MAJOR COLLECTIVE BARGAINING AGREEMENTS

LAYOFF, RECALL, AND WORKSHARING PROCEDURES

BULLETIN 1425-13

U.S. DEPARTMENT OF LABOR
Bureau of Labor Statistics

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U.S. DEPARTMENT OF LABOR
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Preface

This is the 13th in a series of studies by the Bureau of Labor Statistics designed to cover the entire spectrum of provisions of collective bargaining agreements. Earlier bulletins in the series are listed on the last page of this bulletin.

This study, like the earlier ones, is based on virtually all major collective bargaining agreements in the United States covering 1,000 workers or more, exclusive of railroad, airline, and government agreements. All agreements 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.

Chapter II of the report analyzes the various procedures for forestalling or minimizing layoffs of regular employees; chapter III deals with the rules governing layoff of employees, with special emphasis on the role of seniority in determining the order of layoff.

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 the understanding of outsiders, not necessarily that of the parties who negotiated them.

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Chapter I. Introduction

Employment stability and the avoidance of layoffs is a common objective of both employers and unions. [1] Employers desire to maintain their trained work force intact as well as to avoid an unfavorable unemployment compensation rating and loss of employee and community goodwill; unions, of course, are concerned with the job security and continued income of their members.

Economic downturns, seasonal fluctuations, plant relocations, mergers, product changes, or productivity increases, among other factors, may at times make layoffs unavoidable. When such situations arise, unions and management often differ on the manner in which they should be handled. Management prefers to dispense with those workers least qualified to perform the remaining work, and to minimize retraining, transfers, and "bumping" of junior employees. Unions, on the other hand, favor layoffs of the least senior employees, even if this necessitates transfers and training of those with greater length of service.

Most collective bargaining agreements contain provisions that attempt to reconcile these differences by establishing layoff rules that have been agreed to by both parties. These provisions may range from brief statements of policy to elaborate layoff procedures requiring many pages of text.

A number of additional types of collective bargaining provisions have been developed dealing with procedures for preventing or minimizing the layoff of regular employees. These include equal division of work or reduction in scheduled hours, elimination or limiting of overtime, restrictions on subcontracting, restrictions on hiring new employees, and other procedures designed to spread the available work among the existing work force. Agreements may also require initial layoffs to be limited to probationary, temporary, part-time, or any other workers who are not full-time seniority employees. If the needed reduction in manpower is not great, these procedures may prevent layoffs among the permanent work force, or, if such layoffs do become necessary, may minimize the number of regular employees affected and speed their return to active employment.

Related studies

This study is concerned both with the prevention or minimization of layoffs and the procedures and application of seniority should layoffs become necessary. A previous study (BLS Bulletin 1425-11) examined the role of seniority and other factors in promotions and intraplant transfers. Several other studies in the series (see listing on last page) have some relation to job security or seniority. A subsequent report will deal with selected seniority administration provisions, with emphasis on the ways in which seniority may be acquired, lost, and modified.

Scope of study

For the study of worksharing, layoff, and recall provisions, the Bureau examined 1,845 major collective bargaining agreements, each covering 1,000 workers or more, or nearly all agreements of this size in the United States, except those in railroad and

[1] Layoff is an involuntary separation from employment for a temporary or indefinite period through no fault of the worker.

airline industries and in government. These agreements applied to almost 7.7 million workers, or almost half the total coverage of collective bargaining agreements outside the excluded industries. Of these, 4.2 million workers covered by 1,021 agreements were in manufacturing, and 3.4 million workers, covered by 824 agreements, were in nonmanufacturing industries. All these agreements were due to expire in 1971 or later. All were examined for layoff provisions, provisions aimed at preventing or minimizing layoffs, the methods and criteria used in the latter, and the role of the union.

A more intensive and detailed examination of the layoff provisions was made in a sample of 364 agreements, covering 2.1 million workers. The agreements having detailed layoff provisions were arranged in decending order of worker coverage within each industry, and every fourth agreement was chosen for more detailed analysis.

Clauses were selected for quotation in this report to illustrate either typical procedures, or variations in the ways 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 editing was done to improve clarity or to omit irrelevant wording.

In appendix A, several worksharing, layoff, and recall clauses are reproduced in their entirety.

Chapter II. Forestalling and Minimizing Layoff

Worksharing provisions

Worksharing is defined as a procedure for dividing the available work, or hours of work, among all eligible employees during slow periods as an alternative to layoffs.[2] Three types of worksharing procedures may be identified—reduction in hours (by far the most common), division of work, and rotation of employment. Reduction in hours, as its name implies, requires that weekly hours of work be reduced below normal (nonovertime) schedules, usually within stated limits, to spread the work. The second procedure—division of work—is normally found in agreements covering employees on piecework or incentive systems, and emphasizes earnings rather than hours of work (although reduced hours may also occur). All available work is divided equally among eligible employees; under some conditions faster workers may work somewhat fewer hours than slower ones for the same pay. The last procedure—rotation of employment or layoff—provides that short, specific periods of layoff be rotated equally among all employees, in contrast to the more common practice of laying off junior employees for longer or indefinite periods.

Of the 1,845 agreements examined, just under 25 percent, covering 36 percent of the workers, provided for worksharing.[3] (See table 1.) Manufacturing agreements made up only 55 percent of the agreements studied but accounted for 77 percent of the worksharing provisions, covering about the same proportion of workers. Worksharing had a relatively high prevalence among single employer agreements and those applicable in the northern and eastern parts of the country.

Five industries—communications, primary metals, apparel, machinery (except electrical) and transportation equipment—accounted for about half of the worksharing clauses and three-fourths of the workers covered by them. Most large national unions, except those in the construction industry, had negotiated worksharing clauses. These included the Steelworkers (64), Auto Workers (42), Ladies' Garment Workers' (39) and Communications Workers (33).

The 316 major agreements in the construction industry largely accounted for the relatively low prevalence of worksharing provisions in nonmanufacturing and in multiemployer agreements and those in the south and west. Employment practices in this industry seldom involve either layoff-recall or worksharing procedures. Employers normally hire workers for a project, work them full schedules (barring bad weather or emergencies) until its completion, and then terminate their employment. Transportation and utilities contracts also contained relatively few worksharing provisions.

Reduction in hours. Three-fourths of the agreements providing for worksharing, covering a slightly greater proportion of workers, stipulated reduction in weekly hours during slow periods. The provision was present in about 25 percent of all manufacturing agreements, but in only 11 percent of nonmanufacturing ones. Seven of every 10 covered workers were under primary metals, communications, or transportation equipment agreements. Reduced hours were somewhat more prevalent in clerical or

[2] The term "worksharing" is used in a broader sense than in a similar BLS study of agreements in effect in 1954–55—Analysis of Layoff, Recall, and Worksharing Procedures in Union Contracts, BLS Bulletin 1209, 1957. In the earlier analysis, worksharing referred to provisions, generally of the equal division of work type, which substituted entirely for layoff provisions. The current definition is expanded to include all division of work and reduction in hours, whether or not accompanied by layoff provisions.

In many agreements, not all employees are eligible to share the work. Probationary, part-time, or temporary workers, or those having less than specified length of service may be laid off before worksharing is introduced. In severe or prolonged declines in manpower requirements, the worksharing procedure may be accompanied by, or terminated in favor of, further layoffs.

[3] Using the current study's definition, this is about the same proportion of worksharing provisions as was found in the 1957 study referred to in footnote 2. However, if construction agreements, in which the provisions are rare, are excluded from the comparison, then 30 percent of the remaining contracts in the current study contained worksharing provisions, against 26 percent in the previous study. Because of somewhat differing concepts, a direct comparison of the types of worksharing provisions was not feasible.

combined blue-collar and clerical agreements than in those applying only to blue-collar workers. This may be attributed partly to the traffic department agreements in the communications industry, which covered telephone operators, classed as clerical employees.

Reduction in hours as an alternative to layoff is practicable only within certain limits. If the reduction is severe or prolonged, it may result in declining employee morale or efficiency, or a gradual drift to other employers.[4] Most provisions limit the level or duration of the forestalling tactic; beyond these limits layoffs may occur. About 55 percent of the agreements providing for reduced hours specified the number of hours per week to which work schedules could be reduced. (See table 2.) These generally ranged from 24 to 36 hours, with 32 hours the level established in over three-fourths of the clauses. In the first two illustrations below, any hours reductions were to be negotiated:

(1) When it becomes necessary to curtail operations or maintenance while operating on a workweek of 40 hours, the company and the union may mutually agree . . . to the employment of either or both of the following alternatives, or to any other satisfactory procedure: (a) Layoff of employees with less than 1 year of seniority in any seniority group or maintenance craft . . . ; (b) reduce the hours of work to avoid wholesale layoffs, but in no case shall such reduction for this purpose reduce the scheduled workweek below 32 hours of work.

(2) Notwithstanding any other provisions of this agreement, in case of reduced production schedules that would require the layoff of seniority employees . . . , the plant manager of each division and the bargaining committee may negotiate a reduction of hours in the workweek, but in no event shall the work schedule be less than 32 hours per week.

(3) Where practical, the company will not lay off employees until work falls below 32 hours per week . . .

Characteristic of Steelworker agreements was the requirement that any reductions below 32 hours a week must be preceded by negotiations. In event of disagreement the 32 hours would remain the minimum, even if this necessitated a layoff:

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

Forty-five percent of the clauses with reduced hours provisions did not specify the level to which hours would be reduced:

(5) If a reduction in the number of employees in the department is necessary because of a reduced volume of work, then the employer shall, insofar as it is practicable to do so, equally divide the available work among the employees in the department by a reduction of the weekly work hours.

(6) When the company deems it necessary to curtail production, the union recognizes that it may be necessary to reduce the hours of work in order to keep the work force intact as nearly as may be practicable.

This provides a degree of added flexibility, since a schedule fitted to the situation may be determined by mutual consent. Such clauses were particularly common in the communications and retail trade industries.

In communications agreements, clauses typically stated that layoff, part-timing of unspecified duration, or both would be initiated, and usually assigned the union a role:

(7) Whenever, in the judgment of the company there exists a need for a program of layoffs and/or part-timing affecting regular employees in any work group or groups, the company agrees to give the union 15 days notice of its intention and to afford the union this period of time to be heard thereon.

Of the 347 agreements referring to reduced hours, more than a third limited (usually on an annual basis) the duration of this practice before layoffs could take place. (See table 3.) The most common period specified was 4 weeks. Periods of more than 3 months were relatively uncommon:

[4] In States with relatively high unemployment benefits, and in companies paying negotiated layoff supplements, employees may find paid idleness more attractive than the reduced income accompanying short hours.

(8) In the event it is necessary to curtail operations, before reducing the number of conveyor molding lines, the employer may, in the interest of maintaining a trained production force, reduce foundry operations from 40 to 30 hours per week for a period of not more than 8 weeks; further, that departments subsequent to molding operations will be regulated under the same principle of reducing the hours before general reduction of production force.

(9) For temporary reductions in production not exceeding 4 weeks in any one year, the normal workweek for a work group, department, plant or all . . . plants may be reduced to four 8-hour days without involving a seniority layoff.

(10) If, in the company's opinion, business conditions require a reduction of the normal work schedule below 40 hours per week, such reduction may be made. However, if such reduced work schedule continues for 2 consecutive weeks, consideration will be given to laying off employees.

In one agreement, the period during which short hours were permitted was limited to the number of scheduled weeks of overtime:

(11) In the event production is reduced before laying off employees, the company can automatically schedule 3 short weeks of 32 hours for any department of unit 1 for each 2 weeks that such department has been scheduled 48-hour weeks, or will work 48-hour weeks during the life of this agreement. The company cannot schedule more than 4 short weeks in a calendar quarter.

Rarely, two levels of reduced hours were indicated; the allowable duration of the measure depended on the number of hours scheduled:

(12) For temporary reductions in production not exceeding 4 weeks, the workweek may be reduced before any employees are laid off, unless otherwise extended by local plant agreement.

(a) For extended periods of reduced production exceeding 4 weeks, the workweek will be reduced and/or employees will be laid off to comply with paragraph (c) below, unless otherwise extended by local plant agreement.

(b) Both parties agree that it is desirable to give employees high annual earnings. It is recognized and agreed that there are times when production and tooling require overtime and other times when not enough work is available to give all employees with seniority a full week's work. It is mutually recognized that to operate a plant at a schedule which gives employees less than 32 hours per week for more than a month is unsatisfactory to both employees and the corporation and reductions below this level are only justified by special conditions.

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

(13) During slack periods, work may, in the discretion of the mill, be shared by all employees on the operations until the hours of work of such employees who are sharing the work fall below 32 hours per week for 4 consecutive weeks, at which time layoffs shall be made according to the seniority provisions of this section. Should the hours of work fall below 24 hours per week for 2 consecutive weeks, a layoff shall be made according to the seniority provisions of this section.

A large proportion of the reduced hours clauses stated that the layoff of groups such as probationary, part-time, or temporary workers would precede introduction of the short workweeks:

(14) When it becomes necessary for the company to curtail operations in any department . . . , the following procedure will be used: (1) Part-time employees will be laid off first; (2) probationary employees will be laid off to the extent necessary to maintain a 40-hour week; and (3) when further curtailment of operations becomes necessary, the company will reduce scheduled operations and hours of work to not less than 32 hours from the start of the regular workweek, or it will lay off employees to maintain a 40-hour workweek, or will combine both procedures. If hours are reduced, such schedules will not be continued for more than a total of 4 weeks in any 12 consecutive weeks, except by agreement between the company and the union through the unit bargaining committee.

(15) When it becomes necessary to reduce the working force at any central office, the company will take the following steps in the order named, and to the extent required in that central office and in any other central office or central offices handling the same type of traffic and located in the same building: (1) Discontinue the regular use of occasional operators; (2) release temporary employees; (3) release "term" employees, i.e., those engaged for temporary work in anticipation of future force reductions; and (4) lay off regular employees of less than 1 year of net credited service in the inverse order of seniority, or distribute such work as may be available for this group equitably among this entire group.

If further force reduction will be required . . . , the company and the [union] will discuss the advisability of accomplishing the necessary force reduction by the introduction of part-timing, or by a combination of layoffs and part-timing. If part-timing or a combination of layoffs and part-timing is adopted, there shall be a uniform reduction in the scheduled worktime of all regular employees in the office, except where uniform reduction is not practicable. . . .

In a few contracts, continued employment on a reduced hours basis was available only to employees with a minimum length of service, while employees with lower seniority were subject to layoff:

(16) Employees with less than 3 years' service shall be laid off before the working schedule in a section is reduced below 40 hours per week.

Thereafter, the working schedule in a section shall be reduced or additional employees laid off as may be necessary to maintain the most efficient operation of the section. The decision as to whether to reduce the working schedule or to lay off additional employees shall be discussed by the company and the union before the action is taken.

When the working schedule in a section has been reduced to 40 hours every other week, additional employees shall be laid off as necessary to maintain that schedule.

(17) In the event of a contemplated decrease in force because of lack of work, the company agrees that all available work will be spread among the work force, provided that the workweek shall not be less than 32 hours. However, employees shall not have the right to share work with other employees with more than 2 years' adjusted seniority, until they have acquired 2 years' plant seniority. Fluctuations of 2 hours or less in scheduled hours of incentive departments, or a subdivision thereof, shall not require the sharing of work.

One agreement related the allowable reductions in hours to the employees' length of service. Junior employees could be given the fewest hours:

(18) The desirability of spreading work during extended periods of curtailment is recognized by both parties hereto.

When necessary in the judgment of the works manager to curtail hours of work during such times, employees, subject to [qualifying factors], having: (1) Fifteen or more years' seniority shall not be scheduled for less than an average of 38 hours per week; (2) 10 to 15 years' seniority shall not be scheduled for less than an average of 36 hours per week; (3) 5 to 10 years' seniority shall not be scheduled for less than an average of 32 hours per week; and (4) less than 5 years' seniority may be scheduled for less than 32 hours per week pending further reduction in force.

Should management find it impractical to follow these arrangements, they shall review the matter with the union prior to making exceptions.

This section shall not be construed as a guarantee of employment.

In contrast, several contracts specifically barred any reduction in hourly schedules to forestall layoffs:

(19) If work becomes slack, the company shall not reduce the workweek for the plant to less than 40 hours, but shall make layoffs in accordance with occupational group and overall seniority . . . so as to maintain a 40-hour week and provide employment to those with the greatest overall seniority.

(20) It is recognized that the company's business is subject to seasonal fluctuations, and the company agrees that during periods of short production, no regular employee shall be required to work less than 40 hours for the purpose of spreading employment. It is further agreed that there shall be no reemployment of help until such time as those working shall average 40 hours per week . . .

Division of work. Provisions for dividing the available work, rather than hours of work, were present in 82 agreements, or 18 percent of those having worksharing. (See table 1.) Virtually all worksharing provisions in the apparel industry, which is characterized by piecework and seasonal product demand, were of this type. They were rarely encountered in industry groups other than apparel, leather goods, and textiles.

Some of the agreements clearly indicated that the emphasis was on equal earnings rather than actual hours of work. The first illustration below provided the employer a degree of flexibility related to employee competency in allocating the work, while the last prohibited layoffs unless earnings declined to a specified level:

(21) If a member of the association is unable to supply its workers with full-time work, the available work in the shop shall be divided as equally as possible amongst all of the workers in said shop who are competent to do the work in the respective crafts.

The employer, however, is not to be deemed as dividing its work unequally if the division is not made on any given day, due to a worker's competency to work on certain styles. It is obliged, however, to divide its work so that the earnings of the workers in the slack period show no great difference within 2 week periods.

(22) It is agreed that in slack periods, work shall be divided equally among all workers in the various departments; the division of work to be based on earnings. In the division of work, there shall be no discrimination against any worker either as to quantity or quality.

(23) Whenever there is insufficient work, the available work shall be divided equally among all employees in the group, and there shall be no layoffs until lack of work will reduce the weekly earnings of every employee in the group as follows: In the case of hourly paid groups below $75, in the case of piecework groups below $90.

It was common for such clauses to substitute entirely for layoff provisions, with all employees apparently assured of a share in any work available during the slow season:

(24) At all times there shall be an equal division of work among all the workers in each and every branch of work in a shop. A shop force is not to be reduced on account of lack of work at any time, but whatever work there may be shall be equally divided among all the workers, during the "slack" as well as during the "season", among all workers qualified to do such work. The equal distribution shall be arranged between a shop committee of the workers and a representative of the employer.

(25) At all times, work shall be distributed to the workers as equally as possible. No worker shall be laid off during the slow season because of lack of work, but whatever work there is shall be equally distributed among the workers in each branch of work in the shop.

A few apparel agreements indicated that the division of work might be effected by rotating or alternating the available work among the workers, a procedure somewhat similar to the rotation of layoffs described in the following section, but referring to the allocation of raw materials:

(26) If the employer is unable to supply his workers with work full time, the work available in the shop shall be divided equally as possible among all the workers competent to do the work.

In such circumstances, workers may be divided into groups which will be supplied work alternatively.

If there is not a full weeks' work for all cutters in the shop, the work available shall be divided equally among them by the week.

In practice, the more skilled workers who find their earnings wholly inadequate may seek employment elsewhere. Perhaps for this reason, some division of work provisions mentioned the possibility of a layoff. As in the second example, joint union-management approval might be required before layoffs could occur:

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

(28) In the event that a member of the association has insufficient work for all the window cleaners in his employ, then, and in that event, the work may be distributed equally amongst his employees insofar as is practicable with the knowledge, consent, and approval of the union and employer, but if due to such lack of work, it is agreed by and between the union and the employer that he reduce the number of window cleaners in his employ, then, in such event, the order of layoffs shall be by the rule of seniority, i.e., the last man hired shall be the first man to be laid off.

Although layoff provisions were relatively uncommon in the apparel industry, the statement below suggests that the industry's slow season could result in periods of total or partial unemployment for some workers. The clause established a procedure permitting the unneeded workers to be absent without loss of employment status:

(29) It is understood that it shall not be necessary for the workers to report for work every day and to remain in attendance in the shop at such time during the dull season when there is no work for them. Workers not reporting at least once a week to the shop chairman and employer shall be considered out of the staff, unless such workers can give sufficient reason for their absence to the employer and the union.

Specific time limitations on the duration of division of work procedures were rarely encountered. The following, however, limited worksharing to a maximum of 60 days unless extended by mutual agreement:

(30) When a temporary slackness of work occurs due to a temporary reduction in orders, furnace repairs, etc., the employees shall not be laid off, but the work shall be equally divided among the employees competent to perform it. Temporary shall be defined as not more than 60 calendar days, unless extended by mutual agreement.

Rotation of layoffs. Nearly 5 percent of the agreements having worksharing clauses, covering only about 2 percent of the workers, provided that short, specific periods of layoff be rotated equally among all the workers. (See table 1.) Rotation of employment was sometimes an optional procedure, alternative to layoff or reduction in hours, as in the second and third examples below:

(31) The employer agrees that, in the event of slackness of work, he will rotate employment among his employees (including apprentices) doing the same type of work, insofar as this may be practicable.

(32) When the foreman finds it necessary to reduce the force, employees may be rotated or laid off as the nature of the work requires . . .

(33) The employer agrees to cooperate in every way possible to retain regular working forces. When business conditions in an individual company necessitate, the employer agrees to make every effort to distribute the work by rotation of employees or reduction of the standard workweek in lieu of a reduction of the working force, provided such changes are consistent with efficient operation of the business. Prior to any retrenchment, the employer shall give the representatives of the union an opportunity to meet with them and discuss any proposed retrenchment, but the final determination of the retrenchment program shall be with the employer.

The following clause required approval by both the employees and the union before rotation could be introduced:

(34) In the event of a layoff, and if feasible, employees will be rotated provided they so consent and the union approves.

As with division of work provisions, most rotation provisions established no limitations on duration. However, such time limits appeared occasionally:

(35) Where a reduction of force becomes necessary due to uncontrolled conditions, no worker is to be permanently laid off until each worker in the particular department (where a reduction is contemplated) has taken off 4 consecutive weeks.

(36) During temporary slack periods occurring in the months of December, January, February, and March, layoffs of 1 day may be rotated among regular employees commencing with the employee having least seniority. In the event of such rotation, the senior employee shall receive not more than 10 such single days of rotated layoff and after such limit is reached, employees shall be laid off on the basis of seniority. The employer and the local union may agree to alternate rotation plans in any particular situation, in which case such agreement must be in writing.

Restrictions on overtime

Layoffs may sometimes be avoided or minimized during slow periods by eliminating or restricting overtime. Of the 1,845 agreements examined, 134, or 7 percent, covering 676,500 workers, contained clauses establishing such procedures.[5] More than 90 percent were found in manufacturing agreements, most frequently in the machinery (except electrical), primary metals, and apparel industries. Over two-thirds of all workers covered were in the latter two industries. (See table 4.)

It was rare to find a provision requiring total elimination of overtime, either plantwide or in a lesser unit, during periods of layoff:

(37) When it shall become necessary to reduce the force, hours of work per week shall be reduced to 40 hours before the force is reduced.

The parties usually agreed that circumstances might arise in which overtime must be scheduled even though employees were laid off:

[5] By comparison, less than 2 percent of 1,743 major agreements current in 1954-55 contained such provisions (Analysis of Layoff, Recall, and Work-Sharing Procedures in Union Contracts, BLS Bulletin 1209). This does not include all provisions that tend to limit schedules during slack periods. Many agreements contain general provisions limiting overtime work. Application of the reduced hours provisions discussed previously should also eliminate most overtime and weekend work.

(38) The company may find it necessary, at times, in order to provide adequate service to the company's customers or for efficient plant operations, to transfer or lay off employees while the working schedule exceeds the basic workweek in any department or subdivision thereof. The company will discuss fully any such transfer or layoff in advance with the union, after which the company may put such transfer or layoff into effect subject to the union's right to advance any objections immediately into step 4 of the grievance procedure.

(39) It is understood and agreed that the intent and purpose of this agreement is to provide the maximum of work opportunity for seniority employees during periods of lessened demand for the company's products. Accordingly, it is agreed that the workweek shall not exceed 40 hours per week as long as seniority employees are laid off from the plant, except that it is permissible to work overtime for any group where the additional work would not provide a job for the employees laid off from the plant. The hours of work for the plant may be increased after all seniority employees laid off from the plant have had one opportunity to return to work, or when enough jobs are bid to provide job opportunities for each person on layoff status.

This agreement shall not be construed as a bar to occasional unscheduled overtime in a department or departments when such occasional unscheduled overtime is required to meet customer requirements for delivery, or as a bar to overtime when such overtime does not result in keeping a laid off employee out of a job. The company agrees to exert every effort to meet its customers' requirements within the 40 hours workweek during a period when seniority employees are laid off from the plant.

Sometimes management was permitted to schedule overtime only for a specified period or number of hours during slack periods:

(40) Overtime may be worked in any classification as follows: When classifications are below the normal complement, each classification may work 112 hours per calendar month at the discretion of the company.

(41) There shall be no overtime worked within the job classification of a department of a plant from which people have been laid off because of reduced need for production, except in cases of emergency or for temporary periods not in excess of 4 successive weeks.

Restrictions on weekend work during layoff periods appeared in a few agreements, often accompanied by more general restrictions on overtime. That short workweek or overtime limitations usually apply to weekend work as well may help to explain the paucity of these provisions:

(42) If it should appear necessary to curtail employment for seasonal or other temporary reasons, in the interest of any equitable distribution of work, and to guarantee greater economic security for employees covered by this contract, the company agrees . . . to refrain from . . . labor on Saturdays, Sundays, or holidays.

Restrictions on subcontracting

The contracting-out of work has often been an area of union-management disagreement. While many unions recognize management's right to occasionally subcontract a job requiring specialized skills and equipment not possessed by the company or its employees, they oppose the letting of work that could be done by the firm's own work force. In particular, unions are concerned if work normally performed by its members is contracted to firms having inferior wages or working conditions, or if such action may result in reduced earnings or layoffs of regular employees.

The present study is concerned with limitations on subcontracting during periods of slack work or layoffs. [6] Of the 1,845 agreements examined, 18 percent, covering 27 percent of the workers, contained such limitations. (See table 5.) These were found in almost 80 percent of apparel agreements, and were also contained in many primary metals, transportation, and utilities agreements.

About one provision in eight, most of them in apparel agreements, permitted subcontracting only if the firm's present work force was "fully supplied with work":

(43) An employer with an inside shop may designate contractors only if his inside shop is fully supplied with work.

(44) The employers shall have no work performed outside their own shops unless the workers of their inside shops are fully supplied with work, and unless such outside shop is under contract with [the union] and has complied with the terms thereof.

[6] For a full analysis of subcontracting provisions, see Major Collective Bargaining Agreements: Subcontracting, BLS Bulletin 1425-8.

More than one-third of the clauses allowed subcontracting that did not result in the layoff or part timing of regular employees. These provisions were frequently found in utilities industry agreements:

(45) The company agrees to notify the union of the contemplated hiring of any outside contractors to do work normally done by the regular employees covered by this agreement.

In instances where it is necessary to contract for equipment, during periods of emergency, such equipment will be manned by regular company employees if and when they are available and qualified to operate such equipment.

It is the sense of this provision that the company will not contract any work which is ordinarily done by its regular employees, if as a result thereof, it would become necessary to lay off any such employees.

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

(47) The company may contract out any maintenance, repair and/or renovation work provided permanent employees covered hereby are not terminated or laid off temporarily as a direct or indirect result of such work being contracted out; nor shall any work contracted prevent the recall of employees on the recall list.

In some instances, the parties agreed that circumstances might justify subcontracting even though this could result in the layoff of regular employees:

(48) The company agrees that it will not contract any work that its employees can efficiently and expeditiously perform and which is ordinarily and customarily done by its regular employees, if as a result thereof, it would become necessary to lay off or reduce the hours worked below 40 hours per week, provided that the cost of performing such work by company employees does not exceed the cost of such work performed by outside contractors.

Subcontracting was limited during periods when employees were laid off in nearly one-third of the contracts. In almost all of these clauses, it was either specified or implied that outside personnel could be brought in if the laid-off workers were not qualified to perform the work required:

(49) When maintenance department employees are laid off or working in other departments, the company will not hire outside contractors to come into the plant and do the work. A violation of this obligation shall result in pay to the appropriate employees for the time lost if the work was of kind, quality, and amount normally performed by the maintenance department.

(50) It is the intention of the company to provide full and regular employment for all its employees except during periods when conditions necessitate reduction in plant output. In accordance with this intention, the company agrees that work performed by members of the unit shall not be contracted out as long as the employer has the proper and sufficient equipment, and so long as there are qualified employees available from among those present and/or laid off employees eligible to return to work under the recall provision.

(51) The company will not contract work out when there are qualified men in the craft involved on the seniority list unemployed who can do the work. This is not to be interpreted as including new construction.

In the following clause, subcontracting of work requiring specialized skills was permitted, but laid-off employees were to be recalled for work requiring less skill:

(52) Prior to using an outside contractor for work which does not come within the above categories /new construction, installation, work requiring special skills or equipment, certain emergencies/, which occurs on an infrequent basis and is of an unskilled nature, the company will use employees in layoff status, provided they are otherwise qualified and have indicated their availability for this type work by maintaining current registration at the personnel office.

In another variation, the company could, under given circumstances, contract work out, but in the event of a business decline, the work had to be performed by the company's own employees:

(53) The company will utilize its manpower, machines, and facilities to meet production schedules. Whenever the volume of work, or the time limits for its completion precludes the possibility of effectively using either our own employees, or our equipment, then necessary subcontracting will take place. The company will endeavor to restrain its actions in this regard so as to avoid situations detrimental to the interests of the employees

However, should a decline in business activity take place which results in a reduction of department work schedules of less than 40 hours per week, or a layoff of said employees, then the company shall recall to the plant such work of a nature regularly performed by the affected employees, to restore the work schedule to 40 hours per week.

A few clauses banned subcontracting that would either result in layoff or prevent the recall of employees previously laid off:

(54) The corporation recognizes the general principle, applicable to all departments, that in the case of work which (a) has customarily been done by employees in the bargaining unit, and (b) for which the company has the required equipment and personnel (including any layoffs with seniority), such work will not be contracted out if the effect of contracting the work out would be either (1) to result in the layoff of any employees with seniority, to their disadvantage or disadvantage of remaining employees who might thereby be reduced in rate of pay or denied upgrading, or (2) would prevent the recall from layoff of any employee having 2 or more years' seniority at the time of layoff.

(55) The institute will notify the union, as far as is practical in advance, before bringing in [contractor personnel]. The institute will promptly notify the union of the names, location and starting dates of such personnel.

Such personnel will not be brought in if there are qualified bargaining unit employees on layoff who are willing and able to perform the work, nor will they be brought in if this would cause any member of the bargaining unit to be laid off.

The subcontracting of work during slack periods or layoffs was to be an issue for union-management discussion or negotiation in about one-fifth of the agreements which dealt with the subject. Most of these provisions were found in the primary metals industry, where permanent bipartite subcontracting committees were the rule:

(56) Production, service and day-to-day maintenance and repair work within a plant as to which the practice has been to have such work performed by employees of contractors may continue to be contracted out, unless mutually agreed by the contracting out committee. However, in the event reduced operations are anticipated in the seniority unit to which the work would most appropriately be assigned, management shall, prior to contracting out the work, give consideration to the assignment of such work to employees within said unit providing such work will not involve overtime for such employees or alter schedules for the completion of other jobs.

(57) The company agrees not to subcontract work where it would result in the layoff of employees working without first giving the union notice and affording the union the opportunity to bargain concerning such change. The union agrees that in bargaining, full consideration and weight will be given to economic savings and business needs. Where such savings or needs are substantial, they shall be controlling. The company agrees that the provisions for the laid off employees shall be mutually acceptable to the union and the company.

Restrictions on new hires

Where seniority is a factor in recall, it is implicit that laid-off employees will be recalled or at least be given first consideration for vacancies, provided they are capable of doing the work, before new employees are hired.

A large number of agreements provided more explicit safeguards, specifically limiting or prohibiting hiring during slow periods, or when regular employees were on layoff.

Of the 1,845 agreements examined, 653 (35 percent), covering 3.1 million workers (41 percent), limited or prohibited hiring during slack or layoff periods. (See table 6.) These restrictions, found in every industry, were more prevalent in manufacturing than nonmanufacturing, again largely because of the relative absence of layoff systems in construction agreements.

Usually, the hiring restrictions applied only during layoff periods. In 15 agreements, however, hiring was limited, even though layoffs had not yet taken place, during periods of reduced hours or production:

(58) In case of a shortage of work within a department but not requiring a general layoff in that department, . . . the company will discontinue hiring new employees for work similar to that done in the department where shortage of work occurs.

(59) No new, temporary, or part-time employees shall be hired by the employer or permitted to work in a department on any job with respect to which "employees with seniority," as defined in this agreement, are on layoff or who are working a reduced workweek as provided herein, unless the employees with seniority refuse to do said job, or work.

(60) No new help shall be hired while employees are receiving less than 38 hours per week, except during an emergency that would require additional temporary help.

The greatest number of restrictive clauses (355, covering 1.3 million workers) limited hiring while workers were laid off, but indicated that new employees might be hired under specified conditions. Usually, the provisions permitted exceptions, as in the previously cited subcontracting clauses, in the event the laid-off workers were not qualified to do the work required:

(61) . . . no new men will be hired until all available, competent, and regular employees have been afforded an opportunity to return to work, except that should occasion require the services of someone especially qualified for a certain job or position which cannot be filled from the employees in the plant, this rule shall be modified to that extent.

(62) New employees shall not be hired while employees with seniority are laid off unless such laid off employees do not have the ability to satisfactorily perform the available work, and the new employee has such ability. The company will not hire a new employee for training if an employee entitled to recall could be trained to perform the job in a reasonable period.

(63) When new employees are required in any group under the jurisdiction of Division 998, employees from any of these groups, who have been laid off due to lack of work, shall be given preference over outside applicants if they can qualify for the positions.

In the following, the employer was limited to hiring a specific number of skilled workers in preference to recalling those on layoff:

(64) The company shall have the right, without regard to the seniority list, to hire not more than five new employees during the period of this agreement, without regard to the fact that there may be employees laid off having seniority, for the purpose of enabling the company to get suitable help on an occupational basis for special operations. It is understood by the company and the union that these employees shall be exceptional employees whose work, in the judgment of the management, is of exceptional value. It is further understood in this connection, that these exemptions shall apply only when employees out of work having seniority are not qualified to perform the type of work required by the company . . .

An additional 156 provisions, widely distributed by industry, affording even greater protection to the laid-off employees, permitted hiring only after all available laid-off workers had been given the opportunity to return to work. The third clause illustrates a common practice—notice by registered mail with a time limit on the hiring restrictions:

(65) The senior regular employee laid off shall be the first person hired if available. In no event shall new employees be hired if laid off regular employees are immediately available. If new employees are hired, they shall be displaced when laid off employees become available.

(66) Rehiring shall be in inverse order of seniority. It is specifically agreed and understood that no new help shall be hired until all such employees shall have been recalled.

(67) Employees on layoff status will be notified by registered mail of openings in the job from which they were laid off by letter sent to their last known address, and no new employee will be hired for such opening until the <u>fifth</u> working day after such notice has been sent. The union will be sent a copy of all such registered letters to laid off employees.

A minority of the clauses restricted or prohibited hiring only in the units from which employees had been laid off. Employees apparently could be hired into unaffected units:

(68) Job classification seniority shall govern recall. After layoff, no employees shall be hi[illegible] in a classification or group until all employees laid off from that classification or group have b[illegible]ven an opportunity to return to work in inverse order from layoff.

(69) No new employees will be hired into a job classification until all laid off employees holding seniority on that classification have been recalled to work.

Often, the limitation applied to a broader area, and workers laid off in one unit were given preference over new hires for openings in other units of the plant:

(70) When layoffs occur, laid off workers, starting with those having highest seniority, shall be given the opportunity of being transferred to vacancies which exist in any other department; and shall have preference before hiring new employees for any vacancies which may occur in any department other than their own during the period of layoff, provided they are able to do work assigned efficiently.

(71) No new employee will be hired in any classification until all laid off employees, who have the ability to do the work, have been given an opportunity to return to work.

(72) The company agrees that before it hires employees who have not previously worked for the company, it will first consider filling any job vacancies with employees who have acquired seniority . . . who are then on continuous service layoff status . . . who are qualified to perform the duties of the job vacancy, even though such laid off employees are in departments or groups of departments established by the company, other than that in which the job opening exists.

An additional 125 agreements, applying to 1.3 million workers, accorded laid-off workers preferential treatment, not only at their home plant, but at other plants of the company:[7]

(73) An employee covered by this agreement who has been on continuous layoff for 60 days or more, and who has had 2 or more years of continuous service as of the date of his layoff, and who is further not eligible for immediate pension and social security, shall be given priority over new hires for job vacancies in the bargaining units listed in appendix B hereof which are represented by the union.

(74) In the event one department or plant is laying off employees and another department or plant is hiring permanent employees, the laid-off employees will be given the opportunity, based on seniority, for employment in the plant or department which is hiring, in accord with the [bidding rules].

Layoff of special categories of workers

It is sometimes possible to limit layoffs to probationary employees (i.e., those recently hired who have not yet acquired seniority), temporary or part-time employees, trainees, or other groups considered less firmly attached to the company's labor force. As indicated in table 7, 405 agreements covering nearly 2 million workers had such arrangements.[8] Nearly half of the provisions for layoff of special employee categories, covering three-fourths of the workers, were found in four industries—transportation equipment, machinery (except electrical), communications, and transportation.

More than half (213) of the provisions limited the initial layoff to probationary employees alone. In part, this is because nearly all newly hired employees serve a probationary period, whereas many firms do not hire employees for temporary or part-time work.[9] The clauses were most often found in manufacturing agreements, particularly in machinery and transportation equipment. The following illustrations allowed no exceptions to the procedure, which appeared to be plantwide:

(75) When a reduction in force is made, probationary employees will be laid off first.

(76) No employee with seniority shall be laid off until all probationary employees have been, if necessary, laid off.

Sometimes the layoff of probationary employees was limited to workers not deemed essential to operations or to units directly affected by the slack work period:

(77) Probationary employees within a department shall be laid off first, except that a probationary employee may be retained if he or she is in a job essential to the production process of the plant as a whole, and no seniority employee is qualified to perform the work.

(78) For the purpose of an indefinite layoff of employees in connection with decreasing the work force, probationary employees will be terminated, or seniority employees will be laid off as follows:

(a) Probationary employees throughout the Job Family Group affected will be terminated first, provided that there are available employees remaining in the group affected with seniority who are willing and qualified to perform the work of the probationary employees to be displaced.

(b) Thereafter, probationary employees in other Job Family Groups in the seniority unit affected will be terminated, provided that there are available employees remaining in the group affected with seniority who are willing and qualified to perform the work of the probationary employees to be displaced.

(c) Thereafter, employees in the Job Family Group affected having the least seniority will be laid off, provided that there are available employees remaining in the group affected who are willing and qualified to perform the work of the employees to be displaced. . . .

[7] The proportion of agreements having detailed layoff provisions affording laid-off employees preferential hiring at other plants—nearly 9 percent—was up sharply from the fewer than 1 percent having such arrangements in the 1954–55 study.

[8] This underscores a problem in programs for employing and training the hard-core unemployed. As probationary or low seniority trainees, these workers are vulnerable to layoff, unless special provision is made.

[9] In addition to the clauses specifically requiring layoff of probationary employees, most provisions in which seniority is a factor in layoff have a similar effect.

An additional 54 agreements, again mostly in manufacturing, provided for layoff of probationary workers and additional groups:

(79) When work is short in the plant, the company shall terminate the employment of temporary, part-time, and probationary employees in the bargaining unit, after which employees with seniority may be laid off, except that any temporary, part-time, or probationary employee may be retained on his job if no other employee being considered for layoff or transfer due to shortage of work is capable and willing to do such job. Such retained employee shall be designated as a "retained employee" and his name shall be placed on a "retained list."

(80) The company agrees to recognize the principle of seniority in all layoffs and recalls to work as specified below:

In the event that a reduction of the work force is necessary, probationary employees shall be laid off first followed by extra part-time employees, regular part-time employees, and then regular full-time employees within each store. In all instances, except probationary employees, layoff shall be made by seniority on the basis of length of service with the company in the store. . . .

(81) When a reduction in the working force becomes necessary, all probationary, temporary, and part-time employees will be laid off or terminated as the case may be. If thereafter a further reduction is required, layoffs shall be in the inverse order of an employee's departmental seniority, provided the remaining employees have the ability as defined herein to perform the work required satisfactorily and efficiently.

Since probationary employees usually have no job protection under the agreement, as illustrated by the following clauses, it is likely that they usually will be the first to be laid off even though the agreement does not so provide:

(82) The company may lay off or discharge newly hired probationary employees without limitations.

(83) New employees shall be considered probationary employees for the first 60 days, and not subject to the provisions of this contract. During this period, the company may at its discretion demote, transfer, layoff or dismiss such probationary employees.

Temporary employees alone were designated in 55 agreements, many of them in the communications industry. An additional 55 agreements stipulated layoff of temporary employees, and probationary or other groups as well:[10]

(84) Temporary and occasional employees shall be laid off first, provided, however, that such temporary or occasional employees may be retained or employed temporarily to meet peak load situations, or to provide required temporary assistance.

(85) In the event of a reduction in force, temporary and part-time employees shall be the first to be laid off.

Initial layoff procedures were applicable to part-time workers in about 14 percent of the contracts. This was the only category named in 17 agreements, while another 39 agreements applied to part-time workers and other groups. Many of these were also in communications:

(86) When management decides it is necessary to initiate force adjustment measures, probationary, limited part-time, temporary, term and regular part-time employees in the appropriate work force will be laid off first, except as otherwise provided in this article.

(87) . . . It is agreed that no full-time employee will be laid off in those departments using part-time employees without the agreement of union.

Provisions in 37 agreements, or 9 percent of the contracts, applying to about 380,000 workers, required that during work force reductions, moonlighters (that is, employees holding two or more jobs) be laid off first regardless of seniority (table 7). Found almost exclusively in Teamster trucking agreements, such clauses would remove only those employees loosely attached to the company, since the moonlighter with sufficient seniority need only give up his other job to avoid layoff:

(88) In the event of layoff, employees who have regular outside employment shall be first laid off regardless of such employee's seniority standing, unless such employee immediately terminates such outside employment. In the event there are two or more employees having regular outside employment, the employer shall lay off the employee having the latest date of hire.

[10] The term "temporary" may actually refer to probationary workers in some agreements. Where no clue was available as to the precise nature of the group, the clause was classified in accordance with the term used in the agreement.

Any employee so laid off shall, as a condition of recall, terminate other regular employment which he may have, unless [other manpower is not available].

Trainees, either alone or in combination with other groups, were first to be laid off in 19 agreements. The definition of trainee was seldom spelled out in the agreements:

(89) In the event of a layoff in the classification in which there are trainees, trainees shall be laid off first. In no event shall an employee with seniority . . . be laid off while a trainee remains in the affected classification.

(90) When it become necessary to have a reduction of force, employees in the occupations affected shall be laid off in accordance with the "principle of seniority," provided that the employees retained are capable of performing the available work. Probationary employees and trainees in such affected occupations shall be laid off first.

Unique in the study were the two clauses below; in one, interplant transferees, and in the other, workers over 65, were specifically slated for layoff. Although the latter agreement stated no compulsory retirement age, application of the layoff clause might tend to trigger retirement, since workers this age are eligible for a pension:

(91) In the event a force reduction is made at a plant or factory of the corporation at a time when employees in one or more of the listed categories are at work in that plant or factory, the force reduction shall be made from the employee categories in the designated sequence:

Sequence	Employee category
First	Temporary employees
Second	Probationary employees
Third	Interplant transferees

provided, however, that employees retained at work under the application of the terms of this paragraph have the requisite qualifications for the available jobs.

(92) Employees who are 65 years of age or over shall be laid off before other employees with less seniority.

Still other agreements provided that regular employees with less than a specified length of service be laid off before other seniority employees:

(93) After probationary employees have been laid off, employees who have less than 6 months service in the occupation will be laid off according to their seniority . . .

Role of the union in provisions for forestalling or minimizing layoffs

As noted in previous illustrations, many of the provisions establishing procedures for avoiding layoff or lessening its impact assigned a role to the union. The prevalence and degree of union participation varied with the type of procedure:

Type of procedure	Provision for union participation in agreements discussing layoff	
	Percentage of agreements	Percentage of workers
Reduction in hours	62	72
Division of work or rotation	29	37
Restrictions on work schedules	59	76
Limits on subcontracting	39	40
Restrictions on new hires	13	15
Layoff of special groups	14	20

As the tabulation indicates, union participation clauses most often were found in provisions for reducing hours or limiting work schedules, and were not nearly as common in provisions pertaining to hiring restrictions or the layoff of special groups. Moreover, under the first-named provisions, union-management discussion or agreement was usually required, while the last-named provisions quite commonly limited the union role to notification of the proposed action. One reason for the much higher prevalence of clauses for union participation in reduced hours or overtime provisions is that the union and the majority of its members may at times wish to deviate from the terms of the agreement—a situation less likely to occur regarding hiring practices or layoff of special groups. For example, if a business upturn appears imminent, the union may agree to extend a period of reduced hours somewhat beyond limits stated in the agreement. If, on the other hand, it is known that manpower needs will be curtailed for a lengthy period, the union may prefer to bypass the reduced hours provisions and initiate layoffs immediately. In other instances, the union may wish to negotiate regarding levels of reduced hours, units in which hours are to be shortened or overtime restricted, etc. Although most common in work-scheduling provisions, requirements for agreement or discussion were, of course, sometimes found in other procedures for forestalling layoffs.

The highest order of union participation, and also the highest order of restriction on management, is the requirement for mutual agreement prior to initiating the procedure. The first clause below required this in writing:

(94) When it becomes necessary to reduce the workweek below a scheduled 40 hours for any period of time due to reasons beyond the control of management, the workweek may be reduced below 40 hours by mutual agreement in writing between the company and the negotiating committee.

(95) Before any employee with seniority is laid off for lack of work, the company and the union shall decide, by mutual agreement, whether the plant work schedule shall be reduced below 40 hours per week or employees laid off in accordance with this contract.

(96) The company will, insofar as practicable, shorten the workweek to accommodate as large a number of employees as possible when work is slack. Before any change in the present 40-hour week is established, it shall be mutually negotiated by the company and the union.

In some instances the methods and details, rather then the advisability of introducing the procedure, were subject to discussion or approval:

(97) In cases where the surplus force condition in an office cannot be eliminated by the methods specified, time off not in excess of 1 day per employee per week may be shared among the employees, but the method of sharing time off, and the extent to which the entire force or some particular group of employees shall participate, will be determined on a local, district, division or State area basis, as may be decided by negotiation between the company and the union.

In cases where the surplus force condition in an office is of such proportions that the application of the measures specified above cannot entirely correct the situation, the procedure to be followed shall be decided by negotiation between the company and the union.

Other provisions only required that the management discuss the action with the union, with no stated obligation to reach an agreement:

(98) The company will inform the union of the general conditions which exist when a short workweek is required and will discuss it with them. If these conditions require additional short workweeks, the union's position and comments on the subject will again be thoroughly evaluated and given careful consideration in connection with any company decision.

(99) It is understood that in the conduct of its business, the company will, on occasion, have need to subcontract some aspects of its operations. If and when the company should contemplate subcontracting some aspects of its operations previously performed by its employees at the plant, which would result in laying off members of the bargaining unit, representatives of the union and the company will meet for the purpose of discussing the feasibility of having the work involved performed by members of the bargaining unit.

(100) When necessary to adopt a reduced working schedule during extended periods of curtailment of production, management will review the matter with the union prior to adopting a reduced working schedule.

In a substantial number of forestalling provisions, the union's role was limited to discussion or agreement on extending the procedure beyond stated time limits, or making other exceptions to the rules established in the agreement. Participation in decisions to go beyond the limitations specified in the agreement was the most common union role (other than notification) in hiring restrictions and layoff of special categories of workers:

(101) It is agreed that no new employee will be hired in the semiskilled productive or labor groups until the seniority list is exhausted, unless otherwise mutually agreed to.

(102) In the event that the reduction of work schedules is expected to continue beyond 4 consecutive weeks, management and the grievance committee shall confer in an effort to determine what future action shall be taken, giving consideration to the status of the problem at that time.

(103) During periods of slack operations (other than emergency curtailments) of 2 weeks or more on operations where four shifts are involved, one complete shift shall be taken off before the hours of work are reduced below 40 hours per week. On operations involving three shifts or less, the hours of work shall be reduced to 32 hours for a period not to exceed 2 weeks during any 6 months period, after which time a shift shall be taken off. Weeks in which a holiday occurs shall not be counted in determining such slack operation. The grievance committeeman of the zone may agree to exceptions where the implementation of this section would adversely affect the operation.

The only role assigned the union in a large number of the provisions, particularly those dealing with subcontracting, hiring, or special groups layoff, was the requirement that the union be notified in advance of management's decision. Such clauses did not, of course, preclude the possibility of discussion or mutual agreement prior to actual application of the provision:

(104) It shall not be the practice to work overtime during any period when there are employees on layoff. However, if it becomes necessary to do so, the general shop committee will be advised as to the reason necessitating this overtime.

(105) The company will give advance notice to the union at least 24 hours before any layoffs for lack of work affecting probationary employees; and 48 hours' notice before layoffs from the seniority list.

The company will make every effort to notify employees as far in advance of layoff as possible.

Transfer to available vacancies to forestall or minimize layoffs

In large firms, a combination of labor turnover and complexity of operations may result in labor surpluses in some job classifications or departments at a time when shortages are developing in other units. In such situations, it is often possible for employees scheduled for layoff to be transferred to vacancies existing elsewhere. Many agreements contain provisions to ensure that this is the procedure that will be followed. Like the provisions discussed in an earlier section, such clauses serve to limit management's rights to hire new employees during slow periods.

Of the 1,845 agreements examined, 592 specifically required management to transfer or to give consideration to transferring employees to open jobs as an alternative to layoff.[11] These were heavily concentrated in manufacturing industries, which accounted for nearly 80 percent of both the provisions and the worker coverage.

The transfer provisions were of two types. One indicated that efforts to place surplus workers in available vacancies would precede any actual layoffs. The second indicated that the filling of vacancies would take place as part of the layoff process. Most of the provisions were of the latter type. In practice there would seem to be little difference between the two types, the principal factor being the number of jobs available in relation to the number of surplus employees.

The following clause indicated that the company would make an effort to transfer employees to open jobs prior to resorting to layoff:

(106) In the interest of production, and prior to reduction of the working force in a department, the company will make every effort, except in the case of a mass layoff or cancellation of a contract, to transfer employees, who would otherwise be laid off, to work they are capable of performing. If reduction in the work force or regression would result in a wage decrease for some employees, these employees may accept a layoff instead of such decrease. However, if an employee accepts a lower classification, he shall receive the maximum of the rate range for that lower classification.

Sometimes the firm was more clearly committed to placing senior employees on open jobs:

(107) When an employee with seniority is subject to layoff in his unit, the following procedure is followed:

1. The employee will be offered an open job in his labor grade for which he is qualified. If there are no open jobs in his labor grade, he will be offered a job in his labor grade for which his qualifications and seniority entitle him. If the job is held by an employee with the lesser seniority, such employee will be subject to transfer or layoff.

2. If not placed on a job in his labor grade, the above procedure will be followed in the next lower labor grade, and so on until he has exhausted the job opportunities in his unit.

[11] Not enumerated in this section were many additional seniority bumping provisions which imply transfer to available vacancies. Given the choice, management generally prefers transfer to bumping, since it is less disruptive to operations. Also see "Seniority in Promotion and Transfer Provisions" (BLS Bulletin 1425-11).

An employee with seniority, still subject to layoff after such transfers have been made, will be considered for placement in another unit as follows:

1. First, he will be given the opportunity to transfer to open jobs for which he is qualified.

2. Second, if there are no open jobs for which he is qualified, and if he has 1 year or more of seniority, he will be offered a job in another unit, which he is qualified to fill, and which is held by an employee with no seniority or lesser seniority.

The employee slated for layoff was sometimes permitted to fill a vacancy in a unit other than his own or on a plantwide basis:

(108) When a department or a unit within a department is discontinued or replaced by another department or unit, employees with seniority affected by such change, who are scheduled to be laid off shall be first given opportunity to transfer into such new department, or vacancies in other departments, or displace temporary employees provided they can do the job to which transferred.

(109) When there is a job on open requisition in another department at the time a regular employee is subject to layoff, he shall be given an opportunity to transfer at his request to such other department, provided the company feels that he has the ability and physical fitness to perform such other job.

At other times, the employee's right of transfer was more restricted. The following excerpt limited eligibility to qualified employees working in the same classification as the opening:

(110) The company agrees that no regular employees of any section shall be laid off or given forced vacation when openings in the same classification exist within the plant, and the employees are qualified to perform the job.

Many provisions required that an employee transferring to avoid layoff be qualified to do the work. The following clause, however, permitted an unqualified employee a training period of up to 30 days:

(111) Upon the designation of employees to be laid off, and prior to their actual layoff, the employees to be laid off will be offered an opportunity to qualify for any authorized job opening within the company, existing at the time of layoff. Where the qualifications of an employee for employment in such other authorized job are questionable, he will be given a reasonable period of time, not to exceed 30 calendar days, on the new job to have his qualifications established.

Attrition

It is sometimes possible, particularly if the number of employees involved is small, to effect a reduction in force through attrition, without resorting to layoff. Hiring is suspended and voluntary quits, retirements, discharges for cause, transfers, and deaths gradually bring the work force down to optimum size. Depending on the need, the vacancies so created are not filled or are filled by employees whose own jobs are no longer necessary.

Although attrition clauses are relatively common in the railroad industry (excluded from this study), only about one-half of 1 percent of the agreements examined provided for this means of reducing the work force.[12]

Attrition provisions normally do not apply to all employees or to all situations requiring a reduction in force. The following clause limits protection to employees affected by technological change:

(112) Employees who have completed their initial probationary periods shall not be laid off as a result of mechanization or automation except that, as provided in (b) herein, employees may accept severance pay on a voluntary basis.

(b) In the event it is necessary, in the opinion of the company, to reduce the number of employees in any classification because of mechanization or automation, the reduction shall take place by attrition and/or reassignment of employees in the "affected classification" (the term "affected classification" means both the classifications immediately affected by mechanization or automation and all other classifications progressively affected). Where "attrition" includes retirement of employees under age 65, the selection shall be on the basis of age; thus, the employee nearest age 65 shall be the first retired then progressively down through age 60.

[12] Closely related, but not included in this study, are a small number of provisions implying use of the attrition principle through employment guarantees. See "Supplemental Unemployment Benefit Plans and Wage-Employment Guarantees" (BLS Bulletin 1425-3).

Protection through use of attrition may also be limited, not only to specified conditions, but to employees having a specified length of service. The clause presented below, while limiting positive protection, appeared to establish a policy of broader application of the attrition principle insofar as practicable:

(113) In connection with the Wage Reduction Policy established in 1960, no employee in the bargaining unit with 5 full years of continuous service will be furloughed because of lack of work in his classification due to automation, plant closings, subcontracting, etc.

Should reduction of forces become necessary for any reason, the union will be consulted and every attempt made to achieve the reduction by attrition.

In the following provision, a general policy of minimizing layoffs through attrition was to be followed:

(114) In Article 29 of the bargaining agreement, the union expressed its intention to support, within the framework of the collective bargaining agreement, the companies' efforts to maintain and improve their competitive position. The companies, in turn, expressed their intention to continue their past practice of letting normal attrition, retraining and other programs short of layoff offset to the extent possible any manpower surplus which may develop.

The provisions rarely indicated the specific ways in which the work force was to be reduced. The following clause, however, enumerated some of the circumstances that would be included in a definition of attrition:

(115) Reduction in the work force in Supplement "A" shall be only by reason of:

a) death or retirement;
b) disability;
c) discharge for cause approved by the union;
d) elimination of routes because of unusual loss of business for reasons other than reduced delivery;
e) voluntary employee transfer to other employment with the employer.

While not counted as attrition provisions, clauses prohibiting layoff of senior employees implied use of the attrition principle if the work force was to be greatly reduced:

(116) Employees who were hired prior to October 15, 1964, will not be laid off for lack of work.

The following clause, by requiring the company to maintain its work force at a certain size, did not permit the management, under most conditions, to resort to attrition:

(117) No member of the association shall reduce the number of workers heretofore employed by it, or reduce the capacity of its shop for employment during the period of this agreement. However, if circumstances arise beyond the control of a member of the association, and after bona-fide efforts in good faith, he is unable to obtain new employees necessary to maintain the level of employment, or the full capacity of the shop, the resulting reduction shall not be deemed a breach of this provision. Any dispute as to this provision shall be adjusted in the same manner as any other dispute under this agreement.

Provisions protecting employees affected by technological change

Although the introduction of automation and other technological changes may prove beneficial to industry and to society in general in the long run, in the short run it may create hardships for the workers directly affected. This has been a critical issue in collective bargaining, reflected in the substantial number of agreements with provisions designed to protect members from layoff, dismissal, downgrading, or other deleterious effects of the changes.

Of the major agreements studied, 325 contained clauses affording employees job or income protection in technological change.[13] These were found mostly in agreements in the manufacturing industries, where the bulk of automation and mechanization is taking place. In the printing industry, which has been characterized by a particularly rapid rate of technological change, more than 80 percent of the agreements, covering an even greater proportion of workers, had such provisions. More than

[13] Provisions applying only to maintenance of wage rates, or requiring only advance notification, were not included.

50 percent of the workers in food, apparel, textiles, and rubber were also covered by protective clauses.

The provisions varied. Many of them protected workers from layoffs or dismissals resulting from the introduction of technological improvements. The second example below extended job protection only to employees with 10 years of service or more:

(118) Anything in this agreement to the contrary notwithstanding, no full-time employee who has completed his trial period as a new employee and no part-time employee with at least 2 year's service, shall be dismissed or suffer any reduction in classification as a result of the introduction or use of automated processes, computer equipment, new or improved mechanization, or improved methods.

(119) . . . the company guarantees jobs . . . to regular, full-time employees with 10 or more years of continuous service whose jobs are eliminated by changes substantially within its control, such as introduction of new equipment, procedures or methods, or the planned retirement of obsolete facilities— as opposed to changes resulting from sudden technical, legislative, regulatory, environmental or economic events, or conditions over which it has little influence. . .

The company will also endeavor, but cannot guarantee to provide employment to employees with less than 10 years of service whose jobs are eliminated for the reasons stated above . . .

Some agreements provided that technologically displaced workers be given an opportunity to work at or be retrained in the new processes and operations:[14]

(120) When employees are displaced from their former jobs by installation of new equipment, if mentally and physically capable, they shall be given an opportunity to prove themselves competent to operate the new equipment.

(121) In the event of a major technological change, the company will give consideration to retraining senior employees who have the aptitude for such training and have related skills.

Assurances were sometimes given that the operation of new equipment replacing present equipment would remain in the bargaining unit:

(122) Whenever new mechanical devices are introduced to perform or aid in the performance of any of the operations included in the bargaining unit, such devices shall be operated exclusively by employees in the bargaining unit. . . .

The association shall furnish the union in writing a list of the regular situation holders employed by each publisher as of May 1, 1970. No employee so listed shall be laid off during the term of this agreement because of the installation and use in any plant or plants of any publisher of any automated process, or automated system after May 1, 1965. Such automated process or automated system shall be construed to include, among other such automated processes or automated systems, conveyor belts, wiretying machines, and the like within the jurisdiction of the union.

(123) Whenever the employer adopts or uses new methods of operation, or new types of equipment resulting from technological developments, and which are not specifically covered by this agreement (and which may in any way affect or replace the equipment covered by this agreement), then the operation of any such new equipment and methods shall be performed by employees covered by this agreement.

Some provisions established separation pay for employees displaced by technological change. In the first example, the employee could choose either "job security" or severance allowance:

(124) Permanent employees (for purposes of the Job Security Plan, a permanent employee is an employee with 90 days of service) will not be laid off as a result of technological change, automation, or improved work methods. Employees who would otherwise be laid off will be kept on the payroll in jobs in their own collective bargaining unit or in jobs elsewhere in the division. Therefore, the unemployment hardships heretofore resulting from automation, technological change and improved work methods will no longer be a burden for . . . employees represented by the union. A plan will be promptly drafted by the parties which will be in accord with the above intent and will incorporate the following principles:

(1) No employee will be involuntarily reduced from the payroll for any reason other than a reduction in operating schedules. (A permanent shutdown of a plant, department, or substantial part thereof shall be considered a reduction in operating schedules.)

(2) Employees shall have the option of choosing protection from loss of employment (job security), or compensation for loss of employment (severance allowance).

[14] For a fuller discussion, see Major Collective Bargaining Agreements: Training and Retraining Provisions (BLS Bulletin 1425-7).

(125) No work now being performed by employees in the unit covered by the collective bargaining agreement shall be transferred or removed from the unit without consultation and negotiation with the union, and unless the transfer or removal of such work is required for the purpose of promoting improved operating techniques, technological changes, automation, or other factors connected with more efficient operations, as distinguished from reasons connected with securing the performance of such work at lower rates of pay or under less favorable employment conditions. . . .

The employer shall attempt to provide any employee losing his job as a result of any such transfer or removal of work with other comparable employment in the San Francisco area without loss of pay, status, seniority, or other benefits. Any employee not receiving such other employment shall receive 1 week's severance pay for each year of service with the employer, provided that if an employee receives such comparable employment outside the bargaining unit, and does not remain in such employment for at least 30 days, he shall receive the full severance pay provided for herein.

In some cases, joint labor-management study committees have been set up to estimate the effects of change prior to its introduction:

(126) A study committee shall be formed which will study the problem of technological changes, and its effect on long term employees in the bookbinding industry. Each side shall select its three members within 10 days after the signing of this contract, and notify the other party immediately and meet within 90 days of the effective date.

The union shall select the chairman of the committee, and a management representative shall act as secretary. The committee will meet at the call of the chairman. Recommendations of the joint committee shall become effective when approved by both parties.

Occasionally, the introduction of technological change was to be the subject of future negotiations:

(127) It is recognized that in the field of data processing, improved and advanced equipment will be introduced from time to time. When the advent of such new equipment results in a drastic change, the company agrees to meet with the union to discuss the problem of consideration of other work for qualified displaced employees. Failing to reach agreement in such situations, the union reserves the right to strike, but only after the steps provided by the International union constitution have been followed.

Table 1. Worksharing provisions in major collective bargaining agreements, by industry, 1970-71

(Workers in thousands)

Industry	Total studied		Having worksharing provisions										No provisions	
			Total		Equal division of work		Rotation of employment		Reduction in hours		Other [1]			
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreement	Workers
All industries	1,845	7,668.8	459	2,794.5	82	552.1	22	43.8	343	2,169.3	12	29.4	1,386	4,874.3
Manufacturing	1,021	4,240.1	352	2,166.3	74	522.1	17	36.6	254	1,596.4	7	11.2	669	2,073.8
Ordnance and accessories	23	88.7	1	2.0	-	-	-	-	1	2.0	-	-	22	86.7
Food and kindred products	112	350.0	12	29.3	4	12.[illegible]	3	8.2	5	8.5	-	-	100	320.7
Tobacco manufacturing	10	23.3	2	3.1	-	-	-	-	2	3.1	-	-	8	20.2
Textile mill products	20	44.2	8	23.6	5	17.0	1	1.2	2	5.4	-	-	12	20.7
Apparel and other finished products	48	431.6	46	427.8	45	426.8	1	1.0	-	-	-	-	2	3.8
Lumber and wood products, except funiture	15	22.6	4	6.4	-	-	2	3.2	2	3.2	-	-	11	16.2
Funiture and fixtures	18	35.7	9	13.4	1	2.0	-	-	8	11.4	-	-	9	22.3
Paper and allied products	59	104.7	14	24.7	1	1.0	-	-	13	23.7	-	-	45	80.0
Printing, publishing, and allied industries	32	71.5	10	33.2	1	5.5	6	15.1	3	12.6	-	-	22	38.3
Chemicals and allied products	65	117.2	18	41.4	-	-	1	1.5	17	39.9	-	-	47	75.8
Petroleum refining and related industries	15	24.9	-	-	-	-	-	-	-	-	-	-	15	24.9
Rubber and miscellaneous plastics products	21	110.6	17	103.1	1	4.5	-	-	16	98.6	-	-	4	7.5
Leather and leather products	21	64.2	16	56.3	8	30.1	-	-	8	26.2	-	-	5	8.0
Stone, clay, and glass products	31	117.0	10	31.5	4	15.5	-	-	6	16.0	-	-	21	85.5
Primary metal industries	110	568.0	52	408.8	-	-	1	1.4	51	407.4	-	-	58	159.2
Fabricated metal products	51	122.1	18	35.4	-	-	-	-	16	30.9	2	4.5	33	86.7
Machinery, except electrical	116	343.1	45	136.4	1	2.0	-	-	42	132.0	2	2.4	71	206.8
Electrical machinery, equipment, and supplies	99	295.3	30	79.8	1	1.1	-	-	28	76.5	1	2.2	69	215.5
Transporation equipment	126	1,237.7	32	680.9	-	-	2	5.0	28	673.8	2	2.1	94	556.8
Instruments and related products	19	48.0	6	23.6	1	3.0	-	-	5	20.6	-	-	13	24.5
Miscellaneous manufacturing industries	10	20.1	2	[illegible]	1	1.0	-	-	1	5.0	-	-	8	14.1
Nonmanufacturing	824	3,428.7	107	628.2	8	30.0	5	7.2	89	572.9	5	18.2	717	2,800.5
Mining, crude petroleum, and natural gas production	18	116.3	5	11.4	1	1.2	-	-	4	10.2	-	-	13	104.9
Transportation [2]	88	622.3	4	14.6	1	1.6	-	-	-	-	3	13.0	84	607.7
Communications	78	587.2	56	461.2	-	-	1	1.3	55	459.9	-	-	22	126.0
Utilities: Electric and gas	71	176.8	3	24.4	1	19.2	-	-	-	-	2	5.2	68	152.4
Wholesale trade	24	41.3	2	2.7	1	1.5	1	1.2	-	-	-	-	22	38.6
Retail trade	104	274.8	24	59.5	-	-	1	1.0	23	58.5	-	-	80	215.3
Hotels and restaurants	45	186.4	2	33.5	1	1.5	-	-	1	32.0	-	-	43	152.9
Services	75	302.5	6	10.2	3	5.0	1	2.2	2	3.1	-	-	69	292.3
Construction	316	1,114.8	5	10.8	-	-	1	1.5	4	9.3	-	-	311	1,104.0
Miscellaneous nonmanufacturing industries	5	6.7	-	-	-	-	-	-	-	-	-	-	5	6.7

[1] 4 agreements, covering 6,900 workers, had the option of reduction in hours or rotation of employment; in 8 agreements, covering 22,500 workers, the type of worksharing provided was unclear.
[2] Excludes railroad and airline industries.

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

Table 2. Level of reduced hours in major collective bargaining agreements, by industry, 1970-71

(Workers in thousands)

Industry	Total with reduction in hours provision[1]		Referring to the level of reduced hours											
			Total		35-36 hours		32 hours		24-30 hours		Level of hours varies depending on duration		Level not indicated	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries	347	2,176.2	192	1,526.1	14	78.7	146	1,297.0	25	113.5	6	37.1	156	650.1
Manufacturing	258	1,603.3	158	1,289.2	11	19.5	123	1,149.6	18	83.1	6	37.1	100	314.1
Ordnance and accessories	1	2.0	1	2.0	-	-	1	2.0	-	-	-	-	-	-
Food and kindred products	5	8.5	1	1.9	1	1.9	-	-	-	-	-	-	4	6.6
Tobacco manufacturing	2	3.1	1	1.1	-	-	1	1.1	-	-	-	-	1	2.0
Textile mill products	2	5.4	2	5.4	1	1.4	-	-	-	-	1	4.0	-	-
Apparel and other finished products	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Lumber and wood products, except furniture	2	3.2	2	3.2	-	-	-	-	2	3.2	-	-	-	-
Furniture and fixtures	8	11.4	4	5.0	-	-	4	5.0	-	-	-	-	4	6.4
Paper and allied products	13	23.7	4	6.2	-	-	1	1.1	3	5.1	-	-	9	17.6
Printing, publishing, and allied products	3	12.6	2	3.2	1	1.0	1	2.2	-	-	-	-	1	9.4
Chemicals and allied products	17	39.9	8	27.0	-	-	5	21.1	3	5.9	-	-	9	12.9
Petroleum refining and related industries	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Rubber and miscellaneous plastics products	16	98.6	9	61.5	-	-	3	4.6	3	29.0	3	27.9	7	37.2
Leather and leather products	8	26.2	7	19.1	1	1.4	5	16.4	1	1.3	-	-	1	7.1
Stone, clay, and glass products	6	16.0	3	10.6	-	-	2	4.3	1	6.3	-	-	3	5.4
Primary metals industries	51	407.4	39	377.2	1	1.0	36	374.1	1	1.0	1	1.1	12	30.3
Fabricated metal products	18	35.4	12	24.6	-	-	12	24.6	-	-	-	-	6	10.8
Machinery, except electrical	44	134.4	30	106.3	2	3.2	24	69.9	3	29.2	1	4.1	14	28.1
Electrical machinery, equipment, and supplies	28	76.5	14	26.5	3	8.6	11	17.9	-	-	-	-	14	50.0
Transportation equipment	28	673.8	14	584.3	1	1.1	12	581.0	1	2.3	-	-	14	89.5
Instruments and related products	5	20.6	4	19.5	-	-	4	19.5	-	-	-	-	1	1.1
Miscellaneous manufacturing industries	1	5.0	1	5.0	-	-	1	5.0	-	-	-	-	-	-
Nonmanufacturing	89	572.9	33	236.9	3	59.2	23	147.4	7	30.4	-	-	56	336.0
Mining, crude petroleum and natural gas	4	10.2	4	10.2	-	-	4	10.2	-	-	-	-	-	-
Transportation[2]	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Communications	55	459.9	21	209.7	2	57.7	15	126.9	4	25.2	-	-	34	250.2
Utilities: Electric and gas	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Wholesale trade	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Retail trade	23	58.5	4	7.1	-	-	1	1.9	3	5.2	-	-	19	51.4
Hotels and restaurants	1	32.0	-	-	-	-	-	-	-	-	-	-	1	32.0
Services	2	3.1	2	3.1	1	1.6	1	1.5	-	-	-	-	-	-
Construction	4	9.3	2	6.9	-	-	2	6.9	-	-	-	-	2	2.4
Miscellaneous nonmanufacturing industries	-	-	-	-	-	-	-	-	-	-	-	-	-	-

[1] Includes 4 agreements covering 6,900 workers with option of reduction in hours or rotation of employment.
[2] Excludes railroad and airline industries.

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

Table 3. Duration of reduced hours in major collective bargaining agreements, 1970-71

Duration of reduction in hours	Agreements	Workers (thousands)
Total with reduction in hours provision[1]	347	2,176.2
Total referring to duration	138	1,126.5
2 weeks or less	30	207.2
3 weeks	12	38.1
4 weeks	38	680.5
5 weeks to 3 months	31	79.7
More than 3 months	5	18.4
Duration varies with level	6	37.1
Management determines duration	16	65.7
Duration not specified	209	1,049.7

[1] Includes 4 agreements covering 6,900 workers with option of reductions in hours or rotation of employment.

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

Table 4. Restrictions on overtime during slack or layoff periods in major collective bargaining agreements, by industry, 1970-71

(Workers in thousands)

Industry	Total studied		Total restricting overtime[1]		No provision	
	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries	1,845	7,668.8	134	676.5	11	6,992.3
Manufacturing	1,021	4,240.1	122	598.2	899	3,641.9
Ordnance and accessories	23	88.7	1	1.4	22	87.3
Food and kindred products	122	350.0	3	9.4	109	340.6
Tobacco manufacturing	10	23.3	1	1.1	9	22.2
Textile mill products	20	44.2	1	1.0	19	43.2
Apparel and other finished products	48	431.6	16	170.2	32	261.4
Lumber and wood products, except furnitures	15	22.6	-	-	15	22.6
Furniture and fixtures	18	35.7	1	1.0	17	34.7
Paper and allied products	59	104.7	2	3.5	57	101.3
Printing, publishing, and allied industries	32	71.5	3	13.0	29	58.5
Chemicals and allied products	65	117.2	3	4.9	62	112.3
Petroleum refining and related industries	15	24.9	-	-	15	24.9
Rubber and miscellaneous plastics products	21	110.6	2	2.1	19	108.5
Leather and leather products	21	64.2	-	-	21	64.2
Stone, clay, and glass products	31	117.0	5	10.5	26	106.5
Primary metal industries	110	568.0	34	282.4	76	285.6
Fabricated metal products	51	122.1	8	15.3	43	106.8
Machinery, except electrical	116	343.1	20	38.4	96	304.8
Electrical machinery, equipment, and supplies	99	295.3	11	21.4	88	273.9
Transportation equipment	126	1,237.7	8	17.4	118	1,220.3
Instruments and related products	19	48.0	2	4.5	17	43.5
Miscellaneous manufacturing industries	10	20.1	1	1.0	9	19.1
Nonmanufacturing	834	3,428.7	12	78.4	812	3,350.4
Mining, crude petroleum, and natural gas production	18	116.3	5	11.2	13	105.1
Transportation[2]	88	622.3	-	-	88	622.3
Communications	78	587.2	3	28.7	75	558.5
Utilities: Electric and gas	71	176.8	1	1.8	70	175.0
Wholesale trade	24	41.3	-	-	24	41.3
Retail trade	104	274.8	-	-	104	274.8
Hotels and restaurants	45	186.4	1	32.0	44	154.4
Services	75	302.5	-	-	75	302.5
Construction	316	1,114.8	2	4.7	314	1,110.1
Miscellaneous nonmanufacturing industries	5	6.7	-	-	5	6.7

[1] Includes 3 agreements, covering 16,200 workers, which restricted weekend work, and 1 agreement, covering 1,100 workers, which restricted overtime and weekend work.
[2] Excludes railroad and airline industries.

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

Table 5. Restrictions on subcontracting to forestall or minimize layoff in major collective bargaining agreements, by industry, 1970-71

(Workers in thousands)

Industry	Total studied		Having restrictions on subcontracting: Total		Limited during slack or layoff period		Permitted only if no layoffs result		Permitted if work force fully supplied with work		Issue for consultation or negotation		Other [1]		No provision	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries	1,845	7,668.8	330	2,089.8	100	585.6	112	610.5	41	362.1	63	488.4	14	48.3	1,515	5,579.0
Manufacturing	1,021	4,240.1	195	1,375.5	47	153.1	49	382.6	41	362.1	51	462.1	7	15.6	826	2,864.6
Ordnance and accessories	23	88.7	2	15.1	-	-	1	1.1	-	-	1	14.0	-	-	21	73.7
Food and kindred products	112	350.0	13	40.3	2	4.7	7	15.0	-	-	4	20.7	-	-	99	309.7
Tobacco manufacturing	10	23.3	-	-	-	-	-	-	-	-	-	-	-	-	10	23.3
Textile mill products	20	44.2	3	14.5	-	-	-	-	3	14.5	-	-	-	-	17	29.7
Apparel and other finished products	48	431.6	38	346.3	1	10.0	2	2.4	35	333.9	-	-	-	-	10	85.3
Lumber and wood products except furniture	15	22.6	2	3.7	1	2.2	1	1.5	-	-	-	-	-	-	13	18.9
Furniture and fixtures	18	35.7	1	1.0	-	-	1	1.0	-	-	-	-	-	-	17	34.7
Paper and allied products	59	104.7	7	9.7	2	3.1	4	5.4	-	-	-	-	1	1.2	52	95.1
Printing, publishing, and allied industries	32	71.5	2	7.9	-	-	2	7.9	-	-	-	-	-	-	30	63.6
Chemicals and allied products	65	117.2	12	19.5	5	7.3	5	9.4	-	-	1	1.5	1	1.3	53	97.7
Petroleum refining and related industries	15	24.9	10	17.9	5	7.9	4	8.2	-	-	-	-	1	1.9	5	7.0
Rubber and miscellaneous plastics products	21	110.6	5	31.4	3	19.9	1	7.1	1	4.5	-	-	-	-	16	79.2
Leather and leather products	21	64.2	3	10.3	-	-	1	1.1	2	9.2	-	-	-	-	18	53.9
Stone, clay, and glass products	31	117.0	1	1.0	-	-	1	1.0	-	-	-	-	-	-	30	116.0
Primary metal industries	110	568.0	37	392.4	3	7.2	-	-	-	-	34	385.2	-	-	73	175.6
Fabricated metal products	51	122.1	5	25.0	1	1.6	-	-	-	-	3	22.3	1	1.1	46	97.1
Machinery, except electrical	116	343.1	19	54.7	9	28.2	5	12.5	-	-	4	10.5	1	3.6	97	288.5
Electrical machinery, equipment, and supplies	99	295.3	9	35.5	4	18.5	3	12.0	-	-	1	1.1	1	3.9	90	259.8
Transportation equipment	126	1,237.7	20	325.2	5	18.4	11	297.4	-	-	3	6.9	1	2.7	106	912.5
Instruments and related products	19	48.0	2	14.8	2	14.8	-	-	-	-	-	-	-	-	17	33.3
Miscellaneous manufacturing industries	10	20.1	4	9.6	4	9.6	-	-	-	-	-	-	-	-	6	10.5
Nonmanufacturing	824	3,428.7	135	714.3	53	432.5	63	227.9	-	-	12	26.3	7	27.7	689	2,717.4
Mining, crude petroleum, and natural gas production	18	116.3	7	14.1	2	4.5	2	2.4	-	-	3	7.2	-	-	11	102.2
Transportation [2]	88	622.3	41	389.8	38	381.9	1	2.4	-	-	1	3.5	1	2.0	47	232.5
Communications	78	587.2	21	136.4	3	25.3	15	92.8	-	-	-	-	3	18.3	57	450.8
Utilities: Electric and gas	71	176.8	46	121.6	5	12.6	37	99.3	-	-	1	2.4	3	7.4	25	55.2
Wholesale trade	24	41.3	4	6.0	2	3.5	2	2.5	-	-	-	-	-	-	20	35.3
Retail trade	104	274.8	11	19.0	3	4.8	1	1.0	-	-	7	13.2	-	-	93	255.8
Hotels and restaurants	45	186.4	-	-	-	-	-	-	-	-	-	-	-	-	45	186.4
Services	75	302.5	3	24.1	-	-	3	24.1	-	-	-	-	-	-	72	278.4
Construction	316	1,114.8	1	2.0	-	-	1	2.0	-	-	-	-	-	-	315	1,112.8
Miscellaneous nonmanufacturing industries	5	6.7	1	1.5	-	-	1	1.5	-	-	-	-	-	-	4	5.2

[1] Includes 9 agreements, covering 32,350 wokers in which subcontracting is restricted both during layoff or if it would result in layoff; 2 agreements covering 5,900 workers in which subcontracting is permitted if workers are fully supplied with work, and if it will not result in layoff; 1 agreement covering 1,200 workers in which contractors give preference to laid-off workers; and 2 agreements covering 3,800 workers which are unclear.

[2] Excludes railroad and airline industries.

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

Table 6. Restrictions on new hires during slack or layoff periods in major collective bargaining agreements, by industry, 1970-71

(Workers in thousands)

Industry	Total studied		New hires												No provision	
			Total with restrictions		Limited during slack periods		Limited while employees are laid-off		Prohibited while employees are laid-off		Limited by inter-plant hiring of laid-off employees		Other [1]			
	Agree-ments	Workers	Agree-ments	Workers	Agree-ments	Workers	Agree-ments	Workers	Agree-ments	Workers	Agree-ments	Workers	Agree-ments	Workers	Agree-ments	Workers
All industries	1,845	7,668.8	653	3,116.1	15	25.1	355	1,271.7	156	464.8	125	1,344.9	2	9.8	1,192	4,552.7
Manufacturing	1,021	4,240.1	479	2,241.3	10	17.5	264	871.2	109	300.8	95	1,044.1	1	7.8	542	1,998.8
Ordnance and accessories	23	88.7	9	42.2	-	-	7	26.6	2	15.7	-	-	-	-	14	46.5
Food and kindred products	112	350.0	46	197.1	3	6.2	23	137.2	14	30.4	6	23.3	-	-	66	153.0
Tobacco manufacturing	10	23.3	5	9.8	-	-	1	3.4	4	6.4	-	-	-	-	5	13.6
Textile mill products	20	44.2	10	27.0	-	-	9	15.5	1	11.5	-	-	-	-	10	17.3
Apparel and other finished products	48	431.6	18	108.3	-	-	5	17.6	12	89.7	1	1.0	-	-	30	323.3
Lumber and wood products, except furniture	15	22.6	5	9.1	1	2.2	2	3.3	2	3.6	-	-	-	-	10	13.5
Furniture and fixtures	18	35.7	11	21.5	1	1.5	5	7.1	4	5.2	-	-	1	7.8	7	14.2
Paper and allied products	59	104.7	15	37.8	-	-	8	12.9	3	5.0	4	19.9	-	-	44	67.0
Printing, publishing, and allied industries	32	71.5	8	15.1	-	-	5	8.4	2	2.2	1	4.5	-	-	24	56.4
Chemicals and allied industries	65	117.2	29	40.8	-	-	16	22.3	12	17.5	1	1.0	-	-	36	76.4
Petroleum refining and related industries	15	24.9	7	11.8	-	-	6	9.9	1	1.9	-	-	-	-	8	13.1
Rubber and miscellaneous plastics products	21	110.6	11	47.3	-	-	8	31.8	1	1.4	2	14.1	-	-	10	63.4
Leather and leather products	21	64.2	6	15.6	-	-	1	1.1	3	4.4	2	10.1	-	-	15	48.7
Stone, clay, and glass products	31	117.0	14	31.2	-	-	7	16.4	1	1.2	6	13.7	-	-	17	85.8
Primary metal industries	110	568.0	66	464.4	-	-	28	89.2	6	14.5	32	360.8	-	-	44	103.6
Fabricated metal products	51	122.1	29	82.9	2	2.9	12	36.7	5	9.1	10	34.3	-	-	22	39.2
Machinery, except electrical	116	343.1	59	204.7	1	1.0	35	82.8	10	25.6	13	95.4	-	-	57	138.4
Electrical machinery, equipment, and supplies	99	295.3	48	159.2	1	1.7	36	135.9	8	13.5	3	8.2	-	-	51	136.1
Transportation equipment	126	1,237.7	62	662.9	1	2.0	35	172.3	13	32.4	13	456.3	-	-	64	574.8
Instruments and related products	19	48.0	13	35.8	-	-	11	32.2	1	1.8	1	1.9	-	-	6	12.3
Miscellaneous manufacturing industries	10	20.1	8	17.4	-	-	4	9.3	4	8.2	-	-	-	-	2	2.7
Nonmanufacturing	824	3,428.7	174	874.9	5	7.6	91	400.6	47	164.0	30	300.8	1	2.0	650	2,553.9
Mining, crude petroleum, and natural gas production	18	116.3	7	13.3	-	-	3	4.5	-	-	4	8.8	-	-	11	103.0
Transportation [2]	88	622.3	32	328.0	1	1.6	6	20.6	5	29.3	20	276.5	-	-	56	294.3
Communications	78	587.2	29	216.9	1	1.6	25	205.0	2	2.7	1	7.7	-	-	49	370.3
Utilities: Electric and gas	71	176.8	32	70.4	-	-	25	60.5	6	8.6	1	1.3	-	-	39	106.4
Wholesale trade	24	41.3	9	15.8	-	-	3	5.3	4	8.5	2	2.0	-	-	15	25.5
Retail trade	104	274.8	34	105.7	2	2.9	16	44.5	15	55.8	1	2.5	-	-	70	169.1
Hotels and restaurants	45	186.4	11	70.8	-	-	4	37.8	5	29.0	1	2.0	1	2.0	34	115.6
Services	75	302.5	9	30.5	1	1.5	2	10.6	6	18.5	-	-	-	-	66	272.0
Construction	316	1,114.8	8	19.9	-	-	4	8.2	4	11.7	-	-	-	-	308	1,094.9
Miscellaneous nonmanufacturing industries	5	6.7	3	3.8	-	-	3	3.8	-	-	-	-	-	-	2	2.9

[1] In 1 agreement covering 2,000 workers the nature of the restriction was unclear; in 1 agreement covering 7,750 workers the procedure was subject to local negotiation.
[2] Excludes railroad and airline industries.

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

Table 7. Layoff of special categories of workers in major collective bargaining agreements, by industry, 1970-71

(Workers in thousands)

Industry	Total studied		Having provisions for layoff of special categories of workers							
			Total		Probationary employees		Temporary employees		Part-time employees	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries	1,845	7,668.8	405	1,986.9	213	895.5	55	343.3	17	40.7
Manufacturing	1,021	4,240.1	279	1,101.3	197	848.5	17	30.9	10	19.4
Ordnance and accessories	23	88.7	6	25.5	3	15.2	-	-	-	-
Food and kindred products	112	350.0	24	57.0	14	37.7	2	3.2	1	2.5
Tobacco manufacturing	10	23.3	4	9.1	4	9.1	-	-	-	-
Textile mill products	20	44.2	2	2.9	2	2.9	-	-	-	-
Apparel and other finished products	48	431.6	-	-	-	-	-	-	-	-
Lumber and wool products, except furniture	15	22.6	1	2.2	-	-	-	-	-	-
Furniture and fixtures	18	35.7	7	16.8	4	13.3	-	-	-	-
Paper and allied products	59	104.7	10	16.0	6	9.8	2	3.3	2	2.9
Printing, publishing, and allied industries	32	71.5	4	14.4	1	9.4	1	1.0	-	-
Chemicals and allied products	65	117.2	15	29.1	13	26.4	-	-	1	1.7
Petroleum refining and related industries	15	24.9	1	1.0	-	-	1	1.0	-	-
Rubber and miscellaneous plastics products	21	110.6	11	26.1	7	11.6	1	7.1	2	5.8
Leather and leather products	21	64.2	9	19.9	3	9.4	4	4.5	1	1.0
Stone, clay, and glass products	31	117.0	4	20.5	2	9.0	-	-	-	-
Primary metal industries	110	568.0	21	58.4	9	22.0	2	2.9	1	1.8
Fabricated metal products	51	122.1	21	46.8	18	41.1	1	2.8	1	1.9
Machinery, except electrical	116	343.1	48	136.3	38	110.7	2	2.9	-	-
Electrical machinery, equipment and supplies	99	295.3	23	51.9	18	26.5	-	-	-	-
Transportation equipment	126	1,237.7	60	552.5	49	483.8	1	2.3	1	1.8
Instruments and related products	19	48.0	6	12.7	4	8.4	-	-	-	-
Miscellaneous manufacturing industries	10	20.1	2	2.7	2	2.7	-	-	-	-
Nonmanufacturing	824	3,428.7	126	885.6	16	47.0	38	312.4	7	21.3
Mining, crude petroleum, and natural gas production	18	116.3	2	5.1	2	5.1	-	-	-	-
Transportation [4]	88	622.3	38	382.3	3	7.5	1	1.0	-	-
Communications	78	587.2	55	420.5	2	4.4	31	302.7	2	4.8
Utilities: Electric and gas	71	176.8	8	16.1	2	4.1	2	3.0	-	-
Wholesale trade	24	41.3	2	2.5	2	2.5	-	-	3	7.0
Retail trade	104	274.8	10	20.1	-	-	2	3.7	-	-
Hotels and restaurants	45	186.4	1	3.0	1	3.0	-	-	2	9.5
Services	75	302.5	7	32.2	2	17.6	1	1.1	-	-
Construction	316	1,114.8	2	2.2	1	1.2	1	1.0	-	-
Miscellaneous nonmanufacturing industries	5	6.7	1	1.7	1	1.7	-	-	-	-

See footnotes at end of table.

Table 7. Layoff of special categories of workers in major collective bargaining agreements, by industry, 1970-71—Continued

(Workers in thousands)

Industry	Having provisions for layoff of special categories of workers								No provisions	
	Combinations: Probationary, temporary, and part-time[1]		Moonlighters		Trainees[2]		Others[3]			
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries	61	225.0	37	379.2	18	87.1	4	16.2	1,440	5,681.9
Manufacturing	33	99.3	-	-	18	87.1	4	16.2	742	3,138.8
Ordnance and accessories	-	-	-	-	3	10.3	-	-	17	63.3
Food and kindred products	5	8.6	-	-	1	1.0	1	4.0	88	293.0
Tobacco manufacturing	-	-	-	-	-	-	-	-	6	14.3
Textile mill products	-	-	-	-	-	-	-	-	18	41.3
Apparel and other finished products	-	-	-	-	-	-	-	-	48	431.6
Lumber and wool products, except furniture	1	2.2	-	-	-	-	-	-	14	20.4
Furniture and fixtures	2	2.5	-	-	-	-	1	1.0	11	18.9
Paper and allied products	-	-	-	-	-	-	-	-	49	88.7
Printing, publishing, and allied industries	-	-	-	-	2	4.0	-	-	28	57.1
Chemicals and allied products	-	-	-	-	1	1.0	-	-	50	88.1
Petroleum refining and related industries	-	-	-	-	-	-	-	-	14	23.9
Rubber and miscellaneous plastics products	1	1.6	-	-	-	-	-	-	10	84.6
Leather and leather products	1	5.1	-	-	-	-	-	-	12	44.4
Stone, clay, and glass products	1	2.5	-	-	1	9.0	-	-	27	96.5
Primary metal industries	7	20.2	-	-	1	2.3	1	9.2	89	509.6
Fabricated metal products	-	-	-	-	1	1.1	-	-	30	75.3
Machinery, except electrical	5	16.3	-	-	3	6.5	-	-	68	206.8
Electrical machinery, equipment and supplies	5	25.4	-	-	-	-	-	-	76	243.4
Transportation equipment	3	10.7	-	-	5	52.0	1	2.0	66	685.2
Instruments and related products	2	4.4	-	-	-	-	-	-	13	35.3
Miscellaneous manufacturing industries	-	-	-	-	-	-	-	-	8	17.5
Nonmanufacturing	28	125.7	37	379.2	-	-	-	-	698	2,543.1
Mining, crude petroleum, and natural gas production	-	-	-	-	-	-	-	-	16	111.2
Transportation[4]	-	-	34	373.8	-	-	-	-	50	240.0
Communications	20	108.6	-	-	-	-	-	-	23	166.7
Utilities: Electric and gas	4	9.1	-	-	-	-	-	-	63	160.7
Wholesale trade	-	-	-	-	-	-	-	-	22	38.8
Retail trade	2	4.0	3	54.0	-	-	-	-	94	254.7
Hotels and restaurants	-	-	-	-	-	-	-	-	44	183.4
Services	2	4.1	-	-	-	-	-	-	68	270.3
Construction	-	-	-	-	-	-	-	-	314	1,112.6
Miscellaneous nonmanufacturing industries	-	-	-	-	-	-	-	-	4	5.0

[1] Includes 23 agreements covering 72,600 workers with provision for layoff of probationary and temporary employees; 7 agreements covering 24,000 workers with provision for layoff of probationary and part-time employees; 20 agreements covering 102,700 workers with layoff provision for temporary and part-time employees; and 11 agreements covering 25,800 workers with provision for the layoff of probationary, temporary, and part-time employees.

[2] Includes 8 agreements covering 36,300 workers with provision for layoff of trainees and 10 agreements covering 50,800 workers with provision for the layoff of trainees and probationary employees.

[3] Includes 1 agreement covering 1,000 workers, providing layoff of probationary and "changeover" employees; 1 agreement covering 2,000 workers providing layoff of probationary and part-time employees and trainees; 1 agreement covering 4,000 workers providing layoff of employees over 65; and 1 agreement covering 9,200 workers providing layoff of probationary and temporary employees and interplant transferees.

[4] Excludes railroad and airline industries.

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

Chapter III. Layoff Provisions

Of the 1,845 major collective bargaining agreements examined, 80 percent, covering about the same proportion of employees, referred to layoff. (See table 8.) Of these, a small proportion gave no details of the layoff process, including some that made the layoff procedure a matter to be determined in local bargaining.

All or virtually all of the agreements in most industries contained detailed layoff provisions, ranging from brief statements of seniority policies to elaborate provisions covering all aspects of the process. The most complicated provisions were characteristic of agreements covering single manufacturing firms having highly complex organizational structures, while the less detailed ones were most often found in multiemployer agreements and in nonmanufacturing.

The overall prevalence of detailed layoff provisions (77 percent) differed little from that obtained in the similar study based on major agreements during 1954-55. The apparent similarity, however, arises from a combination of increases in these provisions in the apparel, printing, and service industries, and the larger number of major agreements in the construction industry (from 124 to 316) where layoff-recall arrangements are rare. Excluding construction, 91 percent of the agreements examined contained detailed layoff provisions, compared to 83 percent in the earlier study. The apparel industry, where worksharing often substitutes entirely for layoff, remained the only industry besides construction to include layoff details in fewer than half of its major agreements.

Not enumerated were a handful of agreements that mentioned layoff only in the management rights section. Unless modified elsewhere in the agreement, the clause could be interpreted to mean that the union has no voice in the layoff procedures. However, it is conceivable that on a matter as basic as a layoff, management would still consult with the union.

Advance notice of layoff

It is now common practice for a company to be required to provide advance notice of a layoff to the affected employees, either directly or through the union. This has several advantages: It enables the surplus employees to check their seniority status and displacement rights, to make financial adjustments, or to seek work elsewhere. A disadvantage, however, is that upon notification that they are to be laid off, some employees may suffer morale problems or quit prematurely, thus lessening efficiency and disrupting operations.

Of the 364 sample agreements examined intensively for details of layoff provisions, 55 percent, covering 58 percent of the workers, provided advance notice of layoff. (See table 9.) Notice might be to the union, the employees, or both. Nearly a fourth of the provisions permitted (or required) the employer to pay employees for the period in lieu of notice. Where a time period was specified, it usually was short. (See table 10.) A week or less—sometimes under 24 hours—was common, although a few agreements, mostly in nonmanufacturing, particularly communications, mentioned a longer notice period. Many of the provisions specified or implied that the advance notice requirement could be waived under certain conditions:

(128) Whenever possible, at least 2 weeks prior to any layoff, the company will prepare and submit to the union a list of the names and the order in which persons in each department are to be laid off.

(129) When there is a decrease in the working force, the President and the Chief Steward of the association or their designates and the employees being laid off shall be given a 72 hour advance notice of such layoff, unless such layoff is caused by government directive or decision, or by acts of God.

In 22 percent of the provisions, required notice was to the union only. Compared to the other clauses, these tended toward longer or indefinite advance notice periods.

Presumably, the timing of the notice to the surplus employees was left to the discretion of the union. The first illustration also allowed the union to participate in the layoff procedures:

(130) The company shall meet with the proper union representatives, as far in advance as possible, to work out the details of any reduction of force pursuant to the following paragraphs of this section. . . .

(131) Notification shall be given the organization at least 2 weeks in advance of the date effective of such layoff.

(132) The company shall give the International or local involved advance notice of any anticipated layoff program.

A fourth of the clauses provided for direct notice to the employees only, generally no more than 7 days in advance of the layoff. The company's commitment to give notice was weak in the first example. In the second, employees with a year or more of seniority were to be given more notice than the others:

(133) In any layoff, the management shall make every reasonable effort to give advance notice to employees affected.

(134) When reduction of force is necessary, the company agrees to give 15 days' written notice of force-reduction furlough to affected employees with the class-of-work seniority of 1 year or more, and 7 days' written notice of force-reduction furlough to employees with class-of-work seniority of less than 1 year but more than 30 days.

(135) The employer shall give an employee a 5 day notice, in writing, before laying off an employee.

More than a fourth of the clauses provided for advance notice both to the employee and the union. The union was sometimes notified earlier than the employees, perhaps to provide time to protest any deviations from seniority, and to advise employees of their rights:

(136) When the employer becomes aware of a pending temporary layoff, he will notify affected employees with seniority no later than the first 2 hours of their last work shift. The shop steward will also be notified.

(137) The corporation shall give a minimum of 7 calendar days advance notice of layoff to the union, and to the affected employee if he is available.

About 1 agreement in 4 required the employer to give either advance notice or payment in lieu of notice. If there is no further need for the employee's services, the employer may opt for the latter, giving the employee a paid period to seek other employment. In one example below, the employer was required to give any combination of notice and payment equal to 5 days. The last clause, providing 3 weeks' notice or pay was unusually liberal:

(138) The employer agrees that it will give 5 days' notice of any layoff of 1 week or more, and that if it fails to give such full 5-day notice to any employee, it will pay him 8 hours' pay at his regular straight-time hourly earnings for the prior calendar week for each day under 5 days between the day of the actual layoff notice and the first day of the layoff.

(139) Regular employees shall receive no less than 7 days notice in the event they are to be laid off. In lieu of notice, pay for 1 week shall be granted to the employee.

(140) Any technician who is laid off shall receive 3 weeks' notice of such layoff, or 3 weeks' pay in lieu of such notice.

<u>Role of the union in layoff</u>

Of the 364 layoff provisions examined in detail, 85, or 23 percent, established a union role in the layoff procedure beyond the requirement of advance notice. The degree of union participation in management's layoff decisions varied widely; some clauses stipulated only that the union would be consulted on layoff decisions, while others required union approval of some proposed procedures.

Many of the clauses limited union participation to consultation or discussion with management regarding the feasibility of layoff. In the event of union objection, management presumably could still take the desired action, and the union could "grieve" the decision, unless such grievances were specifically prohibited. The second illustration permitted the union to begin such a grievance procedure at a higher step:

(141) Insofar as practicable, it will be the policy of the company to discuss all proposed layoffs with the union before putting a layoff into effect.

(38) The company may find it necessary, at times, in order to provide adequate service to the company's customers or for efficient plant operations, to transfer or lay off employees while the working schedule exceeds the basic workweek in any department or subdivision thereof. The company will discuss fully any such transfer or layoff in advance with the union, after which the company may put such transfer or layoff into effect subject to the union's right to advance any objections immediately into step 4 of the grievance procedure.

Provisions requiring union approval of a management decision to cut the work force are seldom found in collective bargaining agreements and none were found in the sample. However, as discussed in another section of the study, the union is sometimes permitted to choose between layoffs and worksharing.

A significant proportion of the union participation clauses left the layoff decision entirely to management, with the union only involved in joint discussion of the layoff procedures, particularly the order of layoff of employees:

(142) When an employee with the least seniority is not to be the first laid off, the company will consult with the union before the layoff becomes effective.

(143) The union shall, by representatives designated by it, have the right to confer with the employer in behalf of any laid off or transferred employee. If the union claims that a layoff or transfer results in any abuse of the rights of employees, the grievance shall be subject to the grievance and arbitration provisions . . . of this agreement.

Definite approval of exceptions to the normal layoff order was required in a number of the provisions:

(144) By agreement between the Employee Relations Division of the company and the union, in writing, persons may be retained, recalled, or hired without regard to the provisions of this article.

(145) Seniority shall govern the order of all layoffs and recalls, provided the employee is experienced or is competent to perform the work, any exceptions to be jointly negotiated by the union and management. No exceptions shall be negotiated for employees with less than 5 years of seniority.

A few agreements established joint labor-management committees to deal with layoff matters:

(146) The company and the union agree to select a committee representative of management and labor, such committee to consist of the department head, the union departmental representative, and one representative of management and labor to be selected by the two designated. The functions of the committee shall be to review cases involving . . . increases and decreases in the working force . . . with a view of preventing arbitrary or unreasonable decisions in respect to such matters. The committee so appointed shall, in the exercise of their functions, take into consideration the performance, health, and attendance records of the individual employees involved.

Role of seniority in layoff and recall

The central focus of most collectively bargained layoff and recall provisions is the weight assigned to seniority, relative to ability and other factors, in determining who should be laid off or recalled. The shortest layoff provisions, in fact, often consist of no more than a statement of policy regarding the role of seniority.

All but 1 of the 364 agreements studied in detail assigned seniority a part in determining the order of layoff; somewhat fewer did so in the recall procedure. (See table 11.)

More than a fourth of the agreements indicated that layoffs would be based on seniority alone, and a slightly smaller proportion accorded seniority a similar role in recall. It is likely that employees covered by provisions of this type are laid off directly from their classifications and recalled in the same manner. Relatively few of the clauses specifying strict adherence to length of service contained bumping provisions permitting displacement of possibly better qualified junior employees. The first illustration below allowed a union investigation into the causes of layoff; it did not clarify the role of seniority in determining the order of recall:

(147) In the event the employers find it necessary to lay off an employee due to slackness of business, such layoff shall be on the basis of seniority, and when an employee has been laid off for said reason, the unions shall have opportunity for the investigation of said layoff. The employers shall give preference to laid off employees in case of re-employment. . .

(148) When it becomes necessary to reduce the working force, the last man hired shall be laid off first, and when the force is again increased, the men are to be returned to work in reverse order in which they are laid off.

(149) Seniority shall apply to layoffs and rehire. The last employee hired shall be the first laid off, and the last employee laid off shall be the first rehired.

The most common type of seniority clause, present in 44 percent of layoff and 48 percent of recall provisions, gave seniority a predominant role, but also required consideration of ability or other factors. Usually, this meant that junior employees would be surplused provided the senior workers could do the remaining work, even if junior employees were more capable:

(150) Length of service shall prevail in layoffs and rehiring, provided the senior employee can perform the work required.

(151) The principle of length-of-service seniority shall be adhered to in departments or divisions in arranging all . . . layoffs and reemployment in the plant as long as the men affected have ability and perform their work in a safe and efficient manner.

(152) Seniority shall govern in regard to . . . increase or decrease in forces, provided the individual has the ability to perform the job.

Less favorable to the senior employee were clauses, present in about 20 percent of the layoff and 18 percent of recall provisions, where seniority became the deciding factor only in the event that other qualifications were relatively equal. These clauses were almost standard in the primary metals industry:

(153) In recognition of the responsibility of the management for the efficient operation of the works, it is understood and agreed that in all cases of . . . decrease in forces or recalls after layoffs, the following factors as listed below shall be considered; however, only where both factors "a" and "b" are relatively equal shall continuous service be the determining factor:

a. ability to perform the work,
b. physical fitness,
c. continuous service.

(154) In matters of layoffs and rehiring, the relative efficiency of the employees being equal, length of service shall prevail within each classification.

(155) Seniority shall be the determining factor in matters affecting layoff and recall from layoff . . . unless the employees' qualifications for the job are not approximately equal. The company's determination of qualifications of employees, for the purpose of this article, shall be final, unless it is established through grievance procedure that such determination was made without reasonable justification.

A small proportion of the clauses were ambiguous, citing both seniority and nonseniority factors without indicating the weight assigned to either:

(156) Seniority, qualifications, and ability to perform the job shall apply in all cases of layoff, recall, transfers, and preference of shift, unless otherwise mutually agreed upon between the company and the union committee.

(157) The company agrees in reemploying employees and laying employees off to pay due regard to the relative seniority, ability, and competence of employees.

Another small group of multiplant or multiemployer agreements provided that the application of seniority would be determined at the local plant level:

(158) When increases or decreases in the working force become necessary, they shall be made on the basis of seniority as set forth in the local plant supplements.

Occasionally, the role of seniority varied with the length of service of the employee. The following clauses gave added protection from layoff to employees with the required service by assigning greater weight to the employees' seniority and less to their other qualifications:

(159) In all cases of layoff, rehiring, promotion and demotion, . . . where ability and experience in performing the available work are equivalent, length of service shall govern. In cases of employees with 10 or more years of service, however, layoffs and demotions shall not take place if the employee involved has sufficient skill and ability to perform the available work satisfactorily without further training.

(160) Employees in good health, whose regular job performance has been satisfactory, will be laid off as follows:

1. Seniority will govern for employees with 5 years or more seniority.
2. Competence and ability will govern for employees with less than 5 years of seniority.

Many agreements provided that the order of layoff would also determine the order of recall. For such clauses, it may be assumed seniority carried the same weight in both instances:

(161) After layoff because of lack of work, employees shall be rehired in the inverse order in which they were laid off.

(162) Should it become necessary at any time for the employer to reduce the number of employee force in the plant, the seniority rights of the employees shall be recognized, and the employee holding the lesser seniority shall be laid off first.

It is further agreed that when increasing the forces in the plant, the same principle of seniority shall be observed and laid off employees shall be called back in reverse order in which they were laid off.

(66) Rehiring shall be in inverse order of seniority. It is specifically agreed and understood that no new help shall be hired until all such employees shall have been recalled.

Although usually the same weight applied to seniority in both layoffs and recalls, there were exceptions. In the example, seniority alone governed in layoffs, but for recall, the senior employee was required to be qualified to do the work:

(163) When men are laid off to reduce the service in any department, the last man hired will be the first one laid off, and so on up the list. When an increase in employees is necessary, employees who have previously been laid off in the department, due to lack of work, shall be given preference in accordance with their previous age in that department, provided they are available for work and qualified to fill the job that is open.

Nonseniority factors in layoff and recall

Of the 364 sample layoff-recall provisions examined, 72 percent stipulated that qualifications in addition to seniority (for example, competence and fitness) would be given consideration.[15] . (See table 12.) The factor most often cited was the employee's skill, ability, or a synonym, appearing alone or in combination with other factors in more than two-thirds of the clauses mentioning nonseniority factors in layoff, and in nearly three-fifths of those in recall:

(164) In the event of layoff because of lack of work, the company will recognize the principle of seniority (length of service), and will apply it subject to the ability of the employees involved to perform the available work.

(165) In the event employees are to be laid off from employment with the employer, the employee with the greatest seniority shall be the last to be laid off and the first to be recalled where such employee is competent to perform the work required.

(166) In all cases of decreasing and increasing the work forces, the principle of seniority shall prevail, and senior employees, based on companywide seniority within the jurisdiction of this agreement, shall be given preference, provided they have the ability to perform the work. All circumstances being reasonably equal, length of service shall be the controlling factor.

In the following, an employee having a sufficiently higher rated job was automatically considered to meet requisite standards of skill and ability, and was to be retained:

(53) When reducing the work force, employees shall be laid off in accordance with their position on the seniority roster as determined above, which shall be the controlling factor where skill and ability to perform the available jobs are equal. The parties agree that "skill and ability" has a direct relationship to an employee's rate of pay, and that the following definition shall apply in a layoff situation for employees paid less than the scale rate of job:

[15] One agreement cited neither seniority nor nonseniority factors; a drawing determined the employees to be laid off.

a. If the position of any two employees on the wage progression schedule is within two rate adjustments of each other, then the most senior shall be retained by the company.

b. If three or more rate adjustments on the progression schedule separate the employees, then the higher paid employee is declared the more skillful, and shall be retained by the company.

Physical fitness was to be considered in about 20 percent of the agreements naming nonseniority factors, almost always in combination with other qualifications:

(18) In cases where management finds that knowledge, ability, skill, physical fitness, and job performance are approximately equal, and a question involving . . . layoff . . . or reemployment shall arise, the employee having longest seniority shall be given primary consideration. . .

(167) . . . senior employees shall be retained in the event of layoff under the conditions outlined in this article when they have the qualifications, ability, physical fitness, and experience to satisfactorily perform remaining jobs, and their production and attendance records are satisfactory.

(168) . . . in all cases of . . . decrease in forces or recalls after layoff, the following factors shall be considered; however, only where factor "b" is relatively equal shall factor "a" length of continuous service be the determining factor:

a. Continuous service
b. Ability to perform the work, which includes physical fitness.

In the case of decrease of forces and subsequent increase of forces, the senior employee who has previously demonstrated his "ability to perform the work" shall not be questioned on relative ability, provided he otherwise qualifies on "physical fitness."

Only about 5 percent of the clauses referred to the employees' training as a factor in determining the order of layoff, with fewer in recall. This standard always appeared in combination with skill and ability or other criteria:

(169) . . . in cases of termination because of lack of work, and in considerations for reemployment . . . the applicable seniority shall be the determining factor if the ability, skill, training, knowledge, general performance, and physical fitness of the individuals involved are approximately equal.

(170) Seniority shall concern layoffs and reemployment. Where factors (1) and (2) below are relatively equal, seniority shall govern. These factors are:

(1) intelligence, training, ability, skill, adaptability to do other work in the plant, and overall efficiency;

(2) physical fitness

The employer shall be the judge of these factors in his employees, but such judgment must be fairly and reasonably exercised.

Other specific nonseniority criteria such as attendance were included in a small number of agreements. Family status was mentioned in one:

(42) Continuity of employment and attendance, in conjunction with seniority, shall govern layoffs in case of curtailment of production or temporary cessation of operations.

(103) In all cases of . . . decrease of forces, decisions shall be made on basis of the employee's length of continuous service (in seniority unit) . . . on condition that such employee has the capacity to absorb training required to perform the job available, and the ability to do the work. Where relative lengths of service and relative abilities are equal, factors (a) length of company service, (b) family status, number of dependents, (c) place of residence, shall govern in that order.

About 30 percent of the layoff provisions establishing criteria in addition to seniority indicated employees must be "qualified" without further definition. About 35 percent of recall provisions were similarly worded:

(171) When it becomes necessary to layoff employees in any seniority group, the employee having the least seniority shall be laid off first, provided the employees so retained have the necessary qualifications to perform the work available. . . .

Rehiring shall be in reverse order of layoffs within a seniority group, subject to the company's need for men to perform the work available, and subject to satisfactory qualifications to perform the work.

(172) Seniority within departments shall prevail in layoffs and recalls after layoffs, provided the employee retained or returned is qualified to fill the position or job to which he or she is assigned.

(173) Plantwide seniority with regard to qualifications shall govern in layoffs and recalls after layoff.

The term "qualifications" may be subject to a wide range of interpretations by the parties themselves. Depending on the practice under a particular agreement, an employee may be considered qualified if he can demonstrate a minimal ability to perform a job, or he may be required to meet a much more rigorous set of standards. Management and the union may agree to apply the term flexibly to suit particular conditions.

Occasionally, the term "qualifications" was accompanied by a definition:

(174) Qualifications . . . shall be based on the employee's experience, conduct on the job, attendance and demonstrated productive efficiency, quality of work, skill and ability.

A small number of provisions named specific requirements in addition to the general requirement that the retained or recalled workers be qualified. In the illustration below, "seniority" itself was defined to include factors besides length of service:

(175) Seniority under this agreement shall consist of the factors of length of service in the department, seniority group as hereinafter defined, and qualifications, ability, skills, experience, physical fitness, and job performance.

Seniority units in layoff

The most complex section in many collective bargaining agreements concerns the units within which a displaced employee may exercise his transfer or bumping rights. Commonly discussed are the original units for displacement and the various options open to the displaced workers within and between units that determine in practice the individuals actually separated from the payroll. Also often discussed is the effect that movement between units will have on seniority rights, where seniority is held on a unit basis.

Other factors being equal, an employee slated for layoff who is permitted to exercise seniority only within his own classification has less opportunity for continued employment than an employee who can exercise seniority on a plantwide basis. Other variables must be considered, however. In some instances, personal qualification requirements, bumping restrictions, allowable trial periods, and other limitations may in practice limit the options available under a "plantwide seniority" provision more than the seemingly more restricted moves permitted under another type of provision.

Virtually all of the 364 sample layoff provisions specified the units within which displacement would originate and, at least initially, be confined. (See table 13.) In about 80 percent of the agreements, the layoff process originated in units smaller than a plant. About half of the agreements established occupationally related units—classifications, occupational families or lines of progression—for original layoff.

A fourth of all agreements established the origin of layoff as the job classification or occupation within a subdivision, commonly a department, implying that junior employees in the same classification working in departments not directly affected would not be displaced:

(176) When it becomes necessary in a department to reduce the number of employees in a job classification, or to abolish an entire job classification within a department, the following procedure shall be followed:

An employee so affected by the reduction or abolishment shall be entitled to any job of equal or less pay in such department for which he has department seniority and is otherwise qualified.

(177) The employer agrees that seniority by classification and department shall prevail in making layoffs. . . .

In the event of a layoff, an employee of a higher classification shall have the right to take a reduction into a lower classification, provided he has the seniority and ability to perform the lower classification.

An additional sixth of the agreements cited classification without limiting the displacements to a subdivision. It is, of course, possible that all of these jobs would be found in one department only:

(178) If it shall be necessary for the employer to reduce its forces, seniority by job classification shall govern the selection of those laid off, the older workers in length of service to be retained; if the employer, after such layoff shall again restore its forces, those employees laid off shall be reemployed in the order of their seniority before any new employees are hired.

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

About a tenth of the agreements established the process as originating in an occupational family or line of progression:

(180) When it becomes necessary to lay off employees in any line of progression because of lack of work, the layoff will be made in accordance with the plan agreed upon between the company and the local union representing the employees in the affected department. Such layoff agreements will be reduced to writing and have the force of contract.

(181) . . . seniority employees in the seniority division and line of progression having the least operational seniority . . . will be laid off, provided there are available employees remaining in the classification affected who are willing and qualified to perform the work of the employees to be displaced.

The largest single proportion of agreements (nearly 30 percent) stated that the process would begin on a subdivisional (departmental) level:

(182) In the event of curtailment within a department, an employee will be released from the department in order of his departmental seniority, starting with the employee with the least department seniority . . .

(183) In case a reduction in forces becomes necessary, the rule shall be that men holding the least departmental seniority shall be released. The intent of this section is that men with longer service be entitled to the best available jobs for which they are qualified by experience and skill.

About 1 of every 8 agreements established the entire plant or a broader area as the original unit for layoff:

(121) The seniority program shall be on a plantwide basis, and the principles of plantwide seniority shall be applied in all cases of layoff and rehiring.

(184) The employer agrees to make promotions, layoffs, and rehires on the basis of fitness, ability and seniority. Where qualifications are equal, seniority shall prevail, and seniority shall prevail through the entire number of stores of the employer in the area covered by this agreement.

(185) In making layoffs due to curtailment or lack of work, the employees having the least company seniority in the plant involved will be laid off first. However, if an employee with greater seniority displaces the employee being laid off, he must have the requisite ability to perform the work with a reasonable break-in period.

The remaining provisions were unclear, made no reference to units, or left the matter as a subject for local bargaining.

In a large proportion of the agreements, employees displaced from their own units could avoid separation from the payroll by, in turn, transferring to vacancies or bumping into other units. As table 14 indicates, nearly half the provisions allowed the displaced worker to exercise his seniority on a plantwide basis (subject to other qualifications) or in some instances between plants to avoid layoff. Often, the employees initially displaced were permitted (and sometimes required) to exercise their seniority in successively larger units until those finally displaced who had no further options were removed from the payroll. These illustations were among the more concise provisions examined:

(186) Layoffs and rehiring shall be made on the basis of plantwide seniority, provided that any employee laid off shall first exercise his seniority claim in the department in which he heretofore has been employed, by claiming the job of the most junior person within his classification in the department, then the affected person bumped from the classification shall exercise his seniority by bumping the lesser senior person in a relative or similar job rate in the department to which they have the skill and ability to perform, and then the most junior person in the plant to which they have the skill and ability to perform.

(187) Factory seniority is to be used only after it is determined that there is no opportunity for an employee in his present department, and he would be subject to layoff. If this employee has greater factory seniority than a more recently employed person, he shall be entitled to exercise the factory seniority provision and replace the newest employee.

(188) The order of layoffs shall be determined by job, departmental, and mill seniority, all as defined and to the extent specified below, provided the employee is qualified to perform the work available, and all factors that constitute ability are relatively equal:

(1) Within the job initially affected by the scheduled layoff, the person with the least job seniority in such job shall be laid off.

(2) In lieu of accepting the layoff, such employee may, if he so elects, displace any employee in a lower rated job in the same job progression, or the job held by the least senior employee in the department, in accordance with the bumping employee's departmental seniority.

(3) If the employee initially scheduled for layoff is unable to displace any junior employee in the department in accordance with the proceding provisions, he may elect either to request transfer to any then existing vacancy in any other department of the mill, provided he is qualifed to perform the same, or he may elect to displace the least senior employee in the bargaining unit, whose job he is qualified to perform.

The following clause describes a somewhat different procedure which should have similar results. The required number of least senior employees to be laid off was first dietermined; qualified senior workers surplused from their own units were then permitted to replace these specific employees:

(189) In connection with a decrease in the working force which occurs after the date of this agreement, employees who shall be laid off from their seniority unit shall have a right to be transferred to one of the vacancies caused by the displacement of employees in the plant who have less plantwide seniority, in accordance with the following procedure:

(a) The number of employees being removed from the various seniority units shall be determined.

(b) An equal number of employees with the least plantwide seniority shall be identified, and vacancies shall be declared in each of the classifications in which these employees are then working.

(c) If the declared vacancy is above the minimum job class of a seniority unit, the management shall, if qualified employees are available in the seniority unit, upgrade (without posting) one of such employees to such declared vacancy.

(d) The management shall fill the resulting vacancies with the employees being laid off from the seniority units to the end that the employees with the least plantwide seniority will be laid off from the plant.

(e) In following the procedures of this section, the company shall not be required to transfer an employee to a job, the duties of which he is not then qualified to satisfactorily perform without training. The management shall have the right to make the initial determination of the question of qualification subject to review under the grievance procedure.

(f) If all of the employees with the least plantwide seniority are not replaced, because qualified employees are not available to replace them, then a sufficient number of the next most junior employees shall be displaced under the above procedure.

A number of agreements established job pools, usually consisting of lower rated or entry level jobs, as units to which workers who had exhausted other options could transfer in lieu of layoff:

(190) A layoff pool means a pool comprised of base rate jobs, plus any other jobs designated by local seniority ground rules for the purpose of permitting qualified senior employees who otherwise would be laid off to exercise their seniority.

Occasionally, the employee's length of service determined the scope of his transfer or bumping rights; longer-service employees were permitted movements over a broader area:

(191) An employee with one or more years of seniority who is notified that, through force reduction, employment cannot be continued in the present job, shall have job transfer rights. Transfer may be to a job within the bargaining unit in the same title classification, but in another location, or to a job in another title classification. In the latter instance, the employee must have previously performed the same job satisfactorily within the company, can still perform it satisfactorily, and the job is held by a less senior employee.

In the application of rights under this section, the following limitations shall apply:

Employees having 1 but less than 3 years seniority may exercise their option within the same district.

Employees having 3 but less than 6 years seniority may exercise their option within the same division.

Employees having 6 years or more seniority may exercise their option within the collective bargaining unit.

An employee with 1 or more years seniority who is notified that through force reduction, employment cannot be continued in the present job may claim, as a second choice, transfer to a job in another title classification within the bargaining unit, not previously held within the company, but which job he may be qualified to perform, by previous experience and training.

(192) In the event of layoffs because lack of work, employees with the least seniority in the job clasifications affected within their departments will be moved to jobs in their departments on the basis of relative seniority, provided they are able to perform the jobs to which they are moved in accordance with the job requirements set forth in the description of the jobs referred to in this agreement. An employee with less than 5 years seniority, who is not provided with a job through the application of the provisions of this section, shall be laid off and will retain seniority, for recall purposes, only in the department from which he was laid off.

An employee with 5 years or more of seniority, who is not provided with a job by the application of section /above/, shall be placed in any job which the company shall provide, but the company will reasonably endeavor to place such an employee in a job similar in nature to his last job held. In no event shall an employee with 5 years or more of seniority be laid off when an employee with less seniority is working on a job, which the senior employee can perform.

Seniority status in transfers between units during layoff

During periods of layoff, employees are likely to be transferred or to bump from units having a labor surplus to other units. Where seniority is held on a less than plantwide basis, the status of transferring employees is important. It is to the advantage of the employee if seniority may be held and accumulated in the old unit, and to his further advantage if it may also be accumulated in the new unit.

About 16 percent of the agreements referred to seniority status in the new unit, while over 25 percent mentioned seniority in the old unit. In a significant proportion of these, seniority was either held in the broadest unit for displacement or transferred immediately, and therefore the change had no practical effect:

(193) On the effective date of any such downgrade, the employee's total plant seniority shall transfer to the new classification, which then becomes his current classification. . .

(194) An employee processing under this layoff procedure will have his total seniority for all purposes on any job he places.

The most common arrangement allowed seniority to continue to accumulate in the employee's former unit:

(195) Any employee transferred . . . to another department by direction of the company in the event of layoff may return to the department from which he was transferred (his former department) with accumulated seniority in that department.

(196) In the event that an employee is involuntarily transferred from one department to another for reasons of lack of work or operational shutdown, he shall not lose, but shall accumulate departmental seniority in the department where his departmental seniority is established.

An employee involuntarily transferred from one department to another shall take only plant seniority into the department to which he is involuntarily transferred.

Less commonly, seniority in the employee's old unit was retained, but ceased to accumulate. In the following provision, seniority in the new unit commences with entry into the unit, a relatively common arrangement:

(197) Employees transferred from one seniority group to another shall retain, but shall not continue to accumulate seniority in their former seniority group. Seniority in the new seniority group shall accumulate from the date of transfer. An employee can maintain seniority only in his current seniority group, and that from which he was last transferred.

It is not usual for seniority to accumulate in two units at the same time. The following states clearly that no seniority would be accrued in the new unit:

(198) Employees displaced from their regular departments shall not accumulate temporary seniority in their new departments, but shall be assigned available jobs on the basis of their continuous service, and shall have recall rights only to their regular departments.

Seniority that did accumulate in the new unit often was lost upon return to the employee's former unit:

(199) An employee who is assigned to a pool job in a different seniority unit . . . shall accrue unit service in that seniority unit, as well as in his regular seniority unit, provided that such unit service will be cancelled when he is recalled to his regular seniority unit, or when he is reassigned to another seniority unit. . .

(200) An employee transferred in lieu of layoff, who thereafter accepts recall to his primary group, will forfeit all seniority accrued in the group to which he has transferred in lieu of layoff.

Provisions were rare which stipulated that an employee transferring from one unit to another would lose seniority in the old unit and would begin accumulating seniority only from the time of entry into the new unit. These arrangements appear least favorable to the employee and would deter bumping:

(116) Employees electing to transfer to another division, in lieu of layoff, shall lose their classification and group seniority in the division from which they have transferred, and shall begin seniority in the classification and group to which they have transferred effective the first day of such transfer.

In some agreements, passage of a specified period automatically resulted in the transferee's seniority being assigned to his new unit:

(201) An employee who temporarily transfers from one department to another, as a result of a layoff, shall retain his rights in the department from which he came for a period of 6 months, and should an opening in his old job occur during the first 6 months of displacement, he must transfer back, unless he has accepted a transfer to a bulletined job. Should such an opening not occur within that period, the employee shall be retained in his new department, his priority being retroactive to the date of his most recent transfer into his new department.

(202) An employee transferred from one department to another department for reasons of layoff for permanent incapacity, shall retain the departmental seniority that he had attained in his home department for a period of 2 years from the date of such transfer. At the expiration of this 2 year period, or upon the employee's refusal to accept any vacancy occuring in his home department within this 2 year period, or upon waiving his recall rights, the current department shall become the employee's new home department.

Bumping provisions

About 60 percent of the layoff provisions examined in detail permitted a senior employee whose job was eliminated to displace a junior employee. It is likely that the practice is more prevalent than this figure would indicate, since many agreements state only that layoffs will be according to seniority, with no mention of the processes involved.

The right to bump usually was limited by other clauses in the agreement. Previously mentioned were the nonseniority and unit requirements. Nearly 80 percent of the bumping provisions placed additional restrictions on the employee's right to displace a junior employee. (See table 15.)

By far the most frequently encountered limitation, present in 6 of 10 agreements having restrictions, was the requirement that the employee bump the least senior employee in the unit, rather than any employee having less service. This serves to minimize disruptions created by "chain bumping."

(203) Any employee affected by a curtailment may be placed in a job within the same department at a rate equal to or lower than his rate prior to the curtailment, provided that he is qualified to perform such job. The employee has no choice of jobs, but must displace the least senior employee on the job for which he is qualified. . .

(204) An employee, bumping onto a job on which he has seniority, must bump the last employee on the seniority list in that job classification.

About 20 percent of the provisions restricting bumping required the bumping employee to have a specified amount of seniority above that of the employee he wished to displace:

(205) Before an employee with 4 or more years of plant continuous service is laid off from the surplus labor list, he shall replace the employee with the least plant continuous service then working on a job which the employee with 4 or more years of continuous service and scheduled to be laid off at the time has the ability to perform, provided that he has at least 1 year more of plant continuous service than the employee with the least plant continuous service working on such job.

A similar proportion of the restrictive clauses limited the employee to bumping into jobs or units in which he had previously worked. [16]

(206) In the event of a reduction in the working force, or the elimination of a job, any affected employee with greater seniority may claim any job in his department which he has previously performed.

More than a tenth of the limiting clauses prohibited bumping upward into higher classifications. The first example also set a time limit on the right to bump, a fairly common restriction:

(207) In case an employee has been laid off . . . or he has been bumped . . . he shall have the right to "bump" within 2 working days any employee in the bargaining unit with less seniority who does not have a higher rated job, provided that he has the skill and ability to perform the work available without further training in accordance with the employer's requirements. This privilege is limited to 1 "bump" for each employee for each layoff.

(208) Nothing in this agreement shall be construed to permit bumping into higher paid classifications as determined by the base rate.

[16] Employees sometimes continue to hold seniority in their former jobs or units for "bumpback" purposes. The clauses, therefore, may be viewed as establishing rights as well as limitations.

About the same proportion of contracts with bumping restrictions contained prohibitions on bumping into specified units. Both these and prohibitions on upward bumping help ensure that unqualified senior employees will not displace skilled workers and thus impair efficiency:

(209) In the event of a layoff, only the employees in the Apprenticeship Training Program and employees in the skilled classifications shall be allowed to bump in a skilled classification (Labor grade 1) or in a progression which will eventually be Labor grade 1 in [department].

In rare instances, provisions did allow upward bumping:

(210) If an employee is to be laid off outside the plant, he will be permitted to bump an employee in a higher labor grade, if he qualifies. Jobs that are in the third, fourth, and fifth degree of experience factor will require that the employees have worked on the job for 20 days.

Employees were sometimes restricted to specific lower level jobs. In the illustration, this applied to employees unable to remain in their own units:

(211) If the employee being laid off does not possess enough departmental seniority to remain in the employment of the company, then, he may exercise his entire plant seniority in the classification of "utility man" in the coal handling and yard department, or as janitor in the miscellaneous department.

A small number of provisions restricted the number of bumps stemming from an original displacement or the number in a unit. The first and third clauses established definite limits, while the second was primarily an agreement on bumping policy:

(212) When any such moves are necessary, as the result of a decrease within a job classification within a department, there shall be no more than four moves resulting from the layoff of any one employee. Such employees shall be physically capable of doing such work.

(213) In the process of bumping during a layoff, the company and the union agree to, where possible, minimize the number of moves.

(214) If this provision results in bumping more than 5 percent of the employees on any Base Rate Code during a period of time equal to the learning time of the job, bumping privileges by additional surplus employees must be exercised elsewhere.

Although many agreements made no reference to bumping, only one of the sample examined contained a definite ban on the practice:

(215) There shall be no bumping by seniority.

Trial period following transfer or bumping

In slightly less than 20 percent of the sample agreements, an employee who bumped or transferred to another job to avoid layoff was given a short trial or familiarization period. The relatively low prevalence may be attributed to the fact that transfers due to layoff are generally to jobs requiring less skill than before, and are often to jobs that have been held previously:

(216) When a reduction in force necessitates the discontinuing or suspension of operations in a department or portion of a department, employees with greater seniority shall replace employees in other departments with lesser seniority, provided they can do the work of employees that are replaced with a reasonable break-in period. The job itself should determine what constitutes a reasonable break-in period.

About 60 percent of the trial period provisions referred to the status of employees who failed to qualify. Often, the disqualified worker was not given a second opportunity but instead was laid off, even though he might have sufficient seniority to transfer or bump elsewhere. This would tend to discourage workers from taking jobs for which they were not fully qualified:

(217) Failure to qualify for the work available shall result in the employee being placed on layoff status, with the right to recall only to (1) his regular job or, (2) to a job he is capable of performing by reason of having previously performed the work for the company.

(218) An employee who displaces another employee, or who is absorbed into a classification, must be capable of satisfactorily performing the work. He will have 5 working days during which to demonstrate his ability to satisfactorily perform the work. Failure on the part of the employee to demonstrate, during this period, his ability to perform the work required will result in his being laid off with no further displacement rights.

More lenient than many, the following clauses allowed the disqualified worker to move to another job if his seniority permitted:

(219) If, after 2 days but within 5 days of transfer . . . an employee is adjudged as having failed to perform satisfactorily, he shall be permitted to bump into a job classification in level 3 or below in which there is an employee with less plant seniority, or he shall be laid off subject to recall when his former jobs reopen or as a helper, whichever occurs first, consistent with his seniority.

(93) An employee who changes occupations through displacement, or through operation of the layoff procedure due to reduction in forces, and is unable to perform satisfactorily the work in such occupation, after being assigned such work for at least 10 working days, may be excessed laterally and then in descending order of labor grades . . . . Failing to enter such occupation due to insufficient seniority, the employee shall acquire recall rights, pursuant to the provisions of the layoff procedure. Such an employee shall also lose any and all displacement and recall rights . . . to the occupation in which he failed.

In a few provisions, an employee failing to qualify after bumping was subject to termination with loss of all seniority:

(220) Anyone bumping a specialty job must have ability and previous experience to perform the job, and must qualify within 2 weeks and, failing to qualify, will be terminated and lose all accumulated seniority. This list of specialty jobs will be listed in addition to the regular jobs.

Only about 6 percent of the agreements referred to a trial period following recall, since it is likely that most workers are recalled to their regular jobs, or similar ones:

(221) /Recalled/ employees unable to perform work satisfactorily within 30 days time may be transferred to another classification, consistent with their ability, physical fitness, and seniority, or they will be laid off.

(222) If, pursuant to the /recall provisions/, an employee is regularly assigned to a job other than in his regular department, and it develops that he cannot perform such job or learn it within a reasonable time, the company shall have the right to lay him off from employment; but in such case, the employee shall retain his rights, if any, to be recalled to work under the /recall provisions/.

Seniority protection for specified groups

Superseniority for union officials. The local union may be detrimentally affected if key union officials are subject to layoff. Superseniority in layoff—often the only perquisite of union office—ensures continued representation for workers remaining following a reduction in force. Superseniority also provides an advantage to management since established lines of communication with the union and its members may continue without interruption.

Of the 364 agreements examined, slightly under 40 percent, applicable to 35 percent of the workers, provided superseniority to some or all union officials (table 16), sometimes with the proviso that those retained be able to do the work to which they are assigned. Half of the provisions contained listings of designated union officials, usually encompassing all or virtually all in the local union:

(223) Any duly elected or officially appointed union officer, including departmental and shop steward, shall be given top seniority over all other employees in his or her department covered by this agreement.

(224) The Chief Steward, Assistant Chief Steward(s), Union Office Clerk, Zone Stewards, President, Secretary-Treasurer, Recording Secretary, and two members of the Negotiating Committee . . . shall possess super seniority while on the active payroll, during their period of service in such capacity.

Super seniority will be for the purpose of layoff or shift change within classification; however, the Zone Steward will possess super seniority only within his zone.

(225) For the purposes of layoffs or involuntary transfers or work assignments when seniority is a factor . . . elected or appointed union representatives shall be ranked at the top of their seniority lists in the following order:

1. Local union President
2. Local union Vice President

3. Local union Secretary
4. Local union Treasurer
*5. Local union Trustee
6. Bargaining unit Chairman
7. Bargaining unit Vice Chairman
8. Bargaining unit Chief Steward
9. Bargaining unit Secretary
10. Bargaining unit Treasurer
*11. Bargaining unit Bargaining and Grievance Committee and/or Construction and Maintenance Department District Committeeman
*12. Elected Stewards
*13. Elected Safety Committee members
14. Local union Safety Director

* If two or more in this category are on the same seniority list, regular seniority will break the tie.

Nearly 30 percent of the clauses restricted superseniority to first line union officials such as shop stewards. It is likely that the excluded higher officers were employed full-time by the union and thus needed no layoff protection. The last example gave the steward superseniority in matters besides layoff:

(226) Union stewards shall have top seniority with respect to layoffs in their stores, provided they are qualified to do the job to which such top seniority shall otherwise entitle them.

(227) Stewards shall be the last employees to be laid off, and under no circumstances shall they be discriminated against.

(228) The shop steward shall have top seniority within the establishment with respect to layoffs and all other matters.

In most remaining agreements, the union officers accorded protection were limited to a specific number or proportion of the work force:

(229) Upon written request of the union, not more than a total of six employees from the general shop committee will be given seniority over all employees in the unit, provided they have at least 6 months of continuous service, and are qualified to perform the work available.

The above provisions do not give to these employees any job preference above their normal seniority.

Superseniority for key personnel and trainees. One sample agreement in 10 permitted the company to exempt certain employees from the seniority provisions during layoff. Usually the exemptions applied to highly skilled or key employees needed by the company for continued operations:

(230) In the application of [the layoff provisions], the company shall not be required to lay off any employee who has certain unusual working knowledge, or is otherwise deemed to be an essential employee.

(231) At each layoff, or recall following layoff, the company may designate certain individual employees whose services are required under the special circumstances then existing. Such employees may be retained in, or recalled to service, regardless of their seniority. No such designation shall become effective until mutually agreed to by the company and the local union.

(232) The provisions of this [layoff] article shall not be construed to prevent the company at any time from . . . retaining necessary employees in those job classifications requiring specialized preemployment training.

The number of key employees accorded protection was sometimes related to the size of the work force, or, as in the second excerpt, to the number of union officials given superseniority:

(233) Whenever conditions are considered by the company such as to warrant layoffs or spreading the work, the company and the union agree to negotiate a plan before such layoffs or work spreading is instituted.

In the event the company and union are unable to reach an agreement within a 30 day period as to a formula or plan as provided, layoffs shall be made in the inverse order of seniority, except that the company may where deemed necessary for the needs of the business, retain 10 percent of each service age group beyond the second service age group regardless of seniority.

(98) The company shall have the right to retain . . . exceptional employees mutually agreed to by the parties [equal in number to union officials accorded super seniority] who shall not be governed by the seniority rules. Exceptional employees are employees who have a special skill for certain classes of work. A separate list of such employees will be established by agreement between the company and union, when necessary. Any employee whose name is removed from the list will be subject to the rules regarding seniority.

In contrast to clauses requiring layoff of trainees before regular seniority employees (discussed in another section of this study), a few clauses permitted retention of apprentices or trainees without regard to the seniority provisions. Seniority waivers of this type could assist government manpower programs by preventing the layoff of on-the-job trainees recruited from the hard-core unemployed:

(234) Bona-fide apprentices under a State or Federally approved apprentice program, or trainees under a company trades and skills program involving a period of not less than 18 months whom the company shall have selected may be retained in its employ irrespective of the provisions of the seniority agreement, provided, however, that such action does not result in displacing a journeyman in his department.

It is understood that the number of such apprentices and trainees protected by the above paragraph shall not exceed 100 and may be assigned work in approximately equal proportion throughout the plant.

Protection for aged and physically handicapped workers. Although many agreements provided for transfer of older and physically handicapped employees who were no longer able to perform their regular jobs, fewer than 1 percent of the agreements having layoff provisions specifically protected these workers in the event of a layoff. Both illustrations below, from rubber industry agreements, protected only employees who became disabled while in the employ of the company. One required company-union agreement:

(76) In laying off surplus labor, special consideration shall be given to employees who are on Workmen's Compensation, or who have suffered disabilities compensable under Workmen's Compensation laws, which have resulted in permanent injuries that might prejudice their securing employment elsewhere. The disabilities and permanent injuries referred to in this paragraph refer only to disabilities and permanent injuries incurred in the course of employment with the company.

If it is necessary in the administration of this paragraph, the applicable seniority clause, as it applies to layoff and rehire in this agreement, will be set aside.

(235) Employees who are considered handicapped employees by the company and the union committee shall not be displaced from their jobs by others having more seniority provided they have sufficient plant-wide seniority to remain in the plant.

In the clause below, handicapped workers could not be bumped, provided their plant seniority was sufficient to avoid layoff:

(236) An employee who has a permanent partial physical disability of a major nature as the result of a compensable injury received in the course of his employment with the company, shall in case of layoff, be subject to the provisions [regarding seniority and bumping]. However, if he cannot be satisfactorily placed under the provisions . . . then the employee may, by agreement between the company and the union, be retained on his job without regard to any seniority provisions of this agreement.

Temporary or emergency layoffs

Almost a third of the sample agreements contained separate clauses applicable to short-term layoffs which may stem from minor inventory adjustments, customer cancellations, or emergencies beyond the control of management. (See table 17.) Usually, these permitted management to minimize disruptions by deviating from or omitting some of the procedures required for layoffs of longer or indefinite periods. More than three-fourths of the clauses defined a temporary layoff as one of 30 days or less, and virtually all of the others named no specific period.

Forty percent of the provisions indicated that temporary layoffs could be made without regard to the seniority rules. Most of these stated or implied that if the temporary layoff should continue beyond the period stated in the agreement, the regular layoff procedure would be followed:

(237) Temporary layoffs of not more than 3 working days may be made by mutual agreement, without regard to seniority and without notice. The union will be notified in advance of such layoffs, and procedure will be agreed to. The provisions of this section will not be used to circumvent the provisions of this contract with regard to a normal workweek or permanent layoff.

(238) Layoffs termed as temporary, by management, not to exceed 30 calendar days, will not be termed a reduction of the working force, and seniority will not apply. For any layoffs beyond 30 calendar days, seniority will prevail, and the men to be laid off will be discussed and agreed to with the union shop committee.

A slightly smaller proportion of the clauses (38 percent) indicated that seniority would apply to temporary layoffs. The clauses in general allowed employees to exercise seniority only within their regular units:

(239) In the case of interruptions in production for periods not to exceed 5 days, layoffs will be made by operating departments, considering seniority by job classification only within the affected department or departments, regardless of its effect upon the seniority group or groups involved. However, in layoffs for a longer period than 5 days, the reduction in force shall be made in the regular seniority group or groups involved. In this case, the least senior employees shall be laid off first, but due recognition of ability and skill may be considered in the reduction of force where it is necessary to have employees remain in the positions left who have the necessary skill and ability to perform the work satisfactorily in such remaining positions.

(240) In the event of temporary layoffs from the plant (being such layoffs as will not extend for a period of more than 15 consecutive working days), employees in the department and job classifications affected shall be laid off in the order of least seniority.

(241) Layoffs for periods of less than 2 weeks duration within a department will be considered temporary, and employees laid off during such periods will not be transferred plantwide. Seniority will be recognized within the department, providing it does not impede production or lower the efficiency to any great extent within the group.

The remaining provisions did not refer to the role of seniority in temporary layoffs, but generally allowed management to make short-term or emergency cutbacks without the advance notice required for longer or indefinite layoff:

(17) The company will give 3 scheduled work days' notice or pay in lieu thereof of all furloughs within a department, unless such furloughs are necessary because of power failure, machine breakdown, fire, flood, tornado, or failure to obtain supplies in emergencies, or for any other cause beyond the company's control (acts of God) which results in a reduction or shutdown of operations, in which cases no notice need be given.

(242) In the event of any layoff of any employee for less than a week . . . 1 working day's notice shall be given. In the event of a . . . layoff for a week or more of any employee working for the employer at least 30 calendar days, 3 working days notice shall be given.

A few clauses, in agreements providing payment of layoff allowances, stated that such allowances would not be paid in temporary layoffs:

(243) A layoff allowance . . . shall be paid to any employee laid off (a termination of employment arising out of a reduction in the force due to lack of work). [An employee shall not be considered laid off] when his services are interrupted for a period ordinarily not to exceed 4 weeks because of but not limited to such causes as material shortage, equipment failure, power failure, labor dispute, or other circumstances which cause a temporary cessation or reduction in operation . . .

Waiver of seniority rights in layoff

Almost a fourth of the layoff provisions allowed an employee to waive his seniority rights and be laid off, although he still remained eligible for recall. This permitted senior employees to avoid placement on relatively undesirable or low paying jobs, and allowed the continued employment of junior workers, who are more likely to have families with small children. The option may, in the event more layoffs are scheduled, also give senior workers a head start in seeking other employment.

It was relatively common for clauses to permit the senior workers to choose layoff only if he otherwise would be placed on a lower paid job. The first illustration required the job to be a specific amount lower in pay:

(58) An employee who is scheduled for layoff in accordance with his seniority, and who is offered a transfer from 1 day work job to another where the rate differential is 15 or more cents less than his original job rate, may refuse the transfer and accept the layoff, and he will be protected under the seniority agreement.

(244) Higher classification employees shall have the privilege of accepting layoff for lack of work instead of accepting a lower paid job.

A large proportion of the clauses allowing election of layoff imposed restrictions on the employee's right to be recalled. In some instances, the worker lost the right only to the jobs declined, while in others he was permitted recall only to his own job or unit:

(245) The displaced employee in the seniority unit will not be required to accept a lesser paying job, and may accept a layoff.

However, in such cases, the company shall not be required to subsequently recall him for any other job than the job classification he held at the time of layoff.

(246) An employee who is due to be cut back to the laborer-building service classification may elect to be laid off instead of going to this classification. If such employee elects a layoff, he will lose eligibility for recall to the laborer-building service man classification. He will, however, retain eligibility for recall to a classification in which he held seniority at the time of layoff, in accord with . . . this article. He must accept recall to such classification or lose seniority . . .

The following provisions imposed no specific penalties. One, however, limited the employee's recall eligiblity to jobs he had specified in writing, while the other allowed him full recall rights unless he expressed a preference for his own department or class of work:

(247) An employee may elect to take a layoff in lieu of accepting any lower paying job, and his seniority shall not thereby be affected. He shall thereafter be eligible for recall only to those jobs and shift or shifts for which he has indicated a preference in writing at the time of such layoff, and provided he has the ability and seniority to qualify for such jobs in accordance with the provisions of this article.

(77) When it is necessary to reduce the work force . . . a senior employee in any classification affected by such reduction in force may elect to take a voluntary layoff in lieu of replacing the least senior employee in that classification, provided there are no job vacancies for work that the senior employee is qualified to do, and for which he is specifically needed by the company in order to avoid additional training costs. . . .

Employees desiring to exercise the above option will make this request known in writing to the department foreman at the time of layoff. Such requests should specify if the employee desires recall only to his department or job classification. The employee's request for recall will be honored until such time as the employee may notify the company in writing that he or she desires to be placed on the regular recall list, or until such time as the regular recall list is exhausted. When either of the above two conditions are met, the employee will be recalled to any job that is available, in accordance with his or her seniority.

Rarely, a provision permitted the employee to elect layoff, but indicated he must accept any job to which he was later recalled or lose all recall and seniority rights:

(248) An employee has the right to refuse the job to which he is entitled as a result of a layoff, even though he has the ability, skill, and versatility to perform the work. In the event of such refusal, the employee shall be laid off without loss of seniority rights for recall purposes. . . .

Any laid off employee who does not report to work immediately, and accept the position to which he is entitled by reason of his seniority recall rights, shall be considered as having terminated his period of continous service with the company. . . . This applies even though the job to which the laid off employee is entitled may be the same job he had previously refused at time of layoff.

A few agreements prohibited an employee from waiving his seniority rights in layoff. In the following example, an employee refusing to exercise his seniority was subject to termination:

(4) Employees refusing to accept such assignments, or to exercise seniority to available openings to avoid layoff, shall be considered as having quit.

Waiver of seniority rights in recall

Approximately 20 percent of the sample layoff provisions established conditions under which an employee could waive his right of recall. Normally, the privilege was limited to refusal of jobs in classifications other than the employee's regular one:

(249) Employees who are laid off and have been called for recall may defer the recall until such time as their seniority entitles them to be recalled directly into their former job classification and/or shift.

(250) An employee shall have the right to refuse a recall to a job category which does not include his permanent job classification, or to a job classification in a job group which is not his permanent job classification, provided he notifies the company of such refusal immediately upon receiving notification of the recall; refusal of a recall shall terminate recall rights to the job category and/or job classification in question.

(251) . . . the employe who chooses to decline the job offered in a lower rated classification than that from which he was laid off, but wishes to retain seniority, must notify the company to this effect within 1 working day after receiving notice of recall.

Occasionally, the employee could, at the time he was laid off, designate those jobs to which he desired recall. He could then refuse a recall to jobs other than those named, as in the first example:

(252) An employee shall indicate at the time of layoff, on a form to be provided by the company . . . the classifications and occupations to which he will accept recall, provided, however, he may on such form refuse recall to any classification other then the highest classification held prior to layoff, without affecting his seniority.

(253) No laid off employee need be recalled to a job for which he has not, in writing, at the time of the layoff, indicated a desire to be recalled. Any laid off employee, prior to being recalled, may by written notice, change the job or jobs for which he desires to be recalled.

A small proportion of the clauses permitted the employee to decline recall a limited number of times, or to waive his right for a limited period:

(254) An employee who is considered eligible for recall may suspend his right of recall for a period of not less than 30 calendar days, nor more than 90 calendar days during any one period of layoff. . . .

During the period of suspension of recall rights, the employee shall not be obligated to accept rehire, and the company shall not be obligated to notify the employee of available openings.

(255) Any employee who is eligible for recall and refuses to accept the available job will be placed at the bottom of the recall list. After the recall list has been exhausted, a laid off employee who refuses the second offer of an available job will be considered to have voluntarily terminated his employment.

About a fifth of the clauses permitted the employee to reject offers of temporary work:

(256) Continuous service for seniority purposes shall be broken by . . . failure to accept the job offered within 48 hours from the time of reporting to the Employment Department provided, however, if the work is described as being of less than 90 days' duration, the employee shall have the privilege of refusing to accept, within 48 hours, the work offered and he shall not lose his seniority thereby . . .

(15) The company will offer, to the extent that it is practicable, occasional and temporary work to those qualified individuals on the preferential hiring list who are readily available. Such individuals may accept or refuse occasional and temporary work without affecting their status on the preferential hiring list.

An employee exercising his right of waiver often suffered some penalty. It was common for such an employee to lose any further right to recall in those classifications he had rejected:

(257) An employee may refuse recall to an opening in a job classification in a lower labor grade than that which he held at the time of layoff, and not lose recall rights. In such instance, however, the employe's recall rights shall be limited to an opening in the same job classification held at the time of layoff.

(50) The term "skilled trade or licensed job" shall have the same definition in the recall procedure as it has in the layoff procedure. An employee in these classifications on layoff may refuse to be recalled on plant seniority basis to another type of job; however, he must sign a waiver acknowledging his loss of position on the plant seniority recall list. This employee does not lose his position as to recall for licensed jobs or skilled trades, unless another skilled trade or licensed employee on layoff has been recalled and accepted another type job.

Under a few clauses, the refusal to exercise recall rights was permitted, but the employee became ineligible for company-paid layoff benefits:

(258) Employees, if they so desire at the time of their layoff, may await home department recall, provided a form is properly filled out and copies submitted to the company and the union. Such employees are not eligible for unemployment benefits. . . .

About 1 agreement in 4 specifically denied the right to refuse recall, requiring the employee to accept the job offered or be terminated with all loss of seniority and recall rights:

(259) When an employee is offered an opportunity to recall from layoff and rejects such opportunity for reasons other than disability substantiated by a licensed physician, he shall lose all further rights to recall and shall be removed from the plant seniority list.

The following required the employee to accept any job that otherwise would be filled by a new employee, under penalty of termination:

(260) Before the company hires a new employee, the laid off employee must take any open job in the mill if within his ability to perform, or he shall be considered a quit.

Role of the union in recall

About a fourth of the provisions assigned the union a role in recall from layoff. Most of these, however, indicated only that the union would be given notice of the recall, and usually of the employees to be recalled. This enabled the union to determine if employees were called back in the order required by the agreement. The first example may also protect the company against later claim by an employee that he was not notified:

(261) All employees laid off due to lack of work shall be recalled in the order of their seniority, and such employees shall be notified in writing at their last known address as on file in the Personnel Office of the company. A copy of such notice shall be forwarded to the union.

(262) The company agrees to make available to the union copies of all letters or notices to laid off employees to report back to work.

(263) The chairman of the Bargaining Committee shall be furnished with a list of the names of the employees being recalled within 1 working day after such recall is made.

In a few agreements, the union was notified only of exceptions to the normal recall procedure:

(64) If an employee is recalled to work out of line with his seniority, the Bargaining Committee will be notified at least 48 hours in advance.

Relatively few agreements gave the union a greater degree of participation. The clauses usually applied in exceptions to the normal recall procedure:

(14) When unusual situations make it impractical or impossible to follow the regular recall procedure, the plant chairman will be so notified, and a plan for handling such situations will be worked out by the company and the union. This refers particularly to cases in which the regular rehiring procedure might so delay the procuring of the necessary workers that certain orders could not be accepted or produced as requested by the customer. Such emergency arrangements should not cause any laid off employee to lose his seniority rights for rehiring purposes.

(264) If the application of the rules set forth in this article with respect to laying off men or recalling them to work would lead to hardship in individual cases, the company and the grievance committee may agree that the factors of employment-connected disability, war-connected disability, or family status, i.e., family responsibility, number, age and physical condition of dependents, shall be given consideration.

(20) Layoff or rehire out of seniority must be discussed with and approved by the union committee.

Seniority unit in recall

The units to which a laid-off employee was eligible for recall were mentioned in nearly three-fourths of the layoff-recall provisions.

A third of the provisions specified the plant as the unit for recall. This generall offers the laid-off worker the greatest opportunity for early reemployment, subject to other requirements:

(265) Seniority is defined as length of continuous service with the employer. In all cases of layoffs and recalls, plantwide seniority shall prevail. That is, the first person hired in point of service shall be the last to be laid off, and the last to be hired shall be the first to be laid off. Recalls shall be in reverse order.

(266) When a general reduction in force is made, employees will be laid off on the basis of plant seniority. . . . No one laid off from the plant is subject to departmental recall until first recalled to the plant.

About a fifth of the provisions indicated recall would be made to the employee's own subdivision:

(267) Seniority is defined as the length of an employee's continuous service with the company dating from his last employment except as otherwise provided herein, the purpose of which is to provide a declared policy of right of preference as between qualified employees on a departmental basis, measured by such length of service, as hereinafter set out . . . .

It is mutually agreed that seniority within departments shall prevail in layoffs and recalls, except as hereinafter provided, provided the employee retained or recalled is qualified to fill the position.

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

More than one-fourth of the provisions gave the worker the right to be called back only to his own job or occupational group:

(269) In recall, the last full-time employee laid off within a classification shall be the first full-time employee to be recalled.

(270) Layoffs due to lack of work and other legitimate reasons will be governed by seniority in the respective classifications, i.e., the employee having the greatest length of service in his classification shall be last laid off and first called back to work, provided the employee retained or returned to service is capable of performing the work available.

The remainder established recall units as matters for local bargaining, were unclear, or named combinations of units. The latter generally permitted laid-off employees recall to units other than their own, but only in the event no regular qualified employee of the unit was still on layoff:

(71) After all employees with seniority in the seniority group where a pool opening exists have been given an opportunity to return to work, other laid off employees will be given consideration for such opening on the basis of plantwide seniority. However, such employees shall not be given automatic qualification in such pool jobs.

(271) The company agrees that before it hires employees who have not previously worked for the company, it will first consider filling any job vacancies with employees who have acquired seniority . . . who are then on continuous service layoff status . . . who are qualified to perform the duties of the job vacancy, even though such laid off employees are in Operational Departmental Job Groupings other than that in which the job opening exists.

Rarely, the employee was permitted to determine the units to which he would be eligible for recall at the time of layoff:

(272) An employee who is to be laid off shall, at time of layoff, elect one of the options in accordance with the chart. . . .

OPTION CHART

	*OPTION 1 Home dept. only	OPTION 2 Selected pool	OPTION 3 Full pool & plantwide	OPTION 4 Full pool & plantwide except pools "F" and "B(2)"	OPTION 5 Full pool or sub-pool only
Employee with seniority who is least senior employee in his department or pool or plant.		X	X	X	X
Employee with less than 12 months' seniority who elects not to displace a temporary employee in another department of another pool.		X			X
Employee with more than 12 months' seniority who elects not to displace the least senior employee in pool.		X			
Employee with more than 24 months' seniority who elects not to displace the least senior employee in plant.		X			X

* Employee with 5 years of seniority may elect Option 1.

Exceptions to the recall procedure

Fewer than 5 percent of the recall provisions specifically provided for exceptions to the recall procedure. Such provisions may be scarce because management often seeks to make exceptions at the time of layoff rather than recall:

(273) The company may . . . retain . . . or recall a laid off employee regardless of his . . . seniority when and if the services of such employee are essential to the efficient operation of the plant because of his special training provided he is used on a job making use of such special training, and provided such job cannot be properly performed except by resort to this provision. When the company desires to make use of this provision, the matter shall first be discussed with the union.

(274) By mutual agreement between committee and management, when emergency jobs arise, employees may be retained or called in regardless of other provisions; also, to retool, or rearrange the plant or to take inventory.

(275) In the reduction of forces and reemployment, seniority shall determine . . . [however] when an operation requires specially trained persons, they shall be employed, retained, or rehired, when conditions demand, regardless of other factors involved. Whenever a situation arises that makes necessary the use of the above, steps shall be taken to correct the matter so that regular employees may be used. As used in this subparagraph, "specially trained persons" means those employees receiving maintenance fixed premium, and those persons needed to instruct in the operation of, or to maintain new or specialized equipment.

Retention of seniority rights during layoff

For the employee who is laid off, perhaps the most critical provision in the agreement is the one specifying the duration of his recall or seniority rights. Under most agreements this period is limited, and the worker who has not been recalled at its expiration almost always is terminated with loss of seniority and all the job rights and benefits he had acquired through service. Determining an equitable period or periods may be a complex problem. Too short a period may cancel the seniority of many employees desiring to return; too long a period may encounter a problem of "diminishing returns"—little or no response to notices of recall, coupled with excessive administrative costs and delays in securing needed personnel. Many agreements cope with the problem by relating the duration of recall rights to seniority. Senior employees are considered to have a greater equity in their jobs and are also more likely to return following a layoff; consequently, they are allowed a longer period. Many agreements also deal with the problem of "diminishing returns" by requiring laid-off workers to report periodically their continued interest in and availability for recall, to maintain their rights for the maximum period.

Of the 364 layoff provisions examined in detail, 296, or 81 percent referred to the duration of recall rights. (See table 18.) The provisions were of various types, and established maximums ranging from less than a year to much longer or indefinite terms.

About 55 percent of the duration-of-recall clauses established a single period applicable to all laid-off employees having seniority rights.[17] The periods ranged from 6 months or less up to 5 years, with 1 year the term most frequently encountered:

(32) An employee's seniority rights and right of recall shall cease 90 days after date of layoff.

(276) Employees, after a 2 year continuous period of layoff . . . shall be dropped from the roll of the employer, and their seniority terminated.

(277) Seniority shall be considered broken by . . . 24 consecutive months of unemployment.

The period during which the employee would have recall rights was related to his seniority or length of service at the time of layoff in 41 percent of the clauses. In fewer than 10 percent of these, concentrated in transportation equipment agreements, the employee's rights were retained for a period equal to his seniority at the time of layoff without further limitation:

(278) Any layoff for a period not exceeding 1 year, for those employees who have been classified as permanent employees for over 30 days but less than 1 year, shall not be deemed to break continuous employment. Thereafter, employees will be granted recall rights based on past seniority at the time of layoff; that is, for example, employees with 2 years seniority and who are laid off will be granted recall rights for 2 years; in case of employees with 3 years seniority at the time of layoff, recall rights of 3 years will be granted, etc. (Continuous employment will not be broken in the case where a department or the mill has been shut down with the definite intentions of starting up again when conditions justify.)

[17] There was generally no company obligation to recall probationary employees who had not acquired seniority status at the time of layoff.

(279) Employees shall cease to have seniority . . . after unemployment for a period of time equal to the employee's seniority at time of layoff.

Much more common were provisions relating recall periods to length of service up to a stated maximum, usually ranging from 1 to 5 years:

(280) Seniority shall be broken [by] layoff for a period of time equal to the amount of time that the employee has seniority, or to a maximum of not more than 2 years . . .

(281) Continuous service shall be broken in the manner set forth . . . below . . .

If an employee is absent because of layoff . . . in excess of 2 years, he shall continue to accumulate continuous service during such absence, for an additional period equal to (i) 3 years, or (ii) the excess, if any, of his length of continuous service at commencement of such absence over 2 years, whichever is less . . .

In order to avoid a break in service within the above period after an absence of 2 years, an employee absent because of layoff . . . must report to work promptly upon termination [of layoff].

(282) Length of service shall be the total service with the company, excluding . . . any service of an employee laid off after the date of this agreement due to lack of business followed by a lapse before reemployment of 3 years or more, or a period of time equal to his length of service prior to such layoff, whichever is less . . .

. . . The company need not recall any such former employee if 3 years or more or a period equal to his length of service prior to such layoff, whichever is less, have elapsed since such termination of his service . . .

Some clauses related recall rights to seniority in terms of steps, perhaps for simplicity of administration. Protection up to 10 years, as in the first clause, was relatively rare:

(283) A regular or seasonal employee's seniority shall be protected if he failed to work the required hours during the preceding calendar year, and such failure was due to layoff for lack of work by the employer. The length of protection shall be directly equivalent to the number of attained years of seniority up to a maximum of 10 years.

Years of Seniority	Length of Protection
1 Year	1 Year
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10

(284) In the matter of layoffs due to a reduction in force, it is agreed that employees of more than 30 days and less than 3 years standing will have 6 months before any break in length of service, and 8 months for 3 to 10 years of service, and 16 months for more than 10 years of services.

(285) Any . . . employee who is not actively employed by the company:

(a) For 12 consecutive months if he has less than 2 years' seniority, or
(b) For 18 consecutive months if he has 2 years' but less than 4 years' seniority, or
(c) For 24 consecutive months if he has 4 years' but less than 5 years' seniority, or
(d) For 36 consecutive months if he has 5 years' seniority or more, shall lose his seniority rights, except in cases of proven illness . . .

Occasionally, shorter-service employees were protected for a specified period, while longer-service employees retained their recall rights indefinitely:

(286) Should an employee with plant seniority up to 5 years be laid off because of lack of work, he shall be eligible for recall for a period of equal to one-half of his seniority or 1 year whichever is greater.

An employee with 5 or more years of seniority shall be eligible for recall at all times, providing he can pass our medical examination, without forfeiture of previously established seniority, before the employment of a new person in his job classification.

A small number of agreements allowed the period of protection to increase on the basis of half-seniority, or a month's added protection above the minimum for each year of service:

(95) Seniority shall cease upon . . . layoff for a period of one-half of seniority.

(287) An individual's employment and seniority status will be terminated if . . . he has been continuously laid off for 2 years. (This period will be extended by 1 month for each full year of service beyond five at the time of layoff.)

A few provisions specifically indicated that layoff would not result in termination:

(288) Protection of seniority. Any employee on the regular seniority list as of July 1, 1968 or thereafter shall remain on the regular seniority list during the life of this contract. This protection shall not apply if the employee was off work of his own volition or was terminated.

Provisions relating recall rights to seniority set minimum periods before expiration to protect the lowest seniority employees. Usually, these were 1 year or less, although 2-year periods were present in a fourth of the clauses:

(48) An employee shall lose both company and departmental seniority if [he] was hired prior to June 12, 1960, and he is laid off for a continuous period exceeding his length of service with the company [or if he] was hired on or after June 12, 1960, and he was laid off for a continuous period exceeding 6 months.

Provisions requiring the laid-off employee to report periodically to the company on his continued availability were for the most part found in agreements establishing a single recall period unrelated to seniority:

(289) In order to continue his name on the recall and seniority lists, the laid off employee must answer within 10 days from the date of receiving the request, by either:

1. A personal appearance at the employment office where he will be given proper receipt.
2. Registered or certified mail.

(290) Employees shall lose seniority for [failure] to report to the Industrial Relations Department in person, or by registered or certified mail, indicating his availability for work, during the following periods:

March 15th to March 31st, inclusive
June 15th to June 30th, inclusive
September 15th to September 30th, inclusive
December 15th to December 31st, inclusive

(291) An employee shall lose seniority if [he] has not been employed by the company for a period of more than 1 year following any layoff, provided, however, if an employee shall report to the company by registered mail, beginning with the expiration of the 1 year period and each 3 months thereafter, and reports for work when called, he shall not lose his seniority rights.

Although expiration of the employee's recall rights usually cancelled his seniority, a few agreements indicated that should the company reemploy the worker at a later date, his seniority would be reinstated:

(82) Twenty-four consecutive months of unemployment due to any cause, except as otherwise provided in paragraph 62, shall terminate service provided, however, that during an indefinite layoff for causes beyond his control, any former laid off employee of the company is reemployed after the expiration of such 24 month period, shall upon reemployment reacquire the seniority he enjoyed at the time of termination of his previous period of employment.

(292) The seniority a former employee had at the time of termination because of lack of work shall be used for the sole purpose of giving consideration to reemployment during a period limited to 3 years following such termination; however . . . when a former employee is reemployed within 5 years from the date of termination because of lack of work, he shall immediately regain the seniority he had accrued prior to the termination. No seniority credit will be given for the period of time between termination and reemployment.

If layoffs and recalls are on other than a straight-seniority, plantwide basis, the treatment of an employee's seniority or continuous service during his layoff may be significant. If his seniority continues to accrue, he will suffer no competitive disadvantage; however, if his seniority is "frozen" at the time of layoff, he may find upon his return that he has been bypassed on the seniority list by junior employees who were retained. This could be a handicap if he later transfers to a different seniority unit. Many of the layoff-recall provisions did not deal with this matter, and among those that did, there was wide variation, as the following two clauses indicate:

(293) Seniority shall not accrue during any period of layoff, but each employee reemployed within 6 months of layoff shall be deemed to have on the reemployment date the seniority which he had accumulated up to the date of layoff.

(19) Employees who are laid off will continue to accrue seniority for a maximum of 2 years, or the equivalent of their total overall seniority . . . whichever is greater, from the date of layoff. After 2 years from the date of layoff, or the equivalent of the employee's total overall seniority at time of layoff, whichever is greater, employees will be dropped from the company's records if not previously reemployed. If reemployed within the specified time from the date of layoff, they shall resume the maximum seniority which accrued.

Time allowed to respond to recall notice

Almost three-fourths of the layoff and recall provisions examined referred to notification procedures in recalling laid-off workers. (See table 19.) Notice was usually mailed to the employee's last known address and employees were required to report within a specified period, typically 2 to 5 working days, although greater or lesser periods were sometimes stipulated. Failure to report without an acceptable excuse almost always resulted in loss of seniority and termination:

(294) Continuity of service will be broken and seniority shall be lost by . . . failure to notify the employer of intention to report for work within 3 working days after receipt of notice of recall by telegram or by registered letter where telegraphic service is not available at the most recent address shown on the employer's Industrial Relations Department personnel records . . .

(295) If the available job is a regular one, the former employee shall accept and be available for reemployment within 14 days after the offer of reemployment.

(296) Seniority shall be lost when an employee . . . fails to report to work within 7 days after a notice of recall is sent by certified mail to the address set forth in the company's records . . .

Often, the employee was given a short period to acknowledge the notice and a longer period within which to report for work:

(297) A former employee need only be employed . . . if she responds within 5 days, and is available for duty within 14 days from the date she is offered employment . . .

(298) Seniority rights shall be void [for] employees, after a layoff, who do not notify the employment office of their intention to return to work within 3 working days of receiving a proper notification to return and/or who do not return within 2 calendar weeks of date of such notification.

Not all agreements containing a notification procedure established specific time limitations. The following clause allowed the employee a "reasonable time" within which to respond:

(299) Notice to the last known address by certified mail shall be sufficient notice of recall. Failure to respond within a reasonable time shall be sufficient reason to remove him from the panel.

Time limitations on reporting were commonly waived or extended without loss of seniority or recall rights, provided the notified employee could offer a reasonable excuse, such as illness or injury:

(300) Seniority shall be lost in case of an employee who has been called back and fails to report for work within 5 working days from receipt of notice to report, which, in the case of mailing, shall be presumed to be 1 day after the registered letter is mailed. This shall not apply to workers who are ill or injured at the time notice is received. A worker who is ill must notify the employer of such illness within 5 working days from the time of receipt of notice to report.

(301) If an individual is ill or injured at the time of recall to the degree that he is unable to accept employment, and such condition is supported by a written statement from a physician, he will not forfeit recall rights, but will be continued in an eligible status for the remainder of the period set forth in . . . this agreement. An individual affected by this provision may return to work at any time prior to the expiration of the aforementioned period, provided he obtains permission of the company's Medical Director, furnishes at least 10 days notice to the company, and has sufficient seniority to displace a junior employee.

(302) Seniority is lost . . . if the employee is notified by certified mail at his last address on company's records of his recall for work, and does not communicate with the company within 5 working days, either after his receipt thereof, or at the latest 10 working days after mailing, and advise company of his intention to return, and if he does not report for work at the company's place of business within an additional 5 working days thereafter, the employee will be deemed to have quit unless such failure to report for work was caused by jury duty, military service, or proven illness or injury . . .

Table 8. Layoff provisions in major collective bargaining agreements, by industry, 1970-71

(Workers in thousands)

Industry	Total studied		Referring to layoff								No provisions	
			Total		Detailed provisions		Layoff mentioned no details		Subject to local negotiation			
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries	1,845	7,668.8	1,476	6,242.4	1,418	5,862.3	41	292.2	17	87.9	369	1,426.4
Manufacturing	1,021	4,240.1	989	4,052.6	954	3,778.0	21	203.1	14	71.6	32	167.5
Ordnance and accessories	23	88.7	23	88.7	23	88.7	-	-	-	-	-	-
Food and kindred products	112	350.0	110	343.8	106	333.6	1	2.5	3	7.6	2	6.2
Tobacco manufacturing	10	23.3	10	23.3	10	23.3	-	-	-	-	-	-
Textile mill products	20	44.2	20	44.2	20	44.2	-	-	-	-	-	-
Apparel and other finished products	48	431.6	28	283.6	17	111.6	11	172.1	-	-	20	148.0
Lumber and wood products except furniture	15	22.6	15	22.6	15	22.6	-	-	-	-	-	-
Furniture and fixtures	18	35.7	17	33.7	16	32.5	1	1.2	-	-	1	2.0
Paper and allied products	59	104.7	59	104.7	56	100.4	1	2.0	2	2.4	-	-
Printing, publishing, and allied industries	32	71.5	31	70.1	30	68.3	1	1.8	-	-	1	1.4
Chemicals and allied products	65	117.2	65	117.2	63	106.2	-	-	2	11.0	-	-
Petroleum refining and related industries	15	24.9	15	24.9	15	24.9	-	-	-	-	-	-
Rubber and miscellaneous plastics products	21	110.6	21	110.6	19	84.1	1	4.5	1	22.0	-	-
Leather and leather products	21	64.2	16	39.8	16	39.8	-	-	-	-	5	24.4
Stone, clay and glass products	31	117.0	31	117.0	29	114.9	1	1.0	1	1.1	-	-
Primary metal industry	110	568.0	110	568.0	110	568.0	-	-	-	-	-	-
Fabricated metal products	51	122.1	51	122.1	48	111.6	1	5.0	2	5.5	-	-
Machinery, except electrical	116	343.1	116	343.1	116	343.1	-	-	-	-	-	-
Electrical machinery, equipment and supplies	99	295.3	98	292.3	97	291.0	-	-	1	1.3	1	3.0
Transportation equipment	126	1,237.7	124	1,235.2	120	1,202.3	2	12.1	2	20.9	2	2.4
Instruments and related products	19	48.0	19	48.0	19	48.0	-	-	-	-	-	-
Miscellaneous manufacturing industries	10	20.1	10	20.1	9	19.1	1	1.0	-	-	-	-
Nonmanufacturing	824	3,428.7	487	2,189.8	464	2,084.4	20	89.1	3	16.3	337	1,239.0
Mining, crude petroleum and natural gas	18	116.3	17	115.1	17	115.1	-	-	-	-	1	1.2
Transportation[1]	88	622.3	78	577.8	73	538.3	5	39.5	-	-	10	44.5
Communications	78	587.2	78	587.2	76	572.7	1	2.0	1	12.5	-	-
Utilities: Electric and gas	71	176.8	71	176.8	71	176.8	-	-	-	-	-	-
Wholesale trade	24	41.3	24	41.3	24	41.3	-	-	-	-	-	-
Retail trade	104	274.8	97	261.5	93	255.6	2	2.1	2	3.8	7	13.3
Hotels and restuarants	45	186.4	38	157.1	33	146.2	5	10.9	-	-	7	29.3
Services	75	302.5	52	203.1	45	168.5	7	34.6	-	-	23	99.4
Construction	316	1,114.8	28	64.7	28	64.7	-	-	-	-	288	1,050.1
Miscellaneous nonmanufacturing industries	5	6.7	4	5.5	4	5.5	-	-	-	-	1	1.2

[1] Excludes railroad and airline industries.

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

Table 9. Advance notice of layoff in sample of major collective bargaining agreements, 1970-71

(Workers in thousands)

Type of advance notice	Agreements	Workers
Total studied	364	2,096.1
Total with provision for advance notice of layoff	200	1,215.4
To employee only	50	528.3
To union only	44	330.5
To employee and union	57	188.6
To employee, or pay in lieu of notice	27	52.2
To employee and union, or pay in lieu of notice	19	86.5
Advance notice, no reference to whom	1	1.8
Subject to local negotiation	2	27.6
No provision	164	880.7

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

Table 10. Length of advance notice of layoff in sample of collective bargaining agreements, 1970-71

(Workers in thousands)

Time period for notice	To employees		To union	
	Agreements	Workers	Agreements	Workers[1]
Total studied	364	2,096.1	364	2,096.1
Total with provision for advance notice	153	855.5	120	605.6
Less than 3 days	37	483.4	24	47.8
3-4 days	41	144.9	22	50.9
5-6 days	13	26.2	7	22.8
7-8 days	34	105.2	7	22.2
9-10 days	2	6.7	1	8.0
Over 10 days	10	19.6	14	122.6
Varies	2	20.1	1	7.7
Time not specified	14	49.6	44	323.9
No provision	211	1,240.6	244	1,490.5

[1] Nonadditive horizontally, with respect to table 9. Many agreements provided advance notice to both employees and union.

Table 11. Role of seniority in layoff and recall in sample of major collective bargaining agreements, 1970-71

(Workers in thousands)

Role of seniority	Layoff procedure		Recall procedure	
	Agreements	Workers	Agreements	Workers
Total studied	364	2,096.1	364	2,096.1
Total with seniority role	363	2,094.3	348	2,048.1
Sole factor	99	502.1	83	441.6
Primary factor	161	723.9	166	694.4
Secondary factor	71	292.5	64	278.6
Equal with other factors	-	-	1	42.7
Unclear	15	43.1	16	36.1
Varies with situation	4	6.9	4	6.9
Subject to local negotiation	13	526.0	14	548.0
No seniority role	1	1.8	16	48.0

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

Table 12. Nonseniority factors in layoff and recall in sample of major collective bargaining agreements, 1970-71

(Workers in thousands)

Factors	Layoff		Recall	
	Agreements	Workers	Agreements	Workers
Total studied[1]	364	2,096.1	364	2,096.1
Total with nonseniority factors	264	1,592.3	265	1,606.5
Qualifications required but not specified	80	901.5	94	833.2
Skill and ability	183	666.6	156	617.9
Physical fitness	52	239.4	54	259.0
Education or training	14	30.1	10	21.8
Tests	2	8.2	2	8.2
Attendance	6	16.1	3	10.8
Family status	1	4.0	-	-
Place of residence	1	4.0	-	-
Subject to local negotiation	4	31.1	14	151.9
No reference to nonseniority factors	100	503.8	99	489.6

[1] Nonadditive: Many agreements specify more than 1 nonseniority factor.

Table 13. Original seniority unit in layoff in sample of major collective bargaining agreements, 1970-71

Seniority unit	Agreements	Workers (thousands)
Total studied	364	2,096.1
Total referring to unit	362	2,017.6
Job classification within a subdivision	90	327.7
Job classification	59	226.4
Occupational family or line of progression	35	154.7
Subdivision of plant	102	278.1
Plant or equivalent facility	48	365.3
Subject to local negotiation	23	651.1
Unclear	5	14.4
No reference to seniority unit	2	78.5

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

Table 14. Broadest unit for exercise of seniority rights in layoff in sample of major collective bargaining agreements, 1970-71

Scope of seniority rights	Agreements	Workers (thousands)
Total studied	364	2,096.1
Total specifying scope of seniority rights	358	2,010.7
Job or occupation	70	245.0
Subdivision [1]	95	345.4
Plant [1]	151	623.1
Interplant	19	126.7
Subject to local negotiations	19	660.1
Unclear	4	10.5
No units specified	6	85.4

[1] Includes subdivisional or plant labor pools.

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

Table 15. Bumping restrictions in sample of major collective bargaining agreements, 1970-71 [1]

Type of bumping restriction	Agreements	Workers (thousands)
Total studied	364	2,096.1
Total permitting bumping	218	1,107.5
Total with bumping restrictions	173	838.1
Restricted to present unit	6	8.2
Bumping upward prohibited	19	74.1
Limited to former job or unit	35	139.5
Prohibited within or into specified jobs or units	17	101.2
Limited to specified jobs or units, (especially entry level)	16	162.8
Requires specified length of service	35	243.6
Volume of bumping restricted	11	40.8
Limited to displacement of least senior employee	104	325.3
Other [2]	1	22.5
No restrictions on bumping indicated	45	268.8
No reference to bumping	146	988.6

[1] Nonadditive: Many agreements contain more than 1 restriction.
[2] Bumping prohibited if the employee having bumping rights would be displaced from the new job within 6 months.

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

Table 16. Superseniority for union officials in sample of major collective bargaining agreements, 1970-71

Officials accorded superseniority	Agreements	Workers (thousands)
Total studied	364	2,096.1
Total referring to superseniority for union officials	142	736.4
Listing of specific officials	71	322.2
Stewards or other first-line officials only	41	292.1
Fixed number or proportion of officials	19	81.1
Union officials (nonspecific)	10	40.1
Unclear	1	1.0
No mention of superseniority	222	1,359.7

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

Table 17. Temporary layoff provisions in sample of major collective bargaining agreements, 1970-71

Period of temporary layoff	Agreements	Workers (thousands)
Total studied	364	2,096.1
Total with temporary layoff provision	116	455.0
1-2 days	13	51.8
3-5 days	31	140.9
6-10 days	27	96.4
11-30 days	21	61.5
More than 30 days	1	3.0
Period not specified	23	101.5
No provision	248	1,641.1

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

Table 18. Retention of seniority or recall rights during layoff in sample of major collective bargaining agreements, 1970-71

Time period	Agreements	Workers (thousands)
All agreements	364	2,096.1
Total having detailed recall provision	348	2,048.1
Total referring to retention of recall or seniority rights	296	1,777.3
Period related to length of service	122	927.1
Period equal to length of service, no maximum	11	408.2
Period related to length of service, maximum	111	518.9
Less than 1 year	3	5.4
1 but less than 2 years	22	43.4
2 but less than 3 years	18	42.0
3 years	22	110.6
4 years	1	1.5
5 years	31	238.2
More than 5 years	2	32.3
Other related to service [1]	12	45.7
Single period specified for all employees	162	776.4
Less than 1 year	22	58.1
1 but less than 2 years	69	302.3
2 but less than 3 years	41	173.7
3 years	21	199.5
4 years	5	35.0
5 years	4	7.9
Recall rights extended indefinitely	9	51.6
Other [2]	3	22.2
No reference to duration of recall rights	52	270.8
No recall details	16	48.0

[1] Includes 8 agreements which provided a limited period for employees with less than specified seniority, and indefinite or unlimited period for those with specified seniority; 2 agreements which provided a period based on half-seniority at time of layoff; and 2 agreements which provided a minimum period, plus 1 month for each additional year of service.

[2] Includes 2 agreements which were not clear; and 1 agreement which provided a 13-week minimum plus a period equal to duration of separation payments.

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

Table 19. Time limit for response to recall in sample of major collective bargaining agreements, 1970-71

Time limit	Agreements	Workers (thousands)
Total studied	364	2,096.1
Total having recall details	348	2,048.1
Total having notice of recall provision	264	1,679.9
2 days or less	28	89.7
3 days	82	777.2
4 days	9	23.5
5-7 days or 1 week	97	354.2
8-14 days	21	96.5
15 or more days	6	27.5
No time limit indicated	21	311.4
No mention of notice of recall	84	368.2
No recall details	16	48.0

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

Appendix A. Selected Worksharing and Layoff Provisions

To illustrate how the worksharing and layoff clauses fit together, a number of provisions have been reproduced in their entirety. Irrelevant wording has been deleted where necessary.

From the agreement between
Chrysler Corporation, Production and Maintenance, and the United Automobile, Aerospace, and Agricultural Implement Workers of America
(expiration date: September 1973)

(49) Loss of seniority

An employee shall lose his seniority . . .

(d) If he does not return to work when called. In proper cases, exceptions shall be made. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.

(e) If he is laid off during the term of this agreement for a continuous period equal to the seniority he had acquired at the time of such layoff period, or for 1 year, whichever is longer; provided, however, an employee who is laid off or who is not recalled and reinstated from layoff in line with his seniority because of his continuing physical inability to perform the available work will not be considered as laid off for the purposes of this subsection, unless and until an employee in the same seniority department or division with the same or greater seniority is on layoff as defined in section (58). . . .

(50) Seniority of chief stewards

. . . notwithstanding their position on the seniority list, chief stewards shall, in the event of a layoff, temporary adjustment, be continued at work as long as there is a job in their district which they are able to do, and any of their respective constituents still are at work, and shall be recalled to work after the layoff as soon as there is a job in their district which they are able to do, and any of their respective constituents have been recalled to work. . . .

(51) Seniority of committeemen and officers

Notwithstanding their position on the seniority list, the plant shop committee shall, in the event of a temporary adjustment, be continued at work as long as there is a job in their district they are able to do and any of their respective constituents are still at work.

Notwithstanding their position on the seniority list, the plant shop committee and the president, vice president, financial secretary, recording secretary, treasurer, three trustees, sergeant at arms, and guide of the local union shall, in the event of a layoff and rehire, be continued at work at all times when one or more departments or fractions thereof are at work, provided that they are able and do the work being done at the time. . . .

Layoff and recall

(58) Layoff defined

For the purpose of these sections (45) through (71), the word "layoff" means an adjustment or a reduction in working force due to model change or a decrease in the company's business, and does not mean temporary adjustments of the working force due to emergencies, weekend operations, temporary adjustment of schedules, etc.

(59) Temporary adjustments

Temporary adjustments of the working force due to emergencies, weekend operations, temporary adjustment of schedules, etc., shall be covered by written agreement between the local plant management and the local union. Unless and until the local plant management and the local union shall reach agreement as aforesaid, if a temporary adjustment continues for 5 working days or more, the local union may request in writing the local plant management to adjust the working force according to the layoff provisions of this agreement, and the local plant management will do so within 5 working days thereafter, unless said time is extended by mutual agreement.

(60) Notice of layoff

The plant will give 24 hours notice of layoff as hereinbefore defined to employees, and to the chief steward in the district where the layoff is to be made, except where employees are displaced pursuant to section (61), by employees returning to work from leaves of absence, or by temporary skilled trades employees returning to production.

(61) Layoff procedure

When there is a decrease in force, employees shall be laid off or displace other employees in the following manner, subject to the employee's ability to perform the available work:

(a) Probationary employees will be laid off on a plantwide basis.
(b) Employees with seniority will be laid off in each department or, where applicable, division according to seniority.
(c) Employees laid off in a department shall, within 2 weeks, displace employees with lesser seniority in other departments of a division.
(d) Employees laid off from a division of from a department if it is not part of a division, who desire to displace employees in the plant with less seniority, shall within 2 weeks of such layoff applying in writing to do so at their plant employment office. Within 30 days of such layoff, such applicants shall be recalled to displace employees in the plant with less seniority, provided, however, that an applicant must have at least 9 months more seniority than any employee having seniority he displaces. Employees making application under this paragraph shall be given a copy of their application at the time they make such application.

(62) Recall procedure

(a) When there is an increase in force after a layoff, employees with seniority shall be recalled according to their departmental seniority.
(b) Within 2 weeks after such recall, employees remaining on layoff from a department in a division shall be recalled to displace employees who have less seniority working in other departments in the same division.

(63) Departmental return

(a) An employee transferred or recalled to another department or division pursuant to sections (61) or (62), may return to his former department with full seniority to an open job, after all employees with seniority have been recalled in the former department, provided the employee makes application at the employment office within 30 days of his transfer or recall. Such application (i) shall remain in effect for 6 months, (ii) may be renewed within 10 days of the end of each 6 month period, and, (iii) may be revoked by the employee at any time prior to his receiving notice from the corporation that he is to return to his former department; provided, however, that a job opening created by the return of an employee pursuant hereto will not be filled by the transfer of another employee under this subsection.

(b) Layoffs and transfers pursuant hereto shall be made in such a manner, and as expeditiously as is consistent with the continuous, efficient and orderly operation of the plant or department involved.

(64) Work opportunity for laid off employees

The plant agrees that in employing new people in any department, it will give work opportunity to qualified laid off employees in the following order:

(a) To employees of other departments of the plant. An employee returned to work under this subsection (a) may return to this former department with full seniority to an open job after all employees with seniority have been recalled in the former department, provided the employee makes application at the employment office within 30 days of his return to work under this subsection. Such application (i) shall remain in effect for 6 months, (ii) may be renewed with 10 days of the end of each 6 month period, and (iii) may be revoked by the employee at any time, prior to his receiving notice from the corporation that he is to return to his former department; provided, however, that a job opening created by the return of an employee pursuant hereto, will not be filled by the transfer of another employee under this subsection (a).

(b) To employees of other plants of the corporation covered by this agreement of the Parts Depots Agreement, in the same labor market area, established under the Supplemental Unemployment Benefit Plan, Exhibit "D". Such employees under this subsection (b) shall rank for seniority as of the date of entry in the plant. Employees accepting work under this subsection (b) shall have no right to return to former plants, unless and until they are permanently laid off from the new plant. When so laid off, they shall elect to (i) retain seniority at the new plant, and in such case their seniority at their former plants shall terminate or (ii) return to their former plant with full accumulated seniority, and in such case their seniority at all other plants shall terminate.

The separation of an employee from the new plant, for a reason other than specified in this paragraph, shall result in the termination of an employee's seniority in all corporation plants; provided, however, that the separation of an employee accepting work under this subsection (b) for inability to perform the assigned work shall terminate his seniority at the plant from which he is separated, but shall not affect his seniority at any other plant. An employee accepting work under this subsection (b) shall retain any rights accrued for purposes of holiday pay, payment in lieu of vacations, pensions, insurance and the Supplemental Unemployment Benefit Plan.

(65) Offer of work under S. U. B. P.

(a) Any provision of this agreement to the contrary notwithstanding the corporation shall have the right to offer a laid off employee available work in any plant of the corporation in the same labor market area, as established under the Supplemental Unemployment Benefit Plan, Exhibit "D". For the purposes of this section only, available work includes open jobs and work being performed by probationary employees who may be displaced.

(b) An employee who refuses an offer of available work under this section shall not, by such refusal, lose his right of recall to the plant from which he was laid off, but shall not be eligible for any benefits under the Supplemental Unemployment Benefit Plan, except as provided in Article I, Section (3)(b)(3) of the Supplemental Unemployment Benefit Plan, Exhibit "D".

(c) A seniority employee who accepts available work at another plant, as hereinbefore set forth, shall rank for seniority as of the date of entry in the plant in which he accepts such work. An employee accepting such work shall have no right to return to former plants, unless and until he is permanently laid off from the new plant. When so laid off, he shall elect to (i) retain seniority at the new plant and in such case his seniority at his former plants shall terminate or (ii) return to his former plant with full accumulated seniority, and in such case his seniority at all other plants shall terminate. The separation of an employee from the new plant for a reason other than specified in section (64)(b) shall result in the termination of an employee's seniority in all corporation plants. . . .

(70) Job security and outside contracting

. . . In all cases, except where time and circumstances prevent it, the plant management will hold advance discussion with local union representatives prior to letting such a contract. In this discussion, local management is expected to review its plans or prospects for letting a particular contract. The local union should be advised of the nature, scope, and approximate dates of the work to be performed, and the reasons (equipment, manpower, etc.) why management is contemplating contracting out the work. At such times, corporation representatives are expected to afford the union an opportunity to comment on the corporation's plans and to give appropriate weight to those comments in the light of all attendant circumstances.

In no event shall any seniority employee who customarily performs the work in question be laid off as a direct and immediate result of work being performed by any outside contractor on the plant premises.

From the

National Master Freight Agreement and Southeastern Area Local Cartage Supplementary Agreement between Private, Common, Contract and Local Cartage Carriers and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (expiration date: June 1973)

(32) Subcontracting

Section 1.

For the purpose of preserving work and job opportunities for the employees covered by this agreement, the employer agrees that no work or services of the kind, nature or type covered by, presently performed, or hereafter assigned to the collective bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other plant, person or nonunit employees, unless otherwise provided in this agreement.

The employer may subcontract work, when all of his regular employees are working, except that in no event shall road work presently performed or runs established during the life of this agreement be farmed out. No dock work shall be farmed out except for existing situations established by agreed to past practices. Overflow loads may be delivered by drivers other than the employer's employees, provided that this shall not be used as a subterfuge to violate the provisions of this agreement. Loads may also be delivered by other agreed to methods or as presently agreed to. . . .

(34) Moonlighting

Section 3.

In the event of layoff, employees who have regular outside employment shall be first laid off, regardless of such employee's seniority standing, unless such employee immediately terminates such outside employment. In the event there are two or more employees having regular outside employment, the employer shall lay off the employee having the latest date of hire.

Any employee so laid off shall, as a condition of recall, terminate other regular employment which he may have, unless qualified for recall under item 2 [other manpower unavailable] above. . . .

. . . Employees hired prior to August 1964, or the effective date of the 1964 contract, having two regular (even if part-time) jobs (acquired before August 1964) are protected insofar as their seniority under the master freight agreement with the following exceptions:

(a) If there is a layoff, and employees working exclusively for a trucking company having seniority status would be laid off, if the man with the two regular or part-time jobs above continues to work, the individual above with two regular or part-time jobs would be laid off first, unless he elected to give up his other outside job.

(b) If an employee with lesser seniority is laid off at the same time as the individual having two regular or part-time jobs and electing to keep both jobs, and there is a recall for additional employees, the man having exclusive employment with the trucking company under the master agreement would be subject to recall first.

(c) The only time the man with two regular or part-time jobs would be subject to recall would be when all employees with seniority were returned to work and additional men are needed, subject to section 2 [other manpower unavailable] or article 34.

(d) This applies to regular or part-time employees on two jobs.

(e) This shall not prohibit local union and employers from working out mutual problems for the benefits of parties concerned.

(f) Provisions of this article shall not apply where a full-time employee with seniority in classifications covered by this agreement or supplements works on a second job on his offdays or offnights outside of the trucking industry.

(42) <u>Seniority</u>

Section 1.

Seniority rights for employees shall prevail.

Seniority shall be broken by . . . more than a 3 year layoff. In the event of a layoff, an employee so laid off shall be given 2 weeks notice of recall by certified mail to his last known home address. In the event the employee fails to make himself available for work at the end of said 2 weeks, he shall lose all seniority rights under this agreement. Employees shall give the employer 1 week notice of intent to return to work. . . .

Controversies regarding seniority shall be settled by the employer and the union. Failing a settlement by these parties, the controversy shall be processed under the grievance procedure set out in articles 44 and 45 of this agreement.

Section 2.

(a) Terminal seniority, as measured by length of service at such terminal, shall prevail, except as otherwise provided for in this agreement.

(b) Reduction in force. When it becomes necessary to reduce the working force, the last employee hired shall be laid off first; and when the force is again increased, the employees are to be returned to work in the reverse order in which they were laid off. . . .

Section 6.

(a) As provided for in the national agreement, article 5, section 5 (b) in the Southern Conference Area only, employees at closed terminal "A" that are affected by the closing may transfer to terminal "B", if the work from terminal "A" is transferred to terminal "B", and exercise their company seniority for layoff purposes only, even though it would result in the laying off of presently employed persons at terminal "B".

In the event that there is regular work available after such transfers are made by terminal "A" employees to terminal "B" any employee on layoff prior to the closing of terminal "A" may exercise his seniority voluntarily at terminal "B" and go to the bottom of the board for all purposes. (In reference to employees on layoff status, this means those on layoff status throughout the system of the employer within the Southern Conference Area.)

From the agreement between
New York Coat and Suit Association, Inc. and the International Ladies' Garment Workers' Union
(expiration date: May 1973)

(20) Division of work

1. If the employer is unable to supply his workers with work full time, the work available in the shop shall be divided as equally as possible among all the workers competent to do the work.
2. In such circumstances, workers may be divided into groups which will be supplied work alternately.
3. If there is not a full week's work for all cutters in the shop, the work available shall be divided equally among them by the week.
4. The managing presser shall not be entitled to more work than other pressers in the shop.
5. No member of an employer, supervisory employee or any other person outside of the bargaining unit shall perform any work of any craft covered by this agreement. An employer shall pay to the union, damages for each such violation, a sum computed on the basis of the minimum weekly wage of the craft involved. . . .

From the agreement between
Association of Private Hospitals, Inc., New York, N.Y., and the Service Employees International Union
(expiration date: July 1972)

(27) Seniority

(a) In the event that by reason of insufficient work, the employer finds it necessary to layoff any of its employees in the bargaining unit, seniority shall prevail in such lay off, and seniority shall likewise prevail in the rehiring of employees who have been laid off during the preceding 6 months. The type of work performed shall be taken into consideration in all layoffs and recalls therefrom. Recall shall be by mail to the last address in the employer's records with copy to the union. . . .

From the agreement between
General Instrument Corporation, F. W. Sickles Division, and the International Brotherhood of Electrical Workers
(expiration date: November 1972)

(5) Seniority

Section 3.

Seniority shall be the determining factor with respect to layoff, transfers of more than 2 weeks' duration (not including promotion and upgrades) and reemployment where fitness and ability are adequate to meet the requirements of the available work. Probationary employees will be laid off first irrespective of classification.

Section 3A.

Seniority shall be deemed to be terminated for the following reasons . .

(c) Layoff in excess of 24 months; . . .

(e) Employees who have been laid off in excess of 3 weeks, and who have secured employment elsewhere, and are not collecting unemployment compensation will be given 7 calendar days to return to work upon recall without loss of seniority, provided he (she) can establish proof of employment elsewhere at time of recall. Employees not employed at the time of recall must return within 48 hours of the notification to return, unless satisfactory notice of their inability to report to work has been given to the personnel department.

(f) Employees who have exercised their right under article 11, first paragraph, will not lose their seniority rights. . . .

Section 5.

In the event the employer finds a layoff is necessary for a temporary period of not more than 4 working days, such layoffs may be made without regard to seniority. Such temporary layoffs will be divided equally to include all employees in the department within the various seniority groups. Temporary layoffs will be limited to 4 days per month unless otherwise agreed to between the employee(s) and supervisor. Use of the full 4 days can only operate for two consecutive 30-day periods. Then 30 days must elapse before a temporary layoff can begin again. Any abuse of this paragraph is subject to the grievance procedure.

Section 6.

Except in emergencies, the employer will notify the employee 3 hours prior to the effective time of a temporary layoff. The employer will notify the employee and the union not less than 24 hours prior to an indefinite layoff and discharge, except in cases which warrant summary discharge. . . .

Section 9.

Seniority will accrue commencing with hire date and continuing uninterrupted unless and until a permanent quittal is registered on the individual's record. It will accumulate during periods of . . . layoffs. . . .

Section 10.

Employees accepting a voluntary layoff out of seniority must first sign the waiver of seniority form. Employees exercising this option must await a job opening before being returned to work. In addition, they must notify the personnel department when they are available to return to work. The employee's seniority will not be affected during the layoff period.

Section 11.

Employees with 15 years' seniority or more may accept a layoff in lieu of a transfer or downgrade without loss of seniority. Employees exercising this option must sign the waiver of seniority agreement and await a job opening before being returned to work. In addition, they must notify personnel department when they are available to return to work.

Section 12.

Not withstanding the provisions of article 9 [hours, overtime, shifts] the president, vice president, recording secretary, financial secretary, treasurer, the seven members of the executive board, and the two chief stewards of the union shall have top plantwide seniority in the event of layoffs, provided they are qualified to perform the available work. Department stewards . . . shall have top seniority in their respective departments in the event of layoffs, provided they are qualified to perform the available work. This shall not impair the seniority rights of such officers and stewards under other provisions of the agreement, and prevails only during their term of office and appointment.

Section 13.

The annexed seniority group listing for piecework and daywork classifications will be used for the purpose of layoff, transfers of more than 2 weeks duration (not including promotion and upgrades), and reemployment subject to the provisions of section 3 of this article.

(11) Transfers

Section 1.

When an employee is permanently transferred either from occupation to occupation or classification to classification to perform other work for which a higher or lower occupational hourly rate of wage is in effect, he or she shall receive the occupational hourly rate for said work in accordance with the schedule annexed hereto. In case the hourly rate of an hourly paid employee will be reduced by more than 8 cents per hour in the event of such a transfer, such employee may accept a layoff in lieu of such transfer without loss of seniority or recall rights. . . .

Section 2A.

When an employee is permanently transferred from one classification to another as a direct result of seniority bumping, such employee shall carry his entire seniority with him to the new classification effective immediately. . . .

Section 4.

Employees desiring a transfer (including promotions and upgrades) within their bargaining unit may file application therefore with the employer's personnel department at the plant. In filling hiring requests received by it, the employer's personnel department will give consideration to the most senior employees who have applications for a transfer on file, provided they have the fitness and ability, and provided there are no senior employees on layoff subject to recall to fill the position. Employees who have been subject to temporary layoffs for more than 3 consecutive weeks may file requests for transfers to be handled by the employer within the meaning of this paragraph. Preference shall be given to such requests on the basis of seniority, fitness, and ability over requests of other employees having applications for transfer on file, provided there are no senior employees on permanent layoff subject to recall. . . .

From the agreement between
Chicago Furniture Manufacturer's Association
and the Independent Shops and the Upholsterers'
International Union of North America
(expiration date: May 1973)

(4) Hours

Section 6.

No new employees shall be hired until all regular employees shall have been working at least 40 hours per week as specified in this agreement, prior to the hiring of new employees. In the event work falls below 40 hours per week, after new employees are hired, they shall automatically be laid off if they do not have at least 90 days' service, until a 40 hour week is again worked. . . .

(5) Equal division of work and seniority

Section 1.

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

Section 2.

Equal division of work shall continue until such time as a workweek may fall below 32 hours per week, for 4 consecutive weeks, after which, layoffs, based upon seniority in each department, operation, or classification, shall be instituted in order to reestablish a normal 40-hour week for the remaining employees, and reemployment shall be on the same basis of layoff; last one laid off, first one rehired.

Section 3.

Chief steward or head steward in a shop shall rate top seniority in the event of any layoff, in order to assure his availability in the event any grievances may arise. It is agreed the chief steward will accept any work assignments, during such layoffs.

Section 4.

Where two grades of work, or more than one operation prevails, an equal division of work shall apply in each operation or department. . . .

From the agreement between
The Packers and Sausage Manufacturers Association of Chicago and the Amalgamated Meat Cutters and Butcher Workmen of North America, AFL–CIO
(expiration date: April 1973)

Section 14. Seniority

Seniority rights shall prevail in all cases of layoffs below the grade of foreman. It is the declared intention of both parties hereto to keep employed those longest in the service of the employer, other factors being equal; provided however, that in the event of a layoff, employees who are 65 years of age or over shall be laid off before other employees with less seniority are laid off. The union recognizes the necessity of the employer maintaining an efficient and capable working force, and agrees to cooperate in every way to raise the standards of work. It is expressly understood that no seniority rights granted, herein, justify or permit any employee to feel that he has security in his employment merely because of such seniority right.

The employer agrees to cooperate with the union in a fair application of the seniority rule herein set forth, and when layoffs become necessary, to temporarily dispose of the service of those 65 years of age or older, and then those employees enjoying the least seniority, and in the event of reemployment, to recall employees in the order of their seniority rights herein, provided, of course, that the workmen involved can efficiently perform the duties required of them when rehired. . . .

An employee shall lose all seniority rights if he or she has been on layoff continuously for a period exceeding 1 year. . . .

From the agreement between
Dow Chemical Company and District 50
Allied and Technical Workers of the
United States and Canada
(expiration date: March 1974)

(2) Seniority

Section 1. Principle of seniority

It is agreed that whenever the company either reduces or increases its working forces within any of the departments set forth in appendix A, attached hereto, and made a part hereof, the principle of seniority shall prevail, provided the employee retained or recalled is capable of doing the work.

Section 2. Computation of seniority

B. Seniority accumulation. An employee in a department to which he has been transferred, shall accumulate seniority in the department or departments in which he has retained departmental seniority.

During the employee's first 6 consecutive months in any department, he shall hold no departmental seniority in such department. If an employee, including a temporary employee under section 2-C, article II, remains for 6 consecutive months in a department to which he has been transferred, he shall have departmental seniority in the new department from the first day of his working in that new department, except as modified by [other sections].

After 3 years away from a department in which an employee had established seniority, such departmental seniority shall be considered to have lapsed.

C. Recall rights. An employee shall be notified by the Hourly Personnel Department, in order of his seniority and ability, of any posting which results in an opening in a department in which he holds departmental seniority. An opening shall be defined as a need for an employee to enter the department.

Upon accepting a job in a department in which he retains departmental seniority, the employee shall return with full accumulated seniority. If the job which is accepted is in the employee's old department, he relinquishes departmental seniority in any and all other departments. If the job which is accepted is not in the employee's old department, he relinquishes seniority in any department in which he had subsequently established departmental seniority, but retains seniority in any department in which he holds seniority which was established prior to working in the department to which he is recalled.

D. Refusal rights. An employee recalled from another department, may refuse to accept the job to which he is recalled without losing his departmental seniority, if the job to which he is recalled is of not more than 90 calendar days duration.

During the first 6 months after an employee is laid off from any department in which he holds departmental seniority (and at work in the plant), he may refuse any job except his old job without losing his departmental seniority.

If the employee refuses his old job in his old department during the first 6 months period, he loses departmental seniority in that department, and all other departments in which he holds departmental seniority, except in the department in which he is now working.

After 6 months have elapsed, and as long as he retains departmental seniority, if an employee refuses any job in his old department, he loses seniority in any and all other departments, except in the department in which he is now working.

If he refuses any job in departments other than his old department, he loses departmental seniority in that department, and any other department in which he had subsequently established departmental seniority, except the department in which he is working, but retains seniority in any department in which he holds seniority which was established prior to working in the department to which he is recalled. . . .

Section 9. Reduction of work force.

When it becomes necessary to reduce the number of employees in a department (except as outlined in article II, section 17), they shall be eliminated in the following order, provided that in all cases hereinafter referred to in this section, the employee retained can do the work.

First: From the probationary employees in the department.

Second: Men temporarily in the department on a job by action of section 8-B, article II who have not earned departmental seniority.

Third: From the remaining employees in the department who have less than 6 consecutive months employment in the department in the order of plant seniority. Employees retained in this category have no bumping rights, but will be placed on residual jobs.

Fourth: From the remaining employees in the department who have 6 months or more departmental seniority, and less than 1 year plant seniority, in the order of their departmental seniority.

Fifth: From the remaining employees in the department according to their departmental seniority.

Probationary employees laid off may be released by the Hourly Personnel Department.

Employees laid off with less than 1 year plant seniority, shall be offered open jobs in other departments which they are capable of doing, if any such jobs are available. If no open jobs are available, the company will endeavor to provide employment to these employees by releasing employees from basic minimum rated jobs, provided the employee retained has at least 6 months more plant seniority, than the employee displaced.

Employees laid off in order of seniority with 1 year or more, and less than 3 years of plant seniority, shall be offered open jobs in other departments which they are capable of doing if any such jobs are available. If no such jobs are available, they may exercise bumping privileges based on their plant seniority, as outlined in section 11 of this article.

If during a reduction of employees in a department an employee is laid off out of order of seniority, because he has refused to exercise his bumping rights to remain in the department, he will forfeit department seniority rights in that department as well as his plant bumping rights.

Section 10. Departmental bumping

A. When an employee with departmental seniority is displaced from his job, either by a bump by an employee with departmental seniority, or by a reduction in the number of employees in his classification or department, he may exercise his departmental seniority by bumping, without undue delay, into another classification on the basis of departmental seniority and ability to do the work. Supervision and stewards may agree that there are certain jobs within present job classifications, which should be treated as separate classifications, for the purpose of administering this section. Any rearrangement of the employees within the classification may be done through mutual agreement. . . .

In any and all cases of bumping within a department, it is understood that 8 hours of "on-the-job" training shall be provided where necessary. "On-the-job" training shall be understood to include instruction time, as well as the time spent completing the job, or that portion of a job for which training is necessary. It is mutually understood that the full 8-hour training time cannot be accomplished in one shift.

The 8-hour training time referred to in the second paragraph in this section, may be extended to 16 hours if the employee has previously held the job, and the job has so changed as to make the additional training necessary.

Should the employee who bumped fail to do the work of the classification into which he bumped, he will be placed on a job that supervision and stewards agree that he can do without training in order to minimize cost due to multiple bumping, and the employee who was bumped shall be returned to his original job. This placement may entail an additional bump.

B. Employees engaged in, or who have completed a department's training program approved by the two bargaining committees, who are in the department where such training is provided, and holding a classification designating having had such training, can only be bumped by:

1. Employees passing such training program tests as have already been passed by the employee being bumped, or

2. Employees having served in, and qualifying for, the classification toward which the training program taken by the employee being bumped is directed.

Section 11. Plant bumping

Employees with 1 year or more of plant seniority, who are not able to return to work under section 9 and (or) section 10 of this article, may exercise their bumping privilege immediately, but do not forfeit the privilege for a period of 3 years from date of layoff. Employees who have, at time of layoff, 2 years or more seniority, shall accumulate seniority during periods of layoff for further bumping privileges.

In all cases referred to below, as outlined in (A) through (E), when employees bump, they should bump a job which assures that they can do the job within the allotted time. They should choose jobs comparable to the one that they relinquished, or one for which they are qualified by reason of previous experience.

They may bump a job on which the training time does not exceed the following schedule: For a job bearing the base labor rate, up to 3 days; and for jobs at successively higher rate steps, up to 1 additional day for each such rate step through grade 6, and up to 2 additional days for each such rate step above grade 6.

Employees may bump other employees as follows:

A. Employees who have at time of layoff, 1 year or more, and less than 2 years of plant seniority, may bump a probationary employee. When there are no jobs available in this group, they may bump an employee with less than 6 months plant seniority,

B. Employees with 2 years or more, and less than 8 years plant seniority, may bump a probationary employee. When there are no jobs available in this group, they may bump an employee with less than 1 year plant seniority.

C. Employees with 8 years or more plant seniority, may bump an employee with less than 18 months plant seniority.

D. Employees with 15 years or more of plant seniority, may bump the employee in the plant with the lowest plant seniority holding a job comparable to their highest previously attained rate and classification. . . . The employee bumping must have greater plant seniority than the employee bumped. Subsequent bumps within the department under this provision, shall be made on the basis of departmental seniority, except that the employees who originally bump into the department, shall not, for a period of 6 months, be displaced from their job by the rearrangement of jobs caused by the initial bump, nor any subsequent bumps under the provisions of this paragraph (section 11-D).

An employee with 15 years or more plant seniority who bumps under article II, section 11-D, shall for a 3 year period from the date he enters the department have the option to return to Hourly Personnel and exercise plant bumping rights provided he is removed from the job by a bump or job elimination and is required to accept a job paying more than two rates steps lower in order to stay in the department. If he exercises this option, he will forfeit seniority rights in that department.

If the employee selects to bump down in the department beyond the two rate steps, he then relinquishes this right to return to Hourly Personnel.

E. If provisions of A, B, C, or D above do not afford the employee a job, he shall then be entitled to bump the employee in the entire plant with the lowest plant seniority at work he can do. In such case, the employee retained must have greater plant seniority than the employee bumped.

An employee who is bumped under provisions A, B, C, or E of this section shall be released to the Hourly Personnel Department, unless there wonld be an employee retained in the department who has less plant seniority, and whose job he can do. Except as described in (D) above, subsequent bumps within a department caused by an initial bump on the basis of plant seniority, shall also be on the basis of plant seniority.

F. Upon agreement with the union bargaining committee, the Hourly Personnel Department may temporarily stop further bumping into a particular department, or into a particular job or jobs. This temporary cessation of bumping will only be resorted to in those cases in which there has been excessive bumping, and it becomes necessary to provide adequate training time to permit continuation of the work.

G. Employees engaged in, or who have completed a department's training program approved by the two bargaining committees, who are in the department where such training is provided, and holding a classification designating having had such training, can only be bumped by:

1. Employees passing such training program tests as have already been passed by the employee being bumped or
2. Employees having served in, and qualifying for, the classification toward which the training program taken by the employee being bumped is directed.

Section 12. Plant recall rights

Employees laid off in order of seniority, shall be notified by the Hourly Personnel Department in order of plant seniority, ability to fulfill the duties of the job, and qualifications under essential aptitude tests, of any opening in the plant which has not been filled either by the provisions of section 13, article II, or by recall on the basis of departmental seniority. Employees so notified should immediately make known their decision, and failure to report for work within 5 days shall be considered a refusal of the opening.

When such employees with plant seniority are offered an open job (other than temporary), they may refuse to accept the open job, but they will forfeit their right to further notification, with the exception of a recall to a department in which they hold department seniority on the basis of departmental seniority. However, they may retain their plant seniority for 3 years from date of layoff to secure a job.

If an employee refuses any job of 90 days or more duration in his old department, while he is laid off and not at work in the plant, he shall forfeit all seniority rights. . . .

Section 16. Shut down and recall

During the actual starting up or shutting down of a department, the employees therein shall be recalled or released according to the sequence of operation, rather than follow the principle as outlined in section 1 of this article. However, recalls within a classification shall conform to section 1 of this article insofar as practicable.

The available work in the department during the shutdown shall be distributed as equally as possible among the employees employed therein.

Section 17. Temporary shutdown

During a temporary shutdown, including a partial shutdown of 45 days duration or less, the employees whose jobs are not operating may be:

First: Used on other work normally performed by that department, or

Second: If there is no work available in their department, they may be loaned to other departments which have work available, subject to provisions listed as follows:

> When employees who would be otherwise sent home are loaned to another department having a recall list, the company will, should the period of loan exceed 4 working days, adjust the layoff date of a like number of highest seniority employees to the date of such loan.
>
> In those cases that involve the loaning of employees under these provisions, supervision will give a complete explanation to the stewards of both departments. Any unresolved problems arising from such loans shall be referred to the bargaining committees, or

Third: If there is no work available, they may be sent home.

During these periods, the employees affected cannot exercise either department or plant bumping, unless the shutdown causes the employee to lose 15 working days while in any one department during the term of this agreement, after which he may exercise either department or plant bumping rights, whichever is applicable. However, if work is available and offered, no credit will be allowed toward the accumulation of the 15 days.

Section 18. Loss of seniority

Unless stated otherwise, an employee shall lose both his plant and departmental seniority if . . .

C. He has been laid off for a period of 3 years.

D. He refuses any job of 90 days or more duration in his old department while he is laid off and not at work in the plant.

E. He fails, after being recalled on the basis of departmental seniority, to report for work within 5 consecutive working days after the date stated in his notification to report for work, and during such period fails to notify Hourly Personnel as to the reason for such absence, or if upon giving such notice, the employee does not have an acceptable reason for such absence.

An employee unable to return to work due to a physical disability at the time he is recalled, will be granted additional time to return subject to section 26 of this article.

Section 19. Protection of seniority

To protect his seniority, it is the employee's responsibility to keep the company informed by registered mail of his proper mailing address, or report same in person to the Hourly Personnel Department, his department head, or the Pay Department, and to receive a receipt.

Section 20. Seniority disputes

Any dispute arising over the question of seniority between an employee and the company shall be taken up through regular grievance procedure hereinafter provided.

Section 21. Union committeemen and stewards

A. All members of the collective bargaining committee shall exercise the highest seniority in the plant, and all chief stewards and stewards shall exercise the highest seniority in their respective departments, subject to section 1 of this article. Such preferential seniority, however, can not be used for promotional consideration provided for in sections 13 and 14 of this article, nor can such seniority be used to resist demotion within his department but this preferential seniority can be used to hold a job in his department as long as there is work he can do. Collective bargaining committee members, chief stewards and stewards, shall exercise their respective seniority only during the time they hold such offices in the union, at the expiration of which they shall be returned to their respective departments, at work which they can do in line with their full accumulated departmental seniority. If, at the expiration of the employee's stewardship, he is still holding a job out of line of seniority due to preferential steward seniority, necessary rearrangements, including recalls, will be made in the department to return all employees with departmental seniority to the status they would have had if preferential steward's seniority had not been previously exercised.

B. The union agrees that its recording secretary will provide the manager of labor relations of the Midland Division with an up-to-date list of stewards, chief stewards, and members of the collective bargaining committee, and keep him informed in writing at all times of any changes therein. . . .

Section 23. Layoff notice

The company will, if possible, give at least 48 hours notice prior to the layoff of employees for lack of work.

Section 24. Reduced workweek

For an extended period of reduced employment, employees with less than 1 year plant seniority will be laid off, and thereafter, the workweek for a period of 6 months may be reduced to not less than 32 hours.

Before instituting this provision, agreement must be reached by the bargaining committees. . . .

(11) Miscellaneous . . .

Section 8. Job security and productivity improvement

It is recognized that problems brought about by automation and improvements of all sorts are expected to grow in number and acuteness in the years ahead.

In recognition of these impending problems, the company issued a statement of intent in the area of job security and productivity improvement. The mutual benefits of this statement shall be secured to both parties to this agreement for the duration of this agreement.

Appendix B. Identification of Clauses

Clause number	Employer and union	Expiration date
1	Union Carbide Corp., Chemicals and Plastics, Texas City, Texas Plant. Texas City, Texas. Metal Trades Council.	June 1971
2	McQuay-Norris Manufacturing Co. and American Automotive Products Co. Auto Workers (UAW) (Ind.).	August 1971
3	Philco-Ford Corp., Philadelphia, Pa. Electrical, International (IUE).	April 1973
4	Bucyrus-Erie Co. Steelworkers (USA).	August 1973
5	General Dynamics Corp., Electric Boat Division. Marine Draftsmen's Association (Ind.).	June 1973
6	P. Lorillard Co., Greensboro, N.C. Tobacco (TWIU).	February 1971
7	Cincinnati and Suburban Bell Telephone Co. Communications (CWA).	April 1971
8	Grinnell Corp. Molders (IMAW).	October 1972
9	Carrier Corp., Syracuse, N.Y. Sheet Metal (SMW).	October 1971
10	Olin Mathieson Chemical Corp., Saltville, Va. Works. District 50, Allied and Technical (Ind.).	January 1971
11	Tappan Co., Tappan Division. Independent Stove Workers (Ind.).	February 1974
12	General Motors Corp. Auto Workers (UAW) (Ind.).	September 1973
13	Fieldcrest Mills, Inc. Textile (TWUA).	June 1971
14	Kennecott Copper Corp., Chase Brass and Copper Co., Inc., Metals Works. Auto Workers (UAW) (Ind.).	July 1971
15	New Jersey Bell Telephone Co., Traffic Department. Communications (CWA).	April 1971
16	American Standard, Inc., Westinghouse Air Brake Co., Air Brake Division. Electrical, International (IUE).	October 1972
17	FMC Corp., American Viscose Division. Textile (TWUA).	June 1971
18	E.I. Du Pont De Nemours and Co., Chambers Works. Chemical Workers Association, Inc. (Ind.).	January 1972
19	Square D Co., Industrial Control Division. Electrical, Brotherhood (IBEW).	June 1973
20	Carnation Co. Teamsters (IBT) (Ind.).	December 1971
21	Los Angeles Coat and Suit Manufacturers Association. Garment, Ladies' (ILGWU).	May 1973
22	I/A Massachusetts Shoe Manufacturing Companies. Shoe (USW).	January 1971
23	Tanners Association of Fulton County, Inc. Clothing (ACWA).	December 1972

Clause number	Employer and union	Expiration date
24	Luggage and Leather Goods Manufacturers Association. Leather (LWU).	August 1971
25	National Association of Blouse Manufacturers, Inc., New York. Garment, Ladies' (ILGWU).	May 1973
26	National Shirt and Sportswear Association, Inc. Garment, Ladies' (ILGWU).	May 1973
27	Needle Trades Employers Association, Fall River, Mass. Garment Ladies' (ILGWU).	January 1973
28	Building Maintenance Employers Association, New York. Service (SEIU).	March 1972
29	Pleaters, Stitchers and Embroiderers Association, Inc. Garment, Ladies' (ILGWU).	February 1973
30	Glass Container Manufacturers Institute, Moldmakers Department. Glass, Flint (AFGW).	August 1971
31	I/A Glass, Glazing and Mirror Contractors of Los Angeles and Vicinity. Painters (PAT).	February 1973
32	New York Employing Printers Association, Printers League Section. Printing Pressmen (IPPA).	April 1971
33	California Metal Trades Association, San Francisco Area. Machinists (IAM).	March 1971
34	California Metal Trades Association, Foundry Division. Molders (IMAW).	March 1973
35	Photo-Engravers Board of Trade of New York, Inc., Lithographers (LPIU).	January 1973
36	Lumber Mill Employers Association, Northern California. Teamsters (IBT) (Ind.)	June 1973
37	Kennecott Copper Corp., Utah Copper Division, Bingham Canyon. Steelworkers (USA).	June 1971
38	Browne and Sharpe Manufacturing Co. Machinists (IAM).	October 1971
39	C T S Corp. Auto Workers (UAW) (Ind.).	September 1971
40	National Twist Drill & Tool Co. Auto Workers (UAW) (Ind.).	April 1974
41	Xerox Corp. Clothing (ACWA).	March 1973
42	John H. Swisher & Son, Inc. Cigar (CMIU).	June 1971
43	New York Coat and Suit Association, Inc. Garment, Ladies' (ILGWU).	May 1973
44	New England Apparel Manufacturers Association. Garment, Ladies' (ILGWU).	January 1973
45	Cincinnati Gas and Electric Co. Independent Utilities Union (Ind.).	March 1971
46	Wisconsin Power and Light Co. Electrical, Brotherhood (IBEW).	May 1972
47	Monsanto Chemical Co., Texas City, Texas. Metal Trades Council.	April 1973

Clause number	Employer and union	Expiration date
48	Michigan Consolidated Gas Co. Service (SEIU).	December 1973
49	Gibson Products Corp. Auto Workers (UAW) (Ind.).	November 1971
50	National Lead Co., Titanium Division. Oil, Chemical and Atomic Workers (OCAW).	February 1973
51	United States Pipe and Foundry Co. District 50, Allied and Technical (Ind.).	June 1971
52	Beaunit Corp., Beaunit Fibers Division. Textile, United (UTWA).	March 1971
53	U.S. Industries, Inc., USI Clearing Division. Machinists (IAM).	December 1971
54	Trico Products Corp. Trico Workers Union (Ind.).	June 1971
55	Massachusetts Institute of Technology Research, Development and Technical Employees Union (Ind.).	June 1972
56	Bethlehem Steel Co. Steelworkers (USA).	August 1971
57	Montgomery Ward Co., Inc., Chicago Catalog House. Teamsters (IBT) (Ind.).	August 1971
58	Arrow-Hart and Hegeman Electric Co. Electrical, Brotherhood (IBEW).	May 1973
59	I/A Picture Frame Manufacturing Companies, Chicago. Upholsterers (UIU).	December 1973
60	Western Farmers Association. Meat Cutters (MCBW).	February 1971
61	General Mills, Inc. Grain Millers (AFGM).	March 1972
62	National Lock Co. Auto Workers (UAW) (Ind.).	January 1971
63	Milwaukee and Suburban Transport Corp. Transit (ATU).	March 1972
64	Harley-Davidson Motor Co., Inc. Allied Industrial (AIW).	May 1972
65	Panhandle Eastern Pipe Line Co. Oil, Chemical and Atomic Workers (OCAW).	May 1971
66	Wholesale Grocers Association of Chicago. Teamsters (IBT) (Ind.).	October 1971
67	Upholstered Furniture Manufacturers Association of California. Upholsterers (UIU).	June 1972
68	Sperry Rand Corp., Louisiana Army Ammunition Plant. Machinists (IAM). Plumbers (PPF).	July 1971
69	Piper Aircraft Corp. Machinists (IAM).	October 1971
70	Standard Brands, Inc., Planters Peanuts Division. Retail Clerks (RCIA).	May 1971
71	Lear-Siegler, Inc., Instrument Division. Auto Workers (UAW) (Ind.).	July 1971
72	Montgomery Ward and Co., Inc., Metropolitan District Departments, Fort Worth, Texas Teamsters (IBT) (Ind.).	August 1971
73	Kaiser Aluminum and Chemical Corp., Chalmette, Louisiana. District 50, Allied and Technical (Ind.).	August 1971

Clause number	Employer and union	Expiration date
74	FMC Corp., Link-Belt Division. Steelworkers (USA).	September 1973
75	Hercules Engines, Inc. Auto Workers (UAW) (Ind.).	August 1972
76	General Tire and Rubber Co., Industrial Products Div. Rubber (URW).	June 1973
77	Acme Boot Co., Inc. Rubber (URW).	April 1971
78	Martin-Marietta Corp. Auto Workers (UAW) (Ind.).	November 1972
79	Allen Bradley Co. Electrical, International (IUE).	June 1973
80	Federal Department Stores, Davidson Bros., Inc. Clothing (ACWA).	January 1972
81	Youngstown Hospital Association. Service (SEIU).	November 1971
82	Buffalo Forge Co. Steelworkers (USA).	September 1972
83	GAF Corp., Dyestuff and Chemical Division. Distillery (DRWW).	January 1972
84	Indiana Bell Telephone Co., Plant Department. Communications (CWA).	April 1971
85	Minnesota Mining and Manufacturing Co. Oil, Chemical and Atomic Workers (OCAW).	August 1973
86	General Telephone Co. of Michigan, Traffic Dept. Electrical, Brotherhood (IBEW).	May 1971
87	First National Stores, Inc., Somerville, Mass. Teamsters (IBT) (Ind.).	March 1972
88	I/A Northern New England General Freight Supplement. Teamsters (IBT) (Ind.).	June 1973
89	Fairchild Hiller Corp., Farmingdale, N.Y. Machinists (IAM).	July 1971
90	General Dynamics Corp., Pomona, Calif. Division. Machinists (IAM).	June 1972
91	Wheeling Steel Corp. Steelworkers (USA).	July 1971
92	Packing and Sausage Manufacturers Association of Chicago. Meat Cutters (MCBW).	April 1973
93	Curtiss-Wright Corp., Wood-Ridge, N.J. Facility. Auto Workers (UAW) (Ind.).	October 1971
94	Borg-Warner Corp., Warner Gear Division. Auto Workers (UAW) (Ind.).	March 1974
95	West Bend Co., West Bend Division. Allied Industrial (AIW).	December 1971
96	AMBAC Industries, Inc., American Bosch Divisions. Electrical, International (IUE).	April 1971
97	New England Telephone and Telegraph Co., Traffic Dept. New England Federation of Telephone Traffic Workers (Ind.).	April 1971
98	Avco Corp., Lycoming Division, Williamsport, Pa. Plant. Auto Workers (UAW) (Ind.).	May 1971
99	Philco-Ford Corp., Aeronutronic Division. Auto Workers (UAW) (Ind.).	November 1972
100	E. I. Du Pont De Nemours and Co., Spruance Film Plant. Transparent Film Workers, Inc. (Ind.).	September 1971

Clause number	Employer and union	Expiration date
101	Kelsey-Hayes Co., Jackson, Mich. Allied Industrial (AIW).	January 1971
102	National Distillers and Chemical Corp., Bridgeport Brass Division. Steelworkers (USA).	November 1971
103	Northwestern Steel and Wire Co. Steelworkers (USA).	August 1971
104	National Union Electric Corp., Eureka Williams Div. Machinists (IAM).	January 1973
105	Anaconda American Brass Co., Waterbury, Conn. Auto Workers (UAW) (Ind.).	September 1971
106	General Dynamics Corp., Convair Division, Calif. and Fla. Machinists (IAM).	March 1972
107	Rex Chainbelt, Inc., Milwaukee County Plant. Steelworkers (USA).	April 1973
108	Woodward Iron Co., Lynchburg Foundry Division. Steelworkers (USA).	April 1973
109	Commercial Shearing and Stamping Co. Steelworkers (USA).	September 1971
110	Aldens, Inc. Teamsters (IBT) (Ind.).	January 1972
111	East Ohio Gas Co. Service (SEIU).	June 1971
112	ITT World Communications, Inc. Communications (CWA).	October 1972
113	Narragansett Electric Co. Utility Workers of New England (UWNE) (Ind.).	March 1972
114	Humble Oil and Refining Co. and Enjay Chemical Co. Gulf Coast Industrial Workers (Ind.).	April 1972
115	Greater Cincinnati Milk and Ice Cream Dealers Assn. Directly Affiliated Local Union AFL-CIO.	September 1971
116	Boston Gas Co. District 50, Allied and Technical (Ind.).	January 1972
117	Children's Dress Contractors Association. Garment, Ladies' (ILGWU).	February 1973
118	New York Times Co. Newspaper (ANG).	March 1973
119	New York State Electric and Gas Corp. Electrical, Brotherhood (IBEW).	June 1971
120	St. Regis Paper Co., Forest Products Division. Carpenters (CJA).	July 1972
121	Taylor Forge Co. Forge and Machine Industrial Union (Ind.).	April 1972
122	Publishers' Association of New York City Newspaper and Mail Deliverers (NMD) (Ind.).	March 1973
123	I/A Joint Area Cartage Agreement, Chicago Area. Teamsters (IBT) (Ind.).	March 1973
124	Kennecott Copper Corp., Utah Copper Division, Arthur & Magma. Steelworkers (USA).	June 1971
125	I/A Grocery and Delicatessen Operators, San Francisco County. Retail Clerks (RCIA).	December 1973
126	Graphic Arts Association of Michigan, Inc. Bookbinders (IBB).	July 1972

Clause number	Employer and union	Expiration date
127	Bell Aerospace Corp., Bell Helicopter Co. Division. Auto Workers (UAW) (Ind.).	July 1972
128	C F & I Steel Corp., John A. Roebling's Sons Co. Div. Steelworkers (USA).	July 1971
129	Pneumo Dynamics Corp., Cleveland Pneumatic Co. Aerol Aircraft Employees' Association (Ind.).	May 1973
130	McLouth Steel Corp. Steelworkers (USA).	August 1971
131	New England Telephone and Telegraph Co., Plant and Engineering Departments. International Brotherhood of Telephone Workers (Ind.).	August 1971
132	Western Electric Co. Inc., Installation Organization. Communications (CWA).	April 1971
133	Washington Metal Trades, Inc., Seattle Boilermakers (BBF).	March 1971
	Western Union Telegraph Co. Telegraphers (UTW).	May 1971
135	I/A Detroit Barbershops. Barbers (BHC).	August 1971
136	I/A Twin City Commercial Printers, Minneapolis–St. Paul. Bookbinders (IBB).	September 1971
137	Kimberly-Clark Corp., Niagara Falls Mill. District 50, Allied and Technical (Ind.).	June 1971
138	American Greetings Corp. International Association of Greeting Card Workers (Ind.).	March 1973
139	Monterey Peninsula Association, Monterey, Calif. Hotel (HREU).	July 1971
140	Columbia Broadcasting System, Inc. Electrical, Brotherhood (IBEW).	September 1972
141	Erwin Mills, Inc., Durham, N.C. Textile, United (UTWA).	May 1972
142	Hammermill Paper Co., Erie Division. Papermakers (UPP).	June 1972
143	Hotel Association of New York City, Inc. New York Hotel and Motel Trades Council.	May 1973
144	McDonnell Douglas Corp., Douglas Aircraft Co. and McDonnell Douglas Astronautics Co., Western Division. Machinists (IAM).	September 1971
145	National Blank Book Co. Bookbinders (IBB).	February 1971
146	Buckeye International, Inc., Buckeye Steel Castings Division. Steelworkers (USA).	February 1972
147	Seattle Restaurant Association. Hotel (HREU).	May 1972
148	I/A Central States Area, Over-the-Road Motor Freight Supplement. Teamsters (IBT) (Ind.).	June 1973
149	I/A Markets, Food Handlers Division, Minneapolis, Minn. Meat Cutters (MCBW).	February 1971
	Los Angeles Markets Arbitration Association. Teamsters (IBT) (Ind.).	January 1971
151	Shell Oil Co., Wood River, Ill., Refinery. Seven AFL-CIO and Independent Unions	December 1972

Clause number	Employer and union	Expiration date
152	Crown Cork and Seal Co. Steelworkers (USA).	February 1971
153	C F & I Steel Corp., Colo., Mass., Calif. Steelworkers (USA).	July 1971
154	Green Shoe Manufacturing Co. Boot and Shoe (BSW).	December 1971
155	Johns-Manville Products Corp., Waukegan, Ill. Plant. Chemical (ICW).	March 1971
156	Tecumseh Products Co., Marion, Ohio Division. Auto Workers (UAW) (Ind.).	July 1971
157	Amalgamated Sugar Co. Grain Millers (AFGM).	July 1971
158	Simmons Co. Upholsterers (UIU).	October 1973
159	Stewart-Warner Corp. Electrical, Brotherhood (IBEW).	December 1972
160	Del Monte Corp., Midwest Division. Retail, Wholesale and Department Store Union (RWDSU).	January 1972
161	Georgia Pacific Paper Co., Crossett, Ark. Papermakers (UPP).	June 1972
162	Brown and Williamson Tobacco Corp., Louisville, Ky. Tobacco (TWIU).	March 1971
163	Atlanta Transit System, Inc. Transit (ATU).	June 1972
164	Northwest Mutual Life Insurance Co. Associated Unions (AUA) (Ind.).	April 1972
165	I/A Stevedoring Companies of Hawaii. Longshoremen and Warehousemen (ILWU) (Ind.).	June 1971
166	I/A Independent Merchants Local Chain and Super Markets, St. Louis, Mo., Area. Meat Cutters (MCBW).	January 1972
167	Hughes Aircraft Co., California Carpenters (CJA).	December 1973
168	Pullman, Inc., Pullman-Standard Division. Steelworkers (USA).	October 1971
169	E. I. Du Pont De Nemours and Co., Clinton, Iowa. Film Plant. Transparent Film Workers, Inc. (Ind.).	February 1971
170	Tree Fruits Labor Relations Committee, Inc., Washington State. Teamsters (IBT) (Ind.).	May 1971
171	Union Carbide Corp., Nuclear Division. Atomic Trades and Labor Council.	April 1971
172	Rock Hill Printing and Finishing Co. Textile (TWUA).	April 1972
173	American Can Co., Green Bay Wis., Mill. Papermakers (UPP). Pulp (PSPMW).	April 1971
174	Western Electric Co., Reading, Pa., Plant. Electrical, Brotherhood (IBEW).	August 1971
175	Crouse-Hinds Co. Electrical, Brotherhood (IBEW).	March 1972
176	Public Service Company of Colorado Electrical, Brotherhood (IBEW).	May 1972
177	Southern California Lumber Employees Council. Carpenters (CJA).	June 1972

Clause number	Employer and union	Expiration date
178	I/A Cotton Garment and Allied Industries, Philadelphia, Pa. Clothing (ACWA).	August 1972
179	Hotel Employers Association of San Francisco. Hotel (HREU).	June 1972
180	Bowater Southern Paper Corp. Pulp (PSPMW). Papermakers (UPP). Electrical, Brotherhood (IBEW).	July 1973
181	Page Aircraft Maintenance, Inc. Machinists (IAM).	January 1972
182	Potlatch Forests, Inc., Potlatch, Idaho Woodworkers (IWA).	May 1972
183	San Diego Gas and Electric Co. Electrical, Brotherhood (IBEW).	February 1971
184	Mountain States Employers Council, Denver Retail Grocers. Retail Clerks (RCIA).	October 1973
185	Shell Oil Co., California. Oil, Chemical and Atomic Workers (OCAW).	December 1972
186	Montgomery Mills, Inc. Textile (TWUA).	December 1972
187	Weyenberg Shoe Manufacturing Co. Boot and Shoe (BSW).	December 1972
188	Scott Paper Co., S.D. Warren Division. Pulp (PSPMW). Papermakers (UPP).	May 1973
189	Vare Corp., Valley Mould and Iron Co. Division. Steelworkers (USA).	July 1971
190	Fibreboard Corp. Association of Western Pulp and Paper (Ind.).	March 1971
191	General Telephone Co. of Ohio. Communications (CWA).	April 1971
192	Eaton, Yale and Towne, Inc., Yale Materials Handling Division. Machinists (IAM).	August 1971
193	GTE Lenkurt Electric Co., Inc. Electrical, Brotherhood (IBEW).	April 1974
194	Sealed Power Corp. Auto Workers (UAW) (Ind.).	February 1971
195	American St. Gobain Corp. Glass and Ceramics (UGCW).	April 1972
196	Anaconda Co., Great Falls, Mont. Steelworkers (USA).	June 1971
197	Honeywell Corp., Minneapolis-St. Paul, Minn. Teamsters (IBT) (Ind.).	January 1973
198	National Steel Corp., Great Lakes Steel Division. Steelworkers (USA).	July 1971
199	Armco Steel Corp., Metal Products Division. Steelworkers (USA).	September 1971
200	Leesona Corp. Machinists (IAM).	May 1971
201	Northwest Paper Co. Papermakers (UPP). Pulp (PSPMW). Firemen (IBFO).	June 1971
202	Johns-Manville Products Corp., Manville and Finderne, N.J. Papermakers (UPP).	March 1971

Clause number	Employer and union	Expiration date
203	General Foods Corp., Maxwell House Division. Meat Cutters (MCBW).	March 1973
204	National Acme Co. Mechanics Educational (MESA).	September 1973
205	H.J. Heinz Co., Pittsburgh, Pa., Factory. Meat Cutters (MCBW).	February 1971
206	Anaconda American Brass Co., Kenosha Division. Steelworkers (USA).	September 1971
207	Samsonite Corp. Rubber (URW).	March 1972
208	Thiokol Chemical Corp. Machinists (IAM).	November 1971
209	Whirlpool Corp., St. Paul, Minn. Division. Teamsters (IBT) (Ind.).	July 1973
210	Kirsch Co. Auto Workers (UAW) (Ind.).	June 1971
211	Illinois Power Co. Electrical, Brotherhood (IBEW).	June 1971
212	White Motor Co. Auto Workers (UAW) (Ind.).	March 1971
213	Worthington Corp., Compressor and Engine Division. Steelworkers (USA).	August 1971
214	Kelly-Springfield Tire Co., Tyler, Texas Plant. Rubber (URW).	August 1973
215	Giant Food, Inc. Retail Clerks (RCIA).	July 1971
216	McCord Corp. Machinists (IAM).	September 1973
217	Ekco Teamsters (IBT) (Ind.).	February 1972
218	Bendix Corp., Kansas City, Mo. Division. Machinists (IAM).	August 1972
219	The Babcock and Wilcox Co., Power Generating Division. Boilermakers (BBF).	July 1972
220	Midvale-Heppenstall Co. Directly Affiliated Local Union, AFL-CIO.	September 1971
221	Ravenna Arsenal, Inc. Steelworkers (USA).	September 1973
222	Swift and Co. Meat Cutters (MCBW).	August 1973
223	National Bellas Hess Co. Office (OPEIU).	April 1971
224	Aerojet General Corp., Electronic Division. Machinists (IAM).	August 1971
225	Detroit Edison Co. Utility (UWU).	July 1972
226	United Super Market Association, Michigan. Meat Cutters (MCBW).	August 1973
227	Central Pennsylvania Motor Carriers Conference, Inc., Over-the-Road and Local Motor Freight Supplements. Teamsters (IBT) (Ind.).	March 1973
228	Frank G. Shattuck Co. Hotel (HREU).	September 1972
229	General Electric Co., Ballast Department. Machinists (IAM).	May 1973

Clause number	Employer and union	Expiration date
230	Campbell Soup Co., Napoleon, Ohio. Meat Cutters (MCBW).	January 1971
231	International Harvester Co. Auto Workers (UAW) (Ind.).	October 1973
232	Chesapeake and Potamac Telephone Co. of West Virginia. Communications (CWA).	April 1971
233	Illinois Bell Telephone Co., Commercial, Marketing, Directory, and Public Relations Departments. Commercial Telephone Workers' Union (Ind.).	July 1971
234	TRW, Inc., Tapco Division. Aircraft Workers Alliance, Inc. (Ind.).	October 1973
235	Dayton Tire and Rubber Co. Rubber (URW).	April 1971
236	Whirlpool Corp., St. Joseph, Mo. Division. Machinists (IAM).	May 1973
237	Outboard Marine Corp., Gale Products Division. Machinists (IAM).	January 1971
238	Alabama Pipe Co. and Anniston Foundry Co. Molders (IMAW).	December 1973
239	Hussman Refrigerator Co. District 50, Allied and Technical (Ind.).	April 1974
240	Merck and Co., Inc. Oil, Chemical and Atomic Workers (OCAW).	April 1973
241	Whirlpool Corp., Ft. Smith Division. Allied Industrial (AIW).	September 1971
242	Metropolitan Lithographers' Association. Lithographers (LPIU).	April 1973
243	Western Electric Co., Inc., Buffalo Plant. Communications (CWA).	April 1971
244	FMC Corp., San Jose Divisions. Machinists (IAM).	March 1972
245	Olin Corp., Energy Systems Division, Indiana Army Ammunition Plant. Firemen (IBFO). Chemical (ICW).	October 1972
246	Union Carbide Corp., Chemicals & Plastics Operations Division, So. Charleston, W. Va. Machinists (IAM).	October 1971
247	Avco Corp., Lycoming Division, Stratford, Conn. Plant. Auto Workers (UWA) (Ind.).	April 1973
248	Maremont Corp., New England Division. Textile (TWUA).	September 1972
249	Warwick Electronics, Inc. Electrical, International (IUE).	January 1972
250	Sundstrand Corp. Auto Workers (UAW) (Ind.).	February 1972
251	General Dynamics Corp., Fort Worth, Texas Division. Machinists (IAM).	January 1971
252	Avco Corp., Aerostructures Division. Machinists (IAM).	August 1971
253	Collins Radio Co. Electrical, Brotherhood (IBEW).	October 1971
254	Lockheed Aircraft Service Co. Machinists (IAM).	September 1971

Clause number	Employer and union	Expiration date
255	All Steel Equipment Co., Inc. Boilermakers (BBF).	March 1972
256	Armstrong Cork Co., Lancaster, Pa., Floor Plant. Rubber (URW).	November 1972
257	General Dynamics Corp., Electronic Division. Rochester Independent Workers (Ind.).	February 1973
258	Cerro Corp., Copper and Brass Division. Auto Workers (UAW) (Ind.).	March 1972
259	Union Carbide Corp., Stellite Works Steelworkers (USA).	March 1971
260	Raybestos Manhattan, Inc., Manheim Division. Textile, United (UTWA).	March 1971
261	Jessop Steel Co. Steelworkers (USA).	October 1971
262	Beech Aircraft Co. Machinists (IAM).	July 1972
263	Fruehauf Corp., Fruehauf Trailer Division. Allied Industrial (AIW).	May 1971
264	Reserve Mining Co., Silver Bay Division. Steelworkers (USA).	July 1971
265	Magee Carpet Co. Textile (TWUA).	March 1971
266	A. E. Staley Manufacturing Co. Allied Industrial (AIW).	September 1972
267	Crown Cotton Mills. Textile (TWUA).	April 1971
268	I/A Clay Sewer Pipe Companies, Ohio and Pennsylvania. Brick and Clay (UBCW).	April 1973
269	First National Stores, Inc., Massachusetts. Meat Cutters (MCBW).	September 1972
270	Sperry Rand Corp., Univac Division. Electrical, Brotherhood (IBEW).	May 1973
271	Montgomery Ward Co., Inc., Albany Catalog House. Teamsters (IBT) (Ind.).	August 1971
272	ACF Industries, Carter Carburetor Division. Auto Workers (UAW) (Ind.).	April 1971
273	Aluminum Co. of America Aluminum Trades Council of Vancouver	May 1971
274	Eaton Yale and Towne, Inc., Eaton Saginaw Division. Allied Industrial (AIW).	March 1971
275	PPG Industries, Inc., Glass Division. Glass and Ceramics (UGCW).	February 1972
276	Celanese Corp., Celanese Fibers Division. Textile (TWUA).	June 1971
277	United Parcel Service, Inc., Northern Calif. Teamsters (IBT) (Ind.).	June 1973
278	St. Regis Paper Co., Pensacola Paper Mill. Papermakers (UPP). Pulp (PSPMW). Electrical, Brotherhood (IBEW).	June 1971
279	Auto Specialities Manufacturing Co. Auto Workers (UAW) (Ind.).	March 1971
280	Prestige Structures, Inc. Carpenters (CJA). Plumbers (PPF). Electrical, Brotherhood (IBEW).	September 1972

Clause number	Employer and union	Expiration date
281	Copperweld Steel Co., Steel Bar Division. Steelworkers (USA).	July 1971
282	American Standard, Inc., Westinghouse Air Brake Co., Signal and Communications Division. Electrical, United (UE) (Ind.).	October 1972
283	California Processors, Inc. Teamsters (IBT) (Ind.).	June 1973
284	Chicago Bakery Employers' Council. Bakery (BCW).	April 1971
285	Kennecott Copper Corp., Chase Brass and Copper Co., Inc. Cleveland Mill Division. Machinists (IAM).	September 1971
286	National Lead Co., Titanium Pigment Division. Painters (PAT).	March 1972
287	Mirro Aluminum Co. Steelworkers (USA).	July 1972
288	Frozen Food Employers Association, Northern Calif. Teamsters (IBT) (Ind.).	June 1971
289	Dana Corp., Axle Division. Allied Industrial (AIW).	January 1971
290	Bendix Corp., Electrical Components Division. Machinists (IAM).	October 1971
291	Howmet Corp., Misco and Reactive Metal Products Divisions. Auto Workers (UAW) (Ind.).	March 1972
292	E. I. Du Pont De Nemours and Co., Parlin, N.J. Plant. Chemical (ICW).	August 1972
293	Melville Shoe Corp., J.F. McElwain Division. New Hampshire Shoe Workers Union of Manchester (Ind.).	March 1971
294	Hughes Aircraft Co., Tucson Division. Machinists (IAM).	October 1972
295	Chesapeake and Potomac Telephone Co. of Maryland. Maryland Telephone Union, Inc. (Ind.).	May 1971
296	Universal Manufacturing Corp., Mendenhall, Miss., Plant. Electrical, Brotherhood (IBEW).	February 1972
297	Bell Telephone Co. of Pennsylvania, Traffic Department. Electrical, Brotherhood (IBEW).	August 1971
298	A. G. Spalding and Bros., Inc. Boilermakers (BBF).	August 1972
299	Bituminous Coal Operators Mine (UMW) (Ind.).	September 1971
300	I/A Screen Print and Screen Makers, New York, New Jersey, Connecticut, Pennsylvania, Massachusetts. Textile (TWUA).	October 1972
301	Mason and Hangar - Silas Mason, Inc., Iowa Army Ammunition and Burlington AEC Plants. Machinists (IAM).	September 1972
302	Linton Food Services, Inc. Hotel (HREU).	February 1972

NOTE: All unions are affiliated with the AFL-CIO except those followed by (Ind.).

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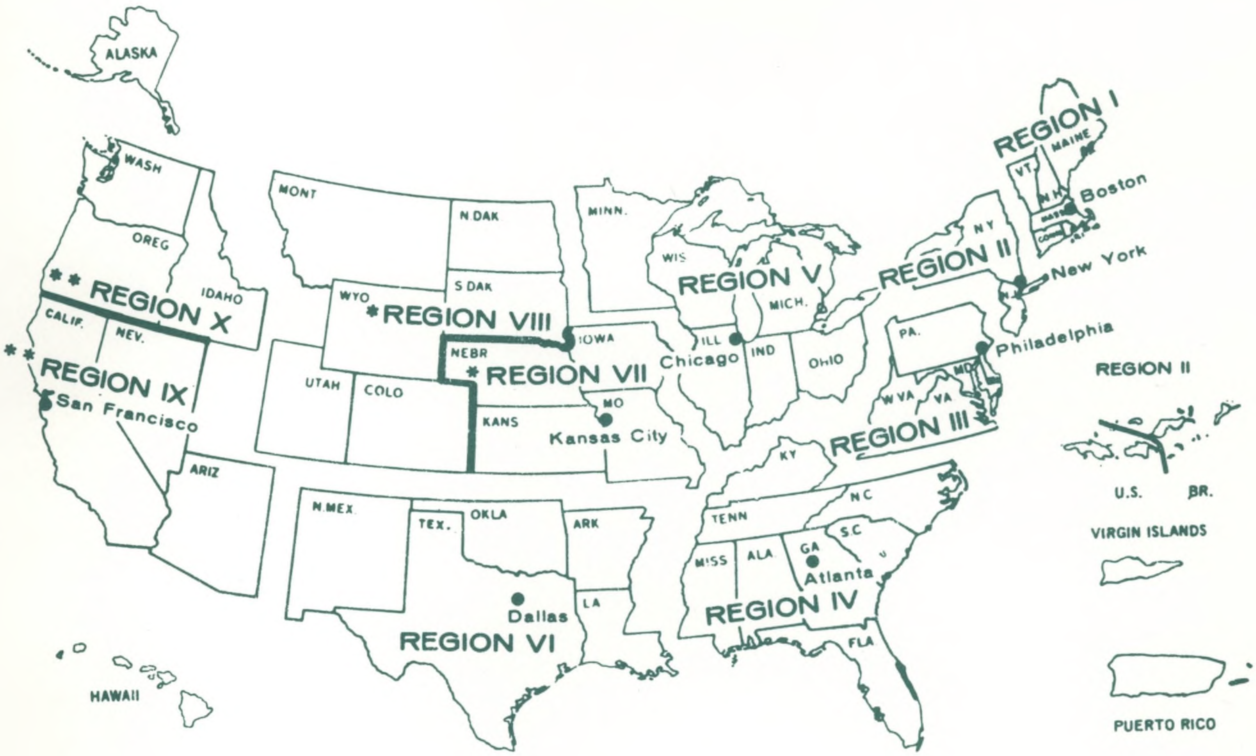

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