INDUSTRIAL RELATIONS GAME

A SIMULATION FOR USE IN MANAGEMENT DEVELOPMENT, COLLEGE COURSES, AND RESEARCH

by

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PREFACE

Without the help and cooperation of many people, this game would not have been developed.

The writer would like to acknowledge a few of these: Professor Philomena Mullady of Loyola, who first introduced the writer to business games and under whose guidance this game was written; Professors Henneghan and Rezler of Loyola for their help and encouragement; Professor Harold Guetzkow of Northwestern University and his staff; Professor French of Washington University; Messrs. Robbins and Lackman of Trans-Canada Air Lines; Harper and Brothers, publishers of Maxwell Copelof's Management-Union Arbitration who granted permission to use case material from that book.

Special thanks and appreciation go to my wife, Amy and to our four children, who "have missed our daddy," whose cooperation and acceptance of many extra family tasks for two years have made possible the writing of this game.
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CHAPTER I

INTRODUCTION

Because the business game is a fairly new development, some readers may wonder just what a business game is. A comparison to the Link Trainer will help to describe it.

A Flight Simulator

The Link Trainer is a device for teaching pilots the techniques of blind flying. Inside, it resembles the cockpit of an airplane. The flying controls are all there, the pilot's seat and his instruments. In the trainer, the student-pilot practices blind flying. All outside light is cut off, and the trainer looks and feels like the inside of a pilot's compartment on a dark night.

As the student pilot operates the controls, the instruments react as they would on an actual plane in flight. The engine speeds change, the air speed varies, the plane turns, climbs, and responds to the pilot's moving of the controls according to the instruments. Pilots say it is very real.

It has several advantages over learning to fly by instruments in a real plane. Most obvious, if the student makes a
mistake, the result is not serious. Second, though expensive, the cost of a Link Trainer is much less than that of the plane it simulates. A student can learn much more quickly in a trainer which does not have to wait for night, be flown by an experienced pilot, take off, land, and do numerous other time consuming activities which are not related to instrument flying.

The Industrial Relations Game is a simulation of certain parts of industrial relations, just as the Link Trainer is a simulation of certain parts of flying. It is a new development in the field of business games.

A Management Simulator

The American Management Association's "Top Management Simulation" is generally credited with being the first of the business games. It simulated the problems faced by the top decision makers of a large corporation such as the board of directors. Decisions were made relating to productive capacity, research, financing and sales effort. The results of these decisions were calculated by a computer and fed back to the players in the form of financial statements, sales and production reports. Several years' experience in making decisions could be simulated in a short time.

It is probably accurate to say that all business games today

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1 see Franc M. Ricciardi and others, Top Management Decision Simulation (New York, 1957).
are based on the A.M.A. game, either directly or indirectly. A business game, then, is a simulation of one or more business occupations in which the players are given reports and information indicating the status of their business. Using this information they direct that various business actions be taken. The results of these actions, as they affect the business, are calculated and reported in turn to the players. Andlinger, one of the first writers on the A.M.A. game, defined a business game as "a set of rules that corresponds to the economics of a business as realistically as possible within the limitations of a game structure."\(^2\)

**Advantages of Simulation**

The reader has probably discovered that the advantages of the Link Trainer are paralleled by similar advantages in the business game. Mistakes in both simulations are without serious consequences. As in the flight simulator, the business simulator can greatly compress time. Most business games compress the simulation of several years' experience into a few hours or days.

The unique thing about a simulator is that it reacts to the persons using it. The pilot gives the plane the gas and the instruments show the plane climb. The business game participant

cuts his prices and he gets a reaction; his sales may climb, or they may slump because a competitor cut his more! Business games are "alive" and the participant not only makes a decision, he lives with it and sees its effects. In the next period he can modify his actions and once again see the result.

The characteristic of having the simulated situation react to the participant, was introduced to business training in the A.M.A. game. A number of other games were developed along the same lines.3

Advantages of an Industrial Relations Game

In most college courses, the student learns possible solutions to business problems. In industrial relations courses, his attention is brought to some of the problems of human relations. In many cases, his eyes are opened to the non-monetary rewards which an employee expects and responds to. Knowing some of these approaches is one thing and putting them into effect is another. In business, in a union, in any organized activity, one must work with and thru people. A person must learn not to tread on the toes of those with whom he must work. He must learn to divide the work, sometimes with his subordinates, often with those over whom he has little authority. The ability to work with people is the most valuable single skill in any organiza-

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tion. It is essential to any leader.

In the business game, where the companies are represented by teams, one practices the skills of putting knowledge into effect thru people. The local union leader must reach his objectives with the help of the international union officers, his own local union officials, and his rank and file members. The corporate manager must organize his staff, determine objectives and obtain the co-operation of his staff in reaching them. Because of the great need for such skills in business, most management games have been developed by business for their management development programs.

Business games give the player an opportunity to put into practice and test his knowledge and ideas. Thru practice, trial and error, the participant learns some skills which are normally learned only thru experience. Foremost of these is decision making, for the participant in a game must make decisions on the basis of limited information as in real life. To succeed he must set goals, develop long and short range plans and work with people to achieve them. Organization of people, time, and resources are practiced and developed by the game participant.

Areas Included In the Industrial Relations Game

The Industrial Relations Game is a new variety of business game. The original plan of this thesis was to develop a game including most types of industrial relations activities: employment, lay-off, employee benefits, training, management develop-
ment, safety, union relations, labor agreement negotiations, grievance handling, and human relations. It became apparent that a game of this scope would be too cumbersome to use in either management development programs or college courses. It has been reduced in scope to include mainly the last four. Thru these, many of the related problems of industrial relations are introduced. In the course of the game, participants can expect to be involved in the following: labor agreement negotiations including such factors as wages, union security, and grievance handling; grievances, arbitrations, and strikes; rivalry among both companies and unions; development and implementation of labor relations policies; leadership, organization, delegation, time limitations, and use of manpower and staff; labor costs and production losses.

Related Management Games

Only one other game has been developed which is primarily an industrial relations simulation. This is the Collective Bargaining Game of the Bureau of National Affairs. It is confined to the negotiation of a labor agreement. The handling of the negotiations in the Industrial Relations Game is based on the techniques of the B.N.A. game.

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4For a discussion of this game, see Wendell L. French, "A Collective Bargaining Game Simulation Technique in Industrial Relations from BNA," Training Directors, XV (Jan '61), 10-13
Some of the approaches to this game were drawn from a third source in addition to the Collective Bargaining Game and the various business games. Professor Harold Guetzkow has developed an Inter-Nation Simulation which simulates international relations. There are many parallels between industrial relations and international relations. One of the most important of these is the inter-weaving of common interests with conflicting interests. Much can be learned about industrial relations thru study of the Inter-Nation Simulation.5

Applications

The Industrial Relations Game has two applications. First, it is a training tool for use in management development and in college courses. With it much experience can be gained more quickly and economically than thru actual experience. The second application is as an industrial relations "wind tunnel" for research purposes. Research with the Inter-Nation Simulation has shown considerable correlation between the real situation and the same situation simulated in a game.6

5The best available description of this game which has been compiled is in Richard A. Brody and Robert G. Noel, "Inter-Nation Simulation Participants Manual," Dittoed (Dept. of Polit. Science, Northwestern University, Evanston, Ill., 1960).

6The Inter-Nation Simulation was programmed to simulate the international situation of 1914. Thru use of psychological tests, the participants in the game were selected so that their personalities matched those of the Kaiser, Lloyd George, etc. The situation was not identified to the participants. The progress of the game very closely followed the pattern of mounting tension which led to World War I. A second run of the game with
Basis of Functional Relationships

Where data have been available, this game is based on real situations. Where data were not available, generally accepted relationships have been used in constructing the mathematical models. Most of the researchers developing business games have constructed their formulas on this basis. The formulas used in this game are shown for the use of researchers. Footnotes containing these formulas will be omitted in materials issued to participants.

6 nonmatched personalities developed a rapid decline in tensions and no war. - Based on a discussion with Prof. Guetzkow and his staff at Northwestern University, Evanston, Illinois, May 14th, 1962.

CHAPTER II

GENERAL DESCRIPTION OF THE SIMULATION

In the Industrial Relations Game, we simulate the industrial relations staffs of several companies administering the relations of its company with the union of its employees under their labor agreement, and the grievance procedure. Each company has a local union, whose president is one of the game participants. His relations with the company, with his members, and with his international union are part of the game.

The number of participants in the simulation is flexible as is the number of companies. Three to five companies are recommended, with two participants suggested to simulate the industrial relations staff of each company. One or three players may also simulate the company staff. Opposite each company is a Local Union President who represents his local in the game. If there are three companies in the game, there are three Local Union Presidents. In addition, there is one International Union President and one Union Organizer in the game.

The company participants represent the Industrial Relations Vice-President, his assistants and staff, in a company of about four thousand employees. Certain key grievances are referred
to the Industrial Relations Vice-President at the third step of the grievance procedure upon which he must make a decision.

At the start of the game there is a sizeable backlog of grievances and a degree of unrest among employees. Relations with the union are not cordial. The Industrial Relations Vice-President and his staff have the confidence and backing of the President of the company. He normally approves the recommendations of his industrial relations staff, but he sometimes rejects them. In the game these recommendations are automatically put into effect unless the participants are notified otherwise. It is the responsibility of the industrial relations staff to make and carry out policies which will improve the company's industrial relations.

The Local Union Presidents represent their unions in the game in protecting the interests of their members. Local Union Presidents may aspire to become the International Union President. On the other hand, if one accomplishes less for his members than do other local presidents, he may lose his office of Local Union President. Re-election of local presidents is affected by their handling of members' grievances, their relationship with their respective companies, the agreements they negotiate, and their relations with one another in the international Union.²

²The structure of the role of the local union president
Each of the competing companies starts the game as an equal; each has the same problems and the same business conditions. Any changes among the companies will be a direct or indirect result of the industrial relations policies which have been put into effect in that company.

The game is played in quarters which simulate three months operation. At the end of the third quarter, the current labor agreement expires and the participants have an opportunity to negotiate changes in their current agreement.

Starting Situation

The game is based on the experiences of a real company, which had a labor relations problem. This company tried a number of approaches to the problem, with varying degrees of success. These approaches were applications of what are generally regarded as good principles of labor relations. They were carefully studied, documented, and reported. ³

Prior to the time at which the simulation starts, the company had been organized by a union which was later expelled from the AFL-CIO because of its communist domination. It appeared to company officials that the union preferred to use the wildcat strike rather than the grievance procedure when there

was a grievance. While the old union had been thrown out and the locals aligned with a different international union, it appeared that the same type of unionism was still practiced by union stewards. The new union also found production supervisors hostile to it and unwilling to accept real collective bargaining. It is in this situation that the participants are placed at the start of the simulation.

Wage rates and the provisions of the grievance procedure which are simulated in the game are contained in the Labor Agreement. (See Chapter V.)

Unless otherwise noted, the reports in this game may be seen, on request, by any participant in the game. As a general guide, the referees supply such information as they can conveniently if it would be readily available in a business situation. Participants may withhold or give out information as they would in an actual business situation.

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4 Ibid 4-7.
CHAPTER III

INSTRUCTIONS AND RULES FOR THE PARTICIPANTS

In starting the game, it will be necessary to decide: a. the number of companies to be simulated; b. the number of participants who will simulate each company's industrial relations staff; c. what individuals shall simulate the union; and, d. what individuals shall be assigned to Co. A., Co. B., etc.

Those simulating the union will select among themselves individuals to begin the simulation as International Union President, International Organizer, and the President, Local A., Local B., etc.

If there is more than one participant simulating each company staff, they shall also organize themselves.

At the start of the game, each company and local union will receive a set of background materials which will include the existing labor agreement, a report of the previous quarter's labor relations, and a number of grievances. These have already been thru the first two steps of the grievance procedure. They must first be reviewed by the local union president, who may drop them, file them in the third step with the company, or seek to compromise them thru discussion with the company

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representatives. The grievances received at the beginning of the game by the company participants are presumed to have just been filed in the third step by the union.

The company in turn may grant the grievance, seek a compromise, or deny the grievance. In the latter case it automatically is filed for arbitration. A grievance filed for arbitration may be withdrawn at any time by either party which is willing to give it up. Participants' actions are noted by them on the grievance work slip. Grievances are normally arbitrated in the order filed.

The grievances used in this game are real ones which have been arbitrated. Applicable contract clauses are quoted in the grievances, and these shall be the effective ones at the beginning of the simulation. Each grievance processed by the company, union, and arbitrator represents several others which are routinely handled in the same manner by subordinates. For every grievance processed by the game participants, several will be shown on the Quarterly Reports as handled in a similar manner.

The game is played in quarters simulating ninety days business and lasting forty minutes. Grievances and other materials are to be returned to the referee(s) at the end of each quarter for tabulation of results.

The operation of the game is based on generally accepted
industrial relations principles and upon research studies. It is assumed that activities are carried out skillfully by subordinates.

**Labor Agreement Negotiations**

At the end of the third quarter, the current Labor Agreement expires. The company staff and the Local Union President may negotiate changes, including the duration of the agreement if they wish. Thereafter, any of the negotiated agreement changes, if in conflict with clauses in a grievance, shall be the effective ones. Such cases shall be arbitrated by the referee. No written opinion will be given by him except "granted", "denied", or "compromised."

Changes in wage rates including fringe benefits must be expressed in multiples of three cents per hour, above or below the average rate of three dollars per hour. Fringe benefits must be expressed as cents per hour cost. The length of time covered by the agreement may be changed, but it must terminate at the end of a quarter. Changes may be made in any of the clauses of the agreement and clauses may be added or eliminated. Any changes made must be written and adaptable to the game. To save time, words, phrases, etc. can be changed on the starting agreement or a memo can be written and clipped to the appropriate part of the agreement.

A Local Union President may call a strike if approved by
the International President. A Notice of Strike (Card P-5), available from the referee, must be prepared by the Local President and shown to the referee. The starting and stopping time shall be noted on it by the Local Union President as they occur. Each minute on strike will simulate about two days. Its effect on production and wages will be visible in the quarterly report. Union Participants

The specific union offices at the beginning of the game shall be assigned to individuals by such means as they shall choose. Thereafter, in union affairs, the International President shall have one less votes than the number of local unions in the game; each local president shall have one vote, and the organizer has no vote.

Any union participant can demand an election for International President, provided no election has been already held that quarter.

The International Union President can direct the organizer and any local president to exchange positions, but this can be done only once a quarter.

At the end of the fourth, tenth, and sixteenth quarters of the game, local union elections are simulated. The referee will notify the participants of the outcomes of these elections. That local president who has done the least for his members is replaced by and becomes the organizer. Such factors as favorable wage settlements, speedy handling of grievances, success-
ful handling of grievances, and time on strike are factors influencing member votes.

**Company Participants**

From time to time in the game, the industrial relations staff will receive news items, memoranda, and reports which may suggest the taking of certain courses of action such as an indoctrination program or a policy change. They are to be taken at face value; none are intentionally misleading. It will be up to the participants in the game to determine their relevance to the situation, and whether or not it is the best available action to take. Indicate activities you propose to take on an Activity Proposal (form P-4). Such actions are not limited to those suggested by these memos. The game is programmed to accommodate some actions which are appropriate to situations in the game but not suggested by the participant cards.

Time will be a limiting factor in two ways. The speed with which decisions are made will affect the game. Each company is assumed to have a professional staff of three men handling labor relations problems. The amount of time they have to spend on improving industrial relations is limited by time spent investigating employee complaints, time spent in negotiations, advising production supervisors, and in other Labor Relations duties.
CHAPTER IV

INSTRUCTIONS FOR THE REFEREES

There will need to be approximately one referee per company in the game. The principal duty of these referees will be to score the actions of the teams, and to distribute to the participants the materials of the game at the appropriate time. Experience with this type of scoring indicates it is best for the referees to specialize so that each one does the same part of the scoring for all the companies.

In starting the game, assign the participants to one of the companies, or to the union. Have them read all the participant instructions if they have not already done so. Try to have a separate table for each company, with an additional table for the international union. Give each company a Labor Agreement, a Quarterly Report showing the results of the (simulated) Quarter "O"'s activity, and a supply of Activity Proposal forms (card P-4).

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1 The Inter-Nation Game of the Political Science Department of Northwestern University also a hand scored game.

2 This is shown on page 38a of this thesis.
A box for filing four by six file cards with about twenty dividers per company is needed. In the first section are placed the arbitration decisions in numerical order. Next are sections for filing referee cards and participant cards. Back of these are set up major sections for each company. There is a sub-section labeled "Pending Arbitration" for each company and a numbered sub-section for each quarter of the game. Referees will also have an eight and one half by eleven inch file of grievances which are used in the game. One copy of each grievance per company should be used, with the various copies shuffled so that the particular grievance that comes up at a given time is a matter of chance.

In addition to the materials supplied with the game, it will be desirable to have available a calculator or adding machine, pencils, scratch paper, and an eraser.

Prepare a Company Data Sheet and fourteen Quarterly Reports for each company by marking in the space provided the letter indicating the company. Number the Quarterly Reports for the number of quarters to be played, normally about twelve.

Starting the Game

Remove ten grievances for each company from the grievance file. Attach a grievance-work slip to each and give three to each of the Local Union Presidents. Put four in each company's Pending Arbitration file. On the remaining grievance work-
slips, on line 1 under action, mark "filed" (with the company) in the third step). Under "period" mark "0". Give four of these grievances to each company.

Referring to the table at the right, remove the cards shown from the P-Card file and place one of each in each company's files in the quarter of play indicated. It will be necessary to remove one of each card for each company in the game. (The numbers refer to the quarters of play; if the game starts in quarter six, put P-10 in quarter number six.)

Have the participants go thru quarter "0" as a practice quarter.

Grievance Processing

The referees prepare a Quarterly Report for each company showing the results of each quarter's activities. Do steps A to F while the quarter is being played. Use a pencil for all calculations and notations as erasers and changes will be called for.

Take A Company's Quarterly Report for the period and place it over A Company's Data Sheet, so that the lines

3To provide a means of varying the play of the game on different runs, it can be started in any quarter. In doing this quarter one must follow quarter sixteen for proper cycling. A second modification can be had by picking up the game at what ever point it was stopped in its last play.
correspond. Have the column for Quarter 1 just exposed. A paper clip will help hold them in line.

A. Remove the materials from the company file for the new quarter and distribute them as indicated.

B. At the start of the quarter note, on the Data Sheet line 3c, the number of grievances to be given the union. Remove this number from the file for each company and give this number of grievances to each Local Union President.

C. From the previous quarter's report, copy the number of grievances on line 7B on line 7A of the current Quarterly Report.

D. From the Data Sheet, line 3b, note the number of grievances to be arbitrated. Remove this number of grievances from the Pending Arbitration file. If there are less than this number in the file, remove all there are. Remove the corresponding grievance decisions from that file and attach to the grievances. Record the results on the report in 3A, B, and C and give the grievances to the company participants. Instruct them to pass them on to the union participants.

E. From the Work Sheet, line 3b, note the number of arbitrations for the next quarter, and write this on the Quarterly Report line 4.

Repeat steps A to E for each company, but do not distribute more grievances when preparing the other company reports.
Special Activities

Much of the action of the game comes thru special activities initiated by the companies. Some of these follow suggestions contained on participant information (P-) cards. At the end of some of these cards is a notation R- followed by a number. Remove from the Referee Card file that card; it contains instructions to the referee for scoring that activity. R-cards are for referees only; P-cards go to the participants. Both should be returned to the files after being used.

Some special activities may be initiated independently by the participants. All special activities for which the game is programmed are listed on R-1. If an activity can be interpreted to fit one of those programmed, this should be done. Use card P-17, Proposal Accepted in Modified Form where needed, and attach the P-card outlining the acceptable activity. If the proposed activity cannot be otherwise accommodated, it is turned down via a memo from the president, card P-8.

These activities affect the processing and outcome of grievances, etc. by changing the values on the Company Data Sheet, or on the Quarterly Report. The effects of these changes, if any, should be posted before carrying out the instructions headed "Quarterly Reports" which follow. When figures have been changed, always use the newly written in figure.
There is a time charge made for most of these activities; these are charged against the two units of time available for such activities each quarter. To initiate a new "Special Activity" during a quarter at least one of these units of time must be available. The amount of these charges are shown on the R-cards related to the activity. Charges are recorded on the Company Data Sheet, line 4b by making an "X" in one box for each time unit charged. The first charge must be made in the quarter in which the activity originates. If the two spaces are already filled, disregard the activity. If there is an inquiry about it, give the person asking card P-15, Lack of Time.

**Labor Agreement Negotiations**

At the end of the third quarter, the current Labor Agreement expires. Because preparations for negotiations take all the available time of the labor relations staff, the participants are given card P-6 with the third quarter report. Time for special activities has been marked out already on the Company Data Sheets for Quarter 3. If negotiations for a new agreement extend into another quarter, X out the time charge units for that quarter in the Company Data Sheet line 4b.

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4 Each unit represents roughly 200 man-hours of the time of the professional labor relations supervisors. This is about the amount that a staff would have available for such activities after doing the routine work of investigating grievances, preparing for arbitrations, and consulting with production supervisors.
In a similar manner, charge two time units for contract negotiations during the final quarter of a new labor agreement and during the following quarter if negotiations extend into it.

Participants may negotiate a new agreement or change a portion of the agreement by mutual agreement at any time during the game. The tendency will be for such negotiations to be conducted when contracts expire.

When a new agreement has been worked out, note its expiration date in Article XIV. On the Company's Data Sheet, X in the two boxes, line 4b Time Charges, for the terminating quarter. Note the change in wage rates, including fringe benefits from three dollars per hour average in Article IV. Divide the cents per hour change by three. This gives the percent change in wages.

Refer to the Company's Data Sheet. For quarters included in the new contract, multiply the straight time earnings, lines 9a and 9b, by the percent change in net wage rates, and write these amounts on line 9c. Note that the wage amounts sometimes repeat in later quarters; these can be copied. (In figuring the quarterly report, lines 9a, 9b, and 9c, will be added giving the total wages including changes.) Apply the percent change in wage rates to the overtime figures, lines 8a and 8b for the quarters of the new agreement, writing the changes on line 8c.
Check Article X of the new agreement. If a permanent arbitrator has been indicated, then on the Company's Data Sheet cross out the figures in line 3b (temporary arbitrator) for the quarters of the agreement. The number of arbitrations per quarter will be taken from line 3a, permanent arbitrator. Other changes in the grievance procedures, such as time limits, will have to be enforced by the participants.

When grievances are arbitrated under clauses that have been written into the agreement, the referee will have to decide the outcome of the arbitration. The actual outcome does not greatly affect the game. Use your own judgement, but make a quick decision.\(^5\) Indicate your decision on the attached Grievance Work Slip.

If a strike is called by the Local Union President, this must be reflected on the Company's Data Sheet. Cross out all figures on wildcat strikes, lines 1 and 2; production, line 10; and wages, lines 8a, 8b, 8c, 9a and 9b for the strike quarter.

Note the quarter number in which the strike takes place, and then refer to R-3, Strike Effects.\(^6\) Matching the number

\(^5\)Arbitration is primarily a means for reaching decisions without resort to force. There are many nearly identical arbitrations in which different arbitrators have given different rulings.

\(^6\)Strike effects are determined as follows. It is assumed
of the quarter and the duration of the strike, find the effects of the strike on production, overtime and straight time wages and write these on the Company's Data Sheet, lines 10, 8c and 9c. To these last two figures, which are based on three dollars per hour, you will have to add the effect of any wage changes. Use the method explained beginning five paragraphs above.

**Quarterly Reports**

A new quarter may be started by the participants before the last quarter's report is complete. The game should be delayed rather than let the report get more than a full quarter behind.

Complete each company's Quarterly Report by carrying out the following steps.

A. Copy the results of first and second step grievance processing from the Company's Data Sheet, lines 6A, 6B, 6C, and 6D onto the corresponding lines of the Company's Quarterly Report.

B. Figure the cost of delays and lowered morale by multi-

that in its market, each company can hire up to 4500 employees and does so in preference to working men overtime. When it cannot make up lost production during the quarter by increasing its force, it chooses to work men overtime up to forty-eight hours a week. Beyond this few men are willing to work. By these means the companies recover as much production as inexpensively as possible. Production which cannot be made up during the quarter of the strike is lost.
plying five dollars by the number of unsettled grievances, line 7A on the Quarterly Report. Write this amount on the Company's Data Sheet, line 9b.

C. On the Data Sheet, total the overtime wages by adding the figures in 8c, 8b, 8a and write this total on the report, line 8. If there is more than one number in any space, add all numbers.

D. On the Data Sheet, add together 9a and 9b, straight time wages, and post this total on the Quarterly Report, line 9.

E. Copy from the Data Sheet that which appears on lines 1, 2, 10, and 11 onto the corresponding lines of the Quarterly Report.

F. At the end of the quarter collect all the grievances which have been processed by the company or the union during the quarter. (These may be tabulated conveniently on the left side of the Quarterly Report, section 5.) (Since there is no time limit at the start of the game on the processing of grievances, participants may hold grievances the entire quarter without acting on them.) Record on the report lines 5A–E the action taken. Those marked "Granted", "Compromised", or "Dropped" are separated from their workslips and returned at random to the Grievance file. Those marked "Filed" by the union should be placed in the company file. The unmarked ones are placed in the union file numbered for the next quarter. Put the grievances denied by the company at the back of the com-
pany's Arbitration Pending section.

G. On the Quarterly Report, multiply by ten (just add an "0") the third step grievances and arbitrations on lines 3 thru 5E.

H. Add the grievances in column B and write the total closed on line 13. Add lines 6A and 7A and write their total (active grievances) on line 12. Subtract line 13 from line 12 and write the difference on line 7B.

I. Add lines 8 and 9 on the Quarterly report to obtain total wages, which should be posted on the Comparison Chart. The grievance backlog and the production figures from lines 7B and 10 of the report should be copied to the Comparison Chart.

J. On the Quarterly report, add the number of the grievances lost by the company on lines 3A, 5C and 6B. Multiply the total by $20. and write in this amount on the Company Data Sheet for the next quarter on line 9b.

K. On the Quarterly report add the grievances compromised, lines 3B, 5D and 6C. Multiply this total by $5. and write in this amount on the Company Data Sheet for the next quarter on line 9b.

This completes the calculation of the Quarterly Report. Each company shall be given the Quarterly Report that applies to it, which is to be shared with the Local Union President.

Union Elections

Local union elections are held each six quarters. Instruc-
tions are on card R-4 which is programmed to come up at the appropriate time.

**Ending the Game**

Participants should not be told in advance when the game is to end. This will avoid unusual strategies in anticipation of the game's end. The time spent in play may be determined by the referees, but twelve to fourteen quarters of play are recommended. It is most important that enough time be allowed for a critique of the game. This is discussed in Chapter VI.

**General Comment**

There will come times in administering the game when there will be some doubt as to what to do. Two principles are suggested for guidance. 1. Where ever possible, the course of action desired by a participant should be accommodated in the game as nearly as possible. 2. The game is a simulation of the business. In any practical ways, try to help the game simulate the real business world.
CHAPTER V

MATERIALS AND FORMS FOR USE IN THE GAME

In the following pages are all the forms, materials, and grievance cases which are needed in the simulation. They are included here in full size so that they may be reproduced in quantity as shown.

The R-cards contain information and instructions for the referees; the P-cards contain information and instructions to be given to the participants under certain circumstances which are programmed in the game. The P- and R-cards are arranged so that they may be cut to four by six inches for convenient handling. A few double cards will have to be folded to this size.

The mechanical construction and arrangement of the charts and forms are designed to minimize the work of the referees in operating and scoring the simulation. Where information is transferred from one form to another, numbers on the two forms are similar in most cases. For this reason, numbers on some forms are incomplete.
AGREEMENT

Between

Company

and

United Metal Workers of America

THIS AGREEMENT is made this 4th day of January, 19XX between the Company (hereinafter referred to as the "Company") and the UNITED METAL WORKERS OF AMERICA, (hereinafter referred to as the "Union"), on behalf of the employees in the collective bargaining unit set forth in Article II of this agreement.

ARTICLE I Recognition

This Agreement relates to all the company's plants and operations. The Company hereby recognizes the union as the exclusive bargaining agent for all its maintenance and production employees excepting professional employees, supervisors, watchmen, guards, office and clerical employees as defined in the National Labor Relations Act.

ARTICLE II Union Shop

All employees who are presently members of the Union, those who become members of the Union in the future, and those re-instated as members of the Union shall maintain that membership in good standing. All newly hired employees and all rehired employees shall become and remain members of the Union immediately after the completion of their probationary period.

All employees who make application for membership in the Union will be accepted for membership without discrimination by the Union. Nothing in this agreement shall require the company to discharge any employee
except for refusal to become a member of the Union or for failure to pay his regular Union dues.

ARTICLE III Check-Off of Dues

The Company will check off monthly dues, assessments and initiation fees each as designated by the International Secretary-Treasurer of the Union as membership dues in the Union, on the basis of individually signed voluntary checkoff authorization cards in forms agreed to by the Company and the Union.

ARTICLE IV Wages

The Standard Hourly Base Rate Wage Scales shall be those set forth below:

For employees classed as "skilled workers" ........ $3.60 per hour
For employees classified as "unskilled workers" .... 2.80 per hour

(note: based on the present ratio of skilled and unskilled employees, this will average $3.00 per hour).

ARTICLE V Management

Except as limited by the provisions of this agreement, the management of the Company and the direction of the working forces, including the right to direct, plan and control plant operations, to hire, transfer, promote, demote, suspend for cause, discipline and discharge employees for cause, to lay off employees because of lack of work or for other legitimate reasons, to introduce new and improved methods or facilities, and to manage the properties in the traditional manner are vested exclusively in the Company, provided, however, that in the exercise of such functions the Company shall not discriminate against employees because of membership in or legitimate activity on behalf of the Union.
ARTICLE VI  Hours of Work

A consecutive eight hours of work, excepting the lunch period, shall be a day's work, and forty hours within seven days shall constitute a week's work.

All work performed before and after the standard starting and quitting times shall be compensated at time and one-half.

For the second shift, an additional eight cents per hour shall be paid and for the third shift, twelve cents per hour additional shall be paid.

ARTICLE VII  Holidays


An employee required to work on such a holiday will receive his regular pay plus his holiday pay for that day, providing he has worked the previous turn for which he was scheduled, and the turn following the holiday on which he is scheduled.

ARTICLE VIII  Seniority

For the first sixty days of their employment, employees shall be regarded as temporary employees and on probation. Their status as to retention shall be entirely at the discretion of the company and they shall have no seniority during that period. After employees have worked for more than sixty days, they shall accrue seniority from the date of hire which is most recent.

In all cases of promotion within the unit covered by this agreement, and in filling newly created jobs within that unit, seniority and ability shall determine. If the ability of employees is substantially equal, sen-
iority shall control. When new or existing jobs are to be filled, the company will notify the employees of the vacancy by posting a notice of such vacancy on a bulletin board, for at least five days. Any employee wishing to apply for the job shall notify his foreman and his union steward in writing within these five days. If no present employee is eligible, the company shall have the right to hire someone for the job. Written notice of the filling of such jobs shall be given to the shop steward and be posted on the bulletin board. If an employee believes he should have been given the job or is otherwise aggrieved, he may file a grievance.

The employee with the least seniority shall be the first to be laid off, provided a suitable replacement is available. An employee scheduled to be laid off, shall have the right to displace any employee in the plant who has less seniority, and provided that the senior employee is qualified to do the job of the displaced employee.

When employees are to be hired or rehired, the employee last laid off shall be the first rehired provided he is qualified to fill the vacancy.

ARTICLE IX Leaves of Absence

When an employee so requests, and when good cause exists, he shall be granted a leave of absence for a period of time not to exceed six months. Such leaves of absence shall be without pay. Upon the return from such leave, the company shall return the employee to the same position or to a similar position if there is such a position and a vacancy exists.

Death in the family, illness in the family, personal illness, maternity in the case of a married female employee, attendance at union meetings and conventions in the case of union officers or delegates shall be among these things constituting "good cause" for leaves of absence.
ARTICLE X Adjustment of Grievances

When there is a difference of opinion or dispute as to the meaning or application of this agreement, these disagreements shall be settled in the following manner.

Step 1. The employee shall discuss the grievance with his foreman, either with or without his steward. If no agreement is reached, the grievance shall be reduced to writing and resubmitted.

Step 2. If no agreement is reached in the first step, the grievance shall be presented in writing to the department Superintendent by the complaining employee and his steward.

(Note: In the Industrial Relations game, these steps are simulated, and beyond the direct control of the participants.)

Step 3. If no agreement is reached in step 2, the grievance may be filed, by the Local Union President, with the Company's Vice President for Industrial Relations. Both parties may call in such assistance as they feel will be helpful in resolving the grievance.

Step 4. If the grievance is denied in step 3 and no agreement is reached by the parties, then the grievance shall be submitted to binding arbitration by an arbitrator selected by the following procedure.

The parties shall jointly select by mutual agreement an arbitrator. If no agreement can be reached, they shall ask the State Mediation Board to submit a list of five qualified arbitrators. The parties shall alternately strike two names from this list until but one name remains who shall become the arbitrator.

ARTICLE XI Discharges

No employee shall be disciplined or discharged except for just cause.
Employees shall be given warning in writing if engaged in conduct which might be cause for discharge, and no employee shall be discharged without such warning. Copies of all warning and discipline notices shall be given to the shop steward.

ARTICLE XII Vacations

Employees shall be given vacations, with pay at normal rates, based on the following schedule:

<table>
<thead>
<tr>
<th>Years of Continuous Service</th>
<th>Vacation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 or more</td>
<td>1 Week</td>
</tr>
<tr>
<td>5 or more</td>
<td>2 Weeks</td>
</tr>
<tr>
<td>15 or more</td>
<td>3 Weeks</td>
</tr>
</tbody>
</table>

Subject to the requirements of business, employees shall have priority in choosing their vacations in accordance with departmental seniority.

ARTICLE XIII Welfare Plans

The company will maintain in effect the Employee Insurance and Benefit Plan as set forth in the agreements pertaining thereto and attached to this contract as Supplement A.

ARTICLE XIV Effective Date and Duration of Agreement

The provisions of this Agreement shall be deemed to be in effect at the start of the game, and shall continue in effect thru and including the end of Period Three.

Either party may give notice to the other party at any time during the Third Period of play, that it wishes to enter into negotiations with respect to terms and conditions of a new contract.
ARTICLE XV Responsibilities of the Parties

The Union agrees that it, its officers, agents, and members will not authorize, aid or take part in any strike, work stoppage, sitdown, slowdown, or other interruption or impeding of work.

The Company agrees that there shall be no lock-out of employees.

For the Company

For the Union

Supplement A.

The cost of all employee Insurance and Pension Benefits is included, for the purpose of the Industrial Relations Game, in the wages paid to employees.¹

COMPANY, INDUSTRIAL RELATIONS DIVISION

QUARTERLY REPORT
Quarter ____________

Column B

1. Work Stoppages this Quarter

2. Time Lost Due to Work Stoppages

3. Arbitrations this Quarter - Total
   A. Granted
   B. Compromised
   C. Denied

4. Arbitrations Scheduled Next Quarter

5. Third Step Grievances
   A. Dropped by Union
   B. Filed by Union
   C. Granted by Company
   D. Compromised
   E. Denied (to Arbitration)

6. First and Second Step Grievances
   A. Filed by Union
   B. Granted by Company
   C. Compromised
   D. Dropped by Union

7. Grievances Pending, this Quarter, All Steps
   A. (start) ____________
   B. (end) ____________

8. Labor Costs and Production
   8. Total Wages - Overtime
   9. Total Wages - Straight Time
   10. Units Produced this Quarter
   11. Sales Forecast, Next Quarter
   12. Grievances Active, this Quarter
   13. Grievances Closed, this Quarter
### Company, Industrial Relations Division

**Quartely Report**

**Quarter:** 0

<table>
<thead>
<tr>
<th>Column A</th>
<th>Column B</th>
<th>Column C</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Work stoppages this quarter.</td>
<td>6</td>
<td>man</td>
</tr>
<tr>
<td>2. Time lost due to work stoppages.</td>
<td>95,000</td>
<td>hrs.</td>
</tr>
<tr>
<td>3. Arbitrations this quarter - total.</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>A. Granted.</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>B. Compromised.</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>C. Denied.</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>4. Arbitrations scheduled next quarter.</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>5. Third step grievances.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A. Dropped by union.</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>B. Filed by union.</td>
<td>30</td>
<td></td>
</tr>
<tr>
<td>C. Granted by company.</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>D. Compromised.</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>E. Denied (to arbitration).</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>6. First and second step grievances.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A. Filed by union.</td>
<td>97</td>
<td></td>
</tr>
<tr>
<td>B. Granted by company.</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>C. Compromised.</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>D. Dropped by union.</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>7. Grievances pending, this quarter, all steps.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A. (start)</td>
<td>621</td>
<td></td>
</tr>
<tr>
<td>B. (end)</td>
<td>570</td>
<td></td>
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**Labor Costs and Production**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>8. Total wages - overtime.</td>
<td>$57,000</td>
</tr>
<tr>
<td>9. Total wages - straight time.</td>
<td>$675,000</td>
</tr>
<tr>
<td>10. Units produced this quarter.</td>
<td>450,000 units</td>
</tr>
<tr>
<td>11. Sales forecast, next quarter.</td>
<td>tighter</td>
</tr>
<tr>
<td>12. Grievances active, this quarter.</td>
<td>667</td>
</tr>
<tr>
<td>13. Grievances closed, this quarter.</td>
<td>46</td>
</tr>
<tr>
<td></td>
<td>1</td>
</tr>
<tr>
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</tr>
<tr>
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<td></td>
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<td>12</td>
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<td></td>
</tr>
<tr>
<td>24</td>
<td></td>
</tr>
<tr>
<td>25</td>
<td></td>
</tr>
</tbody>
</table>

### Periods

**1. Number**: 10,000

**2. Time Lost**:
- Permanent Arbitrator: 300
- Temporary Arbitrator: 21,000
- Maximum Arbitrations: 400
- Grievances to union: 2

**3. Grievances to union**:
- Special: 7
- 1st & 2nd Step: 9
- Filed: 102
- Granted: 97
- Compromised: 103
- Dropped: 104
- Other: 10,000
- Overtime due to Wildcats: 18,000

**4. Overtime due to Wildcats**:
- Straight time: 63,000
- Production: 12,000

**5. Production**:
- Total: 6,000,000
- Added: 5,250,000
- Straight Time: 4,500,000

**6. Sales Forecast**:
- Tightening: 350,000
- Competitive: 300,000
- Bottomed out: 350,000

---

1At straight time - enter on line 9.
### Company Data Sheet

*(for referee use only - not for participants)*

<table>
<thead>
<tr>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
<th>Period</th>
</tr>
</thead>
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<tr>
<td></td>
<td>4</td>
<td>3</td>
<td>3</td>
<td>4</td>
</tr>
<tr>
<td>4300</td>
<td>40,000</td>
<td>300</td>
<td>600</td>
<td>WORK STOPPAGES</td>
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<tr>
<td></td>
<td>0</td>
<td>2</td>
<td>3</td>
<td>2</td>
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<td>8</td>
<td>9</td>
<td>8</td>
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<table>
<thead>
<tr>
<th>6A</th>
<th>98</th>
<th>101</th>
<th>98</th>
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<tr>
<td>6B</td>
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<td>15</td>
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<td>2. Time Lost</td>
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<td>0</td>
<td>3a. Permanent</td>
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<td>8</td>
<td>1</td>
<td>2</td>
<td>4</td>
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<tr>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>Arbitrator</td>
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<table>
<thead>
<tr>
<th>3c.</th>
<th>Grievances</th>
<th>9c.</th>
<th>Other</th>
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<tbody>
<tr>
<td>to</td>
<td>8</td>
<td></td>
<td>Overtime</td>
</tr>
<tr>
<td>union</td>
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<thead>
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<th>4b.</th>
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<tbody>
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<td>Time Units</td>
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<thead>
<tr>
<th>1st &amp; 2nd Step</th>
<th>9a. Straight time</th>
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</thead>
<tbody>
<tr>
<td>Grievances</td>
<td></td>
</tr>
<tr>
<td>6A. Filed</td>
<td>4. Production</td>
</tr>
<tr>
<td>6B. Granted</td>
<td></td>
</tr>
<tr>
<td>6C. Compromised</td>
<td></td>
</tr>
<tr>
<td>6D. Dropped</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>8a.</th>
<th>Overtime</th>
</tr>
</thead>
<tbody>
<tr>
<td>8b.</td>
<td>Overtime due</td>
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<tr>
<td></td>
<td>to Wildcats</td>
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</table>

<table>
<thead>
<tr>
<th>9b.</th>
<th>Straight Time</th>
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</thead>
<tbody>
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<td>Added</td>
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<table>
<thead>
<tr>
<th>10.</th>
<th>Production</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>steady</td>
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<table>
<thead>
<tr>
<th>11.</th>
<th>Sales Forecast</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>improving</td>
</tr>
</tbody>
</table>

| steady | improving | limited improvement | strong improvement |

| 400,000 | 350,000 | 400,000 | 450,000 | 11. Sales Forecast |
|         |         |         |         | steady improving   |

| steady | improving | limited improvement | strong improvement |

<p>| 400,000 | 350,000 | 400,000 | 450,000 | 11. Sales Forecast |
|         |         |         |         | steady improving   |</p>
<table>
<thead>
<tr>
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<th>10</th>
<th>11</th>
<th>12</th>
<th>Period</th>
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<td>1.</td>
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<td>WORK STOPPAGES</td>
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<td>2.</td>
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<td>3a.</td>
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<td></td>
<td></td>
<td>2. Time Lost</td>
</tr>
<tr>
<td>3b.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Permanent Arbitrator</td>
</tr>
<tr>
<td>3c.</td>
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<td>Temporary Arbitrator</td>
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<td>MAXIMUM ARBITRATIONS</td>
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<td>4b.</td>
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<td></td>
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<td></td>
<td>Grievances to union</td>
</tr>
<tr>
<td>5b.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Special Activity</td>
</tr>
<tr>
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<td></td>
<td>Time Units</td>
</tr>
<tr>
<td>6a.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1st &amp; 2nd Step</td>
</tr>
<tr>
<td>6b.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Grievances</td>
</tr>
<tr>
<td>6c.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Filed</td>
</tr>
<tr>
<td>6d.</td>
<td></td>
<td></td>
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<td></td>
<td>Granted</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Compromised</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Dropped</td>
</tr>
<tr>
<td>8a.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Overtime</td>
</tr>
<tr>
<td>8b.</td>
<td></td>
<td></td>
<td></td>
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<td>0'time due to Wildcats</td>
</tr>
<tr>
<td>8c.</td>
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<td></td>
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<td></td>
<td>Other</td>
</tr>
<tr>
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## Company Data Sheet

(for referee use only - not for participants)

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The party you contacted stated that his experience left him with the impression that the claims made were probably true, though slightly exaggerated.

Instruction was given to all supervisors on the contents and recent changes in the Company's Labor Agreement with the Union. The instructors feel the program was effective and will reduce many misunderstandings which have resulted in past grievances.
Labor Agreement Instruction
Foremen and Stewards

Instruction was given to its supervisors by the Company, and to Stewards by the Union on the contents and recent changes in the Company's Labor Agreement with the Union.

The Instructors feel that the program was effective and will reduce many misunderstandings which have resulted in past grievances.

(This note is a part of the Quarterly Report for the Quarter just ended.)

Activity Proposal

Memo to the President:

I propose having my staff undertake the activity indicated below, or on the attached card. We will start this immediately unless advised to do otherwise by you.
P-5  Notice of Strike

<table>
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R-3

P-6  Labor Agreement Negotiations

All available time of the Labor Relations Personnel was spent during the Quarter in activities related to the Labor Agreement negotiations.

(This note is a part of the Quarterly Report for the quarter just ended.)
The subject program has been put into effect. The people concerned are willing to give it a chance, and are sincerely trying to do so. A small number are opposed to it and barely co-operate with it. Definite progress is being made but it is too soon to estimate its effectiveness.

P-8 Postpone Proposed Action

To: Vice-President, Industrial Relations

Memo from the President

While I see that the attached proposal is basically sound, there are certain factors in the picture which cause me to feel that this is not the time to inaugurate the proposal at this time. I will discuss this further with you in the near future.
At a southern plant of the International Harvester Co. collective bargaining was against a brick wall. While there was an excellent working accord between the Corporate Management and the United Auto Worker's Harvester Division Staff, relations at the plant level were the opposite.

A number of methods of settling grievances and preventing wildcat strikes had been tried, but the underlying animosity of the people on both sides undermined all such efforts. Three hundred written grievances arose monthly; some erupted into work stoppages.

A corporate level grievance review team visited this southern plant. It consisted of both union and management representatives. While at the plant they decided in desperation "to try simply to reduce the rate of newly written grievances." The proposal was explained separately, then jointly, to union and company representatives. Union grievance committeemen and upper levels of plant management were asked to go to the scene of any problems where the foremen and stewards were in disagreement, get the facts and talk them out - before writing them up as grievances."

It was emphasized that the object of the talk out was to try to find an acceptable solution to a problem considering the interests of both parties. Both the company and the union had previously indicated that the filing of a grievance was regarded as a sign of failure. Settlements were automatically retroactive to the time of talk-out. Stewards were permitted and encouraged to participate in the talk out.

The results were surprising. Ninety five per cent of the grievances formerly written were eliminated. After a tentative start, a number of the union people, as well as the supervisory force, expressed real enthusiasm. It helped solve problems and build co-operation, according to some, instead of storing arguments.

This, of course, was only one plant. Whether this
approach would work elsewhere remains to be seen. The Harvester people and the U.A.W. people involved indicated that they would try it at other plants with similar problems.¹

After reading the above article, staff members suggest giving this a try...

a. by trying in one department of the company employing twenty-five percent of the employees. (R-9)

b. by utilizing all available resources of the industrial relations staff to undertake such a program throughout the company. (R-12)

c. Develop and present to all plant supervisors a course in Human Relations. (R-13).

d. Seek further information (R-1).

e. Study further and postpone action until next period. (R-10).

P-10 Non Cooperative Union Stewards

Production supervisors report that they try to meet union stewards halfway, but "As soon as we give an inch, they take a mile." "They may have cleaned out the reds who were in control of the union, but the same bunch of ***'s still run it at the shop level."

(This memo is a part of the Quarterly Report for the quarter just ended.)

(R-11/3)

¹based on the cited publication, p 15-16.
Mediation of Grievances

An arbitrator, frequently used by the parties in a number of instances, suggests that he try mediating grievances as a substitute to arbitrating them. He suggests that more satisfactory settlements may be arrived at, with more permanent results, and more rapid settlement of grievances.²

(R-10)

Wildcat Strikes

Memo from the President

To: Vice-President, Industrial Relations

In talking to presidents of other companies, I have the very distinct impression that they have less disruption of their production than we do. Are our frequent wildcat strikes a characteristic of our industry, or is there something that can be done about it?

(R-1)

²Grievance Handling p. 10.

This noted arbitrator says that a large percentage of the grievances which are filed are largely a result of ignorance of the labor agreement on the part of one or both parties originally involved. Then, when a "stand" has been taken, an attempt is made to twist the agreement to fit the stand taken.

Systematic training in the contents of the labor agreement of both union and management people who administer it would prevent the filing of many unnecessary grievances, according to Dr. Trent.

(R-7)

P-14 Abstract of article: W. M. Schlessinger, "Grievance Settlement thru Standards", Industrial Relations Journal XII (Jan-Feb. 1960), 975-979.

A company of 35,000 employees, in spite of reasonably cordial relations with its union officers, had a backlog of about 10,000 grievances. Company and union officials developed, in a series of meetings, a set of standards relating to piece work, assignment of work when it was short, and work standards.

After establishing these standards, the Labor Relations Director and the Union International Representative met jointly with plant managers and grievance committees.

Using these standards, thousands of grievances were settled. 4

(R-2)

3Not based on an actual article.

4Based on Grievance Handling, p. 8-9.
Lack of Time

In response to your inquiry as to why your instructions were not carried out, your staff members state they did not have time. This was due to the press of other activities you had directed them to do. These included the investigation of new grievances, preparing for arbitrations, etc.

(If the participant still wishes this program carried out, he may order it done in a future period.)

Grievance Settling Standards

During the quarter, much time and effort was spent negotiating with the union officers, standards to be used as a basis for settling some of the pending grievances. While they bargained hard, they seemed anxious to find some workable means for speeding the settling of grievances. There was much give and take on both sides, but we have completed a set of standards which should provide a fair and workable basis for settling a large number of grievances.

(This memo is a part of the Quarterly Report for the quarter just ended.)
The activity which you proposed has considerable merit, and is well thought out. There are some modifications which I feel will improve it.

I suggest that you read the attached, and proceed with your recommendation, modifying it to follow the method in the attached memo.

s/ W. L. Smith
President

Grievance Review Teams

(This memo is a part of the Quarterly Report to which it is attached.)

Using the standards negotiated with the union, grievance review teams of company and union representatives, have reviewed a number of grievances. The standards are workable and we have been successful in closing one half to two thirds of the pending grievances we have reviewed. These closed grievances are included in the tabulations in this Quarterly Report.
The item about which you inquired requires the agreement or cooperative action of both the union and the company. This cooperation was not present to the degree necessary for carrying out this item.

We continue to receive complaints from production supervisors that long unsettled grievances are causing friction which is slowing production.

(This memo is part of the Quarterly Report for the quarter just closed.)
Compromises and Agreements

Any compromises or agreements in this game must be made in terms which can be scored in the game. E.g. compromises on grievance settlements must indicate a per cent to be settled as "granted", "dropped", and "compromised." Indicate such agreements below and initial.

_____ Company   Period_____  

Report on Talking Out Grievances

In an effort to reduce the rate of newly written grievances, union and company labor relations supervisors asked union stewards and upper levels of department management to go to the scene of disagreements, get the facts and talk them out before writing them up as grievances.

It was stressed that the purpose of the talk-out was to find a solution to the problem, that would accommodate all concerned as much as possible. Writing up a grievance, it was pointed out, would be a sign of failure by both parties.

Results were surprising. Eighty-five to ninety-five percent of the grievances are being settled this way, including old ones.

This has proved successful in several departments, and will be tried in still more.5

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5Based on an actual situation. See Grievance Handling p. 15-17.
Contrary to the express terms of a no-strike, no-stoppage clause in the contract . . . , a group of nineteen women workers engaged in a "wildcat strike" that lasted for nearly two months. When the strike was terminated the management refused to put them back on their jobs. The union, the garment workers (AFL), protested the company's actions . . . .

Union's contentions The union frankly admitted not only that the strike was unauthorized but that its international representative had taken strong measures to prevail upon the workers to abandon the stoppage and proceed in an orderly manner to adjust whatever grievances they might have. A "misguided leadership" had instigated the strike. The ringleader was an employee of the firm who had since engaged in business on her own account. The plant itself had been in operation only for a short time and the contract with the union was the first experience in management-labor relations for both the owners of the company and most of the employees. Due primarily to their youth, as well as their inexperience as union members, most of the employees were not familiar with the proper procedures to take in the settlement of grievances. Hence the illegal strike, which was finally terminated upon the intervention of the international representatives of the union.

Company position The company cited innumerable decisions by government agencies holding in effect that any concern has the right to refuse reinstatement to employees who are engaged in illegal acts. Patently, the cases of the employees concerned in this case were of the sort denounced and held illegal by the courts and other government tribunals. The workers singled out for refusal of reinstatement were the worst offenders. Most of them happened to hold some office in the union. Because of the determination of this group of workers, the union was evidently helpless to impose any form of discipline that would make them live up to their contractual obligations. Finally, the company asserted, the majority of its employees desired to keep this
P-23 (con't)

Group out of employment and if they were to be reinstated the morale at the plant would suffer.

P-24 Human Relations Training

During the past three months, all company supervisors have participated in a human relations indoctrination program.

Response from most participants was enthusiastic. While there were a few skeptics, it appeared that most supervisors would try to put into effect what they had learned.

(This note is a part of the Quarterly Report.)

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R-2  Standards for Settling Grievances

Requirements for setting up the program (if the requirement is not met, a participant who asks is to be given the card in the Ref. column). Ref.

1. Both the union and the company must indicate a willingness to do this........................................P-19

2. The company must have at least one time unit available..............................................................P-15

3. A formula applicable to the Industrial Relations Game must be indicated in writing..................P-21

If all requirements are met, attach card P-16 to the Quarterly Report, and charge three time units on the Company's Data Sheet, line 4b. From the Quarterly Report, figure, 20% of the grievances pending at the beginning of the quarter (line 7A) and credit this number of grievances on the Quarterly Report, lines 5A, 5C, and 5D on the basis of the company union agreement. Credit twice this number on the same lines of the following quarter's report. (Thus closing a total of 60% of the grievance backlog.)

Remove 60% of the Pending Arbitrations from that file and replace in the Grievance file.

Attach P-18 to the Quarterly Report for the two quarters involved.
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At the end of quarters 4, 10, and 16, Local Union elections are held; the local president who has done the least for his members is determined by a point system. Points are given for the least accomplishment. In most cases, the referee can determine who gets a point by inspection; only where it is not obvious should time be spent making the detailed calculations below.

Refer to the companies Quarterly Reports for the last two quarters. Add the third step grievances which have been won or compromised for both quarters, lines 5C and 5D.\(^7\) Give one point to the local president with the lowest total. In case of tie, give a point to both presidents. Next, on the last quarter's reports of each company, determine total wages by adding lines 8 and 9. Give a point to the president(s) with the low total. Third, on the Quarterly Reports, note who has the largest number of unresolved grievances, line 7B, and give three points\(^8\) to that Local President. Fourth give one point to that president who got the smallest raise at the last negotiations. Fifth, give one point to the president whose last strike lasted the longest.

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<th>Quarter</th>
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<td>4</td>
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<td>D</td>
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A. Least grievances won  
B. Total wages  
C. Most grievances pending  
D. Smallest wage gain  
E. Longest strike

Advise that local president with the most points he has been defeated and must exchange positions with the organizer. In case of tie, flip a coin.

\(^7\)These are the only ones over which the participants have direct control.
If a policy of either time off or discipline for leaders or participants in wildcat strikes is inaugurated, cancel out all workstoppages and their related losses by drawing lines thru the entries in lines 1, 2, and 8b on the Company Data Sheet, for the rest of the game and make no further charges for these items on the Quarterly Report.9

Put card P-23 (a grievance) in the company's file in the section numbered for the following quarter. Give it to the Local Union President the next quarter as one of the grievances to be processed that quarter. Handle P-23 like any other grievance.

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8 The charge of three points is due to several factors. The high number of unresolved grievances reflects rather poor human relations and a failure to find a means of resolving grievance producing problems. It reflects member unrest which often leads to a change in leadership.

There is also a reduction in total wages when there is a reduction in the grievance backlog; because such a reduction reflects an increase in union member satisfaction, this should be offset; the three points does this also.

9 Such a policy has been found very effective by many companies. For an example, see Grievance Handling p. 5.
If grievances are settled by some principle of solving them, such as thru clarifying parts of the labor agreement, talking them out, or agreeing to standards, these instructions do not apply.

If the grievance backlog is to be reduced by trading, show the grievances as settled on the Quarterly Report, lines 5A, 5C, or 5D as appropriate. Then, on the Company's Data Sheet, for the following quarter, add to the number of grievances shown on line 6A half the number of grievances closed thru trading.

R-7 Labor Agreement Training

A. If it is proposed to set up a Labor Agreement instruction course, etc., then, on the Company's Data Sheet, line 4b, charge two units of time. (If there is no space open in the current quarter, disregard all further instructions with regard to the training; if a participant asks why, give him card P-15, Lack of Time.

B. If both the company and the local union indicate they are training their people, reduce to eighty percent of the indicated value, the number of grievances on lines 3c, 6A, 6B, 6C, and 6D. Attach card P-3 to the quarterly report.

C. If only the company trains, reduce to 90% of the indicated value all grievances on the Company's Data Sheet, lines 3c, 6A, 6B, 6C, and 6D for the rest of the game. Attach card P-2 to the quarterly report.
R-8 Toughen or Relax Grievance Handling

No referee action is to be taken. The participants must execute this policy thru their handling of step three grievances and of arbitrations.

R-10 No Effects

This action produced no noticeable effects. No action is required of the referees, Replace P-card in file.
Talk Out Grievances, One Department
(choice a.)

Requirements for setting up the program: If the Refer-
requirements are not met, give the participant ence
who asks why the card shown in the reference column.

1. Both the union and the company must indi-
cate a willingness to do this.................P-19
2. The company must have at least one time
unit available during the current quarter........P-15
3. If these requirements are met, attach card
P-22 (Report on Talk-Out) to the Quarterly Report and
charge one time unit to the company on the Company Data
Sheet, line 4b.
4. From the Quarterly Report, line 7A, figure twenty
per cent of the grievances at the beginning of the quar-
ter and credit these as compromised on line 5D of that report.
5. Remove twenty per cent of the cases from the
company's Pending Arbitration file.
6. Reduce the generation of new grievances on the
Company's Data Sheet by reducing to eighty per cent of
their present value, the numbers on lines 1, 2, 3c, and
6A, 6B, 6C, and 6D.
7. Place these instructions in the company's file
to come up the following quarter.
8. If the program is extended company wide (choice
b.) return this card to the Referee Card file and follow
the instructions on R-12.
9. If the program has not been extended, repeat steps
6 and 7 above, each quarter.
Repeat

Replace the P-card in the company file to come up the number of periods later indicated by the number following the /

unless - If grievances (line 7A Quarterly Report) drop below 50, in which case file P-20 in P-card file.

R-13 Human Relations Training

If it is proposed to set up a Human Relations Training Program, or some similar program, then do the following. On the Company's Data Sheet, line 4b, charge two units of time. (If there is no space open in the current quarter, disregard all further instructions on this. If a participant asks why, give him card P-15, Lack of Time.) Reduce by ten per cent of the indicated value, all grievances on the Company's Data Sheet, lines 3c, 6A, 6B, 6C, and 6D for the rest of the game. Attach P-24 to the Quarterly Report.
R-12  Talk Out Grievances Thruout Entire Company

Requirements for setting up the program: (If the requirements are not met, give the participant who asks the card in the reference column.

1. Both the union and the company must indicate a willingness to do this..................P-19
2. The company must have at least one time unit available during the current quarter..........P-13
3. If these requirements are met, attach card P-22 (Report on Talk-Out) to the Quarterly Report and charge four time units to the company on the Company's Data Sheet line 4b.
4. From the Quarterly Report figure ninety percent of the grievances at the beginning of the quarter (line 7A). Note from the Company's Data Sheet line 4b thru what quarters the talk-out program will run. On the Quarterly Report of the last quarter of the talk-out program, credit as compromised, line 5D, half of the ninety per cent of grievances just figured. On the Quarterly Report of the next to the last quarter of the program, line 5D, credit the other half of the ninety percent of grievances.
5. Remove ninety per cent of the grievances from the company's Pending Arbitration file, and return to the Grievance file.
6. The generation of new grievances is reduced on the Company's Data Sheet by reducing to ten percent of their present value, all the numbers for the rest of the game on lines 1, 2, 3c, and 6A, 6B, 6C, and 6D.
If it is proposed to set up a Human Relations training or similar program, on the Company's Data Sheet, line 4b, charge two units of time. (If there is no space open in the current quarter disregard all further instructions on this. If a participant asks why, give him card P-15 Lack of Time.)

Reduce by ten percent of the indicated value, all grievances on the Company's Data Sheet, lines 3c, 6A, B, C, and D for the rest of the game.

Attach P-24 to the quarterly report.
Grievance Work Slip

Company: ___________  Grievance No. ______

Step  Period
1. To Union ______ Drop ______ File ______ Compromise ______
2. To Company ______ Grant ______ Deny ______ Compromise ______
3. Results of compromise

4. Result of Arbitration
   ______ sustained ______ denied ______ compromised ______

Possible actions: Union - drop, file: Company - grant, deny; both - compromise.

(attach one to each grievance)
## Company Comparison Chart

<table>
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<tr>
<th>Quarter</th>
<th>Grievances Open</th>
<th>Total Wages</th>
<th>Production</th>
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Grievance No. 1  Extra Pay for Doing Work of Absentee

The union contended that Mr. P. and Mr. G. should receive additional pay when on three different days they performed the work of Mr. R., who was absent on these days. The union based its claim on two counts, first, that the two men performed all the work of the absent employee, in addition to the work on their regular jobs, and therefore were entitled to share the full pay of the absentee; and secondly, the practice of dividing up the pay of an absentee worker among the employees who took over his duties, was a practice long in effect in other mills in the area and long recognized as proper.

The company conceded that Mr. P. and Mr. G. had done some of Mr. R.'s work on the three days in question. They had not been required to do so, but had taken over his job voluntarily in accordance with the practice that had prevailed in past years. But the company insisted that the two men had not been able to do the absentee's whole job. They were not asked or required to do Mr. R.'s work, but did so voluntarily because they were not fully occupied on their own jobs.

The company made the further point that its costs were based on past practices, and since no payments had previously been made in instances of this nature, to initiate a new practice would bring about added costs which were not contemplated at the time the contract was put into effect.

Finally the company argued that the distribution of the earnings of the absentee worker among employees who took over some or all of his work, would tend to encourage a rotation of absenteeism and adversely affect plant efficiency.

Grievance No. 2  Pay for "Wash-Up" Time

The electrical workers (CIO) and a chemical company had entered into a special agreement providing for fifteen minutes' wash-up time with pay for employees in a particular department. The reason for the agreement was that these employees were subjected to a great deal of dust and had always been obliged to wash up or take showers after completing their day's work. The dusty conditions were confined to this one department, and therefore the agreement did not provide similar privileges for any other employees.

Nevertheless, the union sought to extend the privilege to a truck driver, Mr. M., who serviced the department but was himself a shipping department employee. The union contended that Mr. M. was subjected to the same working conditions as the employees of the depart-

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ment and therefore it was just as necessary for him to wash up after his day's work as it was for the others.

On the other hand, the company insisted that Mr. M. had never washed up in the plant either before or after the fifteen-minute allowance was granted to the department employees. To include him as being an employee of the department involved would open the door, the company insisted, to claims by other employees who had occasion to visit the department from time to time. The intent of the special agreement, the company concluded, was to confine its application solely to the regular employees of the department who were subjected continuously to similar dusty conditions.\(^\text{11}\)

Grievance No. 3. Equal pay for Women

The current contract negotiated by the electrical worker's union (AFL) and a cable manufacturing plant provided for separate minimum starting rates and job rates for men and women employed in different occupations. Because of the manpower shortage during the war, three women were put on jobs previously done by men in the materials receiving department. The union insisted that the women be paid the rate that had been received by the men. There was substantial agreement between the union and the management that the women were doing practically the same work that had formerly been performed by their male predecessors. The company insisted, however, that when women were assigned to this job it had a right to reevaluate it and to set appropriate rates.

It had been accepted practice, under the contract, the company maintained, to restudy a job, and if necessary, change the rate, when women replaced men. And the fact that different rates for men and women had been negotiated and embodied in the contract, was in itself indicative that the union had accepted the principle of different pay for women from that paid to men, even though the work they performed was substantially identical. Moreover the company insisted that the rate for the job, regardless of whether it had been performed by men exclusively, was excessive and this was a proper occasion for revising the rate and putting it in proper relationship to the rates paid for comparable jobs.\(^\text{12}\)

Grievance No. 4. Vacation Rights on Resignation

The contract clause in question read as follows:

\(^{11}\text{Ibid p. 218.}\)

\(^{12}\text{Ibid p. 219}\)
"Two week's vacation shall be given to all regular wholesale sales drivers who have been in the continuous employ of the bakery for a period of five years. Vacations will be spread over an entire year, starting with May 1, to April 30 of the following year, with the provision that a vacation schedule be posted and the vacations picked during the first week in April for the ensuing year."

One of the company's drivers, Mr. Y., who had been employed for more than five years, decided to take his vacation during the last week of August and the first week of September. But it happened that Mr. Y. obtained a better job and therefore offered his resignation two weeks before his vacation was due to begin. At the company's request he worked for eleven days after having given notice. On the last day he worked he demanded his vacation pay. The company refused to give it to him.

The union contended that the contract clause was clear and specific. Its interpretation was that the contract guaranteed all employees with five years' service two weeks of vacation pay at any time after April 1 of any twelve months period, provided they had the requisite number of years of service. Had Mr. Y. decided to take his vacation the first two weeks in August or at any time earlier, there could have been no question as to the company's obligation. The fact that he had left the company's employ a few days before he would otherwise have gone on vacation was regarded by the union as being immaterial.

The company admitted that Mr. Y. would have received a vacation with pay had he not chosen to resign just before his scheduled vacation period. But its spokesman argued that nothing in the contract required the company to pay vacation allowances to persons whose services were terminated for any reason. By determining for himself the period when he would leave on vacation, and then quitting his job before that period, the company answered, Mr. Y. had forfeited any rights he otherwise would have had to his vacation.13

Grievance No. 5. Laid-Off Employees Vacation Eligibility

A dispute arose between the management of a machinery manufacturing company and the electrical workers' union (CIO) as to the meaning and effect of the following contract clause:

"In computing the length of service necessary to make an employee eligible for vacation, any time less than three months lost due to a lay-off for lack of work shall be counted toward such length of service."

The question at issue was whether or not this clause applied to layoffs occurring before the effective date of the current contract, as contended by the union, or only after the effective date of the contract, this being the contention of the company. According to the union spokesmen, their negotiators had deliberately insisted upon the inclusion of the contract clause just cited. They had done so to make certain that employees affected by wholesale layoffs that had become necessary in 1944 would not lose their vacation rights, if otherwise eligible for vacations.

The company took the position that the status of employees who had been laid off at any time prior to the negotiation of the current contract, had to be governed by the terms of the previous contract. In other words so the company argued, the clause relating to layoffs of less than three months could have no other meaning than to preserve vacation eligibility to persons laid off during the term of the existing contract. And its spokesmen went on to point out that the previous contract contained no provision for bridging the service, and therefore the vacation rights, of persons laid off for any prescribed period whatsoever.14

Grievance No. 6. Promotion at Management's discretion

The textile workers' union (AFL) filed a complaint against a cotton goods manufacturing company charging that Mr. O. had improperly been denied a promotion to the job of card fixer. The union also sought back pay for the time elapsing after another employee had been selected for this position.

In support of its position, the union pointed out that the company had previously followed the policy of promoting competent employees to better positions when vacancies occurred. In the case of Mr. O., however, the company had passed him by and given the job to Mr. G., who had had much less seniority. The union further pointed out that in previous years Mr. O. had been given temporary assignments as card fixer in a number of instances, and in the opinion of its officials was much better qualified for the job than Mr. G. It was further explained that Mr. G. had been employed by the mill for only about fifteen years, in contrast with Mr. O.'s length of service of about thirty years.

The company went to considerable pains to develop statistical evidence in support of its position and did not rely solely on its technical rights under the contract. The management presented to the arbitrator evidence showing that Mr. G. had worked as a card fixer and on a closely related job for a total of 4700 hours, up to the day of the filing of the grievance. In contrast, Mr. O. had worked a

14Ibid p. 231.
total of only 1300 hours on the two related jobs.

Moreover, the company insisted that it had the right to determine what experience and other qualifications a man had to possess in order to be entitled to a card fixer's job. Its spokesman insisted that Mr. G., in the light of his own work record and general knowledge and ability, was much more capable than Mr. O. As to the union's contention that the company's policy was to fill better jobs primarily on the basis of seniority, if the senior worker was competent to fill the vacancies, the company maintained that there had been several other instances where employees with less seniority had been assigned to the job of card fixer without any complaint having been filed by Mr. O. or the union.

Finally, the company spokesman asserted, there was no provision in the contract limiting its authority to select employees for better jobs. Indeed, a former negotiating committee for the union had recognized that it was the prerogative of the management to advance those employees whom it considered to be better qualified, regardless of seniority.15

Grievance No. 7. Average Earnings Guarantee

In the contract between the textile workers' union (CIO) and a woollen mill, there was no specific provision defining how piece-work employees should be compensated for loss of earnings occurring through no fault of their own. The company, however, had in certain circumstances paid such employees average earnings when their output was curtailed on account of conditions beyond their control. The union therefore asserted that this practice should be continued. In support of its contention it cited contracts with other woollen mills containing specific provisions for varying amounts of pay up to average hourly earnings for workers whose output was adversely affected by similar circumstances.

The situation complained of by the union was a temporary one. A new style of stock had been introduced and for a period of several months a different and inferior yarn had been used. The yarn was inferior only in the sense that it was more difficult to weave and employees therefore could not produce their normal output. In order to avoid a layoff, the available stock of yarn had been used until an improved stock could be obtained. According to the company the only alternative would have been to lay off the employees whose earnings suffered during the temporary period of several months.

Two contract clauses were cited to the arbitration board which heard this case. The union insisted the following clause was applier:

15Ibid p. 234.
"Nothing in this section shall prevent either party from requesting at any time a revision of the rates of pay which in its opinion should fairly be made because of changes in work-load, changes in methods of production, changes in equipment or processes...."

Its spokesmen urged that the process of weaving the particular style that gave rise to the dispute was changed to the extent that the output was slowed up and the original piece rate became insufficient. Consequently, in lieu of a change in the rate, the employees were entitled to the difference between their actual piecework earnings and their previous average earnings.

The company insisted that the only provision in the contract which applied to the dispute was the following:

"Each employee in a piece rate job (except learners and handicapped workers who may be exempted by agreement between the union and the employer or through the arbitration provision of this agreement) shall be guaranteed a minimum rate arrived at in the following manner: 15 cents per hour shall be added to the industry average straight time piece work earnings and 80 per cent of such total guaranteed as such minimum rate."

The management urged that provisions contained in contracts with other mills had no bearing on the issue. Its own contract provided for a guarantee of a minimum rate and not of average earnings under any circumstances.

According to the management the union's proposal would result in a general guarantee of average hourly earnings to employees while working temporarily on inferior stock. Certainly this arrangement was never contemplated when the current contract was negotiated. Management spokesmen went on to point out that the arbitration board was not authorized to add anything to the present contract, and that any practice heretofore followed by the company on a voluntary basis should not and could not be used by the arbitration board for the purpose of imposing such practice upon the company.\(^{16}\)

**Grievance No. 8. New Job or Speed-up?**

*Union's contention:* It was argued by the union that certain employees known as pressmen were engaged in the production of a certain type of tile that was made with the identical presses that had

\(^{16}\) *Ibid* p. 238.
previously been used in the manufacture of another type of plastic material. With the introduction of the new type of tile, the same rate as had been used for the other product was maintained. After a short experimental period on a "one-platen" process, the management changed to a "two-platen" process. The output was doubled as a result.

There was no objection on the part of the union to the higher output, through the use of the two-platen process. But the union contended the pressmen were entitled to a higher rate of pay, by virtue of the following clause:

"In any case where a speed-up occurs, through increasing speed of present equipment or revamping of same, whereby the company's costs are lowered and maintained for a continuous period of ninety days and thereafter, the employees affected by the operation will receive a fair share of the savings involved retroactive for sixty days of this period. Any such share of savings is to be distributed at the discretion of the company and union officials."

The union argued that the presses used in making the new type of tile had been operated on a one-platen basis and the rate for the job had been set on that basis. Consequently, when the two-platen process was introduced, causing a one hundred per cent increase in the output, the employees were entitled to a major proportion of the saving thus realized. Specifically, the union requested a seventy per cent increase in their rates.

Company's position The company denied that any official or standard rate had ever been set for the new processing of any kind of tile, by either a single or a double platen method. Production of this sort of tile had originally been on an experimental basis and was still going through the development period. To make this product economically and on a competitive basis, an entirely new type of press was going to be required. The new equipment had been ordered but had not yet been delivered. In the interim, the equipment ordinarily used for the pressing of other types of plastic was being used temporarily. Hence the company categorically denied that there was a speed-up of a preexisting process. Instead it argued that a different contract clause applied to the situation. Specifically, the company called attention to the last sentence of the following contract provision:

"The company will forthwith undertake a job evaluation study with a view to eliminating intra-plant wage inequalities."

"The job evaluation and wage adjustment are to be subject to the mutual agreement of both parties, with the provision that any disputes thereunder will be subject to impartial arbitration by a technical arbitrator to be mutually selected by the parties and whose
decision will be final and binding.

"In the event new equipment is installed for any operation, rates for jobs on same will be decided by a mutually satisfactory job analysis and evaluation.".

In further support of its position, the management maintained that the work involved in pressing the new type of tile was subject to a job-evaluation study, first because it was a new operation and not a speed-up job, as the union contended, and secondly because this operation, even if it were not a new job, was subject, as were all other jobs, to the job evaluation and wage adjustment provision just cited. The temporary rates for the pressing of the new tile had been set as a result of systematic job evaluation. And the company proposed to revise the rates on the same basis after the new equipment, which had been ordered, was installed.¹⁷

Grievance No. 9 Union Security

A federal union affiliated with the AFL sought to obtain the standard maintenance of membership provisions from a rubber manufacturing company. The management of this company had two grounds for resisting the union's demands, but readily agreed to have the issue decided thru arbitration.

It appeared that in the course of the initial negotiations, the company had offered to post a notice to the effect that it would be the policy of management to encourage its production employees to support the union. This notice, the management argued, was intended to dispose of, and actually had disposed of, the union's original request for a union shop for a period of a year. The company's agreement to post the notice was disclosed to the union's business agent in the presence of the members of the negotiating committee, and was not objected to at the time, either by him or by them. Hence, the management insisted, an agreement had been reached to dispose of the question, and the union had no warrant subsequently to demand a maintenance of membership clause.

The management went on in the course of the ... hearing to oppose maintenance of membership on the grounds that the union and its membership needed more experience. Thus it was proper that the union should first demonstrate its responsibility, before acquiring complete jurisdiction and control over the job rights of any and all employees who chose to sign up with it.

The union categorically denied that its business agent or its negotiating committee had accepted as final and binding the company's proposal to post notices expressing its willingness to encourage union membership. It then proceeded to present the usual arguments in favor of union membership, if not a stronger union security clause.18

Grievance No. 10 Strike Justified?

The question . . . involved whether the workers should be required to run four so-called stuffing machines "in tandem," as the company required, or whether they should not be so required, because of the union's insistence that the operation of the aforementioned machines "in tandem" represented an excessive hazard to the operator.

Up to the time the dispute arose, each employee operated a single machine. The union was informed in advance of the proposed change in operation and agreed to it. The following day, however, the union objected to the assignment of two machines to one operator. Some two weeks later the new method of tandem operation was begun. Ten days after that the workers involved struck and stayed off their jobs for a three week period.

Union's Contention The sole objection of the union, so it contended, to the operation of machines in pairs, instead of singly, was that the employees were afraid of the possibility of an explosion. (They processed a highly flammable product containing nitrocellulose.) Their fears arose because of the manner in which they had to feed the hoppers and press down gatherings of materials which occasionally formed in the machine. The union also pointed out that certain safety devices had been installed and other improvements in methods had been adopted that would make the operation more safe, but only after the workers returned to work following the strike. While the union conceded the company's right to run the machines singly or in tandem, it insisted that it was the duty of the company not only to provide necessary devices, but also to satisfy the workers "psychologically," that their safety was fully protected.

Contract Clause The only contract clause which either party considered as having any applicability was the one providing that "the employer shall continue to make reasonable provisions for the safety and health of the employees at the plant during the hours of their employment." Thus, since the union admitted the company's right to operate the machines in tandem if the working conditions were safe, the sole question for determination by the board of arbitration was whether it was safe for one employee to operate two machines at the

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18 Ibid p. 289.
at the same time.

Company's Position The company spokesman pointed out that the machines in question operated on a low-pressure basis, that there had never been any explosion or accident connected with the operation of these machines, and that other types of machines in the same plant had been operated safely in tandem. The company presented to the board elaborate exhibits showing the construction of the machines, and also introduced testimony as to the safety precautions that were taken to prevent possible injury to workers. It was further admitted by the company that new guards had been installed since the machines were first operated in tandem, and that other improvements had been made to protect the workers against any hazardous conditions. 19

Grievance No. 11 Rejection for Physical Unfitness

Union's Contention After a layoff of two weeks, Mr. F. was called back to work. He was given a physical examination by the company's doctor and declared unfit for work. His rejection was reported to the union, but the company officials refused to give any information to the union as to the nature of the man's condition that made him physically unacceptable.

Thereupon the union had Mr. F. examined by two physicians. Each of them pronounced him fully qualified to perform any job in the plant.

Moreover, the union pointed out that Mr. F.'s work previous to his layoff had been satisfactory, and the conditions used by the company physician as the basis for refusing reinstatement could not have developed in the two-week period while he was idle. Since this incident occurred in wartime, when the manpower scarcity was most acute, there was every reason to utilize Mr. F. on his old job, which he had been able to perform without any apparent difficulty of any sort. The union also argued that the company's reasons for rejecting Mr. F. were so flimsy that it must have an ulterior motive in refusing to put him back on the job.

Company's Position The company maintained that it had the sole right to determine the fitness of any worker, and that it was entitled to rely entirely on the statements of its own examining physician. This physician testified at the arbitration hearing. His testimony was to the effect that Mr. F. had defective eyesight, and varicose veins on both legs. On questioning ... the doctor

19 Ibid p. 54.
admitted that a report on Mr. F.'s condition made by another company physician the previous year showed a less favorable condition.20

Grievance No. 12 Qualifications for Better Job

Union's arguments Mr. C., prior to taking the job of sweeper, had worked in the mill on seven different jobs of a semiskilled of skilled nature. He had asked for and obtained a transfer to the sweeper job because of unfortunate family circumstances. Before taking this job he had been on a rotating-shift basis, alternating between two weeks on day shifts and two weeks on night shifts. When his wife died, he requested a transfer to a day shift job so he could take care of his children evenings. The only available job was that of sweeper, and he took that until a more desirable job on the day shift became available. Another reason for taking this unskilled job was that it involved working seven days a week and thus a greater take-home pay. And after the death of his wife he needed more money to take care of his family adequately.

In the light of his long diversified experience and his knowledge of all types of equipment in use in the mill, as well as his seniority rank, the union insisted he was entitled to the job of oiler when it became vacant.

Contract clauses involved Two entirely different clauses were cited as having a bearing on this case. These were in a sense contradictory. One vested in the management exclusive authority to direct the working force, including the right to hire, promote, demote, or transfer employees. This clause had only the restrictive proviso that the management would not exercise its right for the purpose of alleged discrimination against the union. (No question of alleged discrimination for union activity was brought into the case by the union.) The other clause applicable to the situation read as follows:

"When new jobs are created or vacancies occur, the employees of that department shall have the opportunity of filling the position in accordance with their departmental seniority and the ability to perform the job. . . ."

Now this provision would seem to deny management's unfettered right to transfer or promote anyone it wished without questioning by the union. But it does add a proviso, in the sense that the

20Ibid p. 56.
term "ability was expressly defined as follows: "the employee's faculty to perform a job in accordance with the product quality and production standards for the job."

**Company's position** The company conceded that Mr. C.'s seniority status would entitle him to the job of oiler, if he had sufficient qualifications for it. On the other hand, the management spokesmen insisted that Mr. C. did not have enough initiative and responsibility to do the oiler's work. This job, they pointed out, had to be done with a minimum of supervision, and any neglect or oversight would cause much damage. Thus, they held that the risk of putting Mr. C. on the job was too great to be prudently incurred. 21

**Grievance No. 13 Promotion to Non-Bargaining Unit Job**

**Union's contention** The union argued that Mr. T. had been passed over for promotion to a position as supervisor in favor of a Mr. W., an employee with much less seniority. They pointed to a clause in the contract providing that in all cases of promotion "within departmental classifications," seniority would govern where certain factors such as training, ability, experience, and adaptability were relatively equal. The union had a further point to make. There was another provision in the contract giving management the right to hire, suspend, transfer, or discharge for proper cause. Since this provision omitted any mention of promotions, it was logical to conclude, so the union argued, that promotions to all types of jobs had to be determined on the basis of the seniority clause just quoted.

**Company's contention** The company rested its case squarely upon the language of the contract itself, arguing that under the contract the company could use whatever standards it chose at its own sole discretion, in selecting people for supervisory jobs. The recognition clause in the contract entirely eliminated all supervisors from the jurisdiction of the contract. And therefore the union had no right to question the company's action in filling a job not covered by the contract. The union's reference to "promotions within a departmental classification," the company regarded irrelevant, in view of the absolute exclusion from coverage of all types of supervisory jobs. 22

**Grievance No. 14 Selection of Supervisors**

**Nature of dispute** The union contended that time and again the

21 Ibid p. 58.
22 Ibid p. 62.
management had informed its members that all employees would be considered for better jobs, and that, when openings for supervisory positions occurred, qualified workers in the same departments would be eligible for promotion on the basis of their seniority. According to the union, the company failed to follow through on its statements. As the result of the selection of an "outsider" for a supervisory job, the union decided to bring the issue to a head.

In doing so, it (referred to) . . . the following provision:

"In all promotions or transfers to more desirable jobs, the company will not consider the factors of race, color, creed, national origin, sex, or any other factors than seniority, training and ability to do the work. The company reserves the right to select its supervisory staff."

The union construed this section as requiring the management to use the factors of seniority, training, and ability in selecting employees for supervisory jobs, as well as all other types of jobs. It argued that the sentence giving the company the right to choose its supervisory staff appearing as it did in the same paragraph with the sentence determining how all better jobs were to be filled, could not and should not be interpreted as giving the company the unfettered right to do as it pleased.

The company reviewed the history of negotiations that led to the inclusion of the sentence in question. It pointed out that the management had insisted after considerable bargaining that it get the sole right to pick its supervisors and that a specific trade had been made with the union before this right was obtained. The company maintained that the first sentence cited above referred only to promotions that came under the agreement, and that in order to establish this point unmistakably it had insisted on the insertion of the sentence.23

Grievance No. 15 What the Employee Should Wear

. . . Miss M. testified that she had worn her midriffless dress on many occasions, and, up to the time an assistant superintendent of the plant objected to it, nobody had raised any question about it. She felt greatly embarrassed when she was sent home to change her clothes, and her father informed her that he thought the management was most unreasonable. Her father was very strict as to her conduct, she testified, but had always permitted her to wear the dress in hot weather, and she was by no means the only one wearing that type of dress in her community.

23 Ibid p. 63.
that type of dress in the community.

The company's side of the case was most briefly stated. It contended that it was their right and duty to see to it that decency in the attire of all their workers be maintained throughout the plant.24

Grievance No. 16  Forced Retirement

... A sixty-nine year old employee of a machinery manufac-
turing corporation ... was suddenly informed that he was "through," but would be given a retirement allowance. His union, the elec-
trical and machine workers (CIO) complained that he had in fact been discharged without proper cause, and forthwith took up the matter as a grievance. The question as framed by the parties ... read: "Was F.M. wrongfully discharged, as the union claims, or was he retired, as the company claims?" ...

Union's position  The union termed Mr. M.'s "retirement" a wrongful discharge on these grounds: (1) He had been in the company's employ for twenty-four years and had had a good employment record. He was in good health - in fact better than he had been in for four or five years - and he was still able and willing to work. (2) An arbitrator's ruling in a case involving Mr. M.'s classification, which awarded him a better classification and back pay amounting to $14,000, just prior to Mr. M.'s "retirement," undoubtedly had influenced the company in the action it took in this second matter involving Mr. M. The company had even chosen the day after the arbitrator's award was handed down, to tell Mr. M. of his discharge. (3) The company's action had violated a section of the contract.

The union also claimed that the fact that the company informed Mr. M. after his case had been certified for arbitration, that he would be paid a pension equal in amount to the social security benefit to which he was entitled, indicated that it was no more than an afterthought, and was entirely contrary to all practiced methods of retiring faithful employees. It therefore did not represent a retirement in the true sense of the word.

Company's position  The company stated that in 1942 the subject of Mr. M.'s retirement had come up for discussion, but had been post-
poned because of the manpower shortage. In 1943 Mr. M.'s retirement was again discussed, but the pending arbitration pertaining to his job classification made it necessary to hold off any action until

24Ibid p. 65.
the arbitrator's award was made known.

The company spokesmen . . . (said) that frequently retirements such as Mr. M.'s were effected upon the recommendation of the supervisors. They cited two recent retirement cases in which their had been no complaints. At the same time, the company representatives admitted that the company had no regular retirement plan.

In trying to prove that Mr. M.'s case was one of retirement and not of discharge, the company stressed the fact that Mr. M. had himself told his union representative that he was being "retired." Also, Mr. M. had been told by his supervisor, who led him to the general manager's office to hear of his imminent retirement, "They are thinking of retiring you. They are going through the department and taking all the old fellows out." Then the general manager told Mr. M. again, on his last day, that he was "not discharged, but retired."

Subsequently, the company spokesman further pointed out, Mr. M. had come back to accept the company's pension offer, and from that time up to the present (nine months later), he had accepted the company's monthly pension checks.25

Grievance No. 17 Reemployment

Union's Contention According to the union, the woolen workers union, AFL, Mrs. M. resigned her job when she had requested and been refused an increase in her pay to make her rate the same as that received by other employees doing similar work. At the time of this request, a union organizing campaign was under way and she had been active in signing up employees for membership. When her attempt to get a pay increase failed, she then asked for and obtained a release from the company. (This was during wartime, when manpower regulations required a release for employees leaving an essential industry.)

Some six months later, Mrs. M. was informed by some of the employees of the mill that new people were being hired to do the same sort of work that she used to do. She applied for a job but was turned down. Shortly thereafter, two new employees were hired to do exactly the same type of work that she had previously done for years.

The union insisted that the company was "taking it out" on

25 Ibid p. 66.
Mrs. M. for her activity in helping to organize the plant, and that therefore, the company was guilty of improper discrimination against her.

Company's position There was no real dispute between the management and the union as to the facts concerning Mrs. M.'s departure from the employ of the mill. On the other hand, the company spokesmen insisted that if it had not been for the fact that Mrs. M. had a family to support and that her father, brother, and sister were also employees, she would have been discharged long before she decided to leave. According to the management, Mrs. M. had been a constant source of trouble to her overseer, being of a very nervous temperament and hard to get along with. It was also pointed out that after leaving the mill, she had worked for at least two different employers at irregular intervals. Finally, the management maintained that it had known nothing about her union activity in recruiting members until after her resignation. Then too, the management made the point that it had the right under the contract to choose its employees from the open market, without interference by the union.26

Grievance No. 18 Supervisor Working

The union which represented the employees was the office workers' union, CIO. It contended that an assistant cashier of the bank was being assigned to clerical work in violation of the agreement.

Two contract clauses were involved. One made it mandatory for the bank to employ only members of the union to perform all work of a permanent or temporary character, except work involved in certain enumerated positions that were excluded from the agreement. The other clause was the one which excluded positions of a supervisory nature.

It was the union's contention that the assistant cashier was regularly doing some clerical work in the bank's loan and discount department. The bank officials sought to justify their position by pointing out that the assistant cashier had previously performed clerical work in the bookkeeping department, while holding his present position, and the union had never objected. To this contention the union replied that no binding precedent had been established. In fact, just because the union had overlooked a violation of the contract in the past, it was beyond the power of the arbitrator to hold that it had thereby waived its rights to have all work on jobs covered by the agreement performed by the members of the union.27

26 Ibid p. 69
27 Ibid p. 71.
Grievance No. 19  Restriction of Output

Contract clause involved  The current contract had a clause which read as follows:

"... it is understood, and agreed that during the life of this agreement there shall be no strike, sit-down, slow-down, suspension, or cessation of work or any form of interruption of production, nor shall the union or any of its locals, officers, agents or representatives or any of the employees represented by the union engage in any acts adversely affecting production in any plant, department or unit covered by this agreement."

Company's contentions  According to the management, the union had ordered some of its members to reduce the speed of their output on the polishing and grinding machines by about 15 per cent. The amount of the reduction was equivalent to the amount of incentive pay earned by the employees over their base rate. The company argued that the union had ordered the reduced rate of output because of dissatisfaction with the incentive rate, and had decided to use economic pressure instead of taking the matter up in the regular course through the grievance procedure. The company pointed out that the employees involved had been producing, for a period of time both before and after the current contract was negotiated, a volume of work considerably in excess of what was required to earn their base rate. The management asserted furthermore that the union had no right to direct the employees to reduce the speed of the machines and that by giving such orders they had engaged in a concerted slowdown in violation of the contract.

Union's position  It was the union's contention that there was no slowdown within the meaning of the contract, so long as the workers produced enough to earn at least their base rates. Their spokesmen pointed out that the company had never previously taken steps to prevent restriction of output as long as the employees met the base rate requirements. The union further maintained that in this instance it was following the accepted practice of doing a fair day's work for a fair day's pay. The premium for added work, its representatives contended, created an unduly heavy burden on some of the employees. The union had brought the situation to the attention of the management and sought to have it corrected. Failing to reach an accord with the company, the union officers concluded that they had the right to keep production down to the quota set by the company itself as the proper amount of production before incentive premiums became payable.

In substance, the union charged that there had been no slowdown but merely a proper refusal by the workers to do more than their
job, and if necessary, change the rate.28

Grievance No. 20  Refusal to Perform Assignment

Union's contention  The union took the position that one of its members, Mr. G. had been unjustly refused work which he was ready and willing to perform on a given day, and was not provided with any work for five days thereafter. The union conceded that this situation arose because of Mr. G.'s unwillingness to drive the truck to which he was assigned without a helper. The man's reason was that he considered this truck too hazardous to handle by himself in the making of numerous stops in the delivery of household fuel.

It was argued by the union that helpers had been supplied to drivers who were required to handle this type of large and heavily laden truck. To drive the truck without a helper, Mr. G. thought, would have been unduly hazardous. Hence the union considered him fully justified in declining to take over the truck. At the same time, it contended he was entitled to be given other work which was available and which he was capable of performing.

The union urged that in the past other drivers had refused to take out the same truck without helpers and the company had not insisted on their doing so. In the case of Mr. G., however, the company had apparently decided to make a test case by deviating from its former established practice.

Company's position  The company categorically denied that driving this truck without a helper was hazardous. In support of its position, it presented to the arbitrator a record of deliveries made with the same type of truck, without helpers, over a three-year period.

The company further made the point that the union had had ample opportunity during negotiations to raise the issue as to the use of a helper on this type of truck, but had not done so. It further maintained that there was another clause in the contract that enabled the union on thirty days' notice to bring up the question of improper work assignments and to negotiate in regard thereto. This was never done.29

Grievance No. 21  Change in Work Schedules

The union cited a provision which read as follows:

28Ibid p. 77.
29Ibid p. 78.
"Employees who are working on a regularly scheduled day of eight hours or more shall receive time and one half for the sixth consecutive day and double time for the seventh consecutive day worked in the scheduled work week."

The clause cited by the company was:

"A normal work week shall be thirty six (36) hours. No employee except as herein provided otherwise, will be required to work more than forty (40) hours nor more than six (6) days in any scheduled work week, nor more than eight (8) hours in any twenty four (24) hour period without the payment of overtime."

It was agreed by both parties that the purpose of changing the work schedules was to avoid the need of having individual employees work six consecutive days of eight hours each, as had been the practice during the war period. Because of the necessity of continuous operations, the company, in determining to have each employee work only forty hours a week, could not do so without splitting the continuity of the work week for some employees. In other words, some employees would have a regular forty hour schedule including Saturdays or Sundays, and some might be on a Monday through Saturday schedule but with a day off in the middle of the week.30

Grievance No. 22 Working Conditions

... the independent union representing the employees of a fish packing plant thought they had a satisfactory clause when they induced the management to agree to the following:

"No conditions or privileges now existing shall be taken away from any employee as a result of the signing of this agreement."

Certainly the management thought its rights were adequately safeguarded when it insisted on the following clauses:

"The management shall have complete control of the operations of the company and shall not be interfered with by the union as long as the employer lives up to the conditions of this agreement.

The right to hire and maintain efficiency shall be the right solely of the employer under the provisions of this agreement."

... a dispute arose when the company required a group of cutters to accept a new time-recording system upon entering and leaving the plant. The union contended that this amounted to a change in

30 Ibid p. 81.
working conditions and a cancellation of employee privileges . . .

Union’s contention When the group of cutters reported to work one day, the company informed them that commencing immediately they would have to take their time cards individually upon arrival to the time desk and deliver them to the company weigher. Likewise, at the end of the day, they would have to take their time cards from the weigher and deliver them to the company time keeper. This they had never previously been obliged to do.

For the past six years a different practice had been followed. The cutters had been required to accept a time card upon entering the plant and to return it on leaving the plant. While the cutters had been working on an hourly rated basis, there had been an informal, unwritten understanding that the normal hourly production quota for cutters was from 90 to 100 pounds of fish per hour. From time to time, the cutters had produced their full eight-hour production quota in less than eight hours. It had been the recognized practice to credit the cutters on the time card for eight hours’ work and eight hours’ pay, although sometimes they actually put in less than eight hours. Their efficiency and productivity made it possible for them frequently to "get ahead of production," and leave the shop for a hurried bite or a cup of coffee, or to make telephone calls or to quit work early to make bus connections. In other words when they had completed their daily quota, they were always considered to have given a full day’s work and were given considerable leeway as to their actual hours. Most of these cutters had been employed by the company for nearly twenty years, and their efficiency, loyalty, and honesty had never been questioned.

Company’s position The principal arguments advanced by management in support of its position were: (1) Under the contract clause vesting in management complete control of the operations of the company, it had the unfettered right to decide how the working time of any of its employees should be recorded; (2) The adoption of a new method for recording time was merely a reasonable shop rule which was commonly used in industry in general, and also in other departments of the company’s business; (3) The change in method was comparable to a change from payment of wages in cash to payment of wages by check, and under its right to manage the business the company could properly do this, as well as decide on a different method for recording time; (4) After the current agreement was put into effect, the company had changed the method of recording time for groups of employees in two other departments, and no objections had been raised either by the employees or the union. This, inferentially, upheld its right to do what it had done.31

31 Ibid, p. 83.
Grievance No. 23 Union Membership at Time of Contract Execution

This contract provided that employees who were members "in good standing in accordance with its constitution and bylaws," as well as all employees who might subsequently become members of the union, must maintain their membership in good standing for the duration of the contract.

Three women employed by the company refused to pay union dues or initiation fees. For a period of some three months the union had sought by direct approach to the women to get them to meet their financial obligations. The union had no success. Its officers' first inkling of the unwillingness of the women to make any payments to the union came when they refused to sign voluntary checkoff cards. (The contract contained a provision for a checkoff of union dues upon specific authorization of individual employees.) At the time these employees stated that they did not intend to remain much longer with the company and that was why they did not want their dues deducted.

After failing to get the women to make any payments to the union, its officers requested the management to discharge them for failure to remain in good standing with the union. The company refused on the grounds that in its opinion these women never had become members in good standing and, not having been such at the time of the execution of the contract, were exempt from the maintenance of membership clause.

At the ... hearing the company presented affidavits signed by each of the women. The affidavits asserted that they were not members of the union. They admitted having signed an application card while the union was organizing the shop, but insisted they had been told that they were free to join or not join if the union won the election which was about to be conducted. After the election they decided not to become members, and the reason for refusing to sign checkoff cards was that they felt they had never been members and did not owe the union anything.

The company stressed the point that even if by signing application cards they had been accepted into the union membership, they were certainly delinquent on the date of the signing of the contract and certainly were not in good standing on that date within the meaning of the union's constitution and bylaws.32

32 Ibid p. 94.
Grievance No. 24  Work Assignments Challenged

(The union) argued that over a period of some months the company had employed some workers who were known as counters to do the counting of parts. Gradually, these jobs were eliminated and the work of the counters was taken over by dispatchers. The main evidence in support of its position was the job description for the position of dispatcher which the company had supplied to the union while counters were still being employed. Nowhere in the job description for dispatcher was there any mention of doing counter work. The union conceded that occasionally the dispatchers had helped the counters, but only when they were overcrowded with materials.

The company maintained that dispatchers had always done counting in connection with their other work. The fact that their job description made no mention of counting was immaterial. It is impossible to include in a job description every conceivable assignment that is involved in many types of jobs. The company made the further point that counters had been employed only when there was an unusual volume of work on the second shift, and that as the volume gradually declined and the second shift was eliminated, there was no valid reason to continue to have separate employees engaged in counting work.33

(The union requested that the dispatchers not be required to do counting work.)

Grievance No. 25  Seniority Privileges

Contract clauses at issue  There were two elaborately written and carefully detailed contract clauses cited in this dispute. The one that the union thought governed the situation was the seniority clause which read as follows:

"Seniority shall be defined as length of service. Seniority shall be by job classification first, by departments, then shopwide, where such jobs are available and the affected employee is capable of performing the work. Where no jobs are available in the employee's job classification, either in the employee's department or in other departments in the shop, the affected employee's department or other departments in the shop, the affected employee's seniority shall become plantwide for such jobs as are available and he is capable of performing. Employees with greater seniority who are to be transferred shall be given preference to such available jobs whether in their job classification or plantwide."

The company, on the other hand, insisted that the clause setting out management rights should determine the ... decision. The management rights clause was:

"It is the responsibility of the employer to maintain discipline and efficiency in its plant, and the right of the employer to hire, discipline and discharge employees for just cause and transfer and relieve employees from duty because of inefficiency or lack of work is expressly recognized, subject to the right of appeal thru the grievance procedure herein. The introduction of time standards and the selection, placement and distribution of personnel are the responsibility of the employer, subject to the terms of this agreement. In addition, the right to plan, direct and control the operations of the plant, to introduce new or improved production methods, to establish production schedules and quality standards are solely and exclusively the responsibility of the employer."

Essential facts and contentions Miss M., the union contended, was entitled to be placed on a newly created job that resulted from the consolidation of three jobs into one. One of the three jobs was merged with others, and since she was capable of performing the newly created job, she was entitled to this job on the basis of her seniority rights.

The union argued that as long as the company did not question Miss M.'s competency to perform the combined job, it should not question the seniority rule as to the eligibility of Miss M. That, the union argued, was a matter for the union to decide for itself and in so doing it would follow the same procedure as applied to any reduction in the work force. In cases of general reduction, the contract required competent workers with the greater seniority to be retained in their department, regardless of the time they had spent on any specific operation in the department.

It was the position of the company that the combination of three operations into one job did not result in creating a new job, and therefore the seniority clause should not govern. Were that to be the case, it would upset the company's authority under the management rights clause to place and distribute its personnel, and to introduce new or improved methods of operation.

The company stressed the point that another employee who had performed the operation consisting two thirds of the combined job should not be removed therefrom. To do so would infringe upon the company's right to manage the distribution of its employees.\textsuperscript{34}

\textsuperscript{34}Ibid p. 102.
Grievance No. 26  Scheduling Work Based on Seniority

The facts in the case were not in dispute. On a particular Saturday, there was special work to be done for a crew of eight employees. Under the current contract this work was to be assigned on the basis of the employees' seniority. Seven of the eight workers called in had the requisite seniority to entitle them to be called in for the extra work. The eighth, Miss D., was a junior, two employees having greater seniority, Miss N., and Miss F., each insisted that she was entitled to be called in for the special Saturday work.

The union urged that both Miss N. and Miss F. be given a day's pay because they had been deprived of the privilege of the extra Saturday assignment. It did not deny the fact that work was available for only eight employees. It argued however that since the company had not adhered to the seniority list in accordance with the contract, a penalty should be imposed upon the management equivalent to a day's pay for each of the two aggrieved workers. Such a penalty, the union argued, would serve to impress upon the foremen of all departments in the mill their obligation faithfully to adhere to the seniority clause of the contract.

The company conceded that the junior employee, Miss D., was called in for work inadvertently and that another qualified worker with greater seniority should have been given the work on the Saturday in question. Because of the error, the company agreed to provide a day's pay to the worker who was higher on the seniority list. The company insisted, however, that it had no obligation to pay anything to the other employee who was next in line, because even if a mistake had not been made, this second worker would not have been entitled to work on that day.35

Grievance No. 27  Discharge Challenged

A case in which the facts were seriously in dispute arose between the . . . union and a department store which had discharged one of its elevator operators. This operator had had an impeccable work record for a two-year period before he entered the armed forces and again after his reinstatement to his job upon his return from the war.

Disputed facts  On the day of his discharge he was operating his elevator as usual, and according to the story presented by the union.

had not been aware of any untoward incidents. Late in the morning he was called into the office of the store superintendent. The superintendent asked him if he had struck any employee while he was operating his elevator. He stated that he did not recall having hit or pushed anyone. He was informed, however, that several employees had seen him push Miss D. in the stomach and shove her out of the elevator as she was trying to enter it. He had no recollection of any such incident.

The union spokesman advanced ... (an) explanation as to what might have gotten the employee into his predicament. Miss D. attempted to get into the elevator at a time when most of the employees were rushing to get to their work places. The elevators were always crowded at this time. Pushing and shoving were commonplace. It was possible that Miss D. had been pushed by some of the employees who were directly behind her, and had accidentally pressed against the operator's arm as he was shutting the elevator gate in front of her.

The union further maintained that by reason of the operator's height and his position in the elevator, it was not physically possible for him to do what he was charged to have done. The more likely explanation was that Miss D. was pushed against the door while the operator was closing it.

The contract clause invoked by the union was the usual one preventing discharge except for just cause and authorizing arbitration proceedings in the event of a dispute. ... It was conceded by everyone that the car must have been full, if not excessively crowded.36

Grievance No. 28 Discharge for Insubordination

The discharged employee, Mr. L. had been approached by the personnel director, who was new in the company, simply because the latter felt that it was his duty to become acquainted with all the workers. On the day of the discharge the personnel director had discussed with Mr. L., among others, the desirability of changing the work assignments of his department. Everyone else approved of the idea except Mr. L. He keenly resented the proposal and argued at great length with the personnel director. Thereafter, Mr. L. went to the plant superintendent and informed him that if the personnel director did not keep away from him, he would "kick his teeth

36Ibid p.113.
out." This Mr. L. did not deny. Upon a review of his tactics and conduct by the superintendent he emphatically said that he did not want the personnel director to come near him again. At that point the superintendent fired him.

In his own defense, Mr. L. denied that he had meant to use any physical force against the personnel director. He had merely meant to show his resentment and in an excited state wanted to let everyone know of his feelings toward that official.37

Grievance No. 29  Layoff for Faulty Work

A group of weavers in a cotton mill were laid off for alleged faulty workmanship. Their union, the textile workers (CIO), took the position that the real causes of the defective output were lack of supervision, mechanical difficulties, and unsuitable materials. It disputed the layoff and sought back pay for the time lost by the entire group.

Contract clause in question The current contract had a provision declaring that "the right to regulate the quality and quantity of production and also the maintenance of discipline are the responsibilities of the management." Relying on this clause, the management insisted that it was properly authorized to take whatever remedial action it considered necessary.

Up to a few years ago, the management pointed out, the practice of the mill was to "dock" weavers when the quality of their work was substandard. When docking was abolished, the management still found it necessary to impress upon the weavers the importance of maintaining a proper standard of output. The weavers who were laid off had failed to flag their looms - i.e., report improper operating conditions. And it was their further duty to stop their looms altogether when "seconds" were being produced.

In rebuttal the union pointed out that the time the weavers were laid off they were merely told their looms were making bad cloth because of mechanical trouble. When one of the weavers attempted to explain to the management the poor material which was causing some of the defects, no attention was paid to him. When they were put back on their jobs, several days later, mechanical defects still existed and a considerable volume of repairs had to be made.38

37 Ibid p. 116
38 Ibid p. 119.
Grievance No. 30 Variable Initiation Fees

(The union) decided to charge higher initiation fees to new members than the fee charged to persons who had joined during its organizational campaign. The contract contained a closed shop provision and therefore all employees were obliged not only to join the union but to pay whatever initiation fee the union considered appropriate.

The company questioned the fairness and propriety of the higher initiation fee. Its management felt that excessive demands made on the workers who had not already joined the union would be considered by them as an act of unfriendliness to them by the union and would create friction that would affect the efficiency of the plant. The company had previously operated a nonunion shop for many years. Now that a closed shop contract had been entered into it wanted to maintain wholesome relations with the union and to make sure that all employees felt favorably disposed toward the union.

The explanation given by the union in the hearing was that while the plant was being organized an unusually low initiation fee was fixed. All workers were privileged to take advantage of the opportunity to join the union at the low rate and many did. A notice was circulated fixing a date beyond which the special initiation fee would not prevail. Hence all workers were informed of the situation and had a chance to save money by signing up before the deadline for the higher fee.

There were other circumstances which the union admitted had caused it to insist on the higher fees for new members. There were several workers who had been most active in opposing the unionization of the plant and had used questionable tactics in their opposition. The union found it most desirable to charge them higher initiation fees in order that they would understand the purposes for unionization and the policies of the organization with which they must become affiliated if they were to keep their jobs.39

Grievance No. 31 Higher Initiation fee for Nonstrikers

(The) union wished to exact from those employees who had not participated in a strike prior to the signing

39 Ibid p. 104.
of a closed shop contract, a higher initiation fee than the fee charged to those who had supported the union.

... Since the strike, its spokesman (said), it had been the company's sincere desire to live up to the spirit as well as the letter of the new contract, to cooperate with the union thereafter, and to see to it that all the workers acted in harmony with the union, so that wholesome relationships prevail all around. But the company strongly felt that any excessive initiation fee charged to workers who did not join the strikers would tend to prolong the memories of past strife, which should be forgotten.

The union's principal argument in support of its wish was that a large group of workers in the shop, who had sacrificed a great deal by staying out on strike and had won benefits that accrued to all workers alike, including those who had made no sacrifice or contribution at all, should be rewarded for their sacrifices. Likewise, the $10 initiation fee, instead of the $5 one charged to the striking members, should be paid cheerfully by those workers who would benefit from the sacrifice that had been made by the others. It was not that it wished to be vindictive or revengeful against the nonstrikers, the union further pointed out. It just did not want the nonstrikers to harbor the thought that they had "gotten away with something." 40

Grievance No. 32 Bulletin Boards

There was no clause relating to bulletin boards in the agreement ... Nevertheless the union, after the contract was in effect, requested the company to permit its officials to post notices on the plant bulletin boards. In support of its request, the union pointed out that it was general practice throughout industry for management to provide bulletin board space for union notices that were necessary to keep the union members fully informed on the current activities of their local.

The company declined to accede to the union's request and took the position that it had no obligation under the contract to do what the union sought. 41

40 Ibid p. 103.
41 Ibid p. 107.
Grievance No. 33 Discharge I

The case involved six employees who, prior to the reconversion following World War II, had been paid on a piece-work basis. When civilian work was resumed, many production difficulties were encountered. Some of these arose because of the poor condition of the machinery that had not been used for war production purposes and had just been restored to operation. In any event, whether it was wholly attributable to machinery or lack of effort on the part of the employees, the workers' earnings dropped considerably. The management complained about the lack of sufficient output and informed the workers that if they did not exert reasonable effort, they would be paid merely the down-time rate applicable to their jobs. On receiving this notice, the workers, who were all women, became emotionally upset. Their disturbed condition was intensified when the management assigned a checker to watch their activities and to record their production constantly.

Matters reached a stage when the women became so excited that they left their work and retired to the rest room for a short period. Their foreman told their union representative that if these women did not want to get back on the job immediately they had better go home. On being so informed by the union representative, the women went home for the day. As recounted ..., they considered it desirable to take a day off and regain their composure, fully intending to return to work the next morning. The next day when they appeared at the plant they were informed they were discharged.

The union took the position that in the past whenever a woman employee felt indisposed she was permitted to go home and resume her duties the following day. There was sufficient provocation, the union spokesman argued, for the nervous condition of these employees to warrant their deciding to go home for the day. They believed that by the following day matters would be adjusted so they could resume their operations in the proper manner.

The company maintained that these employees had acted collusively in an attempt to disregard proper shop procedure and discipline. Their refusal to proceed with the work was tantamount to a strike in violation of the existing agreement, which provided that there would be no strike while any dispute was pending in the grievance procedure.
These women had quit their work in violation of the agreement and they had furthermore disobeyed orders to stay on their jobs.42

Grievance No. 34 Discharge II

The . . . issue presented . . . involved the union's contention that a repairman had been improperly discharged. This employee, Mr. B., had been called into the office of the general manager and informed that a machine on which he had worked was found defective. As all the repairmen, including Mr. B., had been previously warned not to do defective repair work, Mr. B. was discharged on the spot. The union asserted that Mr. B. had been directed to repair only one part of the machine, and thus should not have been held responsible for the other part that was found defective.

The management . . . pointed out that there had been a great deal of trouble with the quality of the work and drastic action had to be taken to impress upon all repairmen the necessity for more efficient performance. All of them had been warned, and as a further corrective step, they were required to put their initials on the machines they were directed to repair. Thereafter the work of most of the men greatly improved. Mr. B., however, still was passing work which was faulty or improperly done.

The failure of Mr. B. to repair both parts of the machine was the last straw and the management could no longer tolerate his careless work. He had been directed to repair the machine in question to the full extent that adjustments were necessary. He had repaired only one portion and neglected to repair the other. It happened that this machine was chosen for a test check before a group of repaired machines was shipped out, and in the course of this check, his faulty work was discovered. The management insisted that it was necessary to protect the company's reputation against further criticisms, as well as the loss of patronage, by removing Mr. B. from its employ.45

42 Ibid p. 111.
43 Ibid p. 112.
Grievance No. 35 Discharge for Fighting

A man and a woman employed by a box manufacturing company were both discharged for engaging in an altercation. Their discharge was protested by their union, . . . on the grounds that the fight was provoked by specific action on the part of the company.

The facts were disputed. On the morning of the fight, the company had notified the union shop committee that there would be a layoff of several workers that morning, instead of twenty-four hours thereafter, as the contract required. On being informed of the circumstances, the union agreed to the immediate layoff. Nevertheless, most of the workers felt aggrieved.

One Mrs. N. took it upon herself to criticize Mr. E., a member of the shop committee, for agreeing to the layoff. Harsh words followed. Mrs. N. took offense at certain remarks of Mr. E., claiming that he had called her a bad name, whereupon she slapped him and he slapped back. Mr. E. denied that he had called her any name at all, but admitted that he had slapped her after she had taken a mild poke at him.

A further point made by the company was that there had been a personal feud between Mrs. N. and Mr. E. and that neither had spoken to the other for a year and a half up to the day the altercation occurred. The company insisted that the fighting was inexcusable and that the discharge of these workers was essential to preserve discipline and maintain efficiency. It further pointed out that the contract provided for the discharge of an employee for cause, including "misconduct." Certainly the fight between Mrs. N. and Mr. E. constituted misconduct on the part of both.

. . . Information introduced at the hearing . . . (showed an) excellent record maintained by Mrs. N. during her eight years of employment, and . . . the fact that this was her first serious case. . . . In the case of Mr. E., however, it was disclosed at the hearing that he once before had been discharged on account of a fight and had been reinstated when a federal conciliator intervened. 44

44 Ibid p. 115.
Grievance No. 36 Discharge for Insubordination

Facts involved in the dispute The current contract, expressly authorized the company to maintain discipline and efficiency. It also provided that no discharge should be made without just cause, and cited insubordination as a just cause.

Mr. W., the spinner who was fired, had worked for the mill for more than six months. His work had been satisfactory. On the day he was discharged from the payroll, his overseer had ordered him to operate a double mule. He had always been engaged in operating a single mule. Mr. W. refused to accept the dual assignment, stating that he would prefer not to work at all that day because he was not used to handling a double mule efficiently. He was told by his overseer that he was through and to come in the next day and get his pay.

According to the union, there was sufficient work available on Mr. W.'s shift to enable him to operate at least six hours on a single mule basis. It argued that the overseer had acted arbitrarily in forcing him to move over to another machine. The union spokesman further asserted that the overseer had a grudge against Mr. W. since the company had overruled the overseer on a grievance filed by Mr. W. in which the overseer was found at fault for disallowing Mr. W. pay for time lost when his machine was down.

The union had another point to make. It alleged that the overseer had expressed a desire to fire all the spinners who happened to live in a different town from that where the mill was located. Mr. W. was one of the nonresidents and the overseer was just looking for an opportunity to make good on his expressed intent.

On the part of the company, it was stated that the customary practice, when materials were scarce or when necessary for other reasons to get efficient production, was to move spinners from single to double mules. When Mr. W. objected to his temporary transfer, he claimed he was being "tossed around" and exchanged some harsh words with the overseer. The refusal by Mr. W. to carry out the orders and his act in leaving his job and going home were definitely insubordination and a proper cause for discharge. The overseer testified he bore no grudge against Mr. W., but hadn't
liked his attitude on the day in question and therefore felt that in order to maintain his authority Mr. W.'s discharge was necessary.45

Grievance No. 37 Penalty for Sleeping on the Job

A watchman in a shipbuilding company was discharged for sleeping while on duty, in a part of a ship which he had no business to enter. His union, the marine workers (CIO), protested the discharge and sought his reinstatement with back pay.

The company pointed out that one of the rules that were known to all employees was that providing that any man caught sleeping on the job would be subject to discharge for the first offense. On the night when the watchman, Mr. M., was found asleep, his foreman, instead of waking him up immediately sought and obtained two witnesses, one of whom was the shop steward. He led them to the place where Mr. M. was sleeping, which was the refrigerator room of the ship where he was stationed. The foreman shouted to the man and he was promptly routed out. He then denied that he had been asleep but admitted that he had been in the refrigerator room for more than a half hour. The company contended that dereliction in the performance of the duties of a watchman was a very serious matter and that the discharge was absolutely necessary to safeguard all the other workers, as well as the property of the company.

In behalf of Mr. M., the union sought to mitigate the penalty. First it argued that there was no conclusive proof that Mr. M. had actually slept on the job. Secondly, it contended that some lesser disciplinary action should be imposed, if (the foreman's assertion was accepted.)46

Grievance No. 38 New Job Rates

A contract entered into by a large textile firm and the textile union (CIO), contained the following clause with respect to fixing rates for new jobs:

"Whenever new jobs are installed or jobs are changed

46 Ibid p. 135.
to incentive, where no rate or base rate has been established in the wage scale, the company will notify the union in writing of the proposed rate or base rate for such jobs. Upon receipt of such notice, the national representative of the union and a representative of the management shall meet to discuss the proposed rate. If agreement is reached, such agreement shall be reduced to writing as an amendment to the wage scale of this agreement. Should they fail to agree within ten days of the initial discussion, the matter shall be referred to arbitration as provided in this agreement.

This clause had to be invoked when two new jobs were created at the time a new boiler was being put into operation. The jobs were those of boiler operator and auxiliary boiler operator. The company fixed the rates for the jobs, it contended, on the same basis that rates for all other jobs in the maintenance department had been established. Even so, the union felt that the new rates were much too low. Its representatives demanded a rate for boiler operator of some four cents higher than the rate decided on by the company, and a rate for auxiliary boiler operator at least 25 cents higher than the established rate.

The union advanced two main arguments in support of its demands. One was that its proposed rates were in line with those being paid by a considerable number of companies in the general area. The other reason was that the new jobs were unusually hazardous and therefore the operators should get proportionately higher rates. In fact the union insisted that the two jobs be substantially higher, on account of the alleged work hazard, than any other jobs in the mill.

The union also asked that the adjustment... be made retroactive to the date when the change was made. It cited the contract clause that called for this retroactivity.

To prove that it had good grounds for fixing the rates it did for the two jobs, the company submitted exhibits showing that its rate for the boiler operator was higher than that paid by other mills in the same state and in two neighboring ones. The company conceded that higher rates were paid by power companies in the same area, but it pointed out that these were utilities, and were in no sense competitors, therefore the rates paid by them did not represent a true basis for comparison.

As for the auxiliary job, the company pointed out that
the increased rate it had fixed was based on the job evaluation it had made for the position. And although other companies showed a wide divergence in the rates set for this job, possibly this was due to a divergence in job requirements in different companies.

Since the parties could not agree on the rates for the new jobs, the matter rested for six months . . . . The Company agreed that the date the new jobs were first installed was the proper date for the new rates to begin.47

Grievance No. 39 What is a New Job?

(This was one of those) contracts which permit wage adjustments to be made through the grievance procedure only when new jobs are established . . .

A double barreled dispute arose between the electrical workers' union (CIO) and a machine tool company with the introduction of an incentive-pay system in some departments of the plant. The work of the timekeepers in these departments underwent a decided change. The union contended (1) that the added responsibilities of the timekeepers in the incentive-pay departments actually resulted in the creation of a new job, and (2) that the timekeepers in these departments should have a higher rate of pay than the timekeepers in the nonincentive departments.

The company's position was that the added work assignments were not of sufficient consequence to warrant reclassification of any of the timekeepers, and that even by re-evaluating the jobs under the point system then in effect, no rate increase could be justified.

The main points of difference involved how much should be given in the way of point allowances for three factors, namely, "basic knowledge," "dexterity demand," and "physical demand." The union pointed out there were several other jobs in the plant which had the same requirements, so far as these factors were concerned, and that these other jobs had been given higher point allowances on these factors. The company maintained that the timekeepers in the incentive pay departments were required to exert much less physical effort than the other timekeepers, and that the re-

duced physical effort should offset the higher point allowances for the two other factors.\footnote{Ibid p. 165.}

**Grievance No. 40 Equal Work?**

The contract in effect between a chemical company and the electrical workers' union (CIO) contained the following clause:

"Female employees assigned to the same operation, which has been or which is performed by men, shall receive the same pay when they produce the same quality and quantity of output."

The question . . . (was) whether or not two women were actually doing the full job previously assigned to men in sizing dies. The union pointed out that for a considerable of time the die-sizing work had been performed by a team consisting of one man and one woman, the woman in the main assisting the man and receiving a lower rate. Then when the management put a woman on the job that had been always performed by the man with the aid of a woman helper, the new team did all of the work involved in the operation, with one single and slight exception. The only exception was that the woman was not required to truck materials to "finished stores," a task which had taken the male operator no more than ten to fifteen minutes a day.

Calling attention to the contract clause quoted above, the union insisted that each of the women who had been assigned to the work previously done by the male half of the team should get the full rate that the men on this job had been receiving.

The company had an entirely different story to present. Its spokesmen pointed out that many months earlier representatives of the company and union had met and negotiated rates which were to be paid to women employees who might be used to replace men on various jobs throughout the plant. On the die-sizing job it was agreed at the time when women replaced the male operators that the new team of two women (instead of one man and one woman) could perform only 91
per cent of the total job. Accordingly it was further agreed that the rate for the woman who took over the man's assignments would be only 91 per cent of the contract rate for the male operator. The company further explained that at the time this special agreement on rates was entered into, an understanding was reached to the effect that further adjustments would be made in the women's rate if and when it could be established that they were performing all or a greater percentage of the work assigned to men. It was not until nearly two years later and nearly nine months after the women ceased to perform the man's job that the union filed its complaint. Apart from the undue delay, the company contended that the rate itself had been established by agreement and therefore was not subject to arbitration. 49

Grievance No. 41 Different Rates Between Two Plants

Specifically, the union contended that the rates paid in the hammer shop of plant A were substandard compared to the rates paid in plant B. Both plants were located in the same state. In support of its contention, the union pointed out that the men in the hammer shop at plant A had been producing considerably over and above the normal expected output since their rates had been reviewed and adjusted some months earlier. Currently, the union argued, the output of the men in plant A had at least reached the level of output at plant B.

The company's position in the main was that no evidence had been presented by the union and no evident could be produced to demonstrate that there had been any change in working conditions at plant A after the effective date of the current contract. Accordingly, so the company spokesman argued, the union had no justification in seeking an upward adjustment on that score. The management further contended that whatever differentials existed between the two plants were the result of different working conditions and these existed at the time the contract was executed. 50

49 Ibid p. 165.

50 Ibid p. 167.
Grievance No. 42 Additional Duties

The contract . . . provided for review under the grievance procedure of claims for merit increases based on assignment of additional duties to employees.

The union contended that Mr. L. was entitled to a merit increase to the maximum of his job grade because he was currently assigned to breaking in, instructing, and supervising planer operators. Mr. L. had been employed by the company for twenty-five years, and for a year previous to the time when the dispute arose, had been classified as an "AA planer operator." His rate on this job was 5 cents below the maximum of the job grade. This rate was given to him before he had been assigned to his instructional duties. The union urged that he was entitled to the maximum of the job grade because the company had tacitly admitted his superior qualifications by assigning him to instruct other employees in the duties to be performed by Class AA operators.

The company disputed the union's contentions. Its spokesman argued that Mr. L. had never actually been qualified to perform the duties of AA planer operator. Actually, he was and had always been a Class B planer operator but had been given the AA classification because of his assignment as instructor of B operators. The company further asserted that the chief reason for his current classification was that there was no job title in existence that met the specifications of the work performed as instructor for B operators. Being desirous of granting Mr. L. an increase, the management had given him the AA classification just as an expedient.

Moreover, the company asserted that there was no longer a need for him to give instruction to Class B operators and therefore it would be illogical and improper to give him the maximum of the Class AA rate range, since he himself had not established unusual proficiency as an operator in either category.51

51 Ibid p. 175.
Grievance No. 43 Expectancy of Incentive Earnings

The contract provisions that gave rise to (a grievance) read as follows:

"It is agreed that an appropriate incentive system shall be established along the following principles: incentive shall be applicable to press operators and cleaners, and such other classifications as may from time to time be agreed upon.

"The guaranteed and base rate for press operators shall be $1.05 per hour, and the guaranteed and base rate for cleaners shall be 70 cents per hour."

It was contended by the union that employees holding the jobs of pressmen and cleaners had not been provided by the company, at the established piece rates, with proper opportunity to earn a "reasonable expectancy" of earnings over their base rate.

Union's contentions The union's contentions in this case can be summarized as follows: (1) In setting up of time elements required to do the work, insufficient time was allowed for personal needs and fatigue. A combined allowance of 9.2 per cent was allowed for these purposes. The union cited many authorities in the field of industrial engineering who recommended fatigue allowances ranging from 10 per cent upwards for work of a lighter nature than that performed by the employees engaged in these jobs; (2) The company's calculated earnings of 20 per cent above the base rate did not constitute a reasonable allowance and was inadequate according to qualified specialists on time study matters. The union cited numerous firms with which it had contracts providing for incentive earnings ranging from 25 per cent to 33 per cent over the base.

Company's position With respect to the union's contention of an inadequate allowance for personal needs and fatigue, the management pointed out that in addition to the 9.2 per cent allotted for these purposes, 10 minutes were allowed each day for unavoidable delay and 15 minutes for clean-up. Hence the total allowance for the combined purposes was 14.4 per cent, which was a very generous allowance indeed.
As to the rate of anticipated earnings, the company stated that it had originally allowed 15 per cent above base, which it considered adequate, but later increased the allowance to 20 per cent. This it regarded as entirely ample and in line with allowances recommended by noted engineers. It mentioned that one engineer had proposed 13 per cent, two, 15 per cent, five, 20 per cent, and only two had recommended 25 per cent.

The company made a further point. It argued that any additional allowance in the incentive rate would result only in an increase of the company's labor cost that would place it at a disadvantage with its competitors. The management cited figures showing that on one particular operation an increase in the piece rate of 15 per cent had resulted in an increase of output of only one per cent. In a second operation, a rate increase of 5 per cent had caused an increase of output of 9 per cent. In a third operation, a rate increase of one per cent had caused a production increase of 3 per cent. The averages for these three operations showed that with a net increase in piece rates of 5 per cent, the output had increased only 2 per cent. These figures, the company insisted, showed that the management had not been able to obtain a proportionately greater output when it had made it possible for its employees to obtain higher earnings.52

Grievance No. 44 Was an "Extra" Warrented?

A shoe manufacturing corporation was confronted by the claim of the CIO shoe workers' union for the restoration of the price originally established upon the introduction of "Compo-Compressor Sole Attachers." In plain language, this meant that when chemically treated soles were first introduced it was recognized by the management that employees were subjected to handicaps in working on these soles and a price rate adjustment was accordingly made by increasing the rate from 36 cents to 50 cents per 36 pairs.

A few months later, there was a change in production conditions. The handicaps that prevailed at the time when the chemically treated soles were first introduced, were

52 Ibid p. 192.
eliminated. Accordingly the company reverted to the 36-cent rate. That was the explanation of the management. The union maintained, however, that other conditions had arisen that retarded the employees' production and that therefore the original rate should be continued.

In rebuttal testimony at the . . . hearing, the company made two further points: First, it explained it did not eliminate the extra premium that was paid when it became necessary to work on chemically treated soles, until sometime after it had reverted to the use of "strap" leather. Instead the management wanted to make certain that the leather then in use provided the same working conditions which had prevailed before it became necessary to add the extra 14 cents. Only when the management was sure that normal working conditions had been restored was the extra eliminated.

... The company provided . . . a record of the earnings by Mr. G., an experienced sole layer. He had worked steadily during the entire period when the extra was paid and also for a further six-month period after it had been eliminated. Despite the reduction in his piece rate, Mr. G.'s average hourly earnings for the latter period showed an increase over the former, of some six cents per hour.53

Grievance No. 45 Rate Reduction on Discovery of Error

(The) union protested the management's action in reducing the rate for cutting two types of patterns. The union insisted that the rates originally set by the company three months earlier be maintained. It argued that the initial rates were not entirely satisfactory but the members of the union had accepted the rates and proceeded to cut the soles.

It was asserted by the union that, after the rate reduction, the fastest cutter could not cut more than one case per hour and the ordinary cutter could not complete a single case in one hour. The result of his lowered production was a decrease in his average hourly earnings of

53 Ibid p. 194.
about 20 cents per hour.

The company maintained that in setting the piece rates for these particular patterns it had followed a method that had long been established and agreed to by the union for setting cutting rates. If this method had not been followed, the company argued, the union would have been the first to complain. But in fixing the rate for these patterns, the company pointed out, an error had crept in. It was a simple error in arithmetic. The number of pieces in these shoes was counted to be twelve per pair instead of ten. When the error was discovered, the company immediately made a proper correction in the rate. To refute the union's testimony regarding the earnings of the fastest cutter, the company produced figures demonstrating that many of the other cutters had earned, at the corrected rate, piece rate pay in excess of what they had received when the rate was initially set.54

Grievance No. 46  Rate Allowance for Change in Materials

The union insisted that a rate adjustment should be made for cutting "gabardine with faille backing." The union contended that this combination of materials presented a difficult cutting problem and at the established rate for cutting, which was the same as for leather cutting, the employees were unable to produce enough to attain their normal average hourly earnings. The union therefore insisted that the rate be changed to yield to the cutters their normal earnings.

The company relied on the language of the contract. There was a provision in the contract stipulating that the rate for cutting "single" cloth would be the same as for cutting leather. The management admitted that the combination of gabardine with faille backing did take somewhat longer to cut because of its thickness, but argued that the claim presented by the union was exaggerated. The management further asserted that this item involved a very small quantity of the total output of the cutters and therefore the variation in the rate of output was inconsequential.55

54 Ibid p. 195.
55 Ibid p. 197.
Grievance No. 47 Use of Different Materials

A raincoat manufacturing company was unable to set to the satisfaction of the union the piece rates to be paid for various operations that had to be performed in the production of army raincoats.

In accordance with the contract provisions, the management itself first set the rates on the items going into the production of a new type of raincoat. This was a so-called "Buna-coated" raincoat which was being produced in large quantities for the United States Army. In fixing the rates, the management calculated that the estimated output of the workers on each of the jobs would be such as to yield appropriate average hourly earnings in accordance with the skill and effort required. The "Buna-coating" being a form of synthetic rubber, was a new substance, in the sense that the employees had never previously handled it. This material was softer than other coatings that had been used on other types of raincoats. Therefore special care had to be exercised in handling it. Nevertheless, the union pointed out, the company had set the rates for the coating operations on the same basis as had been used in determining the rates for production of resin-coated raincoats. Accordingly the union insisted that there be an upward adjustment of the piece rates in all operations involving the handling of the Buna-coated material.

The company urged that there were other factors that more than offset the disadvantage from the use of the Buna material. In this particular type of raincoat, the cutting and spreading operations were less difficult. Hence, if anything, a downward adjustment of the piece rates was warranted. Indeed, the company maintained, it had set the rates for the new type of raincoat on the basis that would actually enable the workers to attain a substantial increase in their output, and consequently in their earnings.56

Grievance No. 48 Preexisting Differentials

"Shall the union's request for an upward adjustment

56 Ibid 181.
in the rates of reducer tenders be allowed?"

This question was the issue in a dispute between a woolen mill and the AFL union of textile workers. . . . when the union claimed that an unfair differential existed between the "reducer tender" job and that of "speeders" in the mill.

Union's claim The union demanded that a greater differential be established between the rate for "reducer tenders" and that of "speeders." It claimed that the existing rate for reducer tenders, which was only 4 cents greater than the speeders' rate, was not commensurate with the difference in work loads for the two jobs. Since the reducer tenders were required to do "setting" and "doffing," the union considered these two duties an extra work load calling for an increase in the base rate per set, and in the base rate per doff.

In other mills in the area, the union pointed out, reducer tenders were not required to do any setting or doffing. While the base rates at other mills averaged 10 cents an hour less than those of the company in question, still their rates were proportionately higher because the work load was so much lighter.

Another factor cited by the union as having upset the differential inequitably was the granting of a specific increase to the speeders the year before, when no increase was granted for the reducer tenders. This, in addition to a general increase prior to that, put the two rates entirely out of line.

So the union requested . . . that the rates per set and per doff be increased to yield $2.50 more per week in the reducer tenders' earnings, which amount it considered a justifiable increase for the workers concerned.

Company's side The company maintained that the work load requirements for reducer tenders had not changed for a long time, and that the operators had never complained of any overload. It cited a union grievance of the year before that had resulted in a survey being made of the speeders' job, and an increase having been granted to the speeders. Although this had lessened the spread between the two jobs, the company did not believe that the differ-
ential should be further disrupted, especially since a further slight adjustment in the reducer tenders' rate that had been offered by the company had been rejected by the union.

As for the difference in work load between the reducer tenders in this company and in other mills, the company stated that the methods at other mills varied, making it difficult to compare them at all. And since the actual earnings of the employees of the mill were substantially in excess of the prevailing hourly rates, the company did not consider it either necessary or fair to make the comparison.

Furthermore the company was greatly concerned over a further inequity that would surely be created in the mill if the reducer tenders' rates were adjusted upward and made higher than the "slubbers'" rate. This latter rate had always exceeded that of the reducer tenders.57

Grievance No. 49 Change of Work Assignment

The contract was specific in setting forth the general basis for establishing new piece rates. The contract read: "There shall be a minimum guaranteed wage for all piece rate jobs, and piece rates shall be so set that the experienced workers shall be able to earn 12½ per cent above the guaranteed day rate."

The dispute arose when a group of employees known as "doublers" were reassigned to work on "38's" yarn instead of "40's" yarn. The rate set for the new type of yarn was considerably lower than the rate on the original type. The result was that the doublers suffered a decrease in average hourly earnings of more than 10 cents per hour. Contending that the nature of the work was such as to justify a piece rate which would produce practically identical earnings on either type of yarn, the union demanded an equivalent adjustment of the piece rate for doublers working on 38's.

The management explained in full detail . . . the

57 Ibid p. 184.
methods it had used in establishing the new rate and insisted it had complied completely with the contract requirements. Its spokesmen urged that the . . . union's contention as to the apparent disparity between the new rate and the rate set for work on 40's (be disregarded). The latter rate, the management contended, was a "pressure Rate." The management went on to point out that the rate originally set for doubling 40's was done without an accurate time study. The union had objected strenuously to this rate because before it had been put into effect a very loose rate had been in operation and the earnings of the doublers were much above normal. Because of the union's protest and in order to avoid a work stoppage, the company made a further concession by reducing the expected output per week, thus markedly increasing the rate per 100 pounds. After the revised rate was put into effect because of the unusual conditions and the threat of a stoppage, the management found that the incentive earnings of the workers averaged 47.5 per cent above their base rate. This was in striking contract to the contract requirement of incentive earnings of only 12\% per cent above the base rate.

Finally the management pointed out that when it changed over to production of 38's it had the right and duty to set a proper rate, regardless of the fact that it had previously yielded to pressure when several years earlier it had set an excessive rate on the 40's. The new rate for the 38's, the company maintained, enabled experienced workers to earn anywhere from 18 to 35 percent above their base rate. Hence there could be no valid reason for the union's demand for an upward adjustment of this rate.\(^58\)

**Grievance No. 50 Adjustment of New Rate**

The question as formulated and agreed to by both parties was merely: "What is to be the price to be paid per pair for cutting U.S. Army ski boots?"

The submission itself explained that the company had originally proposed 12 cents per pair and that the union had asked 18.2 cents per pair.

\(^58\)Ibid p. 186.
Company's position It was asserted by the management that the cutters were capable of producing a much greater number of pairs per hour than they had been producing. The management contended that the cutters were holding back their output so as to get a higher piece rate.

The company did not rely on suspicion. Its management had checked with other manufacturers and also had obtained information through the Quartermaster Department of the U.S. Army to ascertain what was an appropriate rate of output. Through these channels it learned that the output of cutters in other companies was more than double the amount of output by the cutters in its employ. Lack of training could not be used as an excuse for low production, the company contended. It had given the cutters a long period of time to become accustomed to this particular type of work. The cutters knew how to do the job and could produce at a satisfactory rate and enjoy high earnings if they were willing to produce at a rate comparable to that maintained in other concerns manufacturing the identical types of shoes.

Union's contention Spokesmen for the union denied that there had been deliberate stinting on the part of the cutters. They admitted, however, that a larger output could be obtained once a satisfactory piece rate was definitely set. Moreover, the union contended, the company had already agreed to a piece rate for a group of craftsmen represented by another union and that rate was comparable to the one sought by the union representing the cutters.

During the course of the ... hearing the cutters agreed to work on a temporary piece rate basis of 15 cents per pair. The understanding was reached by both parties that there would be an upward or downward retroactive adjustment (once a permanent rate was set).\footnote{Ibid p. 190.}
Grievance Arbitration Decisions

No. 1. Extra Pay for Doing an Absentee's Work

Granted. The arbitrator ruled that the grievants should be given, each, additional pay for the three days equal to the pay of Mr. R. This was based on findings that practices in the area varied, and that each of the grievants had done about half of the work done by the absentee.

No. 2. Pay for "Wash-Up" Time

Denied. The arbitrator observed the working conditions in question and concluded (1) the wash-up provisions was intended to apply to only one department, and (2) the arbitrators observation of the working conditions did not indicate that the grievant needed always to wash up after work.

No. 3. Equal Pay for Women

Compromised. The arbitrator did not accept the company position as valid in this case. He directed the parties to agree as to the new job content. Only if there were a substantial change in job content would a rate change be justified.

No. 4. Vacation Rights on Resignation

Granted. The arbitrator held that the employee had earned his vacation and that his resignation was not proper ground for company refusal.

60Unless otherwise noted, arbitration answers are based on the same source as the grievances they answer. See the grievances for citations.
No. 5. Laid Off Employees Vacation Eligibility

Granted. The arbitration board held that the only meaningful interpretation of the contract was to include length of service prior to signing the contract. Any other interpretation would have to be specifically stated in the agreement.

No. 6. Promotion at Management's Discretion

Denied. The arbitrator held the company was not obliged to promote on the basis of seniority under the contract, that its past practices were not binding, that management had the right to determine promotion qualifications, and that the company did not discriminate for other than its stated reasons.

No. 7. Average Earnings Guarantee

Denied. The arbitration board found there was no definite provision in the agreement which required the company to pay average earnings under these conditions. It recognized that there had been an extended decline in the weaver's earnings.

No. 8. New Job or Speed-Up?

Denied. Being requested by both parties to make a binding decision, the arbitrator ruled that the most applicable clause of the agreement was that which indicated the company would set new rates thru proper methods of job evaluation.
No. 9  Union Security

Basing its decision on the facts, the arbitration board concluded that both parties had acted in good faith, but that no binding agreement had been made. Therefore, the board ordered the standard maintenance of membership clause. Granted.

No. 10  Strike Justified?

After personally inspecting the machines, the arbitrator ruled that it was proper for the company to require the machines to be operated in tandem. This was based on the company's assurance that all necessary safety measures had been taken and that the equipment and steam pipes were properly guarded. Denied.

No. 11  Rejection for Physical Unfitness

Sustained. The arbitrator questioned the propriety of a re-examination after a two week layoff, and the lack of specific findings indicating that Mr. F. was unable to do his job. Re-instatement was ordered with back minus interim earnings.

No. 12. Qualifications for Better Job

Denied. The contract gave the company the right to determine who should be promoted, stated the arbitrator. Their basis for doing this was not subject to review by the arbitrator.
No. 13  Promotion to Non-Bargaining Unit Job

Denied. The arbitrator indicated that he felt the company should take seniority and ability into consideration in making promotions to supervisory positions. However, the contract gave the union no rights to bargain concerning such jobs, he held.

No. 14  Selection of Supervisors

Denied. The arbitrator ruled that the existing contract gave the company the right to select its supervisory staff. He regarded the last sentence of the cited paragraph as intended to reserve this right to the company.

No. 15  What the Employee Should Wear

Granted. Taking into account current customs and the lack of past practices to the contrary, he held that the exposure of a limb or other parts of the body is no longer always considered indecent and disturbing to work in a plant.

No. 16  Forced Retirement

Granted. The lack of a retirement plan, and the timing of the dismissal indicate it was not a retirement. Merely calling it that does not change this. Since no remedy was requested, no decision was rendered with regard to reinstatement or back pay. (This grievance, with this answer, must now be reprocesessed as grievance 16A, on these points.)
No. 16A  Forced Retirement

Compromised. Upon resubmission, the arbitrator held that Mr. M. was to be considered retired, receive a life pension from the company, and be awarded twenty-six weeks back pay by reason of his improper discharge.

No. 17  Reemployment

Denied. The contract gave to the company full power to hire and not to hire without restriction. It gave the union no rights in this.

No. 18  Supervisor Working

Granted. The arbitrator ruled that specific contract clauses meant that clerical work being done by the assistant cashier was to be done by a union member.

No. 19  Superseniority

Granted. Since there was second class work available, Mr. S. should have been recalled. However, inasmuch as the company was acting in good faith, the settlement of the amount of compensation was remanded to the parties. (This must now be reprocessed as grievance 19A.)
No. 19A Superseniority

Compromised. The arbitrator ruled that Mr. S. should be compensated by an amount equal to one half his loss in earnings resulting from improper layoff.

No. 20 Refusal to Perform Assignment

Denied. Upon examination of the work involved, the arbitrator concluded it was not sufficiently hazardous to warrant his refusal to work.

The appropriate way to handle such a problem is through negotiation and thru the grievance procedure, not through refusing to work.

No. 21 Change in Work Schedule

Denied. There was nothing in the clause cited by the union which precluded management from changing work schedules, even if it was for the purpose of avoiding the payment of overtime.

No. 22 Working Conditions

Granted. The arbitrator finds that the change in the timekeeping methods violates the contract by failing to maintain all the working conditions and privileges previously enjoyed by the affected group of employees.
No. 23 Union Membership at Time of Contract Execution

Granted. The arbitrator considered it obvious that the women understood they were joining the union when they signed the cards. He therefore held the company must discharge them unless they put themselves in good standing with the union.

No. 24 Work Assignments Challenged

Denied. There was no foundation to the union's argument, and the arbitrator held that the company could continue to have the counting work done by dispatchers.

No. 25 Seniority Privileges

Granted. The finding was based on these points: (1) Job classification is a management function. (2) The combination of jobs creates a new classification, in this case a better one. (3) Lacking a clear definition in the agreement of seniority, the union is the best judge of what constitutes seniority.

No. 26 Scheduling Work Based on Seniority

Denied. The arbitrator held that in offering to pay the one worker who would have worked, had proper seniority been followed, the company fulfilled its obligation. Since the other workers who were passed over were not entitled to work, they had no just grievance.
No. 27 Discharge Challenged

Granted. Acting in the role of a judge, the arbitrator found that the evidence failed to prove the operator was guilty as charged. Accordingly, he directed that the operator be reinstated with full compensation for loss of earnings.

No. 28 Discharge for Insubordination

Compromised. Under these circumstances, the arbitrator held that layoff for a first offense was too harsh a penalty, and directed that Mrs. L. be reinstated without back pay and on 90 day probation. Obvious hostility between the company and the union was a factor influencing this decision.

No. 29 Layoff for Faulty Work

Granted. The arbitrator held that the evidence did not prove the defective cloth was due to operator laxity and ordered they be paid for the time lost. He noted that this decision was not based on the weavers duties or the company's right to discipline employees for just cause.

No. 30 Variable Initiation Fees

Granted. The right of the union to levy higher initiation fees in accordance with the notice was sustained by the arbitrator. He also authorized the charge of a still higher initiation fee to those employees who had used questionable tactics in opposing the union.
No. 31 Higher Initiation Fee for Non-Strikers

Denied. It appeared that both parties were now anxious to work together and to accept one-another. Higher initiation fees for non-strikers, the arbitrator felt, would promote animosity which would hamper the feeling of co-operation which was developing between the parties.

No. 32 Bulletin Boards

Denied. Because there was no provision in the agreement for bulletin boards, the arbitrator held that he was not empowered to grant the union's request.

No. 33 Cause for Discharge I

Granted. The arbitrator found that discharge, in this case was not justified, and was in violation of the contract. He noted that the women were agitated but did not intend a strike. While a lesser penalty, he felt, might have have been justified, the arbitrator was not authorized to take such action.

No. 34 Cause for Discharge II

Denied. The arbitrator found the company testimony straightforward and convincing. Because Mr. B. had ignored the warnings and continued to do careless and sloppy work, his discharge was justified.
No. 35 Discharge for Fighting

Denied. The two employees alone were responsible for their acts, and the company's action was justified. Because of Mrs. N.'s excellent past record, he suggested she be reemployed in the near future. This, of course, was not a binding ruling. Mr. E.'s poor record justified no such recommendation.

No. 36 Discharge for Insubordination

Compromised. Mr. W. should have complied with his overseer's order. If he felt it unjust, he could have filed a grievance. Under the circumstances, dismissal on the spot was not warranted either. The arbitrator ordered that Mr. W. be reinstated and compensated for half of the pay which he lost.

No. 37 Penalty for Sleeping on the Job

Compromised. The arbitrator felt there was some doubt as to whether or not Mr. M. had actually been sleeping. It was clear he had been absent from his job for over half an hour, but his foreman should not have left him to seek witnesses. Reinstatement was ordered without compensation for pay lost.

No. 38 New Job Rates

Denied. It was the conclusion of the arbitrator that the new rates proposed by the company were proper. As the company had agreed to do, he ordered that the new rates be made effective from the date on which the new jobs were first installed.
No. 39 What is a New Job?

Granted. The arbitrator found that the reduced physical demand did not offset the greater responsibility and experience required by the new work. He ordered that the incentive-pay department timekeepers be placed in a separate job classification one grade higher than other timekeepers.

No. 40 Equal Work?

Denied. After careful observation of the work in question the arbitrator concluded that the union had not proved that the women did more than ninety-one per cent of the work that had been done by a two man team. Since the case had not been proved, no adjustment was in order.

No. 41 Different Rates Between Two Plants

Denied. After reviewing the findings of the technical expert, the arbitrator concluded that the evidence was clear that there had been no change in the job conditions of any substance. Accordingly he ruled that he was not authorized, under the agreement to order any change in rates.

No. 42 Additional Duties

Granted. The company's action in paying Mr. L. five cents below the top rate, his performance as an operator and as an instructor, as argued by the union, were evidence that he should be paid the top rate for a Class AA operator. This was ordered, effective as of the date the grievance was filed.
No. 43 Expectancy of Incentive Earnings

Granted. The cleaners' fatigue allowance should be increased 2.5%. Incentive allowance for both occupations is to be raised to 25%, the usual rate where much manual effort is involved. These conclusions were based on both the evidence and data presented, and consultation with industrial engineering experts.

No. 44 Was an "Extra" Warrented?

Denied. The arbitrator did not find the union's arguments acceptable. While allowing the fourteen cent extra would undoubtedly increase employee earnings, the arbitrator found no justifiable basis for restoring it.

No. 45 Rate Reduction on Discovery of Error

Denied. The arbitrator held that to disregard the accepted method of setting rates would be a disservice to both parties. Inasmuch as this method had been followed, the correcting of the error and corresponding rate reduction was proper.

No. 46 Change in Materials

Compromised. While working on this material, only, cutters were to be guaranteed their hourly rate. Obviously, single cloth did not contemplate faille backed gabardine when written in the agreement. This ruling did not imply a general guarantee of hourly earnings which was not provided in the agreement.
No. 47 Use of Different Materials

Denied. The arbitrator carefully examined the data submitted by the parties, and all the operations involved in the work. He ordered some slight alterations in the rates, some up, some down. The net effect was to enable the workers to maintain the same earnings, as on resin covered raincoats.

No. 48 Preexisting Differentials

Compromised. The arbitrator ordered that the rates for setting and doffing be raised to maintained the 6½¢ differential which formerly existed. He held the general increase which had been granted had no bearing on the case. Neither was a comparison with the rates of other companies considered.

No. 49 Change of Work Assignment

Granted. The fact that a high rate on 40's had been installed by the company under pressure from the union did not invalidate it as a basis for comparison. That dispute could have gone to arbitration. The arbitrator ordered the rate on 38's be set to maintain the rate established by the company on the 40's.

No. 50 Adjustment of New Rate

Compromised. On the basis of the expert's report, the arbitrator concluded that the cutters could increase their output. He ordered that the rate be set at 14 cents per pair, rather than at the company suggested rate of 12 cents, or the union suggested rate of 18.2 cents.
CHAPTER VI

THE CRITIQUE IN THE GAME

The game should be completed with a critique in the form of a discussion. During this period the game participants and administrators should discuss together the play of the game. It is recommended that about an hour be allowed for this if the game is being played for training purposes.

In the critique the participants will review the actions which they and the other participants took, their reasons for taking these actions, and the results of these actions.

Value of the Critique

The critique is probably the most valuable single part of the game. It is here that the participants analyse what they have done, what they might have done, and why. During the critique the game participants, and any others who are present at the critique, are stimulated to analyse the effects of various industrial relations activities which were undertaken. One of the unique values of the Industrial Relations Game is that these effects are more clearly discernable than in real business.

Through making their own analyses of the actions, the par-
ticipants gain insight into what has happened and into the principles involved. Insight gained through such experience yields the most durable type of learning. In proportion to the time spent, more learning takes place in the critique than in any other part of the game. The most valuable insights are usually stimulated in the critique, and the learning which takes place is long lasting.

Method of Conducting the Critique

The techniques of discussion leadership are ideally suited to the conducting of the critique. It would be desirable to have the critique conducted by someone skilled in this technique.

The critique is best conducted as a guided discussion. The subject matter and course of the critique is guided by the discussion leader, principally through asking leading questions. Skilled discussion leaders avoid answering questions, often by readdressing them to the group. It would be well for the discussion leader to answer only those questions pertaining to factual information which cannot be supplied by any of the participants. If some of the umpires participate in the discussion, such questions may be directed to them.

Suggested Outline

The following outline may be used as a guide in conducting the discussion.

1. Ask someone to review briefly the course of the game
using the company comparison charts as a guide.

2. Who Won?
   A. Among the companies?
   B. Among the union locals?
   C. Did union or management win? (These questions may not stimulate answers, but they will stimulate thinking. If no discussion is forth coming, proceed to the next question).

3. What constitutes winning?
   A. In the game?
   B. In Business?
   C. Can everyone win?

4. What were the objectives of the various teams?
   A. Management staffs?
   B. Union participants?
   C. Was an objective consciously formulated?
   D. Is this desirable?

5. What were the policies and strategies?
   A. Of the management staffs?
   B. Of the Union participants?
      (1) as a union?
      (2) as individuals?
      (3) of the International Union President?
   C. How were these related to the objectives?
   D. How did they work out?
E. What would you change next time? In business?

F. Were policies or objectives changed during the game?

6. What decisions which were made were particularly good ones? Poor ones?
   A. By management participants?
   B. By union participants?

7. How did the teams go about organizing?
   A. Company participants?
   B. (1) Was there a division of labor? What? How did this develop? How did it work out?
       (2) Did one person become the leader?
       (3) How did this come about?
   B. Union Participants?
       (1) How was the International Union President initially determined? The local presidents and organizer?
       (2) Were there any changes in the International Union President? Why?

8. What charts or techniques were devised?
   A. What additional data or information would have been desireable?
   B. What would be useful in business?

9. What was learned?
10. General Comments

You will perceive that much time could be spent on many of these topics. For this reason, it will be well to plan in advance approximately how much time is to be spent on each question so that there will be enough time to cover all the points. If the discussion is good, it will be necessary to cut off discussion on most topics in order to proceed. The object of the critique is to stimulate thinking and insight. It is not important for the group to reach a consensus. If discussion is cut off during the critique, the participants will continue thinking about it later and reach their own conclusions. The experiences and conclusions of each individual which are drawn from the game are the payoff of participating in the Industrial Relations Game.

CHAPTER VII

CONCLUSION

Because the Industrial Relations Game provides several forms of teaching and experience which are not available via the more common teaching methods, it stands halfway between the classroom and on-the-job experience. As in the case method of teaching, real grievance cases have been used in the game. Here decisions about the cases must be made. Unlike anything except a management game, these decisions are partly based on interaction with other people. The participants must decide to act partly in consideration of what other game participants will do. If one seeks to compromise a grievance, there is a live human being with whom he must deal, either the company industrial relations staff member or the local union president. These decisions are not made in a vacuum; they have effects. As in business, the participants are not sure what these effects are. The union leader must ask, "Is it better to compromise and get a quick settlement or to hope to win in arbitration? What will be the effect if I compromise and the president of the next local wins in arbitration? What if he loses?"

Beyond the settling of individual grievances, the game con-
tains opportunities for the participants to try to do something about the underlying relationships that generate grievances. How they will react is not programmed into the game. Situations have been created in which they can act. For instance, there exists the possibility of unseating the International Union President. Whether an attempt will be made, in actual play, and the outcome of that attempt will depend on the people involved and the situation at the time, just as in real life.

Applications of the Simulation

There are a number of applications to which a simulation such as this can be put. One to which it is well suited is as the core of a graduate course in labor agreement administration and collective bargaining. Some courses in this area now use the grievance and arbitration case method. At the University of Washington, Professor French has used the B.N.A.'s Collective Bargaining Game as the core of a course on labor agreement negotiations.¹

The first of the management games, the A.M.A.'s Top Management Decision Simulation was developed and used for their executive development seminars. The Industrial Relations Game is ideally suited for use at seminars for both union and management executives.

A second application of the simulation would be as a testing device for industrial relations executives. It has been implied that some of the companies using management simulations do consider them such a test. American Radiator "has been trying out candidates for branch managerships by letting them play (Amstan's game), through the mail." ²

A third possibility is research. The Industrial Relations Game could be used as a tool for testing human reactions in a simulated collective bargaining situation, particularly in the area of inter-personal relationships. Considerable work in a similar area has been done with the Inter-Nation Game at Northwestern. ³

Skills to be Developed in Playing the Game

In playing the game, the participant learns about many of the problems in industrial relations management. He learns to make decisions under pressures, often conflicting ones. He develops bargaining skills, in the informal day-to-day give and take of industrial relations as well as in formal labor agreement negotiations. He learns to use his grievance experiences to


³Based on discussions with members of the Political Science Department of Northwestern at Evanston Ill. on May 14, 1962.
modify his labor agreement. He can try to modify the labor agreement to improve grievance handling; he can try to create an industrial relations atmosphere which is better for all parties. He "lives with" his decisions and learns decision making skills from this. The simulation also teaches the participant analytical skills: to differentiate between important and unimportant factors, to make the best use of time and decision making tools such as reports, and to delegate work. The participant becomes acquainted with many grievance producing problems and some of the ways they have been handled. In the Industrial Relations Game, years of experience can be gained in a short time.4

Modification of the Game

The game has been designed in such a way as to permit modification and adaptation. It can be broadened to accommodate other types of solutions to collective bargaining problems. The time spent on labor agreement negotiations could be expanded; new cases can easily be introduced into the game.

In the original concept of the game, it was intended to include other areas such as training, turnover, management de-

velopment, hiring practices, layoff policies, etc. Enough re-
search has been done in these areas to build mathematical models
which are at least realistic, and possibly typical. The mass of
data which would become involved would require that the game be
scored on a computer, which is done with many games. These ad-
ditions to the game would broaden its use for both training and
research purposes.

Plans for Using the Simulation

In constructing the Industrial Relations Game, the objective
has been to build a tool that will be used. Arrangements have
been made for the first run of the Industrial Relations Game to
take place at Loyola University in April of 1963. If it works
out as expected, it will probably become a regular part of that
University's course on "Collective Bargaining, Principles and
Cases." There has also been some discussion of using it as the
core of a management seminar at Loyola. Other groups have also
expressed an interest in using the game. As the proof of the
pudding is in the eating, so the value of the Industrial Rela-
tions Game will be known only when it is played.
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ABSTRACT OF THESIS


Since the development of the first management simulation, the A.M.A.'s Top Management Decision Simulation, business games have been developed to simulate a variety of activities. Mr. Jaynes' "Industrial Relations Game" adds Labor Management Relations to the list of these activities.

In the simulation, participants representing several companies and several unions negotiate labor agreements and conduct their relations under their provisions. Each of the companies is competing with the others. At the same time, the local union president who gets the least for his members, will not be re-elected. Both company and union participants are under pressure to get as much as possible thru the agreement and thru the grievance procedure.

Day to day problems are seen in the grievances which come to the same participants after having been processed thru two

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steps of the grievance procedure. Processing these grievances gives the participants face to face experience in another phase of collective bargaining. The number of grievances and wildcat strikes indicates an underlying problem in this labor relations situation, which the company and the union people may seek to solve. The effects of human relations training, layoffs, and the building of new attitudes are programmed into the game, based on real experiences.

The game includes everything needed for play: an explanation of the simulation, instructions for the participants and for the referees, all forms and materials used in the game including fifty grievance cases, and an outline for a discussion critique at the end of the game.
The thesis submitted by Philip S. Jaynes, Jr. has been read and approved by three members of the faculty of the Institute of Social and Industrial Relations.

The final copies have been examined by the director of the thesis and the signature which appears below verifies the fact that any necessary changes have been incorporated and that the thesis is now given final approval with reference to content, form, and mechanical accuracy.

The thesis is therefore accepted in partial fulfillment of the requirements for the Degree of Master of Social and Industrial Relations.

June 19, 1963

Signature of Advisor
for M. Heneghan