A Seniority Plan: Administration and Application on a Local Level

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A SENIORITY PLAN: ADMINISTRATION
AND APPLICATION ON
A LOCAL LEVEL

by

William David Martin

A Thesis Submitted to the Faculty of the Institute of Social
and Industrial Relations of Loyola University
in Partial Fulfillment of the Requirements
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LIFE

William David Martin was born in Chicago, Illinois on July 29, 1928.

After graduation in June, 1947, from Quigley Preparatory Seminary of Chicago he received his A. B. degree in June, 1950, from the St. Paul Seminary of St. Paul, Minnesota. Further undergraduate work in economics and labor was carried on at the University of Notre Dame.

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The sources used for this thesis consist of a local seniority agreement, company files on grievances, minutes of contract negotiations, and minutes of grievance settlements, and personal interviews with those involved in such negotiations and grievances. Since this material is either current or of a restrictive nature, no reference will be made as to the particular source in the footnotes.

Also, the company and the union involved in this seniority plan will not be mentioned by name but rather merely as the District Steel Plant and the Union.
CHAPTER I

INTRODUCTION

Seniority simply means length of service—so much time with a company in one of its divisions, departments, or on one of its specific jobs. Seniority is synonymous with job tenure, "time" on the job, company service, continuous service or plant service. Even presidents of companies speak of the number of years they have served with their business organization. The president of a company may say, "I've devoted twenty-two years to my firm"; while the electrician of the company may say, "I've got ten years 'time' in on the job". Both men are speaking of their seniority.

Seniority is the greatest single factor in job security, for at least the average worker of America today. Seniority may be the determining factor in rates of pay, eligibility for promotion or transfer; it may affect the worker at times of layoff or recall. Seniority is considered as important as skill in doing a job or the physical ability to perform the job. It is no wonder that workers, not only pride themselves on their seniority, but also regard their seniority as their greatest asset on the job.

Companies, themselves, express pride in the individual
and aggregate longevity of service of their employees as a measure of loyalty and good management. To the company, lengthy continuous service of its employees is living proof of its being a good place to work. For many companies the annual awards given those whose service has reached fifteen or twenty-five, even fifty years, are accompanied by much-deserved publicity. If such events are not in the community papers, they are certainly advertised in the company publications.

Because of the intricacies in carrying out a company's production and business affairs, seniority is considered in many different ways. Custom or practice may decide what seniority means, and what it controls as far as promotions, layoffs and recalls are concerned. Agreements between companies and unions may decide the very same things in accordance with seniority provisions included in the contract. All companies do not deal in the same products; they do not employ the same type of worker; therefore, they must develop seniority provisions according to their own particular needs. Assembly line plants will not have the same seniority provisions as does a steel company. Consequently, each industry will bargain with a union to determine how best to serve the company, the union and the worker with respect to seniority.

Seniority is a personal thing; seniority plans are mechanical devices. Hence, there are many and varied problems in the
administration and application of any seniority plan. In this report the particular local seniority plan of one district steel plant will be analysed in detail, but first it will be necessary to review plans in the master agreements and the different types of seniority plans found on the local level.
CHAPTER II

MASTER AGREEMENTS

Master agreements between the different companies in the steel industry and the United Steelworkers of America-C.I.O. are similar in practically all provisions relating to seniority.\(^1\)

Ability to perform the work, physical fitness and continuous service are the three deciding factors in these agreements in respect to promotions, layoffs and recalls. In a survey by the Iron and Steel Institute\(^2\) of forty collective bargaining agreements, including those of the Bethlehem Steel Company, United States Steel, Inland Steel Company, Jones & Laughlin Steel Company, and Republic Steel Corporation, the contracts of these companies include provisions to this effect:

In all cases of promotion (excluding promotions to positions outside of the collective bargaining unit) the

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1 As has been the accustomed practice, the United Steelworkers of America-C.I.O. usually negotiates with United States Steel first, and then, the other companies follow as closely as practical and possible, the final results of this primary negotiation. This explains the great similarity in the master agreements.


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following factors as listed below shall be considered; however, only where factors (a) and (b) are relatively equal, shall length of service be the determining factor:

(a) ability to perform the work;
(b) physical fitness;
(c) continuous service.

and in all cases of decrease in forces or rehirings after layoffs, the following factors as listed below shall be considered; however, only where both factors (a) and (b) are relatively equal, shall continuous service be the determining factor:

(a) ability to perform the work;
(b) physical fitness;
(c) continuous service.

As far as the type of seniority (unit seniority, job seniority, plant seniority, and departmental seniority) is concerned, the master agreements are similar in this respect: each particular subdivision of the company is allowed to bargain with the local union as to the type of seniority plan best suited to the respective plant, although frequently the type of plan is dependent on the prevailing working practices which may have continued since the early days of a particular plant.

The contracts all make provisions for the maintenance of service records, either by posting the records on bulletin boards at specified times or by allowing the union representatives to inspect company records of continuous service for each employee from time to time, or when a dispute arises.

The contracts make provisions for probationary periods of anywhere from thirty days to six months. Also, the contract states the rights probationary employees and returning servicemen have
under the collective bargaining agreement.

When there is a lack of orders, necessitating a slowdown or cutback in production, companies will shorten the work week of the employees so as to spread the work out evenly and keep the employees working comparatively steady. The distribution of work clause is included in the master agreements of the forty companies surveyed. Some specify thirty-two hours as the minimum, some say thirty-six hours, others leave it to the respective plant to agree with the union local.

Union officers' seniority and leaves-for-union-business are other provisions found in the union contract on the international level. Some specify super-seniority for employees who are union officers, spelling out which officers shall be covered; some specify the length of time the union officer may be away from work on union business.

Seniority on an international level is a blanket coverage of everything in general. Of course, no plant can make an agreement with the union local which would disagree with the master agreement, but it is up to the individual plant to make the master agreement work in their particular situation. The master agreement merely gives the skeleton of the seniority plan; it is up to the individual plant to put the meat on and brains into it.
CHAPTER III

PARTICULAR PLANS ON THE LOCAL LEVEL

First of all there is plant seniority. Under such a plan a man would use his entire time with the company, in no matter what capacity, as the determining factor (if he had both ability and physical fitness) in all matters of promotion, regression, layoffs, recalls, as well as vacations and pensions. This is by far the most difficult plan to administer in a plant of any size. "Bumping", a process by which a long service employee replaces another employee who has spent less time on a particular job, would be wholesale. Then too, there would be countless grievances filed disputing ability to perform the work. A man in one department of the mill may desire a better job in another department. He would bid for it when a vacancy occurs, and most likely be denied the chance, because the company would feel that he does not have the ability. The man could demand a trial period, and argue that without a chance on the job, who can say whether he has the ability to perform the job.

In many instances, a union's internal problems hamper negotiations on various topics in an agreement, seniority being no exception. For the most part, union committeemen consider the
common good of the majority of workers, but it may happen that the older employees are the most influential and tend to shape things to suit themselves. Also, a particular committeeman may have a problem among the workers he represents, entirely different from the problems of the rest of the workers in the mill. This will cause him to dissent and even remain completely aloof from agreeing to a particular system agreed to by all the other committeemen.

Plant seniority is best suited to a small plant, or a larger one, where there is little variation to the work. It is the only fair way for computing vacations and pension allowances, and, in some instances, recalls after layoffs. Ability to perform the job and physical fitness must also be considered sometimes in recalling workers.

If a plant is divided into departments for seniority purposes, then time in a particular department would govern a man's rights to promotions and would be effective in times of layoffs and recalls, regardless of the continuous service in the plant. Departmental seniority is then, at least somewhat easier to administer than plant seniority. However, many of the difficulties of plant seniority are apparent here too. Good jobs would fall only to the oldest employees, and new workers, industrious and eager for promotion, would have to bide their time until they had accumulated sufficient seniority. The new worker would be confined to the low-
est paying and the hardest jobs in a department. On a progression chart of departmental seniority, a new worker would be at the very bottom, longer than his constitution would permit, and the result would be that dissatisfactions and frustrations among these workers would be nourished.

Unit seniority may vary as to what is considered a unit, and what jobs are included in a unit. It is possible, depending, of course, on the size of the mill, that the whole plant or department may be considered as the unit, but this would certainly be cumbersome and hard to manage.

Unit seniority works best, when it is confined to related jobs. For instance, a furnace crew for an electric furnace consists of first, second, and third helpers, laborers, recorders, and so on. These jobs would naturally furnish one unit. A man would start as a laborer and move up to the helpers' jobs as his ability, physical fitness and service developed and openings occurred. It would not be well to put a craneman in this grouping as it would be too difficult for a first helper to do his job and at the same time learn the job ahead of him, that is, the operation of a crane. The third helper can easily see the second helper work; a craneman operating a cold metal crane can easily move to the hot metal crane.

Job seniority follows in line with unit seniority, involving related jobs. It is best shown by continuing with the il-
lustration of the electric furnace crew. The first helper would have job seniority as a first helper on the number one furnace (or the furnace which was used the most) and another first helper would have job seniority as a first helper on furnace number two. Each man would have seniority rights in his own job, even though there were others doing the same thing on another furnace. If one furnace was in operation, the first helper with the most job seniority as a first helper would be the one performing such a job. Job seniority is the smallest breakdown of a man's seniority in a unit, department or in the plant.

We have shown that plant-wide and department-wide seniority, a worker's time in the plant or in the department, without relation to what job he performs, is what counts as seniority. Unit and job seniority are related because they take into consideration the occupation a man actually performs (job seniority) and what jobs this particular man may progress or regress to, in a uniform line of allied performances (unit seniority).

The seniority plan at the particular district steel plant we shall analyze is based on occupational job, unit, and department seniority. The minute details of a seniority agreement on a local level and the way in which they supplement the master agreement between a large steel corporation and the international union shall be explained.
CHAPTER IV

DISTRICT STEEL PLANT AND SENIORITY

Prior to October 31, 1946, except for the general provisions in the master agreement, no seniority plan had been agreed to by the local union and the District Steel Plant. There was, however, an informal arrangement between the employees and the company supervisors which seemed to flow naturally enough from the circumstances of the work performed. For instance, a man would naturally progress from a third helper on a furnace to a second helper; a millwright helper or millwright apprentice would move up to the millwright position; a roller on the twenty-one inch rollers would move to the roller position on the thirty-two inch rollers. However, there were some weak points found in this system which, without anything but precedent to rely upon, could not be corrected without some formal systematic seniority plan agreed to by the company and the union, upon which to rely.

With the end of World War II in sight and the slackening off of war orders imminent, layoffs, both temporary and permanent, were probable. Also, the plant was in the process of combining some departments and adding new ones. There arose then many questions, relating solely to seniority, pressing both company and
union to formulate some particular seniority plan.

Accordingly, a grievance was filed in the latter part of 1943, concerning a seniority problem. It was stated as follows:

"It is requested by the union that the new job, in the new plant, for crane operators in the electrical department be assigned according to seniority rights, in accordance with Section 8 (Seniority) governing call of seniority rights." It was turned in by a grievance committeeman. The foreman was unable to write an answer, because there was nothing on seniority in the contract which would cover the situation. It finally developed in the step three meeting that the union had no specific case in mind, but what they wanted was to establish seniority procedures for crane operators in the electrical department. It was agreed that a seniority plan would be worked up by the superintendent and the grievance committeeman. If it was accepted, it would be the guide for setting up similar plans throughout the mill.

This was not the easiest department in which to begin, however, because some of the cranesmen wanted to work in the old mill, and some in the new mill; but both mills were not owned by the company. One was a defense plant operated by the company, but owned by the government. At this time, no one could say if the company would eventually own the defense plant, so no one could say whether a man who transferred there would keep his original senior-
ity. Subsequently the defense plant was bought by the company and the original agreement to study seniority was undertaken again on March 30, 1945. Fifteen months had passed since the grievance was filed, with all the problems arising being settled by on the spot agreements and concessions.
CHAPTER V

JOB PROGRESSION AND REgression CHARTS
FOR THE DISTRICT STEEL PLANTS

It was agreed, by the superintendent and the committeeman after the stipulation was signed, to work on each department separately. The electrical department was chosen as the first. This choice immediately brought to the fore one of the union's proposals to change a past practice. Up until now, all electrical and mechanical department employees were under the supervision of the electrical and mechanical department respectively and accumulated seniority (department service) in these departments even though the employees worked throughout all departments in the mill. A craneman would be working in the finishing mill, but would still be under the supervision of the electrical department. The craneman would accumulate seniority (department service) in the electrical department, no seniority as far as the finishing mill was concerned. The union then asked that a man gain seniority in whatever department he worked. The craneman would have seniority in the finishing mill department, not in the electrical department. The same would hold true of the mechanical department men. The company refused
the union's proposal, because it would create more problems than it eliminated. The company also felt that men should be under the supervision related to their particular work; and lastly, such a proposal would certainly be difficult for a man to gain training and experience to progress to a crane.

After this problem was discussed, the union then initiated the idea that departmental seniority be the governing factor in event of progression, regression, layoff, and recall. The past practices, however, were contrary to this proposal. The plant was already in operation and the seniority plan was on an occupational and unit basis. Such a proposal, if granted, would disrupt whole departments and cause hard feelings among the workers who might be regressed and forced to take lower-paying jobs.

Since the first two union proposals which would have involved agreement to both charts and rules of seniority were turned down by the company, the union representatives and the company representatives decided to work on the job progression and regression charts alone and then work on the rules. Job progression and regression charts of other companies were examined to see how such charts were organized and outlined. With a definite plan of the charts in mind the union representatives were in accord with the company's suggestion that they draw up their charts with the superintendents of each department and the foremen. In this manner, job
progression and regression charts were drawn up as correctly and as fairly as possible.

In the process of constructing the charts, the union once more requested the electrical and mechanical jobs be included on the chart of the department in which the men worked. Also the union requested a tryout departmental seniority for six months. Both the request for departmental seniority and a tryout period were denied by the company.

Actual problems in devising the charts were serious and almost defeating. Basically two factors had to be taken into consideration when placing jobs in a unit. One main factor is the rate of pay for each occupation in the unit, including both the base and the incentive rate. One occupation may have a higher base rate than another job which also has an incentive rate. At the end of the one month, the worker performing on the occupation with the lower base may earn more pay than the man on the higher base rated job. The opposite may be true the next month. Where to put these two jobs is a difficult problem. Because a worker is making more money where he is, he will not consider that moving to a lower paying job is a promotion. If the man on the higher base rated job

1 A unit as finally agreed to, means a definite occupation or an arranged group of occupations forming a line of progression or regression within a department with a source of supply.
realizes others are making more money on a lower base rated job, he will ask, according to his seniority rights, to be regressed to that job in the event of a vacancy. He may, however, find that he can not earn as much on the incentive job and request his old job back when a vacancy occurs. Consequently the placing of jobs in a unit was a difficult task, so difficult, in fact, that the revised charts for one department, although the originals are still in effect, have never been approved and signed by the union. In regard to these charts, the union will suggest changes to which the company agrees, but then will still not sign the charts. Then something else comes up to necessitate some other changes. The signing of these revised charts has been held off for the last year, although the master contract itself provides that within ninety days after its execution "the remaining units ... should be agreed upon ... ."

Another type of problem arose in 1947, when the Wage-Rate Inequity Program was undertaken by the company and the union. Many charts, agreed to and signed, had to be revised because rates for occupations were changed. Here is a grievance which illustrates some of the problems discussed:

We the undersigned employees of the department feel that

---

1 This was the result of an order by the War Labor Board, which applied industry wide.
We (have) been unjustly dealt with by the company, taking us off the door jack job and putting us on the job of lidman, two job classes lower than our job and we feel we should be put back on our job and receive full compensation from our job.

The company's answer to the grievance is informative.

The change became necessary at the installation of the Wage-Rate Inequity Program, whereby, the higher paying job became the lower paying job; an agreement to this change had been reached with the departmental grievance committee. Men refused to move from the door jackman job to lidman, a hot job, on top of the batteries of coke ovens, which created an impasse when upgrading became necessary; the move was made in accordance with the (newly) approved job progression and regression chart; the switch has worked out well.

The industrial engineers had found that the job of door jackman was actually a job calling for more skill and experience than the lidman job. This added to the fact that no one wanted to progress to the lidman job caused the charts to be revised so that the lidman job was placed beneath the door jackman job. The senior men who were lidmen, then became door jackmen, and the junior door jackmen became lidmen. This was the basis for the grievance, entered by the men who were dissatisfied with the downgrading.

After several revisions of the many charts were completed, the company and union finally had them all completed and agreed to post them on bulletin boards throughout the mill. This was on April 30, 1947. On the following two pages are found examples of these charts.

The first of the charts (Exhibit A) is what may be con-
sidered a simple and relatively uncomplicated one; however the second chart (Exhibit B) shows readily how much work and study was involved in designing the charts. The source of supply may be identified with the employment office. A man may be hired in from the outside to fill any of the positions directly above the source of supply. A new man may be hired for either the scrapman, reshear helper, shear cradleman or tag maker occupations, as shown on the second chart. The scrapman or reshear helper may progress either to the stocker helper or hot bed straightener positions. The stocker helper then goes to stocker helper leader, and so on. The hot bed straightener may go to either the burner or hot bed operator or shear cradleman positions. The burner goes to tableman and so on. The hot bed operator may go to pulpitman and thence to second strander, and so on. The shear cradleman goes to shearman helper or to loader helper. The tag maker goes to car checker and so on up the ladder. Each line of progression above the source of supply is a unit, (see page sixteen for definition of a unit).
JOB PROGRESSION AND REGRESSION

12" Mill

HEATER
HEATER HELPER
CHARGER
RECORER
STOKER 2nd
STOCKER HELPER LEADER
STOKER HELPER
STOKER HELPER
TABLEMAN
BURNER
HOT BED STRAIGHTENER
SCRAPMAN
RESHEAR HELPER

ASSISTANT ROLLER
1st FINISHER
2nd FINISHER
1st STRANDER
2nd STRANDER
HOT SHEARMAN
TABLEMAN
HOT SHEARMAN
TABLEMAN
HOT BED OPERATOR
HOT BED STRAIGHTENER
SHEARMAN
SHEARMAN
SHEAR CRADLEMAN
 loader HELPER
CAR CHECKER
PULPITMAN
HOT BED OPERATOR
TAG MAKER

SOURCE OF SUPPLY
SOURCE OF SUPPLY
SOURCE OF SUPPLY

EXHIBIT B
CHAPTER VI

JOB PROGRESSION AND REGRESSION RULES

IN THE DISTRICT STEEL PLANT

Once all the charts had been agreed to, the company and the union then turned their attention to the rules of progression, regression, layoffs and recalls. We will discuss the rules in the light of what the company intended and what the union intended, without taking into consideration the difficulties of arriving at the final results.

The first section of the rules is taken directly from the master agreement between the corporation and the international union. As was stated before, the master agreement is merely the outline of the seniority plan. The local agreement gives in detail the rules of progression, regression, layoffs and recalls.

A. It is understood and agreed, subject to all of the terms of the agreement between the parties, and especially Article Eleven—Seniority thereof, that in all cases of:

1. promotion, (except promotions to positions excluded from the bargaining unit set forth in said agreement) the following factors as listed below shall be considered; however, only where factors (a) and (b) are relatively equal, shall length of continuous service be the determining factor:

(a) ability to perform the work;
(b) physical fitness;
(c) continuous service.

2. Decrease in forces or rehiring after layoffs, the following factors as listed below shall be considered; however, only where both factors (a) and (b) are relatively equal, shall continuous service be the determining factor;

(a) ability to perform the work;
(b) physical fitness;
(c) continuous service.

B. Progression and regression charts covering all departments of the District Steel Plant have previously been agreed upon between the union and management. These charts have lists of occupations arranged in lines of progression. Each separate list of progression shall be known as a unit.

C. The following rules are written as a guide to aid in the orderly application of these charts and may be subject to revision by mutual agreement in writing between the grievance committee and the Superintendent of Industrial Relations. These rules supersede all other rules and are effective as of the date they are approved by the union and management.

A. SENIORITY

1. Seniority

(a) For purposes of progression, each employee's continuous service shall be his length of continuous service on his occupation, except for the finishing mill, where an employee's continuous service date shall be his length of continuous service in the unit.

(b) For purposes of regression and layoff, the employee's occupational and unit continuous service date shall be considered as provided for in Rule C 3 except that for the finishing mills only the unit continuous service date shall be considered.

In this part of Rule 1 on seniority, both the unit and occupational seniority are considered plus the fact that we now have to take into consideration Rule C 3, (see page 33) which refers to physical fitness and ability to perform the job, which we will consider
For seniority purposes, all employees within a unit will be classified according to their occupations, arranged in order of their occupational or unit continuous service date which ever applies, and such occupational groupings shall be arranged as shown on the charts.

Although this rule is relatively easy to understand and apply, it is in direct conflict with the union's desire for departmental seniority. The rule may be best explained by an illustration. George Worker is hired as a cleanup man (Exhibit A) in the blast furnace department on January 1, 1954. His continuous service on that job begins with his hiring date. On March 1, 1954, George is promoted to the job of binman so his continuous service date on the job of binman begins with that date of March 1, 1954, and his unit service date remains January 1, 1954, and so on, while George remains in this particular unit and moves up to the top job.

Another illustration concerns two chisel grinders hired in the conditioning and inspection department, one to be a chisel grinder in the thirty-two inch mill and the other to be a chisel grinder in the tube mill. Bob is hired as a chisel grinder in the thirty-two inch mill on January 1, 1954, so his continuous service as a chisel grinder begins with that date. He is promoted to inspector on March 1, 1954, thus his continuous service as inspector begins on March 1, 1954, and his unit service remains at January 1, 1954. Ted is hired as a chisel grinder for the conditioning and
inspection department on March 1, 1954, and promoted to inspector on April 1, 1954. His continuous service as inspector begins with April 1, 1954, and his unit service date is still March 1, 1954. It should be noted that these two men are doing the same work, but are in different units according to the department in which they work. The fact that they are under the supervision of the inspection department does not affect their unit or occupational service dates.

B. PROGRESSION

2. Progression

Subject to Rule A 1 (see page 23)

(a) When a vacancy (other than a temporary vacancy) occurs for reasons other than layoffs or demotion due to reduced operations, progression may be made from one occupation to another occupation next higher in the line of job progression as shown on the chart.

(b) Management shall, to the greatest degree practicable, post notice of such vacancy or of an expected vacancy in any seniority unit for such period of time and in such manner as may be appropriate. Employees in the seniority unit who wish to apply for such vacancy or expected vacancy may do so in writing in accordance with rules developed by management. Management shall, if in its judgment there are applicants qualified for such vacancy or expected vacancy, fill same from among such applicants in accordance with the provisions of Rule A 1.

Progression is considered to be the promotion from one position to another as the positions appear on the progression charts. Progression and promotion actually mean the same thing, except a man may be promoted to a job excluded from the bargaining
agreement, without progressing to it, because such jobs as foreman, melter, benzol operators, which are excluded jobs, will not be found on any job progression chart. Rule 1.1 states that:

in all cases of promotion, except promotions to positions excluded from the bargaining unit, ability to perform the work, physical fitness and continuous service will be considered. If ability to perform the work and physical fitness are equal among two or more employees eligible for a vacated position, then continuous service will be the determining factor in deciding who is placed on the vacated position.

Within the scope of ability to perform the job are many factors. Reliability, alertness, safety consciousness, good performance on the jobs assigned are factors related to the man himself and qualities which he himself demonstrates while working on his own job and filling in on the job ahead of his own on the progression charts. Foremen are alerted to these factors at all times because their responsibility is dependent on their men. The foremen make reports, both good and bad, concerning the men under their supervision. The company must rely on these reports (which are, of course, subject to substantiation) and/or specific tests which can be easily given to the applicants for vacated jobs to determine a man's ability to perform a job.

Ability to perform the work seems a foregone conclusion in cases of promotion, and there is no difficulty in applying this part of the rule until either the union or the company believes one employee more capable of performing the job than the other.
There is on file one such dispute that finally had to be settled by an arbitrator. The grievance was turned in by a negro who claimed the company was discriminating against him because of his race in not permitting him to work as a die reamer in the wire mill. The company answered the grievance by saying that the employee had not the ability to perform the job and disclaimed any discrimination.

The aggrieved was a tractor operator and had been progressed on previous occasions to other jobs in the wire mill but had to be removed because of poor workmanship and placed back operating a tractor, to which there was no complaint by either the union or the employee. On this occasion the job as die reamer opened up and the vacancy was posted. The aggrieved applied for the job along with some others. One of the other applicants, although he had less continuous service than the aggrieved in the wire mill, was given the job. The grievance was then filed.

A die reamer is a valuable man to wire drawers. The wire drawer works on an incentive basis and consequently cannot make his quota if slowed up in any way, either by those supplying the steel to be drawn or by one who makes the dies through which the wire is drawn. The die reamer must be able to read specifications, must have above average knowledge of arithmetic and be partly responsible for the continuous flow of production on the wire drawing ma-
The applicants for the job were tested regarding specification reading and arithmetic and the aggrieved did poorly. The aggrieved also had a record of many days absent. The man who was given the job did the best in the tests and was above average in promptness and attendance.

Since the die reaming job is the only occupation in the unit, the company could have gone to the source of supply which would be the employment office. However, the company wanted a man who was familiar with the operations of the wire mill and the plant in general, to cut down on the plant orientation time and to use the maximum time possible for training the man to be a good die reamer. It was also hard to determine how long the wire mill might have had to wait for an experienced die reamer to be found through the employment office.

The aggrieved still insisted that he be given the job, because he outranked the man filling the job in terms of continuous service. The union contended that the aggrieved should be given a trial period on this particular job and the fact that the aggrieved did poorly on other jobs be disregarded. The company balked at what it considered a waste of time and loss in production by placing an unqualified man on an important job. An arbitrator was then called in to decide the case.

After many meetings and much testimony, the arbitrator
awarded the decision to the aggrieved and directed the company to give the aggrieved a chance on the vacated job and pay him wages he lost by not getting the vacated job. It was impossible to comply with the latter part of the decision, since the man would have made less money as a learner-die-reamer than he did driving the tractor.

The company, following the decision to the letter and being in dire need of a die reamer, appointed a foreman to give special instructions to the aggrieved on how to do the job. The foreman spent much time with the man, correcting mistakes right on the spot and teaching by example. The man was given materials to study and was allowed time to seek instructions from others in the unit. The man was very willing and eager to learn; the company likewise to teach. However, after only a few weeks the man himself voluntarily asked to be placed back on the tractor job and the company was allowed to place another man on the job as die reamer learner.

In this case much time and money was spent to prove the importance of the ability factor in promotions. The time and money cannot be considered wasted, because all profited by the dispute. The man surely felt he had been given a chance and appreciated the benefits of his seniority; the union gained in stature by representing the man adequately throughout the whole grievance procedure; the company showed its willingness to cooperate, even to the
point of appointing a supervisor as a special instructor for the aggrieved. The company could now feel justified in relying on tests and past performance records in determining a man's ability.

In another grievance concerning ability to perform a job, a worker claimed he should be given the job of spectroscopist before the man whom the company placed on that job, because of more continuous service as a spectroscopist helper. The union contended understandably, that since the aggrieved had more experience on the helper's job than anyone else, there should be no question as to his ability to perform the job itself. Under ordinary circumstances, this would be true, but the job of a spectroscopist is no ordinary job.

The spectroscopist operates a machine which electronically, through photographic media, adjudges the quality of a sample of steel taken from a certain "heat" or "pot of steel". Each furnace melts the components of an order according to certain metallurgical and chemical specifications. Steel to be used for automobiles will not use the same mixture that would be needed to make girders for bridges. The automobile steel must be easily plied while the steel for bridge supports must be anything but easily plied. The spectroscopist measures the steel in the heat, testing for the right quality and mixtures of the steel so the customer is sure to get what he orders.
In the analysis of the job, the company needed a man who could handle a 6,000 volt machine; a man who could be relied upon to operate the machine correctly always, a man who could work alone and fulfill the reliable task of checking the very product sold to the customer (every "heat" is checked, not only once but usually several times).

The spectroscopist helpers were then screened according to their continuous service and their records on the previous jobs they had held. The aggrieved had two damaging personal reports in his file, critical enough to warrant the company not to permit the aggrieved the opportunity of the job. The first report told of the man being found sleeping, in the washroom, during his working hours; the second told of his being found sleeping, standing in front of his machine holding a half eaten sandwich in his hand. The man knew of both reports; he was warned that he was jeopardizing his promotional opportunities after the first report; both reports were current, not something dug up out of the long amended past.

On the grounds of these reports the company upheld its decision and the union withdrew the grievance.

The aggrieved was not then and there automatically deprived of ever being promoted to the spectroscopist position. Allegedly, the reasons for his untimely siestas were, not getting enough sleep during the day because of the noise in his house and
enjoying too much recreation before coming to work, a combination which prevented him from being rested enough to work the night shift. Both causes are easily corrected and a good record for a period of time could prove him capable of future promotions.

Physical fitness is usually determined by the plant physician and the employee himself. Crane men, for instance, are given critical eye examinations to be sure they can see well and judge distances accurately. A man working as a first helper in the furnace department knows himself when he cannot stand the pressure of the job along with the heat and exertion that goes into being a qualified first helper. The cranesman who fails the eye examination given by the company doctor can visit his own doctor to be sure of the defect; and in cases of dispute, a third non-partisan doctor can be consulted.

The first helper himself will know when he cannot perform the job because he is weaker or is plagued by some strength consuming physical defect, and to preserve his own health will ask to be given another job. Ordinarily, the employee will not attempt to do something he knows will hurt himself or others, because of a physical defect or weakness. The company, generally speaking, has little difficulty with this part of the rule, as it is usually applied by a competent physician or the man himself.

Continuous service is automatic and is determined as
explained on page twenty-three under "Seniority". Where physical fitness and ability are equal among those considered for promotion, the man who has the most job seniority, will be given the job next in line on the progression charts in a particular unit.

Assumed in all that has been said and has been mentioned briefly in the first of the above grievances is the fact of posting the vacancy or expected vacancy by the company so that those who are in line for the vacated job may bid for it. For example, the company posted the notice that the job of die reamer was open and the company wanted to know which of the qualified employees might want it. The notices were placed on the bulletin boards and remained there for a reasonable time. Those interested in it, filed applications with the department superintendent. The company then applied the rule of progression and selected one of the applicants for the new job. If the job opening is the source of supply, men from other related units may bid for the job or the company can go to the employment office and hire in a new man. If there are no applicants, for a posted vacancy, the qualified men are screened and asked if they want the new job. If the qualified men refuse the job, the company can transfer another employee to the vacant job. Refusing promotions and transfers will be considered under rules four and five.

3. Layoffs or Recalls
Subject to Rule A 2 (see page 23)
(a) When it is necessary to reduce the force in any or all occupations of a unit, the employees with the lesser occupational continuous service except for the finishing mills, where unit continuous service shall govern, shall be the first to be removed from such occupation. He may then regress to a lower occupation of the unit to the extent that he has greater unit continuous service than the employee he seeks to displace. If he cannot regress to any occupation within the unit, he shall, subject to his ability to perform the work, have preference for vacancies elsewhere in the plant before new employees are hired.
(b) When employees are recalled for any occupation, employees formerly employed on such occupation shall be recalled first on the basis of their occupational continuous service, except for the finishing mill, where unit continuous service shall govern.

Regression is the moving down on the chart from a higher position to the next lower one, and is usually necessary only in times of layoffs, because of reductions in force due to lack of orders. Rule A 2, states that during a decrease in forces or re-hirings after layoffs, ability to perform the work, physical fitness and continuous service will be considered. If both ability and physical fitness are equal among two or more employees, continuous service will be the determining factor.

Excluding the periods of recalls and layoffs, regression is usually a matter of course. The man usually goes down to a job he has performed before, so there is little question as to whether he has the ability or is physically fit. Continuous service determines most of the regression cases, where it is merely a case of
moving down on the regression chart.

In periods of layoffs, the company usually will see to it that the man who has much continuous service is kept in the mill, although it may be in some other unit or department. In ascertaining where to put the "displaced" man who has gone down the ladder all the way until he can regress no further, the three factors come into play. There may be an opening for an electrician, but a man who has spent his time only in the furnace department, will not have the ability to be an electrician. An elderly crane operator will not have the physical ability to be a laborer in the furnace department. The man about to be laid off, will be placed on a job, somewhere else in the mill, that is related to his own position. A wireman helper may be used as an electrician's helper; a wire drawer may be used as a thread machine operator in the tube mill; a laborer in the furnace department will be used as a laborer in the yard department.

A complicated case comes up when men who perform relatively the same duties but in different departments and consequently, different units, are about to be laid off. Chisel grinders from the thirty-two inch mill about to be laid off, were put to work in the yard department as laborers. While they were working as laborers, the other chisel grinders were working a full schedule in the tube mill, even though they had less seniority than the
aggrieved. The aggrieved employees requested first of all to displace the working chisel grinders on the basis of more occupational seniority; then they asked, if they had to work as laborers, to be paid the difference in wages between a chisel grinder and a laborer.

The company explained that the aggrieved were regressed to the limit in their unit in the thirty-two inch mill and would have been laid off, if there were no other jobs which they could perform in the mill. The employees the aggrieved tried to displace had more continuous service as chisel grinders in their particular unit in the tube mill than the aggrieved so could not be removed from their occupation. This rule was given in answer to the grievance and the grievance was withdrawn by the union.

The rule is quite clear, that a man shall be paid only for the job he performs, whether he is working on a job which pays more or less than his regular job. In times of layoffs when the company is moving many employees around in the mill, the cost would be unfair and unbearable, if the men continued to receive the wages of their former jobs. This is definitely agreed to by the union and the company.

Recall is the opposite of layoff and regression in the sense that the motion of a recall is forward and not backward. There are two principles applicable in times of recalls. One principle is that no one can be recalled to a position that had been
discontinued and is now reopened except the last man who held the position before the layoffs. Secondly, no new man can be hired for a vacant job until all the laid off employees who have the ability and are physically fit to perform the vacated job have been recalled to work. The company cannot hire new men for laborers in any department until all the laborers have been recalled. An electrician cannot be hired if there is an electrician laid off. Also, a laborer cannot be hired, if a laid off electrician is willing and able to do the laborer's job. For all practical purposes, it can be said that hiring for included positions during a layoff period ceases until the laid off employees are back working.

D. REFUSAL OF PROMOTION

4. Refusal of Promotion

If an employee declines promotion at any step within his unit and elects to remain on his job, any employee promoted around him shall be deemed to have greater continuous service than the employee declining such promotion.

This rule is designed to prevent a man from refusing to advance when the opportunity arises, by granting more continuous service to the man who, although actually possessing less seniority, accepts the promotion and moves around the one refusing. This may be considered to be a penalty for not taking the promotion.

The following grievance will show what affect this rule has and what complications can arise by refusing to advance. A shearmen helper (see page 20, exhibit B) refused promotion to shear-
man twice and because of a cutback in operations was regressed to shear cradleman. He filed his grievance, asking to be given back his job of shearman helper because he had more continuous service on the job than the man who accepted the promotion to shearman and was then regressed to shearman helper because of the cutback in operations.

The foreman rejected the grievance on the grounds of a past practice¹ stating: "Aggrieved refused promotion to next job twice and was advised a younger man would be placed on the job, thus putting the new man ahead of the aggrieved in line of progression."

During the discussion about refusing promotions, or "freezing a job", the union contended that a man should regress the same way he progresses. In other words, the younger man who went from shear cradleman to shearman around the aggrieved should go back to shear cradleman, thus going down the way he went up in the course of the action. The basis for this contention is obvious. If a younger employee is allowed to hold a job on which an older man has more seniority, the older man's job seniority is, in effect, being disregarded. However, this is not so when one remembers that

¹ This rule was not in effect at the time of the grievance, but was a result of the grievance.
the older man had the opportunity to advance in accordance with his seniority to this job of shearmen, but refused, and the company, being charged with the efficient operation of the mill, had to fill the job with someone, so they took the next man in line and promoted him to the shearmen job. The new man had to be guaranteed certain benefits inherent to a higher job on the progression chart, one benefit being the right to regress to the next lower position in times of cutback or layoffs.

Aside from the fact the new man has rights to the benefits of the higher job the company has two other good reasons for insisting that a man be penalized for freezing a job. First, there is a matter of training for the job next in line on the progression chart. For example, let us consider the grievance just mentioned and also refer to the grievance on page sixteen. The shearmen helper refused promotion to shearmen. We will say that there is only one shearmen helper, and now that he refuses to move up to shearmen, a job for which he has received some training, either by mere observation or by filling in when the shearmen was absent, no one else has been trained to take the job of shearmen. The company must fill the job with a man who has had no opportunity to learn the job, thus increasing costs by reason of the man's mistakes; and slowing down production because of the man's lack of experience. Also, now that the shearmen helper has refused promotion and a cut-
back is in force, the shearman who has never worked the shearman helper's job is suddenly placed on the job and the company is once again faced with an inexperienced man working a job he should have been trained for, if the shearman helper had taken the promotion. This condition, if not penalizing in some way, could become wholesale and severely interfere with efficient management.

The company feels that if a man has reached the "maximum of his ability and has gone as far as he can mentally and physically, he should not be allowed to freeze the position on which he is employed and deprive younger and more progressive employees of the benefit of training on this position."

Secondly, there is always the matter of the next higher job being more undesirable and involving more physical effort than the lower job. Unmistakably, there are some jobs in the steel mill that are hot, dirty, and require much more physical effort and, if an older man refuses promotion to such a job and a younger man takes the job, it is not fair to regress the younger man around the older one. If this was the practice, to let a man keep an easy job and refuse to progress without penalty, how could the company induce anyone to take the harder job. Everyone would refuse and the job would be left open, obviously an impossible situation. It is the practice, then, at the District Steel Plant that when employees regress from higher to lower positions, the man who failed to ad-
vance as the opportunity presented itself, must take his turn to regress to lower classifications.

However, it was pointed out in the meetings on this matter, "that since a man accumulates job seniority which he retains, even though he may refuse a promotion, he therefore would be among the last to regress in case of cutbacks or layoffs." Generally there are from three to four men working the same position and even if a man refuses a promotion, he may still be the senior man on the position and would be the last of these to regress.

E. TRANSFERS

5. Transfers
   (a) Management reserves the right to transfer, either temporarily or permanently between units or jobs.
   (b) In the event an employee transfers from one unit or occupation to another unit or occupation at management's request, he retains his seniority within his occupation and unit and does not jeopardize his promotional rights within that unit.
   (c) An employee who transfers from one unit to another upon his own request shall lose his continuous service in the unit from which he leaves.
   (d) When an employee is working off his regular job during three calendar months, and having no time on his regular job, the employee will be checked for a permanent or temporary transfer. If at the end of three calendar months, it is decided the transfer is still temporary, the employee may continue on the temporary position for another three calendar months at which time, the employee will be transferred permanently or be returned to his former job. When transfer is temporary, the employee will be subject to recall to his former job and holds no continuous service rights on the temporary job. When the transfer is permanent, the continuous service in the new unit will date from his start in the unit.
(e) When an employee is rehired on a different job, after being laid off for lack of work, he will be checked for a permanent or temporary transfer as above.

The rule governing transfers is primarily designed for periods of forward motion and until recently, when layoffs prevailed throughout the country, was seldom applied in periods of cutbacks. The illustrations that follow will be cases of upgrading; at the end of these examples, practices which are relatively clear and precedent-setting will be listed.

Three years ago, the District Steel Plant opened a new mill in which seamless tubes would be made. Many of the jobs in the tube mill were related to positions throughout the mill. Rollers, machine operators, cranemen, grinders, motor inspectors, oilers, millwrights and many others would be needed in the tube mill. Rather than hire new men entirely, the company desired to place experienced men on the new positions in order to get the new mill off to a good start. Consequently, transfers were in order.

On July 1, George, an experienced millwright, was transferred from the finishing mill by management to the millwright position in the tube mill, in accordance with management's right to direct the working force and its right to transfer either temporarily or permanently. George worked for three months as a millwright, but had not quite come up to the standards of a tube-mill millwright. It was decided to keep him three more months on the
job. The transfer thus remained temporary. After six months, George had improved to a degree that he could do the job well, and the transfer was made permanent. George's continuous service date then goes back to July 1, as a millwright in the tube mill.

If, after three months, the superintendent of the finishing mills needs George again, he can recall him to his former position. George does not lose any continuous service as a millwright in the finishing mill, because the transfer was at the request of management. While he was on the millwright job in the tube mill, George acquired no continuous service time on that job, as it was temporary. His continuous service was still being accumulated in the finishing mills. No one can acquire continuous service on two jobs simultaneously.

If George had requested the transfer to the tube mill and the transfer was granted, George would have lost all his continuous service as a millwright in the finishing mill and would have begun immediately to accumulate seniority in the tube mill. If George wants to go back to the finishing mills, he must begin again at the bottom of the unit and work his way up once more, just as though he were a newly-hired employee.

If George had been laid off as an oiler (the lowest job in George's unit) and is recalled to the tube mill as an oiler, he will go through the same process as was followed when he was trans-
ferred to the tube mill at management's request. However, George may be recalled as a machinist instead of an oiler in the tube mill and find himself making more money than he would, even as a millwright. He may then request the machine operator's position be made permanent. If granted, he then relinquishes his rights in the finishing mill's mechanical unit of progression.

Practices inaugurated with regard to transfers have occurred during times of cutbacks necessitating layoffs. One of these practices is to allow a man to refuse a transfer from his regular position and be laid off entirely. A painter, for instance, may not want to work as a laborer in the yard department, so he will refuse the transfer and work as a painter some place else until his old job opens up again. Some superintendents see in a time of cutbacks, a chance to get rid of some of their least efficient workers, so they readily transfer them, rather than lay them off, in hopes that the employee will like his new job and will not want to come back to his old job. Other superintendents will not want to lose their men, so they transfer them as close to home as possible and then recall them immediately to their old jobs. The man, however, may not want to take the chance of being laid off again from his old department, so he may not want to go back. Even though he is a very valuable man to his old department, the company allows him to remain on his new job.
SUMMARY AND CONCLUSIONS

Human relations are the most complicated and complex factors of life anywhere and at any time. Industrial relations, a particular instance of human relations, is no exception to the complications and complexities of dealing with human beings. "No two people are exactly alike" is axiomatic. Immediately present in the elements of any job is the relation between employer and employee, this relation affecting substantially everything inherent in a job. Hiring, firing, promotion, demotion, layoff, recall, rates of pay, "fringe Benefits", and so on, depend on the employer-employee relationship. Since this relationship is a personal, human, and moral thing, it has been subject to the vagaries of human nature. Attempts have been made by men to reduce the abuses and intolerable results of unbridled authority on the part of some employers to dictate how the relationship between management and worker shall be handled. Groups of these men have organized themselves into unions and have successfully, through the aid of legislation and education, agreed upon certain norms with employers to be used in regulating the terms and conditions of the employer-employee relationship.
One specific case of this regulation of the employer-employee relationship is seniority, as regards both its acquisition and implications. Seniority is recognized by union leaders, workers and the companies as a great asset to job security. Promotions, regressions, layoffs, recalls, in particular, and vacations, and company awards and privileges, in general, are affected by seniority. These items are vital to the worker and a necessity to the operation of a plant; hence, seniority is something vital and necessary in the relations between employer-employee.

Seniority is usually regulated by definite plans agreed upon by the union and the company. Because member companies of industries are usually related by nature, seniority plans which are bargained on the international level are very similar. The steel industry follows this rule closely. On the whole, the seniority plans of steel companies are definitely similar in all respects, in so far as the international agreement is concerned. When the companies deal with the local unions, plans are devised which fit the particular needs of each individual plant. The finished product produced or handled, the number of workers employed, the size of the plant itself have a direct bearing on the particular plan; past practices and precedents also influence the designers of seniority plans for individual steel plants.

The District Steel Plant's seniority plan, analysed in
this thesis, is a combination of occupational and unit continuous service. The plan was devised in accordance with many past practices and precedents set before the formal negotiations between the plant and the local union; the plant is a basic steel producing mill and it handles many and varied finished and semi-finished products. Because of the variety and number of jobs and the previous handling of seniority, such a plan consisting of the combination of job and unit seniority was felt to be the best type plan for this particular mill.

The plan is composed of two elements; one, the job progression and regression charts, the other, the rules written as a guide to aid in the orderly application of these charts. The charts were subject to many revisions due to the Wage Rate Inequity Program, incentive rates, and the alignment of jobs in order of their training qualities for the job ahead.

Union committeemen, company representatives, and industrial engineers all participated in the formation of the charts. This policy insured the best relations between the company and the union and also insured well-designed charts. The charts contained every job in the mill for every department. No man in the mill who is in the bargaining unit has any doubts as to where he is located on the charts. His job is there on the charts, no matter what he does or where he does it.
The charts are an essential part of a particular seniority plan, so the completeness and thoroughness of the District Steel Plant's charts are an excellent beginning to having a more than acceptable seniority plan. As seen in the illustrations of the charts, the District Steel Plant did not put together the charts in any haphazard manner. They were well thought out. The time it took to complete the charts is the best proof of this. Nothing done on the charts was left to chance—"let's see how this works"—but every item was tested, analysed and decided on before the final signing of, and agreement to the charts.

The rules are the driving force of the District Steel Plant's seniority plan. The rules activate the charts. The method of determining seniority, progression, regression, layoffs, recalls, transfers and refusal of promotion are the subject matter of the plan. Clearly these are extremely important features of any man's employment, particularly those who are unskilled or semi-skilled and those who perform tasks which are peculiar only to steel mills.

The method of computing seniority is simple in itself. Plant service, used for determining general actions such as vacations begins as soon as the man starts to work. Unit continuous service initiates when the man enters the first job in a unit as found on the job progression and regression charts. Occupational
seniority begins the first day a man is permanently placed on a particular job. The manner of computing seniority for the men at the District Steel Plant is fair and unquestionable.

The progression rule brings in three factors, ability to perform a job, physical fitness and continuous service. The rule of progression states that if ability to perform the work and physical fitness are equal among two or more employees eligible for a vacated job, then continuous service will be the determining factor.

In the usual procedure of progression, as is shown readily by the files of the District Steel Plant, continuous service is the determining factor in progressing from one job to another. The two grievances on ability to perform which have been cited are the exceptions proving the general rule. Because the practice of letting the men work as the occasion arises on the job ahead of their own on the progression chart, the men serve some time in breaking in for the next higher job. This is good training time which is utilized for the advantage of both the men and the company. The man who is in line for the promotion has had an excellent chance to prove his capability and the company has a man readily available to take over a job when it is vacated. The man with the most continuous service on the lower ranking job is always offered the opportunity to fill in when the man performing the next higher job is absent, because of either vacations or illness; he is also
given the chance to perform the job when extra "turns" are put on, when there is an abundance of rush orders.

Continuous service then proves itself to be the greatest single factor in the District Steel Plant employee's job security. Because of his continuous service, he knows he will have at least a chance to prove himself on the next higher job in his unit. Management's discretion regarding who gets this or that job (in the bargaining unit) is limited to the man who has the most continuous service, providing he has proved himself able and fit to do the job.

In accordance with social and moral principles, this practice gives the employee of the District Steel Plant justice and integrity. Since he has proved himself a loyal and good employee, it is only fair that he should be considered for the promotion before any others. The human factor is taken out of the progression procedure by this rule and its practice, so that a man does not fear the foreman nor that he will find himself at any man's mercy to obtain a promotion. By agreement, the company is fair and just in giving men the rights accruing to their jobs, by giving the man with the most continuous service the first call for promotion to a job next higher to his in his unit.

The man's integrity is upheld, because he now does not have to regret his color, his choice of religion, nor does his
social standing inside and outside of work come into play. He is acceptable for promotion because he has the ability, is physically fit and has put in his time for the promotion. The man, if he feels he is being slighted for promotion, can rely on his commit­
teeman to present the grievance to management and request the com­pany to comply with the rules of progression.

The peculiar fact of the man being progressed only in his unit, even though he performs relatively the same work as others in the plant who are, however, in different units, protects and en­
courages new employees. The new employee does not fear losing out on promotions because another man from a different unit has more continuous service. The rule of progression is favorable to both the new employee and the employee who has many years of continuous service.

The company benefits immeasurably by following this rule of progression. Fairness and regarding a man's integrity cannot go unappreciated or untalked about in this era of so much injustice and discrimination. The employees may boast that they have so much time in on their job and that they also are next in line for a pro­
motion because of that time. Another who listens may be thinking of his conditions at work. He knows of incidents of the favorites getting promotions; he knows of kickbacks to foremen for promo­
tions; he knows of "company men" being promoted. The boasting
employee is not only a proud man but he is also a personal representative of a good place to work.

Those seeking employment will come to the District Steel Plant, knowing that they are not starting so far down on the list that their starting salary will be their continuing salary for many years to come. Job seekers are encouraged to know that here is a place where new employees have certain job rights immediately upon starting in a particular unit in the plant.

The *rule of regression*, *layoffs* and *recalls*, is probably the most explicit of all the rules in protecting a man with seniority. Continuous service means the most in times of layoffs and recalls. In coming down on the regression charts, seniority is what counts. The man has usually worked the job below so there can be hardly any question as to his ability and fitness, so seniority determines his regression and layoff. In times of recall, he knows if his job reopens, it is his; if he is willing, he can come to work in some capacity whenever an opening which he can fill occurs. He knows no new employee will be hired for his job or any job which he can perform. A man's continuous service is, then, his insurance, his inherent right to keep his job and working steadily.

In the recent layoff period which was current in almost every industry in the nation, no employee with over two years of seniority, except a handful of craftsmen, was laid off from the
mill. This fact is one of the arguments the company uses in denying the request of a guaranteed annual wage for its employees. The seniority program so protects the employee with just a minimum amount of seniority, that the company feels a guaranteed annual wage would be unnecessary, especially if the plan is one in which the men themselves make contributions. The old time employees, clearly the majority, would be making contributions from their paychecks and would, in effect, never benefit from the guaranteed wage. The newer employees, those most subject to layoff, would benefit and their contributions would be fewer than the older employees. The mill's endeavors to stabilize its work and be able to provide some work for the employees subject to layoff from their regular jobs, coupled with the seniority rights of the workers in times of layoffs, seems to be the equivalent of an annual guarantee of work.

A man who is regressed will not earn as much as he ordinarily would on his regular position, but he is productive. Since there can be no sales or profit without production, the worker who is productive aids his own and the company's cause. He is working and the company remains competitive by keeping its products in the market.

The company's reason for rule four, refusal of promotion, is as follows: "If a man has reached the maximum of his ability and has gone as far as he can mentally and physically, he should not be allowed to freeze the position on which he is employed and
deprive younger and more progressive employees of the benefit of training on the job." On its face value this reason seems fair enough to the company and to the younger employee, but on the whole this is not the usual practice in other mills. If a man chooses to refuse a promotion, he may have perfectly good reasons, other than the next job does not compensate sufficiently for its more arduous effort or added responsibility. Money values need not always be present in a promotion; better working conditions in one job over another may be more important to one worker than another. This rule seems strongly opposed to the theory that a man has rights in his job because of his continuous service on that job. Before its integration into the general seniority plan, the union did oppose this rule but to no apparent avail. Actually the rule has never been tested in any serious instance. If the time comes when a man with any great amount of seniority is penalized because he refused a promotion, the union will probably have a good occasion for reopening discussions on this rule and once more try to eliminate it or modify it in some way.

The rule on transfers is definitely a practical one for the efficient operation of the plant. The man's seniority is fully protected and his rights are not affected by a transfer. In fact, some transfers are very much to the advantage of the man. Not too much can be said about the transfer rules because of these facts.
As has been mentioned, the rule has not been tested too well in times of regression and layoffs, but the practices in affect have not been contested because they, too, are protecting the man's rights and are to his advantage.

Aside from the rule on refusal of promotion, the seniority plan of the District Steel Plant has all the elements of an excellently practical plan. The amount of recent grievances on seniority has been very small, attesting to the fact that the plan is effective and satisfactory. Discussions on seniority between the company and the union have been mostly concerned with the signing of the revised charts in the one department. The plan has been accepted and is beneficial to all concerned, especially the job-security-conscious worker.
BIBLIOGRAPHY


