

PARCHMENT

U.S.A.

A CASE STUDY OF INDUSTRIAL RELATIONS IN THE  
PLANT OF THE NATIONAL ZINC COMPANY, BARTLESVILLE, OKLAHOMA

STRATHMORE PARCHMENT

100% RAG U.S.A.

A CASE STUDY OF INDUSTRIAL RELATIONS IN THE  
PLANT OF THE NATIONAL ZINC COMPANY, BARTLESVILLE, OKLAHOMA

By

JOHN E. SUSINIK

Bachelor of Science

Oklahoma Agricultural and Mechanical College

Stillwater, Oklahoma

1949

Submitted to the Department of Economics  
Oklahoma Agricultural and Mechanical College  
In Partial Fulfillment of the Requirements

for the Degree of

MASTER OF SCIENCE

1949

OKLAHOMA  
AGRICULTURAL & MECHANICAL COLLEGE  
LIBRARY  
AUG 24 1949

APPROVED BY:

Julian H. Bradsher  
Chairman, Thesis Committee

Richard H. Leftwich  
Member of the Thesis Committee

Raymond D. Thomas  
Head of the Department

D.C. McIntosh  
Dean of the Graduate School

STRATHMORE PARCHMENT

100% RAG U.S.A.

## PREFACE

The nature of this study precludes the extensive use of books, magazines, and documents as data. Data for this study were obtained from the minutes of proceedings between the parties, with the exception of the material relating to the organizational period of the union. The source of any other material will be found in footnotes. I wish to express my appreciation to the local union officials and to the officers of the company for their cooperation in making material and information available to me.

For valuable suggestions and assistance in the preparation of the study I am indebted to Professor J. H. Bradsher.

Stillwater, Oklahoma  
May, 1949

John E. Sushnik

STRATHMORE PARCHMENT

100 1/2 BAG U.S.A.

## TABLE OF CONTENTS

Preface .....	iv
Chapter I - Introduction .....	1
Chapter II - The Setting .....	4
Chapter III - Functioning of Union-Management Relations .....	14
Chapter IV - Conclusion .....	30
Appendix .....	39
Bibliography .....	56

STRATHMORE

100 04

Chapter I  
INTRODUCTION

Today the problem of labor-management relations is one of the primary domestic problems our economy faces. These industrial relations are no longer simply the concern of labor and management as such, but rather they are the concern of all citizens. For we have changed from an atomistic society to one which is characterized by bigness. Thus we have come to coin such phrases as "Big Business", "Big Labor", and "Big Government" since this bigness is now an inherent aspect of our system of socio-economic relations and from all indications is here to stay. As a result of this concentration of power we find, then, that as citizens we are vitally concerned with relations between labor and management. Strikes in such key areas of activity as the steel or coal mining industry amply demonstrate this. We find many solutions for the labor problem proposed but, in the main, we have placed our greatest reliance upon laws designed to solve this problem. Thus we have written into our statute books, laws the proponents of which have assured us would resolve our difficulties; but each time we have found that, even though some of our laws may have produced a temporary armistice, "the labor problem" has refused to vanish. The reason is simple. Laws are designed for application to particular situations and at best have relevancy to but few of the ever-varying aspects of clashing interests. The trouble lies in the fact that situations will not stay put. Thus we find that no hard and fast pattern of rules can be drawn up to fit labor-management relations, no more than we could lay out a dress pattern for a ten year-old child and expect to use that pattern for the rest of her life.

Labor-management relations are dynamic and thus require dynamic solutions.

What is needed, in consequence, is not more hard-and-fast rules but rather approaches that possess a flexibility that will make possible speedy adjustment to dynamic conditions. Thus the problem of labor-management relations is one which must be given continuous consideration since there can be no final answer except perchance in the timeless, frictionless, never-never land of the long-run static equilibrium.

The purpose of this study is to examine industrial relations as they have developed between the principals in a particular enterprise in an effort to discover the factors, conditions, and surroundings that have enabled the parties to develop peaceable relations. Have they been the result of one party so dominating the other that it was afraid to assert itself? Are they the outgrowth of the existence of personalities? Is the picture explicable only in terms of conditions peculiar to this case? What interpretation should be put upon the attitude of cooperation and understanding on the part of both parties? Or, is there no single principle that one can disentangle from the complex of relationships that alone will serve as a "sufficient cause"?

This study covers the period from 1937 to 1948 inclusive; during this time there has never been a strike or a lockout at the plant. There has been only one case which involved a work stoppage. From all outward appearances the relationship between the parties has been uneventful and dull as compared to conditions in the coal mining industry or that in automobile production. The year 1946, notable for the number of strikes that occurred, passed much the same as had the years before; peaceful solutions have been found consistently for the problems arising in this particular organization.

Production as one would expect has reflected the harmonious relationship that exists between the parties. During World War II the plant received the Army-Navy "E" award for efficiency three times and was the first plant to do

so west of the Mississippi River.

In view then of the exceptional record the company and the union have established over the period of their relationship, this case would appear to offer a fertile field of study to determine the elements that have nurtured industrial harmony and enabled the parties to solve their mutual problems peaceably.

STRATHMORE

100

STRATHMORE PARCHMENT

100% RAS U.S.A.



Chapter II  
THE SETTING

A - The Company

The National Zinc Company is located in Bartlesville, Oklahoma, and is engaged primarily in the production of zinc but also produces related or by-products which result from their smelting operations. Thus they produce not only zinc but sulfuric acid, cadmium, and zinc dust. The company employs a working force of about 600 men all of whom are members of the union with the exception of office and supervisory personnel.

It is a subsidiary of the International Mineral and Metals Corporation of New York. No financial data is available on either of these two corporations from the usual sources as they are both closed or closely held corporations and are not required to submit financial reports for public consumption. The company draws most of its labor force from the city of Bartlesville and is a major employer of industrial labor in that area. There are two oil firms with offices in the city but they hire only office workers as most of the oil producing fields in the surrounding area are exhausted. These firms therefore are not regarded by the National Zinc Company as competitors for labor since they require distinctively different types of skills. The company considers as its competitors the Reda Pump Company of Bartlesville, Oklahoma, the Dewey Portland Cement Company of Dewey, Oklahoma, and the Union Machine Shop of Bartlesville. These three firms require about the same type of labor as does the National Zinc Company. The Reda Pump Company is engaged in the manufacture of oil well equipment and has approximately 175 employees. This company is not organized. The Dewey Portland Cement Company is a firm with approximately 325 employees and is situated about four miles north of Bartlesville. The workers

in this plant are organized. The Union Machine Shop with less than 25 employees completes the group of firms which are competitive buyers of labor. These three firms together, however, employ less labor than does the National Zinc Company. Thus the company would seem to be the dominating factor in the market for industrial labor in that area.

The plant itself is divided into two main divisions. The smelter and the acid plant with the majority being employed in the smelter.

In the smelter department work goes on around the clock and work times are arranged to fit the smelting process. Each furnace in the plant is divided into two stoves and each stove is charged with new ore every 48 hours. The stoves on each furnace are charged 24 hours apart which means then that one stove is charged each day. A crew of men report for work in the early morning hours and charge the furnace. Work is arranged in this manner because of the heat, a serious problem in the summer months. The chargers charge one half of the furnace or one stove and they are followed by stuffers who seal up the furnace. When molten zinc is ready to be drawn from the furnace metal drawers report for duty, draw off the molten zinc, and pour it into bars. When this has been done the furnace is made ready for another charge and the cycle is repeated.

Because each of these different operations must be performed at a certain time, most of the work is done on a task basis. Those who work as chargers are free to go home as soon as their prescribed task has been finished. Out of 19 classifications of jobs on the furnaces, only four men work on an eight hour basis. The balance of the men work on a task basis, i.e., as soon as they have finished their job they can go home because the task is considered to be a day's work. Men on task jobs rarely work eight hours, but are paid an hourly rate and are given eight hours time for each shift regardless of

actual work time. They would, of course, draw time and one half if the job should require more than eight hours. This task work has led to problems peculiar to the plant since any changes in the working arrangements would result in a considerable alteration of duties. Another factor which complicates matters somewhat is the fact that work must be performed at a particular time and cannot be left to accumulate. This has meant that shifts must run in accordance with the smelting process and accounts for considerable discussion of working conditions and arrangements between the parties.

In the acid plant the majority of jobs are on a shift basis, except for the unloading of ore and sulfur which is done on a contract basis, the workman receiving so much per ton. Provisions are made, though, that men who do such work shall make at least yard wages whenever conditions are such that they cannot unload enough ore at contract rates to make yard or common-labor wages.

Jobs in the plant are assigned on the basis of seniority with the proviso that smelter seniority applies only to the smelter; the same rule applies to the acid plant. Thus when vacancies arise the job is advertised as vacant on a bulletin board provided for the purpose and men with the most seniority are given a chance to qualify for the position. The man with the most seniority is given a five day trial period on the job and if he proves his ability to handle the job is awarded the position. If he is unable to fill the job the next man in line is given a trial. This continues until the position is filled. As one might expect, seniority provisions are, because of these peculiarities, the subject of considerable discussion between plant officials and the union.

#### B - The Union

The first move toward organization of the employees occurred in the year of 1933. At this time a small group of employees organized a local union and

applied for a charter to the International Union of the Mine, Mill and Smelter Workers. The latter union was a subsidiary organization of the old Western Federation of Miners, A.F.L. A formal charter in the International Union of the Mine, Mill and Smelter Workers was granted in September 1933. At that time the men in the plant worked approximately 30 days each month, having, on the average, only one day off each four weeks. When the 40 hour week went into effect the men received no wage adjustments to off-set the shorter working time and consequently suffered a considerable reduction in earnings. As the union was new and lacking in experience, it was unable to win any wage increases or any other advantages; its failure to make a positive contribution at the time greatly weakened the position of the new local. From this time on until the union signed its first contract, the organization led a precarious existence; membership fluctuated markedly, but a small nucleus of members managed to hold together what was left. Then when in 1936 the Mine, Mill and Smelter Workers broke away from the A.F.L. and joined the C.I.O. the fortunes of the union took a turn for the better. When in 1936 the Bartlesville district of the International Mine, Mill and Smelter Workers elected a member to the Executive Board of the International activity increased. The International sent a representative to assist the local with the problems of organization and by June of 1937 a bargaining election had been held under the direction of the National Labor Relations Board. In this election the union received 87% of the votes and was certified as the bargaining agent for the plant. On July 29, 1937, the union signed its first contract with the company. During this long period of organization, the company made no attempt to intimidate any of those who joined the union by threats or other overt action. Those who joined the union were not discharged and men who were active in the organization were in no way penalized. The company at all times was willing

to confer with the representatives of the union and talk over any problems they might wish to discuss. There were no picket lines, no strikes or work stoppages during this period. The company's attitude conformed to the Wagner Act in these matters. This is in direct opposition to the tactics employed by some of the country's larger corporations at this time. Organization at the National Zinc Company was carried out without resort to open conflict. There were no strikes or work stoppages to win recognition of the union and as a result the bitterness that such activity stirs up has been missing. On the whole relations between the company and the union during this period compared well with relations between the Studebaker Corporation and the union in its plant.<sup>1</sup>

The greatest difficulty that confronted the union during this period was simply one of staying organized, a problem intensified by the deep business depression of the time which hit the zinc industry very hard. Employment in the industry was at a low level because of the light demand for zinc.

When the Labor-Management Relations Act of 1947 was passed certain complications arose for the union. The officials of the Mine, Mill and Smelter Workers Union to which they belonged refused to sign a non-communist affidavit as required by this act. The local union officials were willing to sign such a statement and felt that the officers of the International should do likewise. Relations between the local and the International became strained and when the International sent men to a meeting of the local and proposed that they endorse the Progressive Party and its candidates in the National election which took place in 1948 the local began to take steps to withdraw from the International Union of Mine, Mill and Smelter Workers.

---

<sup>1</sup> Frederick H. Harbison and Robert Dumm, Patterns of Union Management Relations.

After withdrawal was completed the union formed a corporation under the laws of Oklahoma known as the United Acid and Smelter Workers Union of Oklahoma, Inc. Then the union applied for affiliation with the United Gas, Coke and Chemical Workers of America, C.I.O. and its admission was granted.

The union discussed their action with the company and the company agreed to cooperate with them in making the change in whatever manner necessary. The company also agreed to join the union in whatever steps were necessary to gain approval from the National Labor Relations Board of the new local as the bargaining agent for the plant.

Since the union was formally recognized in 1937, it has achieved many gains for its members both financially and in working conditions, plus such fringe benefits as health insurance. Wages in 1938 for yard labor, the lowest classification, were \$4.07 per day. Today yard labor is paid \$10.99 per day. The furnace fireman, the highest paid classification in the plant, earned \$6.03 per day in 1938; today this classification calls for a wage of \$13.52 per day. Other examples of gains in wages are: The first charger earned \$5.10 per day as against \$13.07 at present. A shoveler made \$4.81 per day in 1938 against \$12.87 as of today. A bumper made \$1.76 compared to \$12.00 as of today. A stamper formerly received \$1.68 per day and now he receives \$11.84 for the same period. This is sufficient to illustrate the fact that the union has been able to hold its own in the matter of wages.

Prior to the organization of the union there were no vacations with pay. As for that matter there were no such things as vacations with or without pay. If a worker took a vacation, he did so on his own time. At present employees with less than five years' service receive one week's vacation per annum. Those with at least five years' service, but not more than 14 years, receive a vacation of two weeks each year. Men with 15 years' service and over receive three weeks

of paid vacation.

Seniority provisions were first placed in the 1938 contract and since then they have been steadily improved. The union shop was granted in this same contract, the check off having been gained the previous year (1937).

A typical contract<sup>2</sup> between the parties may be summarized as follows:

Article One provides that the company recognizes the union as exclusive bargaining agent for its employees. The company agrees to collect union membership dues and fees from each employee when the employee presents a properly signed agreement for that purpose.

Article Two provides for the settlement of disputes in the plant. It states that when a dispute arises in the plant it shall first be taken up with the foreman. If no agreement can be reached it shall immediately be referred in writing on the proper forms by the management of the plant to the "Grievance Committee".<sup>3</sup> Provision is made to carry the dispute to arbitration in case no agreement can be reached. In Article Two there is also a section which provides for reopening of the wage question during life of the contract. It gives either party the right to reopen the wage question when made necessary by business conditions or "other conditions affecting the industry or the employees".<sup>4</sup> The company agrees to inform the union president or committee in writing before making changes in wage rates, production, or working conditions and adjustments will be made to the satisfaction of both parties under the grievance procedure outlined above.

Article Three reserves to the management of the plant the direction of

---

<sup>2</sup> See Appendix I for a complete contract.

<sup>3</sup> See Chapter III, p. 11.

<sup>4</sup> See Appendix I for a complete contract.

the working forces, including the right to hire, suspend, discharge or transfer for proper reason, the right to relieve employees from duty because of lack of work and the right to schedule and determine the working hours and days of various jobs involved in the plant. Certain exceptions are made; for example, the starting time of the furnace charging crew is not to be changed except with consent of the union. Further the company agrees to notify the proper union official of any disciplinary action taken with respect to one of the union's members. The company agrees not to discriminate against any employee because of his affiliation with the union or because of his past participation in strikes or disagreements of any nature. The Union agrees not to defend or support anyone who is guilty of a violation of the contract. Another section of this article provides that foremen shall do no work which would result in the loss of wages to any member of the union.

Article Four in regard to strikes and lockouts states that it is the intent and spirit of the agreement to avoid strikes and prevent lockouts; but, in case they should occur, the union agrees to furnish men to unload materials and maintain the plant without production.

Article Five provides for payment of wages. The company agrees to pay wages on a semi-monthly basis and further provision is made for drawing on the salary due between pay days. Shift differentials are provided for in this article; certain work performed on the second and third shift receiving a differential of four and eight cents per hour, respectively.

Article Six dealing with hours and overtime provides for a 40 hour week with time and one half for all work over 40 hours. Provisions are made for cases where men are called out for work without at least three hours' notice. In this case they shall be paid time and one half for all hours worked but shall not be called out for less than three hours. If an employee is called



out for overtime work he is not to be laid off his regular shift but must be allowed to work his customary forty hour work week. The purpose of this is to avoid the practise of men being called out on overtime work and then being forced to lay off on their regular shift to offset the overtime. This provision does not apply if a man is called to work after failing to report for his regular shift.

In this article procedures are also established for the purpose of parcelling out overtime work. This is done largely on the basis of seniority. An employee does not have to accept overtime work but may, by indicating his desire in writing to the foreman, make himself available for all overtime work, or for certain types of work, or he may declare himself as not available for any type of overtime work.

Article Seven deals with classification and working conditions. It sets up the size of the crews and the work load on each in the various parts of the plant. This article also deals with the problem of absenteeism and how such cases shall be handled.

Article Eight provides for holidays and vacations plus an agreement on the part of the company to give full consideration to a pension plan in order to determine whether one can be worked out agreeable to both parties.

Article Nine deals with seniority. It prescribes the manner in which these seniority provisions are to be applied in filling vacancies or new positions in the plant. For this purpose lineups are established and "bumping" procedures are outlined.

Article Ten deals with safety and provides that safety meetings will be held each week for the purpose of discussion of the safety problems in the various departments and reports are delivered on any mechanical or other conditions that need attention. Accidents causing loss of time are to be

investigated by both the company and the union; the company further agrees to furnish an adequate first aid room.

Article Eleven sets forth the effective date of the contract and states the period for which it will be in force, along with the procedures for negotiations of the future contract. An addendum to the contract provides for the union shop and the check off in a manner acceptable under the Labor-Management Relations Act of 1947. A scale of wages for the various classifications and a seniority list of the employees in the plant completes the subject matter of the contract.

STRATHMORE PARCHMENT

100% RAG PAPER

## Chapter III

## FUNCTIONS OF UNION-MANAGEMENT RELATIONS

## A - Day-To-Day Relations

Day-to-day relations, grievances, and contract negotiations are handled by the same groups of men. The union has a committee, known as the union committee, that acts for it in each of the above spheres. This organ is composed of the officers of the local union. Together these men handle all union business with plant officials. Two members of the committee are designated as the representatives of the smelter or furnace section of the plant; it is their duty to handle grievances or questions arising under the union agreement that have to do with this branch of production. Another member of the committee is designated to act for the committee in a like capacity with reference to the acid plant; likewise, one man is the "yard" spokesman. The yard member acts on behalf of those performing common labor, unloading ore, or doing other odd jobs around the plant.

For the company these matters are handled by the officials of the plant, i.e., the same men who are responsible for production. Thus the general superintendent, the superintendent of the smelter, and the superintendent of the acid plant handle the problem of industrial relations as well as the direction of production. These three officials are the highest ranking company men at the Bartlesville plant and have complete charge of operations. Together they handle contract negotiations, formal grievances, as well as day-to-day relations with the union.

A factor which has contributed greatly to the building up of good industrial relations has been the manner in which day-to-day relations have been handled. Formal grievance procedures have been in operation since the

first contract was signed. The procedure is as follows: An employee who has a grievance first takes the matter up with his foreman. If no mutually satisfactory agreement can be reached, the dispute is then referred to the management of the plant by the Grievance Committee in writing on forms prepared for this purpose. In presenting a case, both sides may call up witnesses to testify. If no agreement can be reached between management and the union committee the dispute may be taken to arbitration. If a case is submitted to arbitration, the union and the company each appoints a representative and these representatives select a third party; the three then review the case, being required to reach a decision within 15 days. In the event the two representatives are unable to agree on a third party the Director of Federal Conciliation and Mediation Service is requested to furnish a third individual from its regular staff, although the man so designated must be accepted by both parties. The decision of this arbitration board is binding on both parties.

One other avenue remains by which grievances may be settled. If action is not taken by one of the parties to submit the dispute to arbitration within ten days the matter is dropped. This is a face-saving device which can be resorted to by either party when it finds itself in an unfavorable position but still does not wish to concede to the other party. Further provision is made that the plant will remain in operation during the settlement of any dispute that may arise. All employees and parties to the dispute shall remain at work.

In a plant the size of the one under discussion many disputes are apt to arise, but we find that under the above outlined procedure the company and the union have been able to meet various problems as they arise rather than letting them slide. As a result grudges and hard feelings which would complicate relations between the workers and management are generally settled before

they swell to serious proportions. This insures smooth relations by providing a well defined procedure to handle disputes. If an employee cannot get satisfaction from his foreman, he can submit the dispute formally and action can be taken swiftly to settle the matter. If such disputes were neglected or if there was considerable delay in their settlement it might well cause an undue disturbance in plant relationships. By quickly handling the disputes as they arise this possibility is avoided.

Grievance proceedings, as outlined above, are carried out at meetings between the union committee and management which are held two or three times each month depending on the amount of business pending. At these meetings either party may bring up any matter about which there may be a question. Thus, at these meetings such things as loans to sick employees, changes in jobs within the plant, or the question of what to do with the veteran employee who is no longer able to perform his regular job come up. As an example of the latter, at one such meeting the head of the union committee brought up the case of one of the older employees who was no longer able to perform work on the furnace. It was recommended by the union that he be given a gate job which it felt he could handle since there is little physical activity involved. The company has an informal agreement with the union to the effect that they will reserve jobs of this nature for employees of long standing who for physical reasons are incapable of continuing on their regular jobs.

An interesting feature of the meetings of the Grievance Committee is that the management representative is ordinarily one of the top officials in the plant and is vitally concerned with the problem of production as well as that of labor relations. This means that those who represent management are in most cases familiar with the various operations in the plant and do not have to have each particular situation explained to them. If reference is

made to a union steward on Formosa #1 or #2 or to a company boy on Formosa #10 they understand what problems are involved. As a result these men are able to deal directly with specific cases in a much more satisfactory manner than would otherwise be possible. Thus production and labor relations are viewed as parts of an overall problem rather than as separate problems each independent of the other.

All that is said by both sides in these meetings is recorded on a "sound scriber". Therefore, if at a later date a dispute arises as to what was said or decided previously, these records may be brought out and played back to settle the question. There are numerous instances in which this has been done. The result has been less argument and clearer understanding between both parties. Further the fact that proceedings are recorded has resulted in a tendency for both sides to be rather temperate both as to language and position assumed.

In these meetings one fact which stands out is the constant repetition by the union committee of the fact that they only represent the membership, that they can only speak with finality on the questions about which the membership has made its desires known. Thus, when any new situations arise, such as a wage offer, the union committee asks that they be allowed to submit it to the membership for approval. This is a healthy sign, indicative of the fact that the committee recognizes its responsibility to the membership.

Each of the parties shows evidence of a spirit of give and take in the meetings. On one occasion the company found itself in the wrong and quickly admitted the justice of the union's complaint. The matter under consideration had to do with a foreman doing production work, a practice objectionable to the union. The company ordered the foreman to stop the practice and admitted that such action on the foreman's part did constitute a violation of the

contract. The union also has been ready to admit its mistakes. In the one work stoppage that has occurred in the plant the union leadership readily admitted that the men had done wrong and did not support their action since it constituted a violation of the contract. Thus both sides have been willing to enter into true bargaining in a spirit of compromise.

At one time the union found itself in the following position: A worker employed on the furnace was sweeping around the furnace, a regular part of his duties. The foreman asked him upon what pile he intended to throw the sweepings as they would be recharged in the furnace. Bitter and profane words followed and the foreman discharged the employee. When this altercation reached the on-going grievance hearing the union representative, taking account of the sweeper's temper and use of profanity, did not press the matter but let it die a natural death under the "ten day provision" of the contract. No further protest against the discharge of the above employee was made. The union when it found itself in an impossible position took advantage of the face-saving clause in the contract.

Another example of the way in which grievances are handled is as follows: An employee was stopped from shoveling after he had completed half of a furnace. The foreman said he was too short to work on the big furnace as a shoveler or a charger and that the worker had only recently returned to work after a back injury. It was suggested by the foreman that he change places with a man working as coney boy. This the man refused to do and, in the course of the discussion that followed, asked for his time. To this the foreman agreed. The union committee man then discussed the matter with the management and the foreman. As a result of the case the general manager of the plant suggested that when such a case comes up the foreman should discuss the matter with the proper union officials and disqualify a man only if they could agree since the contract requires that men be disqualified only in case they cannot perform the work.

and not because of size. In the case at hand there was no complaint as to the quality of work but the only issue was the man's physical stature and his occasional back ailment. The settlement of this dispute provided a way to handle like future situations, thereby clarifying the relationship between the two parties. Thus out of a dispute we find a direct contribution to further understanding resulting.

Two of the most important issues involved in day-to-day relations are seniority and working conditions. These two issues in one form or another appear to be the most frequent causes of complaint.

The problem of seniority involves "bumping" and the way that overtime is parcelled out to eligible men. Bumping is the bidding of older men for a job held by another with less seniority, a practice authorized by the contract. One score between the parties in regard to bumping is the union's complaint that the five day trial given men on the job is not long enough to learn the job. The company has taken the position that men are supposed to know in advance how to perform the job for which they bid and that the five day trial period is only for the purpose of determining whether or not the man can actually do what he thinks he can do. By and large the company has left it up to the union to determine eligibility of men to bump under the seniority provisions of the contract, insisting only that the contract requirements be fulfilled.

The problem of how overtime will be distributed has largely stemmed from the fact that there seems to be some misunderstanding between the parties on this score plus the fact that time and one half must be paid if men are called out with less than three hours' notice. These two factors mean then that in the cases where extra work is required and there is not sufficient time to give three hours' notice to an extra man, the work is often given to some man



on the extra gang. In many instances the result of this has been a grievance, some worker claiming he should have been offered the work because of his greater seniority. This matter does not seem to have been worked out as yet to the satisfaction of both parties.

Another difficulty is that much of the plant's work is done in spurts. As was pointed out by the union president in one of the discussions on this subject, this is a complicating factor. The staffer, for example, often does more than one eighth of his work in his first hour on the job. If at the end of a shift, it appeared that an extra man was needed, then according to the contract the oldest qualified employee should be given the work. If such a person has to be called out from his home it would normally take at least one hour for him to get to the plant and prepare to go to work. This would leave an interval of an hour during which some other worker must perform the job, since the nature of the work is such it must be done at a specified time. If one of the extra men in the plant is put on for the hour he must be given a total of four hours' pay. If the man who is going off is given the time he may work only one hour but still because of the nature of the task do much more than one eighth of the work. The difficulty here then is recognized by both parties.

There have been attempts to remedy such a situation by drawing up lists of eligible men, for example, a list of men from which the company proposed to fill extra firing jobs. This possibility seems to hold forth promise of relief from the recurrence of such friction. It may eliminate much of the confusion that has existed in the past in this regard.

Working conditions, i.e., changes in the job as to operations involved or in quantity of work done, have been important in the labor-management meetings. The union will present its side of the story and then the company

expresses its position. In most cases these problems seem to be solved with a minimum of bickering. For example, the use of Anaconda Dress reduced the work load on the magnetic separator and as a result the company wrote the union a letter of explanation. It was proposed to reduce the operator's pay, leave the cellar cleaners on their existing rate, and reduce the truck driver's wage for the hour not spent at his former work. The union then made the counter suggestion that the truck driver be allowed an extra hour of truck work elsewhere; if this were done they would agree to the other changes suggested by the company. To this the company agreed and the matter was closed.

Still other disputes arise which can be handled only on an individual basis. Men who work at unloading ore complained, on one occasion, that they had been unable to make yard wages because the ore was covered with ice and snow. Since the men perform this particular job on a contract basis of so much pay ton, this meant their earnings were less than their usual rate. This and like disputes do not lend themselves to adjustment according to hard and fast rules and as a result we find they are submitted to the regular conferences for settlement.

While most of the disputes have been settled in the usual manner, i.e., by submitting them to the regular meeting there has been one instance in which there was serious trouble. This case, the only work stoppage that has ever occurred at the plant, occurred on September 18, 1945. Two men were involved; the first man had been off work and when he returned to work on August 13 he had a physician's release for light duty. So after that time he had worked on the extra board at whatever jobs were available. Just prior to the dispute he had agreed that his old job of shoveling should be bid off as he felt he might injure himself if he undertook to do such heavy work. The job was bid off and the foreman told him to jump into another job.

The employee considered the matter and discovered that the only job he could bid into with his seniority was condenser cleaner, a job he did not want. The foreman finally told him that he would have to make up his mind what job he would bump into before he could work again. The foreman explained that he feared others might follow this man's example of giving up a regular job and working only on the extra list, thereby creating an intolerable production situation. The second worker involved had been in poor health and had lost a great deal of time prior to the dispute. He had been warned September 9, that he would be dropped to the extra list if he had another unexcused absence. He laid off Sunday, the 16th. The following Monday and Tuesday he worked and nothing was said to him until the end of the shift on Tuesday when the foreman told him he would go to the bottom of the extra list. Later one of the union committee men was present in the extra room with the man involved and he asked him to tell the foreman why he didn't work on Sunday. The employee said he was sick on that day. The union committee man then asked the foreman if that was a valid excuse and received a negative reply. Then the first man's case came up (the one who had been returned to light duty) and the man indicated they would not work if those two men were not allowed to work in their regular places. The foreman then said "I have given my ruling and if you don't like it you can go home". The work stoppage then ensued and lasted one eight hour shift.

On the following afternoon at a meeting between the parties the company presented a letter to the union protesting the walkout of the furnace men before an opportunity was given the company to discuss the dispute in the manner provided by the contract. The union agreed that the action of the men did, in effect, constitute a contract violation and that the grievances ought to be settled in the usual way. The company then asked if the men involved in the

stoppage would report for work and one of the committee men said they would. Another said they would provided the grievances were settled. The company replied that they would settle the dispute in the usual way but they felt that it should be clear that the union intended to observe the contract and keep all men on the job while the dispute was being settled. The union agreed with this principle but said that all it could do was urge the men to go back to work, that it had no power to compel them to return. Proceeding then with the grievances that had precipitated the walkout, the company said that they felt the foreman had made an error in the case of the first man who had returned to light duty with a doctor's release. They felt the foreman had been in error when he reasoned the man had thrown up his job, since, according to a doctor's instructions, he was unable to perform his job and should have been considered the same as any other man who had been bumped off his place. It was also pointed out that in the past men have been allowed to remain on the extra list longer than this individual had when the circumstances were the same. Thus the company conceded that the foreman had made a mistake in the first case.

In the case of the second man the company said that they felt that there was some doubt as to whether or not the man had actually been sick on the day in question. The company pointed out that several years ago in a similar case it was held that if the man would make out a sworn statement to the effect that he was sick, and have it corroborated by a similar sworn statement from his wife, the excuse would be accepted. They indicated that if this procedure were followed in this case, the company would accept the excuse. One member of the union committee objected to bringing the wife into the matter, but felt the employee would be willing to make a statement under oath. Another union committee member avowed that the foreman's word was no better than that of the employee. At this point the union committee held a private caucus and

when they returned said they were not willing to ask the man to take an oath that he was sick. One of the union representatives said that he felt the employee was telling the truth because the employee had asked him on Monday, the day before the dispute arose, if sickness was a valid excuse, telling him that he had been sick on Sunday and had failed to come to work. The company spokesman said that this was "very good evidence" that the man had been sick and that if the union committee man would testify to this under oath it would be accepted. This was done and the matter was settled.

This case is the only dispute between the parties that has involved any interference with production in the plant. In view then of this excellent record it appears that the periodic meetings between the parties do serve a very useful purpose and give no evidence of being merely a "gripe" session at which both sides let off steam. Many times in the minutes of the meetings the following type statement is encountered: We would like to discuss a matter which is not now a grievance but discussion might avoid a future grievance. It is this type of thing which indicates very plainly that the parties involved are trying to the best of their ability to get along with one another.

### B - Contract Negotiations

Contract negotiations between the parties have been carried on in a climate that is favorable to good industrial relations. The union committee meets with the company's representatives (here it is notable that the representatives are the same men who carry on the day-to-day bargaining) discussing with them the various sections of the contract. The sections are discussed one by one and each side submits proposed changes giving reasons for the suggested change. The union committee refers again and again to the

fact that any new propositions will have to be taken back and presented to the membership before final adoption. This does not mean that the union leaders are simply passive agents, but it does mean that they do consult the membership when new developments arise. Actually the leaders of the union seem to be fairly successful as molders of opinion within the organization, but they have not attempted to by-pass the members or substitute their own judgment for that of the local at large.

The company's spokesmen in the negotiations, while in charge of operations at the local plant, are responsible to the New York office and it appears from an examination of proceedings of the parties that the company representatives have certain limitations placed on them. Instances are to be noted in the minutes of contract proceedings in which the company negotiators ask for time to forward the demand of the union on up the line. This seems to be true only in the case of proposals that would involve considerable sums of money, such as wage increases, or a pension plan. In other matters the local management has full authority to act and has in fact taken an active part in formulating contract policy.

The significance of this is that both union and management representatives speak for their respective constituents and, as such, are inclined, within the limits set up by their constituents, to bargain collectively and to do so a little more diligently than if this were not true. Both are under the pressure of trying to make a good impression with the people they represent. Because of this bargaining between the parties is carried on in a healthful atmosphere with both parties evidencing a willingness to compromise.

The willingness to give and take in the course of the bargaining is but an expression of the attitude which the union and the company bring to the meetings; the direct opposite of a "take it or leave it" attitude. There is little

evidence of a take this or else attitude in the conduct of negotiations. Contract negotiations have in general been conducted as follows: Well in advance of the expiration of the old contract (60 days now that the Labor-Management Act of 1947 is in force and 90 days prior to enactment of this law) discussions begin on the new contract. If the parties are unable to agree before the expiration of the old contract, then the old contract is extended and remains in full force until a new one can be agreed upon. In these negotiations the existing contract is usually discussed section by section; either side may make certain suggestions in regard to particular sections, either for their revision or for eliminating them from the contract. For example one of the sections which has been the subject of much discussion is that dealing with seniority. When this section comes up for discussion both sides usually offer amendments, designed to clarify the existing clauses or to meet some new situation. This section by section examination continues until the parties are in agreement or agree to submit the disputed sections to arbitration. It is to be noted that the union on several occasions has suggested that the arbitration clause be eliminated from the new contract and the company reply is that if the arbitration clause is to be left out they will insist that the union security clause be dropped. Since each of these sections are considered very important by the respective parties this seems to be only a diversion from the main show. Several of the union officials have on occasion expressed dissatisfaction with this feature but in the main it seems safe to conclude that results have not been too unpleasant for them. This is not to imply that the company has always been satisfied with the results of arbitration for, on at least one occasion, they wrote a dissenting opinion to that handed down by the arbitrator even though they did comply with his decision. The majority of the difficulties between the company and the union have arisen because of their failure to agree

on the question of wages. According to the contract, the matter of wages can be opened at the request of "either party to the agreement when made necessary by business conditions, fluctuations in the market price, or other conditions affecting the industry or employees". This particular section has been the subject of a great deal of argument and discussion as to the intent of the parties when the phrase "fluctuation in the market price" was included in the contract. The union has taken the stand that the phrase means that they can open the wage question when the price of zinc goes up, but the company refuses to accept this interpretation. In a recent arbitration case the company spokesman made the following statement:

"The only grounds for opening the wage question presented by the union to the company and to the arbitrator at this hearing is that the price of zinc was increased following the last increase of wages. In deciding whether the wage question was open under the contract, the arbitrators are under the necessity of interpreting the contract according to the intention of the parties, as reasonably manifested therein, giving ordinary meanings to the language used. Therefore, it devolves upon the arbitrators to decide whether the language quoted is in the contract. The company submits that according to fair interpretation of the contract and plain meaning of the words 'which when made necessary', as used in the wage reopening clause in our contract, the contract permits reopening of the wage question during the term of the contract only when the party making the request has suffered hardship as specified. In other words a marked increase in the cost of living might make it necessary for the employees, through their union, to request reconsideration of the wage scale during the term of the contract. On the other hand a marked decrease in the price of zinc might make it necessary for the company to request reconsideration of the wage scale during the term of the contract. The employees do not buy or sell zinc and neither the company or the union has agreed in the contract to tie wages to the rise and fall in the price of zinc. The company therefore insists that the contract does not entitle the union to have the wage question reopened during the term of the contract on the grounds that the price of zinc has gone up since the last wage increase. We think that if that had been the case they could have very easily spelled this out."

This is entirely consistent with the stand taken by the company in the past. They have never been willing to concede that wages should be tied to the price of zinc. On the other hand the union has made several attempts to establish



its right to demand wage adjustments when zinc goes up. So far it has been unsuccessful.

Wages, the company spokesman has stated on several occasions, "should not be based on the ability to pay" as this is not pertinent. They feel instead that wages should be based on a combination of such factors as cost of living, the prevailing wage level in the community, the area, and the industry. The company has pointed out that they want their employees to be paid as well as any and have expressed a willingness to match wages paid at zinc smelters in the tri-state zinc refining area, e.g., the plant at Henryetta, Oklahoma. As to conditions in other zinc smelters both sides keep themselves well informed as to developments and often cite other plants and their working arrangements in support of a particular argument.

Wages in the plant are higher than for the industry in general. The union has been a leader in the industry in the matter of wage increases. For example the average wage for a 40 hour week in August 1945 was \$46.33. In August 1946 the average wage was \$52.64 for a 40 hour week. This latter figure is about \$2.00 over the average for production workers in the iron and steel industry which demonstrates they have done well in the matter of wages as compared to other industries.

In the majority of cases most of the provisions of the contract, except those governing wages, have been solved by the parties involved without calling in outsiders. In the case of wages, though, the issue has been taken to arbitration in a number of instances. In such event both sides retain legal counsel. The company brings in its lawyer and the union does likewise. Most of the presentation of the respective cases is handled by the legal representatives, with specific points occasionally being referred back to the local union's representatives or those of management as the case may be.

The arbitration here is carried out as specified in the contract, as outlined previously, and need not be repeated here. It is sufficient to point out that both parties agree to abide by the decision of the arbitrator and both share the expenses of the case equally. During the time that such arbitration is going on both parties are bound to carry on normal relations. Production must be continued under the terms of the old contract.

In general contractual negotiations have been carried on between the parties with as little friction as would seem humanly possible in view of the importance of the matters involved. This lack of a supercharged area of excitement and tension has probably accomplished more toward providing smooth relations than any other factor and seems to be the result of the level-headed attitude of both the company and the union.

## Chapter IV

## CONCLUSION

The management and the union have a long record of peaceful relations behind them. Since the union signed its first contract there have been no strikes, no lockouts, and no pickets have ever patrolled the gates of the plant. The only work stoppage that occurred was short-lived, lasting only one eight hour shift. This stoppage, discussed previously in Chapter III,<sup>1</sup> was not approved by the union. This peaceful background has contributed greatly to healthy relations by furnishing a firm foundation of mutual understanding on which the parties can build future relations. The company always has evidenced absolute willingness to recognize the union and this point has never been the subject of negotiations between the parties. This factor has contributed to the stability of the union and has done much to further understanding.

The union itself has not been racked by internal squabbles. Internal dissension has never been a serious problem in the union. In the absence of internal strife, negotiations can be carried out by the union committee with the sole purpose of satisfying the membership, without subjecting itself to meddling by opposition groups which might lead to hasty decisions that would be regretted at a later date. Thus negotiations and relations are conducted by a group of union men who feel secure in their respective positions. They do not feel called upon to be continually reinforcing their standing with the rank and file and, because of this, have not been forced to take dogmatic positions or push demands only for such a purpose. They receive no compensation for their services but are only paid for the regular work they are forced

---

<sup>1</sup> See Chapter III, page 14.

to miss when acting in their official capacity. They are paid the same rate they would have received had they worked. None of these men, then, are interested in maintaining themselves in a high paying position which means that they can devote themselves to union business with the sole purpose of solving problems in a mutually acceptable manner. The fact that the union is small means that these union committeemen can be acquainted rather extensively with the membership, thus being able to better represent them. This too has contributed to the establishment of good industrial relations.

At no time has the union attempted to force its brand of politics on the company nor has the union attempted to enter the domain of management. Both parties have recognized and respected the rights of the other. The company from the start has recognized the right of the union to represent the employees in matters concerning wages and working conditions. The union won security in 1938 with the granting of the union shop. This was followed by the check-off in 1942. Thus the issues between the parties have been confined to other matters, neither the union nor the company being called upon to repulse encroachments upon their respective functions.

The union officers in conducting negotiations with the company have continually kept the wishes of the membership clearly in mind, and have, when new problems arose, asked for time to present them to the membership for its approval or opinion. By diligently following the wishes of the members, agreements reached between the parties have been as nearly representative of the desires of the rank and file as it is possible to make them. Agreements between the parties then have actually been agreements and not pacts between the company and a group of union officials.

Actual negotiations between the company and the union have followed what might be called a problem-solving approach, i.e., the parties come together

with the idea in mind of solving some particular problem. In day-to-day relations, both parties have made use of provisions of the contract to settle disputes in cases where it has prescribed remedies. In other cases, not clearly spelled out by the agreement, the problems are discussed in periodic meetings until some solution, satisfactory to both parties, is reached. If no agreement can be attained, the matter is submitted to arbitration in accordance with the provisions of the current contract. The management of the plant, in these regular meetings, has made it a practice to discuss proposed changes in plant operations with the union, and together the two groups, have attempted to work out mutually satisfactory solutions. The employees too have taken advantage of opportunities afforded by these meetings to bring problems to the attention of management. In this manner, consequently, potentially friction-laden situations are cleared up before overt conflict has a chance to materialize. Discussions, it is to be observed, are not confined to any rigidly defined areas; considerable flexibility is displayed throughout in ironing out actual or potential problems.

The manner in which the union handles the presentation of formal grievances also has exerted a healthful influence. The union committee has exercised tact and judgment, examining and screening various grievances that arise in order to avoid the presentation of cases which might place it in an unfavorable or difficult position. The fact that this is done demonstrates that there is no desire to complicate relations unnecessarily by squabbling over unimportant matters.

In the conduct of contract negotiations both workers and management have demonstrated that they enter into such negotiations in a spirit of "give and take" rather than with the attitude of "take it or leave it". In the minutes of the proceedings, numerous instances can be found in which one or the other makes a final offer but couples it with an offer to submit the matter to

arbitration. Thus neither of the participants has slammed the door on further consideration of questions between them by assuming an intransigent stand. As a result peaceful relations have been the rule with careful consideration of the problems that arise between the union and the company.

The company has, in the past, regarded the union as the proper avenue of communication with its employees, using it as a medium to transmit ideas or proposed changes in production to the employees. This technique has been an additional favorable factor in the establishment of concord. That this is true can be seen by examining proposals for changes in working conditions made by the company. These proposals are submitted first by the company to the union committee which in turn submits them to the membership for an expression of real-and-file opinion. By using this technique, changes, when they are finally put into effect, have already received the fullest possible consideration by both participants and are much more likely to be mutually satisfactory, or at any rate, accepted without general hostility.

Bargaining between the parties has been carried out with a minimum of outside interference. Grievances are considered, in the majority of cases, by the union committee and the local plant officials without the bringing in of outsiders. From 1946 to 1948, inclusive, thirty-nine formal grievances were filed. Of these, twenty-one were disposed of by the parties involved without the necessity of calling in outside help; eight went to arbitration; one was dropped by the union. This is an excellent record and is a good illustration of the fact that both parties have attempted to carry on genuine collective bargaining. Likewise, contract negotiations between the parties are also distinguished by the rarity of outside representatives. The spokesman in contract negotiations for both the company and the union are the same men who handle the usual day-by-day relations. There are no lawyers present

at the bargaining table and little quibbling over words. Both parties agree on what is desired; thereupon they proceed to have their lawyers draw up a contract that will express their desires. Bargaining is restricted to the issues at hand and settlements are reached sooner in such a setting than would be possible if both sides were represented by lawyers prone to indulge in all the delaying tactics and legalistic hair-splitting characteristic of more formal procedures.

As an outgrowth of the nature of the bargaining process, settlements, when finally reached, are much more likely to be acceptable. Further, since the parties to the process are the same ones that treat the problems that come up in day-to-day contacts, they are in a much better position as a result of their past experience to know what it is they want in a new agreement. On both sides of the table the men know what is needed. They do not need the case history of the patient read to them; they are the family physicians of the patient and are well aware of all the past ailments and symptoms. These doctors of industrial relations then are in a position to do more than simply settle disputes or provide cures for ailments after they have broken out; they are in a position to administer a little preventative medicine. For example if the old agreement had any particular section whose meaning was not clear, the bargainers can spell out the disputed section and eliminate the difficulty. Bargaining under these conditions may be taken advantage of by both of the parties to smooth out future relations in the light of past problems; the net result is conducive to smooth settlement of disputes - settlements that are as nearly deserving of the name as is possible.

In addition to the way bargaining is conducted there is the added fact that neither party has ever displayed a tendency to regard its job as finished once a contract is signed. Instead, both sides have taken the view that

industrial relations are not to be settled once each year, on a certain date, and then ignored until contract time rolls around again. This is amply demonstrated by the frequent meetings between labor and management in which the parties discuss and settle problems as they arise. This attitude of treating relations as a continuing and continuous concern has paid off for the plant in the form of industrial peace.

In the face of such peaceful relations one might be tempted to conclude, as is often done, that the union is dominated by the company or, at least, that one of the parties has dominated the other so completely as to dictate its own terms. This is decidedly not the case. The union has been very successful in achieving the goals which most unions desire. They have a contract which is, in the main, comparable to most of those in the mass-production industries, such as General Motors. The company has not at any time attempted to dominate the union nor has it been accused of such a policy by employee officials. Instead the company has in many instances treated the union as a partner. When a question of changes in production arises, it is discussed with the union and the question settled in a mutually acceptable manner. That this will be done is provided for in the contract, a clear demonstration that the company regards the union more as a partner rather than as an adversary. Typical of the management's attitude is the following statement made by one of the top officials of the plant:

"The union and the company are a team. If the men are to make a living the company must be in a position to pay their wages, so each must get along with the other. In working out our common problems, judgment must govern, leaving no place for opinions and prejudices that grow out of personal animosities. These destroy judgment and undermine confidence to the detriment of all."

Action is bilateral rather than unilateral and as a result the relationship has prospered.



The relative stability of the working force has also been a factor in producing a stable relationship as well as a result of the good relations that do exist. For example, out of a working force of 600 men, 100 or 16 2/3% of the men have worked for the company 20 years or more; 54, or about 9% have been employed over 15 years; and 116 or about 19% have been with the company 10 years. Almost half of the men at the plant have been employed there ten years or more, indicating a relatively low rate of turnover. Thus the relationship between the parties has been furthered because of the long experience these men have had with collective bargaining procedures and their satisfaction with the results of such bargaining. In short the working force has been nurtured on a diet of collective bargaining and has come to recognize it as an orderly process for the settlement of disputes.

The causes of industrial peace, as found in this study, are numerous and no one element can be singled out as the most important factor. Instead all of them are bound together by a series of inter-relationships and together make up the whole. Because of the difficulty of isolating the various factors some of the following points will necessarily overlap. Neither should they be considered as adding up to a complete synthesis, since removal of the points from their context does violence to the organic nature of the problem here considered. These findings represent no panacea for industrial relations. Each problem must be considered in the light of its own special conditions. Thus the following summary points out the features that have been outstanding in the development of peaceful relations in this particular case. This is not meant to imply that none of the points developed here can be applied to other situations, but it is intended to convey the conviction that no universally valid formula can be established to insure good industrial relations. With this in view the causes of peace in this study may be summarized as follows:

1. The parties have a long record of peaceful settlement of disputes. There has never been a strike or a lockout at the company and no pickets have ever patrolled the plant. This provides an excellent background for continued peaceful relations.
2. The union has been secure and the company has recognized it to be the bargaining agent for its employees. This security has made it possible for the union to direct its energy toward other issues and has helped clear the way for consideration of the main issues of wages and working conditions.
3. The union officials have constantly kept in mind the wishes of the membership when conducting negotiations and as a result the settlements have reflected the membership's desires as nearly as possible. Settlements have arisen from within rather than been imposed from above.
4. The approach to the problem of industrial relations has been one which could be termed "problem solving", i.e., both parties bring their problems to the conference table and throw them open to full discussion in an effort to reach a joint settlement; they do not come together with a "this is it and nothing else will do" attitude. The basic attitudes and techniques have contributed to peaceful relations.
5. The company has regarded the union as the proper channel of communication with company employees.
6. The practice by the union of screening grievances has eliminated much unnecessary squabbling.
7. The informality that prevails in all discussions has provided wholesome flexibility. In their periodic meetings either party has been free to bring up any matters whether or not they were on the formal agenda.
8. The same officials of the company who are responsible for production also carry on the relation with the union. Thus a much better understanding is possible. Bargaining, as well as the day-to-day relations, is conducted by the same men on both sides without the necessity of calling in outside parties. As a result mutual understanding is sustained over time.

The future will be a measure of the relationship. The company and the union have established precedents on which they can draw; relations in the plant are on a firm basis of common respect. In the light of this it seems safe to conclude that with the background the parties have of peacefully settling disputes they should be able to handle future problems that arise between them, such as

those which are bound to come with a change in business conditions. If, for example, the price level should fall and the general business outlook take a turn for the worse certain adjustments in wage rates may be necessary. This will subject the relationship to a real test.

This is not to imply that the main reason the relations between the parties have been peaceful is because the period covered by the study has been extremely favorable. It is admitted that the business outlook over the past eleven years has been favorable and that the company has been financially able to grant wage increases and other benefits. That this is not the only factor however is demonstrated by the fact that many of the automobile companies, the coal industry, and others, with which those who read the daily papers will be familiar, have had considerable difficulties during this same period. Thus the fact that the business outlook has been favorable during the period covered by the study does not seem to be the most significant factor.

Future relations, then, will furnish a real test of a relationship that has reached its maturity under generally favorable conditions. While it is quite possible that serious troubles will arise in the future between the parties, they are clearly well equipped to resolve the issues as they emerge.

The union-management relationship developed by the parties is now ready to step out of its infancy into a mature stage. This stage should reflect the lessons the parties have learned during the period of their childhood and make it possible for them to continue working together without incessant strife.

APPENDIX

## APPENDIX I

Contract Between National Zinc Company, Incorporated,  
and United Acid and Smelter Workers Union, for the Year 1948

## AGREEMENT

This Agreement, made and entered into by and between the National Zinc Company, Inc., a corporation of the State of New York, Party of the First Part, hereinafter known as the Company, and the United Acid and Smelter Workers Union of Oklahoma, a corporation of the State of Oklahoma, Party of the Second Part, hereinafter known as the Union, is made and entered into for the purpose of maintaining harmonious relations between the parties hereto and for their mutual benefit.

The fulfillment of this Agreement shall be guaranteed by both parties, and it shall be their duty to see that this Agreement and other supplemental agreements are carried out both in letter and in spirit.

## ARTICLE I

Sec. 1 It is the intention and the right is hereby conceded by the Company that the Union shall be considered the exclusive bargaining agency for all the employees of the Company in its Bartlesville Plant, over whom it may properly claim jurisdiction. (It is hereby agreed that the Union does not have jurisdiction over office employees and holders of monthly paid jobs.)

Sec. 2 The Company agrees that when the Smelter Gas Company needs men, except office employees and/or holders of monthly paid jobs, they will, if available, be supplied by the Smelter Department. It is agreed that before any new men are hired, available men in the Acid Department will be given employment.

Sec. 3 The Company will make deduction from the pay of each employee covered by this agreement for union membership dues, including initiation fees and assessments, provided that at the time of such deduction the Company shall be in possession of a subsisting written assignment executed by the employee in the following form:

I hereby assign to United Acid and Smelter Workers Union of Oklahoma, from my wages each month, a sum of money sufficient to cover my membership dues, which are hereby stipulated to include monthly payments to the Union not exceeding two dollars per month, an initiation fee of not to exceed ten dollars, and assessments not to exceed twenty-four dollars per annum, all if, as and when certified by said Union.

I hereby authorize and direct you to deduct such amounts as may be due by virtue of this assignment and authorization from my first pay for each month and to remit such amounts to said Union.

This assignment and authorization shall remain in effect until revoked by me and shall be irrevocable for a period of one year from the date hereof, or until the termination of the collective bargaining agreement between the Company and the Union, whichever occurs sooner; and I agree and direct that this authorization shall be automatically renewed, irrevocable for successive periods of one year unless written notice of its revocation is given by me to the Company and the Financial Secretary of the Local Union by registered mail, return receipt requested, not more than twenty days and not less than ten days prior to the expiration of each term of one year or prior to the termination of the applicable collective bargaining between the Company and the Union, whichever occurs sooner. Such notices of revocation shall become effective for the month following the month in which such written notice was received by the Company.

Sec. 4 The regular monthly dues shall not be in excess of \$2.00, assessments not to exceed \$24.00 per year. The Company will deduct initiation fees not exceeding \$10.00 at the rate of 50 cents for each day worked. The Company shall continue to make all such deductions as specified until thirty days after it has received a signed notice from the employee to discontinue such deductions. This notice shall also be endorsed by the financial secretary of the Union. It is agreed that should the employee leave the Company, the request shall be deemed to be cancelled as of that date, provided he furnishes the Company with a receipt signed by the Financial Secretary of the Union, showing that all dues and assessments due the Union are paid.

## SETTLEMENT OF DISPUTES

### ARTICLE 2

Sec. 1 Whenever a dispute arises on the plant, it shall be the duty of the employee or employees involved to at once take up the question with the foreman. If they fail to agree, it shall immediately be referred in writing, on forms prepared for the purpose, to the Superintendent or the Management of the plant by the Grievance Committee. Said employee has the right to call other employees as witnesses in his behalf.

Nothing in this section shall prevent the Committee or a Committeeman from intervening at any stage of the dispute or from initiating grievance claims.

No dispute shall be formally considered by the Superintendent or General Manager without having present at least three members of the Union Committee.

Sec. 2 In case these parties fail to reach an agreement, the dispute shall be considered as dropped if not submitted for arbitration within ten days.

Sec. 3 If the case be submitted to arbitration, the Company shall appoint a representative and the Union shall appoint a representative

and they shall select a third party within five days, and the three shall review the case and reach a decision within fifteen days. Should the two representatives be unable to agree on a third party, as above provided, the Director of Federal Mediation and Conciliation Service shall be requested to furnish a third party from the regular arbitration staff, and the man so designated shall be accepted by both parties. Any expense incurred by securing the third man shall be borne equally by both parties.

Sec. 4 Pending a final settlement (as provided in Sections 1, 2 and 3 of this article) of any disputes, the plant shall continue its operations, and all employees and parties involved shall remain at work, except discharged employees.

Sec. 5 It is agreed that both parties to this agreement will, at the request of either party, take up for consideration the wage scale as a whole or in part when made necessary by business conditions, fluctuation in the market price, or other conditions affecting the industry or employees. It is, however, agreed that the classification of jobs and their relation to other jobs in the plant shall remain fixed for the life of this agreement except when changes are made in the amount of work done or in working conditions.

Sec. 6 The Company agrees that in the event of any change in wage rates, production or working conditions, or creation of new classifications, the Management will advise the Union President or Committee in writing before such changes are made, and adjustments will be made to the satisfaction of both parties, as provided in Sections 1, 2 and 3 of this article.

Sec. 7 Any and all work performed in violation of Section 6, after written notice of such alleged violation has been served on the Company, shall be paid for at the rate of time and one-half. In case of new classification, wage rates and adjustments shall be made to conform to wage rate finally decided on.

#### MANAGEMENT-DISCRIMINATION

#### ARTICLE 3

Sec. 1 The management of the works and direction of the working forces, including the right to hire, suspend, discharge or transfer for proper reason and the right to relieve employees from duty because of lack of work or for proper reasons, and the right to schedule and determine the working hours and days of various jobs involved in operations is vested exclusively in the Company, provided that none of the aforementioned provisions will be used for the purpose of discrimination or used in such ways as to affect the seniority rights of any member of the Union, and provided also that the schedule of work days on any job may not be changed except before the beginning of the work week.

The starting time of the furnace charging crew shall not be changed except with the consent of the Union.

Sec. 2 The Company agrees to promptly notify the proper Union official of any disciplinary action taken with respect to one of the Union's members.

Sec. 3 When an employee is required to leave his job to fill another place, he shall be paid his regular rate or the rate of the place he is filling, whichever is higher. No employee shall be required to leave his regular job to fill another place without his consent unless loss of production would result from his refusal; and in determining that question the Company will take into account the available manpower capable of filling the particular job.

Sec. 4 The Company will not discriminate against any employee because of his affiliation with said Union, or on account of his participation in any previous strikes or disagreements of any nature. The Union will not defend or support anyone who is guilty of calling a strike in violation of this agreement.

Sec. 5 The Company agrees that whenever it increases its working force, in any department, preference shall be given to its regular employees who may have been laid off from other departments.

Sec. 6 In no case shall a foreman do work which would result in loss of wages to any member of the Union.

Additional compensation will be paid to any Union member for such time as he may be designated to act as foreman; provided that no member shall act in such capacity until notice of his designation has been given to a Committeeman by the Company.

#### STRIKES - LOCKOUTS

##### ARTICLE 4

Sec. 1 It is the intent and spirit of this Agreement to avoid strikes and to prevent lockouts, and it is specifically stated and agreed upon that no strike shall be called or lockouts effected until all means of final disposition of any matter in dispute have failed.

Sec. 2 The Union agrees to furnish men from the Union to unload materials and maintain the Company's plant without production in case of a strike. Such men shall be paid the prevailing wage and subsequently adjusted if the strike has been called because of a wage dispute, and if upon settlement of said strike, wages are increased.

#### PAYMENT OF WAGES

##### ARTICLE 5

Sec. 1 The Company agrees to pay employees on the 5th and 20th of every month, all wages due on the first and sixteenth, respectively.



Sec. 2 Each employee shall be permitted to draw an advance payment against the amount then due him on the current payroll, once and only once during each pay. The amount so drawn shall not exceed the amount of wages then due, less all deductions for the pay period, and will be paid in multiples of \$5.00 only. In no case will an advance of more than \$50.00 be made. The amount due will not be computed exactly since the payment is not intended as a final settlement but as a substantial advance against work performed.

Advances will not be made on the following days: 1st, 2nd, 15th, 16th, 17th and the last day of the month; holidays, Saturdays after 12:00 noon and Sundays. On all other days, advances will be made between the hours of 8:00 and 12:00 noon, 1:00 p.m. and 4:30 p.m.

Advance checks will be given only to an employee to whose order they are drawn, except that in an emergency they will be given to an adult member of the employee's family, who presents a written order signed by the employee himself. Standing orders will not be accepted.

Checks will not be issued to employees during hours they are on duty.

Sec. 3 If any employee is injured in the course of his employment to an extent that makes it impossible for him to complete his work for that day, he shall be paid for the full work day during which the injury occurs. All injuries must be reported immediately to the foreman in charge. If an employee has a compensable injury which requires medical attention but does not prevent him from working, the Company will make such medical attention available to the employee at such hours that he may obtain it without loss of time from his work.

Sec. 4 All employees working on scheduled jobs shall be paid shift differentials in accordance with the following schedule:

<u>SHIFT</u>	<u>DIFFERENTIAL</u>
First or day shift --- Any work starting after 4:00 a.m. to and including 12 noon .....	None
Second or middle shift --- Any work starting after 12 noon to and including 8:00 p.m. ....	4 cents per hour
Third or night shift --- Any work starting after 8:00 p.m. to and including 4:00 a.m. ....	8 cents per hour

The furnace charging crew which consists of all employees who work on the following jobs viz:

Charger, 1st and 2nd	Chiseler	Condenser Cleaner,
Shoveler	Stamper	short shift
Bumper	Casting Cleaner	Helper
Open Retorts	Loamer	"Burning In"
Hooker		

are considered as working on the day shift.

HOURS AND OVERTIME

ARTICLE 6

Sec. 1 It is the mutual intent that no employee shall work more than eight hours in any one day except when due to a change in his working hours or to a change in shifts. Should it be necessary to work an employee more than eight hours in any one day for other causes than the above, he shall be paid one and one-half times his regular rate for such overtime work.

Any employee who works two successive shifts for any cause shall be paid one and one-half times his regular rate for all hours over eight.

Any employee who is required to work on one of his scheduled off days shall not, because of that fact, be laid off without his consent on one of his scheduled work days.

Sec. 2 Forty hours shall constitute a week's work. All time worked in excess of forty hours per week shall be paid for at the rate of one and one-half times the regular rate of pay.

Sec. 3. When men are called for work without at least three hours' notice, they shall be paid one and one-half times the regular rate of pay of the job on which they work for all hours worked but not less than three hours. No overtime shall be deducted from the weekly forty hours allowable. This rule does not apply if the man is called after failure to report for his regular job on that day. Furnace extra men who are required by their foremen to report for work but who are not instructed to fill some vacancy in the regular furnace crew, shall be given four hours' work in the furnace department at the furnace helpers' rate, provided that no man so employed shall replace a furnaceman who holds a regular job.

Sec. 4 Overtime in any department in which there is no lineup shall be offered to available, qualified employees in order of plant seniority beginning with the oldest, except that in the pottery the date the employee last started work in that department shall govern.

Overtime in lineups shall be offered to available, qualified employees of the classification required, in order of their seniority in that classification. If none is available or willing to accept the job, it shall be offered to others in the same lineup in order of their position in the lineup beginning at the top.

A man shall be considered available if he is at the plant and his presence is known by the foreman who directs the overtime work, or if he can be called by telephone to do the job without loss of operating time and without payment of more overtime than if the work were done by a man already at the plant.

If overtime work develops on a job at the end of a day's work that was assigned in the regular manner, then the man or men working on that job shall be offered the overtime.

In computing fractional parts of an hour overtime, one-half hour at one and one-half times the regular rate shall be paid for 30 minutes or less; and one hour at one and one-half times the regular rate shall be paid for all time worked in excess of 30 minutes up to and including one hour. This rule shall also apply to half-shifters in the furnace department after the first hour.

No employee shall be required to work overtime against his wish unless loss of production would result from his refusal, and in determining that question the Company will take into account the available manpower capable of filling that particular job. In such circumstance the employee is entitled to be paid his regular rate or the rate of the place he is filling, whichever is higher.

The Union and the Company will determine by negotiation the trade or craft lineup in the maintenance department that overtime should be offered to for each type of job that can be anticipated.

Sec. 5 Any employee may declare himself unavailable for all, or any particular type of, overtime work by signing a statement indicating his desires. The employee may have his name removed from the unavailable list at any time upon written request to his foreman.

Sec. 6 Any employee who reports for work according to schedule or orders shall be given a minimum of one-half day's work unless he has been given at least three hours' notice not to report. This will not apply to a man reporting at his own wish and risk.

## CLASSIFICATION AND WORKING CONDITIONS

### ARTICLE 7

Sec. 1 A regular furnace crew shall not be required to change more than eighteen retorts without extra help. Each retort carried from another block shall be counted as equivalent to two taken from the retort kiln of the block in question.

Sec. 2 Should any employee on the furnace half shift, after finishing a shift, be required to work on another job, he shall be paid at one and one-half times his regular rate for all hours worked but not less than one hour.

On such overtime work in the furnace department the maximum number of retorts which a crew composed of such men shall be required to change for an hour's work shall be as follows:

9 retorts for a crew of 5 men  
 12 retorts for a crew of 6 men  
 15 retorts for a crew of 7 men  
 18 retorts for a crew of 8 men  
 21 retorts for a crew of 9 men

Sec. 3 Nine men (not including fireman) shall constitute a furnace crew

on a 208-retort furnace. Ten and one-half men (not including fireman) shall constitute a furnace crew on a 304-retort furnace. Ten and three-fourths men (not including fireman) shall constitute a furnace crew on a 328-retort furnace. Three men (fireman included) shall constitute a furnace crew on an 80-retort furnace.

Sec. 4 Extra help shall be given the half shift on any furnace where bottom cleaning or pillar changing is required. Three men shall be furnished when bottoms are to be cleaned and two when pillars are to be changed. A day's work shall be one and one-half sections of bottoms or two strings of pillars. The extra crew shall be required to stay on the job until the shift is completed. If extra help is not on the job by 4:00 a.m., foreman will advise furnace crew as to who has been called and they can then elect whether to start or wait.

Sec. 5 Established per ton rates shall be paid for unloading ore, coal, clay, etc., when this work is done on contract basis. Overtime rates shall be paid for more than eight hours in one day or more than forty hours per week at the rate per ton established in the contract.

Sec. 6 Half-shift furnace men shall continue to oil their own shields and carry their tools to and from the blacksmith shop when repairs are needed.

Sec. 7 The Supplemental Agreement dated April 1, 1946, approving the classification of Bricklayer Improver, is hereby confirmed and made a part of this agreement.

Sec. 8 It is agreed that the following rule shall govern in all cases of unauthorized absence:

Furnace Department:

Any employee of the Furnace Department, who is absent without a valid excuse more than one day per pay period, shall be given a warning. If he works a 7-day week before the next unexcused absence his record is cleared.

If he is absent a second time without valid excuse, he shall be transferred to the bottom of the extra list for a period of 14 calendar days. This period shall be shortened one day for each 7-day week worked during the period.

If he is absent a third time without valid excuse, he shall lose his regular place and be transferred to the bottom of the extra list. He shall remain on the extra list for a period of 28 calendar days before he may bid on another job. This period shall be shortened one day for each 7-day week worked during the period.

If he is absent a fourth time without valid excuse, he shall be interviewed by the Union Committee and warned that if he is absent again without valid excuse, he will forfeit the right to report pay.

The record of any employee may be cleared by working two consecutive pays without an unexcused absence.

Departments Having Lineups:

In departments in which there are lineups an employee who is absent without a valid excuse shall be warned on the first occasion.

On the second occasion he shall be transferred to the bottom of the lineup, or if he is already at the bottom, he shall be transferred to the bottom of the yard gang for a period of 14 calendar days, after which he shall return to his regular job. This period shall be shortened one day for each 7-day week worked during the period.

On the third occasion he shall be transferred to the bottom of the lineup, or if he is already at the bottom, he shall be transferred to the bottom of the yard gang for two pay periods, after which he shall return to his regular job. This period shall be shortened one day for each 7-day week worked during the period.

If an employee has been transferred to the yard gang because of unexcused absences and if, before he has cleared his record, he is absent again without a valid excuse he shall be interviewed by the Union Committee and warned that if he is again absent without valid excuse, he will forfeit the right to report pay. He shall not return to his former job until he has worked two consecutive pays without an unexcused absence.

The record of any employee may be cleared by working two consecutive pays without an unexcused absence.

Pottery:

In the Pottery Department an employee, who is absent without a valid excuse, shall be warned on the first occasion.

On the second occasion he shall be transferred to the job of pottery laborer for 14 consecutive calendar days and shall have less seniority during that period than pottery laborers established as of the date of transfer. At the end of the period he shall return to his regular job. This period shall be shortened by one day for each 7-day week worked during the period.

Pottery laborers, who are absent without valid excuse, shall be transferred to the bottom of the yard gang under the same conditions as outlined for men at the bottom of lineups.

The record of any employee may be cleared by working two consecutive pay periods without an unexcused absence.

Yard:

Yard employees and others not included in Furnace or Pottery Departments or departments in which there are lineups, shall receive a warning after the first absence without valid excuse.

On the second occasion he shall be transferred to the bottom of the yard

gang for 14 calendar days, after which he shall return to his regular job or have his full seniority rights returned. This period shall be shortened by one day for each 7-day week worked during the period.

On the third and each successive occasion he shall be transferred to the bottom of the yard gang for 28 consecutive days, after which he shall return to his regular job or have his full seniority rights returned. This period shall be shortened one day for each 7-day week worked during the period.

If an employee, who is at the bottom of the Yard gang because of unexcused absences, is absent again without a valid excuse, he shall be interviewed by the Union Committee and warned that if he is again absent without valid excuse, he will forfeit the right to report pay.

The record of any employee may be cleared by working two consecutive pay periods without an unexcused absence.

#### General:

Under the terms of this agreement a valid excuse means something beyond the control of the employee such as floods, fire, sickness, transportation difficulties, or other circumstances which make it impossible for him to report for work or to arrange in advance for absence. If a Furnace Department employee who is to report at 3 a.m. should oversleep he will be excused if he presents himself for work before 7 a.m. but shall not be entitled to report pay.

A man, whose work or classification is changed by reason of this rule, shall receive the wages regularly paid for the job on which he works during the period of such change, any provisions of the currently effective Union contract to the contrary notwithstanding. No man's plant or departmental seniority shall be affected by the operation of this rule except as herein stated.

Sec. 9 Any employee who absents himself from his work for more than one full pay period, without valid excuse, shall be deemed to have terminated his employment as of the last day he worked.

Sec. 10 Any employee who is absent for two or more consecutive shifts in the furnace department or one or more shifts in any other department, shall notify his foreman of his intention to return to work at least 16 hours in advance of the time he intends to return.

Sec. 11 It is agreed that in addition to his other duties a day's work for the sulphur wheeler shall be considered to be 80 wheelbarrowloads of 300 pounds each, or 24,000 pounds per shift, to be wheeled from either stockpile or railroad car as required, and put through the grating above the hopper.

If the burner consumes less than 24,000 pounds per shift, he may be required to make up the difference by unloading from railroad car to stockpile. If there is no sulphur to unload, he shall not be required to perform other work not connected with the sulphur burner.

If the burner consumes more than 24,000 pounds per shift, and he is required to handle the excess, he shall be paid at the rate of three cents per 100 pounds for such excess amount as he handles over 24,000 pounds per shift.

The Company may, at its option, furnish help, at yard wages, to handle the excess, in which case no additional payments will be due.

## HOLIDAYS

### ARTICLE 8

Sec. 1 Work on Sundays and the following named holidays: May 30, Fourth of July, Labor Day, Thanksgiving, December 25, and January 1, shall be paid for at the rate of one and one-half times the regular rate of pay for all employees except furnacemen and holders of other 7-day jobs, as constituted on July 1, 1948, who shall be paid one and one-half times the regular rate of pay for the above named holidays only. The establishment of other 7-day jobs will be made a subject for negotiation. Blacksmiths are to be paid one and one-half times the regular rate for all hours worked on Sundays and holidays.

Sec. 2 Any employee upon accumulating the number of years of continuous service shown below shall receive the indicated number of days vacation with pay:

<u>Years of continuous service</u>	<u>Days vacation with pay</u>
1 to 4 inclusive	5
5 to 14 inclusive	10
15 and over	15

Vacations shall be taken at such time as will not interfere with the operation of the plant, but as near as possible to the time requested by the employee.

In determining the order in which employees of any department may take vacations the same principles shall apply as in other matters of seniority in that department. If an employee desires to change the date already assigned to him at his request, he may do so provided the change is satisfactory to the Company and does not interfere with the vacation schedule of a fellow employee.

Employees may not receive pay in lieu of vacations except by special agreement of the Union and the Company. On May 31st of each year this contract is in force, the Company shall pay each employee for all or any part of vacation not received or paid for before that time. Such payment, if due, shall immediately be made to any employee who leaves the employ of the Company for any reason, or to his estate in case of his death.

Time lost because of sickness or injuries shall be considered as time worked in computing eligibility for vacation allowance.

The Company agrees, without further commitment, to give fullest consideration to a pension plan for the non-salaried employees in order to determine whether there is any basis acceptable to both Company and Union on which an adequate plan can be put into operation.

## SENIORITY

### ARTICLE 9

Sec. 1 Smelter employees hold seniority only in the smelter; acid plant employees hold seniority only in the acid plant.

Night welders or electricians from the smelter or acid departments shall work in the other department only during their regular scheduled hours and then only on breakdown jobs that involve loss of production.

Sec. 2 Vacancies in lineups are filled by advancing qualified men from jobs lower in the lineup except that if none is qualified or willing to advance, the vacancy shall be filled as provided in Section 3. If no one qualified is found by this method, the vacancy may be filled by employing a new man.

Sec. 3 Notices of vacancies or new jobs at the bottom of lineups, or in departments where there are no lineups, shall be posted in all departments of the plant in which the vacancy occurs and shall specify the location of the job, shift and rate.

Bids shall be received by the Company for five days. The vacancy shall be filled by the bidder with the longest service record who is qualified. If the foreman, who advertised the job, is reasonably certain that the oldest bidder is not qualified to fill the job, he may so advise the Committeeman of that department and if the Union agrees with the foreman, the man will be advised that he should withdraw his bid. In the event that he still insists on a trial and fails to qualify, he shall be paid his regular rate or the rate of the job he bid on, whichever is least. If qualified bidders are not found, the vacancy may be filled by employing a new man. A locked ballot box shall be furnished by the Company and all bids shall be placed therein. In the event an employee bids for more than one job at the same time, he shall indicate the order of his preference for the jobs bid on. All bids shall be made in duplicate and the Union shall be furnished a copy of all bids. Vacancies of less than two weeks' duration and also vacancies in process of being filled by bidding shall be filled from available, qualified employees in order of their seniority as follows:

If the vacancy is in the Acid Plant, it shall be filled from the Acid Yard gang.

If the vacancy is in the furnace department of the smelter, it shall be filled from the Furnace Extra Gang, and if the duration of the vacancy be known, the man who elects to accept the vacancy on the first day shall be considered to have prior rights to the job for the duration of the vacancy.



If the vacancy is in any other department of the Smelter, it shall be filled from the Smelter Yard Gang.

Sec. 4 A man taking a new job shall have a trial period of five days in which to qualify and during which time he may elect to return to his former job. Should the Company declare that he has failed to qualify, it shall furnish in writing to the president of the Union, evidence thereof and the reasons for disqualification. If qualification is proved and a man is accepted, he shall be considered established on that job as of the date the trial commenced and so long as he continues to properly discharge his duties.

In case he fails to qualify or refuses to advance in a lineup when opportunity offers, he shall retain his rights to his former job and shall be eligible to try for future advancements or bid on future vacancies. Any man who advances around him in a lineup shall also descend around him in case of a reduction of forces. In no case shall he be displaced by a man who has been in the lineup a shorter time.

Sec. 5 Furnace department vacancies shall be filled by furnace department bidders except that if there are none, the vacancy may be filled by bidders from the other departments.

Sec. 6 Pottery department vacancies shall be filled by pottery department bidders except that if there are none, the vacancy may be filled by bidders from the other departments.

Sec. 7 When it becomes reasonably certain that a man will be away from his work for a period of fifteen days or more, his place will be advertised and bids will be accepted from men, who have previously proved qualification for the job and are not holders of steady jobs. During the interval between the beginning of the vacancy and the acceptance of a qualified bidder, the place will be filled as provided in Section 3 for vacancies of less than two weeks' duration.

Sec. 8 In case of a reduction of the working forces in a department in which there is a lineup, the man or men with the least plant seniority at the bottom of the lineup shall be the first to leave, and others in the lineup shall step down in order of their position in the lineup to fill the remaining jobs. The stepdown shall be in accordance with the principle established in Section 4 above.

In case of reduction of the working forces in a department in which there is no lineup, the man with the least plant seniority shall be the first to leave. In all cases the remaining employees shall be qualified to do the work.

Sec. 9 A man forced out of his job, by bumping or according to the provision of Section 8 or because of inability to continue to do the work required, shall for 30 days have the right at his option to:

1. Return to the last job held in any other department, or
2. Displace a man at the bottom of any lineup except that one he is leaving, or

3. Displace any man in a department in which there is no lineup. Provided that:

A. Only furnace men can "bump" into jobs in the furnace department other than extra jobs, and

B. Only pottery men can "bump" into jobs in the pottery department other than laborer, and

C. The man must be qualified to do the work and be older in service than the man he displaced. In case his former job reopens he shall within ten days elect to return to it or remain where he is.

D. Should the holder of the bottom job in any lineup refuse a promotion, the last man who entered that lineup shall then become eligible for bumping.

E. A man shall be considered unable to continue to do the work required if his statement to that effect is approved in writing by both his foreman and a Union Committeeman from his department; or upon presentation of a written statement from a physician attesting to the disability and setting out the clinical observations and tests which the physician holds to be adequate proof of the man's statement. Such physician's statements shall be made on regular forms provided by the Company and approved by the Union.

Sec. 10 In the event that a job is discontinued for a period of not more than ten consecutive days, the man holding that job shall be offered work at such jobs as his seniority may entitle him to and to which he may be transferred without disturbance of operations. On such temporary assignments the employee's regular rate of pay shall not be reduced.

Sec. 11 Extra men on the furnace and yard shall have their choice of available jobs according to their length of service and ability to do the work required. Such a choice may be made only one time per day and at the time when work assignments are made at the start of the day.

Furnacemen who are offered work on their "off" days and who accept the assignment, shall be considered in all respects extra men at the bottom of the extra list for that day and are subject to any penalties to which regular extra men are subject.

Sec. 12 Men laid off for an indefinite period may retain their service record unbroken by notification of the Company in person or by registered letter at least once every calendar month. In the event that any employee, member of the Union, should be elected or appointed a representative of the United Acid and Smelter Workers Union of Oklahoma, which shall require his absence from his work, the Union officers shall confer with the Management and make satisfactory arrangements for the time and duration of his absence. He shall then be permitted absence from his work as agreed without forfeiture of any of his seniority rights.

## SAFETY

## ARTICLE 10

Both parties agree that the health and safety of the employees are major responsibilities to be borne equally by both. To insure the success of a health and safety program two things are needed, adequate facilities and full use of those facilities. The Company agrees to provide the facilities including safe equipment and methods of handling materials. The Union agrees to encourage proper use of these facilities and full participation of all employees in this program. Both agree that investigation of accidents shall be impartial and the results thereof reported fully. To obtain the purpose sought, the following procedure will be carried out:

Sec. 1. A weekly Safety Meeting shall be held in each department.

In the Furnace Department these meetings shall be of 15 minutes duration. For the charging crews, they shall be held at the most convenient time between 3 a.m. and 4 a.m. For the day Metal Drawers and other day shift workers they shall be held at the most convenient time during the day. For the night Metal Drawers and the other night shift workers they shall be held at the most convenient time during the night.

In all other Departments these meetings shall be of 30 minutes duration, scheduled by the foreman with consideration for the most convenient time for the man and least interference with production schedules.

The purpose of these meetings shall be discussion of the safety problems of the department and to report any mechanical or other conditions that may need attention in the interest of safety. Reports of these meetings are to be made on a form provided for this purpose.

These departmental safety meeting reports will be reviewed at the weekly Foreman's Safety Meetings and suggestions for mechanical or other changes will be considered and classified as follows:

- A. To be done immediately.
- B. To be deferred temporarily for lack of time or material.
- C. Considered and found impractical.

The results of these meetings will be reported to the Company Management and summarized in a quarterly report to the Union.

Sec. 2 Accidents causing loss of time will be investigated by a representative of the Company and a representative of the Union in an effort to determine the cause and to arrive at recommendations to avoid recurrence. These investigation reports will be read at departmental Safety Meetings.

Sec. 3 The Company will maintain an adequately equipped First Aid room with a qualified attendant available during the hours of 7:30 a.m. to 4:00 p.m. Night supervisors will be qualified to render First Aid during the hours they are on duty.

## ADDENDUM

The provisions of this addendum shall become effective only after the Union has complied with the provisions of the Labor-Management Relations Act of 1947 pertaining to the making of a union shop agreement.

All present employees covered by this agreement shall, as a condition of continued employment, maintain their membership in the Union during the life of this agreement through the regular payment of dues to the Union. The Company may hire new employees from whatever source it desires, but all new employees covered by this agreement shall, as a condition to their continued employment, join the Union within thirty (30) days from the date of employment and shall maintain membership in the Union during the life of this agreement through regular payment of dues to the Union. The Union agrees to accept as members all present and future employees covered by this agreement on the same terms and conditions which governed the admission of present employees to membership.

In making contracts with independent contractors for performance of work at the Bartlesville plant, the Company shall include in all said contracts a requirement that the employees of the independent contractor doing such work, present Union membership cards or procure the same within thirty (30) days from the date of their beginning work at the plant. The provisions of this section shall not apply to such employees as may be employed in supervisory, clerical, technical or expert capacities.

Each new employee shall, at the time of employment, be required to sign (1) an application for membership in the Union, (2) a checkoff card authorizing the deduction of Union dues, initiation fees and assessments from his wages, and (3) a card stating that he has been employed and has made application for Union membership. This card must be immediately presented to any Union Committeeman who shall countersign it and return it to the employee. It shall then serve as a temporary permit to work until the Union has taken official action on his application.

## CONTRACT TERMS AND SCOPE

## ARTICLE 11

Sec. 1 This Agreement shall become effective as soon as ratified and signed by both parties; shall be binding upon both parties and the persons whom they represent; and shall remain in force and effect until May 31, 1949. Sixty days preceding the expiration of this Agreement, the Parties hereto will begin negotiations for a new agreement, and if an agreement shall not have been reached by May 31, 1949, this contract shall be extended and remain in full force during the period of further negotiations.

Sec. 2 It is specifically agreed that nothing in this contract shall

be in conflict with any State or National legislation, or with any Govern-  
mental orders or regulations having the force of law, not in force or here-  
after enacted.

EXECUTED the day and year above written.

NATIONAL ZINC COMPANY, INC.  
W. H. LEVERETT, General Manager

UNITED ACID AND SMELTER WORKERS  
UNION OF OKLAHOMA  
JOHN MARSHALL, President

Attest:  
CLAUDE B. McDONALD, Financial Secretary

STRATMORE P

100-65AG

BIBLIOGRAPHY

## BIBLIOGRAPHY

Harbison, Frederick H. and Dunn, Robert. Patterns of Union Management Relations. Chicago: Science and Research Associates, 1947.

ORE PARCNMENT

70% GAS U.S.A.

STRATHMORE PARC

70% GAS U.S.A.

STRATHMORE

STRATHMORE PARCHMENT

100% RAG U.S.A.

Typist: Mrs. Lewis Drehman