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AGREEMENTS

GRIEVANCE  
PROCEDURES

Bulletin No. 1425-1



UNITED STATES DEPARTMENT OF LABOR  
W Willard Wirtz, Secretary

BUREAU OF LABOR STATISTICS  
Ewan Clague, Commissioner



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## Preface

This is the first in a new and comprehensive series of studies surveying the entire scope of the collective bargaining agreement. It is expected that the cycle of studies, which will take several years to complete, will result in the publication of about 30 to 40 separate bulletins.

Although the Bureau of Labor Statistics had been producing a number of agreement studies each year, until this new series was begun the Bureau had not been able to undertake a full-scale analysis of the collective bargaining agreement. The closest approach was made during the period 1946-50, when the so-called Bulletin 908 series was issued. The 19 reports which comprised that series have long been out of print and out of date. The Bulletin 908 series will be remembered essentially as a compilation of significant and varied agreement clauses, accompanied by an analysis of the purpose and background of each category of clauses or issues. The series as a whole proved to be extremely popular and useful in collective bargaining, among arbitrators, in universities, and for government purposes, both at home and abroad.

As planned, the new series will improve upon the old series in several respects. Reflecting the widening scope of collective bargaining, the new series will cover a substantially greater range of subjects and practices, including many never before studied by the Bureau. In addition, the prevalence of practices and their variations will be measured, wherever meaningful and feasible.

Emphasis will be placed on illustrating the variety of ways in which negotiators handle specific problems. Wherever possible, the analysis will cover the trends in particular practices.

The interrelationship of agreement provisions will be emphasized throughout the series. The actual operation and administration of agreement provisions, however, will not be studied systematically.

Agreement clauses quoted will be identified by the company and union signatories and date of agreement expiration. Where desirable, entire sections of selected agreements will be reproduced verbatim in an appendix to illustrate how the clauses fit together.

As planned, virtually all studies in the series will be based on all agreements in the United States covering 1,000 workers or more and available to the Bureau, exclusive of railroad and airline industries and government. These major agreements account for almost half of the coverage of all collective bargaining agreements outside of the railroad and airline industries and government. The studies thus do not reflect practices in small collective bargaining situations or in nonunion companies. All agreements are part of the file of current agreements maintained by the Bureau for public and government use in accordance with section 211 of the Labor Management Relations Act, 1947.

The clauses presented in this bulletin are not intended as model or recommended clauses. The classification and interpretation of clauses, it must be emphasized, reflect the understanding of outsiders and do not necessarily reflect the understanding of the parties who negotiated the clauses.

This bulletin was prepared by Rose T. Selby and Maurice L. Cunningham, under the supervision of Harry P. Cohany, in the Bureau's Division of Industrial and Labor Relations, Joseph W. Bloch, Chief, under the general direction of L. R. Linsenmayer, Assistant Commissioner for Wages and Industrial Relations.

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## Grievance Procedures

### Chapter I. Introduction

The essence of a grievance procedure is to provide a means by which an employee, without jeopardizing his job, can express a complaint about his work or working conditions and obtain a fair hearing through progressively higher levels of management. Under collective bargaining, four important and related features have been added to this concept. First, the collective bargaining contract, while it drastically limits the area of legitimate complaints by establishing the basic conditions of employment and rules for day-to-day administration deemed to be fair by mutual agreement, at the same time may create a source of grievances and disagreements through ambiguities of language and omissions, as do changing circumstances and violations. Second, the union is recognized and accepted as the spokesman for the aggrieved worker, and an inability to agree on a resolution of the issue becomes a dispute between union and management. Third, because an unresolved grievance becomes a union-management dispute, a way ultimately must be found to reach settlements short of a strike or lockout or substitutes for such actions. Final and binding arbitration is the principal means to this end. Fourth, the process of adjusting grievances and grievance disputes is itself defined in the agreement, and, along with other aspects of collective bargaining, tends to become increasingly formal.

In agreements for large companies and large multiemployer situations, with which this study is concerned, the formalization of the grievance process is necessarily extended beyond the degree appropriate for smaller establishments. Agreements as a whole for large undertakings tend to be more complicated; large companies need more rules and more formality to these rules than do small companies; and there are more layers of authority in large companies and associations and in the unions they bargain with through which the final satisfactory settlement may be sought. This study is designed to describe systematically the intricate features of grievance procedures and the manner in which the agreements define the various steps in the procedures.

Virtually all (99 percent) of the 1,717 major agreements studied included a procedure for handling grievances. (See table 1.) In 94 percent of the agreements, arbitration was the terminal point. This spread of formal grievance and arbitration procedures, which represents one of the major accomplishments of postwar collective bargaining, was a rapid development. In 1950-51, grievance provisions were found in 94 percent of 2,850 large and small contracts.<sup>1</sup> Arbitration provisions were found in 89 percent of 1,442 contracts studied in 1952.<sup>2</sup>

The almost universal adoption of grievance procedures and grievance arbitration has given rise to the notion, which appears to be widely held, that strikes or lockouts arising during the term of agreements are universally outlawed. In general, however, in the absence of an absolute ban on strikes and

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<sup>1</sup> See "Grievance Procedures in Union Agreements, 1950-51," Monthly Labor Review, July 1951, p. 36.

<sup>2</sup> See "Arbitration Provisions in Collective Agreements, 1952," Monthly Labor Review, March 1953, p. 261.

Table 1. Grievances Procedure Provisions in Major Collective Bargaining Agreements, by Industry, 1961-62

Industry	Number studied		Number with grievance procedure		Issues subject to grievance procedure								Number without grievance procedure	
					All disputes				Interpretation, application, and violation of agreement					
	No exclusions		Specific issues excluded		No exclusions		Specific issues excluded							
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries -----	1,717	7,438.4	1,697	7,387.7	742	3,517.3	148	331.6	867	3,191.2	240	347.6	20	50.8
Manufacturing--	1,045	4,351.3	1,041	4,343.2	462	1,971.9	35	275.6	511	1,769.2	33	326.5	4	8.2
Ordnance and accessories -----	20	67.5	20	67.5	8	21.5	-	-	12	46.1	-	-	-	-
Food and kindred products -----	118	360.5	117	357.8	57	158.1	2	2.6	56	189.9	2	7.2	1	2.7
Tobacco manufactures -----	12	25.8	12	25.8	8	16.6	-	-	3	3.4	1	5.9	-	-
Textile mill products -----	31	81.2	31	81.2	17	58.7	1	1.0	13	21.5	-	-	-	-
Apparel and other finished products -----	53	456.2	53	456.2	25	177.2	-	-	28	279.0	-	-	-	-
Lumber and wood products, except furniture -----	13	26.1	12	22.6	5	10.2	-	-	7	12.4	-	-	1	3.5
Furniture and fixtures -----	19	33.2	19	33.2	9	17.7	-	-	8	12.1	2	3.5	-	-
Paper and allied products -----	57	125.9	57	125.9	32	63.2	2	5.3	23	57.5	-	-	-	-
Printing, publishing, and allied industries -----	34	70.8	34	70.8	15	30.7	-	-	18	34.8	1	5.3	-	-
Chemicals and allied products -----	53	102.0	53	102.0	30	63.9	2	5.8	21	32.3	-	-	-	-
Petroleum refining and related industries -----	15	49.2	15	49.2	4	11.2	-	-	10	28.5	1	9.6	-	-
Rubber and miscellaneous plastics products -----	29	126.2	29	126.2	17	88.1	-	-	12	38.2	-	-	-	-
Leather and leather products -----	19	66.9	19	66.9	12	53.3	-	-	7	13.7	-	-	-	-
Stone, clay, and glass products -----	41	110.3	41	110.3	24	65.1	1	1.0	16	44.2	-	-	-	-
Primary metal industries -----	113	627.6	113	627.6	35	155.6	13	93.3	49	120.7	16	258.1	-	-
Fabricated metal products -----	52	140.8	52	140.8	18	30.7	1	2.7	31	104.9	2	2.5	-	-
Machinery, except electrical -----	106	310.9	106	310.9	40	115.5	2	4.7	60	182.2	4	8.6	-	-
Electrical machinery, equipment, and supplies -----	105	421.0	103	419.0	38	168.3	7	12.7	56	229.1	2	9.0	2	2.0
Transportation equipment -----	120	1,074.4	120	1,074.4	54	638.5	3	143.5	61	275.4	2	17.0	-	-
Instruments and related products -----	24	53.5	24	53.5	9	19.9	1	3.1	14	30.5	-	-	-	-
Miscellaneous manufacturing industries -----	11	21.9	11	21.9	5	8.5	-	-	6	13.4	-	-	-	-
Nonmanufacturing -----	672	3,087.1	656	3,044.5	280	1,545.4	13	56.0	356	1,422.0	7	21.0	16	42.6
Mining, crude petroleum, and natural gas production -----	18	237.8	18	237.8	8	198.9	3	10.2	5	25.5	2	3.3	-	-
Transportation -----	115	681.1	115	681.1	57	423.7	2	15.5	54	228.8	2	13.1	-	-
Communications -----	80	501.3	79	500.3	56	363.4	-	-	23	136.9	-	-	1	1.0
Utilities: Electric and gas -----	79	195.1	79	195.1	24	75.8	-	-	53	116.4	2	2.9	-	-
Wholesale trade -----	13	25.2	13	25.2	2	2.7	-	-	11	22.5	-	-	-	-
Retail trade -----	106	289.9	105	286.9	32	71.6	1	1.2	71	212.4	1	1.8	1	3.0
Hotels and restaurants -----	37	171.2	35	165.7	14	44.5	-	-	21	121.2	-	-	2	5.5
Services -----	53	177.7	50	173.7	25	104.1	3	4.3	22	65.4	-	-	3	4.0
Construction -----	170	805.1	161	776.0	61	258.1	4	24.9	96	493.0	-	-	9	29.1
Miscellaneous non-manufacturing industries -----	1	2.9	1	2.9	1	2.9	-	-	-	-	-	-	-	-

<sup>1</sup> Includes 5 agreements which were not clear but implied that some issues were excluded.

<sup>2</sup> Includes 2 agreements which just stated that disciplinary disputes were subject to the grievance procedure, implying exclusion of other issues.

<sup>3</sup> Excludes railroad and airline industries and government.

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

lockouts during the term of agreements (about 45 percent of the agreements studied had such provisions), a work stoppage may occur if: (1) No grievance procedure is provided; (2) no final and binding arbitration is provided; (3) certain issues are nonarbitrable; (4) certain issues are excluded from the grievance and arbitration procedure; (5) the contract is deemed to be canceled on particular types of contract violation; (6) noncompliance with decisions and awards is charged; or (7) the grievance machinery breaks down. In addition to describing grievance and arbitration procedures, this study and a companion study of arbitration procedures, referred to later, were designed to reveal the gaps or limitations of these procedures (excluding the last two situations) through which grievances or alleged contract violations can erupt into work stoppages.

### Related Studies in Series

This study focuses on the methods of adjusting disputes over grievances, up to the point of arbitration. A subsequent study of arbitration procedures will necessarily refer back to grievance procedures in defining the scope of arbitration, and will integrate other aspects of arbitration that reflect back on methods of settling disputes prior to arbitration. The arbitration study will also cover restriction on strikes and lockouts during the term of agreements and methods of adjusting jurisdictional disputes.

Other studies planned for this series relate in one way or another to grievance procedures and, in general, to the process of adjusting disputes over conditions of employment. The handling of complaints and appeals in the administration of employee benefit plans (health and insurance, pensions, and supplemental unemployment benefits) will be studied separately. In the same manner, studies of wage administration and rate-setting procedures will touch upon specialized methods of resolving differences. The selection, qualifications, and status of union stewards, grievance representatives, and grievance committees, referred to briefly in this bulletin, will be given more attention in a subsequent study.

### Scope of Study

This study is based on an analysis of 1,717 collective bargaining agreements, each covering 1,000 workers or more, representing almost all agreements of this size in the United States, exclusive of railroad, airline, and government agreements.<sup>3</sup> The 7.4 million workers covered by these agreements accounted for slightly less than half of all workers estimated to be covered by collective bargaining agreements in the United States, exclusive of railroad, airline, and government workers. Manufacturing establishments accounted for 1,045 agreements, covering 4.4 million workers; nonmanufacturing establishments, for 672 agreements applying to 3 million workers. Multiemployer groups negotiated 616 of the 1,717 agreements, covering 3.1 million workers.

All statistical data presented in this report relate to agreements in effect in 1961-62. Virtually all illustrative contract clauses reproduced in this report, however, were excerpted from agreements in effect in 1963-64.

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<sup>3</sup> For its file of agreements maintained under sec. 211 of the Labor Management Relations Act, 1947, the Bureau attempts to obtain copies of all agreements in the United States covering 1,000 workers or more. Railroad and airline agreements, which are filed with the National Mediation Board, are not sought by the Bureau and are thus excluded from all studies of agreement provisions. For a more detailed description of the coverage of major agreements, see Major Union Contracts in the United States, 1961 (BLS Bulletin 1353, 1962).

In order to explore certain procedural and administrative matters in detail, a sample of nearly one-fourth (416) of the 1,717 agreements was analyzed. For this sample, every fourth agreement in each industry was selected, in descending order of worker coverage. Discussion based on this sample rather than all agreements is so identified in this report.

Clauses were selected for quotation in this report to illustrate either the typical procedure or the variety of ways in which negotiators handle a specific problem. Minor editorial changes were made where necessary to enhance clarity and irrelevant parts were omitted where feasible. The clauses are numbered and the agreements from which they have been taken are identified in appendix C. In appendix A, several grievance procedures are reproduced in their entirety to illustrate how the parts fit together in the whole. In appendix B, a variety of complete grievance clauses negotiated by small companies (agreements covering fewer than 150 employees) are presented. None of the clauses quoted in this report is intended to represent a "model" clause.

## Chapter II. The Scope of Grievance Procedures

Procedures for handling disputes arising out of workers' grievances during the term of the contract were provided for in virtually all major agreements. Of the 1,717 contracts examined, covering a total of 7,438,400 workers, only 20, with 50,800 workers, made no reference to a method of settling grievances (table 1). All of these 20 were multiemployer agreements, and in these instances, some formal method of settling grievances may have been in effect at the plant or work level. Nine of the 20 agreements were in the construction industry; most of these 9 provided for a job or shop steward but did not define his duties or refer to processing disputes.

### Definition of Admissible Grievances

In general usage, any complaint of an employee relating to his job, pay, working conditions, or treatment, may be considered a grievance. Use of formal grievance procedures, however, is not necessarily available upon all such complaints. In contract language, a grievance may be defined as any complaint or dispute that a regular employee, group of employees, or the union may submit to a management representative, to seek an adjustment through part or all of the contract grievance procedure. Management complaints were also included in the grievance definition in a few agreements; that is, they were admissible into the formal grievance setup.

Some agreements made allowances for all complaints but did not define a complaint or dispute as a formal grievance at the initial stage, as in the following example:

Section 2. Any employee who believes that he has a justifiable request or complaint shall, with or without the grievance committeeman and/or departmental representative being present, as he may elect, thoroughly discuss the request or complaint with his immediate supervisor . . .

Section 3. Definition of grievance. 'Grievance' as used in this agreement includes any request or complaint which has not been settled as the result of the discussions required by Section 2 . . . (1)

Generally, complaints involving proposed changes or additions to the contract were not subject to the grievance procedure. In some agreements, disputes relating to changes in the contract were explicitly defined as matters for collective bargaining negotiations rather than for grievance settlement:

For the purpose of this agreement the term "grievance" or "complaint" means any dispute between the company and the union, or between the company and any employee concerning the effect, interpretation, application, claim of breach, or violation of this agreement.

Adjustments such as changing hourly rates, hours of employment, or other conditions of employment affecting the terms of this agreement shall be subject to collective bargaining between the parties to this agreement. (2)

Occasionally, agreements explicitly excluded such issues in the following manner:

. . . no request for any change in any of the terms or provisions of this agreement shall constitute a grievance . . . (3)

For purposes of this study, grievance definitions in major collective bargaining agreements were classified either as (1) unrestrictive, in that they expressed or implied that any dispute or complaint could be processed as a grievance, or (2) restrictive, in that they limited the grievance process to disputes arising under or relating to the specific terms of the contract.<sup>4</sup> Some agreements in each category separately excluded one or more specific issues from the grievance process, but such exclusions (discussed later in this chapter) were not set forth as essential limitations of the general grievance definition.

The definition of a grievance within the two broad classifications varied from inferred inclusions to a specific listing of issues which can be presented as grievances. Usually, the degree of formality of the grievance definition matched that of the contract grievance procedure. The less formal definition was often found in multiemployer agreements covering small firms and in single-employer master agreements where a summary of the grievance procedure was sometimes given, with an indication that details were to be negotiated at the local level.

The grievance definition was unrestricted (any and all disputes) in approximately 47 percent of the contracts, extending to 52 percent of the total worker coverage (table 1). In nearly 6 percent, the contracts listed one or more specific issues that were excluded from the grievance procedure.

The unrestricted grievance definition occurred as part of the mechanics of the procedure in many of the less formal grievance procedures, as indicated in the following:

It is agreed that should any dispute arise in any plant of a member of the association that such dispute shall be adjusted with the employer without loss of time. If this is impossible the dispute shall then be referred to the joint arbitration board. . . . (4)

Sometimes a slightly more elaborate grievance definition was given, leaving no doubt that all disputes or complaints qualified as grievances:

Should any difference of opinion, controversy or dispute, arise between the parties hereto, such difference of opinion, controversy or dispute shall constitute a grievance. (5)

Another method of including all disputes within the grievance procedure was to state that any dispute relating to the agreement, plus any differences over wages, hours, and working conditions, would be subject to the grievance process:

Should any differences arise between the company and the union as to the meaning and application of the provisions of this agreement or as to any question relating to the wages, hours of work, and other conditions of employment of any employee, there shall not be any suspension of work on account of such differences, but an earnest effort shall be made to settle them promptly and in accordance with the provisions of this agreement in the manner hereinafter set forth. (6)

Some of the more formal definitions also included a detailed listing of the parties in the bargaining arrangement which have access to the grievance procedure:

For the purposes of this agreement, a "grievance" is defined as any complaint, controversy or dispute concerning a question of fact, by and between the employer and the union, or a member thereof, including but not limited to such questions of fact arising either under or by virtue of the provisions of this agreement and involving the application of such provisions either to the status or to the rights, privileges, powers and/or immunities of the employer and/or of the union, or of a local union or of a member thereof, or of any person or persons employed within the bargaining unit not a member of the union but represented by the union in collective bargaining procedures. (7)

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<sup>4</sup> The scope of a grievance procedure, particularly as it may relate to the arbitrability of a dispute, may in itself be a source of dispute. In classifying the 1,697 grievance procedures covered by this study, the Bureau of Labor Statistics attempted to be consistent, but it obviously cannot claim a knowledge of the intentions of the parties or of the manner in which grievances were actually handled in each situation.

Only disputes arising under or relating to the specific provisions of the agreement were defined as grievances in about 53 percent of the agreements. Approximately 4 percent of these also excluded disputes over one or more specific provisions in the agreement.

Restrictive grievance definitions, like the unrestrictive definitions, varied widely in degree of formality. Sometimes, the agreement simply stated that disputes arising under the agreement would be processed as a grievance. In other agreements the wording was even less precise, as in the use of the general expression, "disputes referring to the contract," in explaining the procedure mechanics:

In case of a dispute arising between a member of the employers' associations and the unions of the metropolitan area, referring to this contract, the chairman of the metropolitan area executive committee shall take the matter up . . . (8)

More often the grievance definition was more specific, using such terms as interpretation, application, compliance, or other synonymous terms, either singularly or in combination, to describe what would constitute a grievance subject to the procedures established. The most frequent definition was a combination worded in the following manner:

In the event that any difference arises between the company and the union, or any employee, concerning the interpretation, application or compliance with the provisions of this agreement, such difference shall be deemed to be a grievance and shall be settled only in accordance with the grievance procedure set forth herein. (9)

By inference, the preceding clause excludes all disputed issues other than those named. Explicit exclusions of issues other than those relating to the agreement were found in some agreements; these stated that the grievance procedure would not be open to any dispute other than those regarding interpretation, etc., of the agreement, or stated that only issues relating to the agreement would be processed, as in this example:

Grievances, within the meaning of the grievance procedure, shall consist only of disputes about wages, hours of work, and working conditions, as provided in this agreement; about the meaning and application of this agreement; and about alleged violations of this agreement. . . . (10)

Sometimes, in defining a grievance, the provisions referred only to violation of or compliance with an agreement. Generally, such terminology was associated with informal procedures where the union was the only party named that could initiate grievances. On the surface, this type of definition might seem more restrictive than one in which disputes over interpretation, application, and/or violations were included, but a union could usually claim violation when the interpretation or application of the agreement was in dispute.

Restrictions on the admissibility of grievances may have been designed, in part, to avoid overloading the grievance mechanism with trivial matters. Such restrictions may also be designed to limit the authority and responsibility of the unions, although differences between restrictive and unrestrictive provisions in this regard may dissolve into differences among unions in the ingenuity they exercise in handling grievances. The ultimate arbitrability of formal grievances is another factor that influences the scope of the grievance provision. In the long run, as the history of labor-management relations demonstrates, any substantial accumulation of grievances not covered by the contract and not admissible into the grievance procedure will very likely work itself out, either in open conflict or in a revision of the contract to accommodate the issue or the type of grievance.

## Exclusions

In approximately 5 percent of the agreements, covering 9 percent of the workers, including substantial numbers in the primary metals and transportation equipment industries, the procedures listed one or more specific issues that were excluded from the grievance process. These excluded issues were generally found in the section of the contract to which the exclusion was applicable, rather than in the definition in the grievance procedure. The direct relationship between such exclusions and the strike/lockout bans of the agreements is discussed in the forthcoming arbitration study.

Including multiple exclusions, the issues excluded and the number of agreements from which they were to be excluded were as follows:

Issues	Agreements
Wage adjustments -----	53
Seniority or promotion -----	5
Employee benefit plans -----	9
Plant administration matters -----	9
Strikes/lockouts -----	9
Other -----	8

Wage Adjustment Issues. Of the 53 agreements that listed wage adjustment exclusions from the grievance process, 39 dealt with wage-rate inequities. Typically, this exclusion read:

No basis shall exist for an employee, whether paid on an incentive or nonincentive basis, to allege that a wage-rate inequity exists and no grievance on behalf of an employee alleging a wage-rate inequity shall be filed or processed during the term of this agreement. (11)

Provisions banning individual wage-rate inequity disputes from the grievance procedure were included in 26 of the 113 primary metals industry agreements studied. The remaining provisions (in 13 agreements) were dispersed among other industries.

Among the 39 agreements, 35 were negotiated by the United Steelworkers of America, including an agreement covering salaried as well as one covering production employees of the United States Steel Corp. In most instances, those exclusions date back to the introduction of job evaluation and classification plans in the steel industry after World War II.<sup>5</sup> In lieu of the previous practice of allowing wage-rate inequity claims to be processed as grievances, the agreements, in most instances, allowed the employee or union the right to challenge and process as a grievance any new rate or classification set up under the wage determination plans of the agreement:

When and if from time to time the company, at its discretion, establishes a new job or changes the job content (requirements of the job as to training, skill, responsibility, effort, and working conditions) of an existing job to the extent of one full job class or more, a new job description and classification for the new or changed job shall be established in accordance with the following procedure:

1. Management will develop a description and classification of the job in accordance with the provisions of the manual. . . .
3. The plant union committee and management shall discuss and determine the accuracy of the job description.

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<sup>5</sup> See "The Wage Rationalization Program in United States Steel," Monthly Labor Review, June 1947, pp. 967-982.

4. If management and the plant union committee are unable to agree upon the description and classification, management shall install the proposed classification, and the standard hourly wage scale rate for the job class to which the job is thus assigned shall apply in accordance with provisions . . . of this section. The plant union committee shall be exclusively responsible for the filing of grievances and may, at any time within 30 days from the date of installation file a grievance with the plant management representative designated by the company alleging that the job is improperly described and/or classified under the provisions of the manual. (12)

Exclusion of portal-to-portal pay disputes was specified in 6 of the 14 remaining wage adjustment exclusions. Five of these were negotiated by the same company:

No claim involving payment for portal-to-portal pay shall be processable under the grievance procedure provided in article—of this contract. (13)

Among the other wage adjustment issues excluded from the grievance procedure were disputes over merit increases in specific occupations or circumstances; or disputes over new or revised job classifications or rates.

Merit increases in the maintenance occupations and battery pilot laboratory experimental and development operators may be granted and the rate ranges for semiskilled jobs, classes 26 and above, may be changed at the discretion of the company. Neither shall be subject to the grievance procedure nor shall merit increases or group ranges be proper subjects for arbitration. (14)

\* \* \*

Individual merit wage progressions within a regularly established wage schedule, but not upon the establishment or rearrangement of such schedule, may be subject to the grievance procedure. . . (15)

\* \* \*

Disputes arising out of the establishment of job classifications and the rates thereof, under article XI, Section 11.7, will not be subject to the grievance procedure or arbitration.

Section 11.7. It is recognized that the company has not established as of the date hereof its full complement of job classifications, and that during the term hereof it will be necessary to establish additional job classifications and rates thereof. As the need arises, the parties will meet and negotiate for this purpose or for the purpose of negotiations when the work in an existing job classification is significantly altered subsequent to the effective date of this agreement. The company may establish temporary classifications and rates pending agreement in negotiations. (16)

Certain disputes over piecework rates were also excluded from one grievance process:

Notwithstanding the foregoing provision, there shall be no basis for a complaint, nor any right to the grievance or arbitration procedure with respect to the piecework rates on any job in the following contingencies:

Where the earnings of any one or more pieceworkers has been affected as a result of any failure of competent and diligent effort in production, slowdown, stoppages, refusal to perform work assigned, quitting, interference with production, concerted efforts, and without being limited by the foregoing, any other type of activity or condition which affects normal and competent production.

Where the identical job or the same type of job was handled previously in the particular plant and the hourly average as a group of the piecework earnings, as such, previously resulting from work on such job by all the piecework employees previously working thereon was not more than 15 percent below their previously established hourly average earnings for piecework, as such, averaged as a group, provided that no different nature or size of materials or different physical conditions of work in the employer's plant on the current job shall justify the drop of more than 15 percent in the current piecework averages as specified in subsection—of this section. (17)

Seniority or Promotion. In five agreements, exclusion pertained to disputes arising out of superseniority for union representatives or promotions to supervisory or other jobs outside the bargaining unit:

. . . In the case of decrease of force, union officers and grievance committeemen shall be given preference. It is understood and agreed that any grievance arising as a result of the above shall not become a grievance matter for the company to settle. (18)

\* \* \*

Management recognizes the value of employee training and experience in selecting supervisory personnel and will continue the practice of giving qualified employees consideration for promotion to foremen, forewomen, and other supervisory assignments. However, promotion to foremen, forewomen, and other positions outside the bargaining unit shall be solely a function of management, and shall not be the basis of a dispute between the company and the union. (19)

Employee Benefit Plans.<sup>6</sup> Some disputes over the administration of, or compliance with, employee benefit plans and granting of leave were excluded. Of the nine procedures making exclusions, some applied to all disputes relating to a particular benefit plan while others applied only to a specific type of dispute:

Controversies arising out of the Retirement Income Program, the Health Insurance Agreement, and the Supplemental Unemployment Benefit Plan shall not be subject to the grievance procedure. (20)

\* \* \*

If an employer fails to make contributions to the welfare fund within 72 hours after the notice of delinquency, the local union shall take whatever steps are necessary to secure compliance with this article, any provisions of this agreement to the contrary notwithstanding, and the employer shall be liable for all costs for collecting the payments due together with attorneys' fees and such penalties which may be assessed by the trustees. The employer's liability for payment hereunder shall not be subject to the grievance procedure or arbitration provided under this agreement. (21)

\* \* \*

The granting of a leave of absence for personal reasons is within the discretion of the personnel department and its decision granting or refusing in whole or part any request for a leave shall not be subject to the grievance procedure. (22)

Plant Administration Disputes. Most of the nine agreements in this category of exclusions referred to some area of "management rights," including methods of production and manufacturing processes:

Section B.

1. Further, the company shall be the exclusive judge of all matters pertaining to the products to be manufactured, the location of plants or operations, production schedules, and the methods, processes, and means of manufacture and materials to be used, including the right to introduce new and improved methods or facilities.

Section. C.

1. The union agrees that the rights of management as set forth in section B of this article are not subject to the grievance procedure. (23)

\* \* \*

The following shall not constitute grievances and shall not be referred to the arbitrator:

- (1) Methods of production and installation of machinery and equipment;
- (2) Processing; . . . (24)

---

<sup>6</sup> See ch. I, p. 3, for reference to later studies of employee benefit plans.

One agreement excluded contracting out of work and another excluded security termination:

The company will give the union at least 90 days' notice of its intention to contract out production or maintenance work then being performed by employees covered by this agreement, if such contracting out of work will result in the layoff of employees covered by this agreement, and will discuss such action with union representatives. Contracting out of work shall not be subject to the grievance procedure or arbitration and in all cases the final decision will be left to the company. (25)

\* \* \*

The discharge or termination of an employee who has been denied access and the placing on leave of absence of an employee as to whom there has been such a delay of notification of clearance of 1 year or more shall not be subject to the grievance and arbitration procedures of this agreement. (26)

Strike/Lockout Disputes. Strike-related issues were excluded from the grievance procedure in nine agreements. Generally, such clauses named disciplinary action or discharge because of participation in an unauthorized strike as excluded issues:

Employees participating in any strike, slowdown, or concerted stoppage of work shall be subject to discharge by the company without recourse to the grievance procedure or arbitration. (27)

\* \* \*

It is understood and agreed that in the event of any unauthorized strike, work stoppage, or interruption of work on the part of any employee during the life of this agreement, the recourse and remedy of the employer in such event may be to impose such disciplinary measures as he sees fit upon the employee involved and such disciplinary action shall not be subject to grievance procedure. (28)

Other Exclusions. Two agreements which did not specifically exclude any issue from the grievance procedure implied exclusions by specifying only disputes over disciplinary actions as grievance subjects. One of these, covering taxicab drivers, provided for handling disputes over discipline, suspension, or discharge; the other, covering retail bakery employees, referred only to discharge disputes. Whether other issues were subject to grievance procedure was not clear.

A grievance committee is hereby established which shall be composed of a representative appointed by the union and a representative appointed by the company. All disputes which may arise concerning the discipline, suspension, or discharge of employees should be referred to the grievance committee. Any employee who is disciplined, suspended, or discharged, shall be afforded an opportunity for hearing before said grievance committee. (29)

\* \* \*

The union and the employer shall meet within 24 hours after notice of intention to dispute the discharge, to discuss the grievance. If the parties do not agree, the matter shall be submitted within 24 hours thereafter to the New York State Board of Mediation for arbitration. (30)

In one agreement, any claim for damages due to contract violation was excluded from the grievance procedure and placed directly in the hands of the arbitrators for settlement.

Five agreements were not precise on what constituted a grievance, implying that some issues were excluded.

### Specific Issues Defined as Grievances

Many agreements supplemented a broadly defined grievance procedure by specifically mentioning in other sections of the agreement the right to raise grievances. These specific mentions were made either to eliminate doubt as to whether the overall definition included such issues, or to emphasize the right to submit complaints to the grievance procedure.

Frequently, the specific inclusions pertained to new or changed operations, or to changed production standards:

If a dispute arises (1) regarding the addition of machines to an operation which have been added after the date of this agreement and which do not conform to past practices for the classification involved, or (2) regarding increased production standards which have been increased after the date of this agreement, the complaint shall be referred to the grievance procedure, beginning with the first step thereof but such dispute shall not be subject to arbitration. (31)

\* \* \*

Any employee who feels his individual rate of pay or the production standard or classification for the job on which he is employed have not been set fairly and correctly in accordance with the plans referred to in section—of this article will have the right to challenge that rate, classification, or production standard under the grievance procedure. (32)

\* \* \*

Any dispute as to whether or not the size or weight of the sling load or the number of men in a gang has been reasonably established in accordance with the specified criteria shall be dealt with in accordance with part—Grievance Machinery. (33)

Procedures for discussion and review of the changes, including trial periods in some instances, were often provided:

In the event of the introduction or installation of new and different production machine equipment or other operations in any of the departments coming under the terms of this agreement which are not already covered by this agreement, or in the event of important operating changes involving machine equipment or other operations which are covered, which result in a substantial change in operations, a meeting shall be held with those members of the Joint Standing Committee and such other representative personnel designated by the union who are directly concerned with the operation, to discuss and review the crew complements, wage rates, and other conditions which are to apply to a trial period of operation which shall not exceed 30 days unless extended by mutual consent. After the trial period the complement of crews, wage rates, and other conditions shall be established by mutual agreement of both parties, and by adding an addendum to this agreement. In case agreement is not reached, the matter shall be referred to the grievance procedure provided in the contract. (34)

\* \* \*

When changes occur in the operations or methods that will substantially affect the workload of any group of employees, the job will be studied immediately prior to the proposed change and standards set up in accordance with the employer's usual procedure. The employer will notify and explain the change to the president or business agent of the local union 7 days before the change becomes effective. If the employees believe that the workload resulting from the changed operation or method exceeds the reasonable working capacity of average or normal operator, the matter may be taken up as a grievance. (35)

Under master agreements, protection against local working conditions which did not conform to the master agreement was provided in some cases, particularly in the steel industry, by specifying that such issues were to be subject to the grievance procedure:

In no case shall local working conditions be effective to deprive any employee of rights under this agreement. Should any employee believe that a local working condition is depriving him of the benefits of this agreement, he shall have recourse to the grievance procedure and arbitration, if necessary, to require that the local working condition be changed or eliminated to provide the benefits established by this agreement. (36)

Possible employee claims over plant closing, a problem in the garment industry, were included in the grievance procedure in some agreements:

All cases involving the interpretation or application of the agreement, and any and all disputes, claims, controversies, complaints and grievances, arising under, out of, or in connection with, or in any manner related to, this agreement, including, but without limitation, any claim against a member of the association arising out of any alleged dissolution or termination of the business of such member prior to the expiration of the term of this agreement, shall be taken up for settlement and adjustment by representatives of the union and the association. Should any such matter not be fully adjusted, it shall be submitted to arbitration. . . . (37)

Complaints that might arise over the exercise of company prerogatives were frequently listed as a specific inclusion:

Complaints or disputes concerning the exercise of any company prerogatives shall constitute a grievance and shall be processed through the grievance procedure. (38)

While some agreements specifically excluded disagreements over employee benefit plans from the grievance process, others specifically included such issues:

It is understood and agreed that this group insurance program is subject to all the terms and conditions of the master contract issued to the employer by the selected insurance carrier. If any difference shall arise between the employer and any employee in regard to the interpretation of this agreement, the same shall be settled under the terms of the grievance procedure of the labor agreement. (39)

Discipline over unauthorized strike action was another area specifically excluded in some agreements and specifically included in others:

. . . In the event the company should take disciplinary action against individuals allegedly engaging in such unauthorized strike or stoppage, the union reserves the right to utilize the machinery of the grievance procedure on behalf of any individual so disciplined. (40)

Unique inclusions were found in some agreements which seemed to indicate that a misunderstanding over the issue had previously occurred. An example follows:

Pay for grievance time—Grievances through step 4 shall be discussed on the time of the company at such times and places as are mutually satisfactory to the company and the union. However, the time used by the employees in taking up grievance matters shall be kept within reasonable limits, which limits may be subject to determination under the grievance procedure. Employees shall be compensated at their regular rates of pay for the time spent as specified above during regularly scheduled shifts. (41)

Disputes over whether certain issues were subject to the grievance procedure were determined by the grievance process in some agreements:

A grievance is defined as a complaint which involves the interpretation or application or compliance with the provisions of this agreement. Any dispute over whether a complaint is subject to these procedures shall be handled as a grievance in accordance with procedures in this agreement. (42)

### Probationary Employees and Apprentices

Where reference was made in the collective bargaining agreement to these two classes of employees, each one's use of the grievance machinery was often defined.

Agreements specifically granting probationary employees recourse to the grievance procedure over discharge disputes were rare. A typical clause states:

The first 21 days worked by each new employee shall constitute a probationary period during which time the employer may dismiss the employee without being subject to the grievance procedure. (43)

When permitted, a minimum service time was usually required:

New employees shall be considered as probationary employees until they have served 3 months continuous employment with the company. Probationary employees do not have seniority during the 3 months' probationary period. At the expiration of the probationary period, such new employees shall acquire seniority from the date of hire. After 1 month of employment, probationary employees may use the first three steps of the grievance procedure except for grievances arising from transfers, discipline, or discharge. Grievances involving probationary employees are not to go to arbitration. (44)

More variation was noted in provisions regarding apprentices. Disputes over the administration of apprenticeship programs were barred from the grievance procedure in some agreements:

No matter respecting the provisions of the apprenticeship program shall be subject to grievance procedure established in this agreement. (45)

Under some agreements, grievances were permitted only if the joint apprentice committee could not settle the dispute:

Should the committee fail to agree, or in case of an appeal from a decision of the committee by either an apprentice or an employer, such matter shall be adjusted in accordance with the grievance procedure under the contract . . . (46)

Under others, only grievances over disciplinary action administered to apprentices were subject to the grievance procedure:

. . . Normal disciplinary matters pertaining to apprentices shall be the sole responsibility of the foreman. Any grievances resulting from such disciplinary action shall be resolved through the grievance procedure. (47)

Some agreements implied for apprentices all the rights of journeymen:

Apprentices shall be given the same protection as journeymen and journeywomen and shall be governed by the same shop rules, working conditions, and hours of labor. (48)

Under supplemental apprenticeship agreements, provision may be made for the handling of grievances by joint apprenticeship committees.

### Union-Management Cooperation in Grievance Handling

A pledge by union and management to utilize the contract grievance machinery often prefaced the grievance provision of the contract. The pledge often included a general statement banning work stoppages during the processing of a grievance:

Should any differences arise between the company and the union as to the meaning and application of the provisions of this agreement or as to any question relating to the wages, hours of work, and other conditions of employment of any employee, there shall not be any suspension of work on account of such differences, but an earnest effort shall be made to settle them promptly and in accordance with the provisions of this agreement in the manner hereinafter set forth. (49)

\* \* \*

Should differences arise between the company and the union or employees as to the meaning and application of the provisions of this agreement, or as to the compliance of either party with any of the obligations under this agreement, or should there be any complaint or grievance by an employee or the union, earnest effort shall be made to present and settle such differences immediately under the following grievance procedure. (50)

Many agreements contained a general statement pledging the cooperation of both parties, including a pledge to expedite the process. In addition, general procedural rules were often included, and, in some agreements, instructions for setting up a detailed grievance manual were outlined.

The company and the union shall cooperate in the prompt disposal of all grievances in an amicable manner. (51)

\* \* \*

The union will cooperate with the company by handling grievances in such a manner that there will be a minimum of interference with normal operations of the company's business. (52)

\* \* \*

All grievances shall be reported to the industrial relations office and receive a serial number. A log by serial number shall be maintained by the industrial relations office indicating the status of all grievances and the disposition of same. This record shall be available to representatives of the company and the union at any time. The company and union will issue monthly a joint summary of all grievances settled during the preceding month and copies made available to the necessary union officials. (53)

\* \* \*

Both parties recognize the desirability of exerting an earnest effort to settle grievances at the earliest possible time. The union agrees to make a careful investigation of a complaint before submitting it under the grievance procedure in order to ascertain whether in its opinion the grievance complaint is reasonably justified under the terms of this agreement and that there is reasonable ground to believe that the claim is true in fact. (54)

\* \* \*

The union and the company, jointly, will prepare a manual on the correct handling of grievance matters for distribution to those handling such matters. This manual, among other things, will cover the following points: (1) Organization of the grievance structure, with emphasis on the persons responsible for handling grievances at each level, the limits of their authority, etc.; (2) recognition of grievances; difference between real grievances and other matters which do not belong in the grievance structure; and (3) steps in processing a real grievance, detailed from the time the grievance originates until it is disposed of at the third level. (55)



### Chapter III. Presentation of Grievances

When a union becomes the exclusive bargaining agent of a group of employees, it is required by law to represent all employees in the bargaining unit. Under such representation, all employees, members and nonmembers alike, have equal rights to have their grievances (as defined in the contract) processed through the grievance machinery specified in the contract.

The constitutions of some unions emphasize the union's responsibility in handling grievances, but in this framework such responsibility applies to union members only:

The international union and the local union to which the member belongs, and each of them, are by him irrevocably designated, authorized, and empowered exclusively to appear and act for him and in his behalf before any board, court, committee, or other tribunal in any matter affecting his status as an employee or as a member of his local union or the international union, and exclusively to act as his agent to represent and bind him in the presentation, prosecution, adjustment, and settlement of all grievances, complaints, or disputes of any kind or character arising out of the employer-employee relationship, as fully and to all intents and purposes as he might or could do if personally present. (56)

\* \* \*

The international union and the local union to which the member belongs shall act exclusively as his agent to represent him in the presentation, maintenance, adjustment, and settlement of all grievances and other matters relating to terms and conditions of employment or arising out of the employer-employee relationship. (57)

As pointed out in chapter I, union participation is a key element in grievance procedures under collective bargaining agreements. However, problems may arise over complaints the union chooses not to process as grievances. Among these are grievances that are without merit, in the union's judgment; those which the union feels it could not win; and disputes in which a choice has to be made between opposing grievances of two employees (e.g., grievances involving seniority). Where such judgment enters, an employee may feel that his grievance has been improperly rejected, or, if accepted, not properly processed, because of bias or discrimination.

If the employee does not receive satisfaction with regard to the handling of his grievance, he has the right under the Labor Management Relations (Taft-Hartley) Act, 1947, should he choose to exercise it, to present his grievance and seek adjustment on his own initiative. Union members also may have recourse through their unions.

The Taft-Hartley Act, to which almost all agreements in this study were subject, sets forth the qualified right of employees to present grievances with or without union participation in these words:

Sec. 9. (a) Representatives designated or selected for the purposes of collective bargaining by the majority of the employees in a unit appropriate for such purposes, shall be the exclusive representatives of all the employees in such unit for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment: Provided, that any individual employee or a group of employees shall have the right at any time to present grievances to their employer and to have such grievances adjusted, without the intervention of the bargaining representative, as long as the adjustment is not inconsistent with the terms of a collective-bargaining contract or agreement then in effect: Provided further, that the bargaining representative has been given opportunity to be present at such adjustment.

Some agreements either stated that the agreement would conform to section 9 (a) of the Labor Management Relations Act or included a clause similar in wording to section 9 (a).

It is understood and agreed that section 9 (a) of the National Labor Relations Act grants to an individual employee or group of employees the right at any time to present grievances to their employer, and that nothing contained in this agreement shall be construed so as to abridge, limit, or restrict that right. (58)

\* \* \*

It is agreed that any individual employee or group of employees shall have the right at any time to present grievances to the employer without the intervention of the union; provided, that any adjustment of grievances so presented shall not be inconsistent with the terms of this agreement, and provided further, that a representative of the union is to be given an opportunity to be present at such adjustment and be informed on the facts pertinent there to. . . (59)

### Initial Presentation

The parties permitted to submit a complaint to the grievance procedure were identified in 395 agreements, more than 9 out of 10 of the 416 examined in detail, as follows. All of those that did not indicate who presented grievances were multiemployer agreements.

Parties identified	Agreements	Workers
Number studied -----	416	2,600,100
Initial presentation by:		
Employee and/or union steward <sup>1</sup> -----	238	1,625,700
Union -----	71	516,000
Steward -----	37	94,300
Employee -----	20	67,400
Business agent -----	15	132,900
Grievance committee -----	11	55,800
Business agent and/or steward -----	3	8,300
Not clear, or varies by local agreement -----	3	4,800
Not indicated -----	18	95,100

<sup>1</sup> Includes 2 agreements which specified the steward, but required the employee's presence; and 8 which specified the employee, but required the union representative's presence.

NOTE: Because of rounding, figures may not equal totals.

Almost two-thirds (238) of the 395 agreements which definitely identified the initiating parties involved both the employee and the union representative. Nearly all of the clauses in this group either allowed the steward, at the employee's option, to accompany the employee; permitted either the aggrieved employee or the union representative or both to present the grievance; required the employee and the union representative to present the grievance; or allowed the employee to accompany the steward on presentation:

The grievance shall first be presented by the aggrieved employee in person, and, if he so desires, in the presence of his department steward to the shift or immediate foreman under whom the employee is working. The department steward shall be given an opportunity to be present at the adjustment of the grievance. . . . (60)

\* \* \*

. . . Should any difference, dispute, or grievance arise between the union and the employer under the provisions of this agreement, it shall be taken up as follows:

(a) Between the employee and/or his union department steward and the department foreman. If the matter is not satisfactorily settled by the close of the next working day, the matter shall be referred to . . . (61)

\* \* \*

The dispute, difference, or grievance shall be taken up by the aggrieved employee, the department steward, and the foreman of the department involved. . . . (62)

\* \* \*

. . . any such employee may . . . report the matter directly to his grievance or assistant grievance committeeman and in such event the grievance or assistant grievance committeeman, if he believes the request or complaint merits discussion, shall take it up with the employee's foreman in a sincere effort to resolve the problem. The employee involved may be present in such discussions, if he so desires. (63)

The few remaining provisions in this group provided either for presentation by the employee or the union representative, but required the presence of both the employee and the union representative, as in the following:

An employee who believes that he has suffered a grievance may, after discussing same with his foreman in the presence of his committeeman, request his committeeman to present the grievance in writing to his foreman. . . . (64)

\* \* \*

Should any differences . . . arise between the employer and the union as to the meaning, application, or operation of this agreement, there shall be an attempt to settle such differences in the following manner:

Step 1. By a conference between a member or members of the shop committee, accompanied by the aggrieved employee in the case of an individual grievance, and the foreman or superintendent of the department . . . (65)

Initial presentation of the grievance by union representatives (including grievance committee), without mention of employee participation, was specified in approximately a third (137) of the provisions. One-half of these provisions just indicated the union in general:

In the event of a dispute, difference, or disagreement between the employer and the union . . . representatives of the employer and the union shall make an honest and sincere effort to adjust the same in an amicable manner. (66)

\* \* \*

Disputes shall first be taken up between the employer and the local union. Failing adjustment by these parties the following procedure shall then apply: (67)

In the other half, a specific representative of the union (steward, business agent, or grievance committee) was identified:

If an employee has a grievance, he shall report it to his district steward, who shall endeavor to adjust such grievance with the foreman designated to handle grievances for that district. (68)

\* \* \*

. . . The craft steward is to receive grievances or disputes from employee members of his craft and shall immediately report them to his business agent or special representative, who shall immediately attempt to adjust said grievance or dispute with the contractor or his representative. (69)

\* \* \*

. . . Whenever the grievance committee determines that it has a justifiable grievance, it shall first discuss the grievance with the staff manager of the aggrieved agent or, in his absence, with the manager of the district in an attempt to settle the grievance. The staff manager or, in his absence, the manager of the district, shall review the grievance not later than the second reporting day following its presentation. (70)

\* \* \*

. . . Any question or controversy arising between the company and the local union shall first be referred for adjustment to the steward and/or the business manager of the local union and the immediate supervisor of the department involved. (71)

Only 20 agreements made provision for initiation by the employee without mentioning the union, as indicated in the following:

. . . Any grievance of an employee shall first be taken up between such employee and his immediate supervisor. (72)

Initial presentation of grievances in the vast majority of single- or multi-plant agreements of a single company involved the employee and the union representative. By contrast, the majority of multiemployer agreements named the union or a union representative as the grievance initiator. However, multiemployer agreements which referred to individual supplements usually did not specify the initiating party; appeal at the association level was often indicated.

Some agreements, in addition to including a clause specifying presentation by the employee and/or steward, included a clause which allowed higher officials of the union to initiate grievances of a general nature or grievances relating to interpretation of the agreement. More information on provisions of this type appears in chapter IV.

Any grievance of a general nature affecting a large group of employees, and which concerns the interpretation, application, or compliance with the provisions of this agreement, shall be considered a policy grievance and shall, at the option of either party, be filed at step 3 of the grievance procedure. Such a grievance shall be initiated by either the president of the union or the industrial relations manager of the company. (73)

Occasionally an agreement would list specific instructions on the presentation of grievances of more than one worker relating to the same issue. Generally, such grievances would be submitted as one grievance by a party or parties appointed by the union:

. . . In the event a grievance is filed by more than one employee on the same issue, the case will be processed collectively as a group of not more than three of the employees involved. . . . (74)

The company, as well as the union and the employee, could initiate a grievance under some agreements:

The grievance procedure shall be available to the union and to the company as well as to the employees. When a complaint originates with the company, it shall follow the same steps as a complaint originating with an employee, the only difference being that the position of the parties in each step of the grievance procedure shall be reversed. (75)

Other agreements also allowed the union to initiate and process employee grievances without action on the part of the employee:

The union and its representatives shall have the right to originate the complaint, in writing, for an individual employee other than through an employee or shop steward and to seek adjustment with the company in the manner provided in this provision. (76)

\* \* \*

In the event the aggrieved employee is absent or the grievance can be considered a violation of any contractual provision, the grievance may be reduced to writing and signed by the steward. (77)

A ban on initiation of grievances by either the company or the union was included in only a few agreements:

Neither the company nor the union shall initiate grievances. (78)

In addition to regulations on who may present the grievance, many agreements included time limit regulations on presentation. These are discussed in the following chapter. Other rules on presentation, such as when the grievance could be presented, or whether it was to be submitted orally or in writing, are also discussed in the following chapter.

In most agreements, once the union took charge of processing the grievance, the right to appeal was vested with the union:

Differences relative to rates of pay, wages, hours of labor or other conditions of employment arising under this agreement or in connection with the interpretation thereof will be handled as follows:

Step 1. The employee will take up the difference with or without his steward, with the section foreman or supervisor who is immediately below the department foreman in charge of his section. An answer will be given as soon as possible, but not to exceed 1 working day.

Step 2. If the difference is not settled in step 1 within 1 working day, it may be presented by the employee and his departmental steward to the department foreman, and will be reduced to writing on company forms, if settlement is not reached in oral discussion. A written answer will be given by the foreman within 1 working day, unless a reasonable extension is mutually agreed upon.

Step 3. If the difference is not settled in step 2 and is considered to be justifiable by the union for further processing, it will be presented, in writing, to a representative who will be designated by the company for that purpose, within 1 week of the foreman's answer, and at least 2 working days prior to the next regularly scheduled meeting. At this meeting, the difference will be discussed with a representative of the division involved and the designated company representative. A written decision will be given by the division representative, within 2 working days, unless a reasonable extension is mutually agreed upon.

Step 4. (a) If the difference is not settled in step 3 and is considered justifiable by the union for further processing, it will be presented, in writing, to the director of industrial relations, within 2 weeks of the reply in step 3, and at least 5 working days prior to the next regularly scheduled meeting. At this meeting, the difference will be discussed with the director of industrial relations and/or other representatives of management. A written decision will be given by the company within 5 working days, unless a reasonable extension is mutually agreed upon. Interpretation of the terms of this agreement will be handled in this step.

Step 4. (b) The union agrees to accept and act promptly upon complaints the company may advance from time to time. Any such complaint will be presented in writing by the director of industrial relations or his representative to the general grievance committee of the union, authorized to adjust differences. The matter will be discussed by the parties at the next regularly scheduled meeting in this step. The union will return its reply in writing within 5 working days unless a reasonable extension is mutually agreed upon.

Step 5. If the difference or complaint is not settled in step 4, it may be referred to the American Arbitration Association for arbitration to be conducted under its voluntary labor arbitration regulations then obtaining. Such reference to arbitration will be made within 60 calendar days after decision in step 4. The parties agree to abide by the award made in connection with any arbitrable difference subject to such regulations as any Federal agency having jurisdiction may impose. There will be no suspension of work while any difference is in process of adjustment or arbitration. (79)

Some agreements, however, have explicitly preserved the right of the employee to request the union to appeal if he was not satisfied.

Procedure as to grievances of employees: All grievances shall be considered in the steps set forth hereinafter. If the grievance is not adjusted satisfactorily under the first or second step and the aggrieved employee requests further consideration of his grievance, such grievance shall be presented by the representative of the union in writing to the supervisor indicated in the successive steps with a copy to the personnel director of the Company. The personnel director shall be responsible for following up such grievance to assure a prompt reply. No claim shall be made for the adjustment of any grievance retroactive to or as of any date beyond 30 days prior to the first filing of such written statement. (80)

In some cases, the employee could independently exercise this right up to a certain level only:

The immediate supervisor shall explore and discuss the employee's stated problem with the steward and/or the employee and shall render a decision within 2 workdays.

A. The employee and/or union steward may appeal to the second step of this procedure . . .

Step 2. If the supervisor's decision is appealed to step 2 . . . department head shall meet promptly with the union president, and render a decision . . .

The union president may appeal such decisions to the third step of this procedure . . . (81)

Although in some agreements no provision was made for the employee to appeal a grievance, he was allowed to be present during part or all of the grievance process:

The employer agrees not to discuss or handle any complaints or grievances with individual employees but to handle complaints through representatives designated by the local unions as set forth below. The employee or employees involved have the right at all times to be present for such discussion if they so desire. (82)

\* \* \*

. . . any employee directly involved in a grievance may appear at any of the steps of the grievance procedure, provided:

(a) In the case of a discharged employee such appearance shall be permitted only at the third step of the grievance procedure and,

(b) In a grievance that involves more than one employee only a representative number of employees not to exceed four may so appear . . . (83)

On the other hand, in some agreements employee participation was limited to presenting the facts, not to adjudicating the complaint:

An employee other than a steward who files a grievance shall not be permitted to participate in any step of the procedure except step 1; provided, however, that if at any step in the grievance procedure either party desires to call the employee filing the grievance to testify regarding the grievance, he shall be called and questioned and excused from the discussions at the conclusion of his testimony before the discussion of grievance proceeds. (84)

\* \* \*

Any aggrieved employee shall have the right to be present at any step in the grievance procedure in the presentation of the facts pertaining to his grievance. (85)

Informal procedures often did not specify whether or not an employee had rights to appeal or to be present during the grievance process:

Differences between the employer and the union as to the application or interpretation of any of the provisions of this agreement, including the question whether an employee has been disciplined or discharged for just cause, shall be settled by the following grievance and arbitration procedure: If such differences are not settled by the employer and the union within 5 working days, then the employer and the union shall each appoint two members to constitute a grievance committee. If the committee of four cannot reach a settlement within 5 working days thereafter, then a fifth person, who shall be designated chairman, shall be appointed by the four. (86)

## Employee Grievance Representatives

Agreements frequently included detailed provisions relating to the grievance representatives designated or appointed to handle grievances. The number and type of grievance representatives were often specified. Details included number and/or proportion of representatives, method of selection, qualifications, duties, and restrictions and privileges.

The grievance representatives at the earlier stages of the grievance procedure were most often employees of the company, although, at times, a business agent or international representative took part in the discussions. (See next section.) The first representative was frequently the shop steward or department steward. The shop steward often handled grievances at successive steps along with the chief steward or other union representatives. Sometimes the shop steward or department steward was included in the union grievance committee, which was frequently used to adjust matters not settled in the early stages. The following clause illustrates the different union representatives serving at successive stages of the grievances procedure:

The company recognizes the following representatives of the union as provided for in this article.

Departmental stewards who will be employees of the company authorized to adjust differences in steps 1 and 2. A general grievance committee consisting of five employees of the company, three from Lodge— and two from Lodge—, who will be authorized to adjust differences with the company in steps 3, 4, and 5. Business representatives of the local union who will be privileged to assist other representatives of the employees in conferences with the company in steps 3, 4, and 5. Representatives of the international union who will be privileged to assist other representatives of the employees in conferences with the company in steps 4 and 5. (87)

\* \* \*

Union representatives shall not handle any grievances arising outside of their respective areas or steps of the grievance procedure, which are defined as follows:

- (1) Stewards: for complaints if requested by employee, or first step, only within their defined geographical areas.
- (2) Committeemen: for second step only within their defined geographical areas.
- (3) Chairman or a member of the shop committee designated by the chairman: for third and fourth step grievances within the bargaining unit, on all shifts. (88)

In addition, some agreements designated the types of grievances various representatives were to handle.

It is understood that the chief stewardess will take care of matters involving piecework, subject to the provisions of the grievance procedure article. . . . It is understood that the president will concern himself with interpretations of the contract, seniority disputes, discharges, and other matters of general administration of union business. (89)

The number of grievance representatives was determined by various methods. Some agreements simply specified an upper limit, or designated the union representatives.

Employees shall be represented by a negotiating grievance committee of not more than 12 members and not less than 6 members, who shall be selected by the union on the basis of an apportionment of committeemen which may be changed from time to time by mutual agreement to provide proper representation (as of the effective date of this agreement, it is mutually agreed that the negotiating committee is composed of 8 members.) The president of the union shall serve as an additional member of the negotiating committee. (90)

\* \* \*

The recognized union representative shall consist of the following:

- a. Four plant officers:  
Chairman.  
Vice chairman.  
Financial secretary.  
Recording secretary.
- b. Five members of the executive board.
- c. Committeemen for the transmission and axle division not to exceed four:  
Two committeemen for production employees.  
One committeeman for nonproduction employees.  
One committeeman for skilled trades employees.  
Alternates as provided for herein.
- d. Committeemen for the Forge Division not to exceed three:  
One committeeman for production employees.  
One committeeman for nonproduction employees.  
One committeeman for skilled trades employees.  
Alternates as provided for herein.
- e. Stewards: One steward for every 50 employees. (91)

\* \* \*

The union shall be represented in each bargaining unit as follows:

In the ratio of not to exceed 1 district committeeman for each 250 employees covered by this agreement except that in plants of 500 employees or less there may be 3 committeemen; in plants of 500 to 1,000 employees, there may be 5 committeemen; in plants of 1,000 to 1,500, there may be 7 committeemen. Any deviation from these rules to cover special conditions in any plant will be negotiated between the corporation and the international officers of the union. (92)

In very large plants, agreements sometimes provided for grievance committees for each department, in addition to plantwide grievance committees. In the national General Motors agreement, which provided for district committeemen for subdivisions within the plant, and shop committeemen on a plantwide basis, the union had the option of adjusting the ratio of district committeemen to shop committeemen-at-large in plants with employment under 1,500:

The shop committees in the plants covered hereby shall be as follows, except in plants up to 1,500 employees the union has the option of selecting plan A or plan B:

Employment in plant	Number of districts in plant	Shop committee consists of—		
		District committeemen	Shop committeemen-at-large	Total shop committeemen
Up to 500 -----	{ Plan A -----	3	0	3
	{ Plan B -----	2	1	3
500 to 1,000 -----	{ Plan A -----	5	0	5
	{ Plan B -----	4	1	5
1,000 to 1,500 ---	{ Plan A -----	7	0	7
	{ Plan B -----	6	1	7
1,500 to 2,500 -----	6 to 10	5	2	7
2,500 to 3,500 -----	10 to 14	4	3	7
3,500 to 5,000 -----	14 to 20	3	4	7
5,000 to 9,250 -----	20 to 37	0	7	7
9,251 to 11,750 -----	38 to 47	0	9	9
11,751 and over -----	48 and over	0	11	11

(93)

Union representatives were either appointed by the local union or elected by the employees in the unit. Some agreements provided for the option of either election or appointment.

Stewards shall be selected by the union and shall represent the employees within their respective zones. The employees who work on a shift other than the shift on which their regular steward works shall be represented by the nearest available steward working on the same shift when the regular steward cannot be contacted by the employees. Time spent by a steward shall be charged against his allowed time. The zones shall be designated in such a manner as to divide the employees equally among the zones insofar as may be possible. (94)

\* \* \*

Each bargaining unit will be districted by agreement between the local plant management and the shop committee so that, insofar as practicable, each district on each shift shall contain approximately 250 employees. Each committeeman shall have a definitely defined district. The members of the union in each such district shall select a committeeman who is working in that district to represent the employees in that district. An alternate district committeeman in each district, whose duties shall be the same as those of the regular district committeeman for that district while he is absent from the plant, may be selected by the members of the union. Plants shall be redistricted not more frequently than at 6-month intervals, upon request of either the plant management or shop committee. (95)

\* \* \*

The employees may, if they desire, select from among themselves one member to act as steward on the job. He shall be under the jurisdiction of the arbitrators and he shall be subject to the same terms of employment as any other employee. In the event the members do not desire to select one of their members as steward, then either the president or the business agent of the union shall appoint one of the employees as steward. (96)

Qualifications of union representatives, when specified, were most commonly phrased to require that shop stewards or other grievance representatives be employees of the company. In some instances, a minimum length of service was to be required. It was sometimes required that representatives be regular employees of the company or of the group they represented, be competent journeymen, etc.

Only regular employees of the company, employed in the respective work groups they represent, shall be designated as stewards, chief stewards, or members of the joint union board. (97)

\* \* \*

Only employees who have seniority shall be eligible to hold the offices of stewards and committeemen of the local union. (98)

\* \* \*

A steward shall be a working employee, appointed by the business manager, who shall in addition to his work as journeyman be permitted to perform during working hours such of his union duties as cannot be performed at other times . . .

That stewards are expected to be competent journeymen and to do the normal amount of work required of other journeymen, with the exception of a reasonable amount of time to perform his proper duties. . . . (99)

\* \* \*

No person shall be eligible to serve as steward or grievance committeeman or their alternate except an employee in the bargaining unit who has acquired seniority status, provided, however, that in the event a new department is created within a bargaining unit covered hereby and a majority of the employees in such department are probationary employees, this provision will be waived for said department. (100)

The duties of grievance representatives, which include investigation of complaints, examination of records, and representation at hearings, were sometimes included in the agreement:

Job Steward. There shall be a steward on each job who shall be appointed by the business representative or elected by the men on the job. He shall keep a record of the workers laid off and discharged; and take up all grievances on the job and try to have the same adjusted, and in the event he cannot adjust them, he must promptly report that fact to the business representative. . . . (101)

\* \* \*

A steward, upon oral application to and permission from his supervisor, shall be permitted to devote necessary time during his working hours without loss of pay:

- (1) To investigate or process a grievance or dispute in his assigned area at the request of an employee or to investigate or process a grievance or alleged violation of the agreement in his area.
- (2) To confer with the chief steward with regard to an alleged grievance or dispute . . .
- (3) Upon request from the union to the company to attend meetings between the company's industrial relations department and the grievance committee, where he is involved. (102)

Generally, grievance representatives were permitted to leave their regular work to investigate and process grievances, subject to various restrictions. Common restrictions included those which concerned keeping records of time spent, as well as setting the maximum time which could be devoted to grievance handling. Other restrictions dealt with notification to and permission of the foreman, especially when it was necessary to leave the work area. A few agreements specifically prohibited representatives from soliciting grievances.

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

	Hours		
	Monday through Friday	Saturday	Sunday
District committeemen	15	3	3
Shop committeemen in plants of 5,000 employees or less	30	6	6
Shop committeemen in plants of over 5,000 employees	35	7	7

(103)

\* \* \*

No union representative shall engage in union activity during his working hours unless he is clocked out on union activity time, regardless of the length of time involved. (104)

\* \* \*

When it is necessary for union representatives to cease work or leave their place of work for the purpose of investigation and adjustment of grievances or disputes, they shall report to their foreman and get an authorization card which shall be returned to the foreman upon resuming work. (105)

\* \* \*

Grievance Solicitation. No union representatives, union stewards, or grievance committeemen may solicit grievances but may receive, discuss, and handle grievances (as provided in this article) on the premises of the project during working hours except where any such activities unreasonably interfere with their work. . . . (106)

\* \* \*

No member of any committee shall have the right or authority to talk or discuss any case with management unless he is accompanied by a majority of the committee handling the case involved. (107)

In many agreements special privileges and protection were afforded to grievance representatives. Superseniority, whereby a grievance representative is placed at the top of the seniority list and is thus the last person to be laid off, will be discussed in more detail in a later bulletin on seniority. Superseniority has the effect of protecting the job status of union representatives, and

insures continuity of grievance work by experienced representatives. Other privileges and protection afforded union representatives included consultation with the union before layoff or discharge of grievance representatives, company pledges of no discrimination, and permission to work overtime when employees under their jurisdiction work overtime in order to provide representation.

Super Seniority for Layoff. For the purpose of applying layoff procedures, the following employees shall be deemed to have top seniority: president, three vice presidents (not more than one at each facility), secretary-treasurer, four directors, chief steward, and senior stewards of the union. This seniority shall be determined by rank, regardless of job family, for the officers; by seniority, regardless of job family, for the directors; and seniority by job family for the chief steward and senior stewards. Further, officers shall be deemed to have seniority over directors and the chief steward and senior stewards, and directors over the chief steward and senior stewards, and the chief steward over the senior stewards. This super seniority shall apply only to employees with 18 months or more of seniority. (108)

\* \* \*

. . . the steward shall not be laid off or discharged without a prior conference with the business representative. (109)

\* \* \*

The union shall be entitled to one department committeeman in each department of each plant who shall have preferential seniority in his respective department of the company plants providing he has at least 2-years' seniority. The total of such departmental committeemen entitled to preferential seniority shall not exceed one for each foreman.

Members of the negotiating committee and plant stewards shall have preferential seniority in their respective plants. Plant stewards shall have seniority precedence over departmental committeemen. Negotiating committee members shall have seniority precedence over plant stewards. (110)

\* \* \*

The shop steward shall make himself known as such to the employer. No shop steward shall be laid off because he performs his union duties as shop steward and shall, whenever practical, be retained on the job as long as there is work he is capable of performing. In the event that the shop steward is laid off, a representative of local union—may investigate the reason for such layoff. If, in his opinion, the layoff was in violation of this section, then, as provided in section—hereof, the matter may be referred to the joint conference board for a decision. Should the joint conference board find in favor of the shop steward, he shall be paid for all time lost by him due to the dispute. (111)

\* \* \*

The employer will not in any way discriminate against any shop steward or committeeman for presenting any complaint, dispute, or grievance to their foreman or department head or to the personnel department in the manner provided for in this agreement.

The union shall advise the employer of the name or names of shop stewards currently elected or appointed. The full grievance procedure as set herein shall be available to any union which feels that its shop stewards have been discriminated against. (112)

\* \* \*

The parties agree there shall be no discrimination, interference, restraint, or coercion by either party, or by an agent or representative of either party against any employee for union activities. The employer will not discriminate against any employee selected to serve as shop steward. (113)

\* \* \*

The company agrees that the workmen's committeemen shall not be hindered, coerced, restrained, or interfered with in any way in the performance of their duties, or investigating and presenting adjustments or disputes as provided in this article. The union understands and agrees that each workmen's committeeman is employed to perform full-time work for the company, and that he will not leave his work during working hours except to perform his duties under this agreement. It is further understood and agreed by the parties hereto that each will cooperate with the other in reducing to a minimum the actual time spent by the workmen's committeemen in the performance of their duties under this agreement. (114)

Some agreements gave union representatives an offer of work which they were capable of performing, regardless of seniority, when their regular work was not available. This is illustrated in the following excerpt from the General Motors-UAW agreement:

#### EMPLOYMENT OF COMMITTEEMEN

For the purposes of representation in handling grievances as provided herein, committeemen will be offered work, regardless of seniority, on jobs that are operating which they can do and shall be paid their regular rate of pay for such work. When committeemen are employed during other than the regular hours of their jobs as provided herein, the committeeman shall handle only current grievances arising during the period of such hours.

	District committeemen	Alternate committeemen	Members of shop committee		
			Who are also district committeemen	Who are not district committeemen	Chairmen of shop committees who are chosen at large
Regular hours of their jobs	All	All	All	All	All
Overtime of their respective jobs	All	All	All	All	All
When their regular jobs are not working but there are 10 or more employees covered by this agreement working in their districts or zones on work they can do on their respective shifts, including Saturday, Sunday, and holiday overtime.	On another job in their respective districts they can do that is operating (C).	On another job in their respective districts they can do if the committeeman cannot do a job that is operating, or the district committeeman is absent (A) (C).	On another job in their respective districts (or their group of districts) they can do that is operating (C).	On another job in their respective zones they can do that is operating (C).	On another job he can do that is operating, when 10 or more employees covered by this agreement are working in the plant (C).
Part-time operations, excluding Saturday, Sunday, and holiday overtime, when there is no work in their districts or zones on their shifts they can do.	None	None	In other districts on work they can do anywhere else in the plant on their shifts (B) (C).		
When their districts or zones are shut down for model change, inventory, or plant rearrangement.	As long as there are any employees that they represent, working in their respective districts (C).		In other districts on work they can do anywhere else in the plant on their regular or another shift (B) (C).		

(A) If the district committeeman has been advised to work and fails to inform the management that he will not be at work, there is no responsibility on the management to call the alternate committeeman.

(B) This will not require the transfer of such committeemen between buildings where such practice does not currently prevail, except by local agreement. When members of the shop committee are temporarily transferred out of their districts, or to another shift, they will not function as district committeemen.

(C) Except on continuous 7-day operations or operations manned by rotating or alternating shifts. (115)

At higher steps in the grievance procedure, many agreements provided for grievance committees. These committees may or may not employ some or all of the grievance representatives previously used. In some agreements special committees were used for special issues. (A more detailed analysis of all types of plant committees will be presented in a later bulletin.)

. . . If no satisfactory settlement of the complaint is reached in step 1 then the employee . . . shall . . . present same in writing . . . to his steward for investigation and disposition . . . the steward shall request a meeting of his grievance committee . . . with the proper company department head . . .

There shall be a grievance committee of the union for each operating unit or branch of the company.

It shall consist of not less than three nor more than seven members of the union. They shall be chosen from the various classifications in such operating unit or branch of the company. (116)

\* \* \*

#### COMPANY GRIEVANCE COMMITTEE

The company shall appoint a committee of seven men for the consideration of complaints and grievances of a general nature arising hereunder, which shall be known as the company committee and shall be composed of men in strictly executive or supervisory positions.

#### UNION GRIEVANCE COMMITTEE

The union shall select a committee of seven men from the membership for the purpose of handling complaints and grievances of a general nature arising hereunder which shall be known as the union committee and shall be composed of employees who are members of the union and who have been in the employ of the company for at least 2 years preceding their appointment.

The union reserves the right to appoint a full-time business agent at any time to serve in conjunction with the union committee, or to call a representative of the international union in on any case at any time. . . .

Step III. If no settlement is arrived at in step II, the mill personnel man shall promptly arrange for a meeting between the aggrieved employee, the shop steward, the chief plant steward, the business agent of the local union and any two members of the union committee with the plant manager, the plant superintendent, a staff member of the industrial relations department and the mill personnel man . . .

Step IV. If no settlement is arrived at in step III, the staff member of the industrial relations department shall arrange for a meeting between the union committee, and international representative of the union and a representative of the company's top management designated for the purpose . . . (117)

\* \* \*

Step 4. Grievance committee meeting: If the review at the third step does not result in satisfactory adjustment . . . the grievance may be placed on the agenda of the next meeting of the grievance committee . . . The grievance committee will include the steward of the grievant or an alternate steward designated by the union. (118)

\* \* \*

If job evaluation grievance is not settled in step 3, it shall then be referred to the job evaluation review committee . . . A job evaluation review committee shall be established and shall be composed of six members, three to be selected by the international union from the members covered by this contract, and three members of management to be selected by the company. An international representative of the union and one additional member of management may participate in the deliberation of the committee ex-officio. The committee shall meet on a semiannual basis to review grievances referred to it and may meet more often if the volume of grievances filed requires additional meetings. The committee shall be established by September 1, 1960, and shall not begin to operate until 6 months' training of members has been completed. (119)

Industry Committee. It is agreed that a industry committee consisting of three representatives of the employers and three representatives of the union shall be set up for the purpose of adjusting any disputes or controversies that may arise between the parties hereto. In the event a grievance cannot be settled in accordance with article—, said grievance shall be submitted to the industry committee.

It is further agreed that in the event the dispute or controversy cannot be settled by a majority vote in said committee, it will then be submitted to arbitration as provided in the arbitration article of this agreement. (120)

\* \* \*

Grievances shall be settled in the following manner . . .

1. Efforts to settle by company and local union representatives.

2. Failing local efforts, grievances shall be reduced to writing and submitted to the central adjustment board . . . A central adjustment board is hereby established consisting of a maximum of eight and a minimum of four with equal representation designated by the employer and the union. The board will attempt to settle all grievances properly presented. No member of the central adjustment board may act on cases involving his own company or local union. (121)

Many agreements provided for time off with pay for grievance activities. Provision for full or partial pay by the company for time spent by some or all grievance representatives in grievance work was made in slightly more than two-fifths of 1,631 agreements studied by the Bureau in 1959.<sup>7</sup> Paid time was usually limited to the employee's working hours, either by a specific statement or by providing for time off with no loss of pay:

Grievances may be taken up during working hours and the employees who are official union representatives shall be compensated by the employer at their regular rates of pay for time properly spent in the taking up of grievances. Such pay shall be limited in the case of stewards to 4 hours per week per steward. The number of grievance committee members and the maximum hours per week allowed for grievance committee activities shall be one member and 25 hours when the number of employees in all units represented by local— is 499 or less; two members and 45 hours when the number of said employees is between 500 and 1,199 inclusive; and for each additional 1,000 employees, there shall be one added grievance committee member, and an added 20 hours allowed time. The hours herein provided for the members of the grievance committee shall be exclusive of the pay they may be otherwise entitled to, such as stewards' pay, etc.

The president of local—shall receive up to a maximum of 10 hours per week. (122)

\* \* \*

Time spent by shop stewards, employee members of the union-company labor relations committee and employees in discussing grievances with supervision and attendance at committee meetings will be paid at regular straight time for any time spent except when an overtime day applies. This shall include investigation of any specific grievance which requires the observation of a job or the interrogation of an employee when such can properly and reasonably be conducted only during working hours.

Only in cases of extreme emergencies will the investigation of grievances or committee meetings be conducted on overtime days. Time spent by the president of the union in union-company labor relations committee meetings will not be paid for by the company. (123)

\* \* \*

Officers or representatives of the local union who are employees of the company will be afforded time off from their work to assist in the work of industrial relations committee or executive affairs of the union, as may be required, . . . All conferences between these representatives and the plant management which must be held at the plant during regular working hours shall be without loss of earnings to any employee. (124)

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<sup>7</sup> See Collective Bargaining Clauses: Company Pay for Time Spent on Union Business (BLS Bulletin 1266, 1959).

Some agreements limited time off with pay to meetings called by or conducted with management, and others gave time off without pay:

In order to conform with the spirit of the law, conferences with management representatives or special committee meetings held with management shall not cause the employees or the union representatives who attended these meetings any deductions from their pay. (125)

\* \* \*

It is further understood that, when possible, local union grievance committee meetings shall be held outside of working hours, but that when they are held during working hours the company shall not be required to pay for time lost in attending such meetings, unless such meetings are called by the company. (126)

\* \* \*

Members of the grievance committee shall be afforded the necessary time off without pay as may be required to attend regularly scheduled and emergency grievance meetings. (127)

### Participation of Union Officials

When an unresolved dispute moves beyond the early stages of a grievance procedure, unions generally want to bring in higher level representatives who are not employees of the company to deal with higher levels of management. These outside representatives are usually full-time union employees or officials—e. g., the local union business agent, the local union president, a joint committee or board, regional or international union representatives, or even, in some cases, officers of the international. The vast majority of agreements made provision for such participation.

Typically, the clauses specified at which step of the procedure outside representatives were permitted to participate:

The business agent of the union, or other authorized union representative, will be recognized to assist in the settlement of grievances which have been referred to step III. (128)

\* \* \*

It is understood that an international representative of the union may be present on the union's behalf during step 4 and onward. (129)

In association agreements negotiated by joint boards, departments, other regional bodies, or international unions, representatives of these organizations usually participated in the grievance proceedings:

. . . All complaints, disputes, or grievances arising between the parties hereto relating to this agreement or involving questions of interpretation or application of any clause of this agreement, or any acts, conduct, or relations between the parties and/or between members of the association and the union, or any of its affiliates or any of the workers who are engaged in any of the crafts covered by this agreement, directly or indirectly, shall be submitted in writing by the union to the association or by the association to the union, as the case may be, depending upon who the aggrieved party is, and the manager of the association and the manager of the union [joint board], or their deputies, shall, in the first instance, jointly investigate such complaints, disputes, or grievances and attempt an adjustment. Decisions reached by the managers of their deputies shall be binding on the parties thereto . . . (130)

\* \* \*

All cases involving the interpretation or application of this agreement, and any and all disputes, claims, controversies, complaints, and grievances whatsoever between the association or any of its members and the union or any of its members, arising under, out of, or in connection with, or in any manner related to this agreement, including, but without limitation, any claim against a member of the association arising out of any alleged dissolution or termination of the business of such member prior to the expiration of the term of this agreement, shall be taken up for settlement and adjustment by representatives of the [International] union and the association. Should any such matter not be fully adjusted, it shall be submitted to arbitration. (131)

Under a few agreements, outside union representatives could handle grievances at all steps. One of these agreements left the choice of union representative to the grievant:

In the event that a grievance or dispute should arise, the grievance or dispute shall be dealt with in the following manner:

- First Step. (a) The employee may present his grievance either to company field supervision, to a union business representative, or to a union steward.
- (b) If the employee presents his grievance to the steward, the steward may take the matter up with either company supervision or with union business representatives.

Second Step. If the grievance is not settled in the first step, the union business representative shall meet with company store supervision and attempt to settle the grievance. . . . (132)

Limitations were placed on the number of outside participants permitted in some agreements.

At the request of the local union, not more than two international union representatives shall be permitted to participate in discussions of grievances at top management level, unless mutually agreed to. (133)

Access to the plant to investigate grievances and interview workers on the job was granted to outside union representatives in many agreements. In most instances, access was permitted at any time.

The company shall not impose regulations which will exclude the district representative or an international representative of the union from any plant of the company. Such representative will be permitted to visit and enter any plant of the company, at any time, on legitimate business, provided said representative complies with company rules as to entry on company property. (134)

\* \* \*

A representative of either party to this agreement shall be allowed to visit all jobs during working hours to interview the steward or men working on the job and members of both organizations shall respect them as such. (135)

A few agreements allowed outside representatives access only after earlier grievance steps resulted in disagreement:

In cases where it is deemed necessary by the local union, an international representative of the union shall be granted access to the plant, as hereinafter set forth, for the purpose of investigating a grievance which has not been satisfactorily disposed of at the third step of the grievance procedure described in this agreement, provided such visit does not conflict with any government regulation. (136)

In disputes involving technical matters, agreements frequently permitted the union to bring in a specialist:

On any grievance pertaining to incentive standards, the union may bring in its time study representative or international time study engineers at any stage of the grievance procedure. (137)

An unusual clause, illustrated below, prohibited outside representatives from discussing problems with employees (other than stewards) or supervisors.

No full-time union official or business representative shall discuss any problem with employees (other than stewards) or with the supervision of any department. (138)

## Chapter IV. Processing Grievances

The process through which unresolved disputes move from the complaining worker to ultimate settlement, through arbitration if necessary, varies considerably among agreements, reflecting different plant and company organizational or decisionmaking structures. The size of the plant or company is a key factor; that is, the larger the unit the more formalized the grievance procedure tends to become. Since this study deals with agreements covering 1,000 workers or more, the procedures described in this chapter are generally appropriate to large units. In multiemployer agreements, however, the procedures are usually less formal, with a typically small employer at one end and, in many cases, a large association at the other end of the grievance line.

### Procedural Steps

Contracts generally listed the successive procedural steps through which a dispute is to be processed if agreement is not reached. These procedures ranged from simple informal to highly formalized ones of six steps or more; most contracts specified three or four steps.

In a simple one-step procedure, the employee takes his complaint to the union, and the union deals directly with the employer or his representative; if no agreement is reached, the dispute goes to arbitration, or is dropped, or perhaps becomes a strike issue. A three-step procedure, such as that provided in the agreement between the Ohio Brass Co. and International Association of Machinists, comprise the following:

Step	For employee	For company
1	Employee and/or departmental steward	Foreman
2	Shop committee	Factory manager or representative from the personnel department
3	Officer(s) of the union or any authorized representative(s)	President of the company
(Arbitration)		(139)

A six-step procedure is illustrated by the following summary of the grievance procedure in the Rohm and Haas Co. and the United Glass and Ceramic Workers agreement:

Step	For employee	For company
I	Employee	Immediate supervisor
II	Shop steward	Immediate supervisor
III	Area grievance man	Departmental foreman
IV	President of local union or his representative	Personnel director
Joint industrial relations committee not more than:		
V	Seven union representatives	Seven management representatives
VI	Seven union representatives, but must include president of international union or his representative	Seven management representatives, but must include manager of industrial relations
(Mediation and/or arbitration)		(140)

Provisions for informal procedures were frequently found in multiemployer agreements covering small retail, wholesale trade, and construction companies. This type of procedure usually called for the union or a grievance committee to negotiate with the company representatives on grievances, with no mention of participation of the employee and steward or the foreman:

In the event of a dispute or grievance arising between the company and the employee relative to wages, hours, or conditions of employment, under the terms of this agreement such dispute shall be in the first instance settled, if possible, by representatives of the company and the union. The union agrees to submit such dispute or grievance in writing to the labor relations director or an officer of the company. An investigation will be made by said representative of the company and a report given to the union not later than 5 days after receipt of said letter. In the event of failure to adjust such dispute or grievances, said parties agree to submit same to arbitration. (141)

\* \* \*

It is agreed that a joint board of interpretation composed of two members of the local union and two members appointed by the association shall be established, to whom shall be referred any dispute arising over the interpretation of this agreement; the board shall meet to consider and act in the matter within 3 days; and the decision of such board shall be final. The board shall make its decision within 72 hours. In the event of the failure of the joint board of interpretation to arrive at a solution, an umpire shall be chosen by them, to whom the matter in dispute shall be referred, whose decision shall be final. (142)

A relatively simple procedure in a single-company agreement is represented by the following:

The procedure for settling all grievances, complaints, and differences over interpretation of this agreement shall be as follows:

- (a) In the first instances, between the aggrieved employee and the store manager.
- (b) Then between the union and the company.
- (c) Lastly, by arbitration as follows: . . . (143)

In multistep procedures, usually the employee, the steward, or both, and the foreman were to participate in the initial stage of the grievance process. The number of additional steps and the parties who were to participate at each step were related to some extent to delegation of authority within the company and the union. Appeal of a grievance from one step to the next nearly always involved submitting the issue to a higher level of authority in the company. Some agreements required that at each step, also, the union participant represent a higher level of authority; other agreements required the same union representative to participate at some or all intermediate steps of the procedure. In the longer multistep procedures, agreements often provided for a change in union participation, from local representation to some higher body of the union in the last or next-to-last step of the procedure.

In many contracts, the one- and two-step procedures did not indicate participation of union representatives other than those on the local level:

In the event that any dispute, difference, or grievance shall arise between an employee and the employer, such dispute, difference, or grievance shall be settled in the following manner:

1. In the first instance by the foreman, the employee involved, and the steward of the department. . . .
2. In the event that the grievance is not adjusted under step 1, the union may . . . take up such grievance through the local shop committee with the works manager and the personnel manager, or their duly designated representatives. . . .
3. In the event that the union does not accept the employer's answer, it shall . . . notify the employer of its intention to submit the same dispute for arbitration. . . . (144)

Multiemployer association agreements frequently listed a three-step procedure. Participation in the second stage was usually open to a representative of the association, with a joint union-association committee provided for in the third step of the procedure:

(a) A complaint, dispute, controversies, or disagreements must be submitted by the employee to the shop steward, . . . the shop steward and the foreman of the plant shall between them attempt to reach a prompt and satisfactory adjustment.

(b) In the event that no satisfactory adjustment is made by the end of the following workday on which the complaint was made, the matter shall be referred to the business representative of the union and the executive secretary of the association who shall jointly attempt to adjust same.

(c) In the event that said matter is not adjusted within 2 working days by said representatives and secretary, it shall be referred and submitted in writing to a joint committee, consisting of four members, two designated by the union, and two designated by the association. . . . (145)

A longer procedure, involving different stages of union authority, is illustrated in the following:

. . . all grievances . . . shall be adjusted in the following manner:

(a) Between the employee and his foreman. If this is not successful, then in 2 days,

(b) Between the shop committee of the union and the foreman. If this is not successful, then in 2 days,

(c) Between the shop committee of the union and the representatives of the employer. If this is not successful, then in 2 days,

(d) Between the branch committee of the union and the representatives of the employer. If this is not successful, then in 4 days,

(e) Between the executive committee of the union and the representatives of the employer. If this is not successful, then in 5 days,

(f) Between the executive committee of the union and the labor relations committee of the association. Findings of this joint committee shall be final and binding for both or either of the above parties or their members.

When the grievance reaches step (e), said grievance shall be presented in writing.

The association and the union shall each have the right to initiate the discussion of grievances under this procedure. (146)

Procedures of four steps or more were usually established under large single-plant or multiplant single employer agreements. Generally, the procedural steps closely followed the authority structure of the company. Illustrative of this is the following excerpt from a multiplant agreement which specified movement of the dispute from plant floor level, to plant personnel supervisory level, to plant management, to company management:

. . . All grievances will be settled in the following manner:

First stage: Between the employee and one department shop steward and/or one grievance committeeman, and the foreman or the department supervisor. . . .

Second stage: Between members of the grievance committee . . . and the personnel supervisor . . .

Third stage: Between members of the grievance committee . . . and the plant manager or his authorized representative or representatives . . .

Fourth stage: Between representatives of the international union along with the local grievance committee and officials of the company . . .

Arbitration

In the event the grievance shall not have been settled satisfactorily, the matter may be referred to arbitration . . . (147)

Multiplant master agreements frequently outlined the general framework of a grievance procedure but left the steps of the procedure to be fixed at the local plant level or permitted adjustment of steps to fit local needs.

It is understood and agreed that the procedural steps 1, 2, and 3, for the settlement of grievances represent a general standard which may be modified where plant management functions would make more appropriate, meetings with other supervisors than those indicated herein, and such modifications as may be jointly agreed upon between the management of the plant and the union with respect to any plant or plants of the company shall be set forth in writing and constitute, so far as the plant or plants involved, a supplement to this agreement. Any such modifications shall represent a procedure best suited to the plant or plants involved for the purpose of orderly and expeditious settlement of grievances. (148)

\* \* \*

The local union and the local plant management may negotiate such modifications of or additions to steps 2, 3, or 4 as may be suitable to the local situation. (149)

\* \* \*

The steps of the grievance procedure are a proper subject for local plant negotiation. The following general provisions shall be applicable to each local grievance procedure.

(1) All grievances must be reduced to writing and signed by a complainant before submission to the second step of the grievance procedure. The local grievance procedure shall provide for two steps and in no event more than three steps (exclusive of impartial umpire) after the grievance has been reduced to writing. (150)

Modification of the procedural steps, limited to a particular grievance, was provided for in some instances by mutual consent:

In the interest of expediting grievances, any of the above-designated steps may be bypassed by agreement between the local union committee and the designated representative of the management named in the step to be bypassed. (151)

\* \* \*

#### Waiver of Grievance Procedure

Notwithstanding the procedure herein provided, any grievance may be submitted to the arbitration board at any time by agreement of the parties to this agreement. (152)

For specific types of grievances, many agreements also provided for deviation from the procedural steps prescribed in the general procedure. Usually, these were disputes relating to company-union policy, discipline-discharge, problems of an emergency nature, or other disputes which were outside the limited authority of stewards, foremen, or other lower echelon personnel. Special handling of these disputes included initiation at some intermediate step, and omitting or adding other steps in the general grievance procedure. These exceptions are discussed in another section of this chapter.

Some agreements specifically stated that procedural steps of the grievance process must be followed. In other agreements, full utilization of the grievance procedure was a prerequisite to submittal to arbitration:

. . . the aggrieved employee or the union . . . shall be required to follow the procedure hereinafter set forth in presenting the grievance and having the grievance investigated and the merits thereof determined. (153)

\* \* \*

If, after the procedure for settling disputes as set forth in the preceding steps has been followed, there still remains any question of construction or interpretation or application of the provisions of this agreement, such question shall be referred to an arbitrator . . . (154)

Under many agreements, failure to utilize the steps of the grievance procedure could result in waiving of the strike/lockout ban:.

The union and the company, respectively, agree that there shall be no stoppage of work either by strike or lockout, and no intentional and concerted slowdown of work or production, because of any dispute arising during the life of this agreement, or under the terms of this agreement or any proposed modifications or amendments thereof: provided, however, that this article shall not be binding upon one party if the other shall have failed or refused to comply with the grievance procedure hereunder or any decision or award of the arbitrators made thereunder. (155)

### Time Limits

Time limits aimed at expeditious processing of grievances, while still allowing adequate time for investigation of relevant facts, were found in many agreements. Where no time limits were specified, some agreements stated that a mutual attempt for prompt settlement of an issue should be made:

Should differences arise under this agreement between the company and any of its employees, or the union, an earnest effort shall be made to settle such differences immediately . . . (156)

Nearly 5 out of every 6 of the 416 agreements examined in detail set forth time limits on some or all steps of the grievance procedure:

	Agreements	Workers
Number studied -----	416	2,600,100
Number with time limits -----	343	1,811,600
Overall—all steps -----	74	250,700
Initiation only-----	12	45,100
Final step only-----	5	12,300
Initiation and/or final, but not all intermediate steps-----	120	1,012,400
All intermediate steps <sup>1</sup> -----	15	26,200
Some intermediate steps <sup>2</sup> -----	117	465,000
No time limits specified-----	73	788,500

<sup>1</sup> Includes 13 agreements which also provided time limits for initiation or final step.

<sup>2</sup> Includes 81 agreements in which time limits applied only to phases of steps.

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

Approximately 1 out of 6 of these 416 agreements, by setting a time limit for each action, fixed the limit from the time the act took place until the terminal point of the grievance procedure (prior to submittal to arbitration or other action). The remaining provisions varied considerably, ranging from time limits on certain phases of the procedural steps, such as a time limit on management's answer in each step, to limits on all steps except initiation and/or the final step.

Limits on the initiation of a dispute varied in both length of time and the effective starting date. Some of the more common limitations stated that the grievance must be filed within a specified time beginning with the occurrence or termination of the act on which the grievance was based, at the time the aggrieved party became aware of the act, or provided a combination of these qualifications:

Grievance shall not be considered by either the company or the union unless they have been presented by the department steward to the foreman or forelady within 1 month after their occurrence. (157)

\* \* \*

. . . All grievances concerning events which have been terminated must be filed with the management within 10 days after the termination of the condition or event complained of. Obvious errors are not covered by this section. (158)

\* \* \*

. . . Any grievance shall be first presented verbally by the employee, with his steward, to his supervisor within 5 working days from the time of the occurrence or from the time it becomes known. (159)

An unusual clause waived the company's responsibility to consider a "continuing" grievance, or one based on a series of repeated incidents, if presentation was not made within the specified time limit following the date on which the situation or incident last occurred:

. . . The grievance shall be presented within 21 days of the alleged breach of the express terms and conditions of this agreement. The company will not be required to consider any grievance involving an alleged continuing situation or alleged series of repeated identical incidents which have not been presented to the company within 21 days following the date on which the situation or incident last occurred. (160)

The amount of time in which the aggrieved party was allowed to initiate a grievance ordinarily ranged from 2 weeks to 2 months, but intervals as low as 3 days and as high as 1 year were found:

If any employee has a grievance he or she shall within 3 days (Sundays and holidays excluded) from the date the grievance arises proceed as follows:

The employee shall present his or her grievance to his or her immediate foreman and shop steward if he or she so desires for settlement. (161)

\* \* \*

All grievances except those involving terminations must be submitted within 1 year after the date on which the action complained of occurred. (162)

Exceptions to the regular initiation time limits were often specified for discharge and discipline grievances. Here, more stringent time limits, usually ranging from 1 day to 1 week, were found:

The union agrees the company shall assume no responsibility for and shall not be required to consider any grievance unless the grievance shall have been presented . . . within 30 calendar days after its alleged original occurrence, . . .

Grievances relating to the discharge or demotion of an employee shall be filed within 1 calendar week following the effective date of the action. (163)

Some agreements exempted all grievances relating to errors in wage payments from the initiation time limits:

Errors in application in rates of pay shall be subject to correction pursuant to this article regardless of the time limit contained herein for filing a grievance. (164)

Agreements often excluded Saturdays, Sundays, and holidays from time limitations, or specified that only working days would be counted. Others merely stated the number of days, without indicating whether nonworkdays were to be excluded. Less frequently, the number of "calendar days" was specified.

In computing the time for presenting, answering, or appealing a grievance in or to any step, Saturdays, Sundays, and holidays shall not be counted as workdays. Time limits may be extended by written mutual agreement. (165)

\* \* \*

Grievances not satisfactorily adjusted by the foreman or the immediate supervisor within 2 working days after presentation may then be referred in writing to the employee relations manager within 3 working days from the time of the foreman's decision. (166)

\* \* \*

Any decision not appealed from a decision in one step to the next step within 7 calendar days of such decision shall be considered settled on the basis of the last decision and not subject to further appeal or reconsideration. (167)

Time spent on vacation, sick leave, or leaves of absence was also excluded from initiation time limits in some agreements; usually a limitation was placed on this excluded time:

Each grievance shall be presented to the appropriate party hereinafter indicated for the initiation of a grievance within 30 workdays after the occurrence of the grievance, or be deemed to have been waived by the aggrieved party; provided, however,

1. Such 30 workday period may be extended for a period not to exceed 10 workdays in cases of vacations, sicknesses, and leaves of absence; or

2. If the grievance occurs when the employee aggrieved is absent from the plant due to vacation, sickness, layoff, or leave of absence, such 30 workday period shall not commence until the employee returns to work. (168)

Many agreements also made provision for extension of some or all time limits by mutual consent of the parties to the agreement:

Either party, within the time limits specified, may request in writing an extension of not more than 30 days. If such request is refused, such refusal or extension must be in writing and must be delivered to the party requesting such extension 1 day prior to the expiration of the time limit. Otherwise, the time limit will automatically be extended until 1 day after the written request is received. (169)

An example of an unusual protective extension of initiation time limit where the complaint was suppressed by employer coercion follows:

No grievance or claim of violation of this agreement shall be recognized unless presented in writing within 90 days from the date of the occurrence causing the complaint or grievance except in cases where report of a grievance has been suppressed through coercion by the employer: (170)

Usually any grievance that was not filed within the initiation period was considered dropped. Noncompliance with other time limits of the procedure resulted in settlement of the grievance in favor of the last party to act, or the grievance was dropped, or, in some cases, the grievance was to be processed at the next step:

Failure of any party to abide by the time limits set forth in this procedure shall make the position of the last party abiding by these limits final and binding upon all parties. (171)

\* \* \*

Failure of the employee or the guild to proceed within any time limit set forth in the procedure hereinabove stated shall constitute a waiver of the grievance, unless such time limit has been extended by the written consent of the company and the guild.

Failure of the company to act within the time limit set forth in any step shall entitle the guild to proceed to the next step. (172)

\* \* \*

Grievances or complaints not answered within the time limits prescribed in any step of the grievance procedure shall thereupon progress to the next subsequent step of such procedure. (173)

In some contracts, the same time limit on appeals or management answers applied throughout the entire grievance procedure. Where variations occurred, usually the time limits increased for the later steps of the procedure.

The management will answer in writing any grievance presented to it in writing by the union:

- (a)—By the general foreman within 3 working days,
- (b)—By the labor relations supervisor within 7 working days,
- (c)—By the plant manager or his designated representative within 7 working days.

These time limits may be extended at any time by agreement between the corporation and the union.

Hereafter, a grievance not appealed from an answer at one step of the grievance procedure within 5 working days after such answer, except that on appeal to the appeal board, the time limit shall be 30 days, shall be considered settled on the basis of the last answer and not subject to further review but shall not prejudice the position of either party with respect to a grievance involving the same issue at another plant. (174)

\* \* \*

If a grievance has been taken up at any of the above steps a written answer shall be given within 3 working days, and it shall be considered to have been satisfactorily settled unless appealed to and discussed at the next higher step within the following time allowances:

From Step	To Step	Maximum Time Allowance
Preliminary	First	2 working days after receipt of preliminary step answer.
First	Second	2 working days after receipt of 1st step answer.
Second	Third	15 working days after receipt of 2d step answer.
Third	Fourth	15 working days after receipt of 3d step answer.

If the grievance has not been settled after the above steps have been carried through by both parties, either party may ask that the grievance be arbitrated. (175)

Time limits in master agreements covering several plants were sometimes to be determined by local negotiations. In some agreements, this applied only to management's answers, while time limits for union appeals were specified:

Time limits for management answers at each step of the grievance procedure will be established by local negotiation and reduced to writing, subject to the approval of the corporation and the international union.

Any grievance not appealed from the decision of management at one step of this procedure in the plant within 7 working days of such decision shall be considered settled on the basis of such decision. (176)

Overall time limits (from the time action took place to the decision) ranged from less than 1 week to over 1 year. Periods of 1 week through 2 months, however, were most common. Obviously, more complex multistep procedures involved longer overall time limits than informal one- or two-step procedures. Among exceptions to this were occasional agreements which granted from 6 months to a year for initiation, but which limited processing to a few days or weeks.

In most formal procedures, the agreements established overall time limits by specifying maximum time granted for each appeal and reply under each step. Under informal procedures, as a rule, the contracts merely set time limits for presentation of grievances and for final adjustment after presentation.

First step

The employee (or employees) involved and/or the department steward shall orally present the grievance to the immediate supervisor within 3 working days after the occurrence of the basis for the grievance if practicable. . . .

The supervisor shall make his decision known within 2 working days thereafter.

Second step

If the steward is not satisfied with the first step decision, a written statement of the grievance shall be delivered to the supervisor within 5 working days thereafter. . . .

Within 3 working days thereafter a meeting shall be held to resolve the grievance . . .

The department will answer the grievance in writing within 3 working days after such meeting. . . .

Third step

Failing satisfactory adjustment, the grievance shall be referred to the third step by the shop committee chairman within 5 working days after receipt of the second step answer.

Within 5 working days thereafter, a meeting shall be held between the union committee and the company, at which the parties will endeavor to settle the grievance.

The company shall deliver an answer to the union within 5 working days after such meeting. Additional time, not to exceed 15 working days, may be agreed upon for resolving the grievance.

The grievance shall be settled in favor of the union if no answer is made within that time. . . .

In the absence of a written request for arbitration within 15 days after receipt by the union of the third step answer, the grievance shall be settled in accordance with the company's answer. (177)

\* \* \*

Should a disagreement arise, . . . the aggrieved party must submit his grievance in writing within 5 days after occurrence of the event . . . If the matter has not been settled within 10 days, either party may request arbitration. . . . (178)

## Written Records

Written presentation of the grievance at some stage of the grievance procedure was indicated in most agreements. Although a few required a written submission at the first step of the procedure, most agreements required it at the second step, while some specified another intermediate or the final step of the procedure:

The aggrieved party must submit his grievance in writing within 5 days after occurrence of the event, with copies to be furnished to the union and/or the employer. (179)

\* \* \*

### Discussion of Request or Complaint

6.2 Any employee who believes that he has a justifiable request or complaint shall discuss the request or complaint with his foreman; with or without the department grievance or assistant department grievance committeeman being present, as he may elect, in an attempt to settle same.

A complaint which has not been settled within 2 days as a result of the discussion required by subsection 6.2 to be considered further, must be filed promptly in writing. (180)

\* \* \*

Before a grievance may be submitted for action in step 2 of the grievance procedure set forth herein, the grievance shall be reduced to a statement in writing and signed by a representative of the union on behalf of the employee or employees, on a form provided by the union. (181)

\* \* \*

Step 3. No grievance or complaint shall be handled at this stage unless it has been presented in writing, but the subject of discussion may extend to related matters not specifically set forth in the written statement. . . . (182)

\* \* \*

3d step Final. Any grievance which shall be so appealed shall be presented in writing to the personnel manager and shall be discussed at a conference between such personnel manager and/or other representatives of the company and the union grievance committee. (183)

Some agreements gave the grieving party the option of making the initial presentation orally or in writing. Others required that initial presentation of certain types of grievances be in writing.

Each such grievance must be presented, orally or in writing, within 60 days from the date of the last occurrence on which the grievance is based. (184)

\* \* \*

The employee or employees concerned, alone or accompanied by the local unit council representative, shall take up the grievance with his or their immediate supervisor, who shall render his decision within 4 days. . . .

If the matter affects two employees or more who do not report to the same immediate supervisor, the grievance, written on a form to be supplied by the company and stating fully the facts which constitute the basis of the complaint, may be presented by the union representative to the management representative in level 2 as outlined on the company list. . . . (185)

\* \* \*

All complaints involving or concerning payment of compensation shall be filed in writing. (186)

Specifications for a written submittal ranged from a mere statement that the complaint be submitted in writing, or that a statement of the grievance be filed, to a request that all data concerning the issue be included. An example of the latter follows:

If it is decided to appeal the grievance to the second step, the zone committeeman shall reduce the grievance to writing on a grievance form provided by the company. Such appeal shall set forth the following:

- (a) The serial number of the verbal grievance pass first issued in connection with grievance.
- (b) A statement of the grievance clearly indicating the question raised.
- (c) A statement of the remedy or correction requested of the company.
- (d) A statement of the facts in support of (b) and (c) above and reasons for appeal.
- (e) The section or sections of this agreement, if any, relied upon or claimed to have been violated. (187)

Where written submittal was a requirement of the grievance procedure, the company usually was to furnish the grievance forms to be used. The number of copies to be made was also specified.

Second step

(1) If the steward is not satisfied with the first step decision, five copies of a written statement of the grievance shall be prepared on a form to be furnished by the company. . . .



The local union representatives shall reduce the grievance to writing in quadruplicate on forms provided by the company and the employee shall sign the same. . . . (189)

\* \* \*

. . . In reducing the grievance to writing, the employee shall state clearly and concisely all facts which are the basis of the grievance, and if he claims that any articles of this agreement are involved he shall specify such articles. The grievance shall be dated and signed by the aggrieved employee or employees. (190)

\* \* \*

The steward shall confer with his chief steward in respect to the grievance and if the latter concludes that the grievance is a just one, the chief steward, the steward, and the aggrieved employee shall put the grievance in writing, setting forth all evidence. All three shall sign it, . . . (191)

Generally, where a written grievance was required the agreements also specified that management's reply was to be in writing. A few agreements required a written answer only on request of either party.

Proper entries on the grievance form shall be made to indicate the disposition of the issue at each step, which entries shall be initialed by representatives of the union and the company. (192)

\* \* \*

A steward who submits a written grievance to his foreman shall receive, upon request, a written reply. . . .

Upon request, local management will give the local a written reply. (193)

Joint minutes of some or all steps of the procedure were required in some agreements. The items to be included were often indicated:

Minutes of all step 2 and 3 grievance meetings shall be prepared by the company, jointly signed by the representative of management, the chairman or secretary of the grievance committee, and, if agreed to locally, by the international representative of the union, and two copies of such minutes shall be furnished the grievance committee not later than 10 days following the date on which the meeting was held. Minutes shall be typed and shall conform essentially to the following outline:

- a. Date and place of meeting.
- b. Names and positions of those present.
- c. Identifying number and description of each grievance discussed.
- d. Brief statement of union position.
- e. Brief statement of company position.
- f. Abstract of important aspects of the discussion.
- g. Decision reached.
- h. Statement of exceptions to, concurrence in, or rejection of decision. (194)

### Witnesses and Evidence

Provisions for witnesses were incorporated in some agreements. Included were clauses which imposed restrictions on the number of witnesses, on the steps at which the witnesses were permitted, and on qualifications of witnesses. Other clauses contained no restrictions.

In any step of the grievance procedure, either party may call in such witnesses as it feels may be necessary to secure all the facts in the case. (195)

\* \* \*

The union or the company may call witnesses not directly involved in grievance but who have knowledge of facts concerning the grievance to a maximum of three, unless it is mutually agreed to enlarge the number of men. (196)

\* \* \*

It is agreed that the union bargaining committee shall have the right to call in any outside union representatives at step 3, step 4 or arbitration meeting, and the company may call in any outside representatives it desires to attend such meetings. Either party may have present at any step 3, step 4 or arbitration meeting not more than one witness at any time. (197)

\* \* \*

. . . The aggrieved employee or employees may be present for the presentation of his or their particular grievance, if he or they so elect, together with other individuals who may be agreed upon by the parties as necessary to the proper consideration of the grievance. . . . (198)

\* \* \*

Step 4. The president of the company or his representative and the president of the international union or his representative. Both persons shall have the right to bring such persons to the conference as they deem appropriate. (199)

To preserve the informal nonlegal atmosphere of grievance discussions, agreements generally did not include rules on the use or qualifications of evidence.

Either party to this agreement shall be permitted to call in as witnesses employees covered by this contract and submit evidence at any of the above conferences or at any step in the settlement of the grievance, for the purpose of substantiating the grievance. (200)

Where mention of evidence was made, it was usually in regard to the rights and duties of the union representative (discussed in another section of this report) in collecting evidence for processing the grievance.

### Time of Presentation

Agreements generally indicated that grievances were to be presented and discussed during regular hours of work. In many agreements, such stipulation was implied in provisions relating to pay for grievance time.

Should any employee covered by this agreement believe he or she has been unjustly dealt with, or that the provisions of this agreement have been violated, the employee shall within 5 days of the incident take the following steps, with no loss of pay, in resolving the problem: (201)

\* \* \*

The laboratories shall pay for time spent which appears reasonable in processing, investigating and settling grievances through the fourth step of the grievance procedure, and the union agrees not to abuse or misuse the privilege. For all purposes and intent, the above reference to investigating grievance shall be limited to 10 minutes. (202)

The following is an example of a clause with explicit provisions for processing grievances during working hours.

All grievance meetings shall be held during regular working hours. If, by mutual consent, such meetings extend beyond the regular working hours, they shall be paid for at time and one-half. (203)

Some of the agreements qualified such provisions by specifying that grievance time was not to interfere with production:

When a grievance arises, the aggrieved employee with or without his steward shall contact his foreman and discuss settlement of the grievance. Grievances in the first step shall be handled during working hours and shall be at an appropriate time not to interfere with the production of the department. (204)

A few agreements stated that grievance negotiations were to be outside of regular working hours but generally made allowance to handle grievances during working hours under special conditions.

An emergency grievance shall be defined as one which, in the opinion of the company, if postponed, would result in serious and irreparable loss to the company or to its employees. All other grievances shall be discussed by departmental stewards or members of the grievance board with representatives of the company before or after their regular working hours. (205)

\* \* \*

In the absence of authorization to the contrary, grievances are to be presented and considered outside of working hours. It is understood, however, that where reasonable and where possible without undue loss of productive time and interference with operations, authority will be extended to present grievances within working hours. (206)

### Status of the Employee During the Grievance Process

Provisions defining the conditions that should exist during the processing of a grievance were found in a number of agreements. In addition to a general no-strike pledge, some agreements included specific instructions to the aggrieved employee to remain at work:

The employer will not be required to consider or adjust any grievance during the term of this agreement unless the employee(s) remains at work pending the adjustment of the grievance in accordance with the provisions of this agreement. (207)

Frequently, the contract provision stated the employee was to continue to work under conditions existing at the time the grievance was initiated. Whether or not the employee would be working under the aggrieved condition during the processing of the grievance would depend upon whether the grievance was filed on a proposed action, or the condition was already in operation:

In the event of a dispute or difference, the parties hereto shall continue to transact and carry on their business in the same manner as at the time of the raising of the question or questions in dispute until a settlement is reached through the grievance or arbitration procedure provided in this article. (208)

\* \* \*

Working and other conditions prevailing immediately prior to the raising of the question to be decided by the joint industrial council, shall be preserved unchanged until a decision has been rendered. (209)

The following is an example of a clause specifically directing that the employee abide by the disputed order until a settlement is reached:

When an employee feels aggrieved because of an order and thus becomes a grievant, he shall nevertheless obey the order unless and until it is overruled by the disposition made of the grievance; provided it does not involve serious danger to life or limb. (210)

Other agreements specified that any order which the aggrieved party claimed was a violation of the agreement could be set aside until the issue was settled, as in the following:

In the event any practice is instituted which the union or company claims is in violation of this agreement, either party may invoke status quo. In such event status quo shall be preserved until a final determination is made in the grievance procedure as to whether or not the practice is in violation of this agreement. (211)

The aggrieved employee's status during the processing of a discipline grievance was often defined in the agreement. Generally, the employee, at the discretion of the employer, could be suspended from work, with provision, in most cases, for reimbursement for wages and benefits lost if exonerated:

Employees who are disciplined shall be entitled to a fair and impartial investigation thereafter pursuant to the grievance procedure hereinafter provided. Nothing in this article will be construed as to prevent company from holding an employee out of service pending investigation. . . .

If the employee shall be exonerated, he shall be returned to service with seniority rights unimpaired and with no notation against his personal record, and shall be paid at the rate pertaining to his class of service for all time lost, based on his working schedule, pending investigation. . . . (212)

Although where discharge was an issue the agreements generally provided for appeal after dismissal, a few prohibited severance of the employee from the payroll until final determination of the issue under the grievance procedure, unless the company and union agreed to the discharge.

No employee may be severed from the payroll until there is an agreement between the company and the union, or, in the event of disagreement, until a final determination is made in the grievance procedure. The union agrees to process any grievance relating to discharge with all possible speed, and in any event within time limits specified in the grievance procedure. (213)

#### Status of Grievances Arising Prior to or Based on Events Prior to Effective Date of the Contract

Usually a contract related the grievance machinery only to disputes that arose during the term of the contract, although some contracts provided for the handling of grievances which were in process on, or based on events prior to, the effective date of the contract. In some agreements, both pending grievances and grievances based on prior events were subject to the grievance process, while in others only one or the other qualified:

Any grievance filed on or after the effective date of this agreement which is based on the occurrence or nonoccurrence of an event which arose prior to the effective date of this agreement must be processed in accordance with the grievance and arbitration procedures of this agreement. Such grievance shall be settled in accordance with the applicable provisions of the preceding agreement for the period prior to the effective date of this agreement and for any period thereafter in accordance with the applicable provisions of this agreement. (214)

\* \* \*

No grievance, the basis of which occurred prior to the date of the execution of this agreement, shall be considered nor subject to adjustment, except those grievances currently pending in the process of adjustment. (215)

\* \* \*

. . . any proper grievance which, as of the effective date of this agreement, has been presented in writing and is in the process of adjustment under the grievance procedure of the January 4, 1960, agreement, may be continued to be processed under the grievance procedure of this agreement and settled in accordance with the applicable processes of the applicable agreement for the applicable period of the applicable agreement, and for any period thereafter in accordance with the applicable provisions of this agreement. (216)

\* \* \*

No grievances may be processed under this article unless the situation complained of continues to exist or occurs after the effective date of this contract and the grievance is first presented in writing as provided in this article after the effective date of this contract. Grievances which arose under the prior contract may be processed only in accordance with specific procedures separately established for such purpose by the company and the union. (217)

A variation, included in a printing agreement, provided for the handling of disputes, after the expiration of that agreement, which arose prior to its expiration:

. . . However, it is understood and agreed that notwithstanding the expiration of this agreement, the provisions hereof and the procedures herein provided shall remain in effect with respect to all disputes, controversies, claims, complaints and grievances which shall have arisen, prior to such expiration, under the shop rules and wage scales contract or under this agreement. (218)

Where the agreements simply stated that complaints arising during the term of the contract would be processed as grievances, it was not clear whether grievances unsettled at the expiration of the contract, and grievances based on prior events would qualify. A few agreements specifically excluded the latter in the following manner:

The company and the union mutually agree that grievances of every nature which may have arisen on either side prior to the effective date of this agreement are hereby withdrawn. (219)

### Special Grievance Procedures

For purposes of this study, grievance procedures which deviated from the regular procedure by skipping or adding steps, providing special time limits or special representatives, as well as completely separate procedures, were classified as special grievance procedures.

Provisions for the use of a special grievance procedure were found in over half of the 416 agreements studied in detail. The major reasons for the employment of special procedures were to expedite the handling of issues that required immediate attention, to handle grievances of a general nature that did not require the participation of lower step representatives, or to provide technical assistance for issues which could not be handled by the regular grievance representatives.

Many agreements provided more than one special procedure for different issues. The issue most frequently found to require a special procedure (113 agreements) was discharge and/or discipline. Other issues were company-union grievances (77 agreements), plantwide-areawide grievances (32), safety and health (14), incentives (8), job evaluation (8), hiring (8), issues requiring technical assistance (7), benefit plans (6),<sup>8</sup> and a variety of other special problem areas.

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<sup>8</sup> Does not include procedures set forth in separate documents (i. e., benefit plan booklets).

The special procedure most commonly found called for skipping some of the regular steps. This accelerated procedure was predominately used for matters that required urgent attention, such as discharge, safety and health, and company-union grievances. Skipping of steps applied to the initiation of grievances at a higher level, to intermediate steps, and to final steps, in order to refer the disputes directly to arbitration.

Additional steps in the grievance procedure were sometimes provided where technical assistance or top level negotiations were involved. Shorter time limits were frequently set for the initiation of grievances involving certain issues; a few agreements extended this time. A limited number extended the time limits for other steps of the procedure. Only 1 of the 416 agreements examined specified shorter time limits for processing after initiation, and this involved discharge cases only. However, under the agreements which required initiation of certain issues at higher levels, or bypassing of other steps, the overall time limits for processing such grievances were, of course, tightened.

Completely separate procedures, where all the representatives and all the steps were different, were found only in agreements which included detailed benefit plans, and applied only to those plans.

Discharge grievances were to be initiated at higher levels, within shorter time limits, in a substantial number of agreements; intermediate steps were often bypassed.

Grievances regarding unjust or discriminatory dismissals or grievances concerning layoffs due to reduction in working force shall be initiated in step three of the grievance procedure and must be filed in writing within 5 working days of the dismissal or layoff. (220)

\* \* \*

Any employee who has completed his probationary period and feels that he has been unjustly laid off or terminated, shall make written complaint to the labor relations manager within 72 hours of the layoff or termination, Saturday, Sunday and holidays excluded, or days the plant is not in operation. This time may be extended for justifiable reasons. The first step in handling such cases shall be that of a meeting between the labor relations manager and the employee, or his union representative. If not settled in such meeting, it shall be taken up in the regular grievance procedure, starting with step 5. Should it be determined that the layoff or termination was an unjust one, the employee shall be reinstated with back pay for all time lost at his past average earnings. (221)

Disputes over other issues requiring immediate action, such as safety and health, incentives, new or changed rules, and checkoff, were usually to be expedited by initiation at higher levels, and also in some instances, by skipping other steps.

An employee or group of employees who believe that they are being required to work under conditions which are unsafe or unhealthy beyond the normal hazard inherent in the operation in question shall have the right to:

a. File a grievance in the third step of the grievance procedure for preferred handling in such procedure and arbitration; (222)

\* \* \*

If a dispute arises in connection with the application of this section Checkoff and a settlement is not reached between the labor relations department of the company and the union, such dispute shall be referred to arbitration, without pursuing intervening steps in the grievance procedure. (223)

\* \* \*

Disputes over new or changed rules and regulations shall be subject to the grievance procedure and such grievance may be initiated at the third step. (224)

\* \* \*

The local union will not present and the company will not consider grievances as to incentive standards unless presented in accordance with step 2 hereof within 7 scheduled working days from the date the decision on recheck is recorded in the departmental rate book or other grievances unless so presented within 40 calendar days from the happening of the event out of which the grievance arose. (225)

Under some agreements, company and union grievances of a general nature, which affect a large number of employees or more than one plant, or involve policy or interpretation of the agreement, were to be initiated at a higher level. The grieving party occasionally was permitted to determine the initiating step.

Grievances by the company, and grievances of a general nature by the union, shall be initiated in step 4 by a written statement thereof served by the aggrieved party upon the other. (226)

\* \* \*

In the event the company should have a grievance against any employee or the union, or any officer thereof, the same shall be initially considered in step III hereof. (227)

\* \* \*

Controversies may arise of a nature so general as directly to affect a large number of the employees of a local plant. It is agreed that issues of this nature need not be subjected to the entire grievance procedure but may be initiated by either party at a step, prior to the impartial umpire, deemed appropriate by the party bringing the grievance. (228)

\* \* \*

In the event the international union regards a grievance to be of sufficient importance, such grievance may be instituted and processed by the international union without the necessity of following any of the outlined steps but the international union may process the matter directly with the director of labor relations of the employer. (229)

\* \* \*

Any grievance initiated or carried to step 3 shall be reduced to writing. Grievances involving only one store shall be introduced only at steps 1 or 2, while grievances involving more than one store may be introduced at any step. All grievances shall be investigated and answered promptly. (230)

\* \* \*

The company shall have the right to utilize the following procedure upon any grievance against the union: (1) Presentation of the grievance in writing to the president of the union, (2) If no satisfactory adjustment is obtained within 15 days, then the company may refer the matter to arbitration in accordance with the provisions of article—hereof. . . .

A grievance other than that filed by an employee (i. e., a policy grievance) may be filed by the union at the appropriate step of the grievance procedure. (231)

\* \* \*

All grievances or disputes involving any controversy, complaint, dispute or misunderstanding arising as to the meaning, application or observance of any provisions of this agreement shall be handled in the manner hereinafter set forth. It is understood that any controversy, complaint, dispute or misunderstanding not relating to the meaning or application or observance of any provisions of this agreement may also be the subject of a grievance but shall not be the subject of arbitration. It is agreed that all matters pertaining to the interpretation of this agreement must be referred directly to the joint committee [final step], provided that if a grievance has not been filed the matter shall not be the subject of arbitration until a grievance is filed. (232)

Mutual consent of the parties was occasionally required for bypassing of steps, as in the following:

Any issue of extreme urgency involving the interpretation and/or the application of any terms of this agreement may be initiated by either party directly with the other party. By mutual consent steps 1, 2, 3, and 4 of the grievance procedure may be waived and the grievance heard at step 5. Upon failure of the parties to agree with respect to the correct interpretation and/or application of the agreement to the issue, it may then be appealed directly to arbitration as provided in step 6 of the grievance procedure. (233)

Where both multiplant and local agreements were involved, an additional step was sometimes provided for unsettled disputes involving interpretation and application of the master agreement. This permitted negotiation by top level management and union officials, as illustrated in the following clause:

#### ECONOMIC AGREEMENT GRIEVANCE STEP

When a grievance which involves the application or interpretation of a clause of the National Economic Agreement has exhausted local union grievance procedures, an additional step of the grievance procedure may be involved at the option of the director of the UAW American Motors Department or his designated representative, who may give written notice to the corporation's vice president, responsible for industrial relations. (234)

Disputes involving technical issues were frequently to be submitted to a special committee or individual for review, or to an impartial agency for study before final determination. Usually a union representative was to participate in the study.

Grievances involving questions of applications under job evaluation shall be processed as follows:

- a. Through step 3 of the grievance procedure.
- b. If not settled in step 3, shall then be referred to the job evaluation review committee. (235)

\* \* \*

It is recognized that changing conditions and circumstances may from time to time require the installation of new wage rates, adjustment of existing wage rates, or modification of wage plans because of the creation of new jobs, development of new manufacturing processes, changes in equipment, changes in the content of jobs . . .

By mutual agreement the parties, at any time, can adjust the length of trial periods or the trial rates in question.

If a dispute develops, the employer may select an agency to conduct a time study. Copies of the findings shall be furnished to the union. During the conduct of such time study the union may have an observer present and participating in such study. (236)

As indicated earlier, this analysis of grievance procedures for benefit plan disputes was limited to those included in the basic agreements. Disputes settlement procedures are frequently set forth in separate documents; an analysis of these procedures will be included in subsequent bulletins on benefit plans.

Two types of procedures were found in the six agreements which included in the basic agreement special provision for settlement of benefit plan disputes. In one type, provision was made for an entirely separate procedure, the personnel to differ from those involved in the regular grievance procedure. In the other type, disputes were handled by initiation of the grievance at an intermediate step of the regular grievance procedure, as in the following:

Disputes arising from the application of supplemental unemployment benefits shall be initiated at the fourth step of the grievance procedure. (237)

## Mediation of Grievance Disputes

Settlement of grievance disputes through nonbinding mediation by an outside agency was provided in 45, or 2.6 percent, of the 1,717 major agreements in this study, the 45 agreements covering 84,700 workers, or 1.1 percent of all workers covered by the 1,717 agreements. Under these 45 agreements, any decision of the mediator was binding only upon mutual acceptance by the employer and the union. (See table 2.)

Multiemployer agreements accounted for only 6 of the 45 agreements. Twenty-seven unions were signatory to agreements with mediation provisions; except for the Auto Workers with six agreements and the IBEW with four agreements, no union had more than two major agreements with mediation provisions.

Michigan, New York, California, and New Jersey accounted for 23 of the 45 agreements with mediation provisions. Michigan ranked highest with 10 agreements.

All 45 agreements indicated the method of submitting a grievance to mediation. The following clauses illustrate provisions, found in 23 agreements, allowing either party to submit an unsettled dispute to mediation:

In the event the grievance cannot be adjusted between the company and the union, then, either party may call upon the services of the Federal Mediation and Conciliation Service. It is, however, understood that the findings of the Federal Mediation and Conciliation Service are not binding on either party to the contract. (238)

\* \* \*

In the event no agreement is reached in the compliance committee, either party may file an assistance notice with the State Labor Conciliator before referring the matter to arbitration.

If the State Labor Conciliator is not able to bring about a satisfactory settlement of the dispute concerning a grievance within 10 days after formal notice, then either the employer or the union shall refer the matter in dispute to a board of arbitration. . . . (239)

Mediation was a fixed step in the grievance process in 16 of the 45 agreements:

Step 4. If all previous steps fail in reaching a satisfactory settlement, the grievance shall be presented to the State Board of Mediation and Arbitration of the State of Connecticut for settlement by mediation. (240)

In a few contracts, automatic submission to mediation did not extend to all unsettled grievances. For instance, in the following clauses mediation could be waived on grievances involving interpretation of the agreement:

. . . Should agreement not be reached thereby, the grievance will be referred to the Federal Mediation and Conciliation Service for mediation, but should the grievance involve interpretation of the contract, then either party may submit the matter to arbitration. . . . (241)

Submission of a dispute to mediation required mutual agreement of union and management in six agreements:

Table 2. Provisions for Mediation of Grievances in Major Collective Bargaining Agreements, by Industry, 1961-62

Industry	(Workers in thousands)		Method of submission to mediation					
	Number with provisions		By either party		Automatic		By mutual consent	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries -----	45	84.7	23	45.2	16	29.0	6	10.5
Manufacturing -----	36	69.2	20	41.4	12	21.6	4	6.2
Ordnance and accessories -----	1	1.0	1	1.0	-	-	-	-
Food and kindred products -----	-	-	-	-	-	-	-	-
Tobacco manufactures -----	3	5.6	1	1.1	2	4.5	-	-
Textile mill products -----	1	2.0	1	2.0	-	-	-	-
Apparel and other finished products -----	-	-	-	-	-	-	-	-
Lumber and wood products, except -----	-	-	-	-	-	-	-	-
furniture -----	2	3.8	-	-	2	3.8	-	-
furniture and fixtures -----	2	3.0	-	-	2	3.0	-	-
Paper and allied products -----	1	1.2	-	-	1	1.2	-	-
Printing, publishing, and allied -----	-	-	-	-	-	-	-	-
industries -----	-	-	-	-	-	-	-	-
Chemicals and allied products -----	3	4.3	2	2.8	1	1.5	-	-
Petroleum refining and related -----	-	-	-	-	-	-	-	-
industries -----	-	-	-	-	-	-	-	-
Rubber and miscellaneous plastics -----	-	-	-	-	-	-	-	-
products -----	-	-	-	-	-	-	-	-
Leather and leather products -----	1	3.0	-	-	1	3.0	-	-
Stone, clay, and glass products -----	4	9.4	2	6.4	-	-	2	3.0
Primary metal industries -----	6	8.8	4	5.1	1	2.5	1	1.2
Fabricated metal products -----	-	-	-	-	-	-	-	-
Machinery, except electrical -----	4	6.6	1	4.5	2	2.1	-	-
Electrical machinery, equipment, and -----	-	-	-	-	-	-	-	-
supplies -----	4	11.1	4	11.1	-	-	-	-
Transportation equipment -----	4	9.5	3	7.5	-	-	1	2.0
Instruments and related products -----	-	-	-	-	-	-	-	-
Miscellaneous manufacturing -----	-	-	-	-	-	-	-	-
industries -----	-	-	-	-	-	-	-	-
Nonmanufacturing -----	9	15.5	3	3.8	4	7.4	2	4.3
Mining, crude petroleum, and -----	-	-	-	-	-	-	-	-
natural gas production -----	-	-	-	-	-	-	-	-
Transportation <sup>2</sup> -----	-	-	-	-	-	-	-	-
Communications -----	-	-	-	-	-	-	-	-
Utilities: Electric and gas -----	6	10.1	1	1.4	3	4.4	2	4.3
Wholesale trade -----	-	-	-	-	-	-	-	-
Retail trade -----	-	-	-	-	-	-	-	-
Hotels and restaurants -----	1	1.2	1	1.2	-	-	-	-
Services -----	1	3.0	-	-	1	3.0	-	-
Construction -----	1	1.3	1	1.3	-	-	-	-
Miscellaneous nonmanufacturing -----	-	-	-	-	-	-	-	-
industries -----	-	-	-	-	-	-	-	-

<sup>1</sup> 1 agreement specified union submission only.

<sup>2</sup> Excludes railroad and airline industries and government.

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

. . . If the matter remains unsettled . . . it shall then be submitted to arbitration . . . (However, in any instance, by mutual agreement the matter may be referred to mediation prior to proceeding to arbitration). (242)

All but 5 of the 45 agreements specified either the agency that would select the mediator (2 agreements) or the agency that would mediate the dispute (38). In some contracts, alternate agencies were specified; both are included in the following tabulation:

Mediation agent specified	Number of agreements
Federal Mediation and Conciliation Service -----	31
State conciliation agencies -----	11
U.S. Department of Labor -----	3
Joint union-management committee selects-----	2
Not specified -----	5

Mediation was the final step in processing grievances in 10 of the 45 agreements. The other 35 agreements provided for arbitration of grievances not settled through mediation. Two of the 35 agreements, however, specified arbitration by mutual consent only.

An absolute ban on strikes was found in 23 of the 45 agreements with mediation; all but 3 of the 23 had provision for arbitration. Nineteen of the remaining 22 agreements banned strikes over issues subject to grievance until the grievance procedure, including mediation and arbitration where applicable, was exhausted; provision for arbitration was made in all but 6 of the 19 agreements. Under 2 of the 19 agreements the strike ban was waived if either party violated the grievance-arbitration provisions of the agreements.

Three agreements made no mention of strikes or lockouts; one of these did not provide for arbitration.

### Grievance Decisions

Settlements arrived at jointly by labor and management at any step in the grievance procedure were generally final and binding on the parties concerned:

When a settlement is arrived at, at any stage of the grievance procedure, such a settlement shall be final and binding. (243)

\* \* \*

A decision rendered by the appropriate persons in any step of the grievance procedure shall be final and binding on the parties to the grievance. (244)

\* \* \*

Where a joint committee by a majority vote settles a dispute no appeal may be taken. Such a decision will be final and binding on both parties. (245)

Some agreements stipulated whether decisions were applicable to similar cases, or only to the case in dispute:

A final decision made with respect to any grievances in steps 1 through 4 (prior to disposition by arbitration) shall apply to that grievance only and shall not become a binding precedent in the case of any other grievance nor a precedent which shall bind the parties as an interpretation of this agreement. (246)

\* \* \*

Group Grievances.

To avoid the filling of multiple grievances by persons with identical claims, the management representatives may agree in writing that the settlement of a single grievance will apply to all employees with identical claims. Unless such agreement is made, grievance settlements do not have general application. (247)

Many agreements provided that a grievance would be considered settled unless it was appealed within specified time limits.

Failure of a party initiating a grievance to proceed with the grievance within any of the time limits specified in this agreement shall render the grievance void or settled on the basis of the last decision given by the other party. (248)

\* \* \*

If, at the end of any step, no appeal is taken by the union within 15 days, the answer made by the company at that step is final and binding. (249)

\* \* \*

A written decision at any step of the grievance procedure shall be considered as final unless the grievance is taken to the next step within 15 working days thereafter. (250)

\* \* \*

The agreement of the parties hereto at any step in the grievance procedure shall be deemed the resolution of the grievance.

Failure on the part of either party to respond to a grievance within the time limits established by this article, will resolve the grievance against the party failing to so respond. Such resolution, however, shall not establish a precedent for similar grievances. (251)

Contracts often provided for retroactivity of adjustments reached during the grievance process:

In case of any back pay awards by the decision of third-step grievance procedure or the arbitrator, the employee shall be paid promptly any money he would have earned at his basic rate in his department; less earnings he may have made elsewhere. (252)

\* \* \*

Awards or settlement of grievances may or may not be retroactive as the equities of such case may determine, subject, however, to the limitations of paragraph 54.

54. Grievances shall be taken up promptly and within 60 days after the date of the occurrence thereof. In the event the grievance is entered after the 60-day period has expired, it will still be handled as above provided, except that retroactivity shall be limited to the date on which the grievance was first taken up in writing. (253)

\* \* \*

No wage claim shall be valid for a period or more than 30 days prior to the date of filing the grievance.

Any claim or award for back wages under this agreement shall be less any unemployment or other compensation for personal services received from any source during the period in question. (254)

\* \* \*

Any retroactivity that may be involved in any grievance and/or complaint shall be mutually agreed upon by the company and the union. (255)

## Unsettled Grievance Disputes

All but 88 of the 1,697 agreements with grievance procedures provided for the arbitration of unsettled disputes. The scope of arbitration provisions will be discussed in a subsequent bulletin. In the 88 agreements, which in total covered 215,550 workers, the formal procedures for settling grievance disputes were either exhausted at the last step in the grievance procedure, or, as in 10 agreements, with an attempt at nonbinding mediation. It is important to note that, at the exhaustion of the grievance machinery, the employer's action prevails (i. e., the grievance is denied) unless another recourse is available to the union.

Sixty-two of the 88 agreements explicitly allowed strike action failing settlement upon exhaustion of the grievance procedure:

Section 5—(a)—The company will give the union a written answer to any grievance in the last step of the grievance procedure.

Section 6—If such grievance is not satisfactorily settled within 3 days after the meeting between the union's representatives and the corporation's representatives herein provided for in section 5, then the grievance procedure will be considered as having been exhausted, and the international union and local union may authorize and declare a strike. (256)

An absolute ban on strikes during the term of the agreement was incorporated into nine agreements, with a total coverage of 16,100 workers. The largest of these agreements tempered the no-strike ban by allowing cancellation of the agreement if any violation or annulment of work rules occurred, if the employer sublet or transferred work without union approval, or if he employed workmen in any manner inconsistent with the provisions of the agreement.

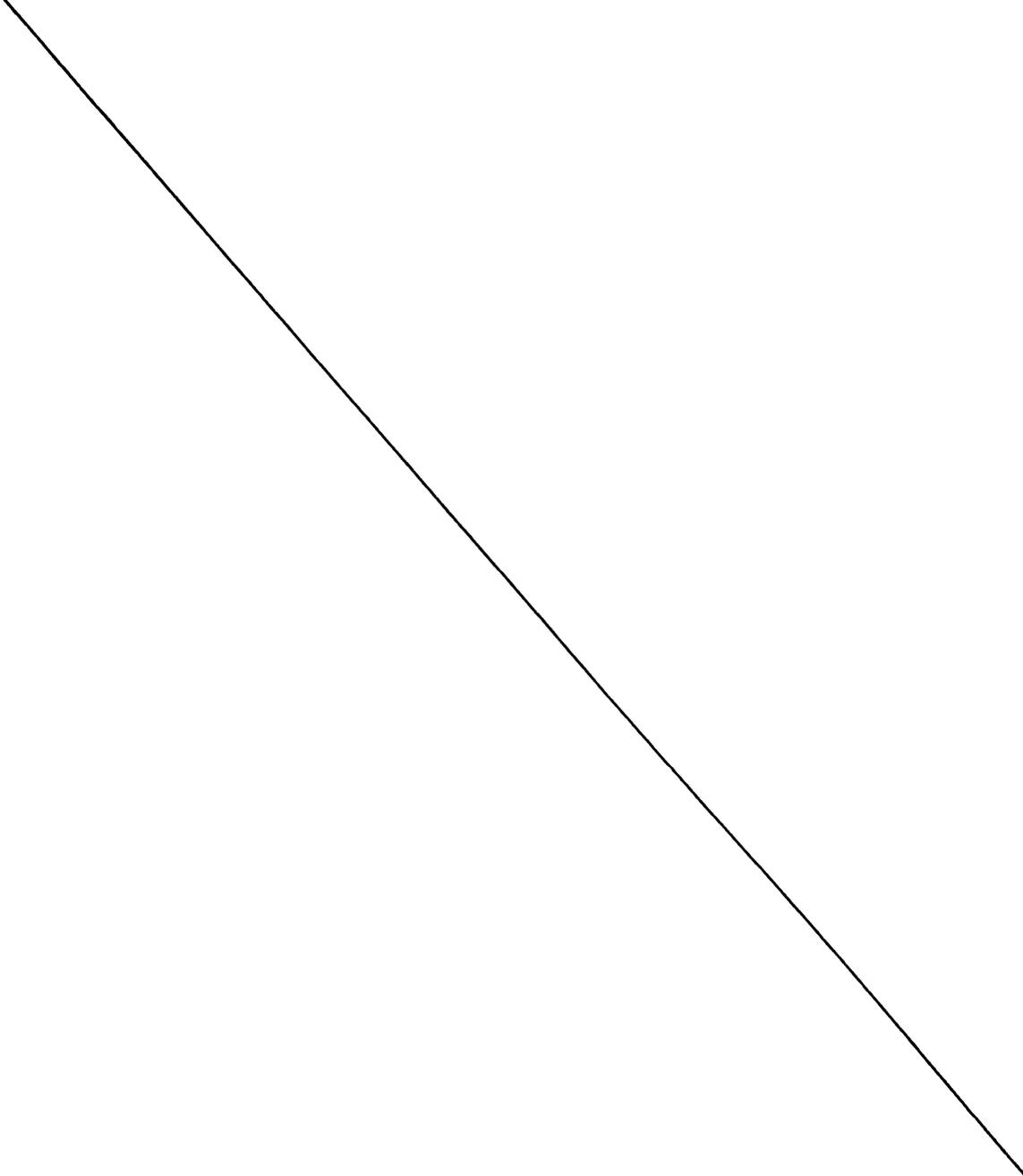
The remaining 17 agreements neither banned strikes nor explicitly permitted them, presumably implicitly opening the possibility of strike action.

Five industries—tobacco, lumber and wood products, primary metals, transportation equipment, and construction—accounted for over two-thirds of the agreements without provision for arbitration. Twenty-three of the 88 agreements were negotiated by the Auto Workers. Among the various other signatory unions, but to a much lesser extent, were the Tobacco Workers, Electrical Workers (IBEW), Carpenters, Woodworkers, and Teamsters. One agreement was negotiated by the Steelworkers.

Fifty-six of the 88 agreements specified that all grievances could be processed; the remaining 32 limited the issues to disputes over interpretation, application, or violation of the agreements. None of the agreements listed specific issues which were to be excluded.

## Appendixes

In order to illustrate how the various parts of the grievance clause fit together, the pertinent sections from four major agreements are reproduced in their entirety in appendix A. Appendix B presents grievance procedures found in 10 small situations (agreements covering fewer than 150 employees). Each clause reproduced in the body of this bulletin is identified by company and union in appendix C.



## Appendix A

### Selected Grievance Procedures Reproduced in Full

From the agreement between  
ALUMINUM COMPANY OF AMERICA AND  
ALUMINUM WORKERS INTERNATIONAL UNION  
(expires May 1965)

#### Procedure for Handling Grievances

##### Section 23. Grievance Procedure

Should an employee (or former employee within 10 working days of his dismissal, discharge, or layoff) feel that he has been treated unjustly, he or his union representative or representatives may present his grievance to the proper representative of the company who will give it prompt and thorough consideration. This may include any difference of opinion or dispute between representatives of the company and the union representatives regarding interpretation or operation of any provision of this agreement.

1. Such grievance shall first be taken up with the employee's immediate superior, except in such cases where one or more departments of a plant are involved, in which cases the matter may be taken up first with the proper foreman, department head, or superintendent. Failing satisfactory settlement within 2 days after the final hearing at this step,
2. The grievance may then be appealed to the next higher ranking local representative of the company. Failing satisfactory settlement within 3 days after the final hearing at this step,
3. The grievance may then be appealed to the highest ranking local representative designated by the company who shall give his answer within 7 days.
4. Should such highest ranking local representative of the company and the union fail to agree, the grievance in writing may be appealed to the president or other general executive of the company with the object of reaching a satisfactory settlement. If requested by union, the president or other general executive of the company shall arrange a conference with the union and may, subsequent to such conference call such hearings, if any, as he may deem necessary or desirable.

All requests for hearings with such local representatives of the company shall be granted as soon as possible, and in no event later than the following (unless further time is mutually agreed upon):

First step, 2 days after first presented.

Second step, 3 days after appeal from first step.

Third step, 5 days after appeal from second step.

All grievances appealed beyond the first step shall be reduced to writing by the union and all answers thereto by the company beyond the first step shall be in writing.

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

The local union and local management may agree to such modifications of the first three steps of the grievance as may be appropriate for local conditions.

Section 24. Limitations

No wage claim shall be allowed retroactively prior to the date the grievance thereon is presented unless it was not reasonably possible for the claimant to know he had grounds for such claim and in such case shall not be valid for any period greater than 30 days prior to the date the grievance is presented.

If a grievance is not appealed within 1 week from the date a written reply is received at any step, back pay will not accumulate for the time elapsing between the end of such week and the time the appeal is made.

A retroactive date may or may not be fixed within these limitations.

Section 25. Access to Plants

An international representative of the union shall be granted access to the plants of the company for the purpose of investigating grievances which are being considered by the union and the company at the third or fourth step of the grievance procedure provided such investigations do not conflict with any government regulations and are in accordance with general rules agreed upon by the company and the union.

From the agreement between  
 GENERAL ELECTRIC COMPANY AND  
 INTERNATIONAL UNION OF ELECTRICAL,  
 RADIO AND MACHINE WORKERS  
 (expires October 1966)

Grievance Procedure

1. Grievances may be filed by an employee or group of employees, a steward or the local. Grievances of a general nature filed by the local shall be initiated at the second step of the grievance procedure.

2. Steps. Grievances other than those of a general nature may be processed only by recourse to the following successive steps:

(a) Step 1 (foreman level)

- (1) Within a reasonable time after the occurrence or knowledge of the situation, condition, or action of management giving rise to the grievance, the employee affected thereby or his steward may present the grievance to the employee's foreman or other immediate supervisor. (If presented by the employee, he may also have his steward present.)
- (2) Within 1 working day after such presentation, such foreman or other immediate supervisor shall give to such employee and steward his decision with respect to such grievance, or shall advise them that additional time for such decision is needed, in which event he shall give them such decision within 1 week thereafter.
- (3) A steward who submits a written grievance to his foreman shall receive, upon request, a written reply.
- (4) If a settlement is not reached between the steward and his immediate supervisor, the local may refer the grievance to two representatives of the local for discussion in the department with representatives of local management for settlement, if possible.

## (b) Step 2 (management level)

- (1) If a settlement is not reached at step 1, the designated local official may present to a representative designated by local management, a written statement of such grievance giving all pertinent information relative to the grievance and indicating the relief requested.
- (2) Meetings between representatives of the local and local management shall be arranged at mutually agreeable times for the purpose of discussing such grievance. In those cases where it is mutually agreed by management and local representatives that an inspection of the job would be helpful in settling the case, a subcommittee of the local with management representatives shall be allowed to make an inspection of the job. Local representatives may include the business agent or his assistant or officers of the local.
- (3) Upon request, local management will give the local a written reply.

## (c) Step 3 (headquarters level)

Any grievance, having been processed through step 2 without satisfactory settlement, may be referred to the national officers of the union for submission to an executive officer of the company or his designated representative, who shall arrange meetings for the purpose of discussing such grievances.

Such grievances shall be submitted to the company not less than 2 weeks prior to the date of any discussion and not more than 3 months after the completion of discussions and the final decision of local management at step 2.

When the union requests an emergency meeting on a particular grievance or grievances, such a meeting will be arranged by the parties within 1 week.

The company shall give its final decision to the union in writing within a reasonable time after the completion of discussion on any grievance.

The discussions provided for above may, by mutual agreement, be held at the plant location of the local submitting the grievance, if requested by the union.

## 3. Discipline based on warning notices.

Before imposing a disciplinary penalty or discharge which is based upon the cumulative effect of written warning notices, the company will notify the employee concerned 1 week in advance. The matter may be made a subject for grievance discussions, but such discussions shall not prevent imposition of the penalty pending their final outcome, and in the event it is determined that an employee has been improperly penalized, he will be reimbursed for any loss of wages sustained as a result of the imposition of the penalty.

## Article XIV. Strikes and Lockouts

1. There shall be no strike, sitdown, slowdown, employee demonstration, or any other organized or concerted interference with work of any kind in connection with any matter subject to the grievance procedure, and no such interference with work shall be directly or indirectly authorized or sanctioned by a local or the union, or their respective officers or stewards, unless and until all of the respective provisions of the successive steps of the grievance procedure set forth in article XIII shall have been complied with by the local and the union, or if the matter is submitted to arbitration as provided in article XV.

2. The company will not lock out any employee or transfer any job under dispute from the local works, nor will the local management take similar action while a disputed job is under discussion at any of the steps of the grievance procedure set forth in article XIII, or if the matter is submitted to arbitration as provided in article XV.

From the agreement between  
 GENERAL MOTORS CORPORATION AND  
 INTERNATIONAL UNION, UNITED AUTOMOBILE,  
 AEROSPACE AND AGRICULTURAL IMPLEMENT  
 WORKERS OF AMERICA  
 (expires August 1964)

## Grievance Procedure

### Step 1. Presentation of Grievance to Foreman

(28) Any employee having a grievance, or one designated member of a group having a grievance, should first take the grievance up with the foreman who will attempt to adjust it.

(29) Any employee may request the foreman to call the committeeman for that district to handle a specified grievance with the foreman. The foreman will send for the committeeman without undue delay and without further discussion of the grievance.

(30) If the grievance is not adjusted by the foreman, it shall be reduced to writing on forms provided by the corporation, and signed by the employee involved and one copy shall be given to the foreman. The committeeman may then take the grievance up with higher supervision with or without another committeeman, according to the agreed local practice.

### Step 2. Appeal to Shop Committee

(31) If the case is not adjusted at this step, it may be referred to the shop committee (or subcommittee where established).

(32) In plants in which subcommittees are established, cases not adjusted by the subcommittee and the representative of management may be appealed to the shop committee as a whole to be taken up with the highest local management.

(33) After a written grievance signed by the employee making the complaint has been appealed to the shop committee by a committeeman, the chairman of the shop committee may designate one of its members to make a further investigation of the grievance in order to discuss the grievance properly when it is taken up by the shop committee at a meeting with the management.

(34) A final decision on appealed grievances will be given by a representative of the highest local management within a maximum of 15 working days from the date of first written filing thereof unless a different time limit is established by local agreement in writing. Any grievance not appealed from a decision at 1 step of this procedure in the plant to the next step within 5 working days of such decision, shall be considered settled on the basis of the last decision and not subject to further appeal. However, in plants where there are less than 2,500 employees, the shop committee may, upon notifying the plant management in writing, substitute a 10-day period for the 15-day period and a 3-day period for the 5-day period. Provided further, however, that within the applicable time limits of this paragraph a grievance may be withdrawn by mutual agreement without prejudice to either party.

(35) Written answers will be given by the management to all written grievances presented by the shop committee.

(36) The question of supplying minutes of the shop committee meetings with the management to the shop committee and the form of such minutes is a matter to be negotiated with the management of each plant by the committee involved. In the interest of expediting orderly procedure, it is desirable for the chairman of the shop committee to furnish management with an agenda of the matters, including a listing of grievances the union desires to discuss at the meeting. The agenda if submitted should be furnished as far in advance of the meeting

as possible. Such an agenda would not preclude discussion of other pertinent subjects. The minutes of shop committee meetings will be furnished to the chairman of the shop committee within 6 calendar days from the date of the meeting.

Such minutes should include:

- (1) Date of meeting.
- (2) Names of those present.
- (3) Statement of each grievance taken up and discussed, also, in summary fashion of the union's contention in the event of failure to adjust.
- (4) Management's written answer on each grievance, with reason for same if answer is adverse.
- (5) "Highlights" of the meeting, these including specific questions asked by the committee on policy matters and any answers to such questions given by management.
- (6) Date of approval, and signatures as agreed upon locally.

The above provisions shall not interfere with any mutually satisfactory local practice now in effect.

### Step 3. Appeal to Corporation and International Union

(37) If the grievance is not adjusted at this step and the shop committee believes it has grounds for appeal from the plant management decision, the chairman of the shop committee will give the plant management a written "notice of unadjusted grievance," on forms supplied by the corporation, and the chairman or designated member of the shop committee will then prepare a complete "statement of unadjusted grievance" setting forth all facts and circumstances surrounding the grievance, signed by the chairman of the shop committee. The plant manager or his designated representative will also prepare a complete "statement of unadjusted grievance" and the management's reason in support of the position taken, signed by the plant manager or his authorized representative. Three copies of the union's statement will be exchanged with the management for three copies of the management's statement as soon as possible and in any event within 5 working days after the committee has given the management the "notice of unadjusted grievance," unless this time is extended by mutual agreement in writing, in which event the 30 days for appeal by the regional director as provided in paragraph 38 shall be automatically extended by the same number of days as the amount of extended time for exchanging statements of unadjusted grievance. Each shop committee shall consecutively number each "statement of unadjusted grievance" from one upward for identification purposes.

(38) The chairman of the shop committee shall then forward copies of the "statements of unadjusted grievance," to the regional director of the international union. The regional director will review the case and determine if an appeal shall be made. The regional director or a specified representative and the director of the General Motors department of the international union or a specified member of his staff will be granted permission to visit the plant for the purpose of investigating the specific grievance involved in "statements of unadjusted grievance," providing such a grievance is of the nature that observation or investigation will aid in:

- (1) Arriving at a decision as to whether or not a grievance exists;
- (2) Arriving at a decision as to whether or not such grievance shall be appealed;
- (3) The purpose of its proper presentation in the event of appeal.

Such visits will occur only after the following procedure has been complied with:

- (a) The names of the individuals who will be permitted to enter the plant must be submitted in writing to local management previous to the date such entry is requested. Such names will be submitted to the Corporation by the General Motors department of the international union.

- (b) The regional director shall give notice in writing to plant management of the request for entry and will identify the representative whom he wishes to make the visit and the specific grievance to be investigated. In the case of the director of General Motors department or a specified member of his staff, notice may be given either verbally or in writing.
- (c) Plant management will acknowledge receipt of the request and set a time during regular working hours which is mutually agreeable for such visit.
- (d) A member of the shop committee or a district committeeman may accompany the union representative during such visit should he request their presence. Management representatives may accompany the union representatives during such visit.
- (e) Only one such visit on a specified grievance shall be made by the regional director or his specified representative unless otherwise mutually agreed to.
- (f) Such visits shall be restricted to the time mutually agreed upon in point (c) above and shall be of reasonable duration and shall be subject to all plant rules and regulations which apply to employees and all regulations made by the United States Army, Navy, and Federal Bureau of Investigation.

It is mutually agreed that the purpose of this provision is solely to facilitate the operation of the grievance procedure, and that the union representative shall confine his visit to its stated purpose. If it is necessary the union representative may interview the employee or employees signing the grievance and employees in the bargaining unit who have information relevant to the case.

Any dispute developing out of the application of these provisions may be finally determined by the umpire.

If the regional director shall decide to appeal the case, he shall give notice on the form "notice of appeal" supplied by the corporation, sending one copy each to the local plant management and the chairman of the shop committee. Such "notice of appeal" will carry the same case number as the "statement of unadjusted grievance." Any case not appealed within 30 days, or within 30 days plus any agreed upon extension of time for exchanging statements of unadjusted grievance as provided in paragraph 37, of the date of the written decision by the local plant management to the shop committee, shall be finally and automatically closed on the basis of that decision and shall not be subject to further appeal. No case shall be reopened unless the regional director shall submit new evidence to the plant management and it is mutually agreed by them that such case should be reopened. The case shall then date from the date it is reopened.

(39) The case will then be considered by an appeal committee consisting of four members as follows: For the union, the regional director or one specified representative of the regional director who is permanently assigned to handle all cases arising under this agreement, in all plants in his region, and the chairman or another designated member of the shop committee of the plant involved; and two representatives of local or divisional management, one of whom has not previously rendered a decision in the case. No person shall act as a representative of a regional director in meetings of the appeal committee unless his name has been given to the corporation in writing by the international union. A representative of the international office of the union and/or a representative of the personnel staff of the corporation may also attend such meetings at any time. Upon the written request of the chairman of the shop committee and the regional director or his specified representative to the plant management, 24 hours in advance of the meeting, a member of the shop committee (or the district committeeman, in lieu of such shop committeeman, who has previously handled such case) will be permitted to participate in the appeal meeting on such case. Whenever the union requests the presence of a third representative at the appeal hearing, management may also select a third representative who has previously handled the case, to participate in the appeal meeting on such case.

(40) Attendance of committeemen at the meetings of the appeal committee shall be considered as absence from the plant under paragraph 19 of the agreement. Such committeemen will be paid their regular rate of pay for time spent in such meetings of the appeal committee for the hours that they would otherwise have worked in the plant.

(41) Meetings of the appeal committee shall be held not more frequently than once each 2 weeks for each bargaining unit, unless mutually agreed otherwise. In event no meetings of the appeal committee have been held for more than 2 weeks, meetings will be arranged within 7 days after "notice of appeal" has been received.

(42) If an adjustment of the case is not reached at this meeting, the management will furnish a copy of its decision in writing and a copy of the minutes of the meeting, to the chairman of the shop committee and the regional director within 5 working days after the meeting, unless this period is extended by mutual agreement in writing.

#### Step. 4. Appeal to Impartial Umpire

(43) In the event of failure to adjust the case at this point, it may be appealed to the impartial umpire, providing it is the type of case on which the umpire is authorized to rule.

From the agreement between  
PAPER BOX MANUFACTURERS AND  
INTERNATIONAL BROTHERHOOD OF PULP,  
SULPHITE AND PAPER MILL WORKERS  
(expires August 1964)

### Grievance Procedure

#### Section 1.

Any employee may discuss a grievance with the foreman prior to taking up said grievance with the union shop steward. Any meetings or conferences pertaining to grievances shall require the presence of the union shop steward and/or committee. Should differences arise in the plant between the company and the union or its members employed by the company, or should any local trouble of any kind arise in the plant, such grievances shall be reported by the union shop steward to the superintendent or manager of the plant in writing. If the manager, or superintendent, union shop steward, and the party with the grievance are unable to arrive at a satisfactory settlement within 48 hours, the question shall then be referred to the owner of the company and the international president or accredited representatives, or the representative of Local 286, and they shall attempt to bring about a harmonious settlement, but if the above group is unable to come to a satisfactory conclusion within 48 hours, the management of the company and the international union shall each select a representative. These two shall choose a third. If, however, within 5 days the third party cannot be chosen, the third arbitrator shall be selected under the rules of the American Arbitration Association, and these three shall constitute an arbitration board, and their findings shall be final and binding.

#### Section 2.

Any dispute or grievance may be taken up by the Mutual Interest and Adjustment Board, for settlement, provided both parties agree, before it is taken to arbitration.

#### Section 3.

Should the company discharge an employee without just cause and it should subsequently be determined as provided above that the employee should be reinstated, such employee shall be reinstated and shall receive full pay for all time lost.

#### Section 4.

If a shop steward should neglect his duty in handling a grievance, a representative of the union shall be empowered to take up the case.

## Mutual Interest and Adjustment Board

## Section 1.

A mutual interest and adjustment board shall be formed consisting of 10 members from the industry which shall be formed for discussing safety, health, athletics, contract violations, and such other matters of mutual welfare, and also to promote a better understanding between the employers and the employees. Five members of this board shall be appointed by the manufacturers, and five by the union. The board shall meet on the second Tuesday of June, the second Tuesday of September, second Tuesday of December and second Tuesday of March, and the secretary shall notify the members of the meeting. The chairman shall be appointed by the board from these members. Signatories to this contract agree to appear before this board on citation of contract violations. Either committee desiring may have their attorney present at this meeting, providing the other committee is notified 24 hours in advance of the meeting.

## Section 2.

The chairman shall be empowered to call the board into session at any time that it may be required in cases of dispute or grievance.



## Appendix B

### Selected Grievance Clauses Negotiated by Small Companies

From the agreement between  
AMERICAN METAL SPECIALTIES CORPORATION AND THE  
INTERNATIONAL UNION OF ELECTRICAL,  
RADIO AND MACHINE WORKERS  
(expires January 1965)

When any differences arise between the employer and the union or its members, the grievance shall be reduced to writing, and an earnest effort shall be made to settle such matters in the following manner:

- (a) Between the shop committee of the union and the department supervisor;
- (b) All grievances must be filed with the company within 5 days of the time action was taken by the company causing the grievance. Grievances that have not been settled in step (a) shall be within 5 days referred to step (c).
- (c) Between the union representative and the employer's representative;
- (d) In the event of any differences which cannot be settled in the steps provided above, it is agreed by the parties that the Pennsylvania Department of Labor and Industry or the United States Department of Labor will be asked to mediate such differences;
- (e) In the event such differences cannot be settled in the steps provided above, a board of arbitrators shall be set up.

From the agreement between  
THE CHICAGO HOUSE OF BUTLER BROTHERS AND  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS,  
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA (Ind.)  
(expires May 1964)

Should differences arise between the company and the union or its members employed by the company as to meaning and application of the provisions in this agreement, such differences shall be settled in the following manner:

- (a) The aggrieved employee shall first take up his case with the foreman of his department. He may, if he so desires, have the shop steward appear with him.
- (b) In case the matter is not settled, the employee with the shop steward may appeal to the warehouse manager and personnel manager.
- (c) In case the matter is not then settled, the employee may appeal to the shop committee, designated by the members of the union. It then may take the matter up with the house manager.
- (d) Upon failure to reach a settlement, the whole matter shall be referred to the representative of the union and the house manager.
- (e) If no agreement has yet been reached, the company and the union agree to submit the matter to arbitration. . . .

The shop committee shall consist of not more than six members representing all departments of the operating division. The names of such members shall be certified in writing by the secretary of the union to the house manager. Complaints regarding unjust or discriminating discharge of employees as covered by this agreement will be handled promptly according to the grievance procedure herein provided. Such complaints must be filed within 5 days of discharge and must be made in writing. The management must review and render a decision on the case within 5 working days of receipt of complaint.

From the agreement between  
 COSBY-HODGES MILLING COMPANY AND  
 RETAIL, WHOLESALE AND DEPARTMENT STORE UNION  
 (expires January 1965)

Section 1.

It is agreed that should any charge of violation of this agreement, charge of discrimination, grievance, or dispute arise at any time on the part of the employees, the matter must be brought up within 5 days after the alleged occurrence. Such matters shall be settled in the following manner:

- A. Between the employee and the foreman of the department involved.
- B. Between the employee and the members of the grievance committee designated by the union and the superintendent and/or manager of the plant, at which step the grievance must be reduced to writing.
- C. Between the representatives of the international organization of the union and the representative of the company.
- D. In the event the dispute cannot be satisfactorily settled within 10 days after the matter has been brought up, then within 10 days it shall be appealed to an impartial umpire to be appointed by mutual consent of the parties hereto. . . .
- F. In the event the company has a complaint for noncompliance with this agreement, it may, without waiver of any other rights or discretion of management held by it, take up the complaint with the grievance committee or principle official of the union in the district for immediate consideration and if not settled within 5 days, may require a decision by an umpire as above provided. . . .

Section 3.

The grievance committee shall consist of not less than three not more than five employees of the plant who shall serve without pay, any three of whom shall constitute a quorum.

From the agreement between  
 DECOREL CORPORATION AND UPHOLSTERS'  
 INTERNATIONAL UNION OF NORTH AMERICA  
 (expires December 1964)

All price, rates of wages, disputes, or any grievances between the employer and the union, or any of the employees, shall, in the first instance, be taken up for adjustment between the union's plant steward and the employer; if a mutually satisfactory adjustment is not arrived at, the union's business representative or an international union representative shall attempt to adjust the matter with the employer.

1. Should a controversy arise between said parties during the term of this agreement both parties agree to use all honorable means to bring about a fair adjustment. There shall be no cessation of work or withdrawal of members of the union while negotiations for adjustments of existing differences are pending during the term of this agreement.
2. It shall be the duty of the union plant steward to supervise the carrying out of the provisions of this agreement, and to take up with the employer such grievances as may arise on behalf of the employees.
3. It is agreed that dispute over matters covered in this agreement shall be referred to the proper officers of the employer and the authorized representatives of the union. If the dispute cannot be satisfactorily adjusted by these representatives of the parties hereto, it shall immediately be referred to the arbitration board of three members.

From the agreement between  
 FEDERAL DEPARTMENT STORES, INC., AND  
 AMALGAMATED CLOTHING WORKERS OF AMERICA  
 (expires January 1965)

In case a grievance is not settled with the store manager, the employee shall submit such grievance to the union, which in turn may attempt to adjudicate the grievance with the company. In case of inability to settle any grievance between the company and the union, the union shall notify the company in writing of the grievance and the inability to settle the same, and thereupon either the union or the company may within 10 days after such written notice call for an arbitration of such dispute. The same procedure shall apply in case the company shall have a grievance against the union or any person covered by this agreement, that is, the company shall attempt to settle the same with the union and upon failure to settle the same, the company shall notify the union in writing of such dispute, and thereupon either the union or the company may call for an arbitration of the same within 10 days after such written notification.

From the agreement between  
 GREENBELT CONSUMER SERVICES, INC., AND  
 AMALGAMATED MEAT CUTTERS AND BUTCHER  
 WORKMEN OF NORTH AMERICA  
 (expires May 1964)

In the event a grievance or dispute arises under the terms and during the life of this agreement that cannot be adjusted by the union and the employer within a reasonable time, either party may request that such grievance or dispute be submitted to arbitration . . .

From the agreement between  
 SHERWOOD BRASS WORKS AND  
 INTERNATIONAL UNION, UNITED AUTOMOBILE,  
 AEROSPACE AND AGRICULTURAL IMPLEMENT  
 WORKERS OF AMERICA  
 (expires November 1964)

All complaints in the first instance shall be taken up by the shop steward with the foreman and if not adjusted will be referred to the shop committee, setting forth the facts necessary for the adjustment of the complaint, including essential data. The member or members of the shop committee will then take up the matter with the labor relations representative of the company. Failing to make settlement, the matter shall then go to the shop committee and the management. If the matter is not satisfactorily adjusted then, the union may call in its outside representative to assist in finally settling the difficulty. . . .

The employees shall have the right to be represented by an executive shop committee of not more than five members including chairman and secretary, who shall be elected in any manner determined by the employees; the company shall negotiate with the shop committee as representatives of the employees. . . .

A committeeman shall not leave his work to investigate, discuss, or adjust grievances during working hours without first making up mutually satisfactory arrangements with the foreman.

(no arbitration)

From the agreement between  
 SOUTHWEST WASHINGTON HOSPITAL COUNCIL AND  
 WASHINGTON STATE NURSES ASSOCIATION  
 (expires July 1965)

Hospital Conference Committee:

The hospital administrator and the director of nursing service, jointly with the elected representatives of the general duty nurses of said hospital, shall constitute a hospital conference committee to assist with personnel problems. Such committee shall be on a permanent basis and shall meet regularly.

In event misunderstandings or disagreements shall arise with respect to meaning or interpretation of this agreement, or with respect to related questions, attempts to settle such misunderstandings or disagreements shall be normally in the following order:

- A. Between persons immediately involved.
- B. Between persons immediately involved and the director of nursing service.
- C. Between persons immediately involved, the director of nursing service, and the administrator.

At this meeting the nurse or nurses involved have the privilege of requesting the presence of the general duty conference committee members.

- D. If the agreement is not reached, the hospital conference committee shall strive toward solution of the problem.
- E. If agreement is not arrived at on a local level, then a committee composed of the Southwest State Hospital Council and a committee representing the Union (five representatives from each group) shall meet with both parties concerned for the purpose of making recommendations on any issues that may arise regarding the interpretation of this agreement.

(no arbitration)

From the agreement between  
 STERLING PAPER COMPANY AND THE  
 INTERNATIONAL BROTHERHOOD OF PULP,  
 SULPHITE, AND PAPER MILL WORKERS  
 (expires January 1965)

Should differences arise in the plant between the company and the union or its members employed by the company, or should any local trouble of any kind arise in the plant, such grievances shall be reported by the shop steward to the superintendent or manager of the plant in writing. If the manager, or superintendent, shop steward, and the party with the grievance are unable to arrive at a satisfactory settlement within 48 hours, the question shall then be referred to the owner of the company and the international president or accredited representatives, or the representative of local—, and they shall attempt to bring about a harmonious settlement, but if the above groups are unable to come to a satisfactory conclusion the management of the company and the international union shall each select a representative. These two shall choose a third. If, however, within 5 days the third party cannot be chosen, the third arbitrator shall be selected by the State Secretary of Labor, and these three shall constitute an arbitration board, and their findings shall be final and binding upon both parties.

From the agreement between  
THOROFARE MARKETS, INC., AND  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS,  
CHAUFFEURS, WAREHOUSEMEN AND HELPERS  
OF AMERICA (IND.)  
(expires September 1965)

a. It is agreed that all grievances shall be presented to the employer in writing by the steward, signed by the employee who has the grievance. In the event of any differences or complaints over the interpretation or application of the terms of this agreement, they may become the subject of conference as follows:

1. Between the steward and the warehouse superintendent or his designated alternate.
2. In the event of further differences in adjusting the grievance, the union business agent or president shall discuss it with the warehouse superintendent.
3. In the event of further differences in seeking a mutually satisfactory settlement, the complaint will be discussed by the union president with the president of the company, or a designated administrative executive in the event of his absence.
4. Should this meeting fail in settling the item in question, either of the parties hereto may request arbitration.

## Appendix C

### Identification of Clauses

<u>Clause number</u>	<u>Employer, Union, and Expiration Date</u>	<u>Page</u>
1	Youngstown Sheet and Tube Co ----- Steelworkers (USA), June 1964.	5
2	American Can Co., Marathon Division ----- Papermakers (UPP), April 1964.	5
3	Youngstown Sheet and Tube Co ----- Steelworkers (USA), June 1964.	5
4	Woodworkers Association of Chicago ----- Carpenters (CJA), May 1964.	6
5	Kennecott Copper Corp., Utah Copper Division ----- Mine, Mill (MMSW) (Ind.), June 1964.	6
6	Bethlehem Steel Co ----- Steelworkers (USA), April 1965.	6
7	Plumbing and Pipe Fitting Industry—Washington ----- Plumbing (PPF), December 1964.	6
8	Associated General Contractors of America and two others—Michigan ----- Bricklayers (BMP), April 1964.	7
9	Olin Mathieson Chemical Corp ----- Machinists (IAM), July 1964.	7
10	Armco Steel Corp ----- Armco Employees Independent Federation Inc. (Ind.), June 1964.	7
11	Republic Steel Corp. (mine contract) ----- Steelworkers (USA), June 1964.	8
12	United States Steel Corp ----- Steelworkers (USA), April 1965.	9
13	(Confidential), February 1964 -----	9
14	Globe Union Inc ----- Industrial Workers (AIW), March 1966.	9
15	Beaunit Mills, Inc., Beaunit Fibers Division ----- United Textile Workers (UTWA), August 1965.	9
16	Caterpillar Tractor Co ----- Machinists (IAM), January 1965.	9
17	Direct Mail Master Contract Association, Inc.—New York ----- Retail, Wholesale (RWDSU), January 1962.	9
18	Cooper-Bessemer Corp ----- Steelworkers (USA), August 1964.	10
19	E. I. DuPont de Nemours Co ----- United Workers, Inc. (Ind.), April 1965.	10
20	Borg-Warner Corp., Warner Gear Division ----- Auto (UAW), October 1964.	10
21	New England Freight Agreement ----- Teamsters (TCWH) (Ind.), January 1966.	10
22	The Carrier Corp., Elliot Co. Division ----- Steelworkers (USA), March 1965.	10
23	Armco Steel Corp ----- Armco Employees Independent Federation, Inc. (Ind.), June 1964.	10
24	Daystrom, Inc ----- Weston Employee's Union (Ind.), November 1963.	10
25	Pineapple Companies Agreement ----- Longshoremen's and Warehousemen's (ILWU) (Ind.), January 1965.	11
26	Sperry Rand Corp., Sperry Gyroscope Division ----- Electrical, International (IUE), May 1964	11
27	United Aircraft Corp., Pratt and Whitney Aircraft Division ----- Machinists (IAM), January 1965.	11

<u>Clause number</u>	<u>Employer, Union, and Expiration Date</u>	<u>Page</u>
28	Heavy Construction Association of the Greater Kansas City Area----- Engineers, Operating (IUOE), March 1964.	11
29	Yellow Cab Co. and four others—Ohio ----- Teamsters (TCWH) (Ind.), May 1965.	11
30	(Confidential), January 1965 -----	11
31	Caterpillar Tractor Co ----- Auto (UAW), September 1964.	12
32	Sylvania Electric Products, Inc ----- United Electrical Workers (UE) (Ind.), May 1963.	12
33	New York Shipping Association ----- Longshoremen's Association (ILA), September 1964.	12
34	McCall Corp ----- Bookbinders (IBB), April 1965.	12
35	Beaunit Mills Inc., Beaunit Fibers Division ----- United Textile Workers (UTWA), August 1965.	12
36	United States Steel Corp., American Bridge Division ----- Steelworkers (USA), June 1964.	12
37	Children's Dress, Cotton Dress and Sportswear Contractors Association, Inc.—New York ----- Garment, Ladies (ILGW), December 1963.	13
38	Rohr Corp ----- Machinists (IAM), November 1965.	13
39	General Refractories Co ----- District 50—Mine Workers (UMW-50) (Ind.), July 1964.	13
40	Whirlpool Corp ----- Machinists (IAM), May 1964.	13
41	Sherman-Williams Co ----- Oil, Chemical and Atomic Workers (OCAW), May 1964.	13
42	American Can Co ----- Steelworkers (USA), September 1964.	13
43	Friden, Inc ----- Machinists (IAM), March 1965.	13
44	Allen Bradley ----- United Electrical Workers (UE) (Ind.), March 1964.	14
45	Bendix Corp ----- Machinists (IAM), January 1966.	14
46	Graphic Arts Association of Michigan ----- Bookbinders (IBB), August 1964.	14
47	American Hardware Corp ----- Machinists (IAM), February 1964.	14
48	Graphic Arts Association of Michigan ----- Bookbinders (IBB), August 1964.	14
49	Bethlehem Steel Co ----- Steelworkers (USA), April 1965.	14
50	Campbell Soup Co ----- United Packinghouse (UPWA), March 1964.	14
51	Kennecott Copper Corp.—Utah Copper Division ----- Mine, Mill (MMSW) (Ind.), June 1964.	15
52	General Aniline and Film Corp ----- Chemical (ICW), June 1964.	15
53	ACF Industries, Inc ----- Machinists (IAM), July 1965.	15
54	Zenith Radio Corp ----- Independent Radionic Workers (Ind.), June 1965.	15
55	Philadelphia Transportation Co ----- Transport Workers (TWU), January 1965.	15
56	International Constitution ----- Auto (UAW), eff. May 1962.	17
57	International Constitution ----- Transport Workers (TWU), eff. October 1961.	17

<u>Clause number</u>	<u>Employer, Union, and Expiration Date</u>	<u>Page</u>
58	Southern California Edison Co ----- Electrical, Brotherhood (IBEW), December 1964.	18
59	Dan River Mills, Inc ----- Textile, United (UTWA), May 1965.	18
60	Ball Brother Co ----- Glass and Ceramic (UGCW), October 1965.	18
61	Otis Elevator Co ----- Electrical, International (IUE), August 1964.	19
62	Sperry Rand Corp ----- Electrical, International (IUE), May 1964.	19
63	Acme-Newport Steel Co ----- Steelworkers (USA), June 1964.	19
64	R. C. Mahon Co ----- Steelworkers (USA), August 1965.	19
65	Wyandotte Worsted Co ----- Textile Workers Union (TWUA), April 1966.	19
66	Hotel Association of St. Louis ----- Hotel (HREU), November 1964.	19
67	Central Motor Freight Association, Inc.—Illinois ----- Teamsters (TCWH) (Ind.), January 1964.	19
68	Bell Aircraft Corp ----- Auto (UAW), June 1966.	19
69	Southern California General Contractors Association and three others ----- Carpenters (CJA), April 1967.	20
70	The Prudential Insurance Co. of America ----- Insurance Workers (IWIU), September 1965.	20
71	Southwestern Public Service Co ----- Electrical, Brotherhood (IBEW), October 1966.	20
72	Oregon Draymen and Warehousemen's Association ----- Teamsters (TCWH) (Ind.), April 1964.	20
73	Olin Mathieson Chemical Corp ----- Machinists (IAM), July 1964.	20
74	General Time Corp.—Westclox Division ----- District 50—Mine (UMW—50) (Ind.), June 1963.	20
75	National U. S. Radiator Corp ----- Steelworkers (USA), August 1963.	20
76	Ice Cream Companies Agreement—Interstate ----- Teamsters (TCWH) (Ind.), April 1965.	21
77	Borg—Warner Corp.—Warner Gear Division ----- Auto (UAW), October 1964.	21
78	Sherman—Williams Co ----- Oil, Chemical and Atomic Workers (OCAW), May 1964.	21
79	Brown and Sharpe Manufacturing Co ----- Machinists (IAM), July 1964.	21
80	Consolidated Edison Co. of New York, Inc ----- Utility (UWU), January 1965.	22
81	General Telephone Co. of Michigan ----- Electrical, Brotherhood (IBEW), May 1964.	22
82	Standard Packaging Corp., Eastern Fine Paper and Pulp Division ----- Papermakers (UPP) and Pulp Sulphite (PSPMW), June 1964.	22
83	The Torrington Co ----- Auto (UAW), September 1963.	22
84	Southern California Edison Co ----- Electrical, Brotherhood (IBEW), December 1963.	22
85	(Confidential), September 1963 -----	22
86	Cartage Agreement—Illinois ----- Teamsters (TCWH) (Ind.), December 1963.	22
87	Brown and Sharpe Manufacturing Co ----- Machinists (IAM), October 1965.	23

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88	The Martin Co ----- Auto (UAW), November 1966.	23
89	Munsingwear Inc ----- Textile Workers Union (TWUA), March 1965.	23
90	Borg-Warner Corp.—Warner Gear Division ----- Auto (UAW), October 1964.	23
91	Rockwell Standard Corp ----- Auto (UAW), November 1964.	24
92	General Motors Corp ----- Auto (UAW), August 1964.	24
93	General Motors Corp ----- Auto (UAW), August 1964.	24
94	Borg-Warner Corp.—Warner Gear Division ----- Auto (UAW), October 1964.	25
95	General Motors Corp ----- Auto (UAW), August 1964.	25
96	Underground Contractors Association—Illinois ----- Hod Carriers (HCL), May 1963.	25
97	Commonwealth Edison Co ----- Electrical, Brotherhood (IBEW), March 1965.	25
98	The Martin Co ----- Auto (UAW), November 1966.	25
99	Plumbing, Heating and Piping Industry of Southern California ----- Plumbing (PPF), June 1963.	25
100	International Harvester Co ----- Auto (UAW), September 1964.	25
101	New England Steel Erectors Association ----- Iron Workers (BSOIW), June 1962.	25
102	Aerojet General Corp ----- Steelworkers (USA), November 1965.	26
103	General Motors Corp ----- Auto (UAW), August 1964.	26
104	Sperry Rand Corp.—Gyroscope Division ----- Electrical, International (IUE), May 1964.	26
105	Bendix-Westinghouse Automotive Air Brake Co ----- Auto (UAW), January 1965.	26
106	National Lead Co ----- Fernaldi AFL—CIO Atomic Trade and Labor Council, September 1966.	26
107	National Cash Register Co ----- NCR Employee's Independent Union (Ind.), August 1964.	26
108	Northrop Corp ----- RPA, Inc. (Ind.), June 1964.	27
109	New England Road Builders Association ----- Hodcarriers (HCL), March 1967.	27
110	Art Metal Inc.—Jamestown Division ----- Machinists (IAM), July 1965.	27
111	Store Fixture and Architectural Woodwork Institute—California ----- Carpenters (CJA), April 1965.	27
112	Pacific Coast Shipbuilders ----- Metal Trades Council, June 1965.	27
113	McDonald Aircraft Corp ----- Machinists (IAM), November 1965.	27
114	Socony Mobil Oil Co ----- Oil, Chemical and Atomic Workers (OCAW), February 1963.	27
115	General Motors Corp ----- Auto (UAW), August 1964.	28
116	Detroit Milk Companies Agreement ----- Retail, Wholesale (RWDSU), November 1963.	29
117	Brown Co ----- Pulp (PSPMW), April 1964.	29

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118	American Cynamid Co ----- Chemical (ICW), December 1964.	29
119	Owens-Illinois Glass Co.—Kimble Glass Co. Division ----- Glass Bottle (GBBA), May 1965.	29
120	Associated Milk Dealers of Denver ----- Teamsters (TCWH) (Ind.), March 1964.	30
121	California Processors and Growers, Inc ----- Teamsters (TCWH) (Ind.), February 1964.	30
122	Sperry Rand Corp.—Gyroscope Division ----- Electrical, International (IUE), May 1964.	30
123	ACF Industries Inc ----- Machinists (IAM), July 1965.	30
124	Pittsburgh Plate Glass Co.----- Glass and Ceramic (UGCW), February 1966.	30
125	National Cash Register Co ----- NCR Employee's Independent Union (Ind.), August 1964.	31
126	General Fireproofing Co ----- Steelworkers (USA), October 1965.	31
127	Armour and Co ----- Meat Cutters (MCBW), August 1964.	31
128	Monsanto Chemical Corp.—Plastics Division ----- Electrical, International (IUE), July 1965.	31
129	General Telephone Co. of Pennsylvania ----- Electrical, Brotherhood (IBEW), July 1965.	31
130	New York Coat and Suit Association, Inc ----- Garment, Ladies (ILGW), May 1964.	31
131	Industrial Association of Juvenile Apparel Manufacturers Inc ----- Garment, Ladies (ILGW), December 1963.	31
132	First National Stores, Inc ----- Meat Cutters (MCBW), August 1964.	32
133	Lee Rubber and Tire Corp ----- Rubber (URW), June 1963.	32
134	Southern and Northern Soil Pipe Manufacturers ----- Molders (IMAW), December 1964.	32
135	Underground Contractors Association—Illinois ----- Hod Carriers (HCL), May 1963.	32
136	The Martin Co ----- Auto (UAW), November 1966.	32
137	Associated Spring Corp ----- Auto (UAW), October 1966.	32
138	Lockheed Aircraft Corp ----- Machinists (IAM), July 1965.	32
139	The Ohio Brass Co ----- Machinists (IAM), June 1964.	33
140	Rohm and Haas Co ----- Glass and Ceramic (UGCW), October 1964.	33
141	Associated Food Retailers and Retail Chain Food Stores— Illinois and Indiana ----- Retail Clerks (RCIA), November 1964.	34
142	Eastern Massachusetts Laborers District Council ----- Hod Carriers (HCL), May 1964.	34
143	Federal Department Stores, Inc ----- Clothing (ACWA), January 1965.	34
144	Sperry Rand Corp.—Sperry Gyroscope Division ----- Electrical, International (IUE), May 1964.	34
145	The Edition Bookbinders of New York, Inc ----- Bookbinders (IBB), March 1965.	35
146	Leavers Lace Manufacturers of America, Inc ----- Lace Operatives (ALO) (Ind.), February 1963.	35

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148	Crucible Steel of America ----- Steelworkers (USA), June 1964.	36
149	Aluminum Co. of America ----- Auto (UAW), July 1964.	36
150	Goodyear Tire and Rubber Co ----- Rubber (URW), April 1965.	36
151	Anchor-Hocking Glass Corp ----- Flint Glass (AFGW), September 1965.	36
152	United States Steel Corp ----- Steelworkers (USA), April 1965.	36
153	Pineapple Companies Agreement ----- Longshoremen's and Warehousemen's (ILWU) (Ind.), January 1965.	36
154	American Machine and Foundry Co ----- Auto (UAW), January 1965.	36
155	Raytheon Manufacturing Co ----- Electrical, Brotherhood (IBEW), August 1965.	37
156	National Lead Co.—Titanium Division ----- Painters (BPDP), March 1966.	37
157	Hiram Walker and Sons, Inc ----- Distillery (DRWW), December 1964.	38
158	Electric Autolite Co ----- Auto (UAW), November 1961.	38
159	Olin Mathieson Chemical Corp ----- Machinists (IAM), July 1964.	38
160	Pineapple Companies Agreement ----- Longshoremen's and Warehousemen's (ILWU) (Ind.), January 1965.	38
161	Owens-Illinois Glass Co.—Kimble Glass Co. Division ----- Glass Bottle (GBBA), May 1965.	38
162	The Prudential Insurance Co. of America ----- Insurance Workers (IWIU), September 1965.	38
163	General Telephone Co. of Pennsylvania ----- Electrical, Brotherhood (IBEW), July 1965.	38
164	White Pine Copper Co ----- Steelworkers (USA), August 1962.	38
165	National Can Co ----- Steelworkers (USA), October 1964.	39
166	Mergenthaler Linotype Co ----- Auto (UAW), February 1965.	39
167	Caterpillar Tractor Co ----- Machinists (IAM), January 1965.	39
168	Kaiser Aluminum and Chemical Corp ----- Steelworkers (USA), July 1964.	39
169	R. C. Mahon Co ----- Steelworkers (USA), August 1965.	39
170	Food Industry, Inc ----- Retail Clerks (RCIA), March 1964.	39
171	General Aniline and Film Corp ----- Chemical (ICW), June 1964.	39
172	Lockheed Aircraft Corp ----- Engineers and Scientists Guild (Ind.), November 1965.	40
173	Crane Co ----- Steelworkers (USA), August 1963.	40
174	Chrysler Corp ----- Auto (UAW), August 1964.	40
175	Campbell Soup Co ----- Packinghouse (UPWA), March 1964.	40
176	General Motors Corp ----- Electrical, International (IUE), August 1964.	40

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178	Detroit Lumbermen's Association ----- Teamsters (TCWH) (Ind.), April 1964.	41
179	Detroit Lumbermen's Association ----- Teamsters (TCWH) (Ind.), April 1964.	41
180	Armco Steel Corp ----- Steelworkers (USA), April 1965.	41
181	General Telephone Co. of Pennsylvania ----- Electrical, Brotherhood (IBEW), July 1965.	42
182	St. Regis Paper Co.—Rhineland Paper Co. Division ----- Papermakers (UPP) and Pulp (PSPMW), May 1964.	42
183	National Sugar Refining Co ----- Sugar Refining Workers' Local 1648 (Ind.), September 1963.	42
184	Southern Bell Telephone and Telegraph Co ----- Communications (CWA), November 1966.	42
185	Atlantic Refining Co ----- Atlantic Independent Union (Ind.), March 1965.	42
186	Distributors Association of Northern California ----- Longshoremen's and Warehousemen's (ILWU) (Ind.), May 1964.	42
187	North American Aviation, Inc ----- Auto (UAW), September 1965.	42
188	Olin Mathieson Chemical Corp ----- Machinists (IAM), November 1965.	43
189	Stubnitz Green Corp ----- Auto (UAW), October 1964.	44
190	Armco Steel Corp ----- Armco Employees Independent Federation, Inc. (Ind.), June 1964.	44
191	Dow Chemical Co ----- Mine—District 50 (UMW—50) (Ind.), March 1965.	44
192	Crane Co ----- Steelworkers (USA), August 1963.	44
193	General Electric Co ----- Electrical, International (IUE), October 1966.	44
194	Colorado Fuel and Iron Corp ----- Steelworkers (USA), June 1964.	44
195	Rohm and Haas Co ----- Glass and Ceramic (UGCW), October 1964.	44
196	Sun Shipbuilding and Dry Dock Co ----- Boilermakers (BBF), January 1964.	45
197	American Metal Products Co ----- Auto (UAW), October 1966.	45
198	Armco Steel Corp ----- Armco Employees Independent Federation, Inc. (Ind.), June 1964.	45
199	St. Regis Paper Co.—Rhineland Paper Co. Division ----- Papermakers (UPP) and Pulp (PSPMW), May 1964.	45
200	Stanley Works—Stanley Tool Division ----- Machinists (IAM), January 1966.	45
201	P. Lorillard Co ----- Tobacco (TWIU), December 1964.	45
202	Bell Telephone Laboratories, Inc ----- Communications (CWA), March 1967.	45
203	American Machine and Tool—U. S. Gauge Co. Division ----- Machinists (IAM), September 1964.	45
204	Marhoefer Packing Co ----- Packinghouse (UPWA), October 1964.	46
205	Campbell Soup Co ----- Packinghouse (UPWA), March 1964.	46
206	Pineapple Companies Agreement ----- Longshoremen's and Warehousemen's (ILWU) (Ind.), January 1965.	46

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209	Photo Engravers Board of Trade—New York ----- Photo Engravers (IPEU), December 1963.	46
210	Humble Oil and Refining Co ----- Independent Industrial Workers Union (Ind.), April 1966.	46
211	Niagara Frontier Unionized Milk Dealers Association ----- Teamsters (TCWH) (Ind.), June 1964.	47
212	Kennecott Copper Corp.—Utah Copper Division ----- Mine, Mill (MMSW) (Ind.), June 1964.	47
213	Niagara Frontier Unionized Milk Dealers Association ----- Teamsters (TCWH) (Ind.), June 1964.	47
214	American Can Co ----- Steelworkers (USA), September 1964.	47
215	General Dynamics ----- Office (OEIU), October 1965.	47
216	Republic Steel Corp ----- Steelworkers (USA), April 1965.	48
217	International Harvester Co ----- Auto (UAW), September 1964.	48
218	New York Employing Printers Association ----- Bookbinders (IBB), August 1966.	48
219	RCA Communications ----- Communications Association (ACA) (Ind.), May 1965.	48
220	General Dynamics—General Dynamics/Astronautics Division ----- Machinists (IAM), October 1965.	49
221	Gates Rubber Co ----- Rubber (URW), June 1966.	49
222	Screw and Bolt Corp. of America ----- Steelworkers (USA), September 1965.	49
223	Lockheed Aircraft Corp ----- Machinists (IAM), July 1965.	49
224	Kennecott Copper Corp.—Utah Copper Division ----- Mine, Mill (MMSW) (Ind.), June 1964.	50
225	General Fireproofing Co ----- Steelworkers (USA), October 1965.	50
226	Kaiser Aluminum and Chemical Corp ----- Steelworkers (USA), July 1964.	50
227	Mosaic Tile Co ----- Glass and Ceramic (UGCW), November 1963.	50
228	Goodyear Tire and Rubber Co ----- Rubber (URW), April 1965.	50
229	Joseph E. Seagrams and Sons, Inc ----- Distillery (DRWW), July 1966.	50
230	Jewel Tea Co., Inc ----- United Retail Workers (Ind.), January 1965.	50
231	Zenith Radio Corp ----- Independent Radionic Workers (Ind.), June 1965.	50
232	Cement-Haul Agreement—Eastern Conference Area ----- Teamsters (TCWH) (Ind.), February 1965.	50
233	Parke-Davis and Co ----- Oil, Chemical and Atomic Workers (OCAW), April 1965.	51
234	American Motors Corp ----- Auto (UAW), October 1964.	51
235	Owens-Illinois Glass Co.—Kimble Glass Co. Division ----- Glass Bottle (GBBA), May 1965.	51
236	General Refractories Co ----- Brick and Clay (UBCW), June 1964.	51

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238	Laclede Gas Co ----- Oil, Chemical and Atomic Workers (OCAW), July 1964.	52
239	Arrowhead Food and Beverage Council ----- Hotel (HREU), March 1964.	52
240	Bridgeport Brass Co ----- The Brass Workers (FLU), September 1964.	52
241	Rohm and Haas Co ----- Glass and Ceramic (UGCW), October 1964.	52
242	Long Island Lighting Co ----- Electric, Brotherhood (IBEW), June 1965.	54
243	Marhoefer Packing Co ----- Packinghouse (UPWA), October 1964.	54
244	Western Pennsylvania Motor Carriers Association ----- Teamsters (TCWH) (Ind.), January 1964.	54
245	Trucking and Terminal Companies Agreement—Illinois ----- Teamsters (TCWH) (Ind.), January 1964.	54
246	Simmons Co ----- Upholsterers (UIU), October 1964.	55
247	National Lock Co ----- Auto (UAW), January 1965.	55
248	General Dynamics Corp.—General Dynamics/Astronautics Division ----- Engineers and Architects Association (Ind.), December 1965.	55
249	Humble Oil and Refining Co ----- Independent Industrial Workers Union (Ind.), April 1966.	55
250	Goodyear Tire and Rubber Co ----- Rubber (URW), April 1965.	55
251	Simmons Co ----- Upholsterers (UIU), October 1964.	55
252	Sun Shipbuilding and Dry Dock Co ----- Boilermakers (BBF), January 1967.	55
253	Baldwin—Lima—Hamilton Corp ----- Steelworkers (USA), June 1965.	55
254	The Martin Co ----- Auto (UAW), November 1966.	55
255	American Motors Corp ----- Auto (UAW), October 1964.	55
256	American Motors Corp ----- Auto (UAW), October 1964.	56

NOTE: All unions are affiliated with the AFL—CIO except those followed by (Ind.).