in the unit. In some cases, work hours may be distributed equally on a rotating basis, with employees working alternate periods during the slack season.

178. Work shared among employees doing similiar work

At all times work shall be distributed to members of the union as equally as possible. During the slow season whatever work there is shall be equally distributed among the workers in each branch of work in the shop so as to enable each one to work an equal number of hours.

179. Work shared by crafts

Work shall be at all times distributed as equally as possible by crafts.

180. Work shared on a departmental basis

During slack periods the work in every department of the shop shall be divided as equally as possible among all workers of that department.

181. Work shared by crafts or departments

The principle of equal division of work is recognized, and during the slack period, work shall be divided as far as practicable, without impeding production, among all the employees by crafts or departments. In the event that equal division of work becomes unfeasible, then the seniority principle shall be used as a guide in making layoffs, by crafts or department. If the employer suspends work in whole or in part during the slow season, it shall upon resuming work give employment to the employees it has laid off before engaging any new help.

182. Work shared by craft, jointly supervised

At all times the available work in the shop shall be divided equally among all the workers in the shop in accordance with the respective crafts. Division of work shall be supervised by the shop chairman, committees of the workers, and employer.

183. Work shared by all the workers of the shop

There shall be equal and equitable distribution of work among all the workers of the shop at all times. There shall be no reduction in the regular working force at any time whatsoever, and all available work shall at all times be divided among the employees as above stated.

² Agreements considered in this chapter contained work-sharing provisions which were explicit as to the equal division of available work and which made no reference to layoff or recall. In work-sharing agreements which had incidental references to layoff or preference in rehire after layoff, such references were ignored where the intent of the agreement appeared to be to provide for work-sharing in lieu of layoff, at least as long as work-sharing proved feasible. A reduction in average working hours, prior to or during a layoff, has been considered as an integral part of the layoff process (see p. 8), and agreements with such provisions were regarded as having layoff provisions rather than work-sharing arrangements.

184. Temporary or probationary employees excluded from work-sharing

When there is not sufficient work for all regular employees, temporary or probationary employees with less than 90 days' seniority shall first be laid off and then said remaining work shall be as nearly equally divided as possible among remaining regular workers, regardless of seniority, in order to avoid discrimination between workers.

185. Work shared by regular employees only

The employer agrees that when he employs more than one person in any one department he shall divide the work equally amongst regular employees working in said department during slack period, providing, however, that all such persons are efficient thereat and all permit workers have been laid off.

186. Work shared by employees with 6 or more months' service

It is further agreed that whensoever there is a recession in business, that wherever feasible, the work shall be divided between employees who have been employed by the employer for a period of 6 months or more, with the object of avoiding excessive layoffs.

187. Work shared by workers with 2 consecutive seasons' employment

The available work shall as far as practicable be divided equally among those workers in the shop who have worked for the member for 2 consecutive seasons.

188. Equal division of work among regular employees and subcontractors

During any slack season or whenever there is insufficient work, the available work shall be divided, insofar as is practicable, equally among all regular employees of the employer and among his registered contractors. This paragraph shall not apply to office and clerical employees and label sewers.

189. Equal division of work; workers may be alternated

At such times as the employer shall be unable to supply his workers with full-time work, the available work in the shop shall be divided as equally as possible among all the workers who are competent to do the work. Workers may be divided into shifts and alternated.

CHAPTER 5. - COMPENSATION TO LAID-OFF EMPLOYEES

Providing compensation to laid-off workers helps to alleviate the hardship resulting from loss of employment and income. It also serves to maintain the morale of employees remaining on the payroll. One device, long in use, is to provide a severance allowance to workers who are laid off. Another, which came into prominence in 1955 negotiations, is to provide supplementary unemployment compensation to all laid-off employees who meet the stipulated service and seniority qualifications.

Severance Allowances

Severance or dismissal payments are usually provided only when a layoff is required owing to technological change or a change in methods, or when an employee is laid off indefinitely, or his services terminated because of plant shutdown, suspension, or merger. Under some agreements, however, workers who are laid off for any reason are entitled to a severance allowance. Such compensation is generally paid in a lump sum at the time of layoff. It may be calculated on the basis of an employee's full-time weekly wage and his length of service with the employer. Upon payment of a severance allowance, all aspects of the employment relationship are usually terminated; if the employee is subsequently rehired, he is considered a new employee with no accumulated seniority.

Severance allowance in case of layoff

190A. A termination allowance based on an employee's basic weekly wage rate will be paid as follows in case of layoff of a regular, temporary, or term employee:

- (1) One week's pay for each completed year of service, or major fraction thereof, including the 5th year of service.
- (2) One week's pay for each completed half year of service after the 5th year of completed service to and including the 12th year of completed service.
- (3) One week's pay for each completed one-fourth year of service after the 12th year of completed service.

In addition to the termination allowance as determined under the [above] provisions . . . the employee will receive a payment in lieu of any vacation to which she may be entitled at the time of layoff.

If an employee is rehired by the company before the end of the period for which she has received a termination allowance, the excess amount paid her shall be considered as an advance to her by the company and shall be repaid by her at the rate of 10 percent of her gross weekly earnings starting with the first week of reemployment.

When an employee once receives a termination allowance and is later reemployed by the company, the termination allowance payable to her in respect of subsequent layoffs shall be based upon her length of service since the date of her last reemployment, plus any amount of the prior termination allowance not retained by the employee.

* * *

190B. Any regular employee whose employment is terminated and who thereupon loses all of the benefits accruing to employees of the employer, as a result of a layoff because of a reduction or decrease in staff . . . shall be paid the applicable severance allowance, as follows:

- (1) If such regular employee had been continuously employed by the employer for a period of not less than 1 year nor more than 3 years, such regular employee shall receive 1 week's pay.
- (2) If such regular employee had been continuously employed by the employer for a period in excess of 3 years but not more than 5 years, such regular employee shall receive 2 weeks' pay.
- (3) If such regular employee had been continuously employed by the employer for a period in excess of 5 years, such regular employee shall receive 2 weeks' pay plus 1 additional week's pay for each year of continuous service in excess of 5 years.

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

191. Severance allowance paid when layoff is caused by technological change

When an employee is permanently displaced by the elimination of a job because of a technological change in equipment, method, or process the company will endeavor to provide a transfer to another job. Or, the employee may, at his option, elect to immediately receive technological displacement compensation.

Acceptance of a transfer by the employee will automatically cancel, in this case, the company's obligation to pay technological displacement compensation.

If, at the expiration of 6 months after the employee is displaced, another job has not been accepted, payment of technological displacement compensation will then be required of the company. Upon receipt of technological displacement compensation, the employee's seniority and continuous service record will be terminated.

All employees in the seniority area affected will have the opportunity of electing to receive technological displacement compensation in the order of their seniority, to the extent of the number of displacements.

Technological displacement compensation will be made in a lump sum payment equal to the number of years of the employee's continuous employment with the company multiplied by an amount equal to the rate of the maximum weekly benefit currently prescribed by the [State] Unemployment Compensation Law.

192. Severance allowance paid when a plant is completely and permanently shut down

If during the term of this agreement the company shall decide to close completely and permanently any of the plants covered by this agreement, employees whose jobs are discontinued and who do not retire under the pension plan or who are not transferred to another plant of the company will be paid severance allowance on the basis of the following schedule:

<u>Years of accredited service</u>	<u>Weeks of severance allowance</u>	<u>Years of accredited service</u>	<u>Weeks of severance allowance</u>
Less than 1 _____	0	11 _____	8
1 _____	2	12 _____	9
2 _____	2	13 _____	10
3 _____	2	14 _____	11
4 _____	2	15 _____	12
5 _____	2 ^{1/2}	16 _____	13
6 _____	3	17 _____	14
7 _____	4	18 _____	16
8 _____	5	19 _____	18
9 _____	6	20 and over _____	20
10 _____	7		

The amount of severance allowance payable per week will be computed as 40 hours per week multiplied by the rate of pay per hour; the rate of pay per hour for severance allowance will be calculated in the same way as vacation pay as specified in . . . this agreement.

Employees who are to be terminated because of the permanent closing of a plant, and who otherwise are eligible for severance pay, will be given preferential employment rights (provided there are available jobs) at another plant of the company provided the employee indicates at least a week in advance of the closing of his plant the plant or plants in which he desires to obtain employment. An employee who is offered employment at one of the company plants he has selected and then declines for any reason will be removed from the preferential employment list.

Preferential employment rights will terminate 90 calendar days after the plant closing. Eligible employees who do not obtain employment at another of the company's plants will be paid their severance allowance at the end of the 90-day period.

An employee who accepts employment at another of the company's plants as a result of the permanent closing of the plant where he is employed will not be eligible for any severance allowance.

An employee who, under the circumstances specified in sections . . . above, is transferred by the company to another plant covered by this agreement will carry accredited service . . . from the closed plant to the plant to which he is transferred.

Severance allowance for those eligible employees who do not exercise their preferential employment rights as provided for [above] shall be paid in a lump sum at the time of his termination. Acceptance of severance allowance pay by the employee will terminate his status as an employee.

193. Severance allowance paid qualified employees laid off due to permanent closing of a department or substantial portion thereof

If the company shall close permanently or discontinue permanently a department or a substantial portion thereof, each employee whose employment shall be terminated by the company as a result thereof and who at the time shall have a length of continuous service with the company of 3 years or more shall be entitled to a severance allowance all in accordance with the provisions hereinafter in this section set forth.

For the purpose of this section, the length of continuous service of an employee with the company shall be computed in accordance with the [seniority] provisions . . . of this agreement, except that, if an employee shall be laid off for a period of over 6 months, the part of such period over 6 months shall not be included as part of his length of continuous service with the company.

The amount of severance allowance which an employee shall receive in accordance with the provisions of this section shall be 4 weeks' pay in the case of employees having a length of continuous service of 3 years or more but less than 5 years, 6 weeks' pay in the case of employees having a length of continuous service of 5 years or more but less than 7 years, 7 weeks' pay in the case of employees having a length of continuous service of 7 years or more but less than 10 years and 8 weeks' pay in the case of employees having a length of continuous service of 10 years or more. Each week of severance allowance shall be determined in accordance with the provisions for the calculation of vacation pay set forth in . . . of this agreement. The payment of a severance allowance to an employee shall be made in a lump sum when his employment shall be terminated.

If an employee who shall lose his job as a result of the permanent closing or the permanent discontinuance of a department or a substantial portion thereof shall be offered employment by the company consistent with the provisions [on seniority], in a job for which he is qualified, in the same or a higher job class, he shall not be entitled to a severance allowance pursuant to the provisions of this section. If he shall be offered employment by the company in any other job, he shall have the option of either accepting such other employment or of receiving the severance allowance herein provided. The length of continuous service of an employee who shall be paid a severance allowance pursuant to the provisions of this section shall be deemed to be broken as of the date of such payment.

An employee shall not be entitled to a severance allowance pursuant to the provisions of this section, if he shall receive an amount equivalent to such allowance by reason of any other agreement, law or otherwise. If an employee shall be entitled to any discharge, liquidation, severance or dismissal allowance or payment of similar kind (not including statutory unemployment compensation payments) by reason of any law of the United States or of any of the States, districts, or territories subject to its jurisdiction, the total amount of any such payment shall be deducted from the severance allowance to which the employee shall be entitled under this section.

194. Parties agree, in principle, on severance allowance to be paid by successor company

It is agreed in principle that in the event of merger, consolidation, or sale in whole or in part of the employer's business, the successor or purchaser shall be responsible for any severance pay owing to displaced employees pursuant to agreement between the union and the employer or to an arbitration award. The parties shall further negotiate the language of such provision and if they cannot agree the matter shall be submitted to arbitration.

Supplementary Unemployment Compensation

A recent collective bargaining development, also designed to cushion the effect of slack work, provides for the payment of employer-financed supplementary unemployment benefits in conjunction with State programs. The first such plan was negotiated in mid-1955 by the Ford Motor Co. and the International Union, United Automobile, Aircraft and Agricultural Implement Workers of America. By the end of 1955, several modifications were introduced in other plans by the UAW and other unions. These supplementary unemployment compensation plans are exceptionally detailed and complex; the length of these agreements preclude reproduction in this study. However, to round out the picture of layoff procedures, a brief summary of the Ford plan follows.³

The Ford plan provides that laid-off workers eligible for State unemployment compensation will receive cash benefits ranging from \$2 to \$25 a week for a maximum of 26 weeks at one time. These benefits, when combined with State unemployment compensation, will pay a maximum of 65 percent of an employee's straight-time pay (after taxes) for a 40-hour workweek for the first 4 consecutive weeks and thereafter will provide a maximum of 60 percent of his pay for up to 22 more weeks. The first benefits payable in a benefit year will begin after a waiting period of 1 week.

Employees become eligible for benefits by acquiring "credit units" for each workweek of at least 32 hours. During the first 2 years of the agreement, workers with less than 10 years' service with the company will acquire a fourth of a credit unit for each week worked, while those with longer service will acquire half a unit for each week of work. Beginning with the third year of the agreement all workers will receive half of a credit unit for each week. No employee can accumulate more than 26 credits.

In the event of layoffs, employees will use their earned credit units to receive benefit payments from the trust fund. The number of credits required to obtain a week's benefit, and consequently the duration of benefits, will be contingent upon the financial status of the fund from which benefits are paid, the amount of earned "credits," and the worker's seniority with the company.

Benefits will not be paid until rulings have been obtained from authorities of States in which two-thirds of the Ford workers are employed that simultaneous payments under the plan will not reduce or eliminate State unemployment benefits. Other provisions stipulate that the plan will not become effective until the company has received favorable rulings which (1) recognize company contributions to the fund as deductible expenses for Federal income tax purposes; and (2) permit exclusion of contributions in the computation of wages for purposes of overtime pay under the Fair Labor Standards Act.

³ See The 1955 Ford and General Motors Union Contracts, Monthly Labor Review, August 1955, for a fuller description of the Ford supplemental unemployment benefit plan.

Appendix: Glossary of Terms

Some of the more important terms used in labor-management agreements and in classifying and identifying the illustrative clauses in this bulletin are described below. Generally, these definitions follow current usage. In some instances, however, the terms have a special connotation arising from concepts developed in the Bureau's study of layoff, recall, and work-sharing provisions in collective bargaining agreements.

Bumping

The exercise of seniority rights by an employee to displace a shorter-service employee at the time of layoff, or the process by which an employee whose job is discontinued may take over the job of another employee with less seniority than his own. The displaced worker may, in turn, take over the job of another employee with still less seniority or, in the absence of such an employee, may be laid off.

Contracting-Out or Subcontracting

Contracting of work generally performed by workers in the bargaining unit covered by the agreement to another firm or plant.

Dismissal Pay

The payment by the employer of a sum of money to an employee laid off through no fault of his own. Sometimes known as dismissal wage or allowance, separation pay, layoff pay, termination pay or allowance, or furlough pay.

Eligibility for Recall

The right to be recalled when work again becomes available provided the laid off employee still has seniority with the firm at the time of recall. This may be stated in either positive or negative terms, e.g., employees shall retain their seniority following layoff provided the layoff does not exceed a specified period of time or seniority will be lost if employees are laid off more than a specified period of time.

Layoff

A temporary or indefinite separation from employment, without prejudice, as a result of slack work or because of other reasons.

Priority

This term is sometimes used synonymously with seniority. It refers to the equity used by an employee in claiming rights to a job or in bumping (or bidding) as outlined by the collective bargaining agreement.

Probationary Employee

A newly hired employee who is undergoing a trial period, and who usually has no seniority rights or job protection under the contract.

Probationary Period

The length of time, immediately subsequent to hiring, during which an employee is on trial with the employer. During this period, the employee does not have permanent status or seniority.

Recall

The rehire, reemployment, or return to work following a layoff.

Reduction of Forces

The curtailment of personnel by layoff.

Regular Employee

An employee who has attained seniority with the employer after completing his probationary period.

Senior Employee

An employee with longer service in relation to other employees.

Seniority

A term used to designate an employee's status in a plant acquired through length of recognized service. Seniority also refers to employment rights which an employee gains over other employees by virtue of his length of service.

Straight Seniority.—Seniority acquired solely through length of service.

Qualified Seniority.—A type of seniority wherein other factors such as ability are considered in conjunction with length of service.

Cumulative Seniority.—Seniority acquired through total length of recognized service during one or more periods of employment in the seniority unit.

Seniority Lists

The compilation of names according to status acquired through recognized length of service in a plant or other unit of employment.

Seniority Unit

The geographic, occupational, or functional section or unit within which the employee exercises his seniority rights. The seniority unit may be arranged according to:

Companywide Seniority.—Length of service computed from the date of hiring into the company. All employees, regardless of plant location, ranked on the same seniority list.

Plant Seniority.—The length of time an employee has worked in the plant. All employees of the plant ranked on the same seniority list.

Department Seniority.—The length of time an employee has worked in a particular department.

Job Seniority.—The length of time an employee has worked on a particular job or in a particular job classification.

Occupational Seniority.—The status acquired by an employee on the basis of recognized service in an occupation. Occupational seniority may be synonymous with job seniority.

Superseniority

The granting of "top seniority" to individual employees or groups of employees. A preference over other employees not based upon length of service.

Temporary Employee

An employee hired for a limited period of time or for a specific project who has no seniority rights or other privileges incident to permanent status.

Work-Sharing

An arrangement employed in lieu of lay-off whereby the available work during slack periods is spread as evenly or equitably as possible by reducing each worker's daily or weekly hours.

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