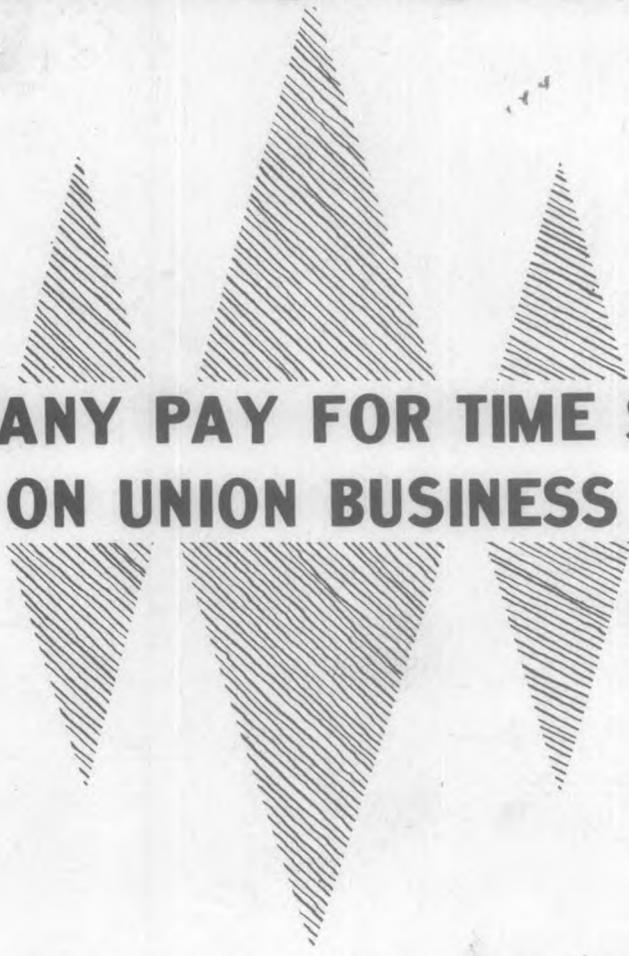


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Collective Bargaining Clauses:



COMPANY PAY FOR TIME SPENT ON UNION BUSINESS

Bulletin No. 1266

UNITED STATES DEPARTMENT OF LABOR
James P. Mitchell, Secretary

BUREAU OF LABOR STATISTICS
Ewan Clague, Commissioner



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Preface

Workers designated or elected to serve as shop stewards or committeemen, or who fulfill similar union functions, are frequently called away from their regular jobs to carry out such responsibilities. This study deals with provisions in collective bargaining agreements designed to protect these union representatives, when so engaged, from loss of wage income, or to limit the amount of compensable time available for these activities.

Virtually all collective bargaining agreements in the United States covering 1,000 or more workers, exclusive of railroad and airline agreements, were analyzed. The 1,631 major agreements in this category covered approximately 7.5 million workers, or almost half of the estimated total agreement coverage in the United States, outside of the railroad and airline industries. The provisions of these agreements do not necessarily reflect policy in smaller collective bargaining situations. The agreements studied were part of the file of current agreements maintained by the Bureau of Labor Statistics for public and governmental use in accordance with section 211 of the Labor Management Relations Act of 1947.

Minor editorial changes were made in some of the clauses presented in this report to enhance clarity; irrelevant parts were omitted where feasible. The clauses are numbered and the agreements from which they have been taken are identified in an index (p. 42). Sections of a few agreements which cover company pay for union business in substantial detail are reproduced in their entirety in the appendix.

This report was prepared in the Bureau's Division of Wages and Industrial Relations by John N. Gentry, under the supervision of Harry P. Cohany.

Contents

	Page
Summary -----	1
Pay for grievance participation -----	2
Grievance pay hours -----	4
Grievance activities defined -----	4
Rates of pay for time spent on grievance activities -----	7
Grievance pay limitations -----	9
Arbitration pay -----	18
Negotiation pay -----	20
Safety committee pay -----	22
Pay for other activities -----	24

Tables:

1. Pay for time spent on grievances in major collective bargaining agreements, by industry -----	3
2. Types of grievance activity paid for in selected collective bargaining agreements -----	5
3. Personnel and time limitations in grievance pay provisions in selected collective bargaining agreements -----	10
4. Types of time limitation in grievance pay provisions in selected collective bargaining agreements -----	11
5. Pay for time spent on grievance arbitration, agreement negotiations, and safety committee activities in major collective bargaining agreements -----	19

Appendix:

Sample clauses -----	29
Index of clauses -----	42

Collective Bargaining Clauses:

Company Pay for Time Spent on Union Business

Summary

Collective bargaining agreements frequently contain provisions dealing with absences from the job of employee representatives while engaged in activities on behalf of the union. In many instances, the agreements merely provide that such employees will be granted excused absences to attend to union business; others designate the type of activity for which absences will be recognized.

Whether a company will allow time off with pay to employees fulfilling the functions of union representatives, shop stewards, shop chairmen, committeemen, or other designations—depends largely upon the nature of the activity. As outlined in agreements, union business falls into two general categories: Matters which are primarily of concern to the union, such as attendance at union meetings, conferences, and conventions for which company pay is usually not provided and matters of more direct concern to the company such as, the implementation and administration of the collective bargaining agreement. Activities in the latter category include grievance and arbitration work, contract negotiation, and participation in joint labor-management committees dealing with plant safety, apprenticeship, incentive plans, seniority, etc. Provisions for company pay are found most frequently in connection with this second type of union activity.

The Bureau of Labor Statistics examined 1,631 major agreements (each covering 1,000 or more workers) for clauses providing company pay to employees engaged in various union activities. These agreements covered approximately 7.5 million workers (4.7 million in manufacturing industries and 2.8 in non-manufacturing), or almost one-half of the estimated number of workers covered by all collective bargaining agreements in the United States, exclusive of railroad and airline workers. Seventy-five percent of the agreements expired after January 1, 1959; the remainder expired during the last half of 1958.

Slightly more than two-fifths of the agreements studied (678), made provision for full or partial pay for time spent by some or all employees representing others in grievance cases. Another 112 agreements stipulated that the company would not pay for time spent on such matters; the remainder made no mention of grievance pay. Among the industries in which grievance pay provisions were most prevalent were ordnance, petroleum and coal products, chemicals, instruments and related products, transportation equipment, communications, and machinery.

Pay provisions for other types of union activities were much less prevalent. Clauses providing for some form of arbitration pay appeared in only 16 agreements, or about 1 percent of the total agreements studied. Pay for time spent in arbitration proceedings was expressly disallowed in 28 agreements. Negotiation pay was provided in 49 agreements, but 34 others prohibited such pay. Pay provisions for participation on safety committees were found in 66 agreements. In addition, 72 provisions called for company pay for various other types of committee activities.

It is important to note that this study relates only to pay provisions established under terms of collective bargaining agreements and does not take into account informal arrangements where the employee or union representative is permitted to leave his work for union business without a reduction in pay. The practice of granting time off without loss of pay while engaged in union activities—at least those activities which are of concern to both company and union—is undoubtedly more widespread than a study of formal contract provisions would indicate. In many instances, it is likely that a contract provision was negotiated to define or limit an existing informal practice, rather than to establish a new practice.

Pay for Grievance Participation

Participation in grievance procedures was the most prevalent type of union activity for which company pay was provided. Of the 1,631 agreements analyzed in this study, 678, or approximately 40 percent of the total (covering a like percentage of workers), contained provisions for full or partial pay for time devoted to grievance work by all or a limited number of employees (table 1). Grievance pay is generally extended on the theory that the expeditious settlement of grievances will work to the mutual advantage of both the company and the union. Agreements with grievance pay provisions sometimes preface the grievance clause with a statement outlining the philosophy of the parties in this regard, as the following clause from one of the contracts studied illustrates:

It is mutually agreed that the prompt adjustment of grievances is desirable in the interest of sound relations between employees and the company. Subject to the provisions of . . . [this agreement], a steward will be permitted to leave his work during his regular working hours without loss of pay as hereinafter provided . . . for the purpose of handling grievances in accordance with the grievance procedure provided in . . . this agreement, with the understanding that (1) the time will be devoted to the prompt handling of legitimate grievances and the privilege will not be abused, and (2) said steward will continue to work at his job at all times, except when permitted to leave his work as hereinafter provided. (1)

A definite statement that the company would not provide grievance pay was included in 112 agreements. Provisions of this type usually noted that union representatives would be afforded time off to handle grievances, but that such time off would be without pay. A considerable number (45) of these provisions were found in agreements in primary metals industries, which frequently provided as follows:

. . . Members of the grievance committee shall be afforded the necessary time off without pay as may be required to attend regularly scheduled and emergency grievance meetings. (2)

* * *

Whenever operations will not be adversely affected a member of any such grievance committee shall be allowed such time off without pay as may be necessary:

- (a) To attend regularly scheduled meetings of said committee;
- (b) To attend meetings pertaining to suspension or discharge or other matters which cannot reasonably be delayed until the time of the next regular meetings; and

Table 1. Pay for time spent on grievances in major collective bargaining agreements, by industry, 1959

Industry	(Workers in thousands)							
	Number studied		Full or partial pay for grievance time to all or some union representatives		Company will not pay for grievance time		No explicit pay provision for grievance time	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries	1,631	7,472.1	678	3,158.1	112	933.8	841	3,380.2
Manufacturing	1,054	4,659.7	544	2,424.7	84	679.9	426	1,555.2
Ordnance and accessories	13	31.1	12	29.7	-	-	1	1.4
Food and kindred products	114	381.3	29	91.5	5	38.0	80	251.8
Tobacco manufactures	12	32.0	3	4.8	-	-	9	27.2
Textile mill products	38	97.2	18	40.9	-	-	20	56.3
Apparel and other finished textile products	45	472.7	-	-	-	-	45	472.7
Lumber and wood products, except furniture	11	36.8	-	-	-	-	11	36.8
Furniture and fixtures	18	32.6	8	13.1	1	3.0	9	16.6
Paper and allied products	43	101.2	12	22.4	-	-	31	78.8
Printing, publishing, and allied industries	36	72.9	1	7.5	-	-	35	65.4
Chemicals and allied products	46	97.8	38	84.3	2	4.8	6	8.8
Petroleum refining and related industries	17	60.3	15	50.3	-	-	2	10.0
Rubber and miscellaneous plastics products	25	132.2	15	84.6	2	34.4	8	13.3
Leather and leather products	21	73.3	6	25.7	1	3.8	14	43.9
Stone, clay, and glass products	32	95.9	12	39.8	1	1.5	19	54.6
Primary metal industries	124	729.8	52	167.6	45	504.7	27	57.6
Fabricated metal products	57	163.8	36	111.1	7	16.5	14	36.2
Machinery, except electrical	125	354.9	88	277.0	11	29.3	26	48.6
Electrical machinery, equipment, and supplies	108	474.2	73	378.6	2	14.2	33	81.4
Transportation equipment	129	1,134.8	99	935.7	6	28.8	24	170.3
Instruments and related products	25	58.2	20	50.3	-	-	5	7.9
Miscellaneous manufacturing industries	15	27.0	7	10.1	1	1.0	7	15.9
Nonmanufacturing	577	2,812.4	134	733.5	28	253.9	415	1,825.0
Mining, crude petroleum, and natural gas production	16	261.3	5	11.9	4	12.1	7	237.3
Transportation ¹	109	591.5	13	47.7	14	205.1	82	338.7
Communications	74	572.0	54	404.4	3	13.6	17	154.1
Utilities: Electric and gas	75	194.9	43	127.5	2	3.3	30	64.2
Wholesale trade	12	23.2	1	1.0	-	-	11	22.2
Retail trade	65	172.6	3	5.9	4	18.6	58	148.1
Hotels and restaurants	33	165.7	-	-	-	-	33	165.7
Services	48	172.0	6	9.0	1	1.4	41	161.7
Construction	138	646.9	8	125.0	-	-	130	521.9
Miscellaneous nonmanufacturing industries	7	12.4	1	1.2	-	-	6	11.2

¹ Excludes railroads and airlines.

NOTE: Because of rounding, sums of individual items may not equal totals.

- (c) To visit, at reasonable times, departments for which he is the accredited union representative, for the purpose of transacting the legitimate business of the grievance committee; and
- (d) To visit departments other than those for which he is the accredited union representative at reasonable times. (3)

In order to explore more fully the nature and extent of various aspects of grievance pay procedures, a sample of almost one-fourth (174) of the 678 agreements with such provisions was examined in detail. The examination focused on such matters as the time within which grievance pay was provided, types of

grievance activities for which pay was granted, employees entitled to such pay, rate of compensation received, and limitations, if any, on total allowable time and number of employees compensated. In the presentation of grievance provisions that follows, all statistical data refer to the analysis of those 174 agreements.

Grievance Pay Hours.—Although many of the 174 collective bargaining agreements contained provisions for compensation for time spent in handling grievances, such time was usually confined to the employee's working hours. In 170 of the grievance pay provisions studied in detail, the clauses either expressly stated that the time would be so limited, or contained phrases indicating that "time off" would be allowed for handling grievances, or that certain specified employees would be relieved from their regular jobs "without loss of pay" to attend to grievance matters. For example:

Delegates shall be entitled to a reasonable amount of time off from their regular jobs without loss of pay for the conduct of the work of adjusting grievances and collective bargaining. (4)

* * *

A steward, while handling grievances or meeting with company representatives, will be paid only for those hours he would otherwise have been working in the plant. (5)

Tacit limitations of this type, restricting paid grievance time to the employee's regular working hours, were much more common than express prohibitions of such payments for time outside working hours. However, a few agreements provided for pay outside of, as well as during, working hours. Clauses of this type outlined special circumstances in which such payment would be allowed, as in the following examples:

Employee members of the workmen's committee . . . shall receive pay at their regular rates for scheduled working hours lost during conferences with company representatives. . . . If the company calls a special meeting of the workmen's committee, employees called in shall be compensated at their regular straight-time rates for the time spent in such meeting outside their regular schedule. . . . (6)

* * *

. . . meetings between the plant bargaining [grievance] committee and the plant management will be held at a mutually appointed time which will not require the employee to remain overtime. If the company requests that a meeting continue beyond the committeeman's 8-hour day, they will be paid at the rate provided in this contract. (7)

Grievance Activities Defined.—Some agreements allowed pay only for specified steps in the grievance procedure or for attending meetings called by the company; others permitted pay for all types of grievance work. Of the 174 clauses specially analyzed, 90 indicated that all, or virtually all, activities in connection with the handling of grievances would be compensated (subject to possible time or personnel limitations contained in the agreement). Of these, 63 provisions indicated, either expressly or implicitly, that compensation would be provided for any type of grievance activity (table 2). The following are representative provisions of this type:

Table 2. Types of grievance activity paid for in selected collective bargaining agreements, 1959

(Workers in thousands)

Grievance activity	Agreements	Workers
All grievance pay provisions studied -----	174	1, 132.0
Pay for time spent in--		
Any type of grievance activity -----	63	339.9
All formal steps of grievance procedure -----	27	419.6
Certain steps of grievance procedure -----	67	318.5
Regularly scheduled grievance meetings -----	6	13.0
Grievance meetings and/or investigations called by company -----	11	41.0

NOTE: Because of rounding, sums of individual items may not equal totals.

Group stewards, chief stewards, plant committeemen and executive bargaining committeemen, within their jurisdiction, will be compensated for the time spent away from their job for the purpose of handling grievances. . . . (8)

* * *

A representative may devote time (without loss of pay) during his normal working hours to do such association work as may be necessary or proper . . . Association work includes, among other things, the right:

(a) To consult with an employee regarding the presentation of a grievance or dispute after the employee has requested his supervisor or designated representative to call the association representative.

(b) To present to a supervisor a grievance or dispute which he has been requested by an employee or group of employees to present for adjustment.

(c) To investigate any such grievance or dispute so that such grievance or dispute can be properly discussed with the supervisor or his designated representative.

(d) To attend meetings with supervisors or other company representatives when such meetings are necessary to adjust grievances or disputes. (9)

In addition, 27 agreements specified pay for time spent at all formal steps of the grievance procedure. It may be the intent of these clauses not to reimburse union representatives for time spent discussing a grievance with the employee involved, since such an investigation is often a step outside the scope of the formal grievance procedure. However, the dividing line between these clauses and the ones cited above was not always clear.

Stewards and grievance committee members will be allowed a reasonable amount of time during working hours to investigate and present grievances to company representatives under steps 1, 2, 3, and 4 of the grievance procedure herein, provided they obtain permission from their foreman or supervisor to leave their particular assignment. (10)

* * *

Where steps 1, 2, and 3 of the grievance procedure take place during working hours, the [company] will pay for time actually lost by the union representative and the employee involved. The [company] shall not be bound to pay for time lost in attending step 4 of the grievance procedure [arbitration]. (11)

Of the remaining 84 clauses, 67 provided paid grievance time only for certain phases of grievance activity. Such provisions, as the following examples illustrate, often granted pay for participation in one or more, but not all, steps of the grievance procedure:

Stewards or plant committeemen shall be paid for time lost in attending third step grievance meetings. . . . (12)

* * *

Time spent on 1st step grievances with their foremen during regular working hours by authorized department stewards or committeemen shall be paid for by the company. (13)

* * *

. . . a steward will be permitted to leave his work during his regular working hours without loss of pay . . . for the purpose of handling grievances in accordance with the grievance procedure . . . of this agreement. [Note: Activities of stewards are mentioned in only two steps of a five step grievance procedure.] (14)

Six provisions granted pay only for attendance at regularly scheduled grievance meetings.

The union committee shall meet with the management committee at least once each month unless mutually agreed not to meet.

[Company] agrees that during the meetings held with management, members of the union required to attend shall be paid . . . for all time lost from their regularly assigned work schedule. (15)

* * *

There shall be regularly scheduled weekly meetings of the shop committee and management, starting at 1:00 p. m. each Thursday. . . . The shop committee shall be compensated . . . for time spent in attending a regularly scheduled meeting with the management. (16)

More rigid limitations were imposed by 11 agreements which provided paid grievance time for only those meetings or investigations called by the company. For example:

. . . The company will not pay union committeemen or stewards for any time spent in the performance of any of their respective functions in such capacities except in cases where the company has requested them to attend meetings during working hours or otherwise assist it under the agreement. (17)

* * *

. . . The company will not compensate shop stewards or other employees for time devoted to grievances. . . . The company will pay for lost time of any shop steward or of members of the general union committee, when such persons are called to a conference by the company during working hours. (18)

* * *

It is further understood that, when possible, local union grievance committee meetings shall be held outside of working hours, but that when they are held during working hours the company shall not be required to pay for time lost in attending such meetings, unless such meetings are called by the company. (19)

Rates of Pay for Time Spent on Grievance Activities.—Although the terminology used to indicate the rate of compensation paid for grievance activities varied, the intention in virtually all cases appeared to be to pay the employee's regular or earned hourly rate. Since most of these agreements granted grievance time in the form of excused absences from the employee's regular work assignment, and did not indicate the rate of pay, payment at regular rates was inferred from those clauses granting time off "without loss of pay" or "suffering no loss of earnings." Clauses stating the method of payment used such terms as "straight hourly rate," "basic hourly rate," or "regular rate."

Pay at their basic hourly rates of pay will be allowed officially designated union representatives, or their alternatives . . . for the basic workdays of their basic workweek, while engaged in [designated] steps of the grievance procedure. (20)

* * *

Union representatives will be paid their regular rate of pay for such time as they spend during their working hours while conferring with the management. . . . (21)

In some agreements, clauses were more specific in defining the method of pay computation. This was particularly important in agreements covering incentive workers. Since most agreements covering incentive workers also included nonincentive workers, provisions governing the method of payment to both groups were often incorporated in the same grievance pay clause, as the following clauses indicate:

Committeemen, stewards, and aggrieved employees shall be paid on the basis of straight-time hourly earnings for dayworkers, and on the basis of average hourly earnings for pieceworkers. (22)

* * *

Hourly rated stewards and committeemen shall suffer no loss of time or pay for negotiations of grievances during their working hours.

If, during their working hours, stewards and committeemen who are working at incentive work at the time they are required to attend a regularly scheduled grievance meeting, they shall receive their base pay plus 20 percent additional for time so spent. (23)

* * *

The company will pay any employee(s) at one-half the difference between his average earnings (based on the previous week) and the piecework base, not in excess of 15 cents per hour for a pieceworker, or his base rate for a dayworker, for time spent during the operation of the grievance procedure with respect to the matter in which he is involved, and to pay any steward and not more than six employee members of the grievance committee at one-half the difference between their average earnings (based on the previous week) and the piecework base, not in excess of 15 cents per hour for a pieceworker, or his base rate for a dayworker, during the adjustment of the grievance. . . . (24)

* * *

Union officers, executive board members, and stewards involved in grievances shall be paid their average rate of pay based on the previous 12-week period for all time spent with management in the settlement of disputes or grievances. (25)

One agreement among the 174 studied in detail provided for payment to hourly workers at more than their regular rate; another provided for pay at less than the regular rate for some union representatives, and at the regular rate for others:

The employer will pay for the time of five members of . . . the grievance committee for a period of 3 hours at 25 cents per hour above their straight-time hourly rate once per week if such time is required. (26)

* * *

Grievances shall be taken up during working hours and employees who are union representatives shall be compensated by the employer at one-half their regular rates of pay for time lost in the taking up of grievances:

(1) The members of the shop committee shall be compensated by the employer at their regular rates of pay for time necessarily spent by them in the plant for meetings of the shop committee with representatives of the employer up to a limited number of hours. . . .

(2) [Designated] union officials . . . shall be compensated by the employer at their regular rates of pay for the time spent by them in the plant on employer-employee business [up to a limited number of hours]. . . .¹ (27)

Grievance Pay Limitations.—Several types of limitations were written into grievance pay provisions. Most common were clauses placing limits on the number of employees entitled to such pay. Other clauses also specified the maximum amount of time, or money, allowed for participation in grievance activities over a given period. In addition, a number specified plant rules with which an employee had to comply before receiving grievance pay. Often, more than one limitation was found in the same agreement.

Whether pay for grievance activities was extended to authorized union representatives only, or to the aggrieved employee as well, was usually covered by grievance pay clauses. Four out of every five agreements analyzed in detail limited grievance pay to union representatives only. The remainder granted grievance pay to the aggrieved employee as well.²

The corporation shall compensate union officers and members of the grievance committee and individual aggrieved employees . . . for all time actually spent with representatives of the corporation in grievance adjustment meetings pursuant to the agreement, when the officers, committeemen and employees so engaged, otherwise would be at work. (28)

Agreements providing pay to union representatives (either independently or together with the aggrieved employee) typically contained limitations on the number of representatives entitled to such pay. Ninety percent (156) of the 174 provisions studied limited pay for participation in grievance activities to (1) a fixed number of employees or (2) to certain designated union officers (table 3). Provisions of the first type specified the maximum number of employees entitled to participate in those activities covered by the grievance pay clause. For example:

The number of employees of the company (the aggrieved employee or employees and the employee representative or representatives designated by the union) who shall suffer no loss in pay for time consumed in, and necessarily consumed in traveling to and from, grievance meetings shall be not more than three at any level. (29)

* * *

All . . . local plant [grievance] conferences between any employee and his union representative or representatives and the local plant management, which must be held at the local plant during his or their regular working hours, shall be without loss of time to any such employees, provided that not more than two such employees from any one department shall thus leave their work at any one time. (30)

¹ This multiplant agreement provided for an overall shop committee for the final settlement of grievances. In addition, each plant had its own grievance committee. The above clause was interpreted as providing one-half of the regular rate of pay to members of the plant grievance committees (excepting certain officers) and full pay to members of the shop committee.

² Agreements which granted grievance pay to aggrieved employees and union representatives often limited the number of eligible union representatives.

Table 3. Personnel and time limitations in grievance pay provisions in selected collective bargaining agreements, 1959

(Workers in thousands)

Personnel and time limitations	During working hours		Outside working hours	
	Agree-ments	Workers	Agree-ments	Workers
All grievance pay provisions studied -----	174	1, 132.0	174	1, 132.0
All grievance time—no express limitation on number of participants -----	17	34.1	-	-
All grievance time—limited to fixed number of union representatives or certain designated union representatives -----	85	511.0	3	3.7
Limited grievance time—no express limitation on number of participants -----	1	2.5	-	-
Limited grievance time—limited to fixed number of union representatives or certain designated union representatives -----	71	584.4	1	3.0
Company will not pay for grievance time -----	-	-	15	31.7
No explicit pay provision for grievance time -----	-	-	155	1, 093.6

NOTE: Because of rounding, sums of individual items may not equal totals.

The second type of clause with personnel limitations extended pay only to certain representatives. In some cases, the steps of the grievance procedure in which each designated union representative could participate was stipulated, as in the following example:

Pay at their basic hourly rates of pay will be allowed officially designated union representatives . . . while engaged in the following steps of the grievance procedure:

Stewards ----- Steps 1, 2, 3, and 4
 Chief stewards ----- Steps 3, 4, 5, and 6
 Local union president ----- Steps 4, 5, and 6 (31)

A number of provisions also placed ceilings on the amount of working time allowed for participation in grievance activities. As table 3 indicates, such time limits were not as prevalent as personnel limits, appearing in 72 agreements, or about 40 percent of the number analyzed. All but one of the time limit clauses also contained limitations on personnel.

Thirty of the clauses with specific time limitations provided grievance pay only for a certain amount of time per week (table 4). Many provisions in this group, however, provided for alteration or extension of the limits under certain conditions.

The company will pay . . . for time spent during their regular shifts by members of the shop committee in the presentation, discussion, and adjustment of grievances, not to exceed 4 hours total to any member in any 1 week except during the weeks in which the Tuesday, Wednesday, or Thursday meetings provided for in section 2 of this article are held, in which weeks such limit will be increased to 5 hours, and the company will pay . . . for time spent during their regular shifts by stewards, in the presentation, discussion, and adjustment of grievances, not to exceed 4 hours to any steward in any 1 week. (32)

* * *

Table 4. Types of time limitation in grievance pay provisions
in selected collective bargaining agreements, 1959

(Workers in thousands)

Time limitation	Agreements	Workers
All grievance pay provisions studied ----	174	1, 132.0
Provisions with time limitations -----	72	586.9
Limited time provided—		
Per grievance -----	1	2.6
Per meeting -----	4	8.2
Per day -----	7	34.8
Per week -----	30	431.4
Per month -----	11	51.2
Per year ¹ -----	1	1.0
Time limited to a "reasonable" amount -----	18	57.8

¹ Agreement limited grievance time by providing a total aggregate amount of money to be paid per year.

NOTE: Because of rounding, sums of individual items may not equal totals.

Stewards authorized to process grievances as set forth above shall be paid while doing so up to the limit of 3 hours per week, and committeemen up to the limit of 5 hours per week, but under no circumstances will they be paid beyond their then regularly scheduled hours. Grievance time for a steward or committeeman may be extended with the approval of the superintendent and the personnel manager.

On such occasions that the management convenes the shop committee will be paid for the time consumed in such meetings in addition to the 5 hours per week. . . . (33)

Other time limitation provisions were as follows: 1 clause limited the amount of time spent on any one grievance; 4 limited time spent at grievance meetings; 7, the amount of time spent in any 1 day; and 11, the time in any 1 month. Also, one agreement provided that the amount of money spent in any 1 year should not exceed certain dollar limits, in effect limiting the paid grievance time during the year. Examples of the foregoing follow:

. . . Any union representative who is also a company employee will be paid for time spent in [grievance] investigation(s), up to 1 hour for any one grievance, where the time spent is during his regularly scheduled hours. . . . (34)

* * *

The shop committee members will be paid for time lost attending meetings in step 3 of the grievance procedure, not to exceed 2 hours per meeting at day rate. (35)

* * *

Union stewards and committeemen . . . will each be allowed to spend such time as may be necessary in handling grievances and complaints in accordance with provisions of the agreement up to but not exceeding 1 hour in any day without deduction of pay. . . . Any other time spent by a union representative or official shall be without pay from the company. (36)

* * *

Union committeemen . . . shall be paid . . . for time spent in grievance meetings with the plant manager and/or his representatives, and in meetings with foremen and other company representatives in connection with the adjustment of grievances, provided that . . . the total time paid all committeemen shall not be in excess of 225 hours in any month in the aggregate. (37)

* * *

The company will pay the aggrieved employee . . . for such reasonable time as may be lost by him during his regular working hours in presenting his grievance to his foremen at step 1 above but for no time lost by him thereafter in connection with such grievance. The company shall not be obligated to pay for any time lost by any grievance committeemen or other representatives of the union in connection with the discussion or handling of grievances except that any union representative handling a grievance at the request of the company at step 1 above during his regular working hours shall be paid his regular rate of pay for such reasonable time as is spent by him on such matter at step 1 and except that the company will pay for all time spent by grievance committeemen, if such time falls within the regular working hours of such committeemen, for attendance at step 3 and step 4 meetings up to an aggregate, and not in excess of, \$1,500 in any 1 year. (38)

Eighteen clauses in the time limitation group did not impose specific limits, but provided that grievance time should not exceed "reasonable" amounts.

The stewards and employee members of the council grievance committee shall be paid at their straight-time rates for time spent processing grievances during their regularly scheduled working hours. It is agreed that such time may be limited to a reasonable amount and that the council and company shall jointly investigate any case where it appears that an individual is taking an unreasonable amount of time. (39)

Agreements with time limitations frequently also established a ceiling on the number of employees and/or union representatives who were eligible for grievance pay. Some agreements provided limited time for some employees, and unlimited time for others, or limited all individuals or groups concerned but for different lengths of time.

The company will pay any employee(s) . . . for time spent during the operation of the grievance procedure with respect to the matter in which he is involved, and . . . any steward and not more than six employee members of the grievance committee . . . during the adjustment of the grievance. Provided that chief stewards shall be paid by the company for not more

than 50 percent of his or her scheduled working time administering the contract in any calendar month plus all time spent in step 3 and beyond of the grievance procedure during his or her scheduled working hours. Any time spent by union stewards which will occupy more than 25 percent of his or her scheduled working time in any calendar month will not be paid for by the company.

The union president shall be paid for his full time spent administering the union contract during his scheduled working hours. It is understood and agreed that time spent beyond the scheduled working hours at the request of the company shall nevertheless be compensated. The grievance committee shall consist of chief steward(s) involved in the case, the steward(s) involved in the case, and other employee representatives of the union provided that the grievance committee on any one grievance shall not exceed six in number who shall be paid by the company. (40)

* * *

If the shop committee is called together by the company during work hours, the company will pay the members of the committee for all time lost.

Should an unsettled grievance reaching step 4 exist, it is mutually agreed that the company and the union committee representative will hold grievance meetings during the first shift. These meetings shall be limited to two each month and are not to exceed 2 hours. Representatives of the committee, as outlined in step 4, will be reimbursed at straight-time loss of pay because of attending these meetings, up to a maximum of 2 hours per meeting. However, further meetings may be held, if necessary, for which no paid time will be allowed. It is agreed that should the shop committee abuse this privilege it may be withdrawn. (41)

* * *

The members of the union bargaining committee will be allowed up to 2 hours per day on a weekly accumulative basis, for the handling of union grievances. The union president's time shall be governed by the same restrictions as the union bargaining committee. Time spent by any member of the union bargaining committee attending either the regular or called meetings or when called in by management will not be charged against these time allowances. Stewards will be allowed 1 hour per day for the handling of grievances. Stewards allowed time will not be on an accumulative basis, but the foreman will be permitted to approve the steward's time up to the weekly number of hours allotted each steward on a reasonable assurance of the need. Pay shall be computed on the employee's day rate if he is a day rate worker, or at the employee's average regular earnings for the current week if he is a bonus worker. (42)

* * *

Chief stewards and senior stewards will be permitted to take only so much of 1 hour of the shift and shop stewards will be permitted to take only so much of one-half hour of the shift as is necessary at a time mutually agreed upon by the senior steward and the general foreman (normally the last hour of the shift for chief and senior stewards, and the last half hour of the shift for shop stewards) for . . . company-union business. . . . (43)

Other provisions varied the amount of allowable time according to the type of the grievance activity involved. Here again, limitations could be extended, in some cases, if the situation warranted.

The company agrees to permit union representatives to leave their work consistent with orderly operation of the department for a period of not to exceed 2 hours each day during working hours for the purpose of investigating complaints of employees and the handling of grievances. . . .

The foregoing hourly limitation shall not include time spent while attending the monthly grievance meeting, or when the company requests a conference with a representative. . . .

It is further recognized that circumstances may arise wherein an employee wishes to contact his representative at times other than the above designated period. In such circumstances, the union representative shall contact his foreman and request this additional time off from work. He shall also request permission of the foreman (or his representative) of the employee to be contacted.

. . . Time spent at a joint meeting called by mutual agreement between the company and the union shall be considered as hours worked for those delegates who are in actual attendance during their regularly scheduled hours of work. (44)

* * *

All of the . . . duties performed by stewards and committeemen (except meetings of the committeemen as set forth in step 3 of the grievance procedure) may be performed on company time not to exceed $\frac{1}{2}$ hour per day per man averaged over each pay period. In addition, the time of each committeeman (but not an alternate committeeman) and the local lodge president, while attending meetings under step 3 of the grievance procedure, during which he is normally scheduled to work will be considered company time. (45)

* * *

Members of the grievance committees whose attendance is required at step 2 and step 3 meetings of the grievance procedure will be compensated at their straight-time base rate of pay for time spent in such meetings not to exceed 6 hours per month. If, in the opinion of the plant manager, it is necessary to reconvene the grievance committee after the members have received the maximum allowance of 6 hours, the company will compensate members of the committee at their straight-time base rate of pay for whatever additional time is required as determined by the company. (46)

Finally, some agreements varied paid grievance time by the size of the bargaining unit, the union representative's position, or both.

The total amount of time which may be used in any week by committeemen for the purpose of adjusting grievances and meeting with management shall not exceed the following:

	<u>Hours</u>		
	<u>Monday through Friday</u>	<u>Saturday</u>	<u>Sunday</u>
District committeemen -----	15	3	3
Shop committeemen:			
Plants with 1,500 employees or less -----	30	6	6
Plants with more than 1,500 employees -----	30	6	6
Plants with more than 5,000 employees -----	35	7	7

This total time for Monday through Friday will constitute a reservoir for the district or zone, as the case may be, and will be available at the start of the week to be drawn upon during the first 5 days of the week. The time allowed for Saturday or Sunday will be available for each respective day. (47)

* * *

. . . employees . . . will be paid by the company at the rate applicable . . . while engaged in the following activities on company premises:

(1) During each fiscal month, the number of weeks in . . . fiscal month multiplied by $1\frac{1}{2}$ hours per week for those stewards whose names and sections have been furnished to the company pursuant to the provisions of [the agreement] . . .

(2) Up to a total of 8 hours per week . . . [will be paid by the company] for members of the local executive board or for negotiating committee members while engaged in processing grievances with representatives of local management. . . . Such payment to committee members or executive board representatives shall be limited at any one time to a maximum as follows:

<u>Employees in bargaining unit</u>	<u>Committee members or executive board representatives</u>
300 or less -----	4
301-2,000 -----	6
2,001-5,000 -----	8
Over 5,000 -----	12

unless the number is increased by mutual agreement of the local and local management. (48)

* * *

The maximum number of hours that will be paid each week [to designated union representatives] will be no more than $2\frac{1}{2}$ hours for each 100 employees employed in the bargaining unit at such plant. (49)

* * *

Group stewards, chief stewards, plant committeemen, and executive bargaining committeemen, within their jurisdiction, will be compensated for the time spent away from their job for the purpose of handling grievances, up to a total of 100 hours per week, providing the company's hourly payroll does not go below 1,500 employees or above 2,500 employees. If the hourly payroll of the company decreases below 1,500 employees or increases above 2,500 employees, the company will compensate for such time by a formula of 750 hours per week to a total hourly payroll of 18,000 employees, with proportionate increases or decreases in the allotment in increments of not less than 10 percent. Hours in excess of this figure will be paid for by the union. (50)

Many agreements also required employees and/or union representatives to comply with various plant rules before becoming eligible for grievance pay. Usually, agreements provided that an employee could not leave his assigned job without first reporting to his supervisor. The employee was often required also to report upon returning to his work area. Permission to leave one's job was often made contingent upon production requirements. Sometimes, an aggrieved employee was not permitted to leave his work unless a relief worker was available.

A steward or chief steward, after reporting to his immediate supervisor and advising him of the nature of the grievance or union matter, will be permitted to leave his assigned work to adjust the grievances or to conduct the following union matters: Answering telephone calls, posting union notices on bulletin boards, and distributing union dues cards. (51)

* * *

When desiring such time off [for handling grievances], a representative of the union must obtain permission from his foreman before leaving his work and must report to his foreman when resuming work. Any abuse of the privilege may result in its discontinuance or restriction at the option of the company. (52)

* * *

An employee who is a member of a union shop committee may handle complaints or grievances during working hours with individual employees in the department or section of the department over which such committeeman has jurisdiction as long as activities do not cause the stopping or slowing up of any operation in the work shops. (53)

* * *

. . . At such times as are mutually agreeable, an aggrieved employee will be allowed time to discuss a grievance in steps 1, 2, and 3 without loss of pay for normal schedule work hours providing overtime replacement is not required. This same provision will also apply for a steward, business manager, or assistant business manager, if the employee wishes one to appear with him in step 1, or for a business manager or assistant business manager in step 2 or for a business manager in step 3. (54)

Another frequent requirement was that the excused employee was to restrict his grievance activities to his own shop or department, unless the company requested him to go elsewhere. Under such circumstances, he might have to obtain the permission of his own supervisor before leaving, as well as that of the supervisor of the other department, before entering.

No payment of wages shall be made to any committeeman for time spent on union business outside his own shop or department or in handling complaints or grievances outside his own shop or department unless the committeeman is requested by the company to leave his own department.

When any union committeeman considers it necessary to leave his shop or department for the transaction of union business, he shall consult with his foremen, general foreman or department superintendent who, if satisfied that the circumstances warrant it, will give such committeeman permission to visit another shop or department within the plant. (55)

* * *

The general plant grievance committee of the union . . . will be afforded such time off as may be required . . . to visit departments other than their own at reasonable time for the purpose of transacting the legitimate business of the general plant grievance committee after notice to and permission from the head of the department to be visited and permission from their own department head, or his designated representative. (56)

* * *

If it is necessary for a steward or any employee to leave his department to handle a grievance or other union business for which the company has agreed to pay his regular wages, he must first obtain written permission from his foreman or the management employee to whom the foreman has delegated such authority on a form provided for that purpose. (57)

In some cases, in order to avoid losing pay for time spent on grievance activities, the employee was required to keep a record of the time so spent.

To avoid loss of pay for time off afforded by the company during his regularly scheduled working hours . . . a steward or a grievance committeeman will be required to use the authorizations required on the forms which will be provided by the company for the accounting of such time. . . . (58)

* * *

All time spent on union activities by union representatives must be recorded on time cards and noted in writing on the time cards by the representative's supervisor. Time paid for by the company must also be approved on time cards by the management representative taking part in the discussion. (59)

Arbitration Pay

Only 16 of the 1,631 agreements studied provided explicitly for company pay to employees serving as worker representatives in the arbitration process (table 5). Since provisions for arbitration of grievance disputes are included in the vast majority of agreements, this low incidence of payment clauses may be due, in part at least, to the greater role that paid union officials play at this stage of grievance handling.

In a few of these arbitration pay provisions, payment was extended to all employees concerned in the grievance.

The company agrees that it will pay employees, including employees who are union officials, for time lost from regularly scheduled work in company-union arbitration hearings on the basis of the employee's regular rate of pay. (60)

However, in most cases, arbitration pay was limited to designated union representatives, as the following clauses illustrate:

The company shall pay the president of the local union or the vice president in his absence for time spent in attendance at . . . arbitration proceedings. Such payment shall be at his regular hourly rate if on an hourly rate basis or at his group bonus rate or his classification bonus rate, as the case may be if on an incentive basis. (61)

* * *

The company agrees to pay, at their guaranteed hourly rates, union shop committee members, chief shop stewards, and stewards for the time lost by them during their regularly scheduled working hours in meetings with the company, including arbitration. (62)

Some of the clauses restricted the number of union representatives who would be reimbursed for time spent on grievance arbitration matters.

Union representatives will be paid their regular rate of pay for such time as they spend during their working hours while . . . attending arbitration hearings . . . At arbitration hearings . . . the union may be represented by not more than eight accredited representatives, and the representatives of the company will not exceed eight in number. (63)

* * *

Two members of the bargaining committee shall be paid by the company at average earned rate . . . for time lost from work in attending the [arbitration] hearing. (64)

* * *

Table 5. Pay for time spent on grievance arbitration, agreement negotiations, and safety committee activities in major collective bargaining agreements, 1959¹

(Workers in thousands)

Industry	Grievance arbitration				Negotiation time				Safety committee activities			
	Full or partial pay to all or some union representatives		Company will not pay union representatives		Full or partial pay to all or some union representatives		Company will not pay union representatives		Full or partial pay to all or some union committeemen		Company will not pay union committeemen	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries	16	51.8	28	52.5	49	189.8	34	142.5	66	302.2	24	511.2
Manufacturing	16	51.8	19	35.3	38	110.3	21	51.4	60	280.8	23	311.2
Ordnance and accessories	-	-	-	-	-	-	1	3.4	1	1.4	-	-
Food and kindred products	-	-	4	8.8	1	2.1	2	5.6	6	61.3	-	-
Tobacco manufactures	-	-	-	-	-	-	-	-	-	-	-	-
Textile mill products	1	1.3	1	2.1	1	1.3	-	-	-	-	-	-
Apparel and other finished textile products	-	-	-	-	-	-	-	-	-	-	-	-
Lumber and wood products, except furniture	-	-	-	-	-	-	-	-	1	1.2	-	-
Furniture and fixtures	-	-	-	-	1	1.2	1	2.3	1	1.2	-	-
Paper and allied products	-	-	-	-	3	3.9	-	-	1	1.7	-	-
Printing, publishing, and allied industries	-	-	-	-	-	-	-	-	-	-	-	-
Chemicals and allied products	1	1.8	2	2.8	3	4.9	3	5.0	1	1.5	-	-
Petroleum refining and related industries	1	1.1	-	-	1	4.4	-	-	2	6.1	-	-
Rubber and miscellaneous plastics products	1	15.0	1	1.6	2	2.3	-	-	3	31.4	-	-
Leather and leather products	-	-	-	-	-	-	-	-	-	-	-	-
Stone, clay, and glass products	-	-	-	-	1	2.0	1	1.0	2	2.3	-	-
Primary metal industries	1	1.2	1	1.2	2	4.0	-	-	7	30.2	18	292.7
Fabricated metal products	-	-	-	-	2	2.5	-	-	7	29.8	3	15.4
Machinery, except electrical	4	15.1	6	8.0	5	23.4	5	6.9	12	45.4	2	3.1
Electrical machinery, equipment, and supplies	1	1.0	2	6.0	6	29.2	6	23.2	5	11.5	-	-
Transportation equipment	5	13.3	-	-	7	23.9	1	1.3	10	54.7	-	-
Instruments and related products	1	2.0	1	2.2	2	3.8	-	-	-	-	-	-
Miscellaneous manufacturing industries	-	-	1	2.8	1	1.5	1	2.8	1	1.5	-	-
Nonmanufacturing	-	-	9	17.3	11	79.5	13	91.1	6	21.4	1	200.0
Mining, crude petroleum, and natural gas production	-	-	-	-	-	-	-	-	2	3.4	1	200.0
Transportation ²	-	-	-	-	-	-	-	-	-	-	-	-
Communications	-	-	-	-	6	71.3	13	91.1	-	-	-	-
Utilities: Electric and gas	-	-	5	11.2	4	7.0	-	-	4	18.0	-	-
Wholesale trade	-	-	1	1.0	1	1.2	-	-	-	-	-	-
Retail trade	-	-	-	-	-	-	-	-	-	-	-	-
Hotels and restaurants	-	-	-	-	-	-	-	-	-	-	-	-
Services	-	-	2	3.9	-	-	-	-	-	-	-	-
Construction	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous nonmanufacturing industries	-	-	1	1.2	-	-	-	-	-	-	-	-

¹ Based on analysis of 1,631 agreements covering 7,472,100 workers. See table 1 for total number of agreements and workers covered by industry.

² Excludes railroads and airlines.

NOTE: Because of rounding, sums of individual items may not equal totals.

529525 O - 59 - 4

In all cases, the time allowed for such activities was, explicitly or implicitly, limited to working hours, and payment was to be made at "straight-time," "average," or "applicable" rates of pay. Only 1 of the 16 provisions placed any limitations on the amount of arbitration time for which pay was provided.

In those instances when a committeeman is required to leave his assigned work to attend . . . meetings under the arbitration procedure herein, he will be issued a written pass by his foreman or immediate supervisor before leaving his work. Upon returning to work after such meeting, he will promptly notify such foreman or immediate supervisor. The committeeman shall ring in and out in each such case. If he is a daywork operator, he will be paid his regular rate of pay; if he is an incentive worker, he will be paid in accordance with [incentive pay plan] for such time off during regular working hours as may be required to attend all necessary meetings and hearings . . . under the arbitration procedure; provided, however, that such time off shall be limited to two meetings per month of not more than 2 hours each and such additional meetings as may be scheduled by mutual agreement. (65)

Twenty-eight agreements indicated that company pay would not be provided for any time spent on arbitration matters.

The employer agrees to give such officers of the union, committeemen, and members time off without pay as may be required for the proper presentation of grievances in arbitration. (66)

* * *

Union representatives will not be paid by the company for time spent . . . in attendance at arbitration proceedings. (67)

Negotiation Pay

Of the 1,631 agreements studied, 49 specifically provided payment for all or part of the time spent on agreement negotiations by all or a limited number of employees. Two-thirds (33) of these placed no limitations on amount of negotiation time or on the number of participants.

. . . the company agrees to reimburse members of the workmen's committee at their permanent rate for scheduled hours lost when meeting with management for the purpose of negotiating new agreements. (68)

* * *

It is understood that each member of the national negotiating committee . . . shall be paid at his regular hourly rate (or his average earned rate, if on incentive) by the local management of the unit which he represents for working time lost on days on which meetings are held with the company for the purpose of negotiating a National agreement. (69)

* * *

The national bargaining committee will be paid by the company for all time lost while negotiating with management on matters pertaining to this agreement, including lost time for travel time in going to and from the meeting. (70)

Ten of the remaining 16 agreements having such provisions called for payment for all negotiating time to a fixed number of committee members.

The union may designate among its contract negotiating committee not more than nine employees who shall be reimbursed at their base rate for time lost from their regular shifts while attending negotiating meetings with the company. The names of the nine employees to be paid by the company for such time lost will be furnished by the union prior to each negotiation session. (71)

* * *

The bargaining committee, which shall be composed of representatives of the union on the company's payroll, may represent the union in negotiations with the company without loss of pay, provided (1) the number of such representatives shall not exceed eight in number, and (2) the time spent on such negotiations shall not be unreasonable. (72)

The other clauses granted limited time to committee members, or, as in one case, provided pay at a decreasing rate per week with payments to be discontinued after a specified number of weeks.

All union representatives serving on the negotiating committee will be paid their average straight-time hourly earnings for all time lost from their work in attending negotiating committee meetings with management, and if meetings are held away from the plant in which they work will be paid for one-half hour before and after the meeting if they are to come from or go back to their jobs.

Except as it may otherwise be agreed, at meetings at which a commissioner of conciliation is present, the company will pay members of the union negotiating committee their average straight-time hourly earnings for all hours lost from their work for not more than three such meetings in any 1 month. Such monthly allowance will not accumulate during the term of this contract. (73)

* * *

For time spent in the negotiation, renegotiation, or amendment of collective bargaining agreements or general wage rates [members of the bargaining committee] shall be paid their full pay for the first 40 hours spent in meetings, three-fourths of their full pay for the next 40 hours, one-half full pay for the next 40, one-fourth for the next 40 and nothing thereafter unless the meetings were requested by the company, in which case they shall receive full pay for the whole time. . . . They shall be paid at their regular rates for any time outside their regularly scheduled shifts when requested to be in attendance at any meeting with the company's bargaining committee or labor relations supervisor. Should such time, when added to time worked on their regular shift, exceed 8 hours in any plant day, they shall be paid for such additional time at one and one-half times their regular rate of pay. (74)

Thirty-four agreements contained a definite statement that the company would not pay for any time spent on contract negotiations.

Time spent by union representatives in attending union-management meetings held for the purpose of negotiating a written contract between the parties or amending any such contract shall not be paid for. (75)

* * *

Union meetings with company representatives during regular working hours shall result in no loss of pay to the employees. This will not apply when the time is spent in the negotiation of a new contract or a general wage increase. (76)

Safety Committee Pay

Many collective bargaining agreements provide for the establishment of joint labor-management committees to deal with problems concerning plant safety, sanitation, and employee health.³ The present study indicates that in a majority of such cases the agreements did not expressly provide pay to employees serving on safety committees.

Sixty-six of the 1,631 agreements studied made some provision for company pay for safety committee activities. The typical provision called for compensation to the employee-member of the committee for all time lost from work while attending regularly scheduled committee meetings, or while participating in periodic plant safety inspections.

In order to promote health and safety among the company's employees and to secure maximum cooperation, a joint safety committee shall be established. The committee for the union shall consist of not more than 11 employees designated by the union, and the committee shall meet twice each month in order to advise with plant management concerning safety and health matters but not to handle grievances, and shall receive their straight-time effective rates for attendance at such meetings. (77)

* * *

One meeting a month shall be held by the safety committee . . . Time spent in safety meetings by union committeemen shall be paid for by the employer at straight or overtime rates, whichever would be applicable under existing contracts, laws, and regulations. (78)

Some agreements placed limitations on the number of employees entitled to such pay, or the number of allowable hours during a given period, or both.

A company union safety committee shall be established consisting of six members, three to be selected by the company and three by the union. This committee will meet once each month at a mutually agreeable time to study and make safety recommendations. The company will pay each of the three union members 1 hour per month at his base rate for meetings of this committee. (79)

* * *

³ See Collective Bargaining Clauses: Labor-Management Safety, Production, and Industry Stabilization Committee, BLS Bull. 1201 (1956).

. . . A joint safety committee of at least four members shall be selected, composed of an equal number of members appointed by the employer and an equal number of members appointed by the union . . . The employer will pay to each employee-member of such safety committee for such time not in excess of 4 hours per month as may be actually lost by him from work by reason of performance by him of his duties as a member of said safety committee, such payment to be at the employee's personal rate. (80)

Employee representation on the safety committee was often on a departmental basis. Representation also varied, in some agreements, according to size of the plant.

It is agreed that a joint union and company safety committee shall be established, with the understanding that the sole function of this committee is to make investigations and recommendations as to the elimination of unsafe practices and conditions . . .

The committee shall be composed of one member from the safety department, one member selected by the union from the department being inspected, and one supervisory employee representing the department being inspected . . .

The inspections shall be limited to not more than 6 inspection days per month and no one department shall be inspected more than 1 inspection day per month.

. . . The union representative shall receive pay at his prevailing rate for his regular scheduled hours lost, if any, while making the inspection. (81)

* * *

A joint safety committee, consisting of equal numbers of employee representatives selected by the local plant bargaining committee and management representatives selected by local plant management, shall be established in each plant. The number of members on the committee shall be determined on the following basis:

<u>Number of employees in plant</u>	<u>Employee representative</u>	<u>Management representative</u>
Up to 2,000 -----	1	1
2,000 to 4,000 -----	2	2
4,000 or more -----	3	3

The joint safety committee shall convene once each month at a time to be determined by the committee. . . . Time consumed on committee work by employee committee members shall be considered hours worked to be compensated by the company at their regular hourly rate or average incentive earnings in the case of a pieceworker. (82)

The rate of compensation to committee members was usually the basic or average rate. However, as the following clauses indicate, a few agreements provided for pay at a higher rate:

Company and union representatives shall be appointed to serve on [safety] committees for a term of 3 months. Meetings of such committees shall be scheduled at such times and in such manner as not to interfere with orderly operation of the plant. Employee representatives appointed by the union shall be paid at a rate three brackets above their regular rate for time spent in such meetings. (83)

* * *

A works safety committee will consist of four union members and four representatives of the employer. Union members will be appointed by the union from those in the employ of the employer and will serve for a period of 12 months . . . Two-hour meetings will be held once a month unless, in the discretion of the chairman, more time is necessary . . .

The employer will pay each union committee representative 25 cents per hour above his regular straight-time hourly rate for time involved in such meetings. One such union representative shall receive 25 cents above his regular straight-time hourly rate for time spent on safety inspection tours. (84)

A few agreements provided that paid committee work be performed outside working hours, if possible.

A safety committee consisting of six employees designated by the union and six company members designated by the company shall be established. The safety committee shall hold monthly meetings at times determined by the committee preferably outside working hours. Time consumed on committee work by committee members designated by the union shall be considered hours worked to be compensated by the company. (85)

Twenty-four safety committee provisions stated that committee members would not be compensated for time spent on committee activities.

A safety committee consisting of three employees designated by the union and three management members designated by the company shall be established in each plant. The safety committee shall hold monthly meetings at times determined by the committee, preferably outside regular working hours. Time consumed on committee work by committee members designated by the union shall not be considered hours of work to be compensated by the company. (86)

Pay for Other Activities

Time off with pay to participate in types of labor-management activities other than those discussed previously were included in 72 agreements. In many cases, the provisions were vague in defining committee functions or duties, referring in general terms to union-company meetings to discuss mutual problems.

Regular meetings of the shop committee and the management of the company shall be held once a month, during the first week following the first Wednesday of each month, and also special meetings as from time to time mutually agreed upon between them, for the purpose of discussing mutual problems. (87)

* * *

Plant shop committeemen, officers, and such other participants as are deemed necessary shall receive pay from the company at their respective regular hourly rates for all time spent during their working hours in regular or special conferences, called by management, with management. (88)

* * *

Regularly scheduled monthly meetings shall be held in each plant between representatives of the plant management and the officers, and delegates in each plant. Such meetings shall be for the purpose of handling all matters of common interest to the company and the union, except the disposition of grievances. . . .

For the purpose of attending . . . meetings provided for in this section, officers, delegates, and such district grievance committeemen as may be requested to attend by agreement of the parties hereto, will be permitted to leave their work without loss of pay upon reasonable notice to and permission by their respective supervision and recording their purpose of leaving. (89)

The agreements also contained a variety of provisions calling for the establishment of special committees to deal with particular problems. Included were clauses dealing with such diverse subjects as new employees, apprenticeship, job evaluation, time studies, incentive plans, seniority, and wage administration. Illustrations of the foregoing follow:

The company and the union will each select one person to serve on a new employee interviewing committee. The purpose of this committee is to try to give new employees a better understanding of the good relationship between the union and the company.

When any new employees are hired, the company member of the committee will notify the union committee member and said committee shall meet at the company personnel office with said new employees for the purpose of explaining the provisions of the labor agreement and the various benefit plans. Each new employee will be given a copy of the labor agreement.

It is understood that the union member of the committee will meet without loss of time during his regular working hours. . . . (90)

* * *

There may be a Union Apprentice Advisory Committee consisting of two members, both of whom shall be regular employees of the company and one of whom shall be a journeyman in one of the apprenticeable trades covered by this agreement in which apprentices are working.

The Union Apprentice Advisory Committee may meet as below specified with representatives designated by the company for the following purposes:

- (1) To obtain any information as to the company's apprenticeship program and any contemplated changes therein;
- (2) To review the progress, record, and work or school conduct of any apprentice; and
- (3) To present to the company the complaint of any apprentice concerning the training he is receiving.

Each member of the Union Apprentice Advisory Committee shall receive pay at average earned rate . . . for time lost from work in attending the above specified meetings with company representatives. (91)

* * *

The union shall appoint four of its members, two from each plant, who are employees of the company as job evaluation stewards. Such stewards shall be tested by the company to ascertain whether or not they are suited for job evaluation work. . . .

Each such steward, while engaged in job evaluation work, shall be paid at a rate comparable to his average straight-time hourly earnings (including straight-time incentive earnings) during the previous 2 weeks. (92)

* * *

All the time lost by a union representative while on a time study or a retime study shall be paid by the company at the rate such representative is earning provided that the original time study was found to be incorrect. (93)

* * *

The union shall designate time study representatives acceptable to the company as follows: Two regular representatives who shall work in the time standards department, for a period not in excess of 2 months, to become familiar with the methods and practices of the standard hour plan, after which they shall return to their regularly assigned workplaces.

During their period of work in the time standards department, these union time study representatives shall be compensated on the basis of the average wages received during the previous 4 full weeks worked exclusive of overtime. (94)

* * *

All employees required to attend meetings in connection with the incentive procedure will be paid as follows for time lost from work:

- (1) Meeting between foreman, employee, and steward—base rate or hourly rate.

(2) Meeting between foreman, steward, and union incentive representative—average straight-time hourly earnings.

(3) Meeting between foreman, time study man, union incentive representative, and steward—average straight-time hourly earnings.

(4) A union incentive committee member accompanying a time study man on a restudy—average straight-time hourly earnings. (95)

* * *

There shall be a seniority committee consisting of four members of the union who will meet when necessary with the company employment manager on matters pertaining to seniority. The chairman of this committee shall be present during any general layoffs to insure the seniority rights of the union members.

. . . Seniority committee members [shall be paid for time spent] . . . at meetings as provided for in this section . . . and for meetings which are requested by the company. The pay for such . . . meeting time will be compensated for at the timeworker's plate rate and at the pieceworker's top time-work rate for the job grade in which he is classified. (96)

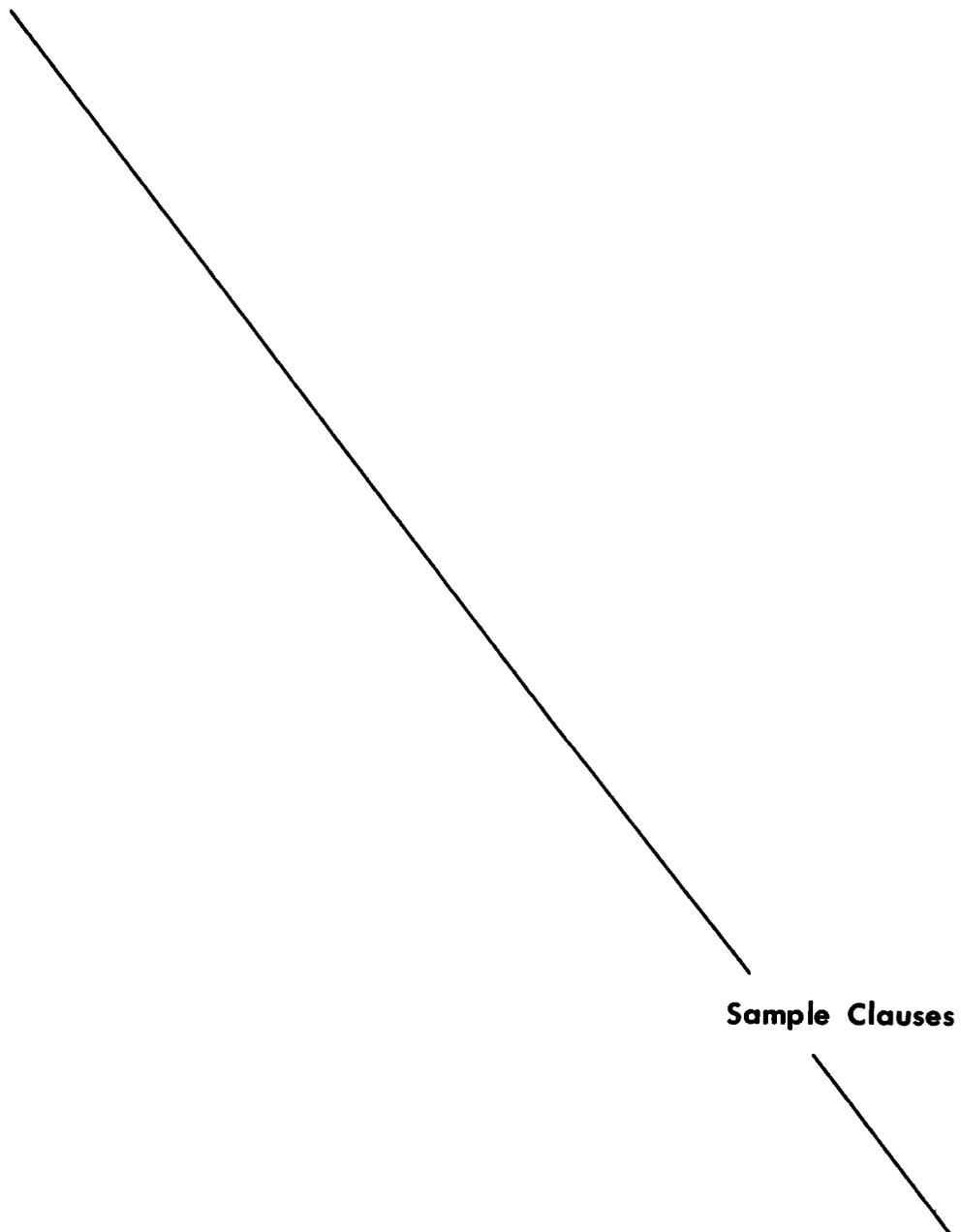
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The rate and record of each employee shall be reviewed every 16 weeks with a view to wage adjustment in accordance with his proven performance. Any employee receiving a rate at or in excess of the maximum for his classification shall be reviewed every 48 weeks. Periodic reviews of employees shall be administered in such a way as to allow the union to represent the employee at the time of his review.

Senior chairman will be permitted to take the necessary time off from work without loss of pay for . . . the meetings with a management representative. . . . (97)

Appendix

In order to illustrate all of the elements of policy relating to company pay for time on union business, entire sections of selected collective bargaining agreements are reproduced in full on the following pages. These should not be considered as model or typical provisions.



From the agreement between:
 Ford Motor Co., and
 International Union, United Automobile, Aircraft &
 Agricultural Implement Workers of America

ARTICLE VI

REPRESENTATION

Section 1. Unit Structure

For the purpose of providing representation and operating under this agreement, the company shall be divided into units. Each depot, plant, or works shall constitute such a unit. The Rouge Area shall be subdivided into the following respective units:

- Construction and maintenance
- Dearborn assembly plant
- Dearborn engine plant
- Dearborn iron foundry
- Dearborn specialty foundry
- Dearborn stamping plant
- Frame plant
- Glass plant
- Miscellaneous (coke ovens, blast furnances, etc.)
- Open hearth
- Rolling mill
- Standard transmission plant
- Tool and die
- Transportation

Whenever operations in a unit of the Rouge Area are discontinued or so curtailed as to make its continuance as a separate unit impractical, the parties shall by mutual agreement eliminate such unit or combine its remnants with one of the remaining units. Where new buildings are placed in operation, or operations are resumed in previously discontinued units, the parties shall by agreement determine whether a new unit shall be added or an existing unit expanded.

Nothing in the foregoing shall be deemed to modify the existing local arrangements at the Cleveland engine and foundry plants.

Section 2. Representation on Company Time

For the purpose of operating under this agreement, the employees shall be entitled to representatives on company time in accordance with the following provisions.

Section 3. Units of 1,500 or Less

In units containing 1,500 or less employees, the union will be accorded representatives as follows:

- (a) Less than 100

In a unit of less than 100 employees, there shall be three committeemen, including the chairman, all of whom shall be on a part-time basis. The chairman shall handle all first stage grievances, except that he may designate

another committeeman to replace him during periods when he is absent from the plant. The chairman may consult with other members of the committee concerning the processing of grievances.

(b) 101-300

In a unit of 101 to 300 employees, there shall be three committeemen, including the chairman, all of whom shall be on a part-time basis.

(c) 301-500

In a unit of 301 to 500 employees, there shall be three committeemen including the chairman. When the unit is operating three shifts on production, an additional committeeman may be allowed. The chairman shall have the right to devote his full time to his duties, as such, but the remaining committeemen shall be on a part-time basis.

(d) 501-750

In a unit of 501 to 750 employees, there shall be four committeemen including the chairman. The chairman and one other committeeman shall have the right to devote their full time to their duties, as such, but the remaining committeemen shall be on a part-time basis.

(e) 751-1,000

In a unit of 751 to 1,000 employees, there shall be four committeemen, including the chairman. The chairman and two other committeemen shall have the right to devote their full time to their duties, as such, but the remaining committeemen shall be on a part-time basis.

(f) 1,001-1,500

In a unit of 1,001 to 1,500 employees, there shall be four committeemen including the chairman, all of whom shall have the right to devote their full time to their duties, as such.

Section 4. Units of 1,501 or more (except Rouge, Highland Park, and Wayne)

In units containing 1,501 or more employees, the union will be accorded representatives as follows:

(a) Number of Full-time Representatives

Each unit, according to the number of employees therein, may have the number of full-time representatives, including the chairman of the unit committee, indicated in the following table:

<u>Number of employees</u>	<u>Number of representatives</u>
1,501 to 1,750 -----	6
1,751 to 2,000 -----	7
2,001 to 2,250 -----	8
2,251 to 2,500 -----	9
2,501 to 2,750 -----	10
2,751 to 3,000 -----	11
3,001 to 3,500 -----	12

(b) Part-time Representatives—Small Shifts

In a unit employing 1,751 or more people, an additional committeeman on a part-time basis shall be allowed on the number 1 or 3 shift when less than 250 people are working on such shift.

(c) Size of Unit Committee; Handling of First Stage Grievances

Each unit shall have a unit committee of three or four persons, including the chairman, plus district committeemen to handle grievances in the first stage. A unit committeeman may be designated to handle first stage grievances within a specified district where necessary to provide adequate representation.

Section 5. Local Agreements on Deviations

Deviations from sections 3 and 4 of this article may be negotiated by the local unit and local management to meet local conditions, subject to the approval by the Central Industrial Relations Office of the company and the National Ford Department of the Union.

Section 6. Rouge, Highland Park, and Wayne

Notwithstanding sections 3 and 4 of this article, the union will be accorded representatives in the Rouge Area and in the Highland Park and Mercury Wayne plants on a full-time basis, as follows:

(a) Size of Unit Committee; Handling of First Stage Grievances

Each unit shall have a unit committee of three or four persons, including the chairman, plus district committeemen to handle grievances in the first stage. A unit committeeman may be designated to handle first stage grievances within a specified district where necessary to provide adequate representation.

(b) Rouge Area

Until completion of the next general election of the local union, or September 30, 1959, whichever first occurs, the union shall have the number of representatives in the Rouge Area that it had as of September 1, 1958, except that in the event of a decrease in employment in the area the number of such representatives shall be reduced by 1 for every 500 employees or major fraction thereof by which employment in the area is decreased below the level therein as of September 1, 1958. Effective upon completion of such election, and in any event not later than September 30, 1959, the union shall have 1 representative for every 250 employees and major fraction thereof working in the Rouge Area. The apportionment of such representatives among the various units comprising the Rouge Area shall be in the discretion of the local union, subject only to subsection (a) of this section.

(c) Highland Park Plant

Until completion of the next general election of the local union, or June 30, 1959, whichever first occurs, the union shall have the number of representatives in the Highland Park plant that it had as of September 1, 1958, except that in the event of a decrease in employment in the plant the number of such representatives shall be reduced by 1 for every 500 employees or major fraction thereof by which employment in the plant is decreased below the level therein as of September 1, 1958. Effective upon completion of such election, and in any event not later than June 30, 1959, the union shall have 1 representative for every 250 employees and major fraction thereof working in the Highland Park plant.

(d) Wayne Plant

Until completion of the next general election of the local union, or June 30, 1959, whichever first occurs, the union shall have the number of representatives in the Mercury Wayne plant that it had as of September 1, 1958, except that in the event of a decrease in employment in the plant the number of such representatives shall be reduced by 1 for every 500 employees or major fraction thereof by which employment in the plant is decreased below the level therein as of September 1, 1958. Effective upon completion of such election, and in any event not later than June 30, 1959, the union shall have 1 representative for every 250 employees and major fraction thereof working in the Mercury Wayne plant.

Section 7. Adjustments for Population Changes

Where, in any unit, a change in the number of representatives, or from a full-time to a part-time basis of representation or vice versa is required because of deviations in the number of employees working above or below the number on which its representation structure is based, the requisite changes shall be accomplished within 2 weeks of the notice to the local union of the occurrence of the deviation in employment requiring it; provided, however, that changes in the Rouge Area shall be based upon the employment level in the area rather than individual units. Employees on layoff in accordance with article VIII, section 21 of this agreement shall be included in the number working for purposes of this section.

Section 8. Provisions Applicable to Both Full- and Part-time Representatives

(a) Functions of District Committeemen

The function of a district committeeman is to handle grievances in the first stage, to represent employees at hearings in disciplinary cases when called upon to do so, and to pass necessary information on with respect to grievances appealed.

(b) Functions of Unit Committee

The function of the unit committee is to review and negotiate grievances in the second stage, to prepare grievances not settled at this point for further review in the grievance procedure, and to negotiate with local management on negotiable local problems. A unit committeeman may also handle first stage grievances in the cases provided for in sections 3 and 4 of this article, and represent employees at hearings in disciplinary cases when called upon to do so.

(c) Assignment to Defined Districts

Except where otherwise agreed locally to meet exceptional conditions, each committeeman handling first stage grievances shall be assigned a definite district.

(d) Notice to Company

The chairman of each unit committee shall promptly advise the company in writing of the names, positions, and assignments of the representatives in his plant, and of any changes therein, except that in the Rouge Area it shall be the duty of the president of the local union to furnish this information. No representative shall function as such until the company has been so advised.

(e) Duty to Remain in Plant and Area; Reporting to Foremen

All committeemen except the chairman of the unit committee shall remain in the plant, and, except when their duty requires them elsewhere, in their respective areas, while on company time, and shall ring in and out in the same manner as other employees are required to do.

A committeeman shall report to an employee's foreman, provided the foreman is in the department, before contacting such employee in pursuance of his duties.

(f) Chairman's Privilege to Leave Plant

The company recognizes the privilege of the chairman of the unit committee to leave the plant in the course of the performance of his functions as such, but he shall notify the designated company representative, if he is available, when leaving and returning to the plant during working hours.

He shall ring his clock card in and out with at least eight (8) hours between rings, or get an approval of failure to ring from such representative of the company. In the absence of evidence that the chairman is abusing this privilege, the approval referred to above shall be given.

(g) Eligibility to Serve as Representative

Any representative provided for in the foregoing sections shall be an employee of the company selected from among the employees he represents, and to be eligible to hold such position, shall have been in the regular employ of the company, or on approved leave of absence, for at least 1 year immediately preceding his designation to such position unless an employee of at least 1 year's service is not available.

Section 9. Provisions Applicable to Part-time Representatives

The following provisions are applicable to representatives who are on a part-time basis:

(a) Privilege of Leaving Work

Company accords to representatives the privilege of leaving their work for the time necessary to promptly perform their duties as outlined in this agreement without loss of time, on the understanding that this privilege will not be abused and representatives will continue to work at assigned jobs at all times not required for the performance of such duties.

A representative shall report to his foreman when it becomes necessary to leave his job, and will report to an employee's foreman, provided the foreman is in the department, before contacting such employee in pursuance of his duties.

(b) Retention During Layoffs

A representative shall be permitted to work during layoffs so long as one of his constituents is at work and there is work available which he can perform, and so long as he does not lose his status as a representative through readjustment of the representation structure as provided in section 7 of this article, without regard to seniority provisions of this agreement.

(c) Overtime Work

A representative shall be entitled to work overtime, if he so requests, whenever one or more of his constituents is called upon for overtime work, and there is work available which he can perform.

His privilege to leave his job during overtime hours, however, is limited to the handling of grievances relating to or arising from the work during these hours, in behalf of constituents working during such hours.

The representative shall be notified, if he is in the unit, of the overtime work at the same time as are his constituents who are to work.

Section 10. Provisions Applicable to Full-time Representatives

The following provisions are applicable to representatives who are on a full-time basis:

(a) Assignment of Sufficient Areas

Where shifts in employment not affecting the overall employment level of the unit sufficiently to require a change in the structure of representation take place, it shall be the responsibility of the chairman of the unit committee to see that representatives are assigned areas in such manner as to justify their devoting full time to their functions, except that in the Rouge Area this principle shall be applied on an areawide basis and the responsibility shall be upon the president of the local union.

(b) Hours on Company Time

It is understood that all representatives shall be entitled to be on company time only for the same number of hours as the employees in such unit are normally scheduled to work.

On continuous 7-day operations, the representatives shall be scheduled to cover the operations on rotating schedules in the same manner as other employees on such operations.

When all of the employees on a shift in a unit work overtime, all of the representatives regularly on that shift in that unit may come in overtime to represent them. When part of the employees on a shift in a unit work overtime, the number of representatives on that shift in that unit who may come in overtime to represent them shall be proportionate to the number of employees on that shift in that unit who are called into work such overtime, subject to the provisions of subsection (f) of this section. The proportion shall be based on the ratio of employees called in for overtime on that shift to employees working on that shift during that workweek.

The chairman or a member of the unit committee shall be notified when there is to be overtime worked in the unit.

From the agreement between:

The B. F. Goodrich Co. and
United Rubber, Cork, Linoleum and Plastic Workers
of America, AFL-CIO

ARTICLE VII

ADJUSTMENT OF GRIEVANCES—ARBITRATION

Section 10

Any local union representative or other employee who loses time from his work at the request of the company (as distinguished from problem or grievance meetings covered in section 11, below) for the purpose of attending a meeting shall be compensated for the actual time lost from his work as follows:

- a. An hourly rated employee shall be paid his hourly rate.
- b. An employee working on incentive shall be paid his average paid unit hour at the base rate of his regular job.
- c. An employee working under an applicable learner's schedule shall be paid the appropriate learner's rate or his average paid unit hour, whichever is the higher.

Section 11

- a. An employee who is a designated union representative shall be compensated at his hourly rate or, in the case of an incentive employee, his average paid unit hour for time lost during his regular shift because of attending scheduled meetings for the discussion of employee problems and/or the negotiation of grievances (including arbitration hearings or meetings) with the management. An employee who is a designated union time study engineer will be compensated at his hourly rate or, in the case of an incentive employee, his average paid unit hour for time lost because of making time studies and comparing the results of such studies with management as provided in article XVII, section 4 b. and c.
- b. The maximum number of hours that will be paid each week by the company at any plant will be no more than two and one-half ($2\frac{1}{2}$) hours for each one hundred (100) employees employed in the bargaining unit at such plant. The computation will be made on the basis of the number of employees in the bargaining unit who work during the first full week of each month rounded to the next even one hundred (100). This computation shall determine the maximum number of hours to be paid for during the week on which the computation is based and for each subsequent week prior to the first full week of the next succeeding month. If the total hours paid for by the company in a week is less than the maximum applicable to such week, the remaining hours shall be added to the maximum number of hours applicable to the next succeeding week. The details of handling such payment shall be determined at the local plant level.

From the agreement between:
Aero-Jet General Corp., and
The International Association of Machinists (AFL-CIO)

ARTICLE XVII

STEWARDS AND SHOP COMMITTEEMEN

1. The union may designate a steward for each department or area on each shift worked, and one chief steward for each plant. Any additional shop stewards may be designated by the union for certain areas after consent of the Industrial Relations Department, which consent shall be given if the request is based upon the present practice of setting up area stewards.
2. The union shall designate a shop committee (grievance committee) for each plant not to exceed three members to be comprised of the following: (a) The chief steward who shall act as chairman, (b) a permanent representative, and (3) the steward from the department involved in each grievance.
3. A written list of stewards and shop committeemen shall be furnished to the company immediately after their designation, and the union shall notify the company promptly of any changes in this complement.
4. Stewards will be privileged to handle requests, complaints, or grievances arising under this agreement in their respective areas of jurisdiction only during working hours without loss of compensation provided that the time so spent is devoted to the prompt handling of requests, complaints, or grievances in accordance with the grievance procedure of this agreement, and that stewards at all other times continue to perform their assigned job.
5. A steward's union activities on company time shall fall within the scope of the following functions:
 - a. To consult with an employee regarding presentation of a request, complaint, or grievance which the employee desires him to present, provided that the steward informs the immediate supervisor(s) concerned of the employee's desire.
 - b. To present a request, complaint, or grievance to an employee's immediate supervisor in an attempt to settle the matter for the employee or group of employees who may be similarly affected.
 - c. To investigate a complaint or grievance of record after presentation to the appropriate supervisor.
 - d. To meet by appointment with an appropriate supervisor or other designated representative of the company, when necessary, to adjust grievances in accordance with the grievance procedure of this agreement. It is understood that shop stewards are employees with assigned work to be performed: They shall cooperate to keep at a minimum the amount of time spent on union activities during working hours.

6. A steward or shop committeeman, before leaving his work station to perform any of his functions herein set forth, shall request permission from his immediate supervisor to conduct on company time union business falling within the provisions of paragraph 5 of this article, and such permission shall be immediately granted. He shall report to his supervisor upon completing such mission.

In the event it is necessary for a steward to handle a grievance in a department other than his own, he shall also report to the foreman of such other department upon arrival there.

7. No union steward will be transferred to another area or shift unless such transfer is mutually agreed to between the company and the union.
8. Should five (5) or more employees be called in for overtime, the steward who regularly represents them shall be included in the call, provided work is available within his classification. If there is no overtime work scheduled in the regular steward's classification, the chief steward may appoint an acting steward to carry out the steward's duties from those employees called in to work.

From the agreement between:
 Crane Co., and
 United Steelworkers of America, Local No. 2047 (AFL-CIO)

ARTICLE VI

Section 6. Union Grievance Committee

1. The grievance committee shall consist of not more than 11 persons, including a chairman, each of whom shall be an employee of the department he represents, plus 1 second-shift employee who shall represent all employees on that shift. The committee shall be designated by the union. Committee members will be afforded such time off without pay as may be required to:
 - (a) Attend appropriate step 1, step 2, and step 3 meetings.
 - (b) Visit departments other than their own at all reasonable times for the purpose of transacting the legitimate business of the grievance committee after notice to the head of the department to be visited and permission from their own department head, or his designated representative.
2. The company will pay the chairman of the grievance committee at his regular straight-time hourly rate for time spent in the activities described in paragraph 1 and in such other activities as may be appropriate in the discharge of his functions with respect to grievances but not in excess of 40 hours per week.
3. Assistant grievance committeemen may be designated by the union to aid the grievance committee. The number of assistant grievance committeemen shall not exceed 1 per 300 employees in the bargaining unit; provided that the company and the union will agree upon such number of additional assistant committeemen as may be required in particular circumstances, such additional number in no case to exceed 10. Allocation of assistant grievance committeemen to the departments shall be determined by mutual agreement between the company and the grievance committee. Each assistant grievance committeeman shall be an employee of the department which he represents. Each assistant grievance committeeman shall:
 - (a) Be limited to the handling of grievances in procedural steps 1 and 2 within the department represented by him, and
 - (b) Upon reasonable notice to and approval by his immediate supervisor, be afforded such time off without pay as may be required for the purpose of investigating the facts essential to the settlement of any grievance.
4. The company will pay each grievance committeeman (exclusive of the chairman when the committee has 12 members) a weekly amount equal to 18 times his regular straight-time hourly rate for handling grievances in accordance with paragraph 1 of this section.
5. Employees in the accounting department who are embraced within the bargaining unit shall be represented by the grievance committeemen who represent the employees in the respective departments in which they work.

From the agreement between:
Clark Equipment Co., and
The International Union, Allied Industrial Workers of America (AFL-CIO)

ARTICLE VII

REPRESENTATION

1. The union shall have the right to be represented as follows:
 - a. By stewards, one of which shall be elected for approximately fifty (50) employees per district in the plant. These stewards shall be selected for designated districts.
 - b. By chief stewards for each plant for each shift representing areas consisting of several districts within a plant or an entire plant for each shift.
 - c. By a bargaining committee consisting of a president, vice president, recording secretary, and five (5) shop committeemen, one of whom shall be the vice president. The recording secretary shall record the meetings with management but shall not participate in any discussions. The bargaining committee shall meet with the company representatives as hereinafter set out.
2. The plant will be districted by agreement between the company and the shop committee for the purpose of having designated areas in which the stewards and chief stewards and committeemen shall function and represent the employees therein.
3. If any area is reduced to twenty-five (25) employees or less on a shift, the chief steward of the area on that shift shall no longer hold such office.
4. The union will elect the above mentioned representatives from employees who are working in the area or district or plant as mutually agreed to.
5. The union will give the personnel manager, in writing, the names of its representatives and the area or districts or buildings which they represent and the management will likewise give the union its representatives who shall handle grievances in the respective steps in the grievance procedure.
6. Whenever fifteen (15) or more individuals of the bargaining group are at work in either of the four (4) major buildings of the company a union representative (who normally works in that building) shall be assigned to work in that building.
7. The company will pay duly designated union stewards and committeemen for time spent in handling grievances and collective bargaining meetings with management.

The time will be paid for at the employee's regular day rate.

The company will not pay union representatives for the time spent in handling grievances, collective bargaining meetings, or other meetings with management outside of the employee's regular work shift unless such time was spent at management's request.

8. In order to know all the facts stewards are permitted to spend a reasonable time discussing the grievance with the employee involved.
9. Stewards and committeemen shall be required to work at all times except when handling or investigating legitimate grievances in accordance with the established grievance procedure. The union agrees to see that the time spent in handling grievances will be kept to a minimum. If a union representative is spending excessive time handling grievances the company will notify the bargaining committee and the international representative, in writing, of such abuse and the union will make the necessary correction.
10. A chief steward or steward may handle grievances in an area other than his own when an area union representative is absent for the day. In such instances, the chief steward or steward shall notify his immediate foreman before leaving the department as to the department in which he will be.
11. No union representative will leave his regular district, area or building to handle union business without first notifying his immediate supervisor in each instance.
12. All union time will be recorded by the union representative with the timekeeper.
13. The shop clerical employees will be represented by a committeeman of their own choosing who will serve as a member of the grievance committee only at such times as the shop clerical employees may have a matter before the grievance committee.

Other representation for the shop clerical employees shall be resolved by the mutual agreement of the personnel manager and the union grievance committee.

14. The shop clerical employees will be represented by a committeeman who will serve as a member of the bargaining committee at such times that any matter pertaining directly or indirectly to the employees covered by this agreement is negotiated or discussed.

Index of Clauses

<u>Employer and Union</u>	<u>Clause No.</u>
Studebaker-Packard Corp. ----- International Union, United Automobile, Aircraft & Agricultural Implement Workers of America	1
Armour and Co. ----- United Packinghouse Workers of America	2
Youngstown Sheet and Tube Co. ----- United Steelworkers of America	3
Colgate-Palmolive Co. ----- Employees Association, Inc. of Colgate-Palmolive Co.	4
Studebaker-Packard Corp. ----- International Union, United Automobile, Aircraft & Agricultural Implement Workers of America	5
American Oil Co. ----- Oil, Chemical and Atomic Workers International Union	6
Bohn Aluminum and Brass Corp. ----- International Union, United Automobile, Aircraft & Agricultural Implement Workers of America	7
Goodyear Aircraft Corp. ----- International Union, United Automobile, Aircraft & Agricultural Implement Workers of America	8
Douglas Aircraft Co., Inc. ----- The Southern California Professional Engineering Association	9
American Cyanamid Co., Bound Brooks Plant ----- International Chemical Workers Union	10
Massachusetts Institute of Technology ----- M. I. T. Employees Union	11
Sunbeam Corp. ----- International Association of Machinists	12
Pullman Standard Car Manufacturing Co. ----- United Steelworkers of America	13
Studebaker-Packard Corp. ----- International Union, United Automobile, Aircraft & Agricultural Implement Workers of America	14
Minnesota Mining and Manufacturing Co. ----- Oil, Chemical and Atomic Workers International Union	15
The Dayton Rubber Co. ----- United Rubber, Cork, Linoleum and Plastic Workers of America	16
Birdsboro Steel Foundry and Machine Co. ----- United Steelworkers of America	17
Kroehler Manufacturing Co. ----- Upholsterers' International Union of North America	18
General Fireproofing Co. ----- United Steelworkers of America	19
Commonwealth Edison Co. ----- International Brotherhood of Electrical Workers	20
Standard Oil Co. (Indiana) ----- Central States Petroleum Union	21
Robbins and Myers, Inc. ----- International Union, United Automobile, Aircraft & Agricultural Implement Workers of America	22

Index of Clauses—Continued

<u>Employer and Union</u>	<u>Clause No.</u>
Auto Specialties Manufacturing Co. ----- International Union, United Automobile, Aircraft & Agricultural Implement Workers of America	23
CBS-Hytron ----- International Union of Electrical, Radio and Machine Workers	24
Edwin L. Wiegand Co. ----- International Union, United Automobile, Aircraft & Agricultural Implement Workers of America	25
Otis Elevator Co. ----- International Union of Electrical, Radio and Machine Workers	26
Sperry Corp., Ford Instrument Division ----- International Union of Electrical, Radio and Machine Workers	27
Kimberly-Clark Corp. ----- International Brotherhood of Pulp, Sulphite and Paper Mill Workers; and the United Papermakers and Paperworkers	28
Southwestern Bell Telephone Co. ----- Communications Workers of America	29
Aluminum Company of America ----- Aluminum Workers International Union	30
Commonwealth Edison Co. ----- International Brotherhood of Electrical Workers	31
American Foundry Co., Inc. ----- International Union, United Automobile, Aircraft & Agricultural Implement Workers of America	32
Underwood Corp.-Hartford Works ----- International Association of Machinists and Metal Polishers, Buffers, Platers and Helpers International Union	33
The Cleveland Electric Illuminating Co. ----- Utility Workers Union of America	34
Greenlee Bros. and Co. ----- International Association of Machinists	35
The Martin Co. ----- International Union, United Automobile, Aircraft & Agricultural Implement Workers of America	36
The Oliver Corp. ----- International Union, United Automobile, Aircraft & Agricultural Implement Workers of America	37
The Murray Company of Texas, Inc., Boston Gear Works Division ----- United Steelworkers of America	38
General Electric Co. ----- Hanford Atomic Metal Trades Council	39
CBS-Hytron ----- International Union Electrical, Radio and Machine Workers	40
Crane Co. ----- United Mine Workers of America, District 50	41
Dana Corp. ----- International Union, Allied Industrial Workers of America	42
Republic Aviation Corp. ----- International Association of Machinists	43

Index of Clauses—Continued

<u>Employer and Union</u>	<u>Clause No.</u>
General Aniline and Film Corp. ----- Distillery, Rectifying, Wine and Allied Workers International Union of America	44
The Jeffrey Manufacturing Co. ----- International Association of Machinists	45
Atlas Powder Co. ----- United Mine Workers of America, District 50	46
General Motors Corp. ----- International Union, United Automobile, Aircraft & Agricultural Implement Workers of America	47
General Electric Co. ----- United Electrical, Radio and Machine Workers of America	48
The B. F. Goodrich Co. ----- International Union of the United Rubber, Cork, Linoleum, and Plastic Workers of America	49
Goodyear Aircraft Corp. ----- International Union, United Automobile, Aircraft & Agricultural Implement Workers of America	50
City of Detroit—Department of Street Railways ----- American Federation of State, County and Municipal Employees	51
Weirton Steel Co. ----- Independent Steelworkers Union	52
Midvale-Heppenstall Co. ----- Federal Labor Union No. 18887	53
The Connecticut Light and Power Co. ----- International Brotherhood of Electrical Workers	54
Midvale-Heppenstall Co. ----- Federal Labor Union No. 18887	55
Baldwin Lima-Hamilton Corp., Standard Steel Works Division ----- United Steelworkers of America	56
A. E. Staley Manufacturing Co. ----- International Union, Allied Industrial Workers of America	57
International Harvester Co. ----- International Union, United Automobile, Aircraft & Agricultural Implement Workers of America	58
Trailmobile, Inc. ----- International Union, United Automobile, Aircraft & Agricultural Implement Workers of America	59
American Bosch Arma Corp., Arma Division ----- International Union of Electrical, Radio and Machine Workers	60
Mack Manufacturing Corp. ----- International Union, United Automobile, Aircraft & Agricultural Implement Workers of America	61
Johnson Bronze Co. ----- International Union, United Automobile, Aircraft & Agricultural Implement Workers of America	62
Standard Oil Co. (Indiana) ----- Central States Petroleum Union, Local No. 101 of Sugar Creek, Mo.	63
Allis-Chalmers Manufacturing Co. ----- International Union, United Automobile, Aircraft & Agricultural Implement Workers of America	64

Index of Clauses—Continued

<u>Employer and Union</u>	<u>Clause No.</u>
Sperry Rand Corp., Remington Rand Division ----- International Union of Electrical, Radio and Machine Workers	65
Celanese Corporation of America ----- Textile Workers Union of America	66
Joy Manufacturing Co. ----- United Steelworkers of America	67
Gulf Oil Corp. ----- Oil, Chemical and Atomic Workers International Union	68
Ex-Cell-O Corp. ----- International Union, United Automobile, Aircraft & Agricultural Implement Workers of America	69
Electric Auto-Lite Co. ----- International Union, United Automobile, Aircraft & Agricultural Implement Workers of America	70
American Cyanamid Co., Bound Brook Plant ----- International Chemical Workers Union	71
Spaulding Fibre Co., Inc. ----- International Association of Machinists	72
Chase Brass and Copper Co., Inc. ----- International Union, United Automobile, Aircraft & Agricultural Implement Workers of America	73
A. E. Staley Manufacturing Co. ----- International Union, Allied Industrial Workers of America	74
Pacific Telephone and Telegraph Co. ----- International Brotherhood of Electrical Workers	75
Simmons Co. ----- Federal Labor Union No. 18456	76
U. S. Steel Corp., Consolidated Western Steel Division ----- United Steelworkers of America	77
Simpson Logging Co. ----- International Woodworkers of America	78
The Rath Packing Co. ----- United Packinghouse Workers of America	79
Scott and Williams, Inc. ----- United Steelworkers of America	80
Gulf Oil Corp. ----- Oil, Chemical and Atomic Workers International Union	81
Armour and Co. ----- The Amalgamated Meat Cutters and Butcher Workmen of North America	82
Swift and Co. ----- United Packinghouse Workers of America	83
Otis Elevator Co. ----- International Union of Electrical, Radio and Machine Workers	84
Laclede Steel Co.—Alton Works ----- United Steelworkers of America	85
Pittsburgh Steel Foundry Corp. ----- United Steelworkers of America	86

Index of Clauses—Continued

<u>Employer and Union</u>	<u>Clause No.</u>
Kearfott Manufacturing Corp. ----- International Union, United Automobile, Aircraft & Agricultural Implement Workers of America	87
Goodyear Aircraft Corp. ----- International Union, United Automobile, Aircraft & Agricultural Implement Workers of America	88
Armco Steel Corp. ----- Armco Employees Independent Federation, Inc.	89
Corn Products Refining Co. ----- Oil, Chemical and Atomic Workers International Union	90
Allis-Chalmers Manufacturing Co.—LaPorte Works ----- International Union, United Automobile, Aircraft & Agricultural Implement Workers of America	91
Koppers Co., Inc. ----- International Association of Machinists	92
Aluminum Industries, Inc. ----- United Steelworkers of America	93
Yale and Towne Manufacturing Co. ----- International Association of Machinists	94
Chase Brass and Copper Co. ----- International Union, United Automobile, Aircraft & Agricultural Implement Workers of America	95
American Bosch Arma Corp., American Bosch Division ----- International Union of Electrical, Radio and Machine Workers	96
Lockheed Aircraft Corp., Missile Systems Division ----- International Association of Machinists	97