

Table XXIV
PREFECTURAL LABOR UNION FEDERATIONS BY PREFECTURE ^{1/}
 (31 December 1947)

PREFECTURE	TOTAL		
	No. of Organi- zations	No. of Local Unions Affiliated	Claimed Membership
<u>TOTAL</u>	<u>779</u>	<u>11,705</u>	<u>3,929,376</u>
Hokkaido	5	95	24,479
Aomori	12	221	23,782
Iwate	23	169	40,126
Miyagi	16	203	80,345
Akita	32	254	67,605
Yamagata	14	224	60,074
Fukushima	18	262	76,703
Ibaragi	20	205	110,112
Tochigi	21	271	45,987
Gunma	21	217	80,420
Saitama	16	216	60,487
Chiba	11	172	119,111
Tokyo	32	685	499,909
Kenagawa	24	380	163,361
Niigata	25	305	85,532
Toyama	20	211	65,331
Ishikawa	18	271	66,620
Fukui	8	79	13,070
Yamanashi	11	126	53,487
Nagano	28	438	81,119
Gifu	16	201	76,243
Shizuoka	24	414	93,638
Aichi	18	356	189,258
Mie	15	152	64,989
Shiga	15	215	65,801
Kyoto	18	328	103,704
Osaka	22	429	141,260
Hyogo	17	570	187,771
Nara	12	197	58,949
Wakayama	16	137	27,308
Tottori	12	97	53,354
Shimane	14	175	22,336
Okayama	18	338	93,665
Hiroshima	21	344	95,387
Yamaguchi	19	278	76,832
Tokushima	12	184	30,018
Kagawa	13	142	37,857
Ehime	17	330	139,143
Kochi	10	321	36,169
Fukuoka	21	391	196,315
Saga	11	116	28,196
Nagasaki	17	297	118,300
Kumamoto	14	213	42,436
Oita	14	161	27,736
Miyazaki	12	120	36,743
Kagoshima	13	177	50,418
Unknown	3	18	17,890

Table XXIV
PREFECTURAL LABOR UNION FEDERATIONS BY PREFECTURE (Cont'd)
 (31 December 1947)

PREFECTURE:	AFFILIATED WITH GENERAL FEDERATION OF JAPANESE TRADE UNIONS			AFFILIATED WITH NATIONAL CONGRESS OF INDUSTRIAL UNIONS		
	No. of Organi- zations	No. of Local Unions Affiliated	Claimed Membership	No. of Organi- zations	No. of Local Unions Affiliated	Claimed Membership
TOTAL	78	2,516	727,899	147	2,501	663,000
Hokkaido	1	52	13,080	-	-	-
Aomori	-	-	-	4	110	8,993
Iwate	-	-	-	4	49	8,980
Miyagi	3	47	12,206	2	47	12,561
Akita	2	21	2,221	2	29	6,578
Yamagata	1	2	84	2	24	6,492
Fukushima	2	20	12,478	5	50	15,100
Ibaragi	-	-	-	5	62	20,244
Tochigi	3	71	12,355	3	49	9,686
Gumma	3	40	9,571	5	73	12,647
Saitama	1	42	24,437	4	69	15,643
Chiba	1	37	10,353	3	62	13,370
Tokyo	3	113	62,524	6	128	41,692
Kanagawa	3	64	38,667	8	149	66,475
Niigata	3	43	13,882	5	92	34,922
Toyama	2	28	14,827	3	56	16,872
Ishikawa	2	41	5,830	6	124	16,232
Fukui	-	-	-	3	41	6,438
Yamanashi	-	-	-	2	24	5,278
Nagano	1	10	2,545	4	93	19,254
Gifu	3	54	16,262	2	32	9,012
Shizuoka	4	108	23,911	5	113	25,403
Aichi	5	218	43,663	3	25	32,742
Mie	1	24	5,475	3	25	13,031
Shiga	3	43	10,979	2	11	4,408
Kyoto	2	67	12,306	2	35	12,343
Osaka	-	-	-	8	201	49,531
Hyogo	4	326	110,899	4	113	25,737
Nara	2	31	7,404	2	14	4,302
Wakayama	1	6	4,861	2	29	5,229
Tottori	-	-	-	3	25	4,581
Shimane	-	-	-	3	37	8,571
Okayama	4	111	20,560	2	28	8,752
Hiroshima	1	21	10,618	2	53	16,278
Yamaguchi	1	8	5,080	3	44	12,114
Tokushima	2	104	5,673	2	11	5,169
Kaga	2	65	17,262	2	20	4,811
Fukushima	2	155	55,928	2	29	9,053
Kochi	1	233	14,689	3	26	4,506
Fukuoka	1	146	46,569	2	82	23,123
Saga	-	-	-	-	-	-
Nagasaki	4	99	43,222	2	46	8,566
Kumamoto	-	-	-	4	61	16,901
Oita	1	17	3,735	3	48	7,840
Miyazaki	1	12	10,046	2	22	5,273
Kagoshima	1	22	7,889	2	34	7,806
Unknown	1	15	15,903	1	1	461

(Continued)

Table XXIV
PREFECTURAL LABOR UNION FEDERATIONS BY PREFECTURES^{1/} (Cont'd)
 (31 December 1947)

PREFECTURE	AFFILIATED WITH OTHER NATIONAL ^{2/} LABOR ORGANIZATIONS			UNAFFILIATED WITH ANY NATIONAL LABOR ORGANIZATIONS		
	No. of Organi- zations	No. of Local Unions Affiliated	Claimed Membership	No. of Organi- zations	No. of Local Unions Affiliated	Claimed Membership
TOTAL	366	4,244	1,637,075	188	2,444	901,402
Hokkaido	4	43	11,399	-	-	-
Aomori	4	57	12,057	4	54	2,732
Iwate	8	43	15,622	11	77	15,524
Miyagi	8	88	53,115	3	21	2,463
Akita	11	138	53,601	7	66	5,205
Yamagata	9	96	19,931	2	102	33,567
Fukushima	8	160	45,074	3	32	4,051
Ibaragi	11	90	48,158	4	53	41,710
Tochigi	10	104	16,957	5	47	6,989
Gunma	8	72	24,513	5	32	33,689
Saitama	9	88	19,913	2	17	494
Chiba	4	35	16,699	3	38	78,789
Tokyo	14	302	305,640	9	142	90,053
Kanagawa	8	112	40,112	5	55	18,107
Niigata	11	115	29,578	6	55	7,150
Toyama	10	64	11,754	5	63	21,878
Ishikawa	5	68	37,234	5	38	7,324
Fukui	5	38	6,632	-	-	-
Yamanashi	7	66	41,072	2	36	7,137
Nagano	8	132	30,086	15	203	29,234
Gifu	7	66	39,802	4	49	11,167
Shizuoka	13	177	37,045	2	16	7,279
Aichi	7	81	35,189	3	32	77,664
Mie	10	93	23,153	1	10	23,285
Shiga	6	60	14,397	4	101	36,017
Kyoto	8	77	20,954	6	149	58,101
Osaka	7	103	54,445	7	125	37,284
Hyogo	8	123	50,534	1	3	601
Nara	3	18	5,908	5	134	41,335
Wakayama	8	61	12,038	5	41	5,180
Tottori	5	55	17,015	4	17	31,758
Shimane	11	138	13,765	-	-	-
Okayama	9	165	59,317	3	34	5,031
Hiroshima	13	212	31,210	5	58	37,281
Yamaguchi	10	116	26,821	5	110	32,817
Tokushima	6	29	10,537	2	40	8,639
Kagawa	5	36	11,849	4	21	3,935
Ehime	9	101	50,416	4	45	23,746
Kochi	4	25	9,289	2	37	7,685
Fukuoka	16	119	118,820	2	44	7,803
Saga	6	62	20,091	5	54	8,105
Nagasaki	9	148	65,209	2	4	1,303
Kumamoto	7	99	30,432	3	53	5,103
Oita	5	60	14,334	5	36	1,827
Miyazaki	5	46	11,392	4	40	10,032
Kagoshima	6	61	22,395	4	60	12,328
Unknown	1	2	1,526	-	-	-

1/ Organization is counted in the prefecture in which the headquarters office is located.

2/ Not affiliated with either the General Federation of Japanese Trade Unions or the National Congress of Industrial Unions.

SOURCE: Survey of Labor Unions, 31 December 1947, MINISTRY OF LABOR, Bureau of Labor Statistics and Research.

(continued)

Table XXV
DISTRICT LABOR UNION FEDERATIONS BY PREFECTURE^{1/}
 (31 December 1947)

PREFECTURE	TOTAL		
	No. of Organi- zations	No. of Local Unions Affiliated	Claimed Membership
<u>TOTAL</u>	<u>900</u>	<u>7,369</u>	<u>2,011,951</u>
Hokkaido	114	864	268,087
Aomori	20	168	42,221
Iwate	12	56	4,363
Miyagi	16	83	13,848
Akita	8	65	5,300
Yamagata	26	280	18,639
Fukushima	15	90	15,227
Ibaragi	15	78	15,245
Tochigi	22	176	37,358
Gumma	40	430	43,769
Saitama	16	179	23,315
Chiba	11	54	9,088
Tokyo	68	710	630,646
Kanagawa	14	82	20,099
Niigata	28	155	27,850
Toyama	13	71	8,127
Ishikawa	11	71	8,655
Fukui	5	34	4,225
Yamanashi	3	19	2,040
Nagano	23	154	23,606
Gifu	10	110	20,305
Shizuoka	23	188	30,224
Aichi	34	220	102,489
Mie	6	15	3,987
Shiga	11	41	7,550
Kyoto	27	233	47,962
Osaka	12	97	46,837
Hyogo	18	268	51,164
Nara	2	14	5,159
Wakayama	14	213	47,554
Tottori	14	114	18,616
Shimane	17	104	8,132
Okayama	12	80	7,722
Hiroshima	27	250	41,142
Yamaguchi	23	200	70,165
Tokushima	6	47	8,209
Kagawa	11	172	9,177
Ehime	13	124	25,445
Kochi	8	102	5,668
Fukuoka	47	377	118,006
Saga	8	68	20,559
Nagasaki	18	116	39,735
Kumamoto	10	38	9,092
Oita	10	62	3,736
Miyazaki	13	65	20,258
Kagoshima	23	205	15,107
Unknown	3	31	6,243

Table XXV
DISTRICT LABOR UNION FEDERATIONS BY PREFECTURE^{1/} (Cont'd)
 (31 December 1947)

PREFECTURE	AFFILIATED WITH GENERAL FEDERATION OF JAPANESE TRADE UNIONS			AFFILIATED WITH NATIONAL CONGRESS OF INDUSTRIAL UNIONS		
	No. of Organizations	No. of Local Unions Affiliated	Claimed Membership	No. of Organizations	No. of Local Unions Affiliated	Claimed Membership
TOTAL	67	814	146,327	49	305	79,089
Hokkaido	1	7	822	6	30	8,592
Aomori	-	-	-	-	-	-
Iwate	-	-	-	-	-	-
Miyagi	-	-	-	1	9	1,607
Akita	-	-	-	-	-	-
Yamagata	-	-	-	1	4	162
Fukushima	-	-	-	-	-	-
Ibaragi	1	5	1,152	-	-	-
Tochigi	2	15	3,398	1	1	125
Gumma	7	108	6,725	-	-	-
Saitama	7	85	10,245	2	3	584
Chiba	1	5	1,829	-	-	-
Tokyo	4	80	15,825	19	140	37,166
Kenagawa	-	-	-	-	-	-
Niigata	2	6	738	3	12	1,463
Toyama	1	6	967	1	7	846
Ishikawa	2	8	571	2	12	1,887
Fukui	-	-	-	-	-	-
Yamanashi	-	-	-	-	-	-
Nagano	-	-	-	2	14	2,110
Gifu	-	-	-	-	-	-
Shizuoka	1	3	459	1	11	1,315
Aichi	8	64	7,837	3	11	1,759
Mie	-	-	-	-	-	-
Shiga	1	5	280	-	-	-
Kyoto	2	46	9,236	1	13	2,610
Osaka	1	3	10,365	-	-	-
Hyogo	3	98	23,809	2	10	1,220
Nara	-	-	-	-	-	-
Wakayama	-	-	-	-	-	-
Tottori	1	3	1,587	-	-	-
Shimane	-	-	-	2	19	2,680
Okayama	5	24	2,216	-	-	-
Hiroshima	2	21	12,835	-	-	-
Yamaguchi	-	-	-	-	-	-
Tokushima	1	13	354	-	-	-
Kagawa	1	19	2,822	-	-	-
Ehime	5	63	21,436	-	-	-
Kochi	3	76	3,339	-	-	-
Fukuoka	2	43	4,907	-	-	-
Saga	-	-	-	-	-	-
Nagasaki	3	8	2,573	-	-	-
Kumamoto	-	-	-	-	-	-
Oita	-	-	-	-	-	-
Miyazaki	-	-	-	1	7	11,166
Kagoshima	-	-	-	-	-	-
Unknown	-	-	-	1	2	3,797

(Continued)

Table XXV
DISTRICT LABOR UNION FEDERATIONS BY PREFECTURE (Cont'd)
 (31 December 1947)

PREFECTURE	AFFILIATED WITH OTHER NATIONAL ^{2/} LABOR ORGANIZATIONS			UNAFFILIATED WITH OTHER NATIONAL ^{2/} LABOR ORGANIZATIONS		
	No. of Organi- zations	No. of Local Unions Affiliated	Claimed Membership	No. of Organi- zations	No. of Local Unions Affiliated	Claimed Membership
TOTAL	185	1,634	401,986	599	4,616	1,384,549
Hokkaido	26	266	26,555	81	561	232,118
Aomori	4	40	27,983	16	128	14,238
Iwate	2	8	485	10	48	3,878
Miyagi	3	8	1,451	12	66	10,790
Akita	-	-	-	8	65	5,300
Yamagata	6	31	5,129	19	245	13,348
Fukushima	1	6	759	14	84	14,468
Ibaragi	5	20	1,843	9	53	12,250
Tochigi	2	10	1,351	17	150	32,484
Gumma	5	21	8,440	28	301	28,604
Saitama	2	29	5,069	5	62	7,417
Chiba	-	-	-	10	49	7,259
Tokyo	10	220	35,022	35	270	542,633
Kanagawa	4	16	4,554	10	66	15,545
Niigata	1	2	113	22	135	25,536
Toyama	5	29	4,396	6	29	1,918
Ishikawa	2	18	987	5	33	5,210
Fukui	1	1	126	4	33	4,099
Yamanashi	1	1	595	2	18	1,445
Nagano	4	32	6,602	17	108	14,894
Gifu	4	67	16,718	6	43	3,587
Shizuoka	-	-	-	21	174	28,450
Aichi	5	24	65,984	18	121	26,909
Mie	3	5	250	3	10	3,737
Shiga	2	2	57	8	34	7,213
Kyoto	6	56	12,257	18	118	23,859
Osaka	3	24	16,598	8	66	25,874
Hyogo	1	76	4,485	12	84	21,650
Nara	-	-	-	2	14	5,159
Wakayama	1	4	1,096	13	209	46,458
Tottori	7	30	6,933	6	81	10,096
Shimane	2	3	140	13	82	5,312
Okayama	-	-	-	7	56	5,566
Hiroshima	8	80	13,515	17	149	14,792
Yamaguchi	11	95	52,227	12	105	17,938
Tokushima	2	15	1,738	3	19	6,117
Kagawa	3	37	445	7	116	5,910
Ehime	-	-	-	8	61	4,009
Kochi	2	6	628	3	20	1,701
Fukuoka	12	113	43,173	33	222	69,926
Saga	3	26	14,947	5	42	5,612
Nagasaki	4	29	13,414	11	79	23,748
Kumamoto	-	-	-	10	38	9,092
Oita	1	4	336	9	58	3,400
Miyazaki	4	12	2,418	8	46	6,674
Kagoshima	17	169	9,167	6	36	5,940
Unknown	-	-	-	2	29	2,446

1/ Organization is counted in the prefecture in which the headquarters office is located.

2/ Not affiliated with either the General Federation of Japanese Trade Unions or the National Congress of Industrial Unions.

SOURCE: Survey of Labor Unions, 31 December 1947, MINISTRY OF LABOR, Bureau of Labor Statistics and Research.

DECLASSIFIED E.O. 11652 SEC. 5(F) AND 5(D) OR (E) NNDG

For release at Japanese press conference, 1000 hours, 25 August 1948, Radio Tokyo Building, Tokyo, by Richard L-G. Deverall, Chief, Labor Education Branch, ESS/LAB, GHQ, SCAP.

MANAGEMENT EDUCATION

A recent press conference stressed the need for more educational work by the trade unions. There is likewise a great need for more education of management officials in labor matters. The problem is a two-sided one. Good labor relations require well-informed employers as well as well-informed union members. The various labor laws must be understood by both groups. Both employers and unions have had a short experience in collective bargaining and in labor legislation, and they must compensate for this by programs of education.

The newness of labor relations in Japan cannot be overemphasized. Under the militarists, both management and labor were increasingly under its domination. For the employer, labor relations was a simple matter. The labor front organizations, Romu and Sampo, used powerful nationalist appeals and controls in order to subdue possible labor unrest. Workers who voiced their grievances or their criticism were promptly taken in hand by the Military Police (Kempeitai) or the Thought Police (Tokko).

The repressive agencies have either dissolved or been disbanded since the Surrender of Japan to the Allied Powers. The Trade Union Law and other labor legislation has equalized the position of management and labor. Now the employer must deal with the workers in his plant on a 50-50 basis. There is no longer any arbitrary police power, no controlled labor front organizations to maintain a "docile" labor force.

Just as the workers in trade unions are advised to democratize their unions, so too employers are advised to democratize their relations with the workers.

Company officials also have the problem of properly managing the personnel department. In too many companies such a department is run by officials with various other duties besides. Yet in modern Japan the personnel department of a company is just as important as the production department or the sales department. Most companies recognize that it pays them to hire the best brains available to deal with production and sales problems; likewise, it will pay companies to hire experts in personnel work.

Personnel management, like production and sales, has become a highly technical profession. It involves such activities as job analysis and classification, recruiting the best workers, placing them in the job they can do best, training them on the job, increasing their output, and counselling them on personal problems which affect their work.

To carry on these activities, trained men are needed. But since there is a limited number of such experts in Japan, a shortage has arisen. To eliminate this shortage, education of management is needed. Unfortunately, little has been done in this field since the war.

There are three groups of persons for whom management education should be conducted: first, the present top officials, who make the company's personnel policies; second, lower officials, who see that the policies are carried out; and third, young persons wanting to enter the field. However, management should not conduct labor education of the common workers (except for vocational training); labor education is the responsibility of the unions.

Various organizations can conduct management education. First, there are the universities and commercial colleges. Second, there is the Labor Ministry and its prefectural offices. Management Education Advisory Committees, composed of employer and public members, have been set up in Tokyo and in some prefectures to advise the Labor Ministry on this aspect of its work. Third, there are the various employers' associations. It is not proper for trade unions to try to educate management, just as it is not proper for management to try to educate labor. Each group can best educate its own members.

Among the techniques that can be used are lecture courses, informal discussion groups, and the publication of pamphlets, newspapers, and magazines. Through these mediums employers could learn what the government and other employers are doing in Japan, and they could also learn about the best foreign practices.

A beginning has been made in management education by the universities, the Labor Ministry, and by employers' associations, but so far it is on a small scale. Furthermore, much of it is often too vague and abstract. Management education must be practical. It must help company officials meet the many day-to-day problems which they actually face. Only in that way can it make an important contribution to the improvement of labor relations in Japan.

It should be mentioned that recently in Nagano Ken the employers held a training course for management, during the month of July, that was one of the first of its kind in Japan.

Labor-Rel

AGREEMENT

between

GENERAL MOTORS CORPORATION AND

THE UAW-CIO

Reproduced by

GENERAL HEADQUARTERS
SUPREME COMMANDER FOR THE ALLIED POWERS
Economic and Scientific Section

March 19, 1946

DECLASSIFIED E.O. 11652 SEC. 5(E) AND 5(D) OR (E) NNDG 70075

Introduction

The management of General Motors recognizes that it can not get along without labor any more than labor can get along without the management. Both are in the same business and the success of that business is vital to all concerned. This requires that both management and the employes work together to the end that the quality and cost of the product will prove increasingly satisfactory and attractive so that the business will be continuously successful.

General Motors holds that the basic interests of employers and employees are the same. However, at times employees and the management have different ideas on various matters affecting their relationship. The management of General Motors is convinced that there is no reason why these differences cannot be peacefully and satisfactorily adjusted by sincere and patient effort on both sides.

Agreement

Entered into this 19th day of March, 1946 between General Motors Corporation, hereinafter referred to as the Corporation, and the International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, affiliated with the Congress of Industrial Organizations, hereinafter referred to as the Union.

Recognition

1. The Corporation recognizes the International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, affiliated with the CIO, as the exclusive representative of the production and maintenance employes and mechanical employes in engineering department shops, except those listed in Paragraph (2) below, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, or other conditions of employment, in the bargaining units in which they have been so certified, subject to and in accordance with the provisions of the National Labor Relations Act and applicable orders of the National Labor Relations Board.

2. For the purposes of this Agreement the term "employee" shall include all production and maintenance employees and mechanical employees in engineering department shops in the bargaining units covered hereby, except employees of sales, accounting, personnel and industrial relations departments, superintendents and assistant superintendents, general foremen, foremen and assistant foremen, and all other persons working in a supervisory capacity including those having the right to hire or discharge and those whose duties include recommendations as to hiring or discharging (but not leaders), and those employees whose work is of a confidential nature, time study men, plant protection employees (but not to include maintenance patrolmen or fire patrolmen), all clerical employees, chief engineers and shift operating engineers in power plants, designing (drawing board), production, estimating and planning engineers, draftsmen and detailers, physicists, chemists, metallurgists, artists, designer-artists and clay plaster modelers, timekeepers, technical school students, indentured apprentices, and those technical or professional employees who are receiving training, kitchen and cafeteria help.

3. The parties hereto agree that: During the life of this agreement, the Corporation, for the convenience of the Union and its members, agrees to deduct from the pay of those employees who are or become members of the Union, all monthly dues and general assessments levied by the International or local union in accordance with the constitution and by-laws of the Union and the provisions herein.

a. As soon as possible after the execution of this agreement, the designated financial officer of each local union shall furnish the local management with a notarized list of employees who are members of the Union and whose dues are to be deducted beginning with the month of March, 1946. This list and subsequent lists shall be accurately prepared showing employee's name, including full first name. On the fifth (5) of each succeeding month the Union shall furnish a notarized accurate list of additional members who are to have their dues deducted starting that month. Collection of the initiation fee and the first months dues will be the responsibility of the Union.

b. Local Plant Managements will notify each employee of his inclusion on such lists. Unless within five days after the receipt of such notice the employee notifies the local plant management and the local union in writing of his claim that he is not a Union member and states the basis of his claim, Union dues and general assessments shall be deducted as provided above. The facts of such claim shall be reviewed by representatives of the local union and local plant management. If not disposed of by such review, any such claim will be determined by the umpire, whose decision shall be final and binding.

c. The notification to the employee that his name has been included on the list presented by the local union shall be in the following form: "Local _____ UAW-CIO, has reported to us that you are a member of the Union. Enclosed is a copy of the Section of the General Motors-UAW-CIO Agreement covering the deductions of Union dues and general assessments from pay. Unless you advise the company and the local union in writing within five days after the receipt of this letter that you are not a member of the Union, your dues and general assessments will be deducted in accordance with the attached."

d. Deductions shall be made from the wages for the first pay period beginning in the month in which the member has sufficient earnings to cover the Union dues after deductions for taxes. In the event any such dues deductions are contrary to the by-laws of the Union, the local union will handle any refund direct with the employee. Members rehired after lay-off will have dues deducted for the month in which they are rehired. If such dues deduction cannot be physically handled in the month of rehire, two deductions will be made in the succeeding month. In cases where deductions are made from those who already paid Union dues or where such deduction is not in conformity with the provisions of the international constitution, or local union by-laws, refunds will be made to all such members by the local union.

e. Deductions shall be remitted to the designated financial officer of the local union not later than the tenth (10) day of the following month. The local managements shall furnish the designated financial officers of the local unions, monthly, with a record of those for whom deductions have been made and the amounts of such deductions.

f. Any member of the Union whose seniority is broken by death, quit, discharge, lay-off, or transferred to a classification not in the bargaining unit, will have his name removed from the check-off list and the local union will be notified by management of the names so removed at the end of each month.

g. Notwithstanding any of the foregoing provisions of this section, the period commencing May 31, 1946 and ending June 9, 1946, shall be a review period during which any employee may request that his name be removed from the list for future deductions from his wages by giving notice to the local union and the local plant management for its information. Such notices shall be given by the employee in writing, and sent registered mail, return receipt requested. After receipt of such notice, no further deductions shall be made. Any dispute as to whether an employee has requested that his name be removed from the list shall be referred to the umpire, whose decision shall be final and binding.

4. The purpose of this agreement is to provide orderly collective bargaining relations between the Corporation and the Union, to secure a prompt and fair disposition of grievances, to eliminate interruptions of work and interference with the efficient operation of the Corporation's business.

5. The Corporation will not interfere with, restrain or coerce employees because of membership or lawful activity in the Union, nor will it by discrimination in respect to hire, tenure of employment or any term or condition of employment, attempt to discourage membership in the Union.

6. The Union agrees that neither the Union nor its members will intimidate or coerce any employee in respect to his right to work or in respect to Union activity or membership, and further that there shall be no solicitation of employees for Union membership or dues on company time. The Union further agrees that the Corporation shall take disciplinary action for any violations of this provision.

7. The right to hire; promote; discharge or discipline for cause; and to maintain discipline and efficiency of employees, is the sole responsibility of the Corporation except that Union members shall not be discriminated against as such. In addition, the products to be manufactured, the location of plants, the schedules of production, the methods, processes and means of manufacturing are solely and exclusively the responsibility of the Corporation.

Representation

8. The Union shall be represented in each bargaining unit as follows: In the ratio of not to exceed one district committeeman for each two hundred and fifty employees covered by this agreement except that in plants of five hundred or less employees there may be three committeemen; in plants of five hundred to one thousand employees there may be five committeemen; in plants of one thousand to fifteen hundred there may be seven committeemen. Any deviations from these rules to cover special conditions in any plant will be negotiated between the Corporation and the international officers of the Union.

District Committeemen

9. 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 two hundred and fifty 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 six-month intervals, upon request of either the plant management or shop committee.

Shop Committees

10. The shop committees in the plants covered hereby shall be as follows except in plants up to 1500 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 Committeeman	Shop Committeeman at large	Total Shop Committee
Up to 500 (Plan A)	3	3	0	3
(Plan B)	2	2	1	3
500 to 1000 (Plan A)	5	5	0	5
(Plan B)	4	4	1	5
1000 to 1500 (Plan A)	7	7	0	7
(Plan B)	6	6	1	7
1500 to 2500	6 to 10	5	2	7
2500 to 3500	10 to 14	4	3	7
3500 to 5000	14 to 20	3	4	7
5000 - up	20 & over	0	7	7

11. In plants in which one or more members of the shop committee is elected at large, one of such members shall be the chairman of the shop committee.

12. Each member of the shop committee elected at large shall have a definitely defined zone as may be agreed upon between the shop committee and the plant management. Where the chairman of the shop committee is elected at large, the entire plant shall constitute his zone.

13. In the larger plants, by agreement between the plant management and shop committee, a sub-committee made up of not less than two nor more than six of the district committeemen in a subdivision of the plant may be formed to meet with

the representatives of management in charge of such plant subdivision. A member of the shop committee for that zone may participate in such meeting. Grievances not settled by them may be referred to the shop committee as a whole for appeal to highest local plant management.

Meetings of Shop Committees

14. Each plant shall have a regularly scheduled meeting between representatives of the local management and the shop committee weekly, unless otherwise agreed between the local management and the shop committee to extend the time between meetings, at a time to be mutually agreed upon between the committee and the local management. Emergency meetings will be arranged by mutual agreement.

Committeemen

15. Committeemen will be permitted to leave their work after reporting to their respective foremen and recording their time according to local practice, for the purpose of adjusting grievances in accordance with the grievance procedure. A committeeman will be permitted to leave his work during his regular working hours on his shift when he presents a written grievance to his foreman signed by an employee in his district who made the complaint, in accordance with the following chart:

Purpose	District Committeemen	Members of Shop Committee		
		Who are also District Committeemen	Who are not District Committeemen	Chairmen of Shop Committees who are chosen at large
Handle grievances as provided in Pr. (28) of Grievance Procedure	In their respective districts	In their respective districts	None	None
Handle appealed grievances with higher supervision as provided in Par. (29) of Grievance Procedure		According to agreed local practice		
Investigate grievances appealed to shop committee as provided in Par (32) of Grievance Procedure	None	In any district	In any district	In any district
Meetings with management	None	On meeting days		

*As a general rule, such committeemen will not be assigned to investigate appealed grievances in zones other than their own.

16. No one shall be eligible to serve as a committeeman unless he is an employee and until his name has been placed on the seniority list and he is working in the plant.

17. Committeemen shall work at their regular work during the first hour of their respective shifts and shall report to their respective foremen immediately after lunch, unless otherwise agreed to by the plant management. The method of reporting to the foremen after lunch is a matter for local agreement. Committeeman shall enter and remain in the plant only on their respective shifts unless otherwise agreed to by the plant management.

18. It is mutually agreed that the prompt adjustment of grievances is desirable in the interest of sound relations between the employees and the management. The total amount of time which may be used in any week by the district committeemen for the purpose of adjusting grievances and meeting with sub-management shall not exceed two hours per day, averaged over the week; the total amount of time which may be used in any week by members of the shop committee for the purpose of adjusting grievances and meeting with management shall not exceed the following:

a. In plants of fifteen hundred employees or less, four hours per day, averaged over the week; in plants of over fifteen hundred employees, five hours per day, averaged over the week.

b. The total amount of time for any week shall be based upon the number of days the plant is scheduled to run, multiplied by the number of daily hours allowed in Paragraph 18. This total time will then constitute a reservoir for the district or zone, as the case may be, and will be available at the start of the week to be drawn upon during the week.

c. When a committeeman is replaced by his alternate or if there is a new committeeman elected, or if the Union designates a temporary substitute for a shop committeeman, the reservoir of available hours will be the same as though there had been no change in the committee personnel.

d. The chairmen of shop committees may leave their work as provided for herein at any time on their regular shifts, except as provided in Paragraph (17

e. The privilege of committeemen to leave their work during working hours without loss of pay is extended, with the understanding that the time will be devoted to the prompt handling of legitimate grievances and will not be abused and that the committeemen will continue to work at their assigned jobs at all times except when permitted to leave their work to handle grievances as provided herein.

19. Upon entering a department other than his own in the fulfillment of his duties, the committeeman shall notify the foreman of that department of his presence and purpose if he has been sent for or give the foreman a copy of the written complaint providing he has not already received one.

Employment of Committeemen

20. 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 the current rate of pay for such work. When committeemen are employed during other than the regular hours of their job as provided herein, the committeeman shall handle only current grievances arising during the period of such hours.

	District Committeemen	Alternate Committeemen
Regular hours of their jobs	All	All
Overtime of their respective jobs.	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).
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
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).	

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 seven-day operations or operations manned by rotating or alternating shifts.

Members of Shop Committee

Who are also District Committeemen	Who are not District Committeemen	Chairmen of Shop Committees who are Chosen at large
All	All	All
All	All	All
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)
In other districts on work they can do anywhere else in the plant on their shifts (b) (c)		

In other districts on work they can do anywhere else in the plant on their regular or another shift (b) (c).

20. a. The above provisions do not require that the committeeman be called earlier than the regular starting time on his job because some employees in his district start work earlier than his starting time or give overtime when some employees in his district start and quit later than his job.

b. Any problem arising under or not covered by the above provisions shall be subject to local negotiations with the plant management, with the right of appeal under the grievance procedure.

Job Status of Committeemen (Shop, District and Alternate) During Periods of Reduced Employment.

c. When there is a reduction in force the committeemen and alternate committeemen will be retained at work regardless of seniority in their regular occupational group on their own jobs or if their jobs are not operating they will be placed on other jobs that are operating in their respective districts if they can do the work.

d. If after complying with all of the terms of this agreement either or both the committeeman or the alternate committeeman are laid off, they will be the first to be recalled in their regular group when work starts in that group on their own jobs or on other jobs in their district that they can do.

21. Committeemen shall be paid by the Corporation for the time spent as provided in Paragraph (18) at their regular earned rate.

22. While on leave of absence, no employee shall serve as a committeeman.

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23. Committeeman shall be governed by the local plant rules regarding employees entering and leaving the plant. However, members of the shop committee may leave the plant when arrangements are made with the plant management by the president of the local union, chairman of the shop committee or international representative.

24. The names of the committeemen and alternate committeemen in each district and the names of the committeemen constituting the shop committee shall be given in writing to the local management. No committeeman shall function as such until the local management has been advised of his selection, in writing, by the officers of the local union, chairman of the shop committee, or an international officer. Any changes in committeemen shall be promptly reported to the local management in writing.

25. International executive officers of the Union, or their representatives, duly authorized to represent the international union at shop committee meetings, or the president of the local union if not employed by the Corporation will be permitted to attend meetings between the shop committee and the management of any plant. Where the president of the local union works in the plant and is not a committeeman, he may attend shop committee meetings in that plant but shall not be paid by the Corporation for time so spent. The plant manager or his designated representative shall not be requested to meet with more than two such representatives, whose names must have been submitted previously to the Corporation and who must be prepared to show proper credentials. Written request will be given to plant management at least twenty-four (24) hours before each meeting in all cases covered by this paragraph.

26. Any committeeman having an individual grievance in connection with his own work may ask for a member of the shop committee to assist him in adjusting the grievance with the foreman.

Grievance Procedure

Step One, Presentation of Grievance to Foreman:

27. 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.

28. 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 further discussion of the grievance.

29. 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 Two. Appeal to Shop Committee:

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

31. In plants in which sub-committees are established, cases not adjusted by the sub-committee and the representative of management may be appealed to the shop committee as a whole to be taken up with the highest local management.

32. 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.

33. A final decision on appealed grievances will be given by a representative of the highest local management within a maximum of fifteen 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 one step of this procedure in the plant to the next step within five

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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 twenty-five hundred employees, the shop committee may, upon notifying the plant management in writing, substitute a ten (10) day period for the fifteen (15) day period and a three (3) day period for the five (5) day period.

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

35. 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. Such minutes should include:

- a. Date of meeting.
- b. Names of those present.
- c. Statement of each grievance taken up and discussed, also, in summary fashion, of the Union's contention in the event of failure to adjust.
- d. Management's written answer on each grievance, with reason for same if answer is adverse.
- e. "Highlights" of the meeting, those including specific questions asked by the committee on policy matters and any answers to such questions given by management.
- f. Date of approval, and signatures as agreed upon locally.

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

Step Three. Appeal to Corporation and International Union:

36. 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 reasons 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 five (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. Each shop committee shall consecutively number each "Statement of Unadjusted Grievance" from one upward for identification purposes.

37. 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:

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

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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 be 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.

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 thirty days 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.

38. 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, twenty-four (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.

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39. Attendance of committeemen at the meetings of the appeal committee shall be considered as absence from the plant under Paragraph 18 of the agreement. Such committeemen shall not be paid for time spent in such meetings of the appeal committee.

40. Meetings of the appeal committee shall be held not more frequently than once each two weeks for each bargaining unit, unless mutually agreed otherwise. In event no meetings of the appeal committee have been held for more than two weeks, meetings will be arranged within seven days after "Notice of Appeal" has been received.

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

Step Four. Appeal to Impartial Umpire:

42. 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. Notice of appeal of such cases to the umpire by the Union shall be given by the regional director to the plant management of the plant in which the case arose, with copies to the personnel staff of the Corporation in Detroit and to the International Union Office at Detroit; in cases appealed to the umpire by the Corporation, notice of such appeal will be given by the Corporation to the International Union Office in Detroit. Cases not appealed to the umpire within twenty-one days from the date of a final decision so given. After a case has been appealed to the umpire by either the Union or the Corporation, the briefs of both parties shall be filed with the umpire within twenty-one days from the date of receipt of "Notice of Appeal."

43. The impartial umpire shall have only the functions set forth herein and shall serve for one year from date of appointment provided he continues to be acceptable to both parties. The fees and expenses of the umpire will be paid one-half by the Corporation and one-half by the Union and all other expenses shall be borne by the party incurring them. The office of the Umpire shall be located in Detroit.

44. All cases shall be presented to the umpire in the form of a written brief prepared by each party, setting forth the facts and its position and the arguments in support thereof. The umpire may make such investigation as he may deem proper and may at his option hold a public hearing and examine the witnesses of each party and each party shall have the right to cross-examine all such witnesses and to make a record of all such proceedings.

Powers of the Umpire

45. It shall be the function of the umpire, after due investigation and within thirty days after submission of the case to him, to make a decision in all claims of discrimination for union activity or membership and in all cases of alleged violation of the terms of the following sections of this agreement, and written local or national supplementary agreements on those same subjects: Recognition; Representation; Grievance Procedure; Seniority; Disciplinary Layoffs and Discharges; Call-In-Pay; Working Hours; Leaves of Absence; Union Bulletin Boards; Strikes, Stoppages and Lock-outs; Wages, except Paragraph (91); General Provisions; Upgraders; Trainees; Paragraph (78) relative to procedures on production standards; and of any alleged violations of written local or national wage agreements. The umpire shall have no power to add to or subtract from or modify any of the terms of this agreement or any agreements made supplementary hereto; nor to establish or change any wage; nor to rule on any dispute arising under Paragraph (77) regarding Production standards. Any case appealed to the umpire on which he has no power to rule shall be referred back to the parties without decision.

46. The Corporation delegates to the umpire full discretion in cases of violation of shop rules, and that in cases of violation of the strikes, stoppages, and lockouts section of the agreement the umpire should have no power to order back pay, but if the penalty imposed by the Corporation is two (2) weeks' layoff or more, the grievance machinery must be expedited so that the umpire's decision will come within two (2) weeks of the written filing of the grievance.

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47. No claims, including claims for back wages, by an employee covered by this agreement, or by the Union, against the Corporation shall be valid for a period prior to the date the grievance was first filed in writing, unless the circumstances of the case made it impossible for the employee, or for the Union as the case may be, to know that he, or the Union, had grounds for such a claim prior to that date, in which case the claim shall be limited retroactively to a period of thirty days prior to the date the claim was first filed in writing.

48. In claims arising out of the failure of the Corporation to give the employee work to which he was entitled, the Corporation, before his next seniority layoff and within six months, shall give him extra work for a number of hours equal to the number of hours that he had lost prior to the written filing of his claim, and this work shall be paid for at the hourly rate he would have received had he worked, or if paid for at a less rate, the Corporation will make up the difference in cash. By extra work is meant work to which no other employee is entitled. Failing to give the employee work within six months, the Corporation will pay the back wages.

49. All claims for back wages shall be limited to the amount of wages the employee would otherwise have earned less any unemployment or other compensation he may have received from any source during the periods as above defined.

50. No decision of the umpire or of the management in one case shall create a basis for a retroactive adjustment in any other case prior to the date of written filing of each such specific claim.

51. After a case on which the umpire is empowered to rule hereunder has been referred to him, it may not be withdrawn by either party except by mutual consent. Grievances filed prior to December 10, 1945, may be appealed to the umpire under the provisions of the agreement dated April 16, 1945.

52. There shall be no appeal from the umpire's decision, which will be final and binding on the Union and its members, the employee or employees involved and the Corporation. The Union will discourage any attempt of its members, and will not encourage or cooperate with any of its members, in any appeal to any court or labor board from a decision of the umpire.

53. Any grievances which the Corporation may have against the Union in any plant, shall be presented by the plant management involved to the shop committee of that plant. In the event that the matter is not satisfactorily adjusted within two weeks after such presentation, it may be appealed to the third step of the Grievance Procedure upon written notice to the local union and the regional director of the Union. Thereafter the matter will be considered at the third step of the procedure as provided in Paragraph (38). If the matter is not satisfactorily settled at this meeting or within five days thereafter by agreement, the case may be appealed to the umpire by the Corporation upon written notice to the International Union at Detroit and to the umpire.

54. Any issue involving the interpretation and/or the application of any term of this agreement may be initiated by either party directly with the other party. Upon failure of the parties to agree with respect to the correct interpretation or application of the agreement to the issue, it may then be appealed directly to the umpire as provided in Paragraph (42).

Seniority

Acquiring Seniority:

55. Employees shall be regarded as temporary employees until their names have been placed on the seniority list. There shall be no responsibility for the reemployment of temporary employees if they are laid off or discharged during this period. However, any claim by a temporary employee made after 30 days of employment that his layoff or discharge is not for cause may be taken up as a grievance. Such claims must be stated in detail in writing at the time of the filing of the grievance.

56. Employees may acquire seniority by working six months during a period of twenty-four (24) months, in which event the employee's seniority will date

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back six months from the date seniority is acquired. The foregoing may be modified by local plant agreement to provide that seniority may be acquired only by working six continuous months.

57. When an employee acquires seniority, his name shall be placed on the seniority list for his occupational group in the order of the date of hiring except as provided in the preceding paragraph. Men and women shall be divided into separate non-interchangeable occupational groups, unless otherwise negotiated locally. If negotiations are requested by either party and are not concluded within sixty (60) days from the date of such request, the matter will be reviewed between representatives of the Corporation and the international union.

58. Seniority shall be by non-interchangeable occupational groups within departments, group of departments or plant-wide, as may be negotiated locally in each plant and reduced to writing. It is mutually recognized by the parties that written local seniority agreements are necessary. The Corporation and the Union will review the status of local seniority agreements (90) days after the signing of this agreement.

When changes in methods, products or policies would otherwise require the permanent laying off of employees, the seniority of the displaced employees shall become plant-wide and they shall be transferred out of the group in line with their seniority to work they are capable of doing, as comparable to the work they have been doing as may be available, at the rate for the job to which they have been transferred.

Seniority Lists

59. Up-to-date seniority lists shall be made available to all employees for their inspection within the plant either by posting where practical or by a satisfactory equivalent method. The method of displaying seniority lists is a matter for local negotiation.

60. Each six (6) months the chairman of the shop committee shall be given an up-to-date copy of the complete seniority list of the plant containing only the names, seniority dates, and occupational group numbers of the employees. This will not require a change in any mutually satisfactory local practice now in effect.

a. Each two months the chairman of the shop committee shall be furnished a list of the names and seniority dates of employees who during the preceding period of two months have:

- (1) Acquired seniority
- (2) Lost seniority
- (3) Been granted other types of leaves of absence of more than sixty (60) days duration.

Transfers

61. When an employee is transferred from one occupational group to another for any reason, there shall be no loss of seniority. However, in cases of transfers not exceeding sixty (60) days an employee will retain his seniority in the occupational group from which he was transferred and not in the new occupational group, unless a longer period is specified for any plant or particular occupational group or groups by written local agreement.

62. The transferring of employees is the sole responsibility of management subject to the following:

a. In the advancement of employees to higher paid jobs when

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ability, merit and capacity are equal, employees with the longest seniority will be given preference.

b. It is the policy of management to cooperate in every practical way with employees who desire transfers to new positions or vacancies in their department. Accordingly, such employees who make application to their foremen or the personnel department stating their desires, qualifications and experience, will be given preference for openings in their department provided they are capable of doing the job. However, employees who have made application as provided for above and who are capable of doing the job available shall be given preference for the openings in their department over new hires. Any secondary job openings resulting from filling jobs pursuant to this provision may be filled through promotion; or through transfer without regard to seniority standing, or by new hire.

Any claim of personal prejudice or any claim of discrimination for union activity in connection with transfers may be taken up as a grievance. Such claims must be supported by written evidence submitted within 48 hours from the time the grievance is filed.

In plants where departments are so small that they do not represent satisfactory working groups for the practical application of this paragraph the matter may be the subject of local negotiations.

Loss of Seniority

63. Seniority shall be broken for the following reasons:

- a. If the employee quits.
- b. If the employee is discharged.
- c. If the employee is absent for three working days without properly notifying the management, unless a satisfactory reason is given.
- d. If the employee fails to return to work within three working days after being notified to report for work, and does not give a satisfactory reason.
- e. If he is laid off for twenty-four consecutive months. However, if his seniority exceeds twenty-four months, he shall not lose his seniority until he is laid off for a continuous period equal to the seniority he had acquired at the time of such lay-off period. However, employees with five or more years' seniority shall break seniority if they are laid off in excess of five continuous years.

Layoff and Rehiring Procedure

64. For temporary reductions in production not exceeding four weeks, the work week may be reduced before any employees are laid off, unless otherwise extended by local plant agreement:

65. a. For extended periods of reduced production exceeding four weeks, temporary employees will be laid off, and thereafter the work week will be reduced and/or seniority employees will be laid off to comply with paragraph c below, unless otherwise extended by local plant agreement.

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

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

66. Employees will be laid off and rehired in accordance with local seniority agreements.

67. The management of each plant will, whenever possible, give at least twenty-four (24) hours' notice prior to layoff to the employees affected.

68. The present local rules regarding laying off married women are to apply unless changed by local agreement.

69. Temporary employees will not be called back until all employees with seniority capable of doing the work have been called back.

General Provisions Regarding Seniority

70. Extra work in periods of part-time operation, and overtime, should be equalized among the employees in the group engaged in similar work, as far as practicable.

71. Any employee who has been incapacitated at his regular work by injury or compensable occupational disease while employed by the Corporation, may be employed in other work in the plant which he can do without regard to any seniority provisions of this agreement.

72. The employment of the following persons shall not be governed by seniority rules: indentured apprentices, exceptional employees as defined below, students and graduates of technical or professional schools and special employees receiving training as a part of a formal training course. Exceptional employees are employees who have a skill needed in facilitating the start of a new model or at times working forces are reduced. A separate list of such employees will be posted in the employment department and be available to the committeemen. Any employee whose name is removed from this list will be subject to the rules regarding seniority. Any complaint by the Union in regard to the listing of any employee on the list shall be handled according to the grievance procedure.

73. To protect his seniority, it is the employee's responsibility to keep the plant management informed of his proper home address. The method of notification of change of address is to be established by the respective plant managements for their operations.

74. Provisions pertaining to shift preference may be negotiated locally as a part of local written seniority agreements subject to the approval of the Corporation and the international union. Any such agreements must have sufficient flexibility to give full protection to efficiency of operations under all circumstances and conditions.

DISCIPLINARY LAYOFFS AND DISCHARGES

75. Any employee who has been disciplined by a layoff or a discharge may request the presence of the committeeman for his district to discuss the case with him in an office designated by the local management, before he is required to leave the plant. The committeeman will be called promptly and whether called or not will be advised within twenty-four (24) hours of the fact of the layoff or discharge.

a. Any employee who is removed from his work and taken to an office for interview may, if he so desires, call the committeeman for his district to be present with him during such interview. The committeeman,

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however, will be present only as a witness for the employee, and may negotiate on the matter only after the employee has a grievance as a result of the interview.

76. It is important that complaints regarding unjust or discriminatory layoffs or discharges be handled promptly according to the grievance procedure. Grievances must be filed within three working days of the layoff or discharge and the local management will review and render a decision on the case within five working days of its receipt. If a decision of the local plant management in such a case is not appealed by the shop committee within five working days the matter will be considered closed.

PRODUCTION STANDARDS

77. Production standards shall be established on the basis of fairness and equity consistent with the quality of workmanship, efficiency of operations and the reasonable working capacities of normal operators. The local management of each plant has full authority to settle such matters.

78. When a dispute arises regarding standards established or changed by the management, the complaint should be taken up with the foreman. If the dispute is not settled by the foreman, the committeeman for that district may, upon reporting to the foreman of the department involved, examine the job and the foreman or the time study man will furnish him with all of the facts of the case. If there is still a dispute after the committeeman has completed his examination, the foreman or the time study man will then reexamine the operations in detail with the committeeman on the job. If the matter is not adjusted at this stage it may be further appealed as provided in the grievance procedure.

CALL-IN PAY

79. Any employee called to work or permitted to come to work without having been properly notified that there will be no work, shall receive a minimum of three hours' pay at the regular hourly rate, except in case of labor disputes, or other conditions beyond the control of the local management.

WORKING HOURS (For the purposes of computing overtime premium pay)

80. For the purposes of computing overtime premium pay, the regular working day is eight hours and the regular working week is forty hours.

81. Employees will be compensated on the basis of the calendar day (midnight to midnight) on which their shift starts working, for the regular working hours of that shift. The employees working week shall be a calendar week beginning on Monday at the regular starting time of the shift to which he is assigned.

82. Hourly and piece-rate employees will be compensated as follows:

Straight Time

83. a. For the first eight hours worked in any continuous twenty-four hour period, beginning with the starting time of the employee's shift.

b. For the first forty hours worked in the employee's working week, less all time for which daily, sixth day, Sunday or holiday overtime has been earned.

c. For time worked during the regular working hours of any shift which starts on the day before and continues into a specified holiday, sixth day, or Sunday.

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Time and One-Half

84. a. For time worked in excess of eight hours in any continuous twenty-four hours, beginning with the starting time of the employee's shift, except if such time is worked on a Sunday or holiday when double time will be paid as provided below.

b. For time worked in excess of forty hours in the employee's working week, less all time for which daily, sixth day, Sunday or holiday overtime has been earned.

c. For time worked on the sixth day of the employee's work week, provided, however, that if the employee has lost time for personal reasons not to exceed eight hours per day during the first five days of the work week, he shall be paid straight time for work on such sixth day until such lost time has been made up. In addition to time not worked for personal reasons, time not worked during the first five days of the work week for the reasons listed below shall be considered as time lost for personal reasons in computing sixth day overtime:

- (1) Leaves of absence, formal and informal.
- (2) Disciplinary layoff.
- (3) New employee hired.
- (4) Employees with seniority rehired or recalled after a layoff of 30 days or more.
- (5) Layoff due to inventory requiring 4 or more days of the work week.
- (6) Strikes in same plant covered by this agreement.

Personal reasons, however, shall not include the following provided the employee had been properly excused for such purposes:

- (7) Hospitalization.
- (8) Other medical reasons.

Double Time

85. For time worked during the regular working hours of any shifts that start on Sundays, and the following legal holidays: New Year's Day, Fourth of July, Labor Day, Thanksgiving, Christmas and either Memorial Day or one other such holiday of greater local importance which must be designated in advance by mutual agreement locally in writing, and any time worked in excess of eight hours on a shift which starts the previous day and runs over into such Sunday or holiday.

Exceptions to Above Overtime Payment

86. Employees working in necessary continuous seven-day operations whose occupations involve work on Saturdays and Sundays shall be paid time and one-half for work on these days only for time worked in excess of eight hours per day or in excess of forty hours in the employee's working week, for which overtime has not already been earned; provided, however, that such employees shall be paid double time for hours worked on the 7th consecutive day worked in the calendar week under the following conditions:

- a. The 7th consecutive day of work results from the employee being required to work on his scheduled off day in that calendar week.

b. If the employee has lost time for personal reasons not to exceed 8 hours per day during the first six days of the calendar week he shall be paid straight time or time and one-half as the case may be on the 7th day until such lost time has been made up.

Such employees will be paid double time for hours worked during the regular working hours of any shifts that start on any of the six legal holidays listed in Paragraph 86.

Premium payments shall not be duplicated for the same hours worked under any of the terms of this Section.

Change in Shift Hours

87. Any change in the established shift hours or lunch period shall be first discussed with the shop committee as far in advance as possible of any such change.

Night Shift Premiums

88. A night shift premium of five per cent of night shift earnings, including overtime premium, will be paid to all hourly-rated employees working on shifts half or more of the working hours of which are scheduled between the hours of 6:00 p.m. and 6:00 a.m.; except that in the case of three shift operations, employees working on third shifts regularly scheduled to start between the hours of 10:00 p.m. and 2:00 a.m. will receive a night shift premium of seven and one-half per cent of night shift earnings, including overtime, for all hours worked. Employees working on special shifts not covered by the above, wherein half or more of the regular straight time working hours are scheduled between the hours of 12 midnight and 6:00 a.m. shall be paid seven and one-half per cent premium of night shift earnings, including overtime, for all hours worked.

For the purpose of calculating shift premium, overtime on a regularly scheduled shift shall be considered as part of that shift except as otherwise provided in the following paragraph.

In two shift operations where the second shift is regularly scheduled to work more than nine hours, and the shift is regularly scheduled to work until or beyond 3:00 a.m., employees working on such shifts shall receive seven and one-half per cent premium of night shift earnings, including overtime, for all hours worked after 12 midnight.

WAGE PAYMENT PLANS

89. Wage payment plans are a matter of local negotiation between the plant managements and the shop committees, subject to appeal in accordance with the grievance procedure.

90. Any change from an incentive plan to an hourly rate method of pay is a matter for local determination and any such changes must be made on a sound and equitable basis which does not increase average production costs, and which provides for maintaining efficiency of the plant.

91. The establishment of wage scales for each operation is necessarily a matter for local negotiation and agreement between the plant managements and the shop committees, on the basis of the local circumstances affecting each operation, giving consideration to the relevant factors of productivity, continuity of employment, the general level of wages in the community, and the wages paid by competitors.

92. Wage rates for women shall be set in accordance with the principle of equal pay for comparable quantity and quality of work on comparable operations. Any dispute arising as to the question of quality, quantity or comparability, as herein defined shall be settled within the procedural

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framework of the grievance provision in the agreement. In the application of this paragraph the parties shall be guided by Appendix B.

93. New employees shall be hired at a rate no lower than ten (10) cents below the rate of the job classification and shall receive an automatic increase of five (5) cents at the expiration of thirty (30) days. Every employee who is retained by the Corporation in the job classification shall receive an increase to the rate for the job classification within ninety (90) days or as soon as he or she can meet the standard requirements for an average employee on the job, whichever occurs first, provided however, that deviation from the above rule may be made pursuant to negotiation between the local shop committees and local managements, for jobs requiring more than ninety (90) days to attain average proficiency.

The foregoing paragraph shall not apply to tool and die rooms or to any job classification presently covered by upgrading agreements.

94. It is understood that local wage agreements consist of the wage scale by job classification as set up by Paragraph 98 and as submitted to the shop committee in accordance with Paragraph 93 of the June 3, 1941 agreement, and any negotiated local wage agreements or additions thereto.

95. Within ninety (90) days from the date a given plant resumes production, the plant management in each plant will present the shop committee with a proposed schedule of adjustments of wage inequities that may exist within each plant. If acceptable to the shop committee, the new schedule of rates will be made effective as of the date of acceptance.

95. a. If the shop committee claims that further wage inequities exist beyond those presented by management, such claims shall be negotiated. Any such wage inequities not satisfactorily adjusted at the plant level will be reviewed by the Corporation and the international union.

96. When new jobs are planned in production and cannot be properly placed in existing classifications by mutual agreement, management will set up a new classification and a rate covering the job in question, and will designate it as temporary.

a. The temporary rate for such job shall be consistent with the terms of paragraph 91 of this agreement, and a copy of the temporary rate and classification name will be furnished to the shop committee.

b. As soon as possible after machinery and other equipment have been installed, and, in any event, within 30 calendar days after a production employee has been placed on the job, the shop committee and management shall negotiate the rate and classification, and when negotiations are completed, such classification and rate shall become a part of the local wage agreement, and the negotiated rate, if higher than the temporary rate shall be applied retroactively to the date the production employees started on the job, except as otherwise mutually agreed.

LEAVES OF ABSENCE

Informal Leaves of Absence

97. A leave of absence may be granted for personal reasons for a period not to exceed thirty days, upon application of the employee to and approval by his foreman. Such leaves of absence shall not be renewed and seniority will accumulate during the leave.

Formal Leave of Absence for Personal Reasons

98. Employees requesting formal leave of absence shall first make application in writing to their foreman on the form provided. Such leave of absence will be granted to an employee for not more than ninety days

on approval of the local management when the services of the employee are not immediately required and there are employees available in the plant capable of doing his work.

99. Such leaves of absence may be extended but the approval of the general manager of the division is required in such cases. Seniority will not accumulate during the period of formal leave of absence will not be granted an employee who is laid off, and will not be extended if the employee would have been laid off had he been working during his leave.

Sick Leave of Absence

100. Any employee who is known to be ill, supported by satisfactory evidence, will be granted sick leave automatically for not to exceed ninety days. If the sickness continues beyond ninety days, sick leave shall be extended on the approval of the general manager of the division or his designated representative. Seniority of such employees shall accumulate during sick leave and shall be broken, figured from the date the sick leave started, on the same basis as provided in paragraph 63 (e) for laid off employees breaking seniority.

101. In plants where seniority is acquired only through six continuous months of employment, temporary employees without seniority shall not receive credit in excess of thirty days for time off sick toward the six months' employment required to acquire seniority and in no case shall a temporary employee's name be placed on the seniority list while away from work on sick leave.

102. In compensable injury and legal occupational disease cases, sick leave will be granted automatically and seniority will accumulate for the full period of legal temporary disability.

Leave of Absence for Union Activity

103. Any employee elected to a permanent office in, or as a delegate to, any labor activity necessitating a leave of absence, shall be granted such leave not to exceed one year and shall at the end of the term in the first instance or at the end of the mission in the second instance, be guaranteed reemployment if there is sufficient work for which he is in line at the then current rate of pay. Seniority will accumulate during the period of such leaves.

104. Leaves of absence may be granted to employees for other union activities and seniority shall accumulate during such leaves. Such leaves will be granted only when requests are made in writing to the personnel staff of the Corporation in Detroit by the President of the International Union or the head of the department of the International Union at Detroit which handles matters under this agreement.

105. All of the above leaves of absence including sick leaves are granted subject to the following conditions:

a. Any employee on leave may return to work in line with his seniority before the expiration of his leave providing not less than seven (7) days notice is given to management. The return within the seven day period is at the option of management. Any employee who fails to return to work in accordance with the notice as given shall be considered as having voluntarily quit unless he has a satisfactory reason.

b. Any employee who fails to report for work within three working days after the date of expiration of the leave, shall be considered as having voluntarily quit unless he has a satisfactory reason.

c. If upon the expiration of a leave of absence there is not work available for the employee in line with his seniority, or if the employee would otherwise have been subject to layoff according to seniority during the period of the leave, the period which breaks seniority shall start from the date of expiration of the leave.

Strikes, Stoppages and Lockouts

106. It is the intent of the parties to this agreement that the procedures herein shall serve as a means for peaceable settlement of all disputes that may arise between them.

107. During the life of this agreement, the Corporation will not lockout any employees until all of the bargaining procedure as outlined in this agreement has been exhausted and in no case on which the umpire shall have ruled, and in no other case on which the umpire is not empowered to rule until after negotiations have continued for at least five days at the third step of the grievance procedure. In case a lockout shall occur the Union has the option of cancelling the agreement at any time between the tenth day after the lockout occurs and the date of its settlement.

108. During the life of this agreement, the Union will not cause or permit its members to cause, nor will any member of the Union take part in, any sit-down, stay-in or slow-down, in any plant of the Corporation, or any curtailment of work or restriction of production or interference with production of the Corporation. The Union will not cause or permit its members to cause nor will any member of the Union take part in any strike or stoppage of any of the Corporation's operations or picket any of the Corporation's plants or premises until all the bargaining procedure as outlined in this agreement has been exhausted, and in no case on which the umpire shall have ruled, and in no other case on which the umpire is not empowered to rule until after negotiations have continued for at least five days at the third step of the grievance procedure and not even then unless sanctioned by the Union. In case a strike or stoppage of production shall occur, the Corporation has the option of cancelling the agreement at any time between the tenth day after the strike occurs and the day of its settlement. The Corporation reserves the right to discipline any employee taking part in any violation of this section of this agreement.

109. The Union has requested this national agreement in place of independent agreements for each bargaining unit covered hereby. Accordingly an authorized strike in one bargaining unit under this agreement which results in an interruption of the flow of material or services to operations in any other bargaining unit under this agreement, will be considered an authorized strike in any such affected bargaining unit.

Apprentices

110 It is agreed between the parties hereto as follows:

In plants covered by this agreement in which apprentices are employed, the Union may appoint an apprentice committee of three journeymen from the local plant whose duties shall be as follows:

- a. To negotiate with management on issues involving the effect of the employment of apprentices on the employment of journeymen in the trades involved.
- b. To study and recommend to the local management other matters that may involve the training of apprentices by journeymen in the shop.
- c. The foregoing is not to be interpreted as giving the Union bargaining rights for indentured apprentices but is intended to insure proper relationship between journeymen and apprentices through a mutual understanding between the apprentice committee and management.

111. The apprentice committee shall meet with the local management not more frequently than once each 30 days. The time and place of each meeting shall be mutually determined.

112. The standard apprentice Plan as revised, dated October 19, 1942, is to be followed. For identification a copy of such plan has been signed by the parties hereto.

113. The number of new apprentices enrolled each year shall be determined on the basis of the number of journeymen employed for the program each year, averaged over the preceding four years. The ratio of apprentices training to journeymen should not exceed one apprentice to 10 journeymen, unless otherwise agreed to locally.

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114. To maintain the proper schedule for graduating apprentices, their standard work week shall be 40 hours. Any changes in the standard work week worked by the apprentice due to seasonal fluctuations, shall be negotiated between the apprentice committee and the local plant management.

115. Upon graduation or transfer to another classification, the seniority of the apprentice shall start from date of hire. In the event of reductions in force, the graduate apprentice will be laid off from his occupational group who had more than one year's seniority at the time of the graduation of the apprentice.

116. Any situations which may arise that cannot be adjusted locally will be reviewed jointly by representatives of the Corporation and the Union. If unable to agree at this point either party may appeal the case to the Umpire.

Upgrading:

117. Management will study its future tool, die, wood and metal pattern shop, and machine repair shop needs, and will post on the bulletin board a list of jobs for which a shortage of journeymen is anticipated. Employees now working on production machines, who have experience and qualifications for such jobs, will be permitted to file applications with the personnel department, listing their experience and qualifications for jobs as operators for such jobs in order that they may be considered when vacancies occur.

118. When such vacancies occur and journeymen are not available for employment, vacancies are to be filled by the upgrading of other workers in the plant who have the necessary qualifications to perform the work and who have previously made application for such work.

119. Where the minimum rate of the tool, die, wood and metal pattern shop, or machine repair shop job to which the employee is upgraded is not more than ten cents above the rate he is earning, he will be advanced to such minimum rate upon transfer, but where there is more than a ten-cent differential, the employee will be advanced ten cents over the rate he has been earning and will be stepped up not less than five cents each thirty days, if retained, until he reaches the minimum rate which was in existence prior to the increase effective April 28, 1942, for the job classification. Thereafter the upgrader will be advanced five cents each sixty days, if retained, until he reaches the new minimum effective April 28 1942, for the job classification. Any odd cents less than five cents will be added to the last five-cent increase in order to bring the employee up to the minimum of the classification. Any increases above the new minimum shall be on the basis of merit.

120. Employees upgraded from production jobs shall retain and accumulate seniority in their production groups. For the purpose of layoff and rehire within the group, the upgraded employee will be given a status in relation to the other upgraders in the group in keeping with his date of entry into the group.

121. If jobs cannot be filled by the above method of upgrading within a period of not less than five working days from the date of posting of the bulletin, the hiring plant will be at liberty to fill the vacancies under the provisions of the trainee procedure.

122. The foregoing will be used as a pattern for upgrading employees into maintenance departments where there is a shortage of skilled help.

Trainee Procedure:

(To be Applied to Classifications Covered by Upgrading Section)

123. In order to facilitate the rapid training of the required number of employees, it is agreed that trainee classifications will be established in accordance with the following procedure:

124. When journeymen or qualified upgraders are not available and it becomes necessary to train employees on the job for work which is new to them, employees may be transferred or hired into the trainee classification as follows:

125. Notices will be posted within the plant listing the classifications open to trainees. Present employees in the plant desirous of becoming trainees may make application for these jobs through the personnel office and they will be given consideration before people outside the plant are hired.

126. Trainees shall be hired into a common pool at a starting rate of forty cents below the minimum of the die maker classification for that plant. These employees, if retained, shall remain in this pool for a period of thirty days, during which time management shall have the opportunity to determine the job classification for which the employee is best suited.

127. At the end of thirty days, the employee will be given a five-cent increase and will be advanced thereafter at the rate of five cents per hour each thirty days, if retained, until he reaches the minimum rate which was in existence prior to April 28, 1942, for the job classification. Thereafter, the trainee will be advanced five cents each sixty days, if retained, until he reaches the new minimum effective April 28, 1942, for the job classification. Any odd cents less than five cents will be added to the last five-cent increase in order to bring the employee up to the minimum of the classification. Any increases above the new minimum shall be on the basis of merit.

128. Employees transferred from production jobs shall retain and accumulate seniority in their production groups. For the purpose of layoff and rehire within the group, the trainee will be given a status in relation to the other trainees in the group in keeping with his date of entry into the group.

129. For the purpose of identifying trainees and upgraders, and to prevent an automatic movement into the journeyman classifications each classification into which either are placed shall be designated, as for example: Lathe Operator (upgrader) Lathe Operator (trainee)

130. The following are to be applied in administering the upgrading and trainee sections of this agreement.

131. No fully qualified journeyman will be laid off until it is necessary to further reduce the force after all upgraders and trainees in the classifications for which the journeyman is qualified have been laid off.

132. Seniority lists will be maintained in the department listing upgraders and trainees by job classifications in the order of their entry into the group or classification. Increases or decreases in force in these classifications will be made in accordance with such lists.

133. Upgraders and trainees may be retained in their various classifications until displaced by:

- a. A fully qualified journeyman presently employed in the plant.
- b. A fully qualified journeyman who may be a new hire.
- c. A newly graduated apprentice.
- d. A reduction in force.

134. The following paragraph is intended to clarify the meaning of the term "journeyman" and to prevent the hiring of applicants representing themselves as journeyman who acquired their skill as upgraders or trainees either in General Motors Plants or in other plants:

The meaning of the term "journeyman" whenever used in the upgrader or trainee sections of this agreement is identical with its usage in the plant at the time of and prior to June 24, 1941, which was the date of the original upgrading agreement. It is not intended that the term be expanded to include workmen who have acquired their skill as upgraders or trainees since that date.

GENERAL PROVISIONS

135. After consultation with the shop committee, the Corporation shall make reasonable rules in each plant regarding smoking. Any protest against the reasonableness of the rules may be treated as a grievance.

136. Supervisory employees shall not be permitted to perform work on any hourly-rated job except in the following types of situations: (1) in emergencies, when regular employees are not immediately available; (2) in the instruction or training of employees; and (3) in the performance of necessary work when production difficulties are encountered on a job.

137. A report of physical examination and any laboratory tests made by physicians acting for the Corporation will be given the personal physician of the individual employee involved upon the written request of the employee.

138. Employees working on their regular shifts on pay day will be paid on the job in a manner that will not result in loss of time by the employee or loss of production. Employees who are not working on their regular shifts on pay day will be paid in accordance with the practice that is or may be established to meet local conditions.

139. With respect to any matter that is to be negotiated locally the Corporation will fully inform the Union and the Union will fully inform the Corporation, as to the limits, if any, set by higher authority upon the scope of the local negotiations.

140. No provisions of any local agreements between local plant managements and shop committees therein shall supersede or conflict with any provisions of this agreement.

141. No provision of this agreement shall be retroactive prior to the date hereof unless otherwise specifically stated herein.

Vacations:

142. Any employee with one or more years' seniority as of July 1, 1946, who works during the pay period beginning June 24, 1946, and ending June 30, 1946, in any General Motors plant or who has been laid off after May 1, 1946, shall be eligible for vacation allowance on the following basis:

a. An employee with one year but less than three years' seniority as of July 1, 1946, shall be compensated on the basis of 2% of his gross earnings for the period from January 1, 1945 to December 31, 1945.

b. An employee with one year but less than three years' but less than five years' seniority as of July 1, 1946 shall be compensated on the basis of 3% of his gross earnings for the period from January 1, 1945, to December 31, 1945.

c. An employee with five years' or more seniority as of July 1, 1946 shall be compensated on the basis of 4 $\frac{1}{2}$ % of his gross earnings for the period from January 1, 1945 to December 31, 1945.

Each factory employee having one or more years' seniority who is ineligible for vacation pay under the first paragraph above, shall be entitled to a vacation allowance as provided in Paragraphs a, b, and c, above, based upon his seniority as of July 1, 1946, provided he was worked during 26 pay periods between the dates of July 2, 1945 and June 30, 1946 in General Motors plants. The vacation allowance of such employees shall be based upon their gross earnings in all General Motors plants during the calendar year 1945. Payment shall be made not later than July 31, 1946.

143. This agreement supersedes the agreement of April 16, 1945 between the parties, which was terminated December 10, 1945.

144. Except as provided herein the agreement between the parties shall continue in effect without change until March 19, 1948. There shall be no demand for a general wage increase or other economic issues prior to May 31, 1947, provided, however, that either party may request negotiations on such issues after March 19, 1947.

If during the course of negotiations between March 19, 1947 and May 31, 1947, the Corporation should make an offer of a general wage increase equal to the general wage pattern which has been established in the automobile industry prior to or during such period, the Corporation may place such offer into effect during the period, if acceptable to the Union, on the date such pattern was established but in no event prior to March 19, 1947.

145. If either party desires to modify or change this agreement, with the exception of wages or other economic issues, it shall sixty days prior to March 19, 1948, give written notice of the proposed change or modifications. The other party, within ten days after receipt of said notice, shall either accept or reject the proposal or request a conference to negotiate the proposal. If neither party shall give notice to terminate or to change or modify this agreement as provided above, the agreement shall continue in affect after March 19, 1948 subject to termination or modification thereafter by either party upon sixty days' written notice.

In witness whereof, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives the day and year first above written.

United Automobile, Aircraft and
Agricultural Implement Workers
of America CIO

General Motors
Corporation

SAMPLE LABOR AGREEMENT : THE CHRYSLER CORPORATION

This pamphlet represents an editing of a recent collective labor agreement concluded by the Chrysler Corporation of Detroit and the United Automobile Workers Union, a CIO affiliate. This contract represents a good sample of the type of clauses regulating the relations between a large American trade union and a large American corporation with branches in many different places. The grievance machinery and many other items, however, provide the Japanese with excellent examples of the detailed specification found in American and British labor agreements.

Copies of this pamphlet in the Japanese language can be procured for a small sum from the Central Labor College, No. 6 Shiba Park, Minato Ku, Tokyo To.

Reproduction of this pamphlet in whole or in part needs no further permission if reproduced in Japanese by a newspaper or magazine. Republication in pamphlet form, in Japanese, requires a letter of authorization which can be secured by directing the Japanese agency or union to write: Mr. Don Brown, Director, Information Division, CI&E Section, GHQ, SCAP, APO 500, Tokyo.

ECONOMIC AND SCIENTIFIC SECTION

G H Q

S C A P.

Tokyo 1948

Agreement entered into on April, 1947 between Chrysler Corporation, (hereinafter referred to as the "Corporation").

(Said Local No. 7, and Said Local No. 3, and said Local No. 140, and said Local No. 47, and said Local No. 227, and said Local No. 490, and said Local No. 51, and said Local No. 375, and said Local No. 230, and said Local No. 371, and said Local No. 705, and said Local No. 685, and said Local No. 961, and said International Union being hereinafter referred to collectively as the "Union".)

1. The Union recognizes that the Corporation has the exclusive right to manage its plants and direct its affairs and working forces.

2. The Union agrees that it will not for any purpose represent anyone in a supervisory capacity such as superintendents, general foremen, assistant general foremen, foremen or assistant foremen or other supervisors, or other representatives of management.

3. The Corporation will not aid promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

4. It is mutually agreed that the term "employee" for the purpose of this agreement shall not include foremen, assistant foremen, plant protection employees, office employees, confidential salaried employees, and salaried engineers.

5. The Union will not cause or permit its members to cause, nor will any member of the Union take part in, any sit-down, stay-in or slow-down in any plant of the Corporation, or any curtailment of work or restriction of production or interference with production of the Corporation. The Union will not cause or permit its members to cause nor will any member of the Union take part in any strike or stoppage of any of the Corporation's operations or picket any of the Corporation's plants or premises until all the bargaining procedure as outlined in this agreement has been exhausted, and in no case until after the negotiations have continued for at least five days and not even then unless sanctioned by the International Union, United Automobile, Aircraft and Agricultural Implement Workers of America. In case a strike shall occur, either before or after all bargaining procedure has been exhausted, this agreement shall terminate at once. The Corporation reserves the right to discipline any employee taking part in any violation of this section of this agreement. The Union agrees that it will not oppose the discharge or discipline of anyone who instigates, leads or induces another employee to take part in any unauthorized strike. The management will not cause or sanction a lockout until all the bargaining procedure as outlined in this agreement has been exhausted, and in no case until after negotiations have continued for at least five days.

II

Bargaining Procedure

1. The number of districts in each plant shall be the present number, unless the number is increased or decreased by agreement between the plant management and the Union. The plant management and the Union may redistrict a plant from time to time by agreement. In each district, employees in the district shall be represented by one chief steward for each shift who shall be a regular employee having seniority and working in the district.

It is understood and agreed that each chief steward has full time work to perform in the plant. It is understood and agreed that the chief steward will not leave his district during working hours. The foreman will grant permission to the chief steward to leave his work for the purpose of presenting grievances. The foreman also will grant permission to the chief steward to leave his work if the chief steward advises his foreman that a grievance or grievances have been referred to him by one or more of his constituents which require investigation before the grievance or grievances can be properly presented. In such case, the chief steward shall advise the foreman of the number and nature of grievances he wishes permission to investigate, and after investigating them shall advise the foreman in that department of his presence and the number and nature of the grievances he wishes to investigate. After investigating them, the chief steward shall advise the foreman or the designated representative of management, the number and nature of the grievances that he disposed of and present the remaining grievances. If it is necessary for a chief steward to speak to an employee about a grievance, he will make arrangements with the employee's foreman to do so. Chief

stewards during their working hours, without loss of time or pay, may in accordance with the terms of this paragraph, perform their duties of conferring with foremen or other designated representatives of the plant management and of investigating grievances. The Corporation will provide a box at a suitable place in each district in which employees may deposit grievances which they wish the chief steward to present.

2. The plant shop committee of the Union shall consist of not more than six members, each of whom shall be an employee of the plant having seniority or a regular employee of the plant having seniority who is on leave of absence. One member of the plant shop committee shall be an employee on a skilled worker's classification job. It is understood and agreed that each member of the plant shop committee of the Union who is a regular employee of the plant has work to perform in the plant, and that he will not leave his work without first notifying his foreman and shall report to his foreman on his return. Members of the plant shop committee, by agreement between the plant management and the plant shop committee, may have assigned to them certain districts in the plant and on proper occasions may go into those districts, but not into other districts of the plant assigned to other plant shop committeemen. The foreman will grant permission to a plant shop committee to leave his work for the purpose of attending regular or special conferences with the labor relations supervisor.

The foreman will also grant permission to chief stewards to communicate by telephone on an unsettled grievance with the plant shop committeeman assigned to their districts and also will grant permission to a plant shop committeeman (a) to leave his work to confer on grievances with chief stewards in the districts of the plant assigned to that plant shop committeeman when the plant shop committeeman has been requested to do so by the chief steward, and (b) to present grievances to the superintendent or other management representative designated to receive them from the plant shop committeeman in his district. Plant shop committeemen may perform their regular bargaining procedure duties during working hours without loss of time or pay.

3. The management in a plant may present to the secretary of the local union as grievances any abuses of the bargaining procedure by the Union, its chief stewards, its plant shop committeemen, its local union officers, or other representatives or members of the Union. If the management is dissatisfied with the disposition of the grievance made by the local union, it may take the grievance up with the international union. The Union may present to the labor relations supervisor in a plant as grievances any abuses of the bargaining procedure by the management or its representatives. An appeal in accordance with the bargaining procedure may be taken by the Union if it is dissatisfied with the labor relations supervisor's decision. Such grievances by either the plant management or the Union shall be presented in writing.

4. Plant shop committeemen, chief stewards and local union officers employed in the plant are subject to the same discipline as any other regular employee in the plant for violation of shop rules.

5. Regular conferences shall take place between the plant shop committee of the Union and the labor relations supervisor of the plant on one day, Tuesday, of each week. An agenda of the matters to be taken up at the meeting shall be delivered to the labor relations supervisor by the plant shop committee on the Monday morning preceding the meeting. Members of the plant shop committee of the Union shall receive pay from the Corporation at their regular hourly rates for time spent in such regular conferences. The plant shop committee may meet at a place designated by the management on company property for one-half ($\frac{1}{2}$) hour immediately preceding a meeting with the labor relations supervisor, for which meeting an agenda has been filed with the labor relations supervisor by the plant shop committee.

6. Special conferences for emergency matters may be arranged between the plant shop committee of the Union or the president of the local union and the labor relations supervisor, or the plant manager or his designated representative. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Members of the plant shop committee of the Union shall receive pay from the Corporation at their regular hourly rates for the time spent in such special conferences.

7. The management will answer in writing any grievance presented to it in writing by the Union; (a) by the foreman within three (3) working days, (b) by the superintendent within five (5) working days, (c) by the labor relations supervisor within seven (7) working days, (d) by the plant manager or his designated representative is not able to answer the grievance within the specified time he will so advise the Union.

These time limits may be extended at any time by agreement between the Corporation and the Union.

8. A grievance of any employee in connection with his working conditions or a joint grievance of any group of employees in connection with their working conditions shall be presented to the management in the following manner:

- a. The employee or one designated member of a group of employees may
 - (1) take the grievance up with the foreman, or (2) deposit the grievance in the box provided for that purpose, or (3) after obtaining permission of the foreman to leave their work, take the grievance to the chief steward.
- b. The chief steward then takes the matter up with the foreman or other designated representative of the management in the district.
- c. If the chief steward and the foreman or other designated representative of management are unable to dispose of the matter, the chief steward then shall reduce the grievance to writing and deliver copies of the written grievance to the foreman or other designated representative of management and to the member of the Union's plant shop committee to whom grievances in that district are to be referred.
- d. The plant shop committeeman then takes the written grievance up with the superintendent or other designated management representative for the particular district.
- e. If the plant shop committeeman and the designated representative of management are unable to dispose of the matter, then the plant shop committeeman refers the written grievance to the plant shop committee.
- f. The plant shop committee then delivers a written copy of the grievance to the labor relations supervisor and thereafter takes the matter up with the labor relations supervisor at a scheduled meeting.
- g. If the plant shop committee and the labor relations supervisor are unable to dispose of the matter, the plant shop committee then refers the matter to the proper higher officer or officers of the local union who may then take the matter up with the plant manager or his designated representative after arranging a conference.
- h. If the officers of the local union and the plant manager or his designated representative do not dispose of the matter, and the officers of the local union believe the matter should be carried further, they then refer the matter to the international union. If the representatives of the international union in their discretion decide to take the matter up with the director of labor relations, they shall serve notice of such intention together with a copy of the original grievance prepared by the chief steward upon the officers of the local union, the plant manager or his designated representative and on the director of labor relations of the Corporation.
- i. The officers of the local union shall then prepare a written statement of all facts and circumstances surrounding the grievance, and the plant manager or his designated representative shall write a complete statement of the case. Copies of each of these statements shall be promptly sent to the international union and to the director of labor relations of the Corporation.
- j. The international union representatives then take the matter up with the director of labor relations of the Corporation.

9. Should the Union not agree with the disposition of the matter made by the director of labor relations of the Corporation, the Union shall prepare a record which shall consist of the original written grievance prepared by the

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chief steward, the written statement prepared by the officers of the local union, the written statement prepared by the plant manager or his designated representative and such other written records as there may be in connection with the matter and forward the same to the vice-president of the Corporation in charge of operations, together with a notice that the decision of the director of labor relations of the corporation in charge of operations, together with a notice that the decision of the director of labor relations of the Corporation with respect to that grievance is not satisfactory to the Union. The matter may then be submitted to the appeal board for final disposition, such disposition to be made within thirty (30) days of the submission. The appeal board shall consist of two executives of the Corporation and two official representatives of the international union, and an impartial chairman. The Union and Corporation representatives of the appeal board shall attempt to settle all grievances properly referred to the board. In the event that they are unable to settle a matter, it shall be determined by decision of the impartial chairman and not by majority vote of the board. The impartial chairman shall have the right, however, to participate in all discussions and meetings of the appeal board and shall also have the duty of assisting the parties in resolving particular questions.

10. The impartial chairman shall have only the functions set forth herein and shall serve for one year from date of appointment provided he continues to be acceptable to both the Union and the Corporation. The fees and approved expenses of the impartial chairman will be paid one-half by the Corporation and one-half by the Union.

11. The power and authority of the appeal board shall be limited to (a) matters involving the correctness of the classification of employees, and (b) applying and interpreting the provisions of the agreement, excluding paragraph 1 of Article IV (rates of production). In proper cases the appeal board may modify penalties assessed by the management in disciplinary discharges and layoffs. The appeal board shall not have authority to add to or subtract from or to modify any of the terms of the agreement or to establish or change any wage or rate of pay.

Any case appealed to the appeal board on which it has no power to rule shall be referred back to the parties without decision.

12. In any matter involving complaint by the Union under paragraph 2 Article IV as to any previously established work load, the appeal board's decision shall be based upon fair and accurate time studies.

13. Any grievance not appealed from an answer at one step of the bargaining procedure to the next step of the bargaining procedure within five working days after such answer shall be considered settled on the basis of the last answer and not subject to further review, except that on appeals to and from the decision of the director of labor relations the time shall be thirty (30) days.

14. No claims, including claims for back wages, by an employee covered by this agreement, or by the Union, against the Corporation shall be valid for a period prior to the date the grievance was first filed in writing unless the circumstances of the case made it impossible for the employee, or for the Union as the case may be, to know that he, or the Union, had grounds for such a claim prior to that date, in which case the claim shall be limited retroactively to a period of thirty days prior to the date the claim was first filed in writing.

15. If the Corporation fails to give an employee work to which his seniority entitles him, and a written notice of his claim is filed within ten days of the time the Corporation first failed to give him such work the Corporation will, within six months, give him extra work. (i.e., work to which no other employee is entitled to work to which a junior employee otherwise would be entitled) which he can do sufficient to reimburse him for the earnings he lost through failure to give him such work and this work will be paid for at the hourly rate the employee would have received had he worked, or, if paid for at a lower rate, the Corporation will make up the difference or so much thereof as the appeal board shall specify in cash. Failing to give the employee work within six (6) months, the Corporation will pay back wages.

16. The appeal board shall not allow back pay to any employee who shall be disciplined for violating Article I, Section 6 of the agreement, which section relates to strikes and lockouts, but if the penalty imposed by the Corporation is two weeks layoff or more, the grievance machinery must be expedited so that the appeal board's decision will come within two weeks of the written filing of the grievance.

17. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate less any unemployment or other compensation he may have received from any source during his layoff. The appeal board shall have authority in its discretion to deduct such further amount as it may deem fair.

18. No decision of an appeal board or of the management in one case shall create a basis for retroactive adjustment in any other case.

19. After a case on which an appeal board is empowered to rule hereunder has been referred to the appeal board, the case may not be withdrawn by either party except by mutual consent.

20. There shall be no appeal from any appeal board's decision. Each such decision shall be final and binding on the Union and its members, the employee or employees involved, and the Corporation. The Union will discourage any attempt of its members, and will not encourage or cooperate with any of its members in any appeal to any court or labor board from a decision of an appeal board.

21. Any issue involving the interpretation and/or the application of any term of this agreement may be initiated by either party directly with the other party. Upon failure of the parties to agree with respect to the correct interpretation or application of the agreement to the issue, it may then be appealed directly to the appeal board as provided in paragraph 9.

III

Discharge

1. It is agreed that the maintenance of discipline is essential to the satisfactory operation of the plant.

2. The plant management agrees promptly upon the discharge of an employee other than a probationary employee to notify in writing the chief steward or plant shop committeeman in the district of the discharge. Should the discharged employee or the Union representative and the plant shop committee consider the discharge to be improper, a complaint shall be presented in writing through the shop committee to the labor relations supervisor within forty-eight (48) hours of the discharge. The management of the plant will review the discharge and give its answer within seventy-two (72) hours after receiving the complaint. The management of each plant is authorized to settle such matters. If the decision is not satisfactory to the Union, the matter shall be referred to the bargaining procedure.

IV

Rates of Production

1. The management agrees that in establishing rates of production it will make studies on the basis of fairness and equity consistent with quality of workmanship, efficiency of operations and the reasonable working capacities of normal operators.

2. If any employee or group of employees claim that the rate of production on their job is too fast and the foreman is unable to adjust the matter, the job will be examined again in the following manner:

First, there shall be an examination with a union representative from the district in attendance and all of the facts shall be made available for the parties dealing with the grievance. Should a satisfactory agreement not result, the matter in dispute shall be referred to the bargaining procedure. The management of each plant is authorized to settle such matters.

V

Layoff, Rehiring and Transfer of Employees

1. New employees of the plant shall be considered as probationary employees for the first ninety (90) days of their employment. The ninety days' probationary period shall be accumulated within not more than one (1) year. After employees have finished the probationary period, they shall be entered on the seniority list of their department or division and shall rank for seniority from the day ninety (90) days prior to the day they completed the probationary period. There

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shall be no seniority among probationary employees. The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment, but the Union shall not represent probationary employees who have been laid off or discharged except in case the layoff or discharge is for discrimination for union activities. When other factors enter into the discharge of a probationary employee, the Union shall not represent the probationary employee.

2. Seniority is by department or division.

3. Rank on the seniority list shall not be affected by the race, marital status, or dependents of the employee.

4. The seniority lists of the Corporation on the date of this agreement show the names of all employees of the Corporation entitled to a ranking for seniority.

5. An employee shall lose his seniority for the following reasons only:

a. He quits.

b. He is discharged and discharge is not reversed through the bargaining procedure.

c. He is absent for five days without notifying the plant, in proper cases, exception shall be made. If the disposition made of any such case is not satisfactory, the matter may be referred to the bargaining procedure.

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

e. When he is out of work due to layoff for a period of more than twenty-four (24) months. This provision does not apply to employees with seniority ranking prior to January 1, 1938.

6. The plant will give twenty-four (24) hours notice of layoff as hereinafter defined to employees, and to the chief steward in the district where the layoff is to be made.

7. The management shall keep the seniority list for each department up to date at all times, and whenever the chief steward shall raise a question of seniority, shall make the seniority list available for his inspection for the purpose of settling the question. The management will post in each department a corrected seniority list every ninety days.

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

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

10. The plant agrees that in employing new people in any department it will so far as reasonably practicable give work opportunity to employees who are at the time laid off and are not expected to be returned to work at their plant on the model in the following order:

a. To employees of other departments of the plant, and

b. To employees of other plants of the Corporation. Such employees under this subdivision (2) start work as new employees in the plant

11. An employee who is transferred either by the Corporation or at his own request from one plant to another plant of the Corporation, shall retain his

seniority in the plant from which he was transferred for a period of twelve (12) months from the date he last worked in the plant and shall start as a new employee in the other plant, except as provided in paragraph 12 referring to the transfer of operations or departments from one plant to another plant of the Corporation.

12. When operations or departments are transferred from one plant to another plant of the Corporation, employees engaged on such operations or employed in such departments who are out of work as a result of the transfer may if they so desire be transferred to the other plant and carry their ranking for seniority to the other plant.

13. When operations or departments are discontinued, then so far as reasonably practicable, employees affected will be given other work in the plant which they can do and without change of ranking for seniority.

14. When an employee is promoted or transferred to a higher paid classification, he will be paid the working rate of the new classification for fifteen (15) days after which he will receive the top rate. If he has previously worked on and at the top rate of the classification to which he was promoted or transferred, he will be paid the top rate immediately.

15. If an employee who has worked on or at the top rate of a higher paid classification is reduced to a lower paid classification and is subsequently promoted to an intermediate classification, the work of which he can perform without a breaking-in period, he will receive the top rate for the intermediate classification.

16. When an employee who has been working in a higher paid classification is transferred to a lower paid classification in the plant, he will start at the top rate of the classification.

17. When an employee who formerly worked in one plant of the Corporation is hired in as a new employee in another plant of the Corporation, he will receive the working rate of the classification in which he is employed in the other plant for fifteen (15) days, after which he will receive the top rate. If prior to the date of his hiring in the new plant he has worked for the Corporation on and at the top rate of the same classification upon which he is hired or on or at the top rate of a higher paid classification and can perform the work of the new classification without a breaking-in period, he receives top rate immediately.

18. Section 14, 15, 16 and 17 of this article apply only to hourly rate employees who are in classifications to which the ninety (90) day plan of wage advancement is applicable.

Layoff

19. When there is a decrease in force, the following procedure shall be followed:

a. Probationary employees will be laid off on a plant-wide basis in such manner and as expeditiously as is consistent with the continuous, efficient and orderly operations of the plant or departments involved, providing that the laid-off seniority employee who displaces the probationary employee is willing to accept and has the present ability to perform the job.

b. Employees with seniority, will be laid-off according to seniority.

Rehiring

20. When there is an increase in force after a layoff, the following procedure shall be followed:

a. Employees with seniority shall be returned according to seniority.

b. When an employee's absence from work is due solely to disability, resulting from sickness or injury and due proof of the disability is given to the plant, he will be returned to work in accordance with his seniority and these rules as nearly as may be as if he had not suffered disability, providing he passes the required physical examination. If the disposition made of any such case is not satisfactory, the matter may be referred to the bargaining procedure.

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21. Promotions to higher paid jobs or better jobs with equal pay are based primarily upon merit and ability, but when all other things are equal the employee having the greatest seniority will receive the preference. Violations of other than merit and ability provisions of this section shall constitute grounds of a grievance.

22. For the purpose of this article dealing with seniority the word "employee" means an employee who is entered on the seniority list.

23. For the purpose of this article dealing with seniority, the word "lay-off" means an adjustment or a reduction in working force due to an automobile model change or a decrease in the company's business, and does not mean temporary adjustments of the working force due to emergencies, weekend operations, temporary adjustment of schedules, etc. If the temporary adjustment extends beyond seven (7) working days the Union and the Corporation will consider the advisability under the existing circumstances of adjusting the working force according to the layoff provisions in the contract.

24. The Union recognizes the need for exceptional employees. Exceptional employees are employees who have a skill needed in facilitating the start of a new model or at times working forces are reduced. Any complaint by the Union in regard to the listing of any employee on the list shall be referred to the bargaining procedure.

25. The Corporation agrees that in movements of work from one plant of the Corporation to another not covered by Section 11 or Section 12 of this agreement, the company will discuss the movements with the international union.

26. If an hourly rated employee is promoted to assistant foreman, foreman or to any other supervisory or salaried position, and is thereafter transferred to an hourly rated employee, he shall accumulate seniority while working in the supervisory or salaried position and when so transferred shall commence work as an hourly rated employee with the seniority ranking he had at the time of his promotion, plus the seniority accumulated while he was working in the supervisory or salaried position.

27. Provisions pertaining to shift preference may be negotiated locally in the plants. Any such agreements must have sufficient flexibility to give full protection to efficiency of operations at all time.

VI

Leaves of Absence

1. Members of the Union elected to local union positions or selected by the Union to do work which takes them from their employment with the Corporation shall at the written request of the Union receive temporary leaves of absence for periods not to exceed one year, and upon their return shall be re-employed at work generally similar to that which they did last prior to the leave of absence, and with seniority accumulated throughout their leave of absence.

VII

General

1. An employee reporting for work on his foreman's or management's instructions but for whom no work at his regular job is available will be offered at least four (4) hours employment at some other work at his regular hourly rate. This provision shall not apply when the lack of work is due to a labor dispute, fire, flood or other cause beyond the control of the management.

2. Employees regularly employed on the second or third shift shall receive in addition to their regular pay for the pay period five (5) percent and seven and one-half (7½) percent, respectively additional compensation.

3. Time and one-half will be paid for time worked over eight (8) hours per day.

4. Time and one-half will be paid for time worked over forty (40) hours per week.

5. Time and one-half will be paid for Saturday work in excess of forty (40) hours per week. No employee will be laid off during the week for the purpose of avoiding overtime payment. For Saturday work following a holiday specified below in Section 7 in the same week, time and one-half will be paid.

6. Time and one-half will be paid for the sixth consecutive day worked in the regularly scheduled work week. A full day's absence due to a shortage of material will be considered as a day worked for the purpose of computing the sixth consecutive day worked except in those instances when the shortage of material is the result of a labor dispute.

7. Double time will be paid for work on Sundays and the following legal holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day, except as outlined in paragraph 8.

Employees will be paid eight hours pay at their regular straight time hourly rate exclusive of night shift and overtime premium for the holidays specified above in this section providing they meet all of the following eligibility rules unless otherwise provided herein:

- a. The employee has seniority as of the date of the holiday.
- b. The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday, and;
- c. The employee must have worked the last scheduled working day prior to and the next scheduled working day after such holiday within the employee's scheduled work week.

Seniority employees who have been laid off in a reduction of force or who have gone on sick leave during the work week prior to or during the week in which the holiday falls, shall receive pay for such holiday. When a holiday falls on Saturday, eligible employees shall receive holiday pay provided they have worked the last preceding scheduled work day within the week in which that holiday falls. When an eligible employee is on an approved leave of absence and returns to work following the holiday but during the week in which the holiday fell, he shall be eligible for pay for that holiday. Employees working on operations which are normally classified as seven day operations and whose work is covered by paragraph 8 of this article, shall receive holiday pay in the event the holiday falls on one of their regularly scheduled days off and they meet the other eligibility requirements of this procedure for paid holiday which time; provided, however, that if such employees work on a holiday which falls on their scheduled day of work when such employees are scheduled to work on a holiday and do work, they shall not receive holiday pay under this procedure but shall be paid for time worked in accordance with said paragraph 8, employees not working on operations which are normally classified as seven day operations, who may be requested to and do work on any of the above holidays, shall not receive holiday pay but shall be paid in accordance with the first sentence of this section. In applying this procedure when any of the above enumerated holidays fall on Sunday and the day following is observed as a holiday by the State or Federal Government, it shall be paid as such holiday. Employees who receive holiday pay under this procedure and who work part of a shift that falls within the holiday shall receive straight time for such work on the holiday.

8. Hourly rated employees working on operations which are normally classified as seven (7) day operations will not be paid overtime for Saturday or Sunday work when the Saturday or Sunday is a working day of their scheduled week, unless such hours exceed eight (8) hours per day or shift, or forty (40) hours per week. Such employees are to receive double time for hours worked on any of the designated legal holidays other than Sunday and for hours worked on the seventh consecutive day. The seven consecutive days need not fall within the same pay period. A legal holiday on which such an employee performs no work will be considered as a day worked for the purpose of computing the sixth consecutive day worked and in such case the six consecutive days need not fall within the same pay period. In all other cases the six consecutive days must fall within the same pay period.

9. The allowance of an overtime premium on any hour excludes that hour from consideration for overtime payment on any other basis, thus eliminating any double overtime payments.

DECLASSIFIED E.O. 11652 SEC. 3(F) AND 5(D) OR (E) NNDG # 770075

10. A bulletin board shall be placed in each district by the Corporation which may be used by the Union for posting notices of the following types:

- a. Notices of recreational and social events.
- b. Notices of elections.
- c. Notices of results of elections.
- d. Notices of meetings.

The bulletin board shall not be used by the Union for disseminating propaganda of any kind whatsoever; and among other things shall not be used by the Union for posting or distributing pamphlets or political matter of any kind whatsoever, or for advertising.

11. When on full-time three-shift per day operations the time from the beginning of the shift to the end of it does not exceed eight hours, the employees shall work 7-3/4 hours on each shift and shall have a lunch period of one-quarter hour and shall receive eight hours pay. It is understood that this arrangement does not apply to shifts on which the employees work eight hours and have in addition a period for lunch, or to shifts on which by reason of reduction of hours for reasons other than the lunch period, there is time for a lunch period.

12. An hourly rated employee will ring his clock card at the noon hour when he leaves the plant.

13. The Corporation will furnish to the international union a copy of the rate classification book of the Corporation. The rate classification book is to be treated in confidence and kept at the office of the international union.

14. The Corporation will increase the wages of the employees covered by this agreement eleven and one-half cents (11½) an hour effective at the start of the pay period beginning April 28, 1947, provided this agreement is ratified and the Corporation so notified by May 6, 1947.

15. During May, 1947, the Corporation will make a payment in lieu of vacation with pay for 1947 of fifty-seven dollars (\$57.00) to all eligible hourly rate employees who have at least one (1) year's and less than five (5) years' seniority on May 1, 1947, and a payment of one hundred fourteen dollars (\$114.00) to all eligible hourly rate employees having five (5) years' or more seniority on May 1, 1947.

The following employees will be considered eligible.

a. Those who are on the active hourly rate payroll on May 1, 1947, unless they have since been promoted to a salaried classification.

b. Those who have worked for the Corporation during eight (8) of the preceding twelve months.

c. Those who, on May 1, 1947, are absent due to sickness or injury and are receiving group sick and accident insurance benefits or workmen's compensation benefits.

d. Those who, on May 1, 1947, are on leave of absence for a period not to exceed ninety (90) days.

A similar payment will be made during May, 1948, unless the general wage level of the Corporation is changed by negotiation prior to that time, in which case the amount of the payment will be subject to negotiation.

16. The regularly scheduled work week starts at 12.01 a.m., Monday, and ends 168 hours thereafter, except those employees on third shift operations starting Sunday night in which case their regularly scheduled work week starts with the beginning of their shift Sunday night and ends 168 hours thereafter.

VIII

Special Provisions for Skilled Workers

1. A skilled tradesman is defined as one having served a four year apprenticeship or its equivalent in any of the popularly recognized and accepted skilled trades such as tool makers, die makers, plumbers, electricians, etc.

2. The management will endeavor to the best of its ability to equalize hours among all skilled workers in the same classification in the department. Hours taken off by employees because of illness or at their own request will be considered as hours worked in the equalization of hours.

This agreement shall continue in full force and effect until April 26, 1949, and from year to year thereafter, unless between April 1 and April 15 of any year thereafter the Corporation notifies the Union, or the Union notifies the Corporation, of its desire to terminate the agreement, and thereupon the agreement shall terminate as of April 26 of the year in which the notice is given. Between April and April 15, 1949, or between April 1 and April 15 of any year thereafter the Corporation may notify the Union, or the Union may notify the Corporation, of its desire to amend the agreement, in which event the notice shall set forth the nature of the amendments desired. If the parties are unable to agree upon the proposed amendment or amendments on or before April 26 in any such year, unless the party or parties proposing the amendment or amendments withdraws them, contract shall expire on April 26 of that year. Any amendments which may be agreed upon shall become and be a part of the agreement without modifying or changing any of the other terms of the agreement. During the term of this agreement the rates for all existing classifications are fixed except that each party may on one occasion only, and upon written notice to the other, signify its desire to open wage negotiations, in which event the notice shall set forth the adjustment or adjustments desired. Notice shall be in writing and shall be sufficient if sent by mail.

INTERNATIONAL UNION,
UNITED AUTOMOBILE, AIRCRAFT
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, affiliated
with the C.I.O.

CHRYSLER CORPORATION

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Presented 29 November 1946

Prepared by
John R. Harold
Labor Relations Officer

ECONOMIC AND SCIENTIFIC SECTION
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Introduction.

As a consequence of the organization of over four million workers in Japan, there has arisen problems concerning the choice of bargaining representatives. Already there have been disputes as to which of two unions represent a given group of workers. In other cases several factories of a single company have been organized with one union claiming to represent the employees of some of the factories and another union claiming to represent the workers of other factories. Indecision in these matters may lead to industrial unrest.

Basic Philosophy

In the United States the employees of a particular factory have the right to designate their bargaining representatives. The choice of a majority is the bargaining representative for all employees in that factory. Minority groups are forbidden to bargain collectively with employers.

Much discussion concerning this concept preceded the passage of the National Labor Relations Act - our Wagner Act. The Senate committee which considered this law prior to its passage endorsed the concept that a majority of the employees of a factory shall have the right to determine who shall be the representatives of all of the employees for purposes of collective bargaining. The committee felt that this rule is sanctioned by our governmental practices, by business procedures, and by the whole philosophy of democratic institutions.

The object of collective bargaining is the making of agreements that will stabilize business conditions and fix fair standards of working conditions. It is universally recognized that it is practically impossible to apply two or more sets of agreements to one unit of workers at the same time. It is impossible to apply the terms of one agreement to only a portion of the workers in a single unit. The making of agreements is impractical in the absence of majority rule. By long experience, majority rule has been discovered best for employers as well as employees. Workers have found it impossible to approach their employers in a friendly spirit if they remain divided among themselves. Employers likewise, where majority rule has been given a trial of reasonable duration, have found it more conducive to harmonious labor relations to negotiate with representatives chosen by the majority than with numerous warring factions.

Majority rule carries the clear implication that employers shall not interfere with the practical application of the right of employees to bargain collectively through chosen representatives by bargaining with individuals or minority groups in their own behalf, after representatives have been picked by the majority to represent all.

The committee from the lower house - the House of Representatives of the United States - when considering the same bill said:

"The underlying purposes of the majority rule principle are simple and just. As has frequently been stated, collective bargaining is not an end in itself; it is a means to an end, and that end is the making of collective agreements stabilizing employment relations for a period of time, with results advantageous both to the worker and the employer. There cannot be two or more basic agreements applicable to workers in a factory; this is virtually conceded on all sides."

An early decision by the first National Labor Relations Board, (created under the National Industrial Recovery Act) stated:

"It seems clear that the company's policy of dealing first with one group and then with the other resulted, whether intentionally or not, in defeating the object of the statute. In the first place the company's policy inevitably produced a certain amount of rivalry, suspicion, and friction between the leaders of the different employee groups..... Secondly, the company's policy, by enabling it to favor one organization at the expense of the other, and thus to check at will the growth of either organization, was calculated to confuse the employees, to make them uncertain which organization they should from time to time adhere to, and to maintain a permanent and artificial division in the ranks."

In the United States many precedents for majority rule in labor relations may be cited. It was applied by the National War Labor Board in the first World War, the Railway Labor Board and industry boards in the steel and textile industries.

The National Labor Relations Act

Sec. 9(a) of the National Labor Relations Act states:

"Sec. 9(a). Representatives designated or selected by the majority of the employees in a unit appropriate for such purposes, shall be the exclusive representatives of all employees in such unit for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, or conditions of employment...."

Appropriate Bargaining Unit

Before you can come to the question of a majority status, it is first necessary to determine the unit or base upon which a majority test may be applied. This, under our law, is known as the "appropriate unit" for collective bargaining purposes.

Sec. 9(b) of the National Labor Relations Act gives the National Labor Relations Board the power to determine what is the appropriate unit. That section states:

"Sec. 9(b). The Board shall decide in each case whether, in order to insure to employees the full benefit of their right to self-organization and to collective bargaining, and otherwise to effectuate the policies of the Act, the unit appropriate for purposes of collective bargaining shall be the employer unit, craft unit, plant unit or such division thereof."

In the United States, because of the early development of trade unions along craft lines, many conflicts arose when unions began to organize on an industrial basis. In a factory the carpenters might want to have their own union separate from other employees. In the newspaper printing industry in New York, for instance, there are several powerful craft unions and no industrial union. In the automobile workers union, however, the craft concept has nearly disappeared. It is apparent then that in an unorganized factory, there may be efforts of some people to form craft unions and for others to form an industrial union.

To what unit shall this concept of majority rule apply? As has been seen, the authority for such a determination has been given to the Labor Board. It has developed certain criteria to aid it in determining the appropriate unit for purposes of collective bargaining.

The prime object of the Board is to create a unit which, by the votes of the employees, will best reflect the wishes of the greatest number of workers with common interests. In attempting to ascertain the groups among which there is that mutual interest in the objects of collective bargaining which must exist in an appropriate unit, the Board takes into consideration the facts and circumstances existing in each case. The nature of the work done by the employees involved, their training and the extent of their responsibilities, and the organization of the employer's business are all entitled to weight. The prime weight to be given to any of the relevant factors cannot be mathematically stated. The following are some of the criteria:

Self-Organization as a Basis for the Unit

The unit chosen by employees on their own initiative is generally grounded in a community of interest in their occupations and more particularly in their qualifications, experience, duties, wages, hours, and other working conditions. In other words, the preference of the employees is a strong factor to be considered. Where there are craft unions involved and difference of opinion among the workers as to the appropriate unit, the Board will sometimes hold several separate elections to see if the craft workers want to be in one big union or have their own union on craft lines.

History of Labor Relations in the Plant

In determining the appropriate bargaining unit, the Board will examine the history of labor relations and collective bargaining in the plant or industry. Past practice is valuable in determining the attitude of the employer and the employees as to what is the appropriate bargaining unit. If the established course of dealings shows that both parties have come to regard a certain group as forming an appropriate unit, the Board will not attempt to change the practice unless some special circumstances appear. The principle is followed frequently because of the fact that the maintenance of present groupings tend to lessen industrial strife, and, at the same time, generally expresses the wishes of both parties.

Nature of the Work

In large measure the community of interest existing among employees springs from the fact that they are doing the same kind of work. The fact that they are engaged in similar activities gives rise to like problems of wages, hours and working conditions. Almost invariably, therefore, the need for the inclusion in a bargaining unit of all men doing like work will be so apparent that the Board will act accordingly.

Geographical Considerations

Geographically widespread distribution of a company's plants may lead the Board to the conclusion that separate bargaining units ought to be created for each plant even though the same kind of worker is included in each unit. This may be so because the distance between plants may give rise to different labor problems and because it would be difficult for a prompt and clear exchange of views between employees of the different plants.

Sometimes other factors, however, are given greater weight than distance between plants and all plants held to be one bargaining unit. A past history of collective bargaining on a full company basis may be the deciding point.

More Than One Company

Ordinarily, a unit is limited to a single company. This is natural since in most instances each employer does his own bargaining with his own employees. However, where employers have banded together to bargain collectively, the Board may certify all the employees in all the plants of these several employers as one bargaining unit. On the Pacific Coast of the United States all longshoremen employed by any member of an employers' association are in one bargaining unit despite the fact that the unit covers all the ports for miles up and down that coast line.

Sometimes the bargaining unit is found to be one zone. In the shipbuilding industry there are collective contracts for each of four zones: the Pacific Coast Zone, the Atlantic Coast Zone, the Great Lakes Zone, and the Gulf Zone.

All the criteria mentioned previously are considered by the Board in making its findings as to the appropriate unit. However, the wishes of the employees are given the greatest weight. In one case there were two plants separated 28 miles apart belonging to the same company. One was a sawmill and one a logging company. The American Federation of Labor was organizing Plant A and the Congress of Industrial Organizations both A and B. The American Federation of Labor asked the Board to find that Plant A was an appropriate unit. The company wanted plants A and B to be held to be an appropriate bargaining unit. The Board ordered an election in each plant as to whether the bargaining unit should be both plants, or not, letting the workers themselves decide the issue.

In most cases the workers and the employer agree among themselves as to what is the appropriate bargaining unit. In the case of dispute, however, it is the Board that makes the decision giving due consideration to the factors already discussed. When an appropriate unit is determined, then the question of an election for a choice of bargaining representative can be held.

Investigations, Elections and Certifications

In most cases in the United States when union representatives seek to bargain with an employer, the first question asked of them by the employer is, "Can you prove to me that you represent the workers?"

A union can do this most effectively by calling the workers out on strike. However, this would be a wasteful procedure since the Labor Board provides other means of answering this question.

Card Checks

There are several ways of determining who is the bargaining representative. In the first place, the union can file a petition with the Labor Board asking that it be certified as the bargaining representative for a majority of the employees.

The petition would contain the following information:

- (1) The name and address of the petitioning union.
- (2) The name and address of the employer or employers involved, the general value of their businesses and the approximate number of employees in such unit.

(3) A description of the bargaining unit which petitioner claims is appropriate and the approximate number of employees in such unit.

(4) The number or percentage of the employees in such unit who have designated or selected the petitioning union to be their representative for collective bargaining.

(5) The names of any other known labor organizations which claim to represent any of the employees in the alleged bargaining unit.

(6) A brief statement setting forth the nature of the question which has arisen concerning representation - for instance, that the employer denies the workers want the petitioning union.

(7) Any other relevant facts.

The Board would then call the parties together and the employer might agree that the representatives of the union do in fact represent a majority of the employees.

If the employer continues to dispute this fact, however, there may be a card check - that is, the Labor Board will examine the union membership cards signed by the workers and compare their signatures against the signatures of those employees on the employer's pay roll. If the union presents the signatures of more than a majority of the employees, the Board may then certify these representatives of that union as the bargaining representative for all employees.

Elections

However, the union may feel that it represents the majority of employees, but because of employer intimidation, the workers have been afraid to join the union or sign membership cards. In such a case the Board would, after determining the appropriate unit, order a secret election among the employees. If a majority voted for the union, then the Board would certify that union. The ballots would give the workers a choice of the petitioning union or no union.

On most occasions this election is conducted with the consent of the employer but should he object, the Board has the power to order an election despite this objection.

The election is conducted by the Labor Board. An agent of the Board prepares the ballots, selects a voting place, sets the time for voting and exercises complete supervision over the proceedings. The Labor Board assumes the responsibility to see that no one, in any way, intimidates the workers in their free choice of bargaining representative.

The ballot is very simple containing a place for the worker to indicate whether he wants to be represented by the union that

petitioned for an election. The question of majority is determined by the majority of the votes cast as distinguished from the majority of the eligible voters. If there are two unions involved, there will be three choices on the ballot; one for Union A, one for Union B, and one for no Union. In this way the workers may indicate their choice. Where necessary, there will be a run-off election - that is, suppose Union A leads in the voting but without a majority, and Union B is next, and the no union vote is third. Then a second election would be held to determine whether the majority wanted Union A or Union B and the question of "no union" would be left off the ballot in the second election.

There are many other detailed features involved in these procedures. There is the question of the eligibility of the voters; whether temporary, casual or seasonal workers are eligible to vote must be determined. If there is a labor turnover, it will be important to set a date on which eligibility will be determined. There are other rules too detailed to be considered here.

Certification

The union that gets the majority of the votes cast in an election is "certified" by the Labor Board as the bargaining representative for all workers in the plant or factory involved. No other union can seek to bargain collectively for other workers in the factory.

A "certification" is usually good for one year. The workers may change their mind later on and at the end of a year they may have an opportunity to vote again. However, some minimum period is necessary in the interest of stability.

Employer Interference

The Labor Board is zealous to see that employers do not interfere in these elections in any way. If the Board finds that they have interfered and affected the results, the Board will forbid this employer interference, post such a notice on the factory bulletin board and order another election held.

Size of the Problem

In 1943, over 1,400,000 workers were eligible to participate in 4,153 elections and card checks for choice of bargaining representative. Eighty-two per cent of all the ballots cast chose a union. Sixty-six per cent of the elections were conducted by the consent of the parties. Other elections had to be ordered by the Board. In 76% of the elections, there was only one union involved with the choice for or against the petitioning election.

Unions in the United States have readily grasped this peaceful means of illustrating their strength. It has oftentimes

made them much more effective across the bargaining table after they have won an election with a great number of the eligible voters voting for a union. It oftentimes is a means whereby an employer can be prevented from denying that a union represents his workers or from dealing with a minority union or from trying to pit one union against another for his own advantage.

The statistics indicate that workers in the United States have fully and effectively used this elective process available to them.

Conclusion

A committee of the House of Representatives in considering the question of representation proceedings prior to the passage of the Wagner Act said:

"The Committee adheres to the common belief that the device of an election in a democratic society has, among other virtues, that of allaying strife, not provoking it. Obviously the Board should not be required to wait until there is a strike or immediate threat of strike. Where there are contending factions of doubtful or unknown strength, or the representation claims of the only organized group in the bargaining unit are challenged, there exists that potentiality of strife which the bill is designed to eliminate by the establishment of this machinery for prompt, governmentally supervised elections."

In most cases of collective bargaining in the United States, contracts are signed without any need to resort to an election. These contracts are binding and effective. However, where the employer disputes the fact of representation or questions the strength of a union, there is a peaceful way of showing that strength. Where more than one union is involved, there also is procedure whereby employees may make a choice of union and the losing union will withdraw. These procedures have worked successfully in the United States.

Whether Labor Relations Boards in Japan can or should conduct similar elections under similar or other rules of procedure is a problem to be answered by the Japanese.

12.

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- (1) The name and address of the petitioning union.
- (2) The name and address of the employer or employers involved, the general value of their businesses and the approximate number of employees in such unit.

(3) A description of the bargaining unit which petitioner claims is appropriate and the approximate number of employees in such unit.

(4) The number or percentage of the employees in such unit who have designated or selected the petitioning union to be their representative for collective bargaining.

(5) The names of any other known labor organizations which claim to represent any of the employees in the alleged bargaining unit.

(6) A brief statement setting forth the nature of the question which has arisen concerning representation - for instance, that the employer denies the workers want the petitioning union.

(7) Any other relevant facts.

The Board would then call the parties together and the employer might agree that the representatives of the union do in fact represent a majority of the employees.

If the employer continues to dispute this fact, however, there may be a card check - that is, the Labor Board will examine the union membership cards signed by the workers and compare their signatures against the signatures of these employees on the employer's pay roll. If the union presents the signatures of more than a majority of the employees, the Board may then certify these representatives of that union as the bargaining representative for all employees.

Elections

However, the union may feel that it represents the majority of employees, but because of employer intimidation, the workers have been afraid to join the union or sign membership cards. In such a case the Board would, after determining the appropriate unit, order a secret election among the employees. If a majority voted for the union, then the Board would certify that union. The ballots would give the workers a choice of the petitioning union or no union.

On most occasions this election is conducted with the consent of the employer but should he object, the Board has the power to order an election despite this objection.

The election is conducted by the Labor Board. An agent of the Board prepares the ballots, selects a voting place, sets the time for voting and exercises complete supervision over the proceedings. The Labor Board assumes the responsibility to see that no one, in any way, intimidates the workers in their free choice of bargaining representative.

The ballot is very simple containing a place for the worker to indicate whether he wants to be represented by the union that

petitioned for an election. The question of majority is determined by the majority of the votes cast as distinguished from the majority of the eligible voters. If there are two unions involved, there will be three choices on the ballot; one for Union A, one for Union B, and one for no Union. In this way the workers may indicate their choice. Where necessary, there will be a run-off election - that is, suppose Union A leads in the voting but without a majority, and Union B is next, and the no union vote is third. Then a second election would be held to determine whether the majority wanted Union A or Union B and the question of "no union" would be left off the ballot in the second election.

There are many other detailed features involved in these procedures. There is the question of the eligibility of the voters; whether temporary, casual or seasonal workers are eligible to vote must be determined. If there is a labor turnover, it will be important to set a date on which eligibility will be determined. There are other rules too detailed to be considered here.

Certification

The union that gets the majority of the votes cast in an election is "certified" by the Labor Board as the bargaining representative for all workers in the plant or factory involved. No other union can seek to bargain collectively for other workers in the factory.

A "certification" is usually good for one year. The workers may change their mind later on and at the end of a year they may have an opportunity to vote again. However, some minimum period is necessary in the interest of stability.

Employer Interference

The Labor Board is zealous to see that employers do not interfere in these elections in any way. If the Board finds that they have interfered and affected the results, the Board will forbid this employer interference, post such a notice on the factory bulletin board and order another election held.

Size of the Problem

In 1943, over 1,400,000 workers were eligible to participate in 4,153 elections and card checks for choice of bargaining representative. Eighty-two per cent of all the ballots cast chose a union. Sixty-six per cent of the elections were conducted by the consent of the parties. Other elections had to be ordered by the Board. In 76% of the elections, there was only one union involved with the choice for or against the petitioning election.

Unions in the United States have readily grasped this peaceful means of illustrating their strength. It has oftentimes

made them much more effective across the bargaining table after they have won an election with a great number of the eligible voters voting for a union. It oftentimes is a means whereby an employer can be prevented from denying that a union represents his workers or from dealing with a minority union or from trying to pit one union against another for his own advantage.

The statistics indicate that workers in the United States have fully and effectively used this elective process available to them.

Conclusion

A committee of the House of Representatives in considering the question of representation proceedings prior to the passage of the Wagner Act said:

"The Committee adheres to the common belief that the device of an election in a democratic society has, among other virtues, that of allaying strife, not provoking it. Obviously the Board should not be required to wait until there is a strike or immediate threat of strike. Where there are contending factions of doubtful or unknown strength, or the representation claims of the only organized group in the bargaining unit are challenged, there exists that potentiality of strife which the bill is designed to eliminate by the establishment of this machinery for prompt, governmentally supervised elections."

In most cases of collective bargaining in the United States, contracts are signed without any need to resort to an election. These contracts are binding and effective. However, where the employer disputes the fact of representation or questions the strength of a union, there is a peaceful way of showing that strength. Where more than one union is involved, there also is procedure whereby employees may make a choice of union and the losing union will withdraw. These procedures have worked successfully in the United States.

Whether Labor Relations Boards in Japan can or should conduct similar elections under similar or other rules of procedure is a problem to be answered by the Japanese.

THE AMERICAN FOREMAN'S PLACE
IN COLLECTIVE BARGAINING

Talk given at a meeting of the
Tokyo District Coal Operators'
Association in Tokyo on 4 ~~Nov~~^{Dec}-
ember 1946.

by
Samuel Korb
Assistant Chief
Labor Education Branch

ECONOMIC AND SCIENTIFIC SECTION
LABOR DIVISION
G. H. Q.
TOKYO

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Introduction

The primary purpose of this discussion is to outline the heavy responsibility and considerable importance of the foreman in collective bargaining in the United States. It ought to be especially emphasized, at the outset, that the discussion is wholly confined to the foreman known to American industry.

Now, it appears that the American foreman, in various particulars, finds no counterpart in Japanese industry. It would seem that the American foreman to whom reference will be made has not the same function or status as the Japanese foreman of the Japanese industrial organization of the past or present.

The variant positions of the American and Japanese foreman may signify entirely different present and future developments in the patterns of industrial relations in both countries. Therefore, this outline of the American foreman's place in collective bargaining may serve you a useful purpose.

Foremen Do Not Negotiate Contracts

Foremen do not generally participate in the negotiations for a collective labor contract in the United States. Often, the top management does consult the company's foremen prior to the start of negotiations, in order to ascertain their opinions on basic issues. However, foremen do not sit at the bargaining table.

This does not mean that the foreman takes no part in collective bargaining procedures. Though he does not sit in on the negotiations for a collective labor contract, he is involved in collective bargaining in at least two important ways.

Sometimes Responsible for Attitudes of Negotiators

In the first place, the foreman may be partly responsible for the attitudes of the workers, if these have been struck by the time their representatives begin the negotiations. Their attitudes may have an important effect upon the negotiations, and upon the contract finally agreed to. When foremen have ignored or rejected grievances, or when they have acted discriminatively prior to the beginning of the bargaining, the negotiations will often be more difficult. The union's negotiators will tend to be more suspicious and less easy to convince.

If relations with foremen have been sound, the negotiations may often be less difficult. It is in this way that the foreman creates an important indirect effect on collective bargaining.

Signed Contract is Only the Beginning

Secondly, the American foreman is involved daily in actual collective bargaining on behalf of the management. Let us examine this point further.

It should be understood that collective bargaining procedures do not end with the signing of an agreement. Many persons, including employers, fail to realize that the conclusion of the written agreement is merely a beginning. The practice of day-to-day collective bargaining supplements the initial compromises which are represented by the written agreement. From the date of the signing to the end of the term of the agreement, day after day, collective bargaining takes place, usually on a smaller scale, of course, clarifying, enforcing, and applying the letter and spirit of the contract. More than anyone else, it is the foreman who is engaged in such day-by-day negotiations.

Negotiates with the Shop Steward

The foreman's negotiations are normally with the shop steward.

In American industrial relations on the shop levels, the shop steward represents the union, and the foreman usually represents the management. The interests of the union and of the workers are protected by the steward; the interests of the company are protected by the foreman.

In practice, these two representatives deal with each other frequently, often daily, in the adjustment of grievances.

Most collective agreements, in the United States, provide for procedures by which grievances will be adjusted whenever they arise during the term of the contract. For the management, the procedures provide a communications system by which it can know of irritating conditions in the workshop.

The foreman plays a very important part in the communications system, because in practically all instances, the procedure provided by the agreement specifies that a grievance shall be presented, at first, to the foreman through the shop steward.

Thus, he is the management's first contact with the union's shop stewards and with the workers they represent. He has the first opportunity to settle the grievance. The extent of his authority often varies, but in contacts with the shop stewards, he has the initial task and responsibility.

Most Bargaining is Done Here

This is the point where negotiation and bargaining takes place in industrial relations -- on the job -- between the foreman and the shop steward. Day after day, in scores of places within the same company, simultaneously, such bargaining goes on. Between foremen and shop stewards, in a company's workshops and warehouses and offices, the grievances of individual workers are discussed, negotiated, and often settled.

The foreman, literally speaking, is the shock absorber for much of the irritation and friction which develops in everyday industrial relations. His presence provides the social lubrication which makes it possible to live in a democratic industrial society without daily industrial strife.

An Indispensable Link

The American foreman, therefore, is an indispensable link in sound labor relations. Without the foreman, as he is presently placed in the American industrial establishment, top management would have no apparent efficient and effective link to the individual worker. The collective bargaining process, as it involves the scores and hundreds of grievances of individual workers, could not be effectively completed.

So that, it ought to be re-emphasized that the pattern of present-day American industrial relations includes the foreman as a basic element. If he assumed no role in daily collective bargaining, another pattern would be an inevitable result.

Status of Japanese Foreman Merits Study

Now, the place of the Japanese foreman within the Japanese industrial organization is a subject worthy of much study. Since collective bargaining is now an essential part of the fabric of your labor relations, the foreman's status merits thorough analysis. The key question may be said to be: Is it possible to carry on effective collective bargaining in a democratic industrial society, if the status of your foremen remains unchanged?

Do not assume that, by this talk, ■ suggestions are made for changes in the position of your own foreman, if any. Whether such changes should be made, and the extent and the time for any such changes are subjects for deep consideration by both employers and labor unions

Pamphlet of U. S. Department of Labor

This talk has presented a skeleton description of the position of the American foreman in collective bargaining. A better and fuller account of this subject can be found in a pamphlet published by the United States Department of Labor. It has been reported to have been translated into your language and to be under publication for the reference of Japanese readers.* A study of that pamphlet is recommended.

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American Teachers' Place in Collective Bargaining

マ司令部労働部労働教育課次長サムエル・コープ氏の講演

十二月四日 於 東京石炭鑛業聯盟會合 *Asst Prof. Coal Miners Assn*

は、し、が、ま、米國に於て團體交渉を行ふに當つて職長の地位にある者は重
い責任を有し且つ相當に重要であると言ふことを諸君に御知らせするの
が今日の話の主な目的である。

先づ最初にこの話は全く米國の勞資關係に於ける職長に限定してゐる
事、特に強調すべきであると思ふ。

さて、種々の點から考へて見ても日本の産業には米國の職長と同じ様
なものはないと思はれる。ここで言ふ米國の職長は過去に於ても亦現在
に於ても、日本の産業に於ける職長と同じ様な職能又は地位を有してゐ
る様には思はれない。

日本の職長と米國の職長とはその地位を異にしてゐる事は現在に於て
もさうであるが、今後も兩方の國の勞資關係の形式は全く異つたものと
なるであらう。

従つて、團體交渉に於ける米國の職長の立場を概略流べる事は有益だ
らうと考へられる。實際の團體協約を、職長は直接交渉しない。

米國では、職長は團體協約に付ての交渉には一般には直接参加しない
但し會社の最高幹部は基本的な問題に關して職長の意見を聽める爲に、
團體交渉前に職長に相談することもある。然し職長は團體交渉の會議に

は出席しきいのである。

と言つてもこの事は何等職長が團體交渉手續に關係しきいと云ふ意味ではきい。職長は團體協約の交渉には直接參加しきい少くとも二つの重要方法を團體交渉に關係してゐる。

職長は往々にして交渉者の態度に對して責任がある。第一に、従業員が交渉を開始するまでに従業員の態度が決定されるものとするならば、職長はその態度に對して責任を有する。従業員

の態度は交渉に當つて重大な影響を及ぼすかも知れない。従つて締結される可き協約に對しても影響を及ぼすかも知れない。團體交渉が開始さ

れる前に職長が従業員の訴へて来る不平不満を無視したり又は拒絶した

り、又は差別的待遇をしたりした場合にはいさ交渉に際しては屢々一層

野づかしくなつて来るであらう。こうした場合に、組合側の交渉者は

雇主側に對して一層疑ひ深くなり又組合側の交渉者を説得することが一

層野づかしくなるであらう。職長と組合員との關係が健全であれば團體交渉は屢々容易にかりがちである。この様に職長は團體交渉に對して間接ではあるが重大な影響を

及ぼすのである。組合代表者の署名した協約は團體交渉の始まりである。

第二に、米國の職長は毎日經營者の利益を代表して、實際の團體交渉に關係してゐる。この點に關して更に進んで檢討して見よう。

實際に關して交渉手續は協約を署名して締結すると同時に終了したものでない事を充分承知すべきである。多くの人は、雇主も含めて團體協約の締結は單に團體交渉の始まりに過ぎないと言ふ事實を充分に認識してゐない様である。毎日々々行はれる團體交渉が最初に兩者に依つて定められた協約の示す契機を補足してゐるのである。團體協約の締結の日からその有効期間の終了するまで毎日團體交渉が勿論小規模であるが、契機の前文精神を明らかにし効果あらしめ、且つ適用して行はれてゐる。この場を毎日の交渉にたづさはるの仲間からぬ職長である。職長と組合の職場代表一ツブ・スチ・エ・トとの交渉。

職長の行ふ交渉は通常組合の職場代表とである。職場を單體とした場合の米國の勞資關係に於ては職場代表は組合の利益を代表し、職長は通常經營者の利益を代表するのである。組合及産業の利益は職場代表によつて擁護され、會社側の利益は職長によつて擁護されてゐる。實際に於て、會社及組合の代表者はお互に屢々否毎日會つて組合員の訴へて來る不平不満を調停してゐる。

米國に於ては殆んど總ての團體協約にはその有効期間中起り得る組合員の不平不満を調整し得る様を手續が規定されてゐる。經營者にとつてはこの手續は職場に於て從業員が不平不満をいかに様を無條件があれればこれを知り得る制度を與へてゐる。

職長はこの下意上達の制度に於て非常に重要な役割を有するのである。といふのは殆んど總ての場合に於て協約によつて規定されてゐる手續は不平不満は先づその組合員の屬する職場代表を通じて最初その職長に持つて行く可きであるとしてゐる。

この様にして職長は經營者側の利益を代表して、組合の職場代表從つて從業員と接觸する最初の人である。職長は組合員の訴へる不平不満を取扱ひ解決する最初の機會を有する。職長の有する権限は種々相違があるがとにかく職場代表と接觸すると言ふ面に於て第一線の仕事と責任とを有する。

大抵の交渉はここで行はれる。即ちここで大抵の勞資關係の交渉、話合ひが實際の仕事の上で職長と職場代表との間に起つてゐるのである。毎日會社の種々の職場でこの様な交渉が行はれてゐる。會社の工場で、倉庫で、事務所で、職長と職場代表との間に一個々の從業員の不平不満が調整され、交渉され、

そうして往々にして解決されるのである。
言葉の上では職長は、毎日労働関係に於て起る不平不満、塵埃等に對する緩衝地帯である。職長がゐると言ふ事は、毎日労働間に争ひがなく民主的を産業社會に生活して行く事を可能ならしめる潤滑油を與へてゐる。

不可解のつかり。

故に米國の職長は健全な労働關係に於ける不可解のつかりである。今日、米國の産業に於て占めてゐる様な職長が居かいたければ、經營者側の最高幹部は個々の従業員と能率的な且つ有效なつかりを有するところが出來ないであらう。又従業員は訴へる多くの不平不満に關する團體交渉手續が有効に遂行出來ないであらう。

故にここで繰り返し特に強調すべきことは、今日の米國の労働關係に於て職長は基本的要素であると言ふ事である。若し職長が毎日の團體交渉に何等の役割を爲さないものとするれば當然の結果として何等か他の形が必要となつて來るであらう。

日本の職長の立場は特に研究を必要とする。

さて、日本の産業組織に於ける職長の地位は更につき進んで研究する價值がさる事に思はれる。現在團體交渉が諸君の労働關係の中心のうちに

で最も重要な部分であるから、職長の地位を充分に分析する必要がある。最も重要な事は次の如くであらう。一日本の職長の地位が今迄と同じ様に將來變化したくないものとするからには民主的産業社会に於て有效な團體交渉を實施して行く事が出来るであらうか。

然し、今日のこの話しは決して、たとへ職長と言ふものがあるとしても諸君の職長の地位を變更する様奨めてゐるものでない事を充分知つていたがま度い。この様を變更をなす可まか何うか、この様を變更の範圍時期は雇主側も又労働組合側も共に慎重に考慮し研究すべきである。

米國労働者のパンフレット。この話しは團體交渉に於ける米國の職長の立場を概略述べたものに過ぎない。米國労働者に依つて出版されたパンフレットはこの事に就てもつと詳しく説明してある。これは日本語に翻譯され、日本の讀者の参考書として出版されてゐる。このパンフレットを熟讀される事をおすすめする。

米國労働者編輯東洋労働者協會譯「職長に對する労働關係の指針」

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GRIEVANCE MACHINERY AND THE SHOP

STEWARD SYSTEM

GHQ 5 CAP
LABOR DIVISION
ECONOMIC AND SCIENTIFIC SECTION

GRIEVANCE MACHINERY & THE SHOP STEWARD SYSTEM

Background

After a union has been formed, one of the first acts of the union is to negotiate, through collective bargaining, a written contract with the employer. That contract covers wages, hours, and general working conditions, defining the rights and duties of both the employer and the union.

When a contract has been signed by both the company and the union, both parties agree with sincerity to live up to its terms for a fixed period. The agreement may be for six months, one, or two years. During that period, problems come up from day to day, and it would be impracticable for the head of the union to meet with the president of the company every day in order to solve these problems and disputes.

Grievance Machinery

In order to handle these day-to-day problems arising under the contract, the union and the management agree beforehand to a system to be used in settling grievances as rapidly as they arise. In order to secure rapid settlement of grievances, the system to be used must be outlined in advance, agreed to, and set down in writing as a part of the labor agreement. Thus, when a worker has a grievance or some problem relating to his wages, hours, or working conditions under the contract, he knows exactly what must be done in order to try and solve that problem.

On the other hand, if there is no such system set up in advance, many grievances may arise which cause first confusion, and may finally result in the precipitation of a labor-management dispute.

Grievance machinery is the system used to minimize friction, to establish daily industrial democracy in the plant or mine, and to promote stable management-labor relations.

School of Democracy

By decentralizing authority within the plant, and by arranging to have foremen meet frequently with shop stewards, many persons learn how to present an argument, how to argue for the adoption of their point of view, and how to speak in a rational and factual manner.

This aids in the development of the dignity of many workers right inside the shop, and that in turn aids in the production of new leadership inside the local union. Instead of one man at the top doing all the talking and thinking, the use of grievance machinery and the shop steward system develops wide participation in collective bargaining on the part of many union members. The implementation of grievance machinery thus aids in the development of skilled negotiators both on the side of management and of the trade unions.

The shop steward system is the method used to make grievance machinery work from day to day. The shop steward, as the representative of the workers in a certain department or section of a plant, mine, or mill, is elected by the workers he represents and is responsible to them for prompt and intelligent settlement of grievances.

The Shop Steward

The shop steward has the important task of settling disputes regarding enforcement and application of both the letter and the spirit of the contract or collective agreement concluded by the trade union and the company.

The shop steward is therefore the watchdog of democracy in the shop. It is his or her job to make the contract work, to guard democracy jealously. And just as important, it is the job of the shop steward to keep the workers in his department or building informed on union activities and interested in the day-to-day.

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activities of the union. The shop steward puts life into the contract, and makes it live. Likewise, by inspiration and example, the shop steward encourages all of the trade union members in his or her department to become more and more conscious of the mission of the trade union in building a better world for everyone.

How It Works

The system works in this fashion. Each department has a company foreman or a company supervisor. In turn, the union has its shop steward who is the counterpart of the company foreman, only that he represents the workers of the trade union. Whenever a worker in any department thinks that something must be done in his shop, he goes to his shop steward and hands him a slip of paper. On it he gives his name, his clock number, briefly writes out his grievance, and signs his name. Once a day, usually for a half an hour, the shop steward leaves his job and goes to the office of the foreman. He presents the grievance, tells the foreman why it should be granted, and then they argue about the grievance. Perhaps they settle it, and the change is made. If not, then the steward writes on the back of the slip the decision of the foreman, then hands this to the bargaining council. Once a week, the bargaining council will have a meeting with the heads of the factory, and the grievances not solved on the local shop level will then be brought up. Again, the bargaining council will argue with the top company manager, and they will attempt to reach an agreement. Often agreement will be reached, and the change will be made. Or, as in some cases, the union and the company will use an impartial umpire, and the unresolved grievance will go to the impartial umpire for his decision or to the Rodo Iin kai.

This has a very important effect in the shop. A worker with a good suggestion on increasing production makes it through his shop steward, and the union gets behind his suggestion. If it is accepted, through bargaining, the union has scored -- and the worker realizes that his brain and his ideas are important. A worker who needs a safety device on his machine, by going through the union, gets that device ... and he realizes that the union is working for him.

And the company begins to realize that every worker in the plant is a human being with dignity and intelligence -- that every worker is working every day to improve his working conditions, his productivity, and his usefulness to the economy.

The worker is no longer just a cog in a machine -- he is an intelligent, democratic member of the economic society.

Steward Selection

Take an example of a small factory in one Ken of Japan. The factory employs 500 workers, all of whom are members of a union. The factory is divided into five parts -- raw materials, foundry, machine shop, assembly shop, and warehouse. The union decides that it will have 50 workers per shop steward, so that permits 10 shop stewards in this plant. The raw materials building has 50 workers, so all of the workers in that building will get together and elect 1 shop steward. The foundry has 100 workers, so they elect 2 shop stewards. The machine shop has 150 workers, so they elect 3 shop stewards. The assembly building has 100 workers, so they elect 2 shop stewards. And finally the warehouse has 100 workers, so they elect 2 stewards.

The system of election will vary from shop to shop, from mine to mine, from mill to mill. In a department store, the shop stewards will probably represent the different departments of the store. On a ship, the shop stewards will represent the types of sailors. With longshoremen, the shop steward will possibly represent the different work gangs, and so forth.

Once elected democratically by the workers in their respective branches, the shop stewards then meet with the President and other officers of the union, and together the shop stewards and the union officers will constitute the bargaining council of the local union.

Thus, in electing a shop steward to represent them, the workers in America are usually careful to select a person of intelligence and maturity. They

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usually elect a man or woman who will work unselfishly to enforce the contract and promote stable labor-management relations. That does not mean the elected shop stewards will always agree with the company. But when they disagree, they disagree on the principles involved and they argue with clarity and logic.

Recall

As a safeguard of fair and just representation, many union constitutions provide for the recall of shop stewards should it prove that they are lazy, inefficient, or inclined to represent the company instead of the union. The recall means that any time the workers in a department can call a meeting and take a vote on the present shop steward. If the majority of the workers vote to recall him or her, the shop steward is dismissed from the post. Then the workers will elect another shop steward. This recall system provides for rank-and-file control of the person they elect to represent them.

Payment of Shop Steward

The question usually arises: "Who pays the wages of the shop stewards when they are adjusting grievances?" If a man leaves his job for an hour or two, the employer will probably deduct the lost time from his wages. However, in British and American unions, it is often the practice to include in the contract between the union and the company a clause regarding the shop steward system. This includes the number of workers per shop steward, and will specify the amount of time per day which the shop steward may use for grievance adjustment. The company usually agrees to pay the wages during this specified time. If he consumes more than that, the extra lost time is paid by the *rodo kumiai*. American unions found that if the company paid unlimited lost time for shop stewards, some of them would abuse the privilege and idle the day away. If a shop steward is allowed a time limit of 30 minutes or an hour a day for grievance adjustment, paid by the company, it will usually be found sufficient. The justification of payment is based on the fact that the shop steward is working with the foreman to adjust grievances and keep production flowing smoothly. That is important to both union and company -- although both have different interests in the problem.

The Shop Steward and Contract Negotiation

The shop steward system and the bargaining council have another important function. As the months go by, the shop steward in each department becomes an expert on the operations and functions of his department. He knows just what must be done to make production and working conditions better. He knows what the workers want in his department. When it is time to begin meetings with the company to discuss terms for a new contract, each shop steward makes a contribution -- one department needs this, another department needs that. The bargaining committee meets with the shop stewards and they write down all of the demands of the union. Then, at a general meeting of the membership of the entire local union, the demands are read, point by point, and the membership either approves, or changes the demands. When the final demands are worked up, then the bargaining council and the union officials begin their meetings with management, making their demands, and fighting for them if the company will not accept the demands. Because the shop stewards know so much about their own department, they are able to give convincing arguments, and can quote facts and figures. The shop stewards are able effectively to work for a good contract.

Voluntary

The use of mediation, conciliation, or arbitration as a part of grievance machinery is completely voluntary. The only compulsory feature of arbitration is that both the trade union and management, if they agree to use arbitration, agree in advance as to the points to be arbitrated. Once they agree on the points to be arbitrated, and the persons to do the arbitration, then both management and the trade union agree to accept in advance the decision of the arbitrator or the arbitration board. It should also be noted that basic items, such as the contract, never go to arbitration in most of the American and British trade unions. They will reach agreement on most items through collective bargaining, and will refer to the arbitrator or arbitration board a few items upon which they have not reached precise agreement. The arbitration machinery is used to break a dead-lock.

Why are Grievance Negotiations So Important?

Negotiations of grievances are the union representative's toughest and most important job. The members of your local will gauge the strength of your union by the success of grievance settlements. They will regard an unsettled and long seething grievance as an indication of the union's inefficiency and ineffectiveness. Unfortunately, it will be remembered even though the union has obtained important gains which should far outweigh this seemingly unimportant incident.

On the other hand, a swift and successfully processed grievance, well advertised to the members, is an active object lesson of the union's strength and effectiveness. Here is where the union officer at the local level plays a most important role in the union.

Careless and indifferent local union officers can demoralize the members to such an extent that it takes a long time to rebuild the support that the union should have from the members of that particular local.

What is a Grievance?

A grievance is any unsatisfactory working condition that affects either an individual or group of people. A violation of any part of the contract constitutes a grievance. By now you know what your contract includes. When you find that any section of the agreement is violated you should not wait until some member calls it to your attention. Act immediately by pointing this out to the management, through your shop steward.

The contract can be violated in spirit as well as in letter. The management may ignore the intent of a certain section of the contract while following the wording of it carefully, and may disagree that their action constitutes a violation. They may misinterpret the meaning. That is why the understanding of the contract is so necessary, for many grievances flow from improper understanding of the agreement where either the management or the union representative may be mistaken.

Sometimes a member will report to you that he does not think that he is being treated fairly on some condition. Other times it will be apparent to you that this is happening although the member may not bring the complaint to you. He may be reluctant about referring it. Be sure to let him know that if his grievance is not cleared up it will eventually affect others. Whatever the factors are, the union officer must be on his toes to see that the unsatisfactory working condition is eliminated. To help you decide what constitutes a grievance to American workers, here are some examples.

Examples of Grievances

1. An unfair and unjustified demotion.
2. Unfair assignment of hours in violation of seniority
3. Vacations not scheduled with consideration of seniority.
4. Ignoring seniority as a factor to be considered in promotions.
5. Too short a period of rest between work hours.
6. Physical comforts such as poor ventilation, inadequate food in cafeteria, not enough heat, etc.
7. An unfair and unjustified dismissal.
8. Too rigid supervision.
9. Unwise and unkind comments by immediate management or harsh and bureaucratic attitude in correcting employees.
10. Coercion or intimidation because a member or representative referred a grievance.
11. Favoritism.
12. Violation of contract and many others too numerous to mention.

The following steps will help shop stewards in the processing of a grievance.

Get the Facts

Investigate the condition referred to you or the complaint of the aggrieved member. Impress upon the member making the complaint that it hurts his case if some of the facts are withheld or misrepresented. In grievances dealing with some management practice that affects the well being of all members, don't accept only one member's views. Know all of your facts first by checking with other members or through discussion of the grievance at a membership meeting. Never go into a meeting with management without preparation or without previous investigation of the case.

In all cases be sure that you check the validity of the grievance. "Validity" means "Does the grievance warrant appealing?" "Has the member any justification for complaint?" No one representative should determine whether a grievance is valid or whether it is worthy of the consideration of the local shop committee. (The local shop committee consists of chairman and shop stewards.) This often is a matter for the entire committee to decide.

If a Member is Wrong Does the Union Back Him?

Some members think that a union exists for the purpose of protecting them no matter what they do. A union defends its members against unfair and arbitrary actions of the management, against unjust dismissals and unfair demotions and against discrimination and coercion. However, the union cannot back a member if he is wrong in his actions. Poor workmanship cannot be defended. Yet the union can defend a man against dismissal or demotion if it was proved that he was insufficiently trained or that he wasn't given a chance.

If a worker's attendance is consistently bad without reason, the union cannot justifiably defend him. If he constantly breaks rules which are a condition of the industry and which every one else must follow, the union cannot support him. If the rules are unreasonable, that is a logical grievance which should be referred to the local committee for settlement. If he is rude and insolent to customers as well as to co-workers, the union cannot reasonably protect him. If he refuses to carry his share of the work, he cannot expect the union to support him when management disciplines him. But if management's methods of correction are bad, that is the union's concern. It is difficult to get the support of the members if they know a person is in the wrong. Yet most members can be called upon to support a just cause.

Strong Unions and Good Workmanship Go Hand in Hand

A union is proud of its ability to defend its members in a just cause and often is forced to use strong measures to do this. But also a union card and a union label have long stood for superior workmanship. "A fair day's work for a fair day's pay" is a standard union slogan.

There is a close tie-up between union membership and good workmanship. A strong union means security. Members are secure in the knowledge that the union will support them if their working conditions are bad. They know that a good union will be aggressive in making wage demands. When a worker recognizes that through his union he has rights on the job, he feels that he has a stake in his job. When he (or she) has a stake in the job, he turns out better work. One does not need to be a psychologist to know that. A good union member is proud of his (or her) ability to do the job well. Union dues are not a protection against sloppy work.

Call a Local Committee Meeting

Do not wait until grievances pile up or until an unsatisfactory working condition becomes really serious. It only adds to the confusion of your local and your members lose confidence in your ability to settle an aggravating and undesirable situation. An old grievance is more difficult to adjust. As soon as grievances are brought to the attention of shop steward, a meeting of the local committee should be called by the chief shop steward (chairman).

Negotiating the Grievance

The chief shop steward is usually spokesman at this meeting. He may call upon a committee member to help present the grievance if it was previously agreed upon. However, presentation of matters to be discussed or followed up are the responsibility of the local chairman. If he follows an agenda, being sure that each item is disposed of before moving on to the next grievance, the results are more orderly. The rest of the committee may assist him, but only to strengthen the position of the union. No union representative should offer a personal point of view in opposition to the group opinion.

Stick to the Subject Under Discussion

While there are managements who are seriously interested in helping to work out a problem, there are some that would like to circumvent the settlement of certain grievances. These managements develop a technique of cross examination and argument designed either to confuse the committee members or try to contradict a statement made. Others go into great detail, deviating from the actual subject under discussion. Some use a patronizing attitude. This is why it is very important that the chairman and the committee members keep their heads. They must not permit themselves to lose their tempers and must remain firm, cool and polite.

When the chairman sees that he is getting nowhere, it is best to restate the grievance, bring the management back to the problem and explain again, firmly, what the union expects should be done. If you see that you are spending a great deal of time on a grievance without accomplishing anything, inform the management that further consideration will be given to the problem by the committee.

Just as there are over-talkative managements, sometimes union officers talk too much. Avoid the temptation to indulge in a lengthy dissertation. This meeting is not the place for self expression. You are meeting here to settle grievances. Stick to the point, state your case briefly and completely.

Call A Brief Recess if Difference of Opinion Occurs

Occasionally an unexpected situation may arise where it is obvious that there is a difference of opinion simply because the members of the committee are not sure what their position should be. If this does occur, the chairman should call a brief recess. Excused from the meeting with management, this issue should be straightened out. When a decision is reached, then resume the meeting. If it is evident that it is a question which cannot be easily decided on such a short notice, inform the management that the committee is not prepared to discuss the matter further and your thinking on the issue will be presented at a future meeting.

Managements often take advantage of an apparent difference of opinion and play one person against the other. Some use a method of singling out one person to ask him what he thinks, hoping that he will be flattered by such attention and will commit himself to a personal opinion. If each person in turn is asked by the management what he thinks, they hope to get enough differences of opinion to show that the committee is not sure what it wants. Be sure that no matter what happens, you maintain the group opinion. Unity shows management that you mean what you say.

Union Is No Place for Opportunists

At one time or another in a meeting with management, some of us have encountered the kind of a representative who hopes to gain management's approval by siding with them. Such a person uses this opportunity to secure a possible promotion. He is a union officer under false pretenses who betrays the confidence of the members who elected him to represent them. He is only representing himself. By using the union as a stepping stone to further his own gains such an officer is doing the union a great deal of harm. Pressure should be exerted by the committee members who should not permit him to build himself up at the expense of his co-workers. A grievance committee should work together as a team. In this teamwork there is no room for a solo performance by a prima-donna who

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cares nothing about winning better conditions for co-workers. If his un-union-like behavior persists, members have a right to file charges against him for acting in opposition to the common interests of the local.

What To Do If Disposition of Grievance Is Not Satisfactory

If the disposition of a grievance is not satisfactory, the committee need not accept the management's answer as final. The chairman may indicate that the solution to that problem does not meet with the union's approval and will require further study. The committee may decide either to try to negotiate it again later, or appeal it to the District Grievance Committee. Be sure that an accurate account of this meeting is recorded by the secretary of the committee. One copy should be sent to headquarters office and a copy retained by the chairman for his file.

Local Grievance Committee Meets After Meeting With Management

A meeting of the members of the Local Grievance Committee should be held immediately after your meeting with management. This is important, for at this meeting you have an opportunity to discuss your mistakes, where you could have improved your presentation and strengthened your arguments. Here you decide whether an unsatisfactory decision on a grievance is to be referred to the District Committee, or if further work must be done on it in the local.

Settle Locally If Possible

The use of the impartial umpire, arbitration, or some other manner of settling unresolved grievances at a higher level is usually resorted to only when absolutely necessary.

The entire philosophy of grievance machinery is for the shop steward and the foreman to settle as many problems as possible on the local level. Both are given certain responsibilities by the union and company respectively, and they should endeavor through discussion and compromise to settle as many grievances as possible on the local level.

Use of Grievance Forms

Most American unions employ what they call "Grievance Slips", a copy of which is shown in the appendix. When a worker has a complaint, he writes out the nature of his complaint very briefly and takes it to the shop steward. On the basis of the written complaint, if the shop steward feels it is a legitimate grievance, the shop steward then discusses the matter with the foreman. If the matter is settled, the complaint or grievance is adjusted and the shop steward turns the settled grievance over to the chief shop steward at their regular weekly meeting.

If the matter is not settled, the shop steward makes a note on the grievance as to what the foreman said in explaining why he could not or would not settle the grievance. It is then turned over to the Chief Shop Steward, who again brings up the matter at the regular meeting of the entire Shop Steward body with the Management. By having the matter under discussion in writing, there is no confusion. The statement of the worker is there, and so is the reply of the foreman. These statements keep the discussion concerned with the problem, and both management and the stewards know exactly what they are talking about. This helps to avoid confusion and misinterpretation. It also fixes responsibility on the worker, for once he has signed a grievance slip he or she must be ready to defend the truth of the complaint or grievance.

A Few Rules

American trade unions have developed a few rules for the help of the shop stewards and chief shop stewards:

(a) Shop stewards and chief shop stewards should:

- (1) Act as spokesman of your committee.
- (2) Keep a record of all grievance settlements.

- (3) Keep written records of all meetings and agreements.
- (4) Keep all grievances moving through the proper grievance procedure.
- (5) Keep your representatives on their toes. See that they know and follow the contract.
- (6) Report all grievances to the membership.
- (7) See that all representatives meet prior to a meeting with management to discuss and plan negotiations of grievances.
- (8) See that representatives meet with you following the meeting with management so that you may review and evaluate your approach and plan your next step.
- (9) Make out your grievance forms at the proper time and do it briefly but fully. Send copies to the headquarters office.
- (10) Refer grievances not settled at the local level to your District Grievance Committee at once on a grievance form. Send a copy to the headquarters office and keep one for your files.

And here are some of the rules for stewards and shop stewards as to actions which should be avoided:

- 1. Don't allow unsettled grievances to pile up.
- 2. Don't let your representatives play politics with grievances.
- 3. Don't be a big shot. Good leaders don't forget they are workers.
- 4. Don't accept personal favors from the boss.
- 5. Don't allow management to divide your committee.
- 6. Don't argue with any representative in front of management. Call for a recess if necessary and straighten it out.
- 7. Don't move on to another grievance before the previous one is disposed of.
- 8. Don't allow all to talk at once; you will lose your point.
- 9. Don't lose your temper. Be firm and aggressive, but polite.
- 10. Don't be lax about keeping a proper record of grievances on the forms provided for this purpose.

Reach Joint Decision on Presentation of Grievances

After a complete discussion on the validity of grievances and whether they are to be handled locally, the committee should decide how it is to present its case. While it is not always possible to be in complete agreement, always the group opinion or majority viewpoint is the one that is presented. It is a good idea to try to anticipate some of the management's objections to the settlement of the grievance so that you may line up your arguments.

While the entire committee, including the shop stewards, may pass on the validity of grievances and sift grievances to determine whether they are matters for the local to handle, the responsibility of negotiating the grievances belongs to the Local Grievance Committee. (The Local Grievance Committee is the chairman and representatives, or chairman and alternate in small locals.) The Local Grievance Committee may decide whether the chairman is to present all the grievances at the meeting with management, or whether he may call upon a member of the committee who may be more familiar with the particular situation. If the Local Grievance Committee anticipates a great deal of difficulty in negotiating a particularly complex problem, the chairman may call in the District or Regional Chairman to assist in the meeting with management.

Minutes should be recorded at this Local Committee meeting. From these minutes the chairman will be able to draw up an agenda to help her present the case in the meeting with management.

Don't ever go into a meeting unprepared, not knowing what you're going to talk about, not having your facts and not knowing how the rest of the committee feels about these grievances. When the Local Grievance Committee meets with management, it should present a united front and back the group opinion.

Arrange for a Joint Union-Management Meeting

Arranging for a meeting between the management and the Local Grievance Committee is the job of the local chairman. Time should be arranged for the entire Local Grievance Committee. While in most cases the management will set aside time for a meeting as soon as possible, occasionally a management person, not educated to the importance of the union, will try to postpone a meeting. Insist that a meeting time mutually convenient be set and that these problems must be discussed. You may also point out that problems get more serious if settlement is delayed and it is also to their interest to get these things straightened out. Be courteous but firm.

Let Your Members know about Settled Grievances

Often members know nothing about the fact that grievances were expedited swiftly and that their working conditions were made more pleasant through the alertness of their union officers. Members have a right to know that the union has control over unsatisfactory conditions and unjust treatment, that their own elected officers are performing well.

In some instances the local officers, in their inexperience, have permitted the management to talk them into keeping mum about the union's success in clearing up bad conditions. It was done from a "that's water under the bridge now, let's not stir up any more trouble" point of view. The management knows from experience that the stock of the union goes up when members realize their union officers can deliver the goods. Of course, the union officer will need to use his judgment in withholding certain facts in a delicate situation where general knowledge of the details would harm the aggrieved member.

Letting your members know what you have been able to do helps to solidify your local and rallies your members' support around you. You, as a representative, will have the confidence you rightfully deserve. Confidence and backing are necessary for you to do your work with courage. You can do much to secure this confidence if you follow through carefully on every step of the grievance procedure properly, conscientiously read information given to you, pass it on to the members and carry on the rest of the responsibilities expected of you as a union officer. As fully as possible, the following grievance steps have been outlined to help you in your job. While there is no substitute for experience, study of these steps can help you avoid mistakes which may be costly, not only to your own prestige but to the welfare of the co-workers you represent.

Educational Activities

When a shop steward system first gets underway in a plant, it is the duty of the local union education director to attend every meeting of the shop committee (when the stewards meet each week) and begin by giving them a short 15-minute talk, week by week. The education director can divide the shopsteward manual into four or five parts, and give them a short lecture on each part, following this up with questions to the shop stewards in order to make sure that they understand every principle.

Next, the education director will take up the contract with the company, analyze, and explain it to the shop stewards, again explaining the points by asking intelligent questions.

Finally, the education director can drive home the whole idea of the shop steward and collective bargaining by at random selecting two shop stewards at a meeting. They are called to the front of the group. For example, the education director of the local union says:

"Sato San, you will be the foreman. Your company is not making very much money, and has given you orders to refuse any grievance which will involve spending any additional yen at this time."

"Watanabe San, you will be a shop steward. One of the workers in your department, the machine shop, complains that many of the workers and himself are being cut and injured by a lack of safety devices. The worker has demanded certain minimum safety devices. You know that they will cost about 1,500 yen to install."

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The education director then says, "Now, Sato San, and Watanabe San, you just play your parts. You, Sato San, argue as best as you can. You, Watanabe San, you think up enough arguments to win your case. Both of you play fair and do not go to extremes. But don't give in to the other fellow unless you feel he has really won the argument".

The first time the education director tries this technique of teaching day-to-day collective bargaining, it may not work so well. But as your shop stewards get the idea, you will find that they develop wonderful arguments, make speeches, and use their intelligence - whether they are playing shop steward or boss. In America, for instance, where unions use this technique, many workers who play the part of the boss will get excited and really try and fight the union side. From this argument, this clash of personalities and intelligence, both of the workers begin to understand the technique of collective bargaining.

And the shop stewards who are watching this little amateur geki will get as much benefit out of it as the players. If the actor loses his temper and calls the other man names, he will illustrate an important point: Never lose your temper.

If the union man playing the part of the employer can change the discussion and get the union actor all snarled up on an entirely irrelevant issue, so much the better, for it will illustrate another important point: Don't lose sight of the argument -- stick to the argument and avoid any irrelevant issues.

A few months of this sort of education, which is called "workshop" education because the workers reproduce actual conditions and act them out, and the shop stewards will be ready to carry on actual collective bargaining in the plant.

But even then, the educational director of the local union has a very important job to perform with the shop stewards. He has to continue meeting with them every week. From time to time, he should ask them about the things they want to know -- and prepare lectures on various topics in order to broaden the knowledge of the shop stewards. Some shop stewards will want to know how much money machinists in Osaka are paid for the same kind of work as in Sato San's plant. Another will want to know about safety precautions. Another shop steward will ask for full information on the impartial umpire system. In all cases, it is the job of the education director to keep them informed, to carry on research work, and be the servant of the workers in the plant, especially the shop steward.

Paid Officers

That is why in America and Great Britain there are three key officials of the local union or chapter:

1. The President of the Rodo Kumiai
2. The Clerk of the Rodo Kumiai
3. The Educational Director of the Rodo Kumiai.

The president is often employed and paid by the union (usually in larger local unions) full time in order to give him complete liberty in moving about the plant, in attending union meetings, Ken conferences, and national conferences, and in sitting in on all shop steward and plant bargaining council meetings.

The clerk of the union will usually be employed in maintaining the records of the union, checking union finances, keeping the union office open, and answering union correspondence. The clerk will also take charge of mimeographing or printing rodo kumiai leaflets and the local union newspaper or bulletin.

And the educational director is frequently employed full time in order that he can have time to prepare for night classes for the workers; so that he can write the leaflets for the clerk to mimeograph; in order that he can prepare the material for the rodo kumiai shinbun; and in order that he can prepare himself to deliver intelligent and useful lectures at the weekly shop steward meetings. He, also, will attend Ken conferences, will work on all sorts of educational projects -- he will start a union library in the union office, he will clip important articles from the various national Japanese newspapers, and call them to

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the attention of the shop stewards. He will study the decisions of the Ken Rodo Iin kai as well as the Central Rodo Iin Kai, and any which may apply to his plant will then be read at the shop stewards' weekly meeting and discussed.

The shop steward is the vital link between the workers in the shop and the union. But their strength and their activity is largely a result of the intelligent work and energy of the local union education director. If they work closely together, it will not be long before the shop stewards -- perhaps none of them more than primary school men and women -- the shop stewards will know as much about their plant as the manager or the chief engineer.

Developing the Habit of Collective Bargaining

In this fashion, as the years go on, union working conditions are improved, production is increased, and both union and company profit.

For you see, a good union develops healthy human relations in the plant. The worker is more interested in his job. Democracy in the shop is promoted. And the workers feel that they are more a part of the company. That does not mean that the company dominates the union. Rather, the union and the company learn to live with each other, to bargain, to march forward together on the road to industrial democracy.

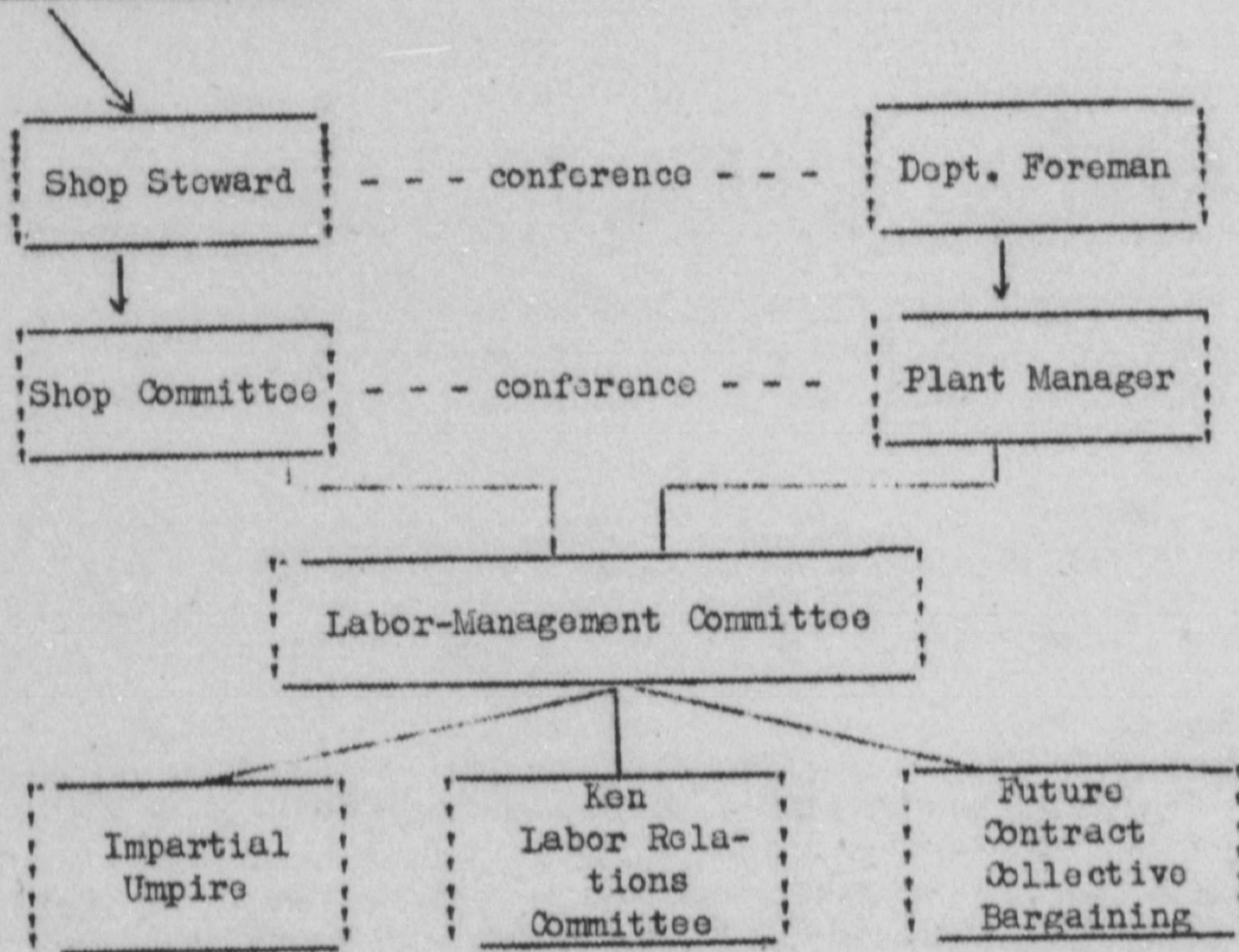
Additional Reading

If you can read English, you will find in the Tokyo CI&E Library (for Japanese only), directly opposite the Hibiya Theater, a collection of American pamphlets on collective bargaining and grievance procedure. One good book there to be read is: Harry MILLIS: HOW COLLECTIVE BARGAINING WORKS. You can also secure from the Welfare Ministry, in Japanese, a new booklet, LABOR AGREEMENT PROVISIONS, and from the Central Labor College, in Japanese, two pamphlets, THE CHRYSLER CONTRACT, and the GENERAL MOTORS CONTRACT.

APPENDIX

Logical Steps in Grievance Procedure

A worker with a grievance



Either one or both of labor or management can refer the matter to the above three methods of solution. Appeal to the Ken Labor Relations Board is a legal right for all parties concerned, subject only to restrictive clauses in any existing agreement or labor-management contract.

GRIEVANCE SLIP

Name _____ Number _____ Date _____

Statement of Grievance: _____

If in violation of contract state how: _____

What must be done: _____

Definitions

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Conciliation means that either labor or management, or both, has called in an impartial outsider of knowledge, whose duty it is to keep tempers down, get both parties to define their demands, and in this fashion aid in their achieving a mutual agreement. Mediation means that either labor or management, or both (or some outside private or governmental agency) has called in one or more persons of knowledge who perform the services of conciliation, hear each side, prepare drafts of a proposed settlement, marshal public opinion, and in this manner attempt to bring about a peaceable and just settlement of the dispute. Arbitration is employed when both labor and management agree to set up a board, headed by an impartial outsider, which will hear the dispute points. Both management and labor agree, in advance, to accept the award of the arbitration board.

THE DUTIES OF A SHOP STEWARD

Submitted for trade union discussion only
to the Conference of Education Directors
of Japanese Trade Unions at Radio Tokyo.



presented by:
Richard L-G Devorell
Chief, Labor Education Branch

ECONOMIC AND SCIENTIFIC SECTION
LABOR DIVISION
TOKYO

9e

THE SHOP STEWARD SYSTEM

Background

After a union has been formed, one of the first acts of the union is to negotiate, through collective bargaining, a written contract with the employer. That contract covers wages, hours, and general working conditions, defining the rights and duties of both the employer and the union.

When a contract has been signed by both the company and the union, both parties agree with sincerity to live up to its terms for a fixed period. The agreement may be for six months, one, or two years. During that period, problems come up from day to day, and it would be impracticable for the head of the union to meet with the president of the company every day in order to solve these problems and disputes.

Hence the union has developed, in its history throughout the world, a system whereby men and women who work in the shop, when elected by their fellow workers, become SHOP STEWARDS (or COMMITTEEMEN). The shop steward system is the democratic machinery used to determine the desires and needs of the workers and, through negotiation between the shop steward and the foreman and managers, turn those desires and needs into reality.

The shop steward has the important task of settling disputes regarding enforcement and application of both the letter and the spirit of the contract or collective agreement concluded by the trade union and the company.

The shop steward is therefore the watchdog of democracy in the shop. It is his or her job to make the contract work, to guard democracy jealously. And just as important, it is the job of the shop steward to keep the workers in his department or building informed on union activities and interested in the day-to-day activities of the union. The shop steward puts life into the contract, and makes it live. Likewise, by inspiration and example, the shop steward encourages all of the trade union members in his or her department to become more and more conscious of the mission of the trade union in building a better world for everyone.

HOW IT WORKS

The system works in this fashion. Every one of the departments has a company foreman or a company supervisor. In turn, the union has its shop steward who is the counterpart of the company foreman, only that he represents the workers of the trade union. Whenever a worker in any department thinks that something must be done in his shop, he goes to his shop steward and hands him a slip of paper. On it he gives his name, his clock number, briefly writes out his grievance, and signs his name. Once a day, usually for a half an hour, the shop steward leaves his job and goes to the office of the foreman. He presents the grievance, tells the foreman why it is necessary, and then they argue about the grievance. Perhaps they settle it, and the change is made. If not, then the steward writes on the back of the slip the decision of the foreman, then hands

this to the bargaining council. Once a week, the bargaining council will have a meeting with the heads of the factory, and the grievances not solved on the local shop level will then be brought up. Again, the bargaining council will argue with the top company manager, and they will attempt to reach an agreement. Often agreement will be reached, and the change will be made. If not, the grievance will then be included in the negotiations for the next contract. Or, as in some cases, the union and the company will use an impartial umpire, and the unsolved grievance will go to the impartial umpire for his decision.

This has a very important effect in the shop. A worker with a good suggestion on increasing production makes it through his shop steward, and the union gets behind his suggestion. If it is accepted, through bargaining, the union has scored -- and the worker realizes that his brain and his ideas are important. A worker who needs a safety device on his machine, by going through the union, gets that device... and he realizes that the union is working for him.

And the company begins to realize that every worker in the plant is a human being with dignity and intelligence -- that every worker is working every day to improve his working conditions, his productivity, and his usefulness to the economy.

The worker is no longer just a cog in a machine -- he is an intelligent, democratic member of the economic society.

STEWARD SELECTION

Take an example of a small factory in one Ken of Japan. The factory employs 500 workers, all of whom are members of a union. The factory is divided into five parts -- raw materials, foundry, machine shop, assembly shop, and warehouse. The union decides that it will have 50 workers per shop steward, so that permits 10 shop stewards in this plant. The raw materials building has 50 workers, so all of the workers in that building will get together and elect 1 shop steward. The foundry has 100 workers, so they elect 2 shop stewards. The machine shop has 150 workers, so they elect 3 shop stewards. The assembly building has 100 workers, so they elect 2 shop stewards. And finally the warehouse has 100 workers, so they elect 2 stewards.

The system of election will vary from shop to shop, from mine to mine, from mill to mill. In a department store, the shop stewards will probably represent the different departments of the store. On a ship, the shop stewards will represent the types of sailors. With longshoremen, the shop steward will possibly represent the different work gangs (replacing the feudalistic kumi), and so forth.

Once elected democratically by the workers in their respective branches, the shop stewards then meet with the President and other officers of the union, and together the shop stewards and the union officers will constitute the bargaining council of the local union.

RECALL

As a safeguard of fair and just representation, many union constitutions provide for the recall of shop stewards should it prove that they are lazy, inefficient, or inclined to represent the company instead of the union. The recall means that any time the workers in a department can call a meeting and take a vote on the present shop steward. If the majority of the workers vote to recall him or her, the shop steward is dismissed from the post. Then the workers will elect another shop steward. This recall system provides for rank-and-file control of the person they elect to represent them.

PAYMENT OF SHOP STEWARD

The question usually arises: "Who pays the wages of the shop stewards when they are adjusting grievances?" If a man leaves his job for an hour or two, the employer will probably deduct the lost time from his wages. However, in British and American unions, it is often the practice to include in the contract between the union and the company a clause regarding the shop steward system. This includes the number of workers per shop steward, and will specify the amount of time per day which the shop steward may use for grievance adjustment. The company usually agrees to pay the wages during this specified time. If he consumes more than that, the extra lost time is paid by the *rodo kumiri*. American unions found that if the company paid unlimited lost time for shop stewards, some of them would abuse the privilege and idle the day away. If a shop steward is allowed a time limit of 30 minutes or an hour a day for grievance adjustment, paid by the company, it will usually be found sufficient. The justification of payment is based on the fact that the shop steward is working with the foreman to adjust grievance and keep production flowing smoothly. That is important to both union and company -- although both have different interests in the problem.

THE SHOP STEWARD AND CONTRACT NEGOTIATION

The shop steward system and the bargaining council have another important function. As the months go by, the shop steward in each department becomes an expert on the operations and functions of his department. He knows just what must be done to make production and working conditions better. He knows what the workers want in his department. When it is time to begin meetings with the company to discuss terms for a new contract, each shop steward makes a contribution -- one department needs this, another department needs that. The bargaining committee meets with the union officials and they write down all of the demands of the union. Then, at a general meeting of the membership of the entire local union, the demands are read, point by point, and the membership either approve, or change the demands. When the final demands are worked up, then the bargaining council and the union officials begin their meetings with management, making their demands, and fighting for them if the company will not accept the demands. Because the shop stewards know so much about their own department, they are able to give convincing arguments, and can quote facts and figures. The shop stewards are able effectively to work for a good contract.

DEVELOP THE HABIT OF COLLECTIVE BARGAINING

In this fashion, as the years go on, union working conditions are improved, production is increased, and both union and company profit.

For you see, a good union develops healthy human relations in the plant. The worker is more interested in his job. Democracy in the shop is promoted. And the workers feel that they are more a part of the company. That does not mean that the company dominates the union. Rather, the union and the company learn to live with each other, to bargain, to march forward together on the road to industrial democracy.

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VOLUNTARY

Please notice that the use of mediation, conciliation, or arbitration on the part of either the trade union or the management, or both, is completely voluntary. The only compulsory feature of arbitration is that both the trade union and management, if they agree to use arbitration, agree in advance as to the points to be arbitrated. Once they agree on the points to be arbitrated, and the persons to do the arbitration, then both management and the trade union agree to accept in advance the decision of the arbitrator or the arbitration board. It should also be noted that basic items, such as the contract, never go to arbitration in most of the American and British trade unions. They will reach agreement on most items, through collective bargaining, and will refer to the arbitrator or arbitration board a few items upon which they have not reached precise agreement. The arbitration machinery is used to break a deadlock on a few points under collective bargaining. It is never used to decide the terms of a contract, or other such basic matters.

MANUAL

The shop steward system is so vital to the success of democratic trade unionism in the United States and Great Britain that the unions print little handbooks on the duties of a shop steward. They are printed in pamphlet form small enough for the steward to carry with him. The remainder of this study is an edited reprint of the pamphlet, SO YOU ARE A STEWARD: A HANDBOOK FOR SHOP STEWARDS AND DEPARTMENT COMMITTEES, published by the Textile Workers' Union of America in 1943. It is very much like the handbook issued by other American unions, and is presented not as a model, but as a guide for Japanese trade union education directors. After you have studied this guide, you will then be better prepared to write such a book for Japanese shop stewards. It is the practice of many education directors of American trade unions to hold a shop stewards conference once a year. At this conference, they go over the handbook, discuss it, and rewrite large sections in order to make it more timely and more effective in building the union.

SO YOU ARE A STEWARD!

"Let's look first at the steward's main tasks, his dealings with management. How can he best perform the job of seeing to it that the con-

tract is lived up to in his department, that workers who have grievances can get them settled satisfactorily and as rapidly as possible?

"Obviously, a shop steward who isn't completely familiar with the contract covering his plant will not be able to tell whether or not the company is living up to it. Unless he knows the contract provisions, he'll not be able to properly advise a worker how to settle a complaint, much less discuss the matter with his foreman. So we might say that the first rule for shop stewards is: Know your contract."

"The steward should read it over himself, and discuss it at shop stewards meetings, so that he is familiar enough with it to know how it applies to conditions which arise within the shop. A copy should always be kept close by for reference, for no one can be expected to memorize all of the clauses that go into a modern collective bargaining agreement.

KNOW YOUR DEPARTMENT

"Then too, a steward who wants to be able to handle grievances intelligently must know his department. He must understand the operations as well, if not better than management. He should know which of the jobs are paid for by the hour and which by the piece. If an incentive bonus system is in effect, the steward should know how it applies in his department. He should know something of expected and actual production on the various jobs, and how the earnings run, in dollars and cents.

"The steward will be familiar with much of this information from his work in the shop. The union files may contain some of the rest of it. In many mills both wage rates and production records are posted. Whenever possible, each steward should have a copy for his department.

"From his contacts in the department the steward will also pick up much other information which will aid him in settling grievances. He will know which workers are high producers, and which low, which machines are always getting out of order, while others run well.

"He will have a general picture of the seniority standing of each worker, and whenever possible will have a copy of the seniority records for the department. In many plants as a result of union requests, the seniority rosters are posted in the department, and corrected periodically. Whenever possible, this should be arranged for.

"With a little attention to detail, he will probably know more about the department than the foreman or supervisor. He'll find this a big help in getting grievances settled properly.

HANDLING THE GRIEVANCE

"Almost every Rodo Kumie contract establishes a procedure for handling grievances. This will vary from plant to plant depending upon the local situation. As a matter of fact, there are probably no two mills in which grievances are being handled exactly alike.