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**MAJOR  
COLLECTIVE  
BARGAINING  
AGREEMENTS**

**SENIORITY IN  
PROMOTION AND  
TRANSFER  
PROVISIONS**

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**Bulletin 1425-11**

March 1970



**U.S. DEPARTMENT OF LABOR**  
BUREAU OF LABOR STATISTICS

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**U.S. DEPARTMENT OF LABOR**

**George P. Shultz, Secretary**

**BUREAU OF LABOR STATISTICS**

**Geoffrey H. Moore, Commissioner**

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## Preface

This bulletin is the 11th in a series of studies prepared by the Bureau of Labor Statistics designed to survey the entire scope of the collective bargaining agreement. Previous reports in this series are listed on the last page of this bulletin.

This report analyzes the rules for promotions and transfers that have been developed within the framework of collective bargaining. It describes the methods employees may use to apply for openings, and the criteria used to select from among those eligible. The study emphasizes the role of seniority in promotions and transfers, and the changes in seniority status which often accompany such moves.

The processes by which employees are selected for promotions and transfers are important to both companies and unions, for they may affect the efficiency and competitive position of the firm, the morale of the work force, and the economic and social position of individuals. Employers generally assert the right to select employees to fill vacancies, and to determine the criteria for selection; unions, on the other hand, normally are concerned with the right of workers to request and receive fair consideration for job opportunities. The seemingly disparate goals of the parties, usually centering on the issue of ability versus seniority or length of service, are resolved in a variety of ways in collective bargaining agreements.

This study, like earlier ones, is based on virtually all major collective bargaining agreements, covering 1,000 workers or more, exclusive of railroad, airline, and government agreements. All agreements used were drawn from a current file maintained by the Bureau for public and government use, in accordance with Section 211 of the Labor Management Relations Act of 1947.

The contract clauses quoted in this report and identified in an appendix are not intended as recommended or model clauses. The classification and interpretation of clauses reflect our understanding as technicians, not necessarily that of the parties who negotiated them.

This bulletin was prepared in the Office of Wages and Industrial Relations by Winston L. Tillery and William V. Deutermann, Jr., of the Division of Industrial Relations.



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# Seniority in Promotion and Transfer Provisions

## Chapter I. Introduction

For the employee as well as the employer, the rules and procedures governing promotions and transfers are among the most important and often the most complex provisions in collective bargaining agreements. Such provisions represent the efforts of negotiators to achieve equitable and workable arrangements, by balancing the rights of employers to use employees in the most efficient manner, and the rights of employees to request and receive fair consideration for higher paid or more desirable jobs.

A promotion is a movement to a higher paid or more responsible job. A transfer is any other movement between jobs, including lateral shifts to work of generally similar pay and duties, as well as demotions.<sup>1</sup> In larger establishments, promotions and transfers occur routinely to fill openings created by quits, retirements, changes in the volume or methods of production, or other causes.

In general, employers consider promotions or transfers to be a managerial prerogative. In management's view the selection of employees should be based on merit and ability rather than seniority, except where the qualifications of the employees being considered are relatively equal. Promotions or transfers based only on seniority may stifle individual employee initiative and impair the efficiency of operations and the competitive position of the company. Management discretion in such actions ensures placement of employees on tasks for which they are best suited, and facilitates the hiring and retention of skilled workers, who often refuse to start at the bottom of the wage ladder.

Unions, on the other hand, are likely to question management's ability to judge accurately the relative qualifications of employees, and claim seniority based on length of service to be more equitable and objective. The absence of generally accepted standards, unions maintain, will inevitably result in discrimination and favoritism. In addition, many unions contend that length of service in itself is a job right entitling senior employees to special consideration. By considering these seniority rights, companies can avoid dissatisfaction and worker grievances and can reward their most experienced and loyal workers.

The agreement provisions that formally reconcile these positions vary widely in scope and complexity; some are brief statements of policy, while others include in great detail the criteria for selection, procedures for requesting job changes, establishment of seniority in new units, the role of the union, and many other aspects of the promotion and transfer processes.

Harmonious relations do not necessarily require that each phase of the promotion and transfer process be spelled out in the agreement. In fact, the most detailed provisions cannot cover every conceivable situation. The paucity of detail in many agreements suggests that companies and unions often limit the formal provisions to problems that have arisen frequently or are expected to arise, and may supplement these provisions with informal understandings based on past practices.

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<sup>1</sup> Demotions involving disciplinary action and other involuntary transfers were excluded from the study.

### Related studies

This study is concerned with seniority in promotion and the voluntary transfer of workers within a plant. A previous study (Bulletin 1425-10) analyzed inter-plant transfer arrangements. Other studies in this series relevant to promotion and transfer have dealt with grievance and arbitration procedures and with management rights. Subsequent reports will discuss the role of seniority in layoff, recall, and work sharing, and the administration of seniority; emphasis will be on ways seniority may be acquired, lost, and modified.

### Scope of study

For this study of promotion and transfer procedures, the Bureau examined 1,851 major collective bargaining agreements, each covering 1,000 workers or more, representing nearly all agreements of this size in the United States, except those in railroad and airline industries, and in government. These agreements applied to more than 7.5 million workers, or nearly half the total coverage of collective bargaining agreements outside the excluded industries. Of these, 4.2 million workers covered by 1,041 agreements were in manufacturing, and 3.4 million workers, covered by 810 agreements were in nonmanufacturing. Most of these agreements were in effect during the 1967-68 period. All were examined for promotion and transfer provisions, for the methods and criteria used to select employees, and for the role of seniority in such actions.<sup>2</sup>

A more intensive and detailed examination of promotion and transfer provisions was made in a sample of 475 agreements, covering 2.2 million workers. The sample included every fourth agreement in each industry in descending order of employment.

Clauses were selected for quotation in this report to illustrate either typical procedures or the variety of ways in which the negotiators handled a specific situation. The clauses are numbered and the agreements from which they were taken are identified in appendix B. When necessary, minor editorial changes were made to enhance clarity or to omit irrelevant wording.

In appendix A, several promotion-transfer clauses are reproduced in their entirety.

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<sup>2</sup> The study has excluded two types of promotion provisions—those concerned only with formal apprenticeship or training programs, and those concerned only with promotions and transfers to jobs outside the bargaining unit. Entrance into and progress in apprenticeship programs are based on criteria other than seniority as are promotions or transfers to jobs outside the bargaining unit (often to supervisory positions). A sample of agreements, however, was examined to determine the effect on seniority of moves from and returns to the bargaining unit.

## Chapter II. Promotions

### Prevalence of promotion provisions

Of the 1,851 major collective bargaining agreements examined, 1,201, covering about 4.8 million workers, contained a wide variety of promotion provisions (table 1). Forty multiplant or multiemployer agreements, covering a quarter of a million workers, indicated that procedures were to be worked out in local negotiations while an additional 48, covering nearly 175,000 employees, referred to promotions but contained no detail and therefore could not be analyzed.<sup>1</sup>

In both absolute and relative terms, promotion provisions occurred more frequently in manufacturing than in nonmanufacturing agreements (table 1). Ninety percent of the manufacturing agreements included promotion clauses, compared with 43 percent in nonmanufacturing. In all but two major manufacturing industries, as well as in utilities, mining, retail trade, and communications in nonmanufacturing, promotion provisions were found in at least two-thirds of the agreements studied.

Promotion provisions were present in less than one-half the agreements in five major industries. In these industries, association or other multiemployer (industry/area) agreements predominated, and promotion procedures in some instances may have been matters for negotiation by individual employers. In addition, substantial sectors of these industries are characterized by a labor force that makes promotion provisions unnecessary or impractical. These industries have one or more of the following characteristics: (1) Sharply differentiated skills and upward movement to journeyman status through apprenticeships, (2) labor agreements covering a single occupation, where no promotion (within the bargaining unit) is possible, and (3) relatively high enterprise mortality, employee turnover, or sporadic or seasonal employment, making the use of seniority inapplicable.

Promotion provisions were more common in single company than in multi-company agreements. They were found in about 95 percent of the single-firm agreements, but somewhat under one-half the industry/area agreements, and approximately 30 percent of those covering associations.

Type of agreement	Total			Manufacturing			Nonmanufacturing		
	Agreements	Reference to promotion		Agreements	Reference to promotion		Agreements	Reference to promotion	
		Number	Percent		Number	Percent		Number	Percent
Total-----	1,851	1,289	69.6	1,041	937	90.0	810	352	43.5
Single company-----	1,098	1,043	95.7	832	822	98.8	266	221	83.1
Association-----	606	178	29.4	167	84	50.3	439	94	21.2
Industry/area-----	147	68	46.3	42	31	73.8	105	37	35.2

Agreements covering 5,000 or more workers were slightly less likely to contain a promotion provision than those covering a smaller number of workers. To a large extent this may be explained by the greater prevalence of association and industry/area agreements covering 5,000 or more workers.

<sup>1</sup> Excluded from this group were a small number of agreements containing wage schedules or job classification tables that implied the possibility of upward movements; no mention was made of promotions. Similarly excluded were a few master agreements that made all seniority rules (possibly including those applying to promotions) subject to local negotiation.

Size of bargaining unit	Total		Reference to promotion		Percent	
	Agree-ments	Workers (in thousands)	Agree-ments	Workers (in thousands)	Agree-ments	Workers
Total -----	1,851	7,529.4	1,289	5,179.9	69.6	68.8
1,000-4,999 workers-----	1,533	2,890.1	1,101	2,033.0	71.8	70.3
5,000-9,999 workers-----	188	1,243.6	106	722.5	56.4	58.1
10,000 or more workers -----	130	3,395.7	82	2,423.4	63.1	71.4

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

Many unions are organized, in major part, in a particular industry and accordingly, the prevalence of promotion clauses by union closely paralleled that by industry. The agreements of nearly all unions whose principal organization was in manufacturing contained promotion provisions, while such provisions were rare in building trades and Garment Workers agreements. The prevalence of these clauses in the agreements of selected major unions is shown below.

Union	Total		Total with promotion provisions <sup>1</sup>		Percent with promotion provisions	
	Agree-ments	Workers (in thousands)	Agree-ments	Workers (in thousands)	Agree-ments	Workers
Automobile workers-----	126	1,017.7	125	1,012.7	99.2	99.5
Teamsters-----	166	760.6	102	477.1	61.4	62.7
Steelworkers-----	130	631.4	130	631.4	100.0	100.0
Communications workers ----	48	407.6	48	407.6	100.0	100.0
Carpenters-----	77	319.5	13	22.4	16.9	7.0
Machinists-----	92	306.2	86	295.0	93.5	96.3
Electrical (IBEW)-----	101	258.8	87	227.1	86.2	87.8
Electrical (IUE)-----	34	196.6	34	196.6	100.0	100.0
Retail clerks-----	49	172.3	32	109.4	65.3	63.5
Meat cutters-----	50	136.0	34	89.8	68.0	66.0
Hotel and restaurant-----	40	120.3	12	27.3	30.0	22.7
Service employees-----	29	108.5	15	78.3	51.7	72.2
Rubber workers-----	23	108.3	20	49.0	87.0	45.2

<sup>1</sup> Including those subject to local negotiations.

### Factors in Promotion

Most of the agreements having promotion provisions included comprehensive rules governing eligibility for promotion, and the criteria to be used in selecting an employee from among those eligible. Eligibility was usually restricted, at least initially, to regular employees working in the unit in which the promotion was to be made. The final selection of an employee from among those eligible was commonly based on a combination of seniority and other factors such as skill and ability.

Role of seniority. As illustrated below, many agreements defined seniority to mean length of service only:<sup>2</sup>

- (1) Seniority as used herein is defined as the right accruing to employees through length of service which entitles them to certain considerations and preferences as provided for in this contract. Seniority shall mean the length of continuous service an employee has with the company beginning with the date he was employed.

<sup>2</sup> An employee's seniority rights for particular purposes and his length of company service are not necessarily the same. Some agreements have more than one type of seniority, each applicable to a different unit, or in different situations.

However, a few agreements defined seniority differently, for instance, as a combination of length of service and other factors, but with no specific weight assigned to any element:

- (2) "Seniority" as that term is used herein shall consist of the following factors: (a) Length of continuous service, (b) qualifications and ability, and (c) physical fitness.

Of 1,201 agreements containing promotion details, 93 percent (1,112), covering 95 percent of the workers, indicated that seniority would be considered in making promotions (table 2), but more often than not in combination with other factors, such as skill, merit, aptitude, etc. Promotion provisions based only on seniority, frequently considered impracticable by management and some unions for any but the most routine jobs or narrowest skills, were relatively rare. Such clauses occurred in only about 3 percent of the agreements having seniority provisions, and involved less than 2 percent of the workers. In many of the clauses the area of competition appeared to be narrow:

- (3) Employees shall have the right to advance to higher paying jobs and new jobs, of a nonsupervisory nature, when vacancies occur in their department, in the order of their seniority.
- (4) When a job is to be filled in any department, such job shall be awarded by the company to the employee with the greatest seniority in a lower classification in that department. The employee so awarded the job shall have the option of accepting or declining the job, and shall lose no rights in his department as a result of his decision. Should he decline to accept the job, it will then be awarded to the employee in a lower classification in that department who is next in seniority, and this procedure will be followed until the job is filled. . . .
- (5) When new jobs are created, or when vacancies occur and transfers become necessary, such jobs shall be posted for at least 3 days. Employees desiring these jobs shall sign such posted notice. The employee who has the longest service record with the company shall have a chance to try out for such job or transfer and shall have up to 30 days' trial, depending on the skill required for the job:

Seniority often was cited as the principal factor to be considered, but the employee selected also was required to meet certain minimum standards of performance. If the senior employee could meet these standards, he would presumably receive the promotion although more qualified employees were available:<sup>3</sup>

- (6) Job vacancies shall be filled on the basis of seniority, providing the employee has the physical fitness, knowledge, skill and efficiency to perform the job.
- (7) In all cases of promotion, the following factors shall be considered: (a) Length of service, and (b) ability to perform the work.
- In determining factor b, an employee with longer continuous service shall not be compelled to show that he has the highest rating in this factor; it will be sufficient for him to show that he has average rating. . . .
- (8) When a vacancy exists in a job classification covered by the contract, and the senior applicant for the job can meet the standards and qualifications required to perform that particular job competently, the senior applicant for the job, who meets the above requirements, shall be offered the promotion, even though the senior applicant cannot meet the requirements for the next higher job, and may not be the most competent applicant for the job.

Provisions of this nature were found in 4 of each 10 agreements in which seniority was a factor, but applied to only 2 of 10 workers. In the larger agreements the complexity of departmental and occupational organization often requires criteria

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<sup>3</sup> The distinction between clauses specifying seniority as the sole factor and those with seniority as the primary factor is likely to be slight. Both types of clauses suggest that the senior employee may be given a trial period during which his fitness for the job will be determined.

Under clauses where seniority is a secondary consideration, the senior employee may not be permitted a trial period if the qualifications of a junior employee are clearly superior.

other than seniority. Of 13 agreements involving 50,000 workers or more, none made seniority the sole or the determining factor. Agreements assigning seniority a dominant role were more prevalent in manufacturing than in nonmanufacturing industries.

In two-fifths of the agreements, covering one-half of the workers, seniority applied only if other qualifying factors were relatively equal among the employees being considered for promotion:

- (9) It is recognized that in making promotions from one job covered by this agreement to another job covered by this agreement, consideration shall be given by the employer first, to ability and physical fitness, and second, to length of service. It is understood, however, that other things being equal, seniority shall prevail.
- (10) When there is an opening to be filled by promotion, employees in that division shall be considered on the basis of their seniority and job qualifications. When job qualifications are approximately equal, then the employee with the greatest seniority shall be given the opportunity. Only in the event an employee with less seniority has superior job qualifications shall he be entitled to the promotion. . . .
- (11) When a vacancy occurs in one of the higher rate crafts, employees with seniority shall be given full consideration before an appointment is made; however, seniority shall not be the governing factor and shall not prevent the transfer or appointment of an employee with less seniority, whose ability and qualifications are greater than that of the senior employee under consideration for the work in the higher rate job. . . .

A few agreements provided that seniority and other factors would be considered equally<sup>4</sup> when making promotions:

- (12) Seniority of service by classification shall prevail among all the employees of the employer. Seniority, skill, and ability will be considered equally in the filling of any vacancy or promotion within each unit classification. Seniority shall be based upon the employees' continuous length of service.
- (13) Seniority, experience, needs of the business, skill and ability shall be considered equally in the filling of any vacancy or promotion within each unit.

In 15 percent of the 1,112 agreements, both seniority and other factors were mentioned, but there was no indication of the weight attached to any single factor. Such clauses, found in many industries, often may be made purposely ambiguous to provide greater flexibility in dealing with varying situations:

- (14) In giving preference for promotion or advancement, the company shall consider, among other things, departmental seniority of service, ability and competence. . . .
- (15) It is agreed that for the purpose of promotion, demotion and transfer of employees covered by this agreement, the company will give due regard to length of service and ability of the employees involved; and the general practice will be followed of promoting those who, by length of service and ability, shall be deemed to have earned promotion. . . .
- (16) Employees eligible for said promotion may promptly apply for said vacancy. The employer, in his sound discretion, which shall not be arbitrarily abused, may then attempt to fill the position from those eligible after considering the following factors: Seniority, work record, ability to perform, and miscellaneous.

Additional flexibility was obtained in a small number of agreements by assigning seniority a greater weight for promotions within narrow areas or at the lower end of the job structure, but a lesser weight in promotions in broader areas or into higher level jobs:

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<sup>4</sup>

The administration of these arrangements was generally not specified.

- (17) The determining factors in making a promotional transfer to labor grades 5 through 10 shall be merit, capacity and ability, except that, where the employees to be considered therefore have relatively equal qualifications in such respects, seniority shall be the determining factor.

The determining factor in making a promotional transfer to labor grades 1 through 4 shall be seniority provided that the employee with the most seniority is physically able to perform the work.

- (18) Seniority coupled with related skill within an occupation shall be the determining factor in the choice of an employee for a job within such occupation. For jobs not within an occupation, skill, and ability to perform the work shall be the first factor to be considered in the choice of an employee for the job, but if there is no difference in ability, seniority shall govern.

No role was assigned to seniority in 89 agreements having promotion provisions. Agreements without seniority standards appeared frequently in the apparel and printing and publishing industries, and may be attributed to industry characteristics discussed earlier on page 3.

Agreements covering white-collar employees were less likely to assign seniority an important role than those covering blue-collar workers (table 3). Nearly 42 percent of the 967 blue-collar agreements identified seniority as the most important element in promotions, compared with 15 percent in 110 white-collar agreements. Fifteen of 33 promotion provisions applying only to professional, technical, or sales personnel made no reference whatsoever to seniority. Agreements that applied only to clerical workers were more likely to mention seniority, but usually as a second consideration.

Seniority was rarely a factor in promotions to supervisory and other positions outside the bargaining unit, and many agreements specifically stated that the seniority provisions did not apply to such promotions. A small number of agreements, however, did indicate seniority would be considered:

- (19) The company shall give due consideration to senior employees covered by this agreement when filling supervisory positions outside the bargaining unit.

Nonseniority factors. Nine-tenths of the agreements having promotion provisions, covering the same proportion of workers, stipulated that factors in addition to seniority would be considered:<sup>5</sup>

Type of agreement	Agreements	Workers (in thousands)
Total agreements with promotion details ---	<sup>1</sup> 1, 201	<sup>1</sup> 4, 755. 6
Total agreements with nonseniority factors -----	1, 080	4, 264. 5
Skill and ability -----	792	3, 116. 4
Physical fitness -----	242	993. 5
Education or training -----	97	294. 2
Tests or examinations -----	49	114. 4
"Qualifications" <sup>2</sup> -----	370	1, 329. 2
Other -----	33	143. 4
Total agreements without nonseniority factors ----	121	491. 1

<sup>1</sup> Nonadditive: Some agreements specified more than 1 nonseniority factor.

<sup>2</sup> Not further defined.

The nonseniority factors most frequently encountered—skill and ability—occurred in about three-fourths of the agreements. The two standards were the sole nonseniority qualifications in 37 percent of the agreements, covering about 40 percent of the workers, and appearing more frequently in manufacturing than in nonmanufacturing agreements.

<sup>5</sup> Four agreements cited nonseniority criteria only. In addition to 36 agreements citing seniority only, 85 others gave some details of the promotion process, but did not specify the criteria for selection.

- (20) In cases of promotion, management will take into consideration seniority and ability; and when all the factors that constitute ability are relatively equal, then seniority shall prevail. In considering the factor of ability, the capabilities to satisfactorily perform the job in question is normally qualifying. However, it is recognized that in making promotions to jobs higher up in a line of progression requiring supervisory qualifications, leadership must also be considered a factor of ability.
- (21) When a new job is created or when a permanent vacancy occurs in a department during the normal operations, the senior employee in the department capable of performing the work will be given preference in filling such vacancy—capability of the employee to be determined by plant management and plant committee. . . .
- (22) Length of service shall govern in all cases of . . . promotions . . . , where: (a) Ability, skill and efficiency, and (b) knowledge (of assigned and related duties) are relatively equal. . . .

Occasionally, the factors considered as an indication of an employee's ability were enumerated. A few clauses defined ability as including other nonseniority factors: <sup>6</sup>

- (23) In matters affecting promotion, demotion, and transfer of employees . . . the following factors shall be given consideration: (a) Plant seniority and (b) ability (skill, efficiency, knowledge, physical fitness, and training).
- (24) Seniority shall govern subject to fitness and ability. The determination of fitness and ability shall be the exclusive right and responsibility of the company, provided that in the event an employee feels that he has been discriminated against, he may present a complaint under the grievance procedure. . . .

In cases where the candidates have approximately the same qualifications for the job under consideration, the senior candidate will be selected. . . .

In the measurement of fitness and ability of an employee, consideration will be given to the following qualifications: (a) Has the necessary physical qualification to do the work, (b) has had experience related to the job, (c) performs his work in the manner in which the company requires it to be done, (d) cooperates with his supervisors in doing the work, (e) observes the rules and regulations of the company, (f) protects the property and interests of the company, (g) reports for work with promptness and regularity, (h) works in harmonious relationship with his fellow workers, (i) possesses the necessary capacity to perform the required duties of the job in question and (j) attitude toward advancement and assumption of additional responsibility.

Physical fitness was cited as a nonseniority factor in promotion in slightly fewer than one-fourth of the agreements and involved about the same proportion of workers. Because of the requirements of the jobs, relatively few physical fitness clauses appeared in nonmanufacturing agreements or in those covering white-collar employees. This factor was found generally in combination with other nonseniority factors:

- (25) For promotions and layoffs, the following factors shall be considered: (a) Length of continuous service, (b) ability to perform the work, and (c) physical fitness.
- (26) The company, in all cases of promotion . . . shall be governed by length of continuous service (seniority), ability, skill, attendance, conscientiousness of performance, and physical fitness, provided that the application of this method, in the opinion of the plant superintendent, does not impair the efficiency of any of the plant operations.

When factors b and c are relatively equal, length of continuous service shall govern. It is understood and agreed, however, that the factor "physical fitness" as used above, is not intended to be applied to the age of employees.

Training, or rarely, education, usually accompanied by other nonseniority requirements, was a promotion element in 9 percent of the agreements:

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<sup>6</sup> These are included in other totals.



- (27) Promotion may be made by the company taking into consideration the following 3 factors and where factors b and c are relatively equal, length of service shall govern: (a) Length of service, viz; seniority, (b) knowledge, training, ability, skill, and efficiency, and (c) physical fitness.
- (28) It is understood and agreed that in all cases of promotion of filling of permanent or temporary vacancies which are required to be posted, and increase or decrease of forces, the length of continuous service shall be the governing factor, however, the employee must have the ability and physical fitness to perform the normal requirements of the new job. In determining an employee's ability and physical fitness to perform the normal requirements of the new job, consideration will be given to job experience, related job experience, education and/or natural ability.

About 5 percent of the agreements stated that tests would be used to select employees for promotion. In most instances this factor was one among several qualifying elements. Where the factors to be tested were specified, the content of the tests appeared to be a management prerogative:

- (29) Where possible and practical personnel tests of ability and aptitude will be used in helping determine qualifications of employees. Such tests will not be unreasonable nor discriminatory in nature. Employees who meet the minimum requirements of such tests and who have the greatest seniority within their priority group shall be selected for promotion. . . .
- (30) Qualifications and requirements for jobs shall be established in the order of their importance by management, and for jobs of identical content shall be uniform throughout the company. At no time will the qualifications for any particular job be designed to fit any one particular individual, and in all cases qualifications and requirements shall be established prior to declaration of the vacancy. The company may use tests to assist in the determination of the employee's qualifications. The form, content, and administration of such tests shall be at the sole discretion of the company and shall not be subject to the grievance or arbitration provisions hereof.
- (31) Except where otherwise agreed, when employees are selected for upgrading to higher rated job openings, such selection will be made within each area unit on the basis of seniority and qualifications. Qualifications being equal, selection will be made by seniority. ("Qualifications" as used herein means such qualifications as training, skill and ability, efficiency, dependability and physical fitness.) In determining the qualifications of employees to be upgraded, tests may be given to verify such qualifications. The union agrees to recognize test results as factors in such determination.

In about a third of the agreements, where reference was made to nonseniority factors, the specific items to be considered were not indicated. In most of these provisions, candidates for promotion were to be considered on the basis of their "qualifications," or if "qualified" for the job:<sup>7</sup>

- (32) The company, in selecting employees for promotion to positions within the bargaining unit, agrees to adhere to the principle that the primary factors governing such selections will be the qualifications of the candidates being considered. The individual best qualified for a given position will be selected; however, where the qualifications of two or more employees are substantially equal, the employee with the greatest amount of seniority (as determined by net credited service) will be selected.
- (33) In promoting employees to jobs coming within this agreement, employer shall have the right to select qualified persons, but as between equally qualified persons, preference shall be given according to seniority.

Of the agreements citing "qualifications," nearly a third mentioned other more specific factors as well:

- (34) The principles of seniority shall govern in promotions, layoffs, demotions, filling vacancies, transfers and rehiring, provided that the employee has the necessary qualifications, dependability and ability to perform the work properly and efficiently. It is recognized that ability to perform in accordance with job requirements shall include the ability to cooperate and work in harmony with fellow employees.

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<sup>7</sup> Since the word "qualifications" is all inclusive, in some instances the term may indicate the employee seeking promotion must pass a rather rigorous set of criteria to be promoted.

- (35) Employees with greater seniority shall be given preference where ability and qualifications of those being considered for the upgrading job are reasonably equal. Education qualifications shall not be considered in deciding whether ability and qualifications are reasonably equal when employees requesting a posted job are qualified to perform a job where the educational qualifications are as high or higher than those of the job being requested.

A number of agreements indicated that promotions would be made on the basis of qualifications, and enumerated the factors to be considered:<sup>8</sup>

- (36) Changes to preferable hourly paid jobs within a department shall be governed by departmental seniority, provided the employee has the necessary qualifications to perform the work. Qualifications to be construed as: (a) Necessary mental and physical ability to do the job satisfactorily, and (b) the necessary training and experience to perform the essential duties of the job either immediately or after a break-in period of 1 to 2 weeks.
- (37) In filling of new jobs and job vacancies or in making promotions within the classifications covered by this agreement, seniority shall govern where qualifications as defined herein are sufficient. Qualifications shall be defined as follows: (a) Performance of work assigned in a manner as safe and economical as possible under the circumstances, (b) knowledge and experience, previously acquired, of the job to be filled. Temporary assignments made outside of seniority shall not be a qualifying factor, (c) cooperation with supervisors, (d) protection of the lawful interests of the company and (e) punctuality and observance of the rules and regulations of the company.

In a few agreements, the nonseniority factors to be considered varied and depended on the level of the job involved:

- (38) Jobs will be awarded on a plantwide basis according to seniority and qualifications as specified in this article.

Incentive jobs in class 4 shall be filled by seniority employees with minimum physical requirements.

Incentive jobs in classes 2 and 3 shall be filled by employees with either machine experience or by employees who have such basic requirements as knowledge of blueprint reading and use of measuring instruments.

Incentive jobs in class 1 shall be filled by employees with machine experience in classes 1, 2 or 3 or equivalent experience provided proof is submitted satisfactory to the company.

Skilled jobs shall be filled by qualified employees regardless of where such skills were acquired providing proof is submitted satisfactory to the company.

Semiskilled jobs shall be filled by employees with the basic requirements that are related to the job.

Although most nonseniority factors fell within the five categories, some agreements considered such items as proximity of residence, family status, attendance record, loyalty to the company, cleanliness and neatness or appearance and in a few cases American citizenship. Typical of such clauses is the following:

- (39) In all cases of promotion or increase or decrease of forces, decisions shall be made on the basis of the employee's length of continuous service, according to the seniority list agreed upon between the company and the union, on condition that such employee has the ability to do the work. Where relative lengths of service and relative abilities are equal, factors a, b and c govern in that order: (a) Length of continuous company service, (b) family status, number of dependents, and (c) place of residence.

In all cases, the seniority clause is to prevail by the job and department in question.

Certain combinations of nonseniority factors were relatively common. A combination of skill and ability and physical fitness occurred in 166 agreements, and was particularly common in the primary metals industry, as shown below:

Combinations of nonseniority factors	Agreements	Workers (in thousands)
Skill and ability, physical fitness -----	166	793.7
Skill and ability, qualifications -----	85	190.7
Skill and ability, physical fitness, education, or training ----	47	112.1
Skill and ability, education, or training -----	25	69.5
Skill and ability, tests -----	19	34.7
Other combinations (includes factors not indicated above) ----	34	216.3

<sup>8</sup> When appropriate, such factors are included in other totals.

Seniority unit. The size and nature of the units within which employees will be considered are important in promotion.

In the agreements studied, a wide variety of terms was used to identify the promotional units. Such terms were often meaningful only in a particular context, so that a detailed classification would be impracticable. Accordingly, the units were as far as possible classified in one or a combination of three major categories:

1. Job or occupational classification. This category, ordinarily the narrowest of the three types, includes any unit identified by occupation or type of work performed or definite line of progression.<sup>9</sup>

2. Subdivision of the plant. In this category the units are identified by area, product, or process smaller than a plant. "Department" was the term most frequently encountered in this study.

3. Plant.<sup>10</sup> This group includes provisions specifying the entire establishment in manufacturing, or its nearest equivalent in nonmanufacturing, as a promotional unit.

A number of agreements defined units along similar lines:

- (40) Mill means the entire manufacturing facility, at a particular location, in which the employees are covered by this agreement. Department means a section of a mill. Progression Ladder means a series of reasonably related jobs in a department in a mill.

In some promotions, the applicable seniority, rather than the organizational unit, was specified, as in the following clause:

- (20) Job seniority is defined as the length of unbroken service on a job within an established line of progression. All jobs on the same level within an established line of progression shall be considered as one job for the purpose of determining job seniority.

For purposes of efficiency and to minimize disruptions, most employers prefer to confine promotions, at least initially, within smaller units and jobs calling for identical or closely related skills; most unions prefer broader units permitting workers a wider range of promotions. Neither party is likely to take an unalterable stand on this issue, since there may be other considerations in particular situations: (1) Employers may want to extend eligibility to other groups if qualified employees are not available in the specified unit, and (2) many workers, particularly those with lesser seniority, support a promotion policy restricting applicants from outside units. In many instances, promotional rules satisfactory to both company and union have been obtained through "extension" clauses. Such clauses limit promotional opportunities initially to employees working within the units where the openings occur, but if employees do not apply or qualify for the vacancies, eligibility is extended to employees in other units. Forty-two percent of a sample of 475 agreements referring to promotional units, covering one-half of the workers, contained extension provisions, of which the following is illustrative:

- (41) When a vacancy occurs in any occupational family group after the upgrading procedure has been applied, consideration for the promotion shall be given employees in lower rated jobs as follows: (a) To the employee with the greatest seniority in the occupational family group who is employed in the department in which the vacancy occurs and who is qualified to perform the work and (b) to the employee with the greatest seniority in the occupational family group who is employed in a department other than that in which the vacancy occurs and who is qualified to perform the work.

More detailed clauses sometimes extended eligibility in steps to several successively larger units:

<sup>9</sup> Few agreements refer to the actual size of or number of workers in a unit. The terms "narrow" or "broad" are relative and do not necessarily describe all the units included in the category.

<sup>10</sup> Although some agreements permit interplant promotions, such arrangements were not included in this study.

- (42) Permanent job openings and newly created jobs shall be filled through transfer or advancement in the following order: (a) Permanent employees within the job classification shall be given first preference to a higher rated job . . . provided they can do the work. The employees with the greatest job seniority will be given preference, (b) next preference shall be given to the employees who have the greatest job seniority in the job classification in successive order above and below the job opening in a normal line of progression, provided they can do the work, (c) job openings not filled in the above manner, such as vacancies in jobs not in any normal line of progression or first step job classifications within normal lines of progression, shall be posted for 2 working days for bids from within the department. Preference will be given to the employee who has bid on the job and who has the greatest departmental seniority and is qualified to perform the job and (d) all jobs that cannot be filled from within the department shall be posted on the bulletin boards in all mills and departments for 3 working days and all employees shall be given an opportunity to apply for the job by affixing their name to the poster. Preference will be given to the employees with the greatest company seniority.

Of the 1,201 agreements having detailed promotion provisions, 70 percent (835) specified the units within which promotions were to be made, and an additional 5 percent indicated that such units were to be established through local negotiations.

Unit specified <sup>1</sup>	Agreements	Workers (in thousands)
Total-----	895	3,239.1
Job or occupational classification -----	185	607.5
Subdivision of plant -----	480	1,118.2
Plant -----	450	1,262.0
Not clear-----	20	72.5
Other-----	15	64.3
Subject to local negotiation-----	60	844.8

<sup>1</sup> Nonadditive: Some agreements specified more than 1 unit, almost in all instances through an extension provision.

Nearly one-half of the 185 agreements which specified job or occupational units made no reference to extending the area of consideration to other units:

- (43) When a permanent vacancy occurs in the next higher bracket in a line of progression on a seniority unit chart, the available employee in the next lower bracket who has the greatest length of service as posted on the seniority unit list and has the apparent ability to perform the work shall be afforded a trial period of 30 days worked in which to prove his ability to perform the work.
- (44) . . . Seniority shall be by job classification and grade. When there are 3 grades, grades 1 and 2 shall be combined for seniority. When there are only 2 grades, grades 1 and 2 shall be separated for seniority purposes. . . .

In case of upgrading within classifications, decrease or increase of forces, seniority shall govern wherever fitness and ability are relatively equal.

- (45) Related classifications shall be considered as those departments or groups of departments within the bargaining unit which contain jobs which require like skills and qualifications, which have payment and/or incentive plans which are generally similar, and between which departments or jobs it would be reasonable and practicable for the employer to transfer employees. . . .

When a higher rated approved regular job exists in a job and classification covered by this agreement the job shall be posted for 3 days so that interested employees within the related classification may apply and notice of such job opening shall be sent to the union.

- (46) Employees in each occupation within a department will constitute a seniority group, except where conditions require a different grouping. . . .

. . . Seniority, ability and fitness will govern advancement to a higher classification within any seniority group.

The remaining clauses in this category established the job or classification as the primary promotional unit, but also contained an extension provision:

- (47) If a vacancy occurs in a classification in any job title, such vacancy shall be filled on the basis of the criteria above from the employees in the classification immediately below the classification in which the vacancy exists. If there are no qualified employees employed in such lower classification, then the vacancy shall be filled in the same manner from the next lower classification. If there are no qualified employees employed in the job title in a classification in which the vacancy occurs, then the vacancy shall be filled from among such employees in other job titles who are qualified to do the work required.

- (48) In filling job openings above grade 1, employees considered for upgrading shall ordinarily be those within the same occupational group in the next lower grade, on the basis of seniority and qualification for the job to be filled. . . . Where no employee in the next lower grade is qualified for the job to be filled, the upgrading shall be made from the successively lower grades observing the same occupational group, seniority and qualification principles. The parties recognize that there may at times be exceptional cases in which upgradings which cross occupational group lines will be justified.

The plant subdivision was cited as a unit for promotion in 480 agreements, although fewer than one-half of the workers were covered by such provisions. In 243 agreements, the subdivision was the only unit indicated for promotion:

- (49) Departmental seniority shall be applied in determining promotions to higher-paying jobs, layoff for lack of work, and recall after layoff.
- (50) Departmental seniority shall apply as a determining factor . . . In determining eligibility for promotions within each department along with other qualifications; namely, ability, aptitude, efficiency, demonstrated performance while in the employment of the company, and physical fitness. When these qualifications are equal, departmental seniority shall be the controlling factor.

Most of the remaining provisions established the subdivision as the primary unit, but extended promotional opportunities plantwide if qualified workers were unavailable:

- (51) All permanent job vacancies or new jobs will be posted for 7 days departmentally and plantwide (gatehouse) for the information of employees. Such jobs will then be filled, from those applying, with the most senior employee in that department meeting the qualifications necessary to perform the job. If no departmental employee meets the qualifications or there are no applications from the department, the job will be filled in the same manner from the plantwide list of applicants.
- (52) In selecting employees for advancement to higher grade jobs careful consideration shall be given to logical candidates in the immediate and related work groups and to such candidates as have made known their desire to be transferred to such positions. When this does not make well qualified employees available, employees in other work groups or departments shall be given consideration insofar as practicable before engaging new employees.

The remaining subdivision clauses, almost without exception, established the subdivision as a secondary unit in combination with a job or occupational classification.

The plant was mentioned as a promotional unit in over one-half of the agreements, covering 39 percent of the workers. In two-fifths of these contracts the plant was made the primary or single promotional unit:

- (53) Seniority is defined as the length of continuous service of an employee with . . . and shall be applied on a plant-wide basis within the bargaining unit for all cases of promotion or demotion, increase or decrease in the working forces.
- (54) When notice of the vacancy has been posted, then any employee at work in the plant who deems himself capable of performing the job may make application for the job during the 48 hour posting period . . .

A small number of provisions granted preferential rights to certain senior employees outside the promotional unit in lieu of an extension provision:

- (55) Except where otherwise specifically agreed upon, an employee with at least 6 years continuous service shall have preference on a posted job over anyone with less than 24 months continuous service, even though he or she with 6 years of service is working outside of the department.

Rarely did agreements call for differing seniority units for separate groups of employees:

- (56) Seniority applicable to production employees shall be by division, except for skilled classifications. For skilled classifications, seniority shall be by classification (tool, die, maintenance and power-house).

A few agreements involving more than one union local gave preference to members of the bargaining unit within which the promotional opening was located:

- (57) Employees who are members of either local . . . may bid on any job which is posted plantwide, but qualified employees in the local within whose jurisdiction the posted job is located shall be given preference in filling the job, and, in any case, qualified non-probationary employees shall be given preference over probationary employees.

The weight given to seniority was designated in 866 of the 895 agreements mentioning promotional units, including those subject to local negotiation (table 4). There was little variation in the role of seniority in the units specified.

A slightly greater emphasis was placed on seniority as the sole or principal factor in agreements citing a subdivision of the plant as the primary unit and containing a provision for broadening to a plantwide basis. Such clauses tended to occur in smaller agreements, perhaps indicative of less complex organizations or more flexible occupational structures. In agreements (usually large) in which the units for promotion were subject to local negotiation,<sup>11</sup> seniority was in most cases given secondary consideration.

Tie breakers and rating sheets. Whenever a number of employees claim to be equally qualified for a promotion, disputes may arise which sometimes lead to formal grievances and, occasionally, to arbitration. Under certain conditions, these disputes may focus in length of service itself. Many agreements, accordingly, contain "tie-breaker" clauses to handle problems where two or more workers have the same seniority date:

- (58) In all cases where seniority based upon the same hiring date create a preference problem, such problem will be solved by the drawing of numbers under an appropriate supervisor.
- (59) Present lists for all people having a common seniority date will determine order of seniority for such individuals. In the future, individuals hired on the same day will be placed on the list in alphabetical order.

A few agreements stipulated that promotions were to be based on "rating sheets". These sheets, such as the one reproduced below, assign each employee a numerical rating which considers both length of service and competence factors. Few such rating sheets were included in the agreements studied, although in practice more may be in use. They represent efforts to introduce greater objectivity into the evaluation of nonseniority factors:

(60) **SENIORITY RATING SHEET**

Name	Dept.	No.	Date			Service Date		
			Mo.	Day	Yr.	Mo.	Day	Yr.

Previous Seniority Rating Sheet

Present job ---- Total credit in present unit ☐  
 Rated by ---- Foreman Checked by ---Supervisor  
 Approved by ----- Superintendent

**I. LENGTH OF SERVICE**

One point of credit allowed for each year of service.

Factor I Total Credit

**II. ATTENDANCE**

0 - 1 Absence ----- 4  
 2 - 3 " ----- 2  
 4 - 5 " ----- 1

**III. QUANTITY**

Dayworkers ----- 4  
 Above average ----- 2  
 Average  
 Bedaux workers  
 80 point hour and over ----- 4  
 70-79 point hour ----- 2

**IV. QUALITY**

A. To what degree is the product of the employee up to the department's accepted standard of quality?  
 1. Meets standard requirements Yes --1  
 2. Not more than occasionally below standard requirements Yes --1  
 B. Workmanship  
 1. Properly cares for tools, equipment, and materials Yes --1  
 Factor IV Total Credit -----

<sup>11</sup> Although 40 agreements indicated that all rules for promotion would be negotiated locally, a number of others reserved only specific rules for such negotiation.

### V. VERSATILITY ADAPTABILITY, SKILL

1. Satisfactorily performs two major jobs? Yes ----- 1
2. Satisfactorily performs three major jobs? Yes ----- 1
3. Has capacity to learn another job? Yes ----- 1
- Factor V Total Credit -----

### VI. COOPERATION

1. Is this person always willing to carry out instructions and requirement of job? Yes --- 1
2. Does this person notify supervision regarding conditions that reasonably require attention? Yes --- 1
3. Is this person one who does not offer excuses or alibis to avoid accepting his proper responsibilities? Yes --- 1
- Factor VI Total Credit -----
- TOTAL CREDIT (SENIORITY RATING) -----
- EMPLOYEE'S SIGNATURE -----
- DATE SIGNED -----

## Methods of Promotion

Employees may be selected for promotion in various ways. Agreements which had posting and bidding provisions usually required the employer to select, for promotion, from the group of employees who had expressed their interest in the vacancy. In other agreements, consideration for promotion was restricted to specific employees in a line of progression, and the decision was relatively "automatic." A few agreements gave the employer considerable leeway in choosing an employee for promotion.

In 322 agreements that indicated a single promotion method and seniority unit, a definite relationship was found between the type of seniority unit and the procedure used. The following table most clearly demonstrates the relationship.

Method specified	Unit specified							
	Total		Job or occupational classification		Subdivision of plant		Plant	
	Agree-ments	Workers (in thousands)	Agree-ments	Workers (in thousands)	Agree-ments	Workers (in thousands)	Agree-ments	Workers (in thousands)
Total <sup>1</sup> -----	322	997.6	51	197.5	148	355.1	123	445.1
Automatic consideration or progression -----	62	254.6	34	138.4	23	69.0	5	47.2
Post and bid -----	218	581.7	14	31.1	108	226.3	96	324.3
Employee request -----	42	161.4	3	28.0	17	59.8	22	73.6

<sup>1</sup> Limited to agreements in which both a single method and a single unit were specified.

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

Promotions at company discretion are not considered here because in these situations seniority, and hence, seniority units, are not a factor.

In general, the automatic consideration or progression method was confined to smaller or narrower units—usually within an occupational classification, a line of progression, or a job family. This method becomes increasingly difficult or impracticable to apply as units become larger or occupational structures become more complex. <sup>12</sup>

Post and bid and employee request procedures were found most frequently in larger or broader promotional units. Either of these methods is well-suited where large numbers of employees are eligible for a given promotional opportunity. Posting is generally more desirable from an employee standpoint, as it can inform workers of specific openings in locations remote from their own jobs.

<sup>12</sup> In table 5, the five agreements calling for automatic consideration or progression on a plantwide basis were all in nonmanufacturing. The "plant" in such industries is generally smaller and less complex than in manufacturing.

Arrangements requiring an employee to request promotion, on the other hand, often are designed from a managerial point of view; employees usually are required to apply in advance of an actual opening, and for a class of work rather than a specific job. This method provides a file of potential candidates to managers before an opening occurs, and a greater choice in the final placement of any applicant.

In agreements that combine methods of promotion and more than one type of seniority unit, the relationship between them is not so clearly defined. In many cases, however, the simpler promotion procedure was used to fill positions in a narrow unit, such as automatic consideration within a job classification. If the job could not be filled in that manner, the seniority unit might be enlarged to include the whole department while the method of promotion would be changed to posting and bidding.

Many of the agreements studied contained complex combinations of methods and units. In general, where automatic consideration was used in combination with other procedures, the latter were secondary and came into use only if no qualified applicant was found among those first considered. When posting and employee request methods were specified, posting was usually the primary method, and requests were considered only when enlarging the area of selection was necessary.

Posting and bidding. The most prevalent method of promotion was posting and bidding, the sole method used in 52 percent of all those agreements which described a method of promotion. It also occurred in combination with automatic consideration and employee request in an additional 17 percent of these agreements.

Posting and bidding are suited especially to large seniority units, because vacancies are described in a bulletin on which employees indicate their interest. Thus no interested employees are overlooked, and those not interested need not be considered.

Of 379 agreements which specified both posting and bidding procedures and a seniority unit for promotions, 25 percent specified the plant as a whole, 28 percent specified a subdivision of the plant, and 25 percent specified some combination of the plant and a subdivision. A total of 79 percent specified plant, subdivision of the plant, or a combination of these as the seniority unit for promotion.

Many of the agreements described the manner in which jobs were to be posted, including job descriptions, location of posting, and qualifications expected of bidders:

- (61) When a job opening is to be filled in labor grades 2 through 9, the job bid procedure as outlined below shall be used.

Notice of the job opening shall be posted on the company bulletin boards. Such notice shall indicate job title, labor grade, brief description of the job and date on which job opening will be populated. The union shall be furnished copies of such notices.

- (62) The job opening will be posted on the bulletin board for 2 working days (48 hours), and an announcement will be made on the public address system on each applicable shift notifying the employees of such opening. The posting may, where applicable, include a description of the job and may require reasonable specific minimum qualifications in areas such as experience, education, seniority, etc.

Other clauses stated only that the job would be posted, and specified which employees would be eligible to bid. In the first example, should qualified employees not be available, the company was free to hire outside applicants.

- (63) In order to fill the rated job, the opening shall be posted for bid and if not filled by that seniority group shall be open to other seniority groups in the warehouse. If not filled, the company shall be free to hire from the outside or work out a method of assigning the junior employee to the job in lieu of layoff.
- (64) A job notice shall be posted on the department bulletin board for a period of 6 days under the following conditions: (a) When a new employee is to be permanently added to the present force, and (b) when an



existing employee is to fill a vacancy in a plant or local department which is outside of the place he is employed. Copies of this job notice shall be sent to designated officials of the union at least 6 days prior to filling the job.

Employees of the company will be given opportunity to bid on posted job vacancies except that the employees with less than 1 year in their present position or job progression may not submit a bid on a posted job vacancy unless agreed to by the company and the union. The qualified applicant bidding for the job who meets the standards set forth shall be selected to fill the job.

Some agreements permitted vacancies to be filled temporarily until the successful bidder could be determined.

- (65) Vacancies shall be posted for bid on all bulletin boards within 10 days after the vacancy occurs. For the convenience of the company, temporary assignments may be made for a period of 30 calendar days until bids are received and permanent assignments made.

In one agreement, the company was required to notify the union of vacancies. The union would then conduct the posting and bidding procedure. This technique was used only when there were no qualified employees in lower classifications than the one in which the opening occurred:

- (47) To implement the provisions of this article relating to filling vacancies in a job title when there are no qualified employees in the classifications below the classification in which the vacancies occur, or in a single-skill job title, the following procedure is established.

Upon receiving notification the union will canvass the employees within the bargaining unit, and within the day shift working hours of the second work day following the work day during which the union receives such notice, the union shall submit to the company a list of all those employees who desire to be considered to fill such vacancy and for which employees the filling of such vacancy shall constitute an advancement from the classification they then occupy. This list is hereinafter referred to as the "Bid List."

When combined with other methods of promotion, such as automatic consideration, posting and bidding procedures help to ensure that no eligible employee is overlooked:

- (66) When a vacancy occurs in any job level the following procedure will be used:

Step 1—List, in order of their total plantwide seniority, any employees, including those on the layoff list with seniority rights, who have been downgraded since the institution of the job evaluation system from the job classification having a vacancy.

Step 2—Select from this list the most senior employee and offer him the job.

Step 3—Promote from within in accordance with Section 3 of Article XII of this agreement. (The company shall post a notice of such vacancy on company bulletin boards. Those employees to be considered shall be determined from a review of the company's personnel records, and, from any response to the posting of such vacancy made within 72 hours after posting.)

Combinations including posting and bidding also provide an alternate method of promotion if a vacancy cannot be filled through the primary method:

- (67) If in a department an opening or vacancy occurs in a classification that cannot be filled from paragraph . . . above, . . . such opening or vacancy shall be posted throughout the area wherein said department is located for 48 hours . . . for bids from employees within that department not on layoff. The opening or vacancy shall be awarded to an employee who bids and who has the capability to do the work.

Many agreements which had posting and bidding provisions also limited the period for submitting bids. The time allowed varied from 1 day or less to 8 days or more; 2 to 4 days was the most prevalent. Longer periods for bidding were typically found in contracts covering larger seniority units or having employees at scattered locations, as in the communications or utilities industries:

Time limit for submitting bids	Agreements	Workers (in thousands)
Total agreements with posting and bidding procedure <sup>1</sup> -----	169	524.2
With time limit -----	139	279.1
1 day or less -----	18	26.4
2 to 4 days -----	69	123.7
5 to 7 days -----	39	99.0
8 days or more -----	7	13.6
Not clear -----	3	10.4
Other -----	3	6.0
No reference to time limit -----	30	245.0

<sup>1</sup> In a sample of 475 agreements.

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

In a few multiplant agreements, the time period for submitting bids was to be determined locally:

- (68) When a vacancy develops, or is expected to develop (other than a temporary vacancy) in the promotional line in any seniority unit, management shall, to the greatest degree practicable, post notice of such vacancy or expected vacancy, or job assignments where such is the present practice for such period of time and in such manner as may be appropriate at each plant.

Employees in the seniority unit who wish to apply for the vacancy or expected vacancy may do so in writing in accordance with rules developed by management at each plant.

Typically, the stated time period was defined to exclude nonworking days:

- (69) In case there is no employee in a reduced status with job rights to an open job, it shall be posted on bulletin boards in the seniority department where the opening occurs, for a period of not less than 48 hours excluding Saturdays, Sundays, holidays, and scheduled days off in lieu of Saturday or Sunday. Any employee, except those on a probationary status, of the seniority department where the opening exists may apply for the open job, and those who apply during the first 48 hours of posting shall be given the opportunity of filling the job according to departmental seniority.
- (70) In order to be considered, bids must be turned in to the supervisor within 3 working days after posting excluding Saturday, Sunday, and holidays.

Some agreements provided for posting of jobs vacated as a result of filling the first vacancy:

- (71) ...Notice of any vacancy and any proposed changes in the route or job, and the working hours and duties of such job, shall be posted through the third opening in each department, immediately. Posting of the first opening shall be for 5 days, and for the second and third openings shall be for 3 days.

When bids were accepted by mail, the postmark was used to determine whether the bid had been submitted within the time limit:

- (72) Vacancies will be posted for a period of 15 calendar days during which time bids will be accepted.

Bids entered by mail will be recognized by the postmark date when received by the company not later than 3 days thereafter.

Automatic consideration. Automatic consideration, a procedure whereby the promotion is offered to the employee next in the line of progression, was the sole method of promotion in about 10 percent of the agreements which had these arrangements.

This procedure is suited especially to smaller seniority units such as a job or occupational classification or the subdivision of the plant. In 47 percent of the agreements which specified both automatic consideration and a seniority unit for promotion, job or occupation classification was the sole unit specified. The number of automatic consideration clauses specifying a unit other than a job or occupation classification declined sharply as the size of the seniority unit increased. Subdivisions of the plant were used as the seniority units in 32 percent of the agreements while plant units were specified in only 7 percent.

Under these procedures, should the senior employee lack the required qualifications or should he refuse the promotion, the job is then offered to the next senior man in the same classification:

- (4) When a job is to be filled in any department, such job shall be awarded by the company to the employee with the greatest seniority in a lower classification in that department. The employee so awarded the job shall have the option of accepting or declining the job, and shall lose no rights in his department as a result of his decision. Should he decline to accept the job, it will then be awarded to the employee in a lower classification in that department who is next in seniority, and this procedure will be followed until the job is filled. The company will immediately post a notice showing the job and shift, and the name of the employee awarded the job, together with his seniority date. If the award is not challenged within 2 working days, the award shall be final. If any employee challenges the award, he shall be awarded the job if he has greater seniority in that department than the employee previously awarded the job. Inspection (except head inspectors and shift inspectors) and set-up jobs shall be specific as to department and type of jobs.
- (73) Promotions shall be made to the next higher labor classification in the department in accordance with the advancement chart or progression schedule. The company shall offer the promotion to the employee with the highest department or classification seniority (as set forth in the supplemental agreement), provided that his ability and physical qualifications are sufficient to permit him to perform the duties of the next higher classification in a satisfactory manner.

Occasionally an agreement provided only that the employee next on the promotional ladder would be granted a trial period on the job:

- (43) When a permanent vacancy occurs in the next higher bracket in a line of progression on a seniority unit chart, the available employee in the next lower bracket who has the greatest length of service as posted on the seniority unit list and has the apparent ability to perform the work shall be afforded a trial period of 30 days worked in which to prove his ability to perform the work, provided, however, if the eligible employee is absent from work when such permanent vacancy occurs because of being on vacation, by reason of temporary illness or by reason of authorized leave of absence, in no case for more than 30 working days, such vacancy will not be permanently filled until such employee returns to work.

Many agreements include alternative arrangements if senior employees decline a promotion. Such an employee may not be considered again until he indicates his willingness to accept the promotion. An employee bypassed by one who has less seniority usually retains seniority in his own and lower classifications. Should he ultimately be promoted to a higher classification, his seniority will be lower than that of the employee who bypassed him:

- (34) When an employee refuses a promotion in his line of progression, either temporary or permanent, he forfeits his rights to all future promotion, until after all the employees who have by-passed him, permanently or temporarily, are set up. Upon written request to the company, with a copy to his local union, he will be reinstated in his proper place in the line of progression following the men who have by-passed him.
- (74) Whenever an employee declines or is passed over for a promotion of any kind or a progression moveup, temporary or permanent, a "bye" or proper record thereof shall be made, and the employee who received the promotion, or progression moveup, will be considered to have permanent classification seniority over the employee who declined such promotion.

Some agreements stated that the employee who refused promotion could be bypassed by all other employees in his classification before he again would be eligible for promotion:

- (39) An employee who shall refuse or has refused a promotion to a higher job in a line or progression shall have no further right under the provisions of this article (either on a temporary or a permanent basis) to promotion to or work on any such higher job until all employees assigned to that job at that time shall have been given the opportunity for promotion to the higher job, at which time he shall again have the opportunity to accept such promotion. A list of employees eligible to move around the employee who elects to freeze on his job shall be prepared by the parties at the time of the freeze, and shall become a part of the permanent records in the case. An employee shall not be entitled to refuse a higher job in a line of progression unless such employee shall furnish to the company a statement in writing, countersigned by the grievance committeeman for his zone, stating that he is not willing to accept such a promotion.

Other agreements protected the promotion rights of a bypassed employee:

- (75) Refusal to accept promotions shall not jeopardize an employee's opportunity for future promotions. Should an employee see fit not to accept promotion, such refusal shall be given in writing to his supervisor.

Employee request. Under this method, an employee at any time may apply for promotion, should an opening occur. These statements of interest are a quick and efficient source for filling a vacant job with minimum delay.

Eleven percent of the 834 agreements included only this method of promotion. This approach was concentrated in manufacturing where 91 percent of the clauses were found. Only eight occurred among the nonmanufacturing agreements.

Some of the clauses examined specified the period during which the application remained in effect:

- (76) An employee who has been in his job classification for a period of 12 months may, by written notice to his immediate supervisor with a copy to the Employee Relations Section of Industrial Relations, request a review of his qualifications to perform a specific job classification in a higher labor grade, within his departmental seniority group. The company shall conduct a review to determine if the employee has the ability to perform the requested job classification and shall notify the employee in writing of the results of the review. Should there be a disagreement by an employee regarding his promotion qualification review, a grievance may be filed but shall not be subject to step V, arbitration. An employee found qualified for the job classification requested shall have his name placed on a promotion list for such job classification and when a vacancy occurs in the requested job classification in the employee's department or departmental seniority group, the employee will be considered along with other qualified employees and the most senior shall be placed in the job classification vacancy. Since job classifications, departments and operating requirements are subject to change, the company may require an employee to renew his promotion qualification review request every 12 months from the date he was found qualified and placed on the promotion list.
- (77) In order to receive consideration for promotion or upgrading to another classification, an employee must file a written request for such consideration. Such written requests shall be filed in the personnel department on forms provided by the company and must be renewed each 6 months.
- (78) To aid in the administration of this paragraph in each department the departmental foreman shall keep a list of the employees of that department who apply for promotions in that department and it shall be the right of each employee in the department to apply to his foreman for promotion to a better job which he has the ability and capacity to perform. Such application shall be made on a form provided by the company and each employee shall be given a copy of his application. The foreman's list shall be available to the steward on request. As between applicants and nonapplicants in a department the applicant shall be preferred, and as between the applicants who possess the necessary merit, ability and capacity, the one with the most seniority shall be preferred; provided, however, that to receive such preference an employee's application must have been on file with his foreman for at least 30 days.

Company discretion. Only 10 or slightly more than 1 percent of the agreements provided management the right to make promotions. This figure does not include agreements which mentioned promotions only in the management rights clause.

In all of the clauses in this category, there were some limitations to the exercise of management's discretion in promotion. For example, some agreements stated that the promoted employee must have the skill necessary to perform the work. Other agreements permitted the company's decision to be challenged through the grievance procedure. The important features of these clauses were that seniority

was not considered in the initial choice of employees for upgrading and that any action by the union or the employees could be taken only after the company's action.

One agreement was qualified by a statement that management would discuss its choice with the union:

- (79) The company will choose the most capable employee for promotion when the need arises. However, prior to making such choice, the company agrees to notify the union and discuss the candidate for promotion with it. The company shall strive to be objective and fair in choosing an employee for promotion.

Another agreement permitted the company to promote from outside the immediate seniority unit. This agreement opened the company's decision to the grievance, but not to the arbitration procedure:

- (80) In selecting employees covered by this contract for assignments to higher-rated non-management title classifications, seniority will govern among the group of employees within the exchange or district, (whichever has the fewer number of employees), in which the assignment is being made, considered by the company to be best qualified and otherwise suited to fill the particular vacancy. The company may, however, also consider employees in other groups, exchanges and/or districts when selecting the group it considers best qualified. . . .

One agreement stated explicitly that the seniority system did not apply to promotions. However, length of service would be decisive should two employees or more be deemed by the company to have equal qualifications:

- (81) This seniority program shall not apply to promotions. Promotions to positions within the bargaining unit shall be made in the discretion of the company. However, the company will make such promotions on the basis of skill, ability and physical fitness. Where all of these factors are relatively equal the company will give preference to the employee having the greater length of service.

The rest of the agreements providing for promotion at company discretion stated that seniority would govern where management determined that two employees or more were equally qualified:

- (82) In making assignments to higher-rated non-management title classifications specified in section the company will select the employee who, in its judgment, is best qualified for the assignment. When two or more employees are judged by management to be equally qualified, seniority shall determine the choice.
- (83) When selecting employees for promotion from a title classification to a higher title classification within a group in an office of the bargaining unit, the company shall adhere to the principle that seniority shall govern; if all other qualifications of the individuals being considered are substantially equal. It shall be the responsibility of the company to select employees for promotion, and to make the decisions regarding the qualifications of an individual.

Combinations of methods. Among the 834 agreements stipulating promotion methods, 178 (21 percent) specified some combination of two or more of the methods previously discussed.

Combinations are used for various purposes. By expanding the area of consideration, they offer promotional opportunities to those otherwise excluded workers; at the same time they permit the employer a wider choice among eligibles:

- (84) Employees will be considered for promotions by management in seniority order, and in the order of consideration specified in the exhibits to the contract. Bulletins will not be posted when selections may be made within the unit or craft. . . . Bulletins will be posted where it is necessary to fill the vacancy from outside the unit or craft involved.

Combinations also were used as a "back up" if the vacancy could not be filled in the usual manner:

- (85) Employees desiring to be considered for present or future job classification openings in the bargaining unit may register with the employment office indicating the job classification in which they are interested. As job openings occur in the bargaining unit for which there is no recall responsibility, the company shall list such openings on the bulletin boards. Prior to the listing or posting of these job openings, employees who have previously registered for these job openings shall be given first consideration. If job openings are not filled by these employees, then notice of these job openings shall be posted on the bulletin boards with employees in the bargaining unit to be given first preference.

In one agreement, although promotions generally were by employee request, the company was permitted to promote at its own discretion in specified units of the plant:

- (86) In the event of promotions to other than supervisory positions in a department, the company shall give preference to the senior employee in that department who has the necessary ability to perform properly the requirements of the job and shall notify the steward of such promotion. An employee unable to meet the requirements of such promotion shall be allowed to return to their original job or equivalent job in accordance with their seniority. An employee shall also have the right to disqualify himself from such promotion. In other than a shortage of work situation, and employee may file a grievance on a demotion.

The company shall have the right to make promotions without regard to the restrictions imposed by the first paragraph of this clause. Such exceptions to the first paragraph of this section . . . shall be limited during the term of this contract to the following divisions and numbers:

	Existing models	New models
Manual typewriter division	10	20
Electric typewriter division	10	20
Add mate division	5	10

Promotions in special groups. A group of agreements provided for the promotion of special categories of employees by a method or combination of methods differing from that used generally. These groups usually consisted of seasonal employees or employees who had specialized skills. Similarly, the separate group might be made up of employees in either the upper or lower labor grades of the occupational structure.

In a sample of 475 agreements, only about 7 percent were found to have such provisions, excluding those in which the separate groups were promoted by the same method or methods used for the primary groups. The information sought in this area of the study was not the procedure used in promoting within the separate group but whether it differed from the promotion process used within the primary group. Hence, agreements which had this arrangement were classified in one of five groups, as follows: (1) Different single methods used in primary and secondary groups; (2) multiple methods for both groups; (3) multiple method for the primary group and a single method for the secondary group; (4) single method for the primary group and multiple method for the secondary group; and (5) other. Most of the agreements specifying different methods of promotion for separate groups (23 of 31) provided for a single arrangement in the primary group. Seventeen of these provided for a different singular method to be used in the secondary group while the remaining six specified a multiple method for the secondary group.

Only one industry group, chemicals and allied products, had a prevalence of separate group clauses in its agreements. In this industry, 7 of 17 agreements specified different methods of promotion for the primary and secondary groups.

### Role of the Union in Promotions

Of 475 agreements selected for detailed analysis, 115 gave the union a specific role in the operation of the promotion process. About half of these specified that the union was to be notified of the job opening and the action taken to fill the job as shown in the tabulation on the following page.

Clauses providing for union participation are designed to insure that promotions are made according to the intent of the agreement. Notification enables the union to maintain seniority lists, disseminate information on openings to the membership, determine whether an employee was entitled to the promotion under the agreement, and protect the rights of absent employees. Such clauses also can reduce grievances by specifying a time limit during which the union can contest the promotion.

Role of union	Agreements	Workers (in thousands)
Total with promotion details <sup>1</sup> -----	325	1,560.8
Number giving role to union -----	115	313.8
Notified of job opening or action taken -----	57	169.3
Consultation and negotiation -----	25	53.4
Review -----	19	45.0
Combinations -----	7	30.8
Other -----	7	15.3
No reference to role of union -----	210	1,247.1

<sup>1</sup> Sample of 475 agreements.

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

The relationship between the prevalence of union participation clauses and the importance of seniority was inverse. None of the nine agreements in which seniority was the sole factor in promotions provided for union participation. On the other hand, in 238 agreements where seniority was qualified by other factors, 37 percent had union participation clauses.

Notification to union. In general, the obligation to inform the union of the existence of a promotional opportunity and the action to fill the vacancy is stated in very general terms. However, the action taken to fill the vacancy may be made more specific by identifying the union official to whom the notice will be given:

- (87) The employer agrees to notify the union when job vacancies exist by providing the chief steward with a copy of all job postings. A job shall be considered vacant when an employee in a classification has quit, is discharged or has transferred to another vacancy, or when it is a newly created job.
- (88) All job openings shall be posted for the shift or shifts on which the opening originally occurs. The union shall receive a dated copy of all job openings.

Some agreements were more specific in defining who was to be notified, how the vacancy would be made public, or how often such notification would occur:

- (89) The company will notify the chief shop steward once each week, in writing, of open job requisitions covered under the agreement.
- (90) Job request forms shall be completed in quadruplicate on forms provided by the Employee Relations Department of the company. The one copy of the completed job request will be retained by the employee, one copy will be forwarded to the union, one copy will be forwarded to the employee's supervisor and one copy will be retained by the Industrial Relations Department of the company.

In a number of clauses the union was to be notified after the action had been taken:

- (91) Each month the company will inform the union of personnel changes which affect the seniority list.
- (92) After the selection of an employee for a posted job is made, the company will notify the union in writing of the selection made and the name and clock number of all persons having bid for the job.

Other agreements detailed the action to be taken to notify the union and provided time limits and explanations of why the award was made:

- (93) Upon selection of the successful bidders, the union business agent shall be given the name, clock number and seniority date of the successful bidders and the reason for the job award.
- (94) Any employee bidding on a new job or vacancy will be notified of the disposition of his job bid application within 2 working days from the date of selection . . . The chairman of the bargaining committee will be given a copy of such notification within 2 working days of selection of the successful bidder.

Most clauses required that the union be notified of openings and actions taken. Such clauses were very similar to the notification clauses previously shown:

(95) The company shall supply the local union a copy of each job posting, bid and award.

(96) The company will submit to the union committee names of bidders and selected choice. . . .

All new jobs created, promotions and vacancies shall be posted with the rate of the job on the union bulletin board.

Each department is to have its seniority (departmental) list, and said list shall be revised and posted on the union bulletin board each 3 months.

(97) The local union president will be supplied a copy of the job posting notice.

Within 5 days after the job posting period, the company will notify the local union president which of the employees who bid on the job has been awarded the job, or whether none of the bidders has been accepted . . . . If the company fills the vacancy . . . the local union president . . . will be advised concerning when the company expects the person designated to assume his new duties.

Consultation or negotiation. Among the 115 agreements that assigned the union some role in the promotion process were 25 which provided for consultation or negotiation. Most of these clauses established either a committee of union and management personnel or an all-union committee to meet with management representatives. In the former, the committee would choose among eligible employees for promotion, while in the latter the committee would recommend its candidates and management would make the decision. When both management and the union made the selection the provision usually specified the criteria to be applied:

(61) Posted job openings in labor grade 6 and above shall be filled from among those employees who bid for the job who are qualified physically and experience-wise to perform it. Seniority shall be given the most weight in the selection. Selection of employees for the posted job opening in labor grade 6 and above from among those who bid shall be made by a committee composed of the chief steward; one shift steward; one department steward; and three members of management. Decisions of the committee are subject to the approval of the manager of industrial relations.

(98) The company agrees that the superintendent will discuss with a recommendation committee, consisting of three employees selected by the union, matters of promotions, permanent and temporary vacancies, training, hiring and rehiring, and lay-offs at the time they occur, provided, however, that this shall not apply to the normal necessary hiring and laying off of campaign employees at the beginning and close of campaign.

In the event of a job opening whether it be temporary, emergency, training or permanent the company will in reasonable period notify the union and post the job. Then the company and the recommending committee after the posting period, will select from the applications the person or persons to fill the job or jobs.

(99) The applicants for promotions or for transfers to posted job vacancies shall be reviewed by a joint committee of six, three members of the committee representing the union and three members representing the company. The six member committee shall award the promotion or the bid for a vacancy on the basis of seniority provided such applicant has the necessary ability and physical qualifications to permit him to perform the duties of the job involved in a satisfactory manner.

In a few cases, the company was obligated to discuss the promotion with the union and consider its recommendations. The requirement that the company consider recommendations or give "full consideration" to recommendations may give the employer greater discretion than indicated in the clauses cited above:

(100) The company agrees to discuss with the union selection committee the qualifications of the various applicants and to give full consideration to their recommendations.

(101) In the event of a promotional opportunity within the bargaining unit, the company will notify the union president and will review any recommendations he may make prior to making a decision.

(102) The company, after consultation with chief steward, shall select the most qualified applicant with the greatest seniority.



Other agreements stated only that discussions would be held, with no reference to recommendations or other influence resulting from such discussions:

- (103) Reclassification of employees and promotions, except to jobs not covered by this agreement and resulting wage adjustments shall be made only after discussion between the company and the shop committee.
- (79) The company will choose the most capable employee for promotion when the need arises. However, prior to making such choice, the company agrees to notify the union and discuss the candidate for promotion with it. The company shall strive to be objective and fair in choosing an employee for promotion.

Review of action taken. Twenty-two of the agreements which had union clauses provided for union review of the action taken. In 19 of these, the review was the only role assigned to the union while three others combined union review with notification provisions. Unless specifically ruled out, such a challenge is always available to the union through the grievance and arbitration procedure:<sup>13</sup>

- (15) In case the company places an individual ahead of another in the line of promotion because of ability or below in the line of promotion because of lack of ability, the union shall be advised of such move within 2 working days and if no issue is raised by the union within 30 days following such a change in the posted list, a copy of which has been furnished the union, the matter will be considered a closed issue.

In one agreement, the promotion was subject to union approval:

- (104) When new jobs are created or vacancies occur and transfers become necessary, such jobs shall be posted for at least 5 calendar days. Employees desiring these jobs shall sign such posted notice. The employer, subject to approval of the union, shall select from among the signatories to the posted notice an employee to fill the new or vacated job.

Other union role. Among those agreements requiring tests or examinations in choosing among individuals for promotion were several which had clauses describing the role of the union in testing. In general, the union's role was limited to observing the test:

- (105) A union representative may be present during a test given to an employee who is qualifying for another position.

In a few agreements, all promotion tests had to be agreed to by the company and union:

- (106) The examination questions for use in a given department shall be mutually approved by the supervision and the steward in that department, and shall consist of the number of separate lists necessary completely to cover the various aspects of the job. Each list will be divided into two parts. Part I consisting of questions covering essential information, all of which questions must be correctly answered in order that the examination be passed, and Part II consisting of questions covering desirable information, 75 percent of which questions must be correctly answered in order that the examination be passed. The questions shall be selected by chance from each part of each list.
- (107) The test mentioned above shall be given in the presence of appropriate union representative or representatives. For the purpose of this paragraph qualification tests shall be such tests as mutually agreed to by the company and the local union.

One agreement contained a clause which would permit a reconsideration when the existing arrangement was inoperable:

- (108) If the company or the union claims application of the provisions of this article to a particular situation is impossible or impracticable, it will notify the other party and the parties will negotiate concerning exceptions to or changes in the provisions, pending which the application thereof to the particular situation shall be suspended and the company may assign employees to affected jobs or operations regardless of seniority.

#### Treatment of Employees on Leave or Vacation

Only a few agreements had clauses referring to the promotion rights of workers who are not present when an opening occurs. The paucity of such clauses probably

<sup>13</sup> An earlier study of arbitration procedures found that promotion/demotion issues were specifically excluded in 12 agreements. See Major Collective Bargaining Agreements: Arbitration Procedures (Bulletin 1425-6).

indicates that an employee who is on an authorized short-term leave is covered by the existing procedures, although the manner in which he can make his interest known is not always clear.

In the sample of 325 agreements having promotion details, 39 agreements had clauses that required consideration of employees for promotion who were on the payroll but not at work when the determination was made.

Generally, these clauses defined the types of absences that would not disqualify an employee from consideration for promotion. A few also limited the time period within which the absent employee must apply or bid for the job in question:

- (109) Bidding rights will be extended to (a) an employee absent as a result of an industrial injury and (b) an employee absent as a result of illness or vacation, provided, however, that an employee absent as a result of illness or vacation shall upon his return to work be entitled to bid only on job vacancies which occurred in his department during his absence as a result of such illness or vacation.
- (110) Men absent because of sickness, injury, vacation or limited leave of absence (other than working elsewhere) shall not be precluded from bidding on job vacancies which may have been filled during such absence, provided that such bids are made within 5 days after return from such absence.

One such agreement defined the rights of the employee placed on the job pending the return of an eligible absent worker:

- (111) No grievance will be recognized challenging the successful bidder's right to a job that has been posted except in cases wherein an employee whose seniority would have entitled him to the job is absent. In such instances upon his return he will be given the immediate opportunity to request or refuse the job, and if he accepts, the replacement shall return to his former job.

Some agreements specified the method to be used to notify the absent employee of openings:

- (71) Any and all new inside job or jobs with altered hours (3 hours or more) or altered days off shall also be posted. The senior employees, by signifying their desire within 5 days after the first opening occurs (3 days after the second and third openings occur), may fill the same if qualified to do so. Absentee workers eligible to bid shall be notified of postings; notification shall be by registered or certified mail to the employee's home address as shown on company records. When a route is split, the man whose route is so divided shall have the first choice of the two routes.

Others described the process by which an absent employee's bid or request for promotion could be presented:

- (112) Employees of the corporation shall bid or apply for such vacancies to the personnel office during the period of posting on forms approved by the parties. In the case of an employee who is away from the area during the period of posting, but wishes to be considered for the vacancy, a bid may be filed for such employee by proxy. The corporation shall inform the council of the names of all applicants.
- (113) It shall be the responsibility of the committee to bid on the vacancy for any eligible employee absent during the posted period.
- (114) Employees who are leaving on vacation and who wish to bid on a job classification in their absence, may bid on that job classification in their absence, by submitting their request in writing to the supervisor prior to leaving for vacation. Sick or injured employees who wish to bid on a job classification in their absence may do so by submitting their request in writing to the supervisor prior to the close of the posting period.

In one unusual agreement, an employee on leave of absence could bid for promotion but the company need not consider the bid. Should the bid be accepted, however, the company also was required to consider bids from all other employees on leave:

- (115) The company is not required to consider a bid from an employee on a leave of absence for whom a promotion is involved. However, if an employee on leave of absence is selected for promotion, all other employees who are on leave and submit bids must be considered under the applicable provisions of article 12.

### Trial or Training Period Following Promotion

Many collective bargaining agreements provide for a trial or training period following promotion. Such a period usually allows the company to determine whether the employee can perform the job satisfactorily and gives the employee time to decide whether the job is to his liking.

Of the 325 agreements which had promotion provisions, 139 had clauses referring to such a probationary or trial period. The clauses were found most frequently in manufacturing agreements, particularly in the chemical, primary metals, and machinery industries. More than one-half the nonmanufacturing agreements having such provisions were in the utilities field.

The time allowed for trial or training was included in about four-fifths of the agreements with these clauses but the period allowed varied considerably:

Time period indicated	Agreements	Workers (in thousands)
Total with trial or training period <sup>1</sup> -----	139	363.1
30 days or less -----	66	165.6
31-60 days -----	13	37.3
Over 60 days-----	18	61.9
Other <sup>2</sup> -----	14	40.7
No time period specified -----	28	57.7

<sup>1</sup> In a sample of 475 agreements.

<sup>2</sup> Includes combinations, not clear clauses, etc.

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

When a single maximum period was indicated, it was usually of short duration. Over two-thirds of the clauses limited the probationary or trial period to 30 calendar days or less and another 13 percent to 60 days or less as in the following examples:

(116) When an employee has been awarded a job, there will be a trial period of 7 working days for the employee to break in on the new job.

(117) In the event a posted job is not satisfactorily filled after trying the successful applicant for a reasonable length of time, not to exceed 30 calendar days, the job shall be filled by the next eligible employee bidding on the first posting.

Any employee bidding on a maintenance job must present qualifications and record of experience, and on presentation of such qualifications and record of experience, he shall be given a total of 30 work days to prove his ability to handle the same. If he fails to qualify, he shall return to his former job without penalty.

(89) Employees upgraded shall serve the normal 60-calendar day probationary period within the occupation, and shall be permanently assigned to the new classification within the occupation upon successful completion of this period.

Long training periods were in most instances unnecessary, since employees covered by the provisions (unlike those in formal training or apprenticeship programs) ordinarily had acquired the necessary skills in lower rated jobs, or were advanced through a series of semiskilled tasks requiring relatively little training. A small proportion of the agreements, however, allowed for a trial period over 60 days:

(91) An employee who is promoted shall be given not more than a 90-day training and qualifying period for determination as to whether or not he can meet the job requirements.

(75) If within 180 days after promotion or transfer of an employee to a different position, the employee notifies the company that he does not wish to retain the position, or the employee proves deficient in ability to handle the same, then he shall be returned to his former position without loss of seniority therein.

In companies that require a wide range of skills, a fixed trial period may be impracticable. Many agreements contained provisions that dealt with this problem by specifying that trial periods could be extended, usually by the mutual consent of the company and union:

- (118) In all cases involving transfer (bid, bump, or roll) and/or promotion, the employee or employees concerned shall receive a trial period of at least 30 working days, provided the employee shows satisfactory progressive improvements. Such trial period may be extended by mutual agreement.
- (119) In the event of promotion in the department or transfer from one department to another, the employee shall be given a 10-calendar-day trial in which to qualify on his new job. The company shall give the employee promoted or transferred every reasonable assistance to enable him to qualify on his new job without discrimination. In the event the employee does not qualify, the local president will be notified by the management before the demotion takes place. The time of qualification may be extended by mutual agreement between the management and the industrial relations committee, but not to exceed 60 calendar days.
- (120) . . . The successful bidder will be allowed 5 working days or 1 work week to qualify. On difficult operations, the qualifying period may be extended where the employee has made sufficient progress so that it is reasonable to assume that such extension will result in the efficient performance of the employee. . . .

The period sometimes was expressed as a range, rather than a single time period, or a longer period was allowed for higher skill jobs:

- (121) This trial period shall be no less than 3 nor more than 15 working days, during which period of tryout the employee shall retain his previous classification.
- (113) The training period to fill job vacancies shall be:
 

Semimajor	480 working hours
Major	720 working hours
- (122) If the job in which the opening occurs is in job class 8 or higher, the trial period shall consist of 15 working days, provided, however, that the employee must show continuous progress or he may be disqualified at the end of 10 working days. For all other jobs the trial period shall consist of 5 working days.

A few contracts designated a minimum rather than a maximum time allowance for trial on the new job:

- (71) It is impossible to set a definite break-in period for machine operators. Any man who bids on the operation will be given at least 5 days to show that he is capable of doing the job, or conversely, that he cannot.

Rarely did an agreement specify one time period for qualifying and another, usually a lesser period, for voluntarily relinquishing the job:

- (123) In the event an employee is awarded a bid job, he shall be given 5 days actually worked in which to decide whether or not to retain the job. The employer has 22 days actually worked in which to decide whether or not the job should be awarded to the employee on a permanent basis. In either case, if the job is not awarded permanently, the employee shall return to his former job. Either of these periods referred to above may be extended by mutual consent in writing.
- (124) In the event an employee is promoted or transferred and within 1 year he proves incapable of holding his new position, he shall be allowed to return to his former position without prejudice, subject to the provisions of this agreement. In the event an employee is promoted or transferred to a different job, and within 60 days elects to return to his former job, he shall be allowed to do so without prejudice, subject to the provisions of this agreement. Where such an employee elects to return to his former job after 60 days, and such return is agreeable to the company, his job classification seniority date in the job to which he returns shall be the date of such return.

About 20 percent of the agreements providing for a trial period did not indicate the period's duration in specific terms. Often, the terms "fair," "adequate," or "reasonable" were used in lieu of a stated time period:

- (99) An employee accepting a promotion shall be given a fair trial in the new classification, and shall be returned to his old position if he is unable to perform the new assignment satisfactorily.

- (125) In order to determine the employee's ability and physical fitness to perform the work, he shall be given a reasonable trial period in cases of layoff, and a reasonable training period in cases of promotion. The trial period and training periods will be established by mutual agreement between the company and the union.

Although providing flexibility, such clauses may lead to disputes on the definition of a fair period unless some standards, based on previous experience, exist.

### Effect of Not Qualifying

Ninety-eight of the 139 agreements provided for the placement of employees who failed to qualify within the trial period time.

Effect of not qualifying	Agreements	Workers (in thousands)
Total with trial or training period <sup>1</sup> -----	139	363.1
No mention of effect -----	41	123.1
Return to former job -----	68	151.0
Return to similar job -----	17	67.5
Eligible for placement on any job available -----	6	10.7
Other -----	7	10.8

<sup>1</sup> In a sample of 475 agreements.

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

In 68 of these agreements, the disqualified worker was allowed to return to his former job, usually without loss of seniority:<sup>14</sup>

- (126) In the event of promotion it is agreed that the employee will be given a 30-day period in which to qualify. In the event of failure to qualify within said 30-day period, he or she will be returned to his or her original job without loss of seniority. In all promotions the worker is to suffer no loss of seniority. However, it is understood in the event the employer feels, prior to the expiration of said 30-day period, that the employee cannot qualify for the job to which he was promoted, said employer shall have the right to resort to the grievance machinery set forth in this agreement for the right to restore said employee to his former job classification.
- (127) If any employee is laterally transferred or promoted and it appears within 30 days that he is not competent to do the work of the new occupation, he will be transferred back to his former occupation.
- (88) . . . Should the employee fail to qualify on the job he shall be returned to his original job without loss of seniority. . . .

Another 17 agreements stated that the employee would be returned to his former classification or labor grade, or to a job similar to the one he had held before:

- (128) Any employee so selected shall have a trial period not to exceed 3 months. During this period if he does not qualify, he shall be returned to his former classification or job grade, and the employee that replaced him shall be returned to his former classification and/or job grade.
- (129) In the event that an employee is unable to demonstrate his aptitude to perform the work within a reasonable time, . . . if the transfer was made at the employee's own request, he will be given a job as near to his former status as can be arranged at the time and at his former rate . . .

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<sup>14</sup> The provisions often did not mention the employee's replacement. Occasionally the promotee's old job was treated as a temporary vacancy during his qualifying period. Temporary vacancies are discussed in a subsequent section.

- (130) An employee who fills a vacancy by this application procedure and who fails to perform the work satisfactorily, or upon discontinuance of the work, shall be returned to his former classification according to seniority.
- (131) If an employee selected for such upgrading fails to qualify, he shall be returned to a position of like status and pay prior to his upgrading.

The unqualified right of an employee to return to his own or a similar job without penalty may lead to excessive bidding for a job. Accordingly, a few agreements called for some loss of promotional or seniority rights following disqualification:

- (34) If after a trial period, it is found that the employee is not performing satisfactorily, he will be returned to his former job and will become junior only to the employee that by-passes him. The job will then be filled by the next senior qualified employee.
- (132) When an employee accepts promotion and thereafter fails to display the ability necessary to maintain the required job efficiency, he shall be returned to his former job. In seniority status, he shall be placed second in line on his former job, after the vacancy on the job from which he was promoted has been filled. If he is promoted a second time and fails to display the ability necessary to maintain the required job efficiency, he may be transferred or placed at the bottom of the seniority list on the job from which he was promoted, depending on the ability shown on the job in question and his past record.

If an employee is unable to satisfactorily perform the job to which he has been promoted, he shall be placed second in seniority in his former job and will not be promoted again until he advises his supervisor that he is qualified for the promotion. If he is promoted the second time and is unable to satisfactorily perform the job, he will be returned to his former job and will not again be considered for promotion unless agreed to by the company and the union.

Other agreements indicated that while the employee would normally be allowed to return to his former job or classification, changing plant conditions or seniority considerations might require his placement elsewhere, or the employee might be laid off:

- (62) The employee appointed to fill the vacancy will be required to demonstrate satisfactory performance in the new position for the period specified in the job posting notice before being permanently appointed to the new classification. If the employee fails to qualify during the trial period, he will be permitted to return to his former job, unless his former job has been filled by a senior employee. In such a case, he will be provided with other work for which he is qualified at the proper wage rate for that job.
- (133) . . . If the successful bidder for any job fails to qualify on the job, the opportunity will go to the other qualified bidders on that posting in the order of their standing, and the man failing to qualify will return to his former job (if it is still in existence; otherwise he will be handled as in a reduction in force). . . .
- (77) An employee transferred, promoted or upgraded who, within 30 working days after such transfer, promotion or upgrading is found not to possess the qualifications necessary to perform the work of his new classification, or who within this period voluntarily so requests, shall be returned to his former classification provided his seniority is greater than that of other employees then employed in such former classification. If his seniority is not then greater than that of other employees in such former classifications, he may exercise his seniority rights wherever applicable.
- (93) If within 6 weeks a successful bidder is adjudged not qualified, he will be reinstated to his former assignment provided that opening has not been filled. In this latter event, he will be offered any like or lower classification which is open, at the rate for the work, provided it is not posted on current vacancy list.

The employee will also be permitted to displace any helper in a classification which is not subject to the bidding procedure in the plant, consistent with his own seniority.

A few agreements provided for the employee's return to his former job if he failed to meet accepted requirements, but no right of return was provided if he voluntarily relinquished the job:

- (134) An employee who accepts a promotion or transfer and is found fitted for the job cannot elect to return to his old job, but if on trial, it is found that he is not fitted for the new job, he shall be returned to his old job at his former rate of pay, and shall have included in his promotional series seniority the time spent in the higher job classification.
- (135) After a bidder has been selected on the basis of his seniority and ability, he relinquishes all right to return to his former job. He shall have 30 working days to determine whether he wishes to remain on the job upon which he bid. If he wishes not to remain on the job, he will be transferred to the labor pool for a period of 30 working days before he is eligible to bid again. The company shall give the successful bidder who has been selected on the basis of his seniority and ability 30 working days to prove his worth on the new job. If he is removed from the job by the company before his 30 working days have expired, he shall have the right to return to his former job.

Another clause indicated that disqualification ordinarily would result in placement in a position lower than the one the worker had formerly held:

- (136) An applicant who fails to qualify for a job after 1 week, or requests to be removed from the job after accepting it, will be dropped to the lowest classification open and remain there for a period of 3 months.

In the remaining agreements, the employee was given little or no assurance of return to his former classification. Some specified placement on available jobs for which the employee was eligible:

- (137) Such employee shall have a qualification period of 5 working days. If the company determines that he is not qualified to perform the job after such time, he shall then be transferred to such classification where his seniority will permit, as may be mutually agreed to by the company and the union, and shall lose his bidding privilege for a period of 6 months. . . .
- (138) Employees selected for promotion shall be given a fair trial to satisfy the job requirements with the assistance of close supervision and instruction for a period not exceeding 60 days. If any employee so promoted fails in his new assignment due to lack of ability, productive efficiency, or other cause, he shall be assigned to a lower classification where his continued employment can be justified and all accrued seniority in the job classification from which he is demoted shall be cancelled.

Although some agreements gave a disqualified employee seniority credit for the time he spent in the new unit, others would cancel any seniority acquired during the trial period.

#### Seniority Status Following Promotion

When an employee's seniority group embraces the entire plant, his position on the roster is not affected by promotion or transfer within the plant. However, when seniority is administered in smaller groupings, his position may be affected. Thus, an employee's promotion or transfer from one seniority area to another can cause many problems, not the least of which is the determination of his seniority status relative to employees in the new unit. If he is placed above the bottom of the seniority list, injustices may result for the men who have worked in the unit longer. On the other hand, if he must forfeit his seniority in his former unit and begin at the bottom of the list in the new position, he may be losing job security that has required years to build. Such arrangements could seriously inhibit employees from seeking promotions and could be a problem, for example, in industries where certain units traditionally have been made up of minority groups.<sup>15</sup>

<sup>15</sup> See Peter B. Doeringer, "Discriminatory Promotion Systems," Monthly Labor Review, March 1967, vol. 90, No. 3, pp. 27-28 (also addendum, MLR, May 1967, p. 53).

Seniority status in new unit (number of agreements)									
Seniority status in old unit	Total	No provision	Plant-wide, no change	Begins		Carried over from old unit		Not clear	Other
				Immediately	Retroactively after trial period	Immediately	After trial period		
Total agreements with details <sup>1</sup> -----	325	205	35	32	11	10	18	8	6
Plantwide, no change -----	35	-	35	-	-	-	-	-	-
Lost immediately -----	11	1	-	6	-	4	-	-	-
Lost after specified time period -----	27	3	-	3	6	-	12	1	2
Retained indefinitely -----	16	1	-	9	4	-	-	-	2
Not clear-----	7	-	-	1	1	-	-	5	-
Other-----	3	-	-	1	-	-	-	-	2
No provision-----	226	200	-	12	-	6	6	2	-

<sup>1</sup> In a sample of 475 agreements.

Among the 325 agreements with detailed promotion provisions, almost 9 out of 10 specified seniority units of less than plantwide scope.<sup>16</sup> Of these, 31 percent had provisions defining the employee's seniority status in his new, old, or both units following promotion. Such provisions were found most frequently in manufacturing agreements. In nonmanufacturing agreements, they appeared most frequently in the utilities industry.

About two-thirds of the agreements with these clauses defined seniority status in both the new and old units following promotion. Most of the remainder referred to the new unit only.

The most prevalent treatment of seniority in the new unit (32 agreements) provided that seniority would begin to accumulate immediately upon entry into the new unit. A small number (6) stated that seniority in the old unit would be lost immediately upon transfer. This arrangement leaves the employee particularly vulnerable in the case of layoff and in addition limits his opportunity for advancement in the new unit:

- (139) If a person from another subdivision within the same department or from another department is the successful applicant for a job, he shall give up his seniority standing in the subdivision or department from which he was transferred and his new seniority rating in the subdivision or the department shall date from the date of acceptance.
- (140) When an employee bids for and is assigned to vacated or newly created job, his job seniority shall terminate in the old job and begin to accumulate in the new job as of the date he starts work on the new job.

In 12 of the agreements, no mention was made of the employee's seniority status on the old unit, while nine others provided that it would be retained indefinitely, usually for bumping purposes:

- (141) When an employee is transferred from one department to another he shall retain his seniority in the department from which he has been transferred, and his seniority in the new department shall date from the time of the transfer . . .

The seniority of an employee scheduled for transfer to another department as a result of job bidding shall be effective in the new department on the date of bid acceptance, and the employee shall be transferred within a reasonable period after bid acceptance.

- (142) When any assistant technician is promoted to the position of technician his seniority as a technician shall start as of the date of such promotion. Such assistant technician shall not accrue any further seniority as an assistant technician after the date of his promotion, but shall retain the seniority status which he had at the time of such promotion. It is the intent of this provision that, in the event of any layoff of technicians, any technician who has retained seniority as an assistant technician may exercise such assistant technician seniority with respect to any assistant technician with less seniority as an assistant technician at the time of such layoff.

<sup>16</sup> The 290 include 84 agreements that did not define the scope of the seniority unit.



- (143) For the purpose of determining departmental seniority, length of continuous service within a job classification shall prevail. The seniority of an employee who is promoted to a higher rated job classification, or who transfers from one job classification to another, shall commence upon the date he begins work in the new classification; however, he shall retain full seniority as related to his original employment date and job classification, in the position from which he was transferred.

An employee with service in more than one department accumulates seniority separately in each department and may only use such departmental service to avoid layoff for lack of work. . . .

A small number of agreements retained the old unit seniority for a specified time period to protect the employee should he fail to qualify during his trial or probation period on the new job:

- (144) If an employee is transferred from one classification or department to another, or is promoted, his seniority in the new classification or department will start from the date the transfer was effected. However, if such employee, within 1 year from the date of such transfer, or promotion, is reemployed in his original classification or department or is transferred at his own request or at company request back to his original classification or department, he shall be credited in his original classification or department with the seniority accrued in both classifications or departments.

- (145) An employee shall lose his departmental seniority if he requests and is granted a transfer to a job in another department and satisfactorily serves the qualifying period as defined in section 4 of this article.

If, as a result of the job bidding procedures, an employee is transferred to a new classification . . . the employee shall be considered a qualifying employee for the first 8 weeks on the new job. If the transfer involves a change in departments, the new departmental seniority shall begin from the date of selection for the new job.

In 11 agreements, seniority was to be acquired after completion of a trial period, retroactive to the time of entry into the new unit. Over one-half of these specified that the employee's seniority in the old unit was to be lost at the same time:

- (146) If an employee successfully bids and is transferred to another department he will gain departmental seniority in that department after satisfactorily completing 50 days of work in that department. He will rank on the departmental list from the date he was transferred into this department which shall become his new home department. He will lose all preferred rights to return to his previous home department.
- (147) Any employee transferred from one classification or department to another shall continue to accumulate seniority in his old classification or department and shall not be placed upon the seniority list of his new classification or department for a period of 12 months after such transfer. At the end of such period of 12 months the employee so transferred shall lose his seniority in his old classification or department and shall be placed upon the seniority list in his new classification or department his seniority therein to accumulate from the original date of his transfer.

Ten agreements specified that the employee's seniority in his former unit would be carried over in full to his new unit at the time of his promotion. Four of these agreements stated that the employee would no longer hold seniority in his former unit, while the remaining six agreements contained no reference to the seniority status of the employee in his old unit. Seniority in the old unit likely is forfeited in these cases:

- (66) Employees in the New Brunswick production and maintenance unit shall be eligible to bid for non-excluded job vacancies in the New Brunswick Medical Research unit. If selected, such an employee will have his production and maintenance unit seniority transferred to the Medical Research unit seniority list. At the same time, he will be removed from the production and maintenance seniority list.
- (148) Upon promotion to a different seniority unit an employee shall lose his seniority standing in the unit from which he is promoted, but shall carry his length of service into the seniority unit to which he is promoted.
- (149) An employee who successfully bids to another general department shall have his seniority transferred to the new general department at such time as management declares him to be the successful bidder and/or awards him the job by so indicating on the posting on the plantwide posting board.

Eighteen agreements stipulated that the employee's seniority in his former unit would be carried over in full to the new unit at the successful completion of the

trial period. This type of provision protects the employee in his old unit during the trial period. Twelve of these agreements provided that seniority in the old unit was to be lost upon completion of the trial period:

- (150) Employees who have bid into another classification or department shall not transfer their company seniority to the new classification until they have completed 90 days of continuous service. When a reduction of forces affects an employee with less than 90 days continuous service in his new department, he shall be returned to his resident department and follow the normal layoff procedure.
- (151) If an employee is transferred from one job classification group to another, he will start accumulating seniority in the new group from the effective date of transfer. He will retain his seniority for a period of 1 year in the job classification group from which he was transferred. At the end of that period his total plant seniority will be transferred and he will cease to have seniority ranking in his former job classification group. This section applies to the administration of seniority only.
- (152) An employee's seniority in any department or occupational division thereof shall be determined in the same manner as the general seniority described in section 1; provided, that an employee who is permanently transferred to another department or occupational division thereof will cease to accumulate seniority in his former department or occupational division and begin to accumulate seniority in his new department or occupational division thereof, without affecting his general plantwide seniority; provided, also, that an employee so transferred may at the end of 65 working days return to the department from which he was transferred if he so desires. . . .

In the event an employee has been transferred from one department to another and remains continuously in such new department until he has accumulated 5 years' seniority in that department, he shall then be credited with departmental seniority equal to his plantwide seniority.

In one case, the promoted employee was given the option of either carrying his seniority to his new unit or establishing seniority in the new unit while retaining it in the old:

- (11) The seniority of an employee transferred from one seniority group to another . . . shall be automatically credited to the seniority group to which he is transferred, unless the employee notifies the company and the local unions involved in writing at the time of transfer that he wishes to retain his seniority as it existed on the date of such transfer in the seniority group from which he is being transferred and established seniority in the group to which he is being transferred.

If a delay occurs between the time an employee is selected for promotion and his actual entry into the new unit, seniority in the new unit dates from the time the employee is selected for the job:

- (153) When an employee bids into a new occupation, his occupational seniority shall begin when he actively assumes work in that occupation, but will be computed from the date that he becomes the successful bidder.
- (154) For the purpose of seniority credit only, the employee selected shall be immediately listed as being assigned to the job classification on a change of status form and shall be actually transferred to it as soon as possible . . . but not later than 10 working days from the date he is selected. An extension of time may be mutually agreed upon by employee and supervision.

One agreement provided that the employee would suffer no overall loss of seniority if he could not qualify in the new job following promotion and returned to his old job:

- (155) An employee transferred or promoted from one class of work to another, within a seniority area of a major department . . . retains the class (or group) seniority he has acquired in the previous class of work (or group), but he may not exercise that seniority in the class of work (or group) to which he is transferred or promoted. If an employee is returned or demoted to his previous class of work (or group), his seniority in that class (or group) shall include the seniority he acquired in the higher class of work (or group), so that his seniority will be equal to what he would have acquired had he not been transferred or promoted.

### Frequency of Promotion

A substantial number of agreements required a waiting period before a newly promoted employee was eligible for further promotions. Such clauses tend to spread promotional opportunities more widely among employees.<sup>17</sup>

Of the 325 agreements having promotional provisions, 22.5 percent, covering 12 percent of the workers, contained such provisions. The provisions, found most frequently in the lumber, furniture, rubber and machinery agreements, usually contained wording similar to the following:

- (156) Each employee shall have no more than a total of three opportunities to bid successfully in any group in his home section for the period of 1 year from the date of this agreement and three successful bids in each subsequent annual period subject to the eligibility requirements set forth in this section.
- (157) Employees who have been promoted shall not be eligible for further promotion for 30 days after completion of the probation period.

In at least one agreement, the period of the ineligibility following promotion depended on the worker's length of service:

- (150) An employee who is selected as a successful bidder or whose job request has been honored need not be considered as a bidder or for a job request again for the period specified below:

Seniority	Limitation on next bid
90 days but less than 2 years	1 year
2 years but less than 5 years	6 months
5 years or more	90 days

Further promotional opportunities were denied employees who declined to accept, or who voluntarily gave up an awarded job:

- (108) An applicant who declines the job which he has been awarded shall not be entitled to apply for another job for a period of 9 months. No applicant who has been awarded a job for which he has applied may decline it 24 hours after such award has been posted.
- (158) When an employee has tried out a posted job and has given it up, he shall give up all right to bid upon such job for a period of 3 years, provided the character or opportunity on the job has not changed, and such employee shall also give up the second trial period at the time of the second bid upon such job.

A few contracts stated specifically that no limitations would be placed on the frequency with which employees could seek promotion:

- (159) An employee shall not successfully bid more than once in a period of 6 months time, measured from the date of his or her job bid, on jobs of equal or lower rates of compensation; however, there shall be no limitation as to the number of successful bids by an employee on jobs with a higher rate of compensation. . . .
- (160) Number of bids allowed during each contract year is as follows:
  - (a) One bid in the same classification.
  - (b) One bid in a lower classification.
  - (c) No limit to number of bids to successively higher rate classifications.
  - (d) One bid on an indefinite period job or temporary job regardless of classification.

<sup>17</sup> Clauses specifically limiting the frequency of promotion were not needed in many agreements, because this condition was effectively regulated in other ways. The employee sometimes was required to complete a lengthy trial period. In addition, when unit seniority was an important promotional factor, a low seniority status in the new unit limited further promotions.

Table 1. Promotion Provisions in Major Collective Bargaining Agreements, by Industry, 1967-68

Industry	(Workers in thousands)											
	Total studied		Referring to promotions								No provision	
			Total with provisions		With details		Subject to local negotiation		No details			
	Agree-ments	Workers	Agree-ments	Workers	Agree-ments	Workers	Agree-ments	Workers	Agree-ments	Workers	Agree-ments	Workers
All industries -----	1,851	7,529.4	1,289	5,179.9	1,201	4,755.6	40	251.5	48	172.8	562	2,349.5
Manufacturing -----	1,041	4,164.1	937	3,622.4	872	3,297.0	33	215.7	32	109.8	104	541.7
Ordnance and accessories -----	21	65.5	21	65.5	21	65.5	-	-	-	-	-	-
Food and kindred products -----	111	356.6	100	323.7	93	298.4	4	20.1	3	5.2	11	32.9
Tobacco manufacturers -----	11	24.4	11	24.4	11	24.4	-	-	-	-	-	-
Textile mill products -----	26	58.7	20	42.6	19	34.1	-	-	1	8.5	6	16.2
Apparel and other finished products -----	45	356.0	8	22.8	8	22.8	-	-	-	-	37	333.3
Lumber and wood products, except furniture -----	11	20.4	8	13.5	8	13.5	-	-	-	-	3	7.0
Furniture and fixtures -----	21	30.5	17	24.6	14	18.7	-	-	3	5.9	4	5.9
Paper and allied products -----	49	110.6	49	110.6	47	106.9	2	3.7	-	-	-	-
Printing, publishing, and allied industries -----	31	57.3	18	27.1	15	23.2	-	-	3	3.9	13	30.2
Chemicals and allied products -----	63	118.5	63	118.5	63	118.5	-	-	-	-	-	-
Petroleum refining and related industries -----	17	39.2	17	39.2	17	39.2	-	-	-	-	-	-
Rubber and miscellaneous plastics products -----	23	109.9	20	50.6	17	33.0	1	3.0	2	14.7	3	59.3
Leather and leather products -----	22	56.7	18	45.5	17	44.3	1	1.2	-	-	4	11.2
Stone, clay, and glass products -----	38	113.3	33	103.8	29	98.5	3	3.7	1	1.6	5	9.6
Primary metal industries -----	111	576.2	109	572.9	106	568.0	3	5.0	-	-	2	3.3
Fabricated metal products -----	61	144.5	56	135.5	44	92.4	5	21.4	7	21.7	5	9.1
Machinery, except electrical -----	118	325.8	115	318.2	110	258.6	4	57.8	1	1.8	3	7.6
Electrical machinery, equipment, and supplies -----	103	395.1	101	391.9	93	320.5	7	69.6	1	1.8	2	3.2
Transportation equipment -----	118	1,122.8	116	1,116.0	104	1,042.8	3	30.3	9	43.0	2	6.8
Instruments and related products -----	27	52.1	26	50.1	25	48.3	-	-	1	1.8	1	2.0
Miscellaneous manufacturing industries -----	14	30.3	11	26.0	11	26.0	-	-	-	-	3	4.3
Nonmanufacturing -----	810	3,365.3	352	1,557.5	329	1,458.6	7	35.8	16	63.1	458	1,807.9
Mining, crude petroleum, and natural gas production -----	21	120.6	18	107.7	18	107.7	-	-	-	-	3	12.9
Transportation <sup>1</sup> -----	99	646.3	42	336.7	41	313.7	1	23.0	-	-	57	309.6
Communications -----	85	595.3	77	533.9	65	481.0	2	2.2	10	50.8	8	61.4
Utilities: Electric and gas -----	72	154.6	72	154.6	70	146.4	2	8.3	-	-	-	-
Wholesale trade -----	21	38.4	13	19.7	12	18.2	-	-	1	1.5	8	18.7
Retail trade -----	121	349.7	81	225.0	74	211.8	2	2.4	5	10.8	40	124.7
Hotels and restaurants -----	47	166.2	15	65.1	15	65.1	-	-	-	-	32	101.1
Services -----	70	239.4	30	108.0	30	108.0	-	-	-	-	40	131.4
Construction -----	270	1,048.7	2	3.5	2	3.5	-	-	-	-	268	1,045.2
Miscellaneous nonmanufacturing industries -----	4	6.2	2	3.3	2	3.3	-	-	-	-	2	2.9

<sup>1</sup> Excludes railroad and airline industries.

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

Table 2. Role of Seniority in Promotions in Major Collective Bargaining Agreements, by Industry, 1967-68

(Workers in thousands)

Industry	Total with promotion details		Provisions with seniority as a factor in promotions														Seniority not a factor	
			Total		Sole factor		Primary factor		Secondary factor		Equal with other factors		Not clear		Other			
	Agree-ments	Work-ers	Agree-ments	Work-ers	Agree-ments	Work-ers	Agree-ments	Work-ers	Agree-ments	Work-ers	Agree-ments	Work-ers	Agree-ments	Work-ers	Agree-ments	Work-ers	Agree-ments	Work-ers
All industries -----	1,201	4,755.6	1,112	4,475.7	36	82.3	419	1,028.4	443	2,389.5	11	17.0	168	864.8	35	93.9	89	279.9
Manufacturing -----	872	3,297.0	816	3,164.6	31	72.7	323	749.8	307	1,823.1	6	7.7	121	434.5	28	76.9	56	132.4
Ordnance and accessories -----	21	65.5	19	57.2	-	-	8	20.7	9	29.0	-	-	1	4.5	1	3.0	2	8.3
Food and kindred products -----	93	298.4	90	290.8	11	38.5	34	90.6	27	121.1	3	4.0	13	33.9	2	2.7	3	7.7
Tobacco manufacturers -----	11	24.4	10	23.4	-	-	8	17.6	1	4.5	-	-	-	-	1	1.3	1	1.0
Textile mill products -----	19	34.1	19	34.1	-	-	10	18.8	6	9.9	-	-	3	5.4	-	-	-	-
Apparel and other finished products -----	8	22.8	4	15.1	-	-	-	-	2	10.7	-	-	2	4.4	-	-	4	7.7
Lumber and wood products, except furniture -----	8	13.5	7	12.5	-	-	3	5.3	2	3.4	-	-	2	3.8	-	-	1	1.0
Furniture and fixtures -----	14	18.7	12	14.5	1	1.1	6	7.4	2	2.9	-	-	3	3.2	-	-	2	4.2
Paper and allied products -----	47	106.9	47	106.9	1	3.8	19	50.2	21	34.8	-	-	5	6.1	1	12.0	-	-
Printing, publishing, and allied industries -----	15	23.2	9	15.2	3	4.1	2	4.7	2	2.2	-	-	2	4.2	-	-	6	8.0
Chemicals and allied products -----	63	118.5	63	118.5	1	1.5	14	25.8	40	75.3	-	-	8	16.0	-	-	-	-
Petroleum refining and related industries -----	17	39.2	17	39.2	1	1.0	13	27.2	1	7.0	1	1.4	1	2.6	-	-	-	-
Rubber and miscellaneous plastics products -----	17	33.0	17	33.0	1	1.0	9	14.6	3	8.9	-	-	2	2.9	2	5.6	-	-
Leather and leather products -----	17	44.3	13	26.7	-	-	6	9.5	4	4.9	-	-	3	12.3	-	-	4	17.6
Stone, clay, and glass products -----	29	98.5	28	97.3	2	5.7	11	19.6	14	71.0	-	-	1	1.0	-	-	1	1.2
Primary metal industries -----	106	568.0	104	565.7	3	4.0	37	102.2	48	424.6	1	1.3	11	26.1	4	7.6	2	2.3
Fabricated metal products -----	44	92.4	42	89.7	-	-	20	49.4	16	29.1	-	-	4	6.3	2	4.9	2	2.7
Machinery, except electrical -----	110	258.6	102	246.9	2	5.0	40	77.6	39	114.6	-	-	14	22.2	7	27.6	8	11.8
Electrical machinery, equipment, and supplies -----	93	320.5	86	304.9	1	1.8	32	69.9	32	108.4	1	1.0	16	116.6	4	7.3	7	15.6
Transportation equipment -----	104	1,042.8	93	1,002.7	3	4.3	34	95.7	31	750.9	-	-	23	149.0	2	2.9	11	40.1
Instruments and related products -----	25	48.3	24	46.4	1	1.0	10	21.8	4	7.2	-	-	7	14.3	2	2.2	1	1.9
Miscellaneous manufacturing industries -----	11	26.0	10	24.5	-	-	7	21.5	3	3.0	-	-	-	-	-	-	1	1.5
Nonmanufacturing -----	329	1,458.6	296	1,311.1	5	9.6	96	278.6	136	566.4	5	9.3	47	430.4	7	17.0	33	145.5
Mining, crude petroleum, and natural gas production -----	18	107.7	18	107.7	-	-	5	6.2	10	18.8	-	-	2	81.0	1	1.8	-	-
Transportation <sup>1</sup> -----	41	313.7	35	282.4	3	5.6	18	72.3	8	26.7	-	-	6	177.9	-	-	6	31.3
Communications -----	65	481.0	64	479.9	-	-	10	41.7	38	328.1	2	3.6	13	103.1	1	3.5	1	1.1
Utilities: Electric and gas -----	70	146.4	69	145.1	-	-	36	59.9	25	70.0	1	1.2	2	2.3	5	11.7	1	1.3
Wholesale trade -----	12	18.2	11	17.2	-	-	2	2.0	7	12.0	-	-	2	3.2	-	-	1	1.0
Retail trade -----	74	211.8	57	150.7	-	-	9	21.1	32	77.0	-	-	16	52.7	-	-	17	61.2
Hotels and restaurants -----	15	65.1	12	23.1	1	2.5	4	7.3	4	6.9	2	4.5	1	1.9	-	-	3	42.0
Services -----	30	108.0	26	98.4	1	1.5	10	64.7	10	23.8	-	-	5	8.4	-	-	4	9.7
Construction -----	2	3.5	2	3.5	-	-	2	3.5	-	-	-	-	-	-	-	-	-	-
Miscellaneous nonmanufacturing industries -----	2	3.3	2	3.3	-	-	-	-	2	3.3	-	-	-	-	-	-	-	-

<sup>1</sup> Excludes railroad and airline industries.

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

Table 3. Role of Seniority in Promotions, by Occupational Coverage, 1967-68

(Workers in thousands)																	
Occupational coverage	Total with promotion details		Role of seniority												Seniority not a factor		
			Sole factor		Primary factor		Secondary factor		Equal factor		Not clear		Other <sup>1</sup>				
	Agree-ments	Workers	Agree-ments	Workers	Agree-ments	Workers	Agree-ments	Workers	Agree-ments	Workers	Agree-ments	Workers	Agree-ments	Workers	Agree-ments	Workers	
Total -----	1,201	4,755.6	36	82.3	419	1,028.4	433	2,389.5	11	17.0	168	864.8	35	93.9	89	279.9	
Plant (production and maintenance) -----	967	3,205.	33	76.3	371	899.4	338	1,861.7	7	10.4	134	702.7	28	76.4	56	179.0	
Plant and white-collar combinations -----	79	391.	1	2.0	23	49.5	39	262.2	1	1.2	8	61.6	3	9.5	4	6.0	
Professional and technical -----	8	28.4	-	-	1	14.0	2	4.6	-	-	2	4.2	-	-	3	5.7	
Clerical -----	35	115.2	-	-	3	12.1	25	87.7	1	2.4	4	8.9	-	-	2	4.2	
Sales -----	25	99.4	-	-	3	6.6	4	13.3	-	-	6	27.4	-	-	12	52.2	
Clerical and sales -----	42	123.8	2	4.0	8	17.2	18	63.1	2	3.0	7	27.3	-	-	5	9.3	
Other <sup>2</sup> -----	45	191.2	-	-	10	29.6	17	97.0	-	-	7	33.0	4	8.0	7	23.6	

<sup>1</sup> Includes agreements where role of seniority varied according to labor grade level, occupation, etc.

<sup>2</sup> Includes groupings not classifiable above.

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

Table 4. Role of Seniority in Promotions, by Seniority Units Specified (Number of Agreements), 1967-68

Role of seniority	Total seniority a factor	Seniority unit specified								No reference to seniority unit
		Total	Job or occupation		Subdivision		Plant	Not clear or other <sup>1</sup>	Unit subject to local negotiation	
			Only unit specified	Primary unit with extension provision	Only unit specified	Primary unit with extension provision	Only unit specified			
Total .....	1,112	<sup>2</sup> 866	85	89	237	179	169	48	59	246
Sole or primary factor .....	455	378	37	41	111	99	67	11	12	77
Secondary factor .....	443	347	35	34	95	51	70	24	38	96
Equal factor .....	11	10	3	-	-	1	4	1	1	1
Not clear .....	168	99	9	5	29	19	24	8	5	69
Other <sup>3</sup> .....	35	32	1	9	2	9	4	4	3	3

<sup>1</sup> Includes provisions in which "units" mentioned but not specified, or were otherwise unclassifiable.

<sup>2</sup> Excludes 29 agreements that specified the seniority units, but while providing for promotions did not indicate a role for seniority.

<sup>3</sup> Includes provisions in which role of seniority varied depending on classification or labor grade.

Table 5. Method of Considering Employees for Promotions in Major Collective Bargaining Agreements, by Industry, 1967-68

(Workers in thousands)

Industry	Total with promotion details		Agreements with specified method									
			Total		Posting and bidding		Automatic consideration		Employee request		Company discretion	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries .....	1,201	4,755.6	834	3,270.4	437	1,422.4	81	315.2	90	652.0	10	76.2
Manufacturing .....	872	3,297.0	667	2,539.3	348	993.9	62	194.0	82	611.4	2	34.7
Ordnance and accessories .....	21	65.5	16	48.1	6	9.6	-	-	5	23.5	-	-
Food and kindred products .....	93	298.4	77	264.4	60	222.3	4	7.9	4	11.1	-	-
Tobacco manufacturers .....	11	24.4	8	17.6	3	5.2	-	-	-	-	-	-
Textile mill products .....	19	34.1	16	28.0	13	21.4	1	3.2	1	2.0	-	-
Apparel and other finished products .....	8	22.8	2	2.0	-	-	-	-	2	2.0	-	-
Lumber and wood products, except furniture .....	8	13.5	6	9.6	4	5.7	2	3.9	-	-	-	-
Furniture and fixtures .....	14	18.7	9	13.1	8	10.1	-	-	-	-	-	-
Paper and allied products .....	47	106.9	37	86.0	15	21.0	16	54.5	-	-	-	-
Printing, publishing, and allied industries .....	15	23.2	8	14.1	1	1.2	3	7.7	2	2.5	-	-
Chemicals and allied products .....	63	118.5	50	82.1	24	36.8	3	7.0	-	-	-	-
Petroleum refining and related industries .....	17	39.2	16	33.7	2	2.4	7	12.0	-	-	-	-
Rubber and miscellaneous plastics products .....	17	33.0	16	27.3	9	13.0	-	-	-	-	-	-
Leather and leather products .....	17	44.3	7	18.6	5	14.9	-	-	1	1.2	-	-
Stone, clay, and glass products .....	29	98.5	22	65.6	18	60.8	-	-	-	-	-	-
Primary metal industries .....	106	568.0	94	514.5	56	337.1	4	11.2	5	10.8	-	-
Fabricated metal products .....	44	92.4	32	56.6	21	34.7	-	-	5	10.4	1	1.7
Machinery, except electrical .....	110	258.6	89	220.2	39	53.7	4	15.7	21	91.4	-	-
Electrical machinery, equipment, and supplies .....	93	320.5	69	177.6	28	66.4	7	38.0	15	26.1	-	-
Transportation equipment .....	104	1,042.8	70	823.3	25	62.1	9	30.7	21	430.6	1	33.0
Instruments and related products .....	25	48.3	20	31.9	9	11.5	2	2.4	-	-	-	-
Miscellaneous manufacturing industries .....	11	26.0	3	5.5	2	4.3	-	-	-	-	-	-
Nonmanufacturing .....	329	1,458.6	167	731.1	89	428.6	19	121.2	8	40.6	8	41.5
Mining, crude petroleum, and natural gas production .....	18	107.7	14	24.5	11	18.9	1	1.1	-	-	-	-
Transportation <sup>1</sup> .....	41	313.7	20	210.9	14	195.8	1	1.6	1	5.1	-	-
Communications .....	65	481.0	33	272.2	13	117.4	5	62.3	5	31.5	6	35.7
Utilities: Electric and gas .....	70	146.4	60	108.5	29	50.9	5	8.3	-	-	-	-
Wholesale trade .....	12	18.2	6	6.8	6	6.8	-	-	-	-	-	-
Retail trade .....	74	211.8	23	80.7	11	20.5	6	45.6	2	4.0	2	5.8
Hotels and restaurants .....	15	65.1	1	2.5	-	-	1	2.5	-	-	-	-
Services .....	30	108.0	9	23.7	5	18.4	-	-	-	-	-	-
Construction .....	2	3.5	-	-	-	-	-	-	-	-	-	-
Miscellaneous nonmanufacturing industries .....	2	3.3	1	1.6	-	-	-	-	-	-	-	-

See footnote at end of table.

Table 5. Method of Considering Employees for Promotions in Major Collective Bargaining Agreements, by Industry, 1967-68—Continued

40

Industry	(Workers in thousands)											
	Agreements with specified method—Continued											
	Combination, post and bid, with automatic consideration		Combination, post and bid, with employee request		Combination, automatic consideration and employee request		Other combinations		Method not clear		Other	
	Agree-ments	Workers	Agree-ments	Workers	Agree-ments	Workers	Agree-ments	Workers	Agree-ments	Workers	Agree-ments	Workers
All industries .....	78	153.9	53	188.9	30	189.3	17	45.8	27	60.3	11	166.8
Manufacturing .....	55	111.0	46	176.1	27	178.6	13	25.9	23	54.5	9	159.4
Ordnance and accessories .....	2	6.9	1	2.0	1	3.7	1	2.5	-	-	-	-
Food and kindred products .....	4	14.8	2	3.1	1	2.9	1	1.5	1	1.0	-	-
Tobacco manufacturers .....	1	2.5	-	-	-	-	-	-	1	1.3	3	8.6
Textile mill products .....	-	-	-	-	-	-	-	-	1	1.4	-	-
Apparel and other finished products .....	-	-	-	-	-	-	-	-	-	-	-	-
Lumber and wood products, except furniture .....	-	-	-	-	-	-	-	-	-	-	-	-
Furniture and fixtures .....	-	-	-	-	-	-	-	-	1	3.0	-	-
Paper and allied products .....	4	7.6	-	-	1	1.4	-	-	1	1.6	-	-
Printing, publishing, and allied industries .....	1	1.7	-	-	-	-	-	-	-	-	1	1.0
Chemicals and allied products .....	11	14.3	3	9.0	3	5.3	1	1.3	5	8.5	-	-
Petroleum refining and related industries .....	4	7.7	1	7.0	1	2.0	1	2.7	-	-	-	-
Rubber and miscellaneous plastics products .....	1	1.1	2	3.1	-	-	-	-	3	6.6	1	3.5
Leather and leather products .....	-	-	-	-	-	-	1	2.5	-	-	-	-
Stone, clay, and glass products .....	2	2.2	1	1.4	-	-	-	-	1	1.3	-	-
Primary metal industries .....	13	25.3	7	92.1	6	32.2	3	5.9	-	-	-	-
Fabricated metal products .....	1	2.0	4	7.9	-	-	-	-	-	-	-	-
Machinery, except electrical .....	4	9.9	13	30.1	3	9.3	1	3.2	2	3.1	2	4.0
Electrical machinery, equipment, and supplies .....	4	6.8	4	5.4	3	7.5	1	1.0	6	25.3	1	1.3
Transportation equipment .....	1	2.7	4	8.9	8	114.4	-	-	-	-	1	141.0
Instruments and related products .....	2	5.7	3	5.2	-	-	3	5.4	1	1.7	-	-
Miscellaneous manufacturing industries .....	-	-	1	1.2	-	-	-	-	-	-	-	-
Nonmanufacturing .....	23	42.9	7	12.8	3	10.7	4	19.9	4	5.8	2	7.4
Mining, crude petroleum, and natural gas production .....	2	4.5	-	-	-	-	-	-	-	-	-	-
Transportation <sup>1</sup> .....	-	-	-	-	-	-	-	-	3	3.1	1	5.3
Communications .....	-	-	2	4.0	1	8.6	1	12.9	-	-	-	-
Utilities: Electric and gas .....	19	35.7	3	4.0	-	-	3	7.0	1	2.7	-	-
Wholesale trade .....	-	-	-	-	-	-	-	-	-	-	-	-
Retail trade .....	-	-	2	4.8	-	-	-	-	-	-	-	-
Hotels and restaurants .....	-	-	-	-	-	-	-	-	-	-	-	-
Services .....	1	1.2	-	-	2	2.1	-	-	-	-	1	2.1
Construction .....	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous nonmanufacturing industries .....	1	1.6	-	-	-	-	-	-	-	-	-	-

<sup>1</sup> Excludes railroad and airline industries.

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



## Chapter III. Permanent Transfers

In its broadest sense, a transfer is any move from one job, classification, or seniority unit to another. Some agreements, in fact, use the term in precisely this sense. For purposes of this study, however, a transfer is more narrowly defined, as a permanent movement from one job to a different one carrying the same or a lower labor grade or rate of pay. The employee may desire a lateral transfer or even move down to another job or promotional sequence because he considers the working conditions, employment security, or long run prospects for advancement superior to those on his present job. Similarly, an employer may want to transfer an employee for reasons of efficiency or overall plant needs.

In this study, provisions dealing with involuntary transfers, bumping to avoid layoff, and transfers to a preferred shift or because of age or disability were excluded as far as possible.

### Prevalence of Transfer Provisions

Permanent transfer provisions were less common than promotion provisions in major collective bargaining agreements. Of 475 agreements, 45.7 percent, covering 54.2 percent of the workers, contained such provisions, including seven agreements that assigned the transfer details to local negotiators:

Transfer prevalence	Agreements	Workers (in thousands)
Total agreements -----	475	2,157.5
Total agreements with transfer provisions -----	217	1,169.3
With transfer details-----	210	1,106.8
Provision for lateral moves, no mention of downgrades -----	134	428.0
Provision for lateral moves and downgrades ---	66	655.3
Provision for downgrade only-----	6	8.0
Lateral moves only; downgrades prohibited ---	1	7.5
Other-----	3	8.0
Subject to local negotiation-----	7	62.5

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

Transfer provisions were much more common in manufacturing than in non-manufacturing contracts; over 60 percent of the manufacturing agreements and only 26 percent of the nonmanufacturing agreements contained such provisions. In general, promotions and transfers by specific industry and union were along the same lines.

A relatively significant proportion of the workers to which the transfer clause applied were covered by larger agreements. Although only 15 of 35 agreements covering 10,000 employees or more contained transfer provisions, they included more than 60 percent of all workers covered.

More than one-half of the 217 transfer provisions made no specific mention of voluntary downgrades, either using the term "transfer" (or a similar term) to cover both lateral and downward movements, or making provision for lateral moves only, as in the following clause:

- (161) Employees will not be entitled to move horizontally more than once in a 6-month period and new employees will not be eligible to move horizontally during the first 6 months of their employment.

In 66 agreements, specific provision was made, sometimes with certain restrictions, for both lateral moves and downgrades. These provisions applied to more than one-half of the employees covered by transfer clauses:

- (107) Employees shall have the right to bid up, down or across, with the exception that employees who bid down or across shall only do so once in any 12-month period. This provision shall apply to permanent jobs only.
- (162) Personnel will not be permitted to apply laterally or downward unless such a move represents:
  - a. Movement from a job-rated job to an incentive job, or,
  - b. When an employee, for all practical purposes, has reached the top of his continuity and has no reasonable expectation of an opportunity to advance upward in his present department, and the move will increase his opportunity for upgrading.

A small number of other agreements referred to voluntary downgrading but either prohibited lateral moves or made no mention of them:

- (163) . . . Jobs which become vacant in milk manufacturing plants shall be posted for bid for employees in either higher or lower paid crafts. No bids will be permitted by employees in the same wage bracket in the skilled or semiskilled jobs, except for the express purpose of changing to a different shift.
- (138) Employees may bid for upgraded and downgraded jobs: Employees holding the same classifications . . . as those posted as job vacancies will not be considered for selection unless it is for a shift preference.
- (164) A transfer list will be established by the company consisting of the names of employees who have acquired seniority and have submitted a request in writing that they desire to be considered for transfer when vacancies occur in a specifically different department than that in which the employee is working. Any such transfer will be made only to the lower job grade and cannot be requested more often than once in any 6-month period. Such application must be filed at least 2 weeks before the date a vacancy occurs in order for the employee to be considered.

No agreements in the sample prohibited both lateral movements and downgrading, but restrictions exist as illustrated in the following agreement:

- (165) All employees will be eligible to bid on jobs which are posted except any employees having a higher rated job will not be considered for a job of a lesser rate. Likewise, an employee having an equal rate will not be considered for a job with the same rate as the one he currently holds.

#### Method of Transfer

Among the 210 agreements with transfer details were 152 that specified the method or combination of methods used in selecting employees for transfer. Their distribution among the various methods is shown below.

Transfer prevalence	Agreements	Workers (in thousands)
Total agreements with transfer details <sup>1</sup> -----	210	1,106.8
Total agreements referring to method -----	152	887.9
Method or methods indicated:		
Job posting and bidding -----	63	167.8
Automatic consideration or progression <sup>2</sup> -----	4	10.6
Employee request -----	90	732.4
Company discretion -----	11	29.6
Unclear -----	6	9.4
Other -----	1	2.4

<sup>1</sup> In a sample of 475 agreements.

<sup>2</sup> Nonadditive: Some agreements mentioned more than 1 method.

Almost three-fifths of the agreements that specified a method for transfer permitted the employee to initiate the action by a request. This method was the only one used in 72 agreements. Eighteen additional agreements used this arrangement in combination with one or more other methods.

Posting and bidding, which appeared in 49 agreements as the sole method of transfer, was the second most frequently used method. This arrangement occurred in combination with one or more other methods in an additional 14 agreements. Thus, employee request and posting and bidding were used as the sole method of transfer in 121 agreements.

Transfers initiated by the company were used as the sole method of permanent transfer in a small proportion of the agreements.

### Trial or Training Period Following Transfer

Only 62 of the 210 agreements having transfer provisions, covering fewer than a quarter of the workers, referred to a trial period. The low prevalence of such provisions may indicate that, as a rule, workers are transferred to jobs in the same or a related line of work, and hence a trial period would not be necessary.

The time allowed for training following transfer was, as indicated below, in general, less than that allowed following promotion. Thus, fewer than 10 percent of the clauses cited a trial period over 60 days. The clauses were almost always worded similarly to clauses pertaining to trial or training following promotion.

Provisions	<u>All industries</u>		<u>Manufacturing</u>		<u>Nonmanufacturing</u>	
	Agree- ments	Workers (in thousands)	Agree- ments	Workers (in thousands)	Agree- ments	Workers (in thousands)
Total agreements with transfer details <sup>1</sup> -----	210	1,106.8	161	880.7	49	226.1
No reference to trial or training period -----	148	859.2	104	644.0	44	215.2
Reference to trial period -----	62	247.6	57	236.7	5	11.0
Time period:						
30 days or less -----	32	179.7	30	175.9	2	3.9
31-60 days -----	8	21.6	7	18.1	1	3.5
Over 60 days -----	6	9.2	5	7.8	1	1.4
Combinations, trial period varies -----	2	3.5	1	1.3	1	2.2
Not indicated -----	10	25.1	10	25.1	-	-
Other -----	4	8.6	4	8.6	-	-

<sup>1</sup> In a sample of 475 agreements.

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

Of the 62 agreements providing for a trial period, 45 provided also for placement of an employee who failed to qualify. As in promotion provisions, most of these clauses permitted the worker to return to his former job or occupational classification, usually without penalty:

(166) . . . Any employee who accepts a transfer at his . . . request . . . and proves incapable of performing the work required in a satisfactory manner may, within 30 days, be transferred back to the job classification from which he was transferred, displacing the employee who replaced him, without loss of occupational or plant seniority. . . .

(167) If the employee chooses to return or fails to qualify during the 13 weeks, he will return to the rate of pay and job status he held before attempting the . . . transfer.

### Determining Factors in Transfers

In comparison with promotion provisions, a relatively small proportion of agreements described the criteria for determining the eligibility and selection of employees for transfers. Many of the provisions were not comprehensive and referred only to particular parts of the transfer process, such as the method of transfer

or the training period. A reason for these two situations may be that, in general, lateral and downward movements are less frequent, and consequently of less concern to negotiators.

Role of seniority. Seniority was mentioned as a factor in transfers in only 57 percent of the 210 agreements having detailed transfer clauses, compared to 93 percent in promotions. The provisions applied to 76 percent of the employees covered by detailed provisions.

Transfer prevalence	Agreements	Workers (in thousands)
Total agreements with transfer detail -----	<sup>1</sup> 210	1,106.8
Total agreements providing role for seniority -----	120	837.3
Role of seniority:		
Sole factor-----	13	29.2
Primary factor-----	44	584.8
Secondary factor-----	41	132.9
Equal factor-----	2	2.2
Ambiguous-----	17	81.7
Other -----	3	6.6

<sup>1</sup> In a sample of 475 agreements.

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

When mentioned, seniority tended to be assigned a determining role more often in transfers than in promotions, perhaps because such movements were usually less important to the efficiency of the firm. Seniority was given sole or primary consideration in nearly one-half the agreements and applied to about three-quarters of the workers covered by such provisions. By comparison, only two-fifths of the promotion provisions, covering one-quarter of the workers, made seniority dominant:

- (168) In January and July of each year, employees will be given the opportunity to initiate transfer requests. During these months, any employee with not less than 12 months' service on the same assignment may apply for a transfer or another class of work. Such transfers will be approved if the transfer will prove to be advantageous, in management's judgment, to both the employee and the company.

Approved transfer requests will be filled in the order of the seniority of service of the applicant i.e., an employee with the longest service with the company will be given the first transfer opportunity.

About one-third of the provisions, covering 16 percent of the workers, assigned seniority a secondary role, compared with two-fifths of the agreements and 53 percent of the workers in the promotion study:

- (169) Transfers of a permanent nature . . . shall be made . . . on the basis of ability, performance, experience and seniority. When ability, performance and experience are substantially equal, seniority shall govern.
- (170) Transfers . . . shall be based upon fitness and ability with seniority a factor only when all other things are equal.

Most seniority clauses contained wording similar to that used in promotion provisions. One unusual clause, however, indicated that transfers would be effected on the basis of "half-seniority:"

- (171) When there is a vacancy in a department, an employee having submitted a request for transfer to the department shall be considered on the basis of one-half seniority, in his present department.

Nonseniority factors. Criteria other than seniority used in selecting employees for transfer were found in 110 of the 210 transfer provisions shown on the following page:

Transfer prevalence	Agreements	Workers (in thousands)
Total agreements with transfer detail <sup>1</sup> -----	210	1, 106, 8
Total agreements with nonseniority factors -----	110	786, 6
Nonseniority factors indicated: <sup>2</sup>		
Skill and ability -----	67	186, 8
Physical fitness -----	29	89, 5
Education or training -----	6	26, 2
Tests or examinations -----	5	9, 5
Unspecified qualifications -----	48	609, 6
Other -----	4	10, 5

<sup>1</sup> In a sample of 475 agreements.

<sup>2</sup> Nonadditive: Many agreements mentioned more than 1 factor.

For the most part the nonseniority factors for transfer and promotions were similar. However, a greater proportion of the clauses referred to "qualifications" and a smaller proportion to skill and ability in transfers than in promotions.

### Seniority Status of Transferred Employees

The various ways in which the conflicting seniority claims of employees seeking transfers and those already in particular units are resolved, are summarized in the tabulation below.

Seniority status in new unit (transfer) (number of agreements)									
Seniority status in old unit (transfer)	Total	No provision	Plant-wide, no change	Begins		Carried over from old unit		Not clear	Other
				Immediately	Retroactively after trial period	Immediately	After trial period		
Total agreements with transfer details -----	210	93	16	33	10	10	27	10	11
Total agreements with provision -----	108	13	16	29	9	4	19	8	10
Plantwide, no change -----	16	-	16	-	-	-	-	-	-
Lost immediately -----	16	-	-	10	-	4	-	-	2
Lost after specified time period -----	41	9	-	6	5	-	17	2	2
Retained indefinitely -----	21	3	-	12	4	-	-	1	1
Not clear -----	9	-	-	1	-	-	2	5	1
Other -----	5	1	-	-	-	-	-	-	4
No provision -----	102	80	-	4	1	6	8	2	1

<sup>1</sup> In a sample of 475 agreements.

Under the most frequent arrangement, the employee started to accumulate seniority on the date of his transfer. Of the 33 contracts with such provisions, 16 indicated that the worker would have to relinquish all previous seniority either immediately or after a designated time period:

- (172) Any employee transferred to another department at his request shall enter the new department at the bottom of the seniority list in that department and forfeit all seniority rights in the department from which he is transferred.
- (173) If any employee is transferred to a different department, he shall have a 90-day trial period in his new department without losing any seniority in the department from which he came. If he remains in the new department longer than the 90-day trial period, he can, within 18 months, request a re-transfer back to the department from which he came, if such re-transfer is possible. If he decides, after 18 months to stay in the department to which he was transferred, his seniority in the department from which he came shall be lost and his seniority in the department to which he transferred shall begin from the day he was transferred into that department.

- (174) Employees may be transferred from one job classification to another or from one department to another within the plant. Seniority shall be retained for the period of 1 year in the old department and commence in the new department as of the date of transfer.

In one variation of the above, the time period for retention of seniority was equal to the length of service in the old unit. This "dormant" seniority could be used in bidding for other jobs:

- (6) Departmental seniority shall be defined as the total length of time the employee has been employed in a department.

Plant seniority shall be defined as the total length of time the employee has been employed at the plant.

Dormant seniority shall be defined as the length of time the employee retains in his old department when transferred to a new department. At the time when departmental seniority in the new department equals the accrued departmental seniority in the old department, such seniority shall cease in the old department.

Dormant seniority may be used on job postings.

Twelve of the 33 agreements permitted the employee to retained indefinitely seniority accrued in the old unit. Although this seniority usually could be exercised in the event of layoff, one agreement permitted the employee to return to his former job only through the job bidding process:

- (175) After 30 days he shall accumulate seniority in his new department from the date of transfer and retain his seniority accumulated in his old department. He shall not be permitted to exercise his seniority in his old department unless the job to which he transferred in the new department is abolished or, through a decrease in forces or lack of work, he loses job rights in his new department. In such event he will be permitted to return to his former job in his original department and exercise his original seniority in his former department.
- (61) An employee who bids into a lower or equal job classification or voluntarily returns to a lower or equal job classification in which he holds seniority will retain such seniority as he has accumulated in the higher or equal job classification, but shall not accumulate further seniority in the higher or equal job classification. Return to the higher or equal job classification can only be accomplished by job bidding.

In 27 of the 210 agreements, seniority in the old unit was carried over in full to the new unit after the trial period, including 17 where seniority in the old unit ceased. The seniority status in the old unit was not mentioned in the remaining agreements:

- (10) An employee transferring from one division to another shall continue to accumulate his seniority in the old division for a period of 2 years, after which time he will lose seniority in the old division and obtain equivalent seniority in the new division.
- (176) When any employee is transferred from one department to another, for any reason, there shall be no loss of seniority, which shall remain in the old department. After 1 year of continuous employment in the new department, the transferred employee's seniority shall be transferred to the new department and shall be dated in accordance with his previous record in the old department.

In 10 other agreements, seniority in the old unit was to be carried over to the new unit immediately upon transfer:

- (177) In cases where an employee is transferred from one department to another, he will carry his seniority into the new department.

#### Restrictions on Frequency of Transfer

Fifty-five of the 210 transfer provisions set limits on the number of times an employee could apply for a transfer. Nearly all the restrictive clauses were found in manufacturing agreements widely distributed among industries:

- (178) After an employee has submitted a bid and has been notified that he is the successful bidder, he may not bid for any other job opening for a period of 3 months unless it is for a higher rated job than the one he is on, but in no case may he bid back for the job classification he bid off last, before 3 months have elapsed.
- (179) An employee applying for and placing on a job of lower or equal classification will not be considered for further transfer for a period of 12 months.
- (180) An employee may make no more than one voluntary transfer to a permanent job in the same or a lower wage grade in any 4-month period.

## Chapter IV. Special Transfers and Promotions

General provisions covering promotions and transfers are often inadequate for dealing with the wide variety of voluntary personnel movements which are encountered in a company's day-to-day operations. Many agreements, accordingly, contain specific clauses designed to deal with temporary transfers, the creation of new seniority units, promotion of employees to positions not included in the bargaining unit, and others. This section, based on a sample of 475 agreements (350 having general promotion and/or transfer provisions) describes the prevalence and nature of these special seniority provisions.

### Restrictions on Transfers Between Specific Jobs or Units

In addition to the restrictions on movement imposed by general provisions, some agreements restrict or prohibit transfers into or from specific jobs or units. Such clauses provide an additional safeguard against assignment of unqualified personnel to jobs requiring special skills, or other use of seniority that may be detrimental to efficiency. They also may protect key employees who have less seniority. Of the 350 sample agreements which refer to promotion or voluntary transfers, special restrictions were found in 7 percent, covering 5 percent of the workers. Most of the clauses referred to jobs or skill classifications rather than plant subdivisions.

The restrictions, as illustrated in the following clauses, sometimes prohibited all transfers between the specified units, and at other times applied only to downgrading:

- (181) Production employees shall not be permitted to transfer to the maintenance and power departments, nor shall maintenance and power department employees be permitted to transfer to production departments, under any circumstances whatsoever.
- (182) Requests for transfers cannot be entertained for transfer into the following departments: (1) Repair parts; (2) lamp assembly; and (3) export crating.
- (131) The seniority of . . . mill employees, maintenance employees, truckdrivers, tool and die shop employees, stamping department employees, and in-line checkers shall be effective only among themselves, respectively. There shall be no downgrading into or out of these departments.

In a few agreements, transfers into or from named jobs or units were allowed provided the employees possessed specified nonseniority qualifications:

- (180) No employee will be considered for a job in a skilled trade unless he has qualified in that trade with the company or served a recognized apprenticeship elsewhere.
- (128) Employees hired into the laborer and janitor classifications without a high school diploma or certificate will not be permitted to bid on any other job in the plant, nor will they be eligible for promotion. . . .

If an employee hired under this clause obtains a high school diploma or certificate of equivalency, he will then be permitted to exercise his seniority rights to bid on any job.

### Temporary Promotions and Transfers

Temporary assignments are frequently necessary to meet short-term needs, often caused by the absence of regular employees. The nature of the work and the

opportunities for training or future advancement determine whether employees seek such jobs. Companies ordinarily prefer to fill these temporary vacancies with the least disruption to operations, while unions are more concerned over seniority rights and the rate to be paid for such work.

Provisions for filling temporary vacancies were found in 153 of the 475 major collective bargaining agreements, covering slightly over one-fifth of the workers. They were encountered most frequently in manufacturing agreements, particularly in paper and allied products, petroleum refining, primary metals, and chemicals.

Many agreements did not define a temporary vacancy; fewer than one-half mentioned a time limit. A number of agreements, however, as in the following example, described in detail both the nature and the maximum duration of a temporary vacancy:

- (183) A temporary vacancy is hereby defined as a vacancy which occurs in a permanent job description as a direct result of a temporary absence of the incumbent due to illness, injury, vacation, leave of absence, temporary transfer, or other reason, and considered to be of 90 days' duration, or less, at the end of which period it is believed the incumbent will return and assume his regular duties. Prolonged illnesses, etc., which continue for more than 90 calendar days will be discussed with the union and agreement reached as to whether the vacancy should be posted.

A temporary job is hereby defined as an extra job, over and above the regular number of jobs normally available, and which will continue for only a limited period of time and for a particular project, such as for a special construction project, taking inventory, clean-up project, etc. Such a job shall be classified as temporary only if it is believed to be 90 days' duration or less.

A temporary transfer is hereby defined as the transfer of an employee from his regular occupation to another occupation on a day-to-day basis or for a period of time not to exceed 90 continuous calendar days as a result of the absence of another employee, transfer of another employee, or operational requirement.

Most of the agreements defining a temporary vacancy of maximum duration specified a period of 30 days or less, although in at least one agreement a transfer could be considered temporary for as much as 1 year. Some provisions called for all temporary vacancies extending beyond the specified period to be treated in the same manner as permanent openings, as in the following:

- (61) A temporary vacancy is a vacancy which is of 30 calendar days or less duration. After 30 calendar days a temporary vacancy shall be considered a job opening and shall be filled under the applicable provisions of this agreement. It is within the discretion of the company to determine whether a temporary vacancy or job opening shall be filled.

When only a short period is specified, a regular employee might return from a longer excused absence to find his job permanently assigned to another worker. In recognition of this problem, a substantial number of agreements specified that the maximum period for a temporary vacancy could be extended under certain circumstances, or by mutual consent:

- (184) Vacancies shall be considered temporary for not more than 3 weeks except in the cases of sickness, industrial accidents, or vacations.
- (102) Beyond 5 days the job shall be posted where required by the provisions of section 19 (job bidding), unless the vacancy results from the regular job holder being on vacation, jury duty or on experimental work, or from any other temporary absence. In such case, it shall be the length of the regular job holder's vacation period, jury duty, or temporary absence. If such vacancy results from a regular job holder being absent, due to illness or injury, in such case it will be the length of the period of injury or illness.
- (109) The words "temporary vacancy" wherever used in this agreement shall be defined as a vacancy which does not extend beyond 30 working days except vacancies due to industrial injuries, sickness, leaves of absence, or vacations.

A few agreements protected excused absentees by stating that these openings would be considered temporary for a longer period than other types of vacancies:



- (185) A job which is vacant because of the authorized absence of the employee permanently assigned to it may be filled by temporary assignment for 13 weeks. It will be considered a permanent vacancy and filled by permanent assignment at that time or sooner if it appears certain that the absentee will not return within 13 weeks.

Other vacant jobs may be filled by temporary assignments for up to 7 weeks consecutively. If such jobs are then still operating, they will be considered to be permanent vacancies and filled by permanent assignments.

Procedure for filling temporary vacancies. Clauses outlining the procedures to be used in filling temporary vacancies were present in 117 of the 153 agreements. The methods normally used to fill permanent job openings—post-bid and employee request—were relatively rare.

Most frequently management had the unrestricted right to assign employees to fill temporary vacancies, usually without regard to seniority. In one of three agreements, these rights extended to all vacancies defined as temporary:

- (186) Whenever a job vacancy shall occur due to a leave of absence, vacation, extended period of illness, or any other cause whereby the absent employee maintains his full seniority status, the vacancy shall be filled by the company in any manner deemed suitable. The job will not be posted and the employee placed on the job shall continue to accumulate seniority on his regular job.
- (187) Temporary vacancies occasioned by temporary absence of the employee permanently assigned to the job. This kind of vacancy, if the company decides to fill it, may be filled by temporary assignment of any qualified employee or by outside employment of a nonregular employee in the discretion of the company. If a nonregular man is employed, the division involved will notify orally the appropriate delegate of the union in advance of such hiring:
- (1) The reason necessitating the hiring of a nonregular employee, and
  - (2) The anticipated duration of the assignment.

In 12 percent of the agreements, the company was permitted to select employees without regard to seniority provisions under specified conditions. Most such provisions permitted company selection for jobs expected to last a short period of time:

- (188) Temporary openings on permanent jobs of not more than 7 days duration may be filled without regard to seniority. The full 7 days will not be used in cases where the in-the-line promotions can be accomplished in less time without monetary penalties.

A few clauses allowed the employer to fill the vacancy at his own discretion only if no senior employee requested the job:

- (189) Temporary vacancies shall be filled at the discretion of the employer in conformity with article 1 and section 2 of this article [equal opportunity for union members] when no other employee bids on such temporary vacancy.

In 20 percent of the agreements, covering more than one-half of the workers, the provisions required the temporary opening to be filled by the employee who was next in line for the job on a permanent basis (provided he was qualified) or by the senior worker among those eligible for the vacancy. The "automatic" filling of temporary vacancies in this manner relieves management of resorting to the more formal post-bid or employee request procedures for short-term vacancies. A few representative clauses are as follows:

- (190) When a temporary vacancy occurs, it will be filled by the employee having the most applicable seniority if such employee is properly qualified to maintain satisfactory performance standards in the temporary opening.
- (7) A temporary vacancy of indefinite duration shall be filled by the next man in the line of promotion on the turn in which the vacancy occurs. When the temporary vacancy has continued for a period of 2 weeks, it shall be acted on in accordance with the following procedure:
- (1) The next man in an established line of promotion will fill the vacancy.
  - (2) Further procedures for filling temporary vacancies are or may be covered by local agreements.
  - (3) If and when a temporary vacancy becomes permanent, it will be posted for bids as a permanent vacancy as provided in this article.

- (111) Temporary job vacancies caused by an employee being off from work for 1 or more weeks shall be filled by departmental seniority. . . . Upon completion of the temporary assignment, the employee shall return to the job he had prior to the temporary assignment.
- (48) Employees selected for temporary upgrading shall ordinarily be those who would be upgraded were the upgrading to be on a permanent basis.

A number of these provisions specified automatic consideration in combination with other methods. The additional criteria were often applicable for temporary jobs of longer than normal duration. A few clauses, such as the following, used the second procedure if no employee was in line for the job:

- (175) All temporary jobs must be filled. Temporary shall be construed to mean a vacancy caused by an employee being absent for 5 or more days. An employee next in job line or job seniority shall be asked to fill the vacancy. If there are no employees next in job line or job seniority then the job must be posted as temporary. The oldest-service employee bidding with ability to do the job shall fill the vacancy.

A job left vacant due to an employee being absent because of sickness, disability, leave of absence or other legitimate reason, shall be considered temporary up to 6 months; after 6 months the job will be reposted and the bidder awarded the job will then start to accumulate seniority. The employee who was off due to sickness, etc., shall claim his job when he is able to return to work.

Post and bid procedures, encountered in about one-fifth of the agreements, were used mostly in combination with other methods, and usually applicable only if the search had to be widened (as in the preceding clause) or if the vacancy lasted beyond a specified time. When posting was the method used to fill both permanent and temporary vacancies, some agreements were careful to distinguish between the two:

- (191) When an opportunity for a temporary job exists, it shall be posted in the same manner as if the job were a regular one; provided, however, that the work "temporary" be written on the notice for bid. Any employee who accepts such a temporary job will be given the same consideration in holding this job as given to an employee who bids off a regular job, except that when the regular employee returns to work, the temporary employee will return to his regular job. An employee working in any classification on a temporary job bid will be the first to be laid off from the classification in case of a layoff in the classification and will return to his permanent job.

The employee request method, common in the filling of permanent vacancies, was used infrequently for temporary jobs:

- (192) In the cases of temporary vacancies involving transfers within a seniority unit, the company shall, to the greatest degree consistent with efficiency of the operation and the safety of employees, assign the employee with longest continuous service in the unit who desires the assignment, provided that in an emergency, involving continuity of production, management may immediately fill the job with the first available and qualified employee in the area.

A variety of other methods or combinations of methods were contained in the remaining agreements. A few agreements require filling certain types of temporary openings by reliefmen or men whose full time jobs consist of filling such vacancies. In one agreement, openings resulting from vacation absences were filled by students hired for the summer. Rarely did an agreement require all temporary openings to be filled by the employee who had the least service:

- (174) Temporary transfers of employees may be made not to exceed 1 week to take care of unusual conditions. Such transfer shall, in case the employee is qualified, be made on the basis of seniority, namely, the employee with the least amount of seniority shall first be required to accept the transfer. Employees may be temporarily transferred from or to the dry cleaning department for a period not to exceed 4 weeks, to take care of unusual conditions. . . .

Seniority during temporary assignments. Relatively few agreements referred to the seniority status of employees who were on temporary assignment. In the remainder it may be assumed that, as a rule, the employee continued to accumulate

seniority in his regular unit, or possibly that temporary assignments normally were not made between seniority units. Twenty-seven agreements stated that the temporary assignment would not affect the employee's seniority status in his old unit:

- (193) A bargaining unit employee temporarily assigned by the company to perform work in another department within the bargaining unit shall, for the duration of the assignment, accumulate seniority in his permanent department and not in the department to which he is temporarily assigned.
- (194) Temporary transfers shall not accumulate seniority credit on a job to which he has been transferred; instead he shall continue to accumulate seniority on the job from which he was transferred.

Of the agreements having temporary vacancy provisions, only one permitted an employee to accumulate seniority in the unit to which he was temporarily assigned. Even here, such accumulated seniority was lost when the employee returned to the regular unit:

- (57) An employee assigned to a temporary vacancy or temporary job in any seniority unit shall accumulate continuous service within such unit during the period he is so assigned. If the temporary assignment is discontinued for any reason other than termination of employment, he shall have the right to return to his former job or a seniority unit, if any, with continuous service credited therein during his temporary absence. . . .

If the temporary assignment was located in a seniority unit other than the unit which included his regular job, his continuous service accumulated during the temporary assignment shall be canceled upon his displacement from said unit for any reason.

A few agreements, on the other hand, specifically stated that the employee would not acquire seniority in the new unit:

- (195) When an employee is temporarily transferred to any other position in the company, his name will remain on the seniority list in his group and he will retain his division, or department seniority. An employee temporarily transferred will not acquire any new seniority for the position to which he is temporarily transferred.
- (73) Temporary transfers made necessary by the illness, injury, or vacation of an employee shall not give an employee seniority in the department or classification to which he is transferred, regardless of their duration.

No provisions were encountered that froze or deprived an employee of seniority in his regular unit while on assignment in a different unit. Occasionally, however, agreements which provided for automatic or progression assignments to temporary vacancies also reduced the seniority status of employees who refused such assignments:

- (188) When an employee refuses a temporary opening for reasons other than illness or temporary physical disability, allowing another employee to bypass him, he shall become junior to the employee immediately below him in the line of progression.

### Seniority in a New Unit

Occasionally, problems concerning the seniority status of employees assigned to a new organizational unit may arise. Of the 475 agreements studied, 18 contained clauses relating to or defining seniority in such situations.

The seniority of employees assigned to new units was treated in a variety of ways. For example, one agreement established departmental seniority on the date of entry into the unit; plant seniority determined the ranking of employees who had the same date of entry:

- (196) All employees in a new seniority section on the date when that new section is created shall take the date of the creation of the new section as their sectional seniority date and plant seniority dates will be used to determine the proper place of each individual on the sectional seniority list in relation to the other employees having the same sectional seniority date.

Several agreements based seniority in the new unit on the employee's standing in his former unit, as in the following examples:

- (69) When a new department is created and employees are transferred to it from other departments, their seniority in the new department shall be established on the basis of their service in the department from which they came. If the new department is discontinued within 1 year of establishment, employees may return to their former department in the same seniority position they had when they left.
- (197) Should a new department be created, employees transferred to the new department will be transferred to the new department with the same seniority held by them in their former departments, provided, however, that they will not retain seniority in the department from which they have been transferred. If a department is split up into two or more departments, the employees involved shall have seniority only in their new department. If two or more departments are combined into one department, the employees involved shall have the same seniority in the new department as they held in their former departments.

In one of the two preceding clauses the employee retained seniority rights in his former unit, while in the other he did not. The question of seniority retention may arise if the new unit is later discontinued or if the employee wants to return for personal reasons.

Some agreements provided that any changes in seniority resulting from the creation of new units would be subject to local negotiation:

- (198) The company may at any time establish new departments or regroup any departments now appearing on the chart marked exhibit "A". If such changes in any way affect the status of the employees concerned for the purposes of this article, such status shall become a matter of determination between the local management of company and the local adjustment committee and shall become a part of this agreement when approved by the company and union.

#### Seniority in Transfers With a Job or Machine

Many companies permit employees to follow their work if their jobs or machines are moved to other units. Of the 475 agreements, 28 included arrangements to avoid disagreement in such situations.

In general, these clauses provided that the employee would carry his accumulated seniority with him, as illustrated in the following provisions:

- (199) If work is transferred from one department or division to another and if the employees who have been performing that work are transferred, their seniority shall be transferred and credited in the department or division to which they are transferred. In the event of a reduction in force involving these employees, they shall be treated as if they were in a line of promotion that was transferred.
- (200) When the jurisdiction of an activity is transferred from one department to another, employees involved in such transfer shall carry their departmental seniority to the department to which they transferred.
- (201) In the event of a job being transferred from one part of a plant to another, or from one department to another, the employees working on the transferred job shall have the privilege of being transferred with the job and retaining full seniority rights.

Although most clauses referred only to seniority in the new unit, some agreements also defined the employee's seniority standing in his old unit:

- (108) If, in the future, the company transfers an operation from one plant or seniority group to another plant or seniority group on a permanent basis and offers to transfer with it employees performing the operation, employees who accept such offer and transfer to a new plant or seniority group shall lose seniority in their old plant or seniority group and shall have seniority in their new plant or seniority group equal to their plant and group seniority at the time of transfer. Employees performing the operation who do not accept such offer shall exercise their seniority in their old plant or seniority group in accordance with section 2 of this article.

#### Seniority in Transfers and Technological Change

Provisions relating to the seniority status of employees transferred within the plant as a result of technological change were found in 14 of 475 agreements. The paucity of clauses referring specifically to technological change would indicate that general transfer clauses would become operative in these as well as other situations.

The provisions varied; some referred only to the employee's seniority status in his new unit, while others defined it in both new and old units:

- (202) As a result of mechanical improvements or methods changes within individual departments, it has been and may be necessary to permanently reduce the work force. Permanent reductions are made on the basis of departmental seniority starting with the employee who had the least seniority in the department. These employees are placed in another department and are granted departmental seniority as of their date of entry into the new department. They shall return to their original home department in their original departmental seniority as openings occur. Upon permanent return to their original home department, their seniority status in the secondary department shall be cancelled.
- (96) When an employee is displaced due to an abolished job or as the result of a technological improvement, the employee shall first exhaust his department seniority. In the event that such an employee's departmental seniority is exhausted, that employee will have the opportunity for 10 days to use his mill seniority in any department of the plant with an adequate training period of not less than 14 working days in which to qualify in that department. If the employee qualifies in such department, the employee shall acquire department seniority on the basis of his mill seniority.
- (203) If it should become necessary for the company to transfer an employee or a group of employees from one department to another, because of changes in methods or products or to facilitate production, such employee or employees shall retain seniority for a period of 1 year only in the department from which transferred, at the end of which time all accumulated seniority in both departments shall be accredited to such employee or employees in the new department to which transferred.

Commonly, employees acquired full seniority rights in the units to which they were assigned. Sometimes they were accorded bumping rights similar to those found in general layoff provisions:

- (204) Should any department in a factory be partially or permanently discontinued due to the installation of new machinery or technological changes, then such employees who have been affected shall be given opportunity for transfer to bottom of the promotion schedule in another department in the same plant provided they are qualified and meet the following conditions: (1) Any employee having 5 years or more seniority in that department or plant can displace an employee with less than 3 years plant seniority or; (2) any employee having 10 years or more seniority in that department or plant can displace any employee with less than 5 years plant seniority.
- (158) The term "job abolishment" shall mean the loss of a specific job by an employee within a department because of technological changes which have resulted in a reduction in the working force of the department in which he is employed. When such a reduction occurs:
  - a. The company will endeavor to place the employee on a job which will most fully utilize the skills possessed by the displaced employee, or
  - b. An employee whose job is abolished by reason of technological change and the employee is displaced thereby, shall have the privilege of consulting the departmental seniority lists and replace an employee with less seniority whose job he has successfully performed, and which fact appears on his personal record, or
  - c. He may replace the employee with the least seniority in the department wherein the claim is exercised, whose job he is capable of filling by having actually performed the job or related work.
  - d. In all events, the employee shall carry his full seniority for all purposes to the new department, effective the date of transfer.

One agreement provided that the status of the employees would be negotiated separately in each instance:

- (205) When the company makes changes in methods, operations, materials, tools, equipment, or machinery which makes it possible to combine, transfer, or subdivide duties of one or more operations within a department or across departmental lines, the company will notify the shop committee at least 1 week prior to making such changes and will negotiate with the shop committee in order to determine the legal claim of employees to such new or revised classifications.

### Seniority in Promoting or Transferring Out of the Bargaining Unit

The seniority status of workers who are promoted or transferred to jobs outside the bargaining unit frequently is stipulated in collective bargaining agreements. In adhering to a policy of promotion from within, companies may offer qualified workers an assignment not covered by the agreement. First-line supervisory positions, in particular, often are filled in this manner.

Workers may be reluctant to leave the bargaining unit, even for a better job with the company, unless they are assured of the right to return with unimpaired seniority if such a move later becomes necessary. Although companies seldom object to granting employees such rights, unions often are opposed. Many unions, reflecting the sentiments of members toward those who have joined "management," favor limiting the seniority rights of employees who have left the bargaining unit. A few unions take the position that an employee promoted out of the bargaining unit is no longer covered by the agreement and should immediately lose all seniority rights.

Of the 475 sample agreements studied, 210, covering slightly over one-half the workers, dealt with this issue. Thirty referred only to the seniority status of employees while out of the bargaining unit, another 37 referred only to the treatment of seniority on return, and both situations were dealt with in the remaining 143 agreements.

The most common practice, found in over one-fourth of the agreements, allowed full seniority protection; seniority was retained and accumulated while out of the bargaining unit, without time limitation. Nearly all of the clauses also specified that the employee would be credited with full seniority upon return to the bargaining unit:

- (206) Any employee in the bargaining unit who is promoted to a job with the company outside the bargaining unit shall retain and accumulate plant seniority and operation and unit seniority in the operation and unit he was working at the time of promotion. This provision shall also apply to employees who were promoted prior to the effective date of this agreement from jobs within the bargaining unit.

If the employee is returned to the bargaining unit, he shall return to his last bargaining unit job, provided it is held by an employee with less unit seniority. If he cannot be so placed, he would follow the reduction in force procedure outlined in section 15 of this article.

During the 12 months immediately following such promotion, the employee shall upon his written request be returned to the bargaining unit. The company may return any such employee to the bargaining unit any time at its discretion.

- (207) Bargaining unit employees who are transferred to supervisory positions out of the bargaining unit shall accumulate seniority while occupying such supervisory positions; such employees, if qualified, may bump back or be transferred into a bargaining unit classification with full seniority accumulation, including time in the supervisory position.
- (208) An employee promoted to a position at the plant outside the bargaining unit shall continue to accumulate seniority in the unit which shall be added to previously accrued seniority in the bargaining unit if he is later assigned to a job within the scope of the bargaining unit.

A few agreements, although making no mention of accumulation of seniority while out of the bargaining unit, reached the same goal by indicating that an employee would receive full seniority credit upon his return:

- (209) If a management employee who had previously been employed on work which is now included in the bargaining unit, is returned to a job classification in the bargaining unit, his seniority in his new job classification shall include his period of service in the management job classification, plus any seniority for which, in accordance with the provisions of this article, he would otherwise be eligible in the job classification in which he is being placed.

About 15 percent of the agreements provided full seniority credit only on return under specified conditions. One-half of these clauses stated that seniority would not be accumulated after a specified period; employees remaining out of the bargaining unit

beyond this period would retain, but not accumulate, seniority. Such clauses are designed to offer full protection to the employee during his trial period, but with only partial or diminishing protection thereafter:

- (118) In the event any employee covered by this agreement is promoted to a position outside the bargaining unit, and such an employee is subsequently transferred back into a classification within the bargaining unit, he shall be credited with the amount of seniority which he had acquired before his promotion and shall be credited with time spent outside the bargaining unit up to but not in excess of 3 years. He shall not be eligible to replace any employee other than that employee with the least amount of seniority in the department to which he is returned.
- (158) Effective January 5, 1959, if an employee is promoted and accepts a supervisory position or is transferred to a position which removes him from the jurisdiction of the union, he shall accumulate seniority for 3 additional years, at which point his seniority shall be frozen.

A few clauses provided that seniority would accumulate for a specified period, after which the employee, if not returned, would lose the accumulated portion. The other agreements in the category permitted seniority to accumulate for a specified period; should the worker remain out of the bargaining unit beyond this time, he would lose all previous seniority:

- (210) An individual transferred from within the bargaining unit to a supervisory position shall continue to accrue plant seniority for 1 year if he is still employed by the company. If he returns to the bargaining unit after that 1 year, he will return with no seniority rights under this agreement.
- (211) An employee transferred to a supervisory position shall continue to accumulate seniority while occupying a supervisory position outside the bargaining unit provided such employee maintains his membership in the bargaining unit. If an employee is retransferred to his former job classification in the bargaining unit, he shall retain full seniority rights as of the date of his retransfer. If an employee occupies a supervisory position outside the bargaining unit for a period of 2 years or longer, he shall lose all seniority rights.

One agreement permitted the accumulation of seniority to continue at one-half the normal rate:

- (137) Employees leaving the jurisdiction of the bargaining unit but still remaining in the employment of the company shall, upon returning to the bargaining unit, be credited with classification seniority as follows:
  - a. Full classification seniority accumulated up to time of leaving the bargaining unit, plus
  - b. One-half of the period of continuous employment by the company outside the bargaining unit.

In more than one-fourth of the agreements, prior seniority was retained but not accumulated. Most of them permitted retention of seniority indefinitely if the employee returned to the bargaining unit:

- (92) When employees leave the bargaining unit to accept positions with the company for which the union is not the bargaining agency, their seniority shall cease to accrue.

If such employees later return to the bargaining unit their seniority shall on the day they return, be re-calculated and a new seniority date established giving credit for seniority up to the time they left the bargaining unit, and their seniority will again accrue.

- (212) Employees promoted to supervisory or other positions outside the bargaining unit retain (but do not accumulate) seniority against the time when they may be returned to positions covered by the contract.

The remaining agreements in this group retained seniority for a certain period, after which all prior seniority was lost:

- (213) An employee promoted out of the bargaining unit to fill a permanent vacancy shall have his seniority frozen as of the date of his promotion, and during the 60 days following the date of his promotion may return or be returned to the job he held at the time of the promotion, or if that job no longer exists, to any job to which his seniority entitles him. After the expiration of this 60-day period, the employee shall lose all seniority in the bargaining unit.

Immediate loss of seniority upon promotion or transfer to nonbargaining unit jobs was relatively rare:

- (214) Any employee within the bargaining unit who is promoted or transferred to any position to which this collective agreement does not apply, shall thenceforth not be covered thereby and shall enjoy no further rights thereunder.
- (215) Any manager, and any covered employee who is promoted to manager and who accepts such appointment, has no status as a covered employee after such acceptance and shall be deemed to have waived his seniority rights.

In a small number of agreements, the treatment of seniority varied according to the length of service the employee had acquired at the time of his nonbargaining unit assignment:

- (216) Employees who may be transferred on or after July 1, 1955, to a job outside of the bargaining unit shall, in the event they are transferred back into the bargaining unit, retain their regular hiring date for seniority purposes, provided they had 2 years of seniority at the time of such transfer out of the bargaining unit; employees with less than 2 years seniority shall not accumulate seniority.

In a few cases the seniority status depended on the job to which the employee was promoted. In general, provisions were more liberal for promotions to first line supervisors than for other positions:

- (217) An employee who transfers from work covered by the bargaining unit to supervision or to departmental clerk in a department covered by this agreement shall accumulate seniority while on such work provided he had acquired 6 months of seniority in the bargaining unit prior to such transfer. . . .

A regular employee who is transferred from work covered by the bargaining unit to work not covered by the bargaining unit, except as provided . . . above, shall retain, but shall not accumulate seniority while on such work.

- (218) . . . An employee promoted out of a bargaining unit to a position involving the supervision of employees in such bargaining unit will retain and accumulate seniority in such supervisory position which shall be credited to him if he returns to a job in such bargaining unit, but employees transferred to a job of any other kind outside such bargaining unit will not accumulate seniority in such job after the effective date of this agreement, and will retain only such seniority as acquired prior thereto.

In some instances, the seniority status of an employee depended upon whether he returned to his former or to a different unit:

- (219) Should any employee be advanced out of a line of seniority into a noncovered position in the same department, he shall retain his original job seniority, thereby protecting him in the event he should later be set back. If an employee is advanced into a noncovered position in another department he shall retain his original job seniority for a trial period of 6 months.

In a number of agreements, promoted employees could accumulate plant but not department seniority:

- (140) An employer promoted from a job within the bargaining unit to group leader, or equivalent position in first level supervision, shall for a period of 90 days after date of such promotion, continue to accumulate plant and department seniority. If, within this period of 90 days, such employee is returned to a vacated or newly created job within the bargaining unit, he shall return on the basis of such accumulated seniority. If such employee does not return to a job within the bargaining unit within this period of 90 days, he shall lose department seniority, but shall continue to accumulate plant seniority.

The treatment of seniority in assignments to noncovered positions over the years, has been changed in a number of collective bargaining agreements. Accordingly, some of the clauses in the study gave different seniority rights depending on the provisions that were in effect at the time the unit employee had transferred:

- (220) If an hourly rated employee is promoted to a salaried foreman position or any other salaried classification, he shall lose all seniority rights under this agreement. Hourly rated employees who have been promoted to a salaried foreman position or other salaried classification prior to August 2, 1962, shall retain the seniority they had on that date, and they may be returned at any time to the job classification they vacated, if possible.



- (221) The company may return a maximum of twelve (12) employees to bargaining unit jobs, and the employees so returned will have their seniority in the unit restored as follows: (a) Any employee transferred out of the unit prior to May 23, 1955, shall have his seniority counted from his date of hire, (b) any employee transferred out of the unit between May 23, 1955, and May 10, 1961, shall accumulate seniority for a period of 2 years and on return to the unit his seniority will be equal to that acquired by prior service within the unit plus 2 years accumulated seniority, and (c) any employee transferred out of the unit on or after May 10, 1961, shall have no seniority . . .

The last clause limits the number of employees permitted to return to the bargaining unit. Such a limitation protects the bargaining unit employees from the effects of a mass layoff of nonbargaining unit personnel.

Other limitations designed to protect covered workers sometimes are found, as in the following:

- (222) In the event that a nonsupervisory employee who is on the office payroll, and who holds seniority in a factory department, becomes available for transfer back to the factory, he shall not be so transferred if there are any factory employees laid off, with a minimum of 1 year of seniority, who are qualified to perform the job to which he may be transferred.
- (191) When an employee is promoted to a supervisory position and it is necessary for him to return to union status, he may do so under the following conditions: (a) He will be returned to the union job he left with his full seniority if he returns within a period of 3 months from the date he became a supervisor, and (b) he will be returned to the lowest job in the department with his full seniority if he returns any time after 3 months from the date he became a supervisor.
- (223) An employee who may be or has been promoted or transferred to a position within the plant outside the bargaining unit . . . and who is returned to this bargaining unit shall be returned with full seniority credit for time spent outside this bargaining unit. He shall be assigned a job in accordance with his seniority in the area in which he last worked but in no event shall he displace an employee who has greater seniority.



## Appendix A. Selected Promotion and Transfer Clauses

To illustrate promotion and transfer provisions, as a whole, the provisions from selected agreements are reproduced below. Some irrelevant sections have been excluded.

From the agreement between  
Pet Milk Company and the International  
Brotherhood of Teamsters  
(expiration date: September 1969)

Nothing in this agreement shall prohibit the company at its sole discretion from transferring, advancing or promoting an employee from one position to another, providing the employee involved consents to such transfer, advancement, or promotion. However, the company agrees that the qualified employee with the greatest seniority shall be awarded the promotion or transfer. Any employee declining a promotion or transfer, or failing to qualify in a higher classification shall retain his or her seniority in the classification held prior to the offer of advancement or transfer. When any jobs are created or vacancies occur, or transfers from one department to another within a plant become necessary, such jobs shall be posted within 2 days and shall remain posted for at least 5 days. Employees desiring these jobs shall sign such posted notice. The employer (local manager) and the union steward shall within 7 days after the posted notice has been taken down select from among the signatories an employee to fill the new or vacated job. The senior qualified bidder shall be awarded the job. Any dispute over qualification shall be submitted to the personnel director of the company and the business manager or business agent of the union for settlement.

Any employee may request transfer from one department to another when a vacancy occurs if no qualified employee is available within the department in which the vacancy exists (after employees within the department have been afforded the training period outlined below), or no employee within the department has bid for the said vacancy. The company must act upon such request before a new employee is employed. In the event that any question arises as to the qualifications of an employee who requests transfer from one department to another when a vacancy occurs, such question shall be submitted to the union and company for settlement as outlined above. If more than one requests transfer, qualified senior employee shall be awarded the opportunity to transfer.

The employee so selected shall be given a training period of 30 calendar days. In the event such employee, at the end of said training period, has not demonstrated his or her ability to handle the new job duties competently, in the opinion of the company and the union representative as outlined above, he or she may be returned to his or her old job with no loss of seniority therein.

Whenever an employee is granted leave of absence for 90 days or more, his job shall be posted for bid for the period of his leave and the most senior qualified employee who so desires shall be afforded the opportunity to take over the job duties. This will afford senior employees the opportunity to train for better job classifications.

From the agreement between

Consolidated Papers, Inc. and The International Brotherhood  
of Pulp, Sulphite and Paper Mill Workers, the United Papermakers  
and Paperworkers and the International Brotherhood of Electrical  
Workers

(expiration date: April 1970)

#### Job Posting Procedure

Whenever a vacancy arises in a permanent position (not filled by progression), or a new position is created, a "notice of job openings" is to be issued and posted on bulletin boards in the following progression until the job is filled:

Step 1. Within the department from Friday through Tuesday. Then if unfilled—

Step 2. Within the respective union and within the plant (plantwide) from Wednesday through Friday unless department posting is unnecessary, then use Friday through Tuesday. (At Wisconsin River division for step 2, post and select on a plantwide basis.)

The company is to give the appropriate union a copy of each notice posted.

When selecting an employee for the job, company policy is to recognize seniority whenever ability and qualifications are equal.

The company reserves the right to set the minimum job qualifications. New positions on experimental work are exempt from posting. Vacancies occurring in the normal line of progression will not be posted; in this case, the posting will be for the relief job as next in line.

Preference for transfers to all vacancies in new positions are to be given to qualified employees covered by the joint labor agreement.

Where a regular employee of a department is on vacation, the department should continue to man the job with a qualified vacation relief man in preference to operating with a reduced crew, if it is a normal operating day or week.

Any job may be temporarily filled pending selection of a permanent employee.

The list of applicants obtained from any posting should be maintained only until such time as the job has been permanently filled. A later opening in the same job requires another posting. An employee may apply for more than one job opening.

This procedure does not prohibit any employee from contacting the person handling employment at the appropriate division at any time to discuss job openings and opportunities.

All employees presently trained in relief jobs will retain their present seniority.

Due to the company need of positions for limited service employees, the following jobs are exempt from posting:

#### Wisconsin Rapids Division

Department and job title

Cleaning

Cleaner

Garage

Handyman

Maintenance

Reclaim

Tool room attendant

Materials handling

Elevator operator

Grounds maintenance

Special postings:

Stock preparation-coated

Trimbey helper (post in broke  
beater section first)

Paper machines	Stevens Point Division
Relief fourth hand 13 (post in	Department and job title
Stock preparation-paperboard	Cleaning
department first)	Cleaner
	Yard
	Grounds maintenance
Biron Division	
Department and job title	Appleton Division
Cleaning	Department and job title
Cleaner	Cleaning
General	Cleaner
Mill mail man	
Maintenance	Paperboard Products Division
Reclaim	Department and job title
Yard	Cleaning
Clay unloader	Cleaner
Grounds maintenance	
Wisconsin River Division	
Department and job title	
Cleaning	
Cleaner	
Coating make-up	
Coating day man	
Stock preparation-coated	
Chemical mixer	
Yard, lower	
Clay and starch unloader	
Grounds maintenance	

### Craft Job Posting

Electricians, meter repair men, millwrights, pipefitters, welders, etc., are not concerned with posting for jobs as apprentices. For these craft groups the company is to post premium paying jobs only. This will give journeymen an opportunity to transfer to a different job such as a departmental job.

The normal posting procedure is to be followed; that is, (1) by department, (2) by union, (3) plantwide.

### Promotions or Transfers

If there should be any difference of opinion as to the ability and qualifications of an employee being considered for promotion, the committee and the management shall take the matter up for adjustment and settle such differences. Failing to agree upon a settlement, the company may proceed with its selection, subject to the grievance procedure. . . .

Employees who are transferred or promoted shall be on probation for 30 days for determination as to whether or not they can meet the job requirements. This probationary period may be extended by mutual consent in cases requiring more than 30 days. Employees may at any time during this probationary period at their option return to their former position without loss of seniority. If during the probationary period they fail to qualify they shall be returned to their former position without loss of seniority.

In case of discontinuance of their position within 1 year of date of transfer they shall be returned to their former position without loss of seniority.

Any employee promoted to a position within the company over which the union has no jurisdiction, and in good standing with the local union, shall be entitled within 1 year of the time of his promotion, if still an employee of the company, and in good

standing with the local union, to exercise his seniority on his previous job in case of a discontinuance of his position or if he is unable to satisfactorily perform the duties of the new position. This paragraph will apply to all employees covered by this agreement whose status has been changed by such promotion.

Employees transferred from one division or department to another shall be identified as temporary or permanent, with a written notice of permanent transfers given the proper union. Temporarily-transferred employees shall retain their seniority in the division or department from which they are transferred. Permanently-transferred employees will be considered new employees in the division or department to which transferred with their department or division seniority accumulative from the date of transfer. Employees shall have the right to accept or reject a permanent transfer between divisions. Continuous service records with the company shall not be interrupted as a result of a permanent transfer.

From the agreement between  
The Seiberling Tire and Rubber Company and the  
United Rubber, Cork, Linoleum and Plastic Workers  
of America  
(expiration date: September 1970)

#### Section 4—Seniority application provisions

(a) Factory service will be the only form of seniority recognized in applying the terms of this agreement.

(b) All employees working in a pool or crew are considered to be in the same job classification for purposes of seniority.

(c) Further seniority rules applicable only to the engineering division are found in section 8 of this article.

#### Section 5—Bidding procedure

\*(a) When a job vacancy occurs in a job classification in a department, the company will reshuffle the classification for position and shift. The remaining vacancy will be posted on the departmental bulletin board for a 24-hour period during which time employees may submit bids on the opening. Employees within the department will be given preference on the opening in line with their factory seniority with due regard given to qualifications.

\*(b) After the progression of moves within a department, the remaining vacancy shall be posted factorywide for 3 working days, and anyone who wishes may bid on the opening. Factory service (with due consideration being given to qualifications) will determine the successful bidder. Factory bids will be submitted in person to the industrial relations department between the hours of 8 a.m. and 4:30 p.m. on Monday through Friday, using the "Application for Factory Vacancy" form. The industrial relations department will acknowledge the bid and provide a receipt to the employee. After the vacancy has been filled as provided herein, the name of the successful applicant and his factory service date shall be given to the shop committee chairman and a copy posted in the gatehouse.

(c) An employee bidding on more than one current factory posting must indicate his preference at the bottom of the "Application for Factory Job Vacancy" form.

(d) An employee submitting a bid on any opening must accept the job if it is awarded to him.

\*(e) Only two successful bids will be allowed in any 12-consecutive month period. A newly hired employee will not be permitted to bid on any opening until he has seniority status. Any bid job on which the employee is unable to qualify or is displaced through no fault of his own will not be counted for the purpose of determining 2 successful bids in any 12-consecutive month period.

(f) Employees moving to another job in their own department or throughout the plant by reason of bidding will have no seniority claim to their former job or department, except as provided in paragraph (h) below.

(g) Seniority on a factory bid job shall be as of the last day the job was advertised.

(h) Newly bid jobs that are eliminated or where production is decreased necessitating the removal of the employees within 60 days of their seniority date on said job, then such employees shall be returned to their former job and shift.

(i) Subsequent job openings, created by employees moving by reason of bidding to another job, must not exceed two (2) in any one chain within a department or plant. Any job opening after the above mentioned chain has been completed shall be filled at the option of the company subject to negotiations.

\*(j) An employee shall not exercise his factory seniority for another operation until he has 30 days' service on his present operation, except that he may be permitted to exercise his seniority for shift preference on his own operation.

\*(k) If an employee fails to qualify on a job which he has received through bidding or negotiated transfer, he may bid into an existing opening, or if none exists he shall displace the youngest employee in the plant providing he has prior qualifications. If he does not have prior qualifications to displace the youngest employee in the plant, he shall displace the youngest employee in the production division if he can qualify. If he cannot qualify for the job held by the youngest employee in the production division, he shall be laid off out of line of seniority to await suitable placement.

(l) When increased efficiency or technological improvements result in a reduction in the hours of work on a department or job classification, a transfer of a sufficient number of the employees affected shall be made within 1 week.

(m) In cases of emergency, permanent vacancies which have been posted may be filled temporarily by recalling from the layoff list. Such vacancies shall, however, be awarded according to . . . section 5.

#### Section 6—New and relocated equipment

(a) When a piece of equipment is relocated within a department or the plant and shall perform the same operation, in the same or similar manner, the employees working on this equipment shall move with it.

(b) Job openings on newly added equipment within a department shall be bid first among the employees within the job classification, pool or crew covering such new equipment.

(c) When the company makes changes in methods, operations, materials, tools, equipment, or machinery which makes it possible to combine, transfer, or subdivide duties of one or more operations within a department or across department lines, the company will notify the shop committee at least 1 week prior to making such changes and will negotiate with the shop committee in order to determine the legal claim of employees to such new or revised classifications.

(d) If a new piece of equipment displaces existing equipment, the employees who have been working the displaced equipment will have the right to the available jobs in their classification on the new equipment.

#### Section 7—Temporary openings

(a) When a vacancy occurs as the result of an extended absence wherein the absent employee retains his rights to the particular job and shift he left, that vacancy will be handled as follows:

1. The jobs listed below will be filled through negotiations between the shop committee and industrial relations department. . . .

- (i) Calendar operators
- (ii) Tuber operators
- (iii) Such other long training period jobs as may be agreed upon by the parties.

\*2. In the event temporary openings (other than those provided for in 1 above) are created by an employee on a long-term absence are filled, they will be filled by an employee on layoff with prior qualifications, or if none exists, the senior service employee on layoff, subject to qualification, or if none exists, through a new hire. The employee placed on a temporary opening shall assume the job and shift of the temporary opening. When the absent employee returns, the temporary employee will be displaced from the department in accordance with section 2 (i) of this article. Temporary increases in production not to exceed 90 days will be handled as above.

\*(a) In the event a permanent opening in the department becomes available the employee on the temporary job may have the option of exercising his factory seniority for the permanent job on a factory bid.

\*(b) Any deviation from section 7 (a) 2 of this article will be by mutual agreement between the industrial relations department and the shop committee.

#### Section 8—Engineering division

(a) All specific work classifications of journeymen and helpers (mechanics, pipefitters, electricians, welders, etc.) within the engineering department will be considered as constituting engineering for the purpose of seniority.

(b) There will be 2 basic classifications for the purpose of determining seniority; namely, journeyman (a and b) and helpers. This paragraph in no way is to be construed to change an employee's rating, but is intended for the purpose of shift preference (seniority).

(c) Any job opening within any of the various classifications of work will be filled by the oldest employee on point of factory service.

(d) In the engineering division where qualifications are a prerequisite, the bid shall be confined to employees who can qualify for the vacancy. Any questions concerning the qualifications of an applicant shall be resolved by negotiations between the company and shop committee.

(e) The engineering division shall be composed of all skilled tradesmen, helpers, and oilers. The following classifications shall be considered as individual seniority groups. Job openings within any of the various classifications will be offered first to that seniority group.

- |                      |  |
|----------------------|--|
| 1. Powerhouse Group  | *d. Stationary engineers               |
| *a. Relief engineers | *e. Firemen                            |
| *b. Repairman        | *f. Fireman helper                     |
| c. Coal unloaders    | *Must have 3d class operators' license |



2. Electric Shop Group
  - a. Electricians A and B helpers
3. Machine Shop Group
  - a. Machinists journeyman (A and B) and helpers
  - b. Lubricators
  - c. Riggers (A and B) and helpers
  - d. Welders
  - e. Carpenters
  - f. Tinsmith
4. Pipe Shop Group
  - a. Pipefitter journeyman A and B helpers
  - b. Instrument men
  - c. Chart changer

From the agreement between  
 National—Standard Company and the  
 United Steelworkers of America  
 (expiration date: September 1971)

In case of promotions (except promotions to positions excluded from the bargaining unit under this agreement), in case of layoffs (other than emergency layoffs as hereinafter defined) and in case of recalls after layoffs, length of continuous service shall be determined on a plantwide basis.

#### Section 2:

In recognition, however, of the responsibility of management for the efficient operation of the particular plant, the application of seniority rights in the case of promotions (except promotions to positions excluded from the bargaining unit as set forth in this agreement) . . . shall be determined by the company on the basis of the following factors:

- a. Skill and ability to perform the work;
- b. Physical fitness;
- c. Length of continuous service; and where factors a and b are relatively equal, length of continuous service determined on a plantwide basis shall be the governing factor. . . .

#### Section 4:

In making promotions of employees to fill vacancies occurring, or expected to occur, by reason of a permanent vacancy or the creation of a new job, the following procedure shall apply, except as provided in local plant written agreement.

- a. The notice of the vacancy shall be posted by the company on its bulletin boards, such notice to state such information as the department wherein the vacancy exists, or is about to occur, the job title, and the standard hourly wage scale rate of the job. Notice of the vacancy shall remain posted 48 consecutive hours exclusive of Saturdays, Sundays and holidays.

b. When notice of the vacancy has been posted, then any employee at work in the plant who deems himself capable of performing the job may make application for the job during the 48 hour posting period by signing an application form which will be prepared and also signed by the foreman of the department wherein the posted job opening exists; provided, the applicant has not been awarded a posted job for which he made application during the preceding 6 months (except as provided in sub-paragraph (g) below.)

At the end of the of the posting period management shall review the list of applicants, and applying the factors as set forth in section 2 of this article, select for the job the senior "qualified employee" from among those who have bid. If there is no "qualified employee" who has bid, the management shall select the senior bidder.

If the union believes management has violated the above procedure it may avail itself of the grievance procedure and if the grievance progresses to arbitration, the arbitrators shall give consideration to the factors as set forth in section 2 of this article.

c.1. At the expiration of not less than 24 nor more than 32 hours assignment to the awarded job, the management shall determine whether the employee who has been so awarded the job has performed satisfactorily on the job, and if he has not, he shall be returned to the job from which he was selected.

2. If the selected employee decides before the expiration of 32 hours assignment to the awarded job, that he does not want to continue on the awarded job, he shall be returned to the job from which he was selected.

3. If in accordance with sub-paragraph 1. immediately above, the employee performs satisfactorily on the job as determined by management, and if the employee does not decline the job, the awarded job shall, if the employee has bid on such job, become the employee's "regularly assigned job," and he shall have no claim to any prior job as a "regularly assigned job."

d. If there are no bidders for the posted job, management shall recall the senior "qualified employee" from the inactive seniority list physically able to perform the job, and if there is no "qualified employee" on the inactive seniority list, management shall recall the senior employee on the inactive seniority list physically able to perform the job. Recall of employees under this sub-paragraph d. shall be in accordance with the terms of section 5 (e) and (f) of this article except that the senior employee recalled from the inactive seniority list to a job not on his "proficiency record" may decline such recall if it does not result in a new hire. The employee who accepts recall to a job not on his "proficiency record" shall also be subject to the terms of sub-paragraph (c) (1) above.

e. If there is no "qualified employee" who has bid for a posted trade or craft or skilled assigned maintenance or fireman job, then management may employ a new man for the job.

f. If an employee who has bid for a posted job and who has been awarded such job shall refuse to accept the same, such employee shall not be eligible to bid for any posted job for a period of 6 months from the date on which he was awarded the job for which he had bid.

g. Any employee who has been awarded a posted job as a result of applying for a posted job and who is subsequently removed from that job due to a decrease in force, shall be eligible again to bid for a posted job even though the 6 months period had not elapsed since his last job award. . . .

## Section 8:

The principle of seniority shall not apply to positions excluded from the bargaining unit. However, employees accepting supervisory promotions shall accrue and retain seniority credit while holding such positions as herein provided. In the interest of efficient plant operations, management may return any employee so promoted to a position in the bargaining unit. In the event any such employee shall be so returned to a position in the bargaining unit, his seniority status shall be determined on the basis of his length of continuous service with the company; it being understood, however, that supervisors on the date of this agreement who come within this provision shall not accumulate further bargaining unit seniority credit after July 1, 1962, but shall retain such credit they had on that date and that employees promoted to a supervisory position after the date of this agreement shall retain the bargaining unit seniority they have on the date of their promotion but shall not accumulate such credit while occupying such supervisory position. . . .

From the agreement between  
General Telephone Company of Illinois and the  
International Brotherhood of Electrical Workers  
(expiration date: October 1970)

Job promotions

20.1 Vacancies in the classification of senior records clerk . . . will be filled by appointment.

20.2 Ability and qualifications being sufficient, seniority shall prevail in promotions to all other job classifications covered by this agreement within the department.

20.3 Ability and qualifications being sufficient, employees will be given an opportunity to qualify in order of seniority for vacancies of 6 months or longer duration or new positions covered by this agreement not filled through the application of section 20.2 of this agreement. The effective date of such transfers would be subject to service requirements. Transfers between departments for an individual shall be limited to not more than 1 transfer in any 1 year period.

20.3.1 When a vacancy occurs in the commercial department which has not been bid upon by other commercial department employees in the exchange, such vacancy shall be posted in the traffic department in the exchange. Traffic employees who bid on such vacancies will be given a reasonable opportunity, in order of seniority, to qualify.

20.3.2 When a vacancy occurs in the classification of records clerk or service assistant which has not been bid upon by other traffic department employees in the exchange, such vacancy shall be posted in the commercial department in the exchange. Commercial employees with traffic experience who bid on such vacancies will be given a reasonable opportunity, in order of seniority, to qualify.

20.3.3 In an exchange which does not have full time traffic employees, vacancies under section 20.3.1 above will be posted in the nearest exchange in the commercial district which does have full time traffic employees.

20.4 An employee selected in accordance with section 20.3 will be given wage treatment in accordance with the value of the employee's experience on the former job classification as related to the requirements of the new assignment.

20.5 If at any time during the first 12 months it is shown that the employee does not have the aptitude and ability to meet the requirements of a new job, she shall be returned to her former classification if a vacancy exists. If no vacancy exists in the former classification, the employee will be placed in the next lower classification.

20.6 Job bids shall be posted on bulletin boards in accordance with section 20.3 for a period of 5 working days. It shall be the responsibility of the employees to be aware of such job postings.

From the agreement between  
 Champion Papers, Inc., Carolina  
 Division, and the International  
 Brotherhood of Pulp, Sulphite and  
 Paper Mill Workers  
 (expiration date: August 1969)

B. For the purposes of this agreement, employees shall have 4 types of seniority: Job seniority, group seniority, department seniority, and plant seniority.

1. Job seniority is defined as the length of service in a job classification measured from the date the employee is regularly assigned to that job.

2. Group seniority is defined as the length of service in a group within a department measured from the date the employee is regularly assigned to a job in that group.

3. Department seniority is defined as the length of service in a department measured from the date the employee is regularly assigned to a job in that department.

4. Plant seniority is defined as the length of continuous service from the most recent date of hire with the company.

C. For the purpose of the seniority section of this agreement, departments shall be defined as converting; pulp and chemical manufacturing; maintenance and utilities; paper manufacturing; board manufacturing; quality control and technical service; purchasing, traffic and stores; wood procurement; trucking; and sanitation. Groups within these departments that relate to group seniority as defined above are those outlined in appendix B. . . .

#### E. Promotions in lines of progression

1. A vacancy other than temporary above the starting job in a line of progression shall be filled by an employee from the job just below the job where the vacancy occurs.

2. In filling the vacancy described above, the company will take into consideration seniority and qualifications, and when all the factors that constitute minimum qualifications are relatively equal, then seniority shall prevail. To be qualified employees must have the ability to work in harmony with and cooperate with fellow

employees. In cases of promotions other than those involving the senior employee, the union will be notified before the promotion is made. Should a question arise as to whether or not the senior employee is qualified and it cannot be resolved by agreement between the union and company, the senior employee will be given a trial period up to 30 days on the job in question. If at any time during this trial period it is found that the employee is not performing satisfactorily, he will be returned to his former job and will become junior to the man who bypasses him.

3. When an employee refuses a promotion in his line of progression, either temporary or permanent, he shall sign a statement that he refuses the promotion. He shall then forfeit his promotion rights until after the second permanent promotion, and he becomes junior to the employees who bypass him. To be considered for a future promotion, he shall make a written request and shall be considered eligible following the first permanent promotion occurring after receipt of his request.

4. It is understood and agreed that no step in a line of progression, the training in which is necessary to the next step, will be completely blocked by men who are unable or unwilling to progress further. Therefore, when more than one-half the number of employees in a job classification refuse promotions, the company shall discuss remedial measures with the union and shall take necessary action up to and including removal of an employee from the line of progression.

#### F. Job bidding

1. In filling a vacancy in a department other than temporary for the starting job in a line of progression or for a nonprogression job, the company shall post a notice of the vacancy for a period of 96 hours. Such notice shall include the job classification, rate and minimum qualifications. Eligible to bid are all employees in that department, who will be given first consideration; employees in other departments; and transfer pool employees. Employees in a line of progression shall not bid downward in the same line. Any vacancies created among starting jobs in lines of progression or among nonprogression jobs by the filling of this vacancy shall be posted and bid in the same manner; however, there shall be no more than three separate postings, including the one for the original vacancy. A vacancy that exists after this process shall be filled by a qualified employee in the transfer pool, giving preference to seniority. Lacking a qualified applicant, a nonprogression job or starting job in a line of progression shall be filled with the least senior employee in the transfer pool. If the employee refuses to accept this job, he shall be terminated except that an employee with more than 5 years seniority may take a layoff and shall have recall rights as herein-after provided. If there are no qualified employees available, the company shall hire the necessary qualified people as required.

2. Employees shall be limited to two successful bids in any 12-month period.

3. The company may fill the vacant job on a temporary basis until the successful applicant is determined.

4. In filling the vacancies described above, the company will take into consideration seniority and qualifications and when all the factors that constitute minimum qualifications are relatively equal, then seniority shall prevail. In evaluating an employee's qualifications for a starting job in a line of progression, results of company administered tests will be one factor in such evaluation. In applying seniority for starting jobs in a line of progression or for nonprogression jobs, department seniority shall prevail, followed by plant seniority.

5. The filling of vacancies as outlined in this section shall be made on a 30-day probationary period basis. If the employee fails to qualify or wishes to return to his former job, he may be returned to his former job at any time during that period without loss of previously credited seniority. If the employee is returned to his former job within the probationary period, the vacancy shall not be posted, but shall be filled by the next most senior qualified employee who bid on the vacancy.

6. Openings in apprentice classifications shall not be subject to the bidding procedure but shall be filled by qualified applicants within the plant whenever possible, before new hires.

#### G. Temporary vacancies

1. Vacancies known to be of 28 days duration or less and vacation periods shall be filled as follows:

a. Jobs above starting jobs in lines of progression shall be filled by shift set-up along established promotional lines with qualified employees. If a shift set-up cannot be made, it shall be filled in the following order:

(1) By calling in an employee of the same job classification who is on a scheduled day off.

(2) The employee not receiving relief will have the preference of working the extra shift; however, in all cases he will remain at his job until a substitute has been secured, and if necessary he shall work the extra shift.

(3) By calling in the employee of the same job classification who is scheduled to report on the next shift, unless otherwise mutually agreed upon on a departmental basis and approved by the industrial relations department.

A vacancy that exists after this process shall be filled by any other qualified employee that may be available.

b. Starting jobs in lines of progression and nonprogression jobs shall be filled when necessary in the following order:

(1) By qualified vacation replacements or other qualified employees within the department.

(2) By qualified transfer pool employees.

(3) By other qualified regular employees that may be available.

2. When the vacancy is known to be longer than 28 days, it shall be filled as follows:

a. Jobs above starting jobs in lines of progression shall be filled by seniority set-up along established promotional lines beginning with the Monday following the date it became known.

b. Starting jobs and nonprogression jobs shall be filled through job bidding as herein provided.

3. If a vacancy is filled as provided in 1. above and it is later determined that the vacancy may extend for a reasonably short period beyond the 28 days, it shall continue to be filled on the same basis provided it is mutually agreed upon on a departmental basis and approved by the industrial relations department. . . .

#### K. Promotion to salary jobs

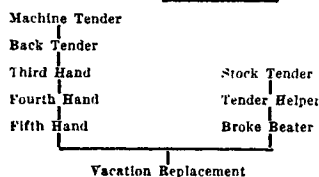
An hourly rated employee who has been transferred into a position outside the bargaining unit shall accrue job, group, department and plant seniority for 1 year while working in such position. Thereafter, he shall accrue group, department and plant seniority. If he is returned to the bargaining unit within the first year, he shall return to a job in line with his job, group, department and plant seniority; however, during the first 6 months he shall be returned to his former position on his request.

If he is transferred back into the bargaining unit after 1 year, he shall be assigned a starting job in a line of progression or a base rated nonprogression job according to his group, department and plant seniority. . . .

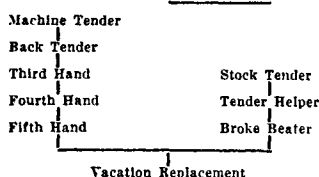
## PAPER MANUFACTURING DEPARTMENT

### Group 2

#### No. 13 Machine



#### No. 14 Machine

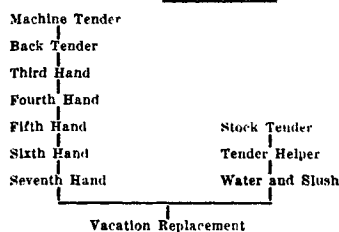


Non - Progression Job:  
Utility Man

## PAPER MANUFACTURING DEPARTMENT

### Group 3

#### No. 20 Machine



Non - Progression Job:  
Utility Man

## PAPER MANUFACTURING DEPARTMENT

### Group 4

#### Chemical Preparation

Size - Alum - Starch Maker  
Size - Alum - Starch Helper  
Clay Maker  
Vacation Replacement

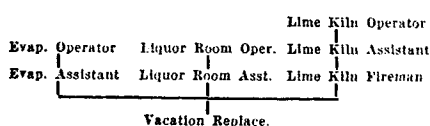
### Group 5

#### General Services

#### Non-Progression Jobs:

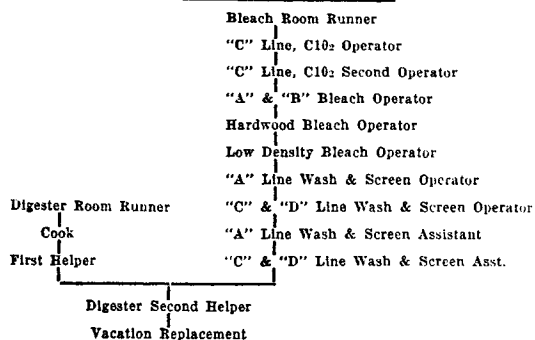
General Services Crew Leader  
General Utility Man  
Broke Processor  
Clean-up Man  
Thickener Operator  
Fiber Reclaimer Utility Man

## CHEMICAL RECOVERY GROUP (CONTINUED)



## PULP AND CHEMICAL MANUFACTURING DEPARTMENT

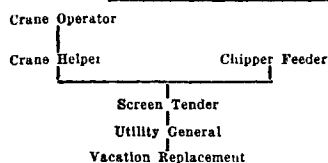
### Pulp Production Group



Non-Progression Jobs:  
Chemical Unloading  
No. 13 Conveyor Tender  
Cleaner

## PULP AND CHEMICAL MANUFACTURING DEPARTMENT

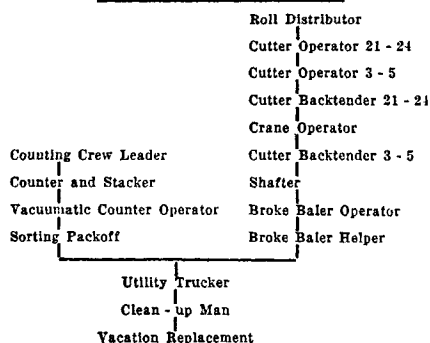
### Wood Preparation Group



Non-Progression Jobs:  
No. 11 Conveyor Clean-up  
Hardwood Clean-up

## CONVERTING DEPARTMENT

### Cut, Sort and Count Group



Non-Progression Jobs:  
Cutter Production Clerk  
Cutter Sort Checker  
Sorter





## Appendix B. Identification of Clauses

<u>Clause number</u>	<u>Employer and union</u>	<u>Expiration date</u>
1	Magnavox Co. of Tennessee. Electrical, International (IUE).	June 1968
2	National Lead Co.—Titanium Division. Painters (PAT).	March 1969
3	Central Foundry Co. Molders (IMAW).	January 1968
4	Robertshaw Controls Co. Steelworkers (USA).	October 1969
5	Stokely-Van Camp, Inc. Teamsters (IBT) (Ind.).	February 1970
6	American Can Co.—Glass Operations. Glass Bottle Blowers (GBBA).	April 1968
7	Allegheny Ludlum Steel Corp. Steelworkers (USA).	July 1968
8	Long Island Lighting Co. Electrical, Brotherhood (IBEW).	June 1970
9	Frozen Food Employers Association—Calif. Teamsters (IBT) (Ind.).	June 1968
10	Caterpillar Tractor Co. Machinists (IAM).	January 1968
11	Illinois Bell Telephone Co.—Plant. Electrical, Brotherhood (IBEW).	June 1971
12	Frank G. Shattuck Co. Hotel and Restaurant Employees (HREU).	September 1968
13	Chock Full O' Nuts. District 50 UMWA (Ind).	November 1969
14	I. B. Kleinert Rubber Co. Directly affiliated Local Union (AFL-CIO).	November 1968
15	American Oil Co.—Whiting. Independent Petroleum Workers of America (Ind.).	February 1969
16	Associated Brewers—Baltimore. Brewery (BFCSD).	June 1970
17	Allis Chalmers—Springfield. Auto Workers (UAW) (Ind.).	November 1970
18	The Louis Allis Co. Electrical, International (IUE).	May 1968
19	Employer's Group of Steel Fabricators— Cleveland. Iron Workers (BSOIW).	May 1968
20	Bowaters Southern Paper Corp. Papermakers (UPP).	July 1968
21	Clay Sewer Pipe Manufacturers. Brick and Clay Workers (UBCW).	April 1970
22	Washington Gas Light Co. Chemical Workers (ICW) (Ind.).	May 1970
23	E. I. Dupont DeNemours and Co.—Parlin. Chemical Workers (ICW) (Ind.).	August 1968
24	Arkansas Power and Light Co. Electrical, Brotherhood (IBEW).	May 1970

<u>Clause number</u>	<u>Employer and union</u>	<u>Expiration date</u>
25	Avco Corp.—New Idea Division. Steelworkers (USA).	April 1969
26	Leviton Mfg. Co., Inc. Electrical, Brotherhood (IBEW).	April 1968
27	J. F. McElwain Co. New Hampshire Shoe Workers Union (Ind.).	March 1969
28	Philip Carey Manufacturing Co. Papermakers (UPP).	May 1968
29	Jefferson City Cabinet Co. Electrical, International (IUE).	June 1969
30	General Telephone Co. of California. Communications Workers (CWA).	July 1970
31	Radio Corp. of America—Harrison- Woodbridge. Radio Communications Assemblers Union, Inc. (Ind.).	May 1970
32	Chesapeake and Potomac Telephone Co. of Virginia. Communications Workers (CWA).	October 1969
33	Food Employers' Labor Relations, Inc. Teamsters (IBT) (Ind.).	December 1970
34	Hudson Pulp and Paper Corp. Papermakers (UPP).	May 1968
35	Formica Corp. Electrical, International (IUE).	July 1971
36	Beauknit Corp.—Beauknit Fabrics Division. United Textile Workers (UTW).	March 1968
37	Pennsylvania Electric Co. Electrical, Brotherhood (IBEW).	May 1968
38	Clark Equipment Co. Transmission Division. Allied Industrial Workers (AIW).	May 1968
39	Northwestern Steel and Wire Co., and Parrish-Alford Fence and Machine Co. Steelworkers (USA).	August 1968
40	Pacific Coast Association of Pulp and Paper Manufacturers. Assn. of Western Pulp and Paper Workers (Ind.).	March 1969
41	Fairchild-Hiller Corp. Auto Workers (UAW) (Ind.).	January 1970
42	Weyerhaeuser Co.—Paper Division. Papermakers (UPP).	July 1968
43	Timken Roller Bearing Co. Steelworkers (USA).	August 1968
44	McDonnell Aircraft Corp. Machinists (IAM).	November 1968
45	City Stores—Lit Bros. Division. Retail Clerks (RCIA).	January 1969
46	Brown and Sharpe Mfg. Co. Machinists (IAM).	October 1969
47	Sperry Gyroscope Co. Electrical, International (IUE).	June 1970
48	Western Electric Co.—Service Division. Communications Workers (CWA).	August 1971

<u>Clause number</u>	<u>Employer and union</u>	<u>Expiration date</u>
49	Associated Milk Dealers—Denver. Teamsters (IBT) (Ind.)	March 1968
50	FMC Corp.—American Viscose Film Division. Textile Workers Union (TWUA).	December 1968
51	The Federal Glass Co. Flint Glass Workers (AFGW).	September 1968
52	S. New England Telephone Co. Connecticut Telephone Workers, Inc. (Ind.).	May 1971
53	Outboard Marine Corp.—Evinrude Motors Division. Steelworkers (USA).	March 1968
54	National Standard Co. Steelworkers (USA).	October 1968
55	Corning Glass Works—Albion. Flint Glass Workers (AFGW).	March 1969
56	Chrysler Corp.—Airtemp Division. Electrical, International (IUE).	October 1970
57	Continental Steel Corp. Steelworkers (USA).	August 1968
58	Avco Corp.—Aerospace Structures Division. Machinists (IAM).	June 1968
59	American Can Co. Machinists (IAM).	November 1968
60	B. F. Goodrich Footwear Co. Rubber Workers (URW).	May 1970
61	ACF Industries. Machinists (IAM).	July 1968
62	Mattel, Inc. Rubber Workers (URW).	February 1970
63	Philadelphia Food Store Employers' Labor Council. Teamsters (IBT) (Ind.).	July 1968
64	Wisconsin Public Service Corp. Operating Engineers (IUOE).	October 1968
65	Utah Power and Light Co. Electrical, Brotherhood (IBEW).	January 1968
66	Olin Mathieson Chemical Co.—E. R. Squibb and Sons Division. Oil, Chemical and Atomic Workers (OCAW).	May 1970
67	Engelhard Minerals and Chemicals Corp. Engelhard Industries Division. Auto Workers (UAW) (Ind.).	February 1969
68	Sharon Steel Corp. Steelworkers (USA).	September 1968
69	Oscar Mayer and Co.—Madison. Meat Cutters (MCBW).	August 1970
70	Day and Zimmermann, Inc.—Lone Star Plant. Seven AFL-CIO and Independent Unions.	April 1969
71	Minneapolis Milk Dealers. Teamsters (IBT) (Ind.).	April 1969
72	General Telephone Co. of the Southeast. Communications Workers (CWA).	May 1968

<u>Clause number</u>	<u>Employer and union</u>	<u>Expiration date</u>
73	General Mills, Inc. Grain Millers (AFGM).	March 1969
74	Cities Service Oil Co. Nine AFL-CIO and Independent Unions.	November 1968
75	Phillips Petroleum Co. Avon Refinery. Oil, Chemical and Atomic Workers (OCAW).	December 1968
76	General Dynamics. Rochester Independent Workers (Ind.).	March 1970
77	Aerodex, Inc. Teamsters (IBT) (Ind.).	July 1970
78	TRW, Inc. Auto Workers (UAW) (Ind.).	October 1970
79	Allied Building Metal Industries—New York. Iron Workers (BSOIW).	June 1970
80	Pacific Northwest Bell Telephone Co. Communications Workers (CWA).	April 1971
81	Rochester Telephone Corp. Rochester Telephone Workers Association.(Ind.).	July 1968
82	Pacific Telephone Co. Federation of Women Telephone Workers of Southern California (Ind.).	September 1969
83	Mountain States Telephone and Telegraph Co. Communications Workers (CWA).	October 1969
84	Hughes Tool Co., Oil Tool Division. Steelworkers (USA).	September 1968
85	American Bosch Arma Corp. Electrical, International (IUE).	April 1968
86	Underwood Corp.—Hartford. Machinists (IAM). Metal Polishers (MPBP).	June 1968
87	Warwick Electronics, Inc. Electrical, International (IUE).	January 1972
88	Louis Marx and Co. of West Virginia. Retail, Wholesale and Department Store Union (RWDSU).	June 1969
89	International Harvester Co.—Solar Aircraft Division. Machinists (IAM).	July 1969
90	General Dynamics Corp.—Stromberg-Carlson Division. Electrical, International (IUE).	September 1972
91	Commonwealth Edison Co. Electrical, International (IUE).	March 1968
92	Munsingwear, Inc. Textile Workers Union (TWUA).	March 1968
93	Babcock and Wilcox Co.—The Barberton Works. International Association of Boilermakers (BBF).	July 1969
94	Fruehauf Corp. Allied Industrial Workers (AIW).	May 1970
95	Phoenix Steel Corp. Steelworkers (USA).	July 1968
96	Keyes Fibre Co. Pulp (PSPMW).	May 1968

<u>Clause number</u>	<u>Employer and union</u>	<u>Expiration date</u>
97	Owens-Illinois, Inc. Glass Bottle Blowers (GBBA).	April 1971
98	Amalgamated Sugar Co. Grain Millers (AFGM).	July 1968
99	Holly Sugar Corp. Grain Millers (AFGM).	April 1969
100	Monsanto Co. Chemical Workers (ICW)(Ind.).	April 1969
101	Remco Industries, Inc. Teamsters (IBT) (Ind.).	December 1968
102	National Homes Corp. Carpenters (CJA).	March 1969
103	Johnson Service Co. Machinists (IAM).	August 1968
104	Carnation Co. Teamsters (IBT) (Ind.).	December 1968
105	Kollsman Instrument Co. Machinists (IAM).	June 1968
106	Dow Chemical Co. Operating Engineers and nine others.	June 1968
107	Allan Wood Steel Co. Steelworkers (USA).	April 1968
108	Riegel Paper Corp. Papermakers (UPP).	October 1968
109	Jones and Laughlin Steel Corp. Steelworkers (USA).	July 1968
110	Brewers Board of Trade. Teamsters (IBT) (Ind.).	May 1970
111	Schludenburg-Kurdle Co., Inc. Meat Cutters (MCBW).	September 1970
112	Western Electric Co. Atomic Projects and Production Workers.	July 1968
113	Weyenberg Shoe Mfg. Co. Boot and Shoe Workers (BSW).	December 1971
114	Mead Corp. Pulp and Sulphite Workers (PSPMW).	July 1969
115	Southern Bell Telephone and Telegraph. Communications Workers (CWA).	October 1969
116	Interlake Steel Corp. Steelworkers (USA).	July 1968
117	Chinaware Companies. Potters (IBOP).	January 1971
118	Simmons Co., (master agreements). Upholsterers (UIU).	October 1970
119	American Saint Gobain Corp. Glass and Ceramic Workers (UGCW).	March 1969
120	McQuay-Norris Mfg. Co. Auto Workers (UAW) (Ind.).	August 1971
121	Bendix Corp. Machinists (IAM).	April 1969
122	Hupp Corp. Auto Workers (UAW) (Ind.).	August 1969
123	St. Regis Paper Co. Carpenters (CJA).	July 1969

<u>Clause number</u>	<u>Employer and union</u>	<u>Expiration date</u>
124	Cleveland Electric Illuminating Co. Utility Workers (UWU).	April 1968
125	Firth Sterling Inc. Steelworkers (USA).	September 1968
126	Schiffli Lace and Embroidery Manufacturers Association of Northern New Jersey. Textile Workers (UTWA).	April 1968
127	Curtiss-Wright Corp. Auto Workers (UAW) (Ind.).	October 1968
128	General Aniline and Film Corp. Distillery Workers (DRWW).	January 1968
129	Fischer and Porter Co. National Federation of Industrial Unions (NFIU) (Ind.).	April 1969
130	White Motor Co. Auto Workers (UAW) (Ind.).	January 1971
131	Universal Mfg. Co. Teamsters (IBT) (Ind.).	October 1968
132	U. S. Plywood—Champion Papers Inc., Champion Papers Div. Pulp (PSPMW).	May 1970
133	Allied Chemicals Corp. District 50 UMWA (Ind.).	June 1970
134	Union Electric Co. Electrical, Brotherhood (IBEW).	June 1969
135	McGraw Edison Co. Steelworkers (USA).	June 1970
136	Ford Motor Co. (Philco Corp). Electrical, Brotherhood (IBEW).	April 1970
137	Midwest Mfg. Co. Machinists (IAM).	October 1969
138	Cameron Iron Works, Inc. Machinists (IAM).	July 1968
139	U. S. Metals Refining Co. Steelworkers (USA).	June 1971
140	Johnson and Johnson. Textile Workers (TWUA).	May 1968
141	Morse Chain Co. Machinists (IAM).	September 1969
142	Columbia Broadcasting System, Inc. Electrical, Brotherhood (IBEW).	September 1969
143	U. S. Industries, Inc. Machinists (IAM).	December 1968
144	Todd Shipbuilders Corp. Boilermakers (BBF).	July 1968
145	Dow Chemical Co. District 50 UMWA (Ind.).	July 1968
146	Campbell Soup Co. Retail, Wholesale and Department Store Union (RWDSU).	November 1968
147	American Thread Co. Textile Workers (TWUA).	April 1969
148	Maryland Shipbuilding and Drydock Co. Marine and Shipbuilding Workers (IUMSW).	August 1969

<u>Clause number</u>	<u>Employer and union</u>	<u>Expiration date</u>
149	National Distillers and Chemical Corp. — Bridgeport Brass Division. Steelworkers (USA).	November 1968
150	Victor Manufacturing and Gasket Co. Machinists (IAM).	January 1969
151	Union Carbide Corp. —Oak Ridge K-25 Plant. Oil, Chemical and Atomic Workers (OCAW).	October 1970
152	Diamond Chain Co. Steelworkers (USA).	September 1968
153	All-Steel Equipment Co. Boilermakers (BBF).	March 1969
154	J. I. Case Co. —Clausen Works. Auto Workers (UAW) (Ind.).	December 1969
155	Western Union Telegraph Co. Communications Workers (CWA).	May 1968
156	Carborundum Co. Oil, Chemical and Atomic Workers (OCAW).	July 1969
157	Le Tourneau Westinghouse Co. Boilermakers (BBF).	August 1970
158	Cerro Corp. —Copper and Brass Division. Auto Workers (UAW) (Ind.).	February 1969
159	Beech Nut Life Savers, Inc. Beech Nut Employees Association (Ind.).	December 1968
160	National Lead Co. Oil, Chemical and Atomic Workers (OCAW).	February 1970
161	Southern California Edison Co. Electrical, Brotherhood (IBEW).	December 1970
162	Reliance Electric and Engineering Co. Electrical, International (IUE).	June 1968
163	Dairy Industry Agreement. Teamsters (IBT) (Ind.).	September 1968
164	Whirlpool Corp. Teamsters (IBT) (Ind.).	July 1970
165	Metropolitan Body Co. Auto Workers (UAW) (Ind.).	January 1968
166	National Screw and Mfg. Co. Auto Workers (UAW) (Ind.).	June 1969
167	Kearney and Trecker Corp. Employee's Independent Union (Ind.).	March 1969
168	New England Telephone and Telegraph Co. New England Federation of Telephone Accounting Workers (Ind.).	December 1969
169	Montgomery Ward and Co., Inc. —Kansas City. Teamsters (IBT) (Ind.).	August 1971
170	Greater New York Food Employers Labor Relations Council. Meat Cutters (MCBW).	February 1970
171	Atlantic City Electric Co. Electrical, Brotherhood (IBEW).	December 1969
172	General Fireproofing Co. Steelworkers (USA).	September 1968
173	Harnischfeger Corp. Steelworkers (USA).	August 1968

<u>Clause number</u>	<u>Employer and union</u>	<u>Expiration date</u>
174	New Jersey Laundry and Cleaning Institute. Laundry and Dry Cleaning Union (LDC).	July 1970
175	Jessop Steel Co. Steelworkers (USA).	October 1968
176	Anaconda American Brass Co. Steelworkers (USA).	September 1971
177	United States Time Corp. Machinists (IAM).	December 1969
178	Farrel Corp. Steelworkers (USA).	June 1970
179	Sealed Power Corp. Auto Workers (UAW) (Ind.).	February 1968
180	International Resistance Co. Electrical, International (IUE).	March 1969
181	Dayton Tire and Rubber Co. Rubber Workers (URW).	April 1968
182	Tappan Co. Stove Workers (SMIU).	February 1970
183	Calumet and Hecla Inc.—Calumet Div. Steelworkers (USA).	August 1968
184	T. C. Wheaton Co., Wheaton Glass Co., and General Mold and Machinery Corp. Glass Bottle Blowers (GBBA).	March 1968
185	Union Carbide Corp.—Plastics Division. Chemical and Crafts Union, Inc. (Ind.).	May 1968
186	Auto Specialities Manufacturing Co. Auto Workers (UAW) (Ind.).	January 1968
187	Esso Research and Engineering Co. Independent Laboratory Employees (Ind.).	February 1971
188	American Can Co.—Marathon Southern Corp. Pulp (PSPMW).	October 1968
189	Greater Pittsburgh Milk Dealers Assn. Teamsters (IBT) (Ind.).	April 1970
190	International Paper Co. Papermakers and Paperworkers (UPP), Pulp, Sulphite Workers (PSPMW), and Electrical, Brotherhood (IBEW).	May 1970
191	First National Stores, Inc. Teamsters (IBT) (Ind.).	March 1969
192	Walworth Co. Steelworkers (USA).	April 1968
193	Phillips Petroleum Corp.—Sealright Division. Pulp (PSPMW).	May 1969
194	Associated Spring Corp.—Bristol Division. Auto Workers (UAW) (Ind.).	October 1969
195	Baltimore Transit Co. Amalgamated Transit Union (ATU).	September 1968
196	Allied Chemical Corp.—National Aniline Division. District 50 UMWA (Ind.).	March 1969
197	Eaton Yale and Towne Inc.—Materials Handling. Machinists (IAM).	August 1971
198	Shell Oil Co., Inc.—California. Oil, Chemical and Atomic Workers (OCAW).	December 1968
199	Humble Oil and Refining Co. Gulf Coast Industrial Workers Union (Ind.).	April 1969



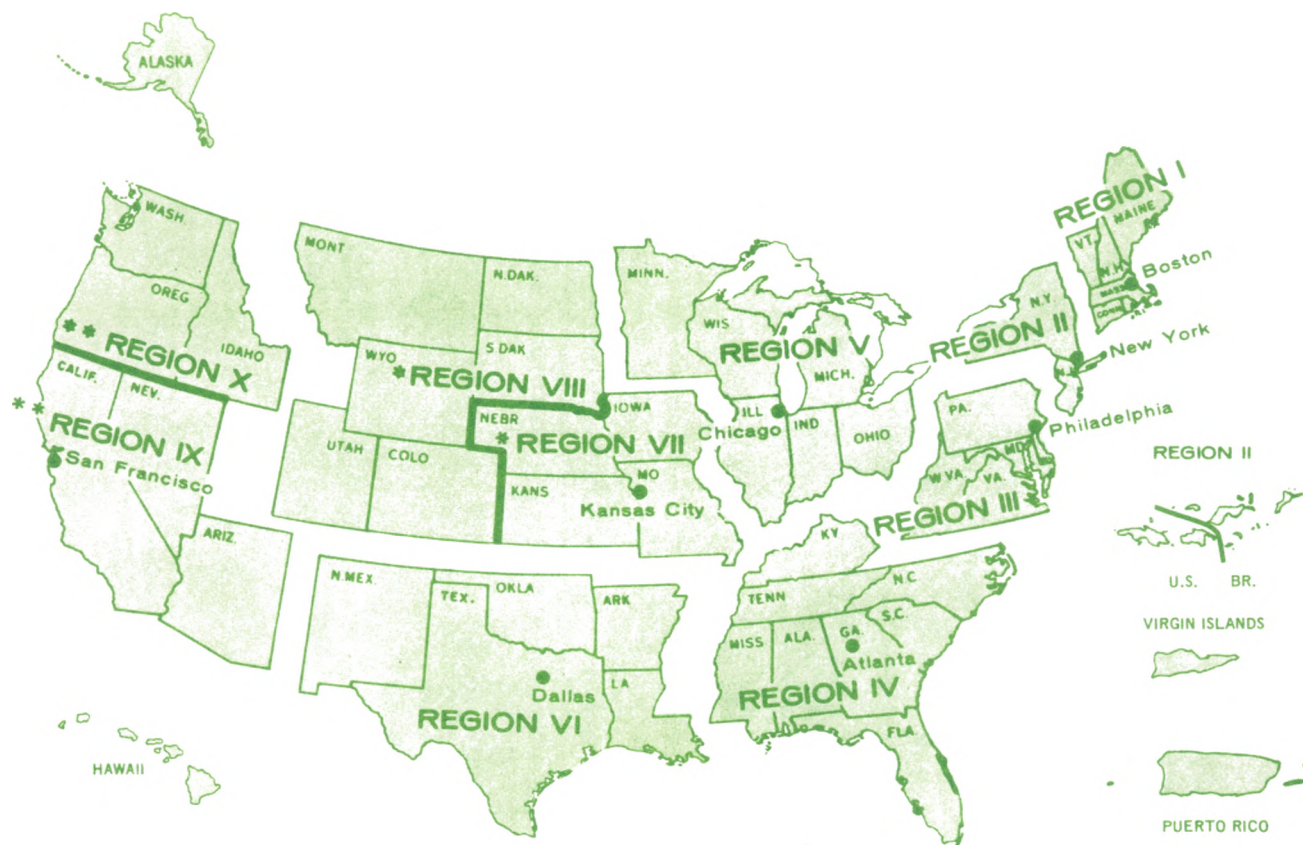
<u>Clause number</u>	<u>Employer and union</u>	<u>Expiration date</u>
200	Owens—Illinois, Inc. Glass Bottle Blowers (GBBA).	May 1968
201	Budd Co. Auto Workers (UAW) (Ind.).	March 1968
202	Crown Cork and Seal Co. Sheet Metal Workers (SMW).	April 1970
203	Baldwin-Lima-Hamilton Corp.—Standard Steel Division. Steelworkers (USA).	October 1968
204	Pittsburgh Plate Glass Co. Glass and Ceramic Workers (UGCW).	February 1969
205	Seiberling Rubber Co. Rubber Workers (URW).	September 1970
206	Union Carbide Corp.—Stellite Division. Steelworkers (USA).	March 1968
207	San Diego Gas and Electric Co. Electrical, Brotherhood (IBEW).	February 1969
208	E. I. Dupont de Nemours and Co.—Film. Transparent Film Workers, Inc. (Ind.).	February 1969
209	Commonwealth Edison Co. Electrical, Brotherhood (IBEW).	March 1969
210	Climax Molybdenum Co. Oil, Chemical and Atomic Workers (OCAW).	July 1968
211	Detroit Hotel Association and Detroit Local Joint Executive Board. Hotel and Restaurant Employees (HREU).	December 1968
212	Sterling Drug Co.—Winthrop Labs Division. Chemical Workers (ICW) (Ind.).	June 1970
213	McLouth Steel Corp. Steelworkers (USA).	July 1968
214	Popular Priced Dress Manufacturers Group. Ladies' Garment Workers (ILGWU).	January 1970
215	Linton Food Service, Inc. Hotel and Restaurant Employees (HREU).	February 1969
216	Eaton Yale and Towne, Inc.—Stamping Division. Auto Workers (UAW) (Ind.).	November 1970
217	Gates Rubber Co. Rubber Workers (URW).	June 1969
218	Martin-Marietta Corp.—Martin Division. Auto Workers (UAW).	November 1969
219	Continental Can Co.—Container Board and Kraft Paper Division. Papermakers (UPP).	July 1968
220	Reynolds Metal Co.—Alloys Plant. Aluminum Workers (AWU).	May 1968
221	American Cyanamid Co.—Lederle Labs. Chemical Workers (ICW) (Ind.).	August 1969
222	Hamilton Manufacturing Co. Carpenters (CJA).	July 1968
223	E. I. Dupont de Nemours and Co.—Spruance Film Division. Transparent Film Workers, Inc. (Ind.).	September 1969

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