

COLLECTIVE BARGAINING PROVISIONS

Seniority

Bulletin No. 908-11

UNITED STATES DEPARTMENT OF LABOR

MAURICE J. TOBIN, *Secretary*

BUREAU OF LABOR STATISTICS

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The SECRETARY OF LABOR.

I have the honor to transmit herewith the eleventh bulletin in the series on collective bargaining provisions. The bulletin deals with seniority provisions, and is based on an examination of collective bargaining agreements on file in the Bureau. This chapter was prepared by, and under the direction of, Abraham Weiss and by Eleanor R. Lehrer of the Bureau's Division of Industrial Relations.

EWAN CLAGUE, *Commissioner.*

HON. MAURICE J. TOBIN,
Secretary of Labor.

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Preface

As early as 1902 the Bureau of Labor Statistics, then the Bureau of Labor in the Department of the Interior, recognized the growing importance of collective bargaining, and published verbatim the bituminous coal mining agreement of 1902 between the Association of Coal Mine Operators of Pennsylvania, Ohio, Indiana, and Illinois and the respective districts of the United Mine Workers of America. Since 1912 the Bureau has made a systematic effort to collect agreements between labor and management in the leading industries and has from time to time published some of those agreements in full or in summary form in the *Monthly Labor Review*.

The first bulletin entirely devoted to collective bargaining agreements was published in 1925 under the title "Trade Agreements in 1923 and 1924." Similar annual bulletins were published in 1926, 1927, and 1928. These bulletins analyzed only outstanding agreements affecting certain industries and certain skilled crafts in which collective bargaining has followed a more or less established pattern.

No bulletins in this field were published by the Bureau between 1928 and 1942—a period during which collective bargaining first lost ground in the depression and then made rapid strides following the enactment of the National Labor Relations Act in 1935. The growth in trade-union membership from fewer than 4,000,000 workers in 1935 to more than 10,000,000 in 1942 not only resulted in a large increase in the number of collective agreements covering industries hitherto not included under collective bargaining, but also extended the scope and area of bargaining in individual industries. In recognition of this development, the Bureau's 1942 report on union agreements (Bulletin No. 686) dealt with provisions and clauses on particular labor-management problems rather than with the agreements of each union or industry separately.

The substance and character of collective bargaining agreements change continuously, and many of the clauses and provisions covered in Bulletin No. 686 underwent significant changes during the war emergency, as a result not only of the normal processes of collective bargaining but of the decisions of the National War Labor Board. New problems meant new clauses and new provisions. The Board also gave added impetus to certain forms of union security, and to

- No. 908-5 Discharge, Discipline, and Quits; Dismissal Pay Provisions.
- No. 908-6 Leave of Absence; Military Service Leave.
- No. 908-7 Promotion, Transfer, and Assignment; Lay-Off, Work-Sharing, and Reemployment.
- No. 908-8 General Wage Provisions.
- No. 908-9 Wage Adjustment Plans.
- No. 908-10 Union-Management Cooperation, Plant Efficiency, and Technological Change.

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Collective Bargaining Provisions

Seniority

Introduction

A seniority program aims to provide maximum security in employment to those with the longest service. By setting up length of service as a yardstick, it seeks to eliminate favoritism and discrimination in employment. However, in addition to length of service, such other factors as ability, skill, merit, efficiency, family status, physical fitness, and place of residence may be included in the definition of seniority. These other factors may receive equal, less, or greater weight than length of service in determination of preferences.

Where unemployment normally is a serious problem, seniority assumes great importance to workers. Although it does not, by itself, create or preserve opportunities for work, to many workers it is synonymous with the job itself. It provides job status and promises a security of tenure in relatively direct proportion to length of service. But seniority is not absolute job security, since it does not guarantee employment. It provides preference for jobs only where jobs exist. If jobs are eliminated or otherwise unavailable, little protection is afforded to any worker.

While seniority is most frequently applied to determining the order of lay-off and rehire, it is also extended, in some cases, to promotions, transfers to more desirable duties, choice of shift, choice of vacation time, selection for overtime work, and the like.¹ In applying seniority, the major problems are: (1) Definition of the area within which seniority rights shall be exercised, that is, plant, department, or occupational unit; and (2) the degree to which factors other than length of service shall be considered.

Many types of clauses have been negotiated, seeking to accommodate the basic organization of each plant to the general principle of seniority. In general, the composition of any given labor force—the degree of similarity in operations and skill requirements of the various

¹ See Bulletin 908-7, Promotion, Transfer, and Assignment; Lay-Off, Work-Sharing, and Reemployment.

departments—is the key factor in determining the type of seniority established.

Unions tend to favor length of service as the main factor in determining preference in employment, because it gives the maximum job security to the worker with the longest service. They contend that there is a close correlation between efficiency (or experience) and an employee's length of service, and that any gain that might accrue by advancing or retaining exceptional workers out of line with length of service would be dissipated by the resultant lowered morale of the working force as a whole. Unions also claim that other factors are too difficult to measure objectively.

Employers generally prefer to base promotions and the filling of vacancies and lay-off and rehiring on skill and ability. Management contends that it must be able to recognize and encourage superior performance, if productivity is to be increased, and that strict seniority provisions conflict with this objective. Consequently, employers have sought to modify strict seniority by some recognition of qualification, skill, or ability to perform the available work.

Where factors other than length of service are considered, the question arises as to their application. Shall the worker to be retained or promoted be the most capable of those who have equal length of service, or shall it be the senior employee of those who have about equal capability? Unions contend that when the force is reduced, men with longer service, if they are capable of doing the lesser paid or lesser skilled job, should have the work. Whether these employees are the most skilled is not at issue. Management, on the other hand, emphasizes that it must retain at least a nucleus of its best workers if it is to operate efficiently with a reduced force.

The introduction of such qualifications as ability or adaptability also poses the question of how to measure ability. Some agreements leave the decision entirely in the hands of management; others provide that the bases for comparison shall be agreed upon between union and management.

Ability to do the job is balanced with the seniority principle in many cases by establishing separate seniority groups. Workers are separated into groups on the basis of occupation or craft, type of work, or geographic or departmental divisions. Employees are laid off, rehired, or promoted within these groups as distinct units, thereby assuring, in part at least, that they will not be placed in jobs for which they are not trained or experienced.

Seniority may prove a problem to the union itself because of the possibility of conflict between the older workers who have long service and the newer workers who have short tenure. Where, for example, men of long service have the right to displace junior workers

in any department, the down-grading or lay-off of most of the younger men is inevitable. Where the younger workers are numerically strong, they may succeed in eliminating the "bumping" rights of their seniors and press for a division of available work through work-sharing. Long-service workers, on the other hand, cite their right to the available work and decry any "poverty-sharing." (See Bulletin 908-7).

With the widespread adoption of seniority, workers are more hesitant to leave their jobs and lose their seniority standing with one company and start at the bottom of the seniority list in another company. To this extent, seniority helps to reduce turn-over. Since most workers have reasonable assurance of reemployment at the end of short lay-off periods, they are relieved of the necessity of seeking permanent jobs elsewhere. Employers, too, are assured that a large proportion of their experienced workers will return as soon as business improves.

Definition and Objectives of Seniority

Under some agreements, seniority is defined as length of service; in others, seniority is given a broader meaning and other considerations, such as capability and performance, are included. Some seniority clauses introduce such factors as need, family status, number of dependents, place of residence, citizenship, physical fitness, in addition to merit qualifications. Where length of service is the sole factor recognized, seniority is termed "straight" or "strict." Where the relative qualifications of the employees involved are given some weight, seniority is called "modified" or "contingent." These latter clauses differ as to the factors included in the seniority formula and as to whether these qualifying factors are given equal, less, or greater weight than length of service. Some seniority clauses place greater emphasis on ability than on length of service for promotion, but give greater weight to the latter for lay-off purposes.

The definition clause may also state the purposes to which seniority is applied.

1. Definition and Purpose

All paragraphs of this agreement pertaining to seniority shall mean company service and shall be applied in departments unless otherwise specified in this agreement. Seniority is preference or priority by length of service with definite right qualifying employees for employment when work is available, the purpose of which is to provide a declared policy of work security measured by length of service. In laying off or recalling employees, or sharing of work, department seniority shall be observed in the following manner:

1. Length of service in the department.
2. Employees' ability and willingness to do the work available.

2. *Statement of Objective of Seniority Provisions*

It is the intent and purpose of this article to preserve the principle that provided the employee has the ability to perform the work, job security should increase in proportion to length of continuous service without interruption to efficient operations of the plant.

3. *Definition: Employee's Relative Status in Department, Controlled by Length of Service*

Seniority is defined as the relative status of the employee in a department or in a group of similar departments (as indicated in schedule A annexed to this agreement) to be determined by the following factors:

Length of service is to control, except that where length of service is relatively equal, skill is to control. The union agrees that in the case of lay-offs and rehiring, the employee retained or rehired must be able to perform at that time the minimum standards of the required work to which he may be assigned, and rehiring shall be in the reverse order to lay-offs.

Length of service shall be the total service with the company since the date of last employment, except as otherwise provided herein.

4. *Seniority Defined as Continuous Service: Continuous Service Defined*

Seniority shall be considered as the length of an employee's continuous service with the company and continuous service shall mean a period of service not interrupted by removal from the company's pay-roll records.

5. *Definitions of Plant, Departmental, and Classification Seniority*

Plant seniority as used in this article means length of continuous service since the last date of employment at the company's — refinery, subject to sections — and — of this article.

Departmental seniority as used in this article means the accumulated length of time worked on a permanent basis in divisions composing a department as specified in the promotional chart shown as appendix A of this agreement and forming a part of this agreement subject to sections — and — of this article.

Classification seniority as used in this article means the accumulated length of time worked on a permanent basis in a classification as shown in the list of classifications and rates shown as appendix B of this agreement and forming a part of this agreement subject to sections — and — of this article.

6. *Definition: Total Continuous Service Plus Job Performance Record*

The seniority of an employee shall consist of total length of continuous service plus the employee's record of job performance.

7. *Definition: Ability and Length of Service*

Seniority as used herein shall mean ability and length of service with the company. It is agreed ability shall determine the order in which such employees shall be laid off or rehired.

8. *Definition: Service; Efficiency; Application*

In cases of promotion as well as in cases of increase or decrease of forces, the employees shall be granted preference in the order of their seniority status. Seniority status shall be based upon:

1. Length of continuous service with the company.
2. Efficiency.

3. Application to the job.

If one and two are equal, then the third part shall govern the case.

9. Equal Consideration to Capability, Length of Service, and Family Status

It is agreed that in all cases of promotion, or increase or decrease of working forces, the following factors shall be equally considered:

- (1) Capability.
- (2) Length of continuous service.
- (3) Family status, number of dependents, etc.

10. Length of Service Governs, Provided Other Factors Are Relatively Equal

Seniority is defined as the length of an employee's service with the company from his latest employment date and shall apply in all cases of promotion or increase or decreases of forces. However, the factors listed below shall be considered and where factors (b) and (c) are relatively equal in the opinion of the foreman of the department involved, length of continuous service shall govern:

- (a) Length of service.
- (b) Ability to perform the work.
- (c) Physical fitness.

11. Merit Considered in Applying Seniority

Seniority is defined as the length of an employee's continuous service with the company and it shall apply, merit considered, as to demotions, promotions, lay-offs, and rehiring within a department.

12. Qualifications and Seniority Considered. Union Consulted in Determining Qualifications

Any change in the status of an employee shall always involve consideration of both his qualifications and his seniority.

Qualifications shall include ability and interest, which shall be determined by the company, but only after consultation with not less than three members of the union committee.

Everything being equal as to qualifications, seniority shall govern.

13. Application of Seniority: Controlling in Lay-Off and Rehire; Given Consideration in Filling Vacancies

The seniority of an employee will determine the order in which he may be laid off in case of a reduction of working force, or the order in which he will be called back upon opportunity to employ more men. It will also be considered in filling new positions and vacancies as provided in this agreement.

14. Application of Seniority Conditioned by Competency. Determination of Competency Subject to Grievance Procedure

In cases of lay-offs, call-backs, and all transfers in lieu of or resulting from lay-offs, the application of seniority rules shall be conditioned only by the employee's competency to perform the job, apart from any consideration of relative skill and ability. In such cases determination of the employee's competency shall be subject to review under the grievance procedure.

15. Work, Shift, or Plant Assignments Not Covered by Seniority

Seniority status shall not be a factor in work assignments or assignments to shifts or plants.

16. *Factors Excluded in Determining Seniority: Race, Marital Status, Dependents*

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

Acquisition and Calculation of Seniority

Most union agreements require a probationary period before employees are given regular or permanent status. At the expiration of this period, seniority is usually retroactive to the date of hire, although it may begin with the date of permanent status.

The duration of the probationary period is generally specified. Skilled workers are sometimes required to serve longer probationary periods than others. The trial period may be expressed as a continuous period of time worked (30, 60, or 90 days, for example) or as an accumulation of a given number of nonconsecutive days or hours of work within a given time period. In the latter instance, employees laid off during their probationary period have preference in rehiring as against new employees, and their accumulated service is credited towards the completion of the probationary period. In such instances, too, seniority may be dated back to a specified time (equal to the length of the trial period) prior to the date the employee completed his probationary period.

Probationary employees are covered by the agreement, but their retention, lay-off, or discharge is at the sole discretion of the employer. It may not be made the subject of a grievance by the employee or the union unless union discrimination is alleged.

The relative standing of employees whose seniority begins on the same day may be determined by clock number or by mutual agreement of union and management. The seniority of employees, rehired after having lost their previous seniority, is calculated from the date of rehiring.

Special provisions are sometimes included in agreements covering the acquisition and calculation of seniority for part-time employees and for apprentices.

17. *Seniority From Date of Employment*

Seniority shall date from the date of employment.

18. *Seniority Retroactive to Hiring Date After 30 Working Days*

When a new employee has completed 30 working days with the company, he shall be granted plant seniority which shall date back to that employee's first day of employment with the company.

19. *Seniority Retroactive to Hiring Date After 8 Weeks' Accumulated Employment in Any 12-Month Period*

When a new employee has completed an accumulated 8 weeks' probationary period with the company in any 12-month period, his service for the purpose of seniority rights shall be computed from the initial hiring date.

20. *Seniority Rights After 6 Months' Employment in 12-Month Period*

All new employees shall serve a satisfactory accumulative probationary period of 6 months within a 12-months' period before becoming entitled to full seniority rights as set forth in this agreement.

21. *Seniority Acquired by Working 90 Days in 24-Month Period; Retroactive to Date 90 Days Before Seniority Acquired*

Employees may acquire seniority by working ninety (90) days during a period of twenty-four (24) months in which event the employee's seniority will date back ninety (90) days from the date seniority was acquired.

22. *Seniority Established After 24 Days Worked or Maximum of 48 Days from Hiring Date, Whichever Is First*

A new employee shall be considered as having established seniority after twenty-four (24) days worked from the day he is permanently assigned to a department or after a maximum of forty-eight (48) days from the date of employment, whichever occurs first. The dismissal of such employee during this probationary period, without regard to seniority or the reason therefor, shall not be taken up by the union as a grievance.

23. *Length of Probationary Period Differentiated for Various Groups of Employees*

Employees, except the skilled groups in the engineering division, shall be regarded as temporary during the first one calendar month of continuous employment with the company. Employees in the skilled groups in the engineering division shall be regarded as temporary during the first two calendar months of continuous employment with the company. The company shall have no responsibility for the reemployment of these temporary employees if they quit, or are discharged or are laid off, nor shall they have preference of job tenure. After one (1) calendar month of continuous service, however, employees' names shall be placed on the seniority list of the department specialized group or classification in which they are working at the time, in order of their hiring date, except in the engineering division it shall be two (2) calendar months.

24. *Length of Probationary Period Indeterminate Up to 60 Days' Maximum*

New employees employed by the company shall be employed for an indeterminate probationary period not to exceed sixty (60) days beginning with the first day of employment and for the next fifty-nine (59) calendar days. Probationary employees will not come within the scope of the agreement except that the minimum rate of wages, as started in section —, and the maximum hours of work shall apply. Probationary employees retained beyond sixty (60) days or accepted in writing by the company prior to such sixty (60) days shall become members of the union, and their seniority will begin from the date of their employment. Provided, however, that in the case of a probationary employee whose employment is terminated during the period of probation and who is subsequently rehired, the date rehired shall govern seniority.

25. *Probationary Period for Common Labor—3 Months; Other Employees—6 Months*

The probationary period for common labor shall be three (3) months. The probationary period for helpers being trained as machine operators and all other new employees shall be six (6) months.

26. Extension of Probationary Period at Company Request

After a probationary period of continuous employment described below, each employee will have seniority in the "Occupational Group," as now or hereinafter denominated, in which he is then working. When thus established, such seniority will be equal to the employee's continuous length of service with the company:

(A) Engineers—90 calendar days—with 90 additional days at the request of the company.

(B) Technicians—45 calendar days—with 15 additional days at the request of the company.

The union shall not unreasonably withhold its consent for such additional days.

27. Reduction of Probationary Period at Company Option

The first sixty (60) days of accumulated service (which must be completed in 1 year) is a probationary period and, when completed, seniority shall be dated back to the date of hiring. If at the end of thirty (30) days an employee has demonstrated his ability and capacity to fill the job for which he was hired, or to which he has been assigned, the company may reduce the probationary period to thirty (30) days, and so notify the employee and the department steward. The management reserves the right to discharge or discipline probationary employees in whatsoever manner the management deems just and fitting.

28. New Employees and Former Employees Who Have Lost Seniority Must Complete Probationary Period—Paid Probationary Rate of Pay

New employees and employees who are rehired by the company after having lost their seniority for the reasons set forth in sections — to —, inclusive, shall be considered probationary employees with no seniority for a period of 30 days after which their seniority shall date from the first day of their current hiring. Such probationary employees may be discharged by the company within the 30-day period for any reason whatsoever except membership in or proper activity on behalf of the union, and such discharge shall not be contestable by the employee or the union.

New employees, employees rehired by the company after having lost their seniority for the reasons set forth in sections — to —, inclusive, above, and employees rehired by the company after a lay-off in excess of 2 years shall also be hired at the appropriate probationary rate of pay for the craft or department concerned, except for laborers, who shall be hired at the appropriate rate of pay for the classification.

29. Union May Represent Probationary Workers Except on Lay-Off or Discharge, Unless Union Discrimination Charged

The union shall represent probationary employees for the purpose of collective bargaining in regard to rates of pay, wages, hours of employment and other conditions of employment, but the union shall not represent probationary employees who have been laid off or discharged, except in case the lay-off or discharge is for discrimination or union activities.

30. Determination by Employment-Card Number

Prior seniority between employees bearing the same seniority date shall be awarded to that employee possessing the lower employment-card number.

Employment-card numbers shall be assigned to employees in the order of their hiring.

31. *Determination by Order of Hiring*

An employee's seniority shall begin after thirty (30) days of employment, and shall be retroactive to the day he commences work. If more than one employee commences work on the same day, then order of hiring shall determine order of seniority. During said thirty (30) day period such new employee shall be considered a probationary employee and retention of the employee shall be determined solely by the company.

32. *Driver's Seniority Dates From Time He Operates Bus Alone*

The seniority of present operators will remain as now established by current seniority rosters as revised. The seniority of any operator will be established as of the hour and date that they are permitted to operate their bus alone.

33. *Seniority Calculated From Hour on Time Card*

Employees on the seniority list prior to August 3, 1941, having seniority of the same date will be ranked by the hour shown on their time card on the first day of employment.

34. *Ability Determines Relative Position of Two or More Employees Who Have Equal Length of Service*

In the event two employees of the employer have equal seniority by length of service, then the employer shall have the right to fix the relative position of the two or more employees according to the ability of said employees. Any employee who shall feel aggrieved by such decision shall have the right to present his grievance in this respect.

35. *Seniority Computed in Years, Months, and Days. No Deduction for Sickness or Temporary Lay-Off*

Seniority is considered the length of service from the first date of continuous employment in years, months, and days of any employee in the plant where employed. Time lost through sickness or temporary lay-off shall not be deducted from employee's seniority record.

36. *Seniority Computed in Years, Months, and Days. Deduction for Unexcused Absences*

The seniority of an employee is measured by years, months, and days of continuous employment by the employer less time lost due to:

Unexcused absences—for purposes of clarification, unexcused absences shall mean absence from the job without permission of the department manager or failure to notify the employer when absent from work. In any case where the union feels that an employee is unjustly charged with an unexcused absence, the union may take recourse to the grievance procedure outlined in article XX of this agreement. In cases where unexcused absences cause loss of seniority to an employee, the industrial relations department of the employer will so notify the union business agent within ten (10) days from the date the employee returns to work.

37. *General and Departmental Seniority—Method of Calculation*

General seniority is the aggregate years, months, and days of work performed by an employee at the plant.

Departmental seniority is the aggregate years, months, and days of work performed by an employee within his departmental seniority unit.

38. Plant, Department, and Subdivision Seniority—Method of Calculation

Seniority in a subdivision having an agreed line of succession shall date from the date of entrance into that subdivision, seniority in a department shall date from the date of acceptance into that department and seniority in the plant shall date from the date of the entrance into the plant, subject to an employee having been employed for 30 days.

39. Seniority Accumulated on Weekly Basis

No employee shall be placed on the seniority list of any employer until he has worked eight (8) workdays and when said employee has worked eight (8) workdays he shall then be eligible to go on the next seniority list posted, effective as of the day he started work. Seniority shall be accumulated on a weekly basis.

40. Seniority Equals Service in Job Classification Plus 4 Months' Credit for Each Year of Service in Other Job Classifications

Seniority shall depend upon length of continuous employment in the employee's job classification, plus a 4-months' credit for each year of continuous employment in the plant in other job classifications.

41. Credit for Prior Company Seniority to Employees Employed at Any Plant of Company as of Specified Date; Others Accrue Plant Seniority Only, From Date of Employment at Given Plant

All employees assigned to regular classifications as of November 30, 1939, shall enjoy seniority composed of actual plant seniority earned at — refinery, plus any company seniority earned elsewhere. The seniority of any employee transferred to — refinery after November 30, 1939 shall be computed from the date he entered employment at the — refinery.

42. Prior Company Service Added When 25 Years' Service Accrued

When an employee has accumulated twenty-five (25) years' continuous service any prior company service shall be added thereto.

43. Time Spent With Specified Companies or Any Newly Acquired Companies Counted in Calculation of Seniority

Determination of company service. In computing the company service record of any such employee who is now an employee of the — company, his service record, if any, with the — company and its predecessors in interest and his service record with the — company, as the case may require, shall be included and counted.

In computing the service record of employees taken over by the company with properties which it has acquired or may acquire from other companies, or other operations which it has taken over or may take over from other companies, credit will be given for their respective service records with the company from whom the property was acquired or the operation taken over.

44. Seniority Computation Excludes Time Worked Prior to Specified Date

Length of continuous service for an employee shall consist of the actual time in whole months that the employee has been employed by [name of company], except that employment prior to January 1, 1929, shall not be included. This shall be computed by continuing to date the length of service record in full months as noted on his record with [name of company].

45. Seniority Calculated With Reference to Specified Date

Seniority of any employee, as such term is used herein, shall mean the length of service of such employee with the company in any particular department, beginning with September 1, 1933. All employees who were in a particular department as of May 1, 1936, shall carry as their department date, their plant employment date.

46. Plant Seniority Credited to Department Seniority, If Employed in Department by Specified Date

An employee's plant seniority shall be computed in years, months, and days from the first date of his employment.

An employee's departmental seniority shall be the same as his plant seniority if he was a regular employee in the department before January 1, 1922. Men entering the department since that date have departmental seniority as of the entering date.

47. Rules for Computing Seniority Not to Affect Employees' Seniority Status as of Date of Agreement

The rules of this agreement for computing seniority standing shall be applied prospectively and shall not alter the seniority standing as of the date of execution of this agreement, subject, however, to agreement between the company and the union as to the proper seniority of employees who entered the employ of the company by the acquisition of new properties heretofore acquired.

48. No Deductions from Continuous Service for Absence for Specific Reasons

Time actually spent on the pay roll plus properly approved absences will be counted as continuous service in determining seniority rights for the purpose of vacation pay, job placement, shift preference, lay-offs and recalls.

Time off the pay roll will be counted as continuous service without deduction of time lost, when an employee is either sick or injured, laid off due to curtailment of production, on leave of absence approved by the company and the union, and any time spent in the armed forces of the country during time of war emergency, or compulsory military training.

49. Deduction from Seniority Standing for Specified Absences

A deduction will be made from seniority standing for any of the following absences:

- (1) Time lost due to lay-offs in excess of ninety (90) calendar days in any calendar year.
- (2) Time lost due to personal nonoccupational illness and/or nonindustrial injury in excess of one hundred eighty (180) calendar days in any calendar year.
- (3) Time lost due to unexcused absences.

50. Absence from 1 to 2 Years Due to Sickness Deducted From Length of Service

Any employee off due to his sickness shall accrue seniority up to one (1) year; thereafter he shall have seniority he has accrued up to and including this year, upon presentation of a doctor's certificate mutually agreeable to both parties. In the event he is off more than two (2) years, upon being rehired, he assumes the status of a new employee. It is not the intent of this paragraph to place an employee on a job he has not been broken in on.

51. No Accrual of Seniority During Maternity Leave or Other Leaves Without Pay

Seniority shall be computed from the earliest date of continuous employment at the [company] irrespective of transfers, promotions, or demotion. Seniority shall not be forfeited during vacations, maternity leave, allowed period of sick leave, other leaves with or without pay, or leave for the armed service. Time of service shall not be accrued during maternity leave, or other leaves without pay.

52. Absences During Probationary Period Deducted from Service

If an employee shall be granted a leave of absence or shall be absent in excess of 5 days during the probationary period, the effective date of acquiring seniority may be postponed by a period of time no longer than the employee has been absent or on leave.

53. Time Worked Prior to Lay-Off During Probationary Period Credited If Rehired Within 6 Months

Employees who are laid off during their probationary period, if rehired within six (6) months after the lay-off, shall be entitled to count the time of previous probationary employment toward their sixty (60) day probationary period.

54. Occasional Lay-Offs During Probationary Period Ignored

No employee is to hold seniority until he has been on the pay roll for an uninterrupted period of 6 months. Occasional lay-offs to spread the work will not be considered an interruption.

55. Seniority for Part-Time Employment Accrues at One-Half Regular Rate

The seniority standing of part-time employees will be considered to have accrued at one-half the rate of full-time employees.

56. Part-Time Employees; Pro Rata Seniority Cumulation Geared to Assigned Weekly Hours

* * * it is understood that from and after April 25, 1945, part-time employees shall accumulate seniority credit in accordance with the following table:

<i>Number hours normally assigned (per week)</i>	<i>Seniority credit (per calendar month)</i>
Up to 8 hours, inclusive.....	1/8 month.
Over 8 to 16 hours, inclusive.....	2/8 month.
Over 16 to 24 hours, inclusive.....	3/8 month.
Over 24 to 32 hours, inclusive.....	4/8 month.
Over 32.....	1 month.

57. Part-Time Employees; Seniority Credit as Ratio of Part-Time Hours to Full-Time Hours, Seniority not Applied to Lay-Off of Part-Time Employees.

A part-time employee shall be entitled to credit for length of service in the same proportion that time regularly worked by such part-time employee bears to the time regularly worked by a full-time employee except for purposes of lay-off and rehiring after a lay-off. For purposes of lay-off, part-time employees shall not be considered to have acquired seniority.

58. No Seniority for Part-Time Employees

Part-time employees, that is, those hired solely on a part-time basis, and do not work regularly the full daily, weekly, and monthly schedule of the department shall not attain or accrue seniority. They will be treated in all cases as

temporary employees, until and unless they are assigned a full-time job with the company. Seniority will commence with starting date of full employment.

59. *Apprentice's Seniority Dates from Time of Completing Apprenticeship*

If an apprentice is retained in the service upon completion of his apprenticeship, his seniority rights as a journeyman machinist will date from the time of completion of apprenticeship. Apprentices are subject to be laid off in cases of force reduction to maintain the ratio.

60. *One Year's Seniority Credit on Completion of Apprenticeship*

Apprentices retained after completing their apprenticeship shall be given 1 year's seniority.

61. *Veteran Not Previously Employed Given Seniority Credit for Time Spent in Armed Forces*

Any veteran of World War II who has been discharged, other than dishonorably, from the armed forces of the United States and who immediately prior to his acceptance in the armed forces was not previously employed by [name of company] and who is employed by [name of company] within twelve (12) months after his discharge, provided it is his first place of employment after his discharge, shall take his place on the seniority list after completing the sixty (60) day trial period. His seniority shall be computed from the day of his acceptance into the armed forces. However, no veteran covered by this section shall have seniority prior to December 7, 1941.

62. *Union Members Only Accrue Seniority*

No employee shall hold seniority on the plant or department seniority lists until he has been in the employ of the company for 30 calendar days. After said thirty (30) days, he shall be placed on the plant and the department seniority lists according to the date and hour of hiring and none but members of the — unit of local —, international union [name of union], will have seniority.

The union employees shall hold plant seniority as established by the plant seniority list as of February 9, 1943, and by the seniority committee. The people hired after said date shall hold plant seniority as of the date and hour of hiring, and according to section — of this article.

63. *No Accrual of Seniority by Employees Initially Hired Outside Bargaining Unit*

An employee in an excluded position who was initially hired outside the bargaining unit shall not accrue seniority in the bargaining unit.

64. *No Seniority for New Employees Over 60 Years of Age*

The condition of employment of new employees whose ages are sixty (60) years and over shall be of a temporary nature. Seniority stipulation for this group shall apply only within the group itself separately from regular employees. This group may join and support the union with the understanding that the company can discontinue their employment at any time.

The Seniority Unit

The unit within which service credits are computed and applied is a very important consideration in affording the maximum security

to employees who have rendered longest service. Generally, the broader the seniority unit, the more secure are senior employees, since preference in lay-off and recall is on the basis of total service regardless of which plant, department, or occupation is being curtailed. If seniority applies only within a department or occupational group, the employee has fewer opportunities to use his seniority status as protection than he would if his rights extended throughout the plant.

Unions generally desire to extend coverage coextensive with the bargaining unit in order to protect all employees for whom they are the bargaining agents. Management customarily prefers narrower seniority units, preferably by job classification or department, in order to establish competition between the same skills, to prevent excessive displacement of workers and numerous transfers from one department to another, and to eliminate high training costs. The types of seniority incorporated in agreements probably reflect attempts to reconcile the view that the wider unit gives the greatest protection with the belief that some kind of limitation on departmental, occupational, or geographic lines is necessary for productive efficiency.

Seniority may accumulate and operate on a company-wide, plant-wide, division-wide, departmental, or occupational basis, or on any combination of these types or units. The seniority system is usually adjusted to fit a local situation and the size of the unit; therefore, variations are usually with differences in size of plant and scale of operations, differences in skill and experience requirements, diversity of processes, and ease of interchangeability of types or classes of work. The presumption is that the more skills or types of work, and the greater the degree of specialization, the smaller the individual seniority unit. For this reason, seniority is more often established on a departmental than on a plant-wide basis. Departmental seniority is, of course, another method of reconciling the strict seniority principle with efficient operation of the plant. Thus, an employee's right to job preference on the basis of his length of service is recognized, but this right is restricted to workers qualified to perform available work.

Under plant-wide seniority, the entire plant is treated as a single unit. The status of each employee is determined by the total of his recognized service at the plant, and transfers from job to job within the plant have no effect on seniority standing. A long-service worker can exercise his seniority to displace a junior worker on any job which he can handle. As a result, one lay-off may cause a number of displacements.

Under strict departmental or occupational seniority, there are separate seniority lists for each department or occupation. The seniority acquired in one department determines the order of lay-off and re-employment, and sometimes the promotion, of workers in that depart-

ment. Under this type of seniority, senior plant employees in one department may find themselves out of work, while junior employees in other departments are working full time. The situation also applies during restoration of forces. Production in different departments may be resumed in varying order, and junior workers may be taken on in one department while senior employees in other departments continue on lay-off. To alleviate the situation, some agreements provide combinations of plant-wide with occupational or departmental seniority, or establish different seniority units for different purposes with respect to the same group of workers.

Among the many combinations of departmental and plant seniority are the following: (1) Lay-off and rehire on a plant-wide basis; promotion and transfer on a departmental seniority basis; (2) lay-off by departmental seniority; rehire by plant seniority for jobs employees can perform in any department; (3) short lay-off by department seniority; longer (including permanent) lay-off by plant seniority in order to avoid undue movement in the event of a short-term reduction in force; (4) seniority applied by department but computed on the basis of total plant or company service; (5) plant seniority for long-service workers but only department seniority for short-service workers; (6) seniority by department, where displaced workers may "bump" employees in unskilled entrance departments on the basis of plant seniority. (The net effect is to establish a limited form of plant- or company-wide seniority for lay-off purposes.) The seniority unit is also broadened, in some cases, to permit employees whose jobs are eliminated by technological change to exercise their seniority rights within their occupational group or related occupational groups anywhere in the plant.

Different seniority units may be set up for skilled and unskilled employees. Unskilled employees may accrue seniority based on length of service with the plant or company. Classified employees, on the other hand, may also accrue departmental seniority, and employees in a few job classifications (the highly skilled, or those found in many departments) may be placed on separate occupational seniority lists. Some agreements provide for seniority on the basis of sex, specifying separate seniority lists for men and women.

In agreements covering several widely scattered plants of a company, the State or some other geographical unit may be regarded as the seniority unit. Determination of the unit in these multiplant agreements, however, is often left to local plant negotiations.

65. Company-Wide Seniority

Seniority of employees shall be company-wide and such seniority shall commence from original date of employment in the production and maintenance

departments of the company's operations for employees certified in the order issued by the National Labor Relations Board.

66. State-Wide Seniority

For the purpose of applying the seniority provisions of this article the State of — shall be regarded as the unit.

67. Seniority by Geographical District; Modifications by Mutual Agreement

The operations of the company shall be divided into the following five (5) seniority districts in which operators there regularly employed shall hold seniority.

District 1.....	*	*	*	Regions
District 2.....	*	*	*	Regions
District 3.....	*	*	*	Regions
District 4.....	*	*	*	Regions
District 5.....	*	*	*	Regions

If any change occurs in the operations of the company which would necessitate an increase in, decrease from, or rearrangement of the above named seniority districts the company agrees that said increase, decrease, or rearrangement shall be subject, as same affects seniority, of further negotiations and agreement between the parties hereto.

68. Plant-Wide Seniority: Promotion, Demotion, Increase, or Decrease of Forces

Seniority shall be applied on a plant-wide basis within the bargaining unit for all cases of promotion or demotion or increase or decrease of working forces.

69. Division Seniority

The unit for the application of the seniority principles shall be a division of the company, enumerated as follows:

1. Production, procurement, stores and timekeeping.
2. Drop hammer, finishing and plating, metal bench and welding, machine shop, sheet metal and spares shipping.
3. Experimental.
4. Quality control.
5. Cafeteria.
6. Maintenance, machine repair, marine, sanitation and garage.
7. Tool room, wood shop and tool cribs.
8. Assembly, final assembly, airport and strawberry point.
9. Terminations (all 801-badge numbers).

70. Departmental Seniority

Seniority rights shall be rated by departments only.

71. Departmental Seniority—Secondary to Ability in Promotions

The ordinary rules of seniority shall apply on a departmental basis, but in promotions, seniority shall be secondary to ability.

72. Seniority by Noninterchangeable Occupational Groups

The company shall arrange all job classifications of employees subject to this contract in noninterchangeable occupational groups. All employees classified in the job classifications which are placed in each such occupational group shall be listed in the order of their total weeks of continuous employment with the company.

73. *Seniority by Job Classification Within Major Departments*

Length of employment in a particular job classification within a major department (accounting, commercial, plant and engineering, purchasing and stores, and traffic) shall be known as "seniority."

74. *Job Classification Seniority and Ability in Promotions, Company Seniority for Other Purposes*

With the exception mentioned in section —, an employee's seniority shall start the day his name appears on the pay roll as a permanent employee. Job classification seniority and ability shall be adhered to in the promotion and demotion of employees. Company-wide seniority shall be adhered to in the transfer, re-employment, and lay-off of employees. In case of demotion, the last man demoted shall be the first man eligible to advance.

75. *Department and Occupational Group Seniority*

Seniority shall start from the time of hiring and shall be by departments and occupational groups within a department.

76. *Plant Seniority for Specified Plants; Departmental for Other Plants and Craft Occupations in all Plants*

Straight plant seniority will be continued in effect in plans — and — division, except as herein otherwise provided.

Departmental seniority shall prevail in plants 2, 3 and [name of plant]. Departmental seniority shall also prevail in the tool, die, and pattern shops, of the various plants covered by this contract, and also the general maintenance at plant no. 5.

77. *Six Months' Service for Plant Seniority; 48-Day Trial Period for Departmental. Application of Types of Seniority Specified*

There shall be two types of seniority as follows:

(a) *Departmental seniority*: An employee's departmental seniority after completing the forty-eight (48) workdays' probationary period shall begin as of his date of employment. The departmental seniority of a transferred employee shall begin as of the date of transfer to the new department except as herein-after provided.

The following groups shall be established for departmental seniority purposes: * * *

(b) Departmental seniority entitles an employee to consideration for promotion or change in job status in an employee's department; and for retention on the job in the event of lay-off in the employee's department except when plant-wide seniority must be considered.

(c) *Plant-wide seniority*: Seniority rights throughout the — plant shall accrue to an employee after 6 months of continuous service. Plant-wide seniority entitles an employee to plant-wide consideration for retention in the plant in the event of lay-off.

78. *Combination Departmental and Plant Seniority. Separate Seniority List for Men and Women*

Seniority will operate on a combination departmental and plant basis. Seniority departments and department seniority of each employee as heretofore agreed upon with the representatives of the union will remain in effect unless a re-grouping of seniority departments is otherwise agreed upon between the plant superintendent and the local union. There shall be separate plant and depart-

mental seniority lists for male and female employees. The department and plant seniority of each employe in the seniority department shall be posted in the seniority department. A list of all employees in the bargaining unit according to their plant seniority will be posted in not to exceed three conspicuous places at the local plant, as agreed upon between the local plant superintendent and the local union. The question of whether new departments created by the company shall be included in existing seniority departments shall be determined by agreement with the local union.

79. Occupational, Departmental, and Plant-Wide Seniority.

Each employee shall accumulate seniority rights in three categories as follows :

- (a) Occupational.
- (b) Departmental.
- (c) Plant-wide.

These categories shall be defined :

(a) Occupational seniority shall be an employee's relative length of service in an area of associated jobs or operations, as defined by consultation between each branch works manager and the branch grievance committee of the union.

(b) Except as hereafter qualified, departmental seniority shall be an employee's relative length of service in any general department, as defined in exhibit "B" attached hereto, and a separate list shall be compiled for each such department, which list shall be available at the foreman's office in each department, and open to inspection by the department stewards on request, and in the works manager's office for inspection by the union committee.

(c) Plant-wide seniority shall be an employee's total service in the plant except as hereafter qualified.

80. Company-Wide Seniority Except for Mechanical and Maintenance Employees, Who Have Occupational Seniority and Also May "Bump" Into Production Departments

Seniority shall be on a company-wide basis, except for maintenance and mechanical employees. Seniority among the maintenance and mechanical employees shall be by occupation.

During periods of slack production when the youngest employee in point of service in the maintenance and mechanical departments with experience on production work is about to be laid off, he shall be permitted to return to the production departments and exercise seniority over younger employees.

81. Occupational Seniority by Departmental With Up to 5 Years' Service; After 5 Years' Service, Occupational Seniority by Division

All seniority shall be defined by occupation. The word "occupation" as used in this agreement shall ordinarily be interpreted as referring to the work regularly performed by an employee, but in the case of any employee having experience in more than one (1) occupation its interpretation may be broadened to include any work that the employee in question has demonstrated ability to perform without increasing manufacturing cost.

Seniority rights in more than one occupation will be applied as follows :

(a) Up to five (5) years—accumulated seniority for all occupations within the same department will be allowed in any occupation in that department where an employee has acquired seniority rights.

(b) Five (5) years or more—accumulated seniority for all occupations within the division will be allowed in any occupation in the division where any employee has acquired seniority rights.

(c) When considering an employee for lay-off or reengagement under subsections (a) or (b), seniority will be applied in the highest rated occupation where work is available and where an employee has more accredited seniority than another employee working in that occupation. If an employee should not accept an offer of employment under the foregoing procedure, all seniority rights shall be lost * * *

"Departmental seniority" is the total occupational seniority for all occupations within the same department where an employee has acquired seniority rights.

"Divisional seniority" is the total departmental seniority for an employee who has acquired seniority rights in more than one department and who is credited with five (5) years or more seniority within the division.

82. Occupational Seniority Up to 84 Months' Service; Modified Company-Wide Seniority Thereafter.

An employee employed for more than 2 months who has not been in any occupation for a period of 2 months or more shall have seniority in his current occupation for the full period of his employment.

An employee employed in his current occupation for more than 2 months shall have occupational seniority in his current occupation for the full period of his employment.

An employee employed for more than 2 months who is transferred from one occupation to another shall have current occupational seniority in the occupation into which he is transferred during the first 2 months of his employment in such occupation, and he shall also have full employment period seniority in the last occupation in which he was employed for a period of more than 2 months. After a transferred employee has been in his new occupation for a period of more than 2 months, he shall have no seniority in the occupation from which he was transferred, but he shall have full employment period seniority in the occupation into which he was transferred, except as provided in paragraph — of the transfer article and — of this article of this labor agreement. During the first 2 months of employment in an occupation to which an employee has been transferred, such transferred employee can be displaced by an employee having greater seniority in the occupation in which the transferred employee has employment period seniority.

An employee employed for more than 84 months shall have company-wide seniority as follows:

(1) He shall have full employment period seniority in his current occupation and in such other occupation or occupations in which he has been previously employed by the employer and, in lieu of lay-off in his current occupation, he may displace a junior employee in any one of such other occupations provided:

a. his length of service in the classification of the occupation to which he is to be transferred equals or exceeds the minimum time specified in the "experience and training factor" as set forth in the job analysis of the job evaluated ratings for the classification of the occupation to which he is to be transferred; and

b. the classification of the occupation to which he is to be transferred is not more than three labor grades below the labor grade of the classification of the occupation in which he is currently employed; and

c. the transfer does not involve a displacement from any of the occupations set forth in schedule A to any of the occupations set forth in schedule B, or vice-versa.

d. any employee of 84 or more months of service presently on the pay-roll who is hereafter laid off or about to be laid off and is denied transfer rights only and because he cannot qualify under the "experience and training factor," article —, section — of this agreement will be granted such transfer rights to only and the last previous occupation in which he enjoyed an occupational classification, provided, however, that all other conditions are satisfied.

(2) The time spent by an employee while in the military service in schools and/or in a rating directly connected to the work in the company shall be credited as time worked in an equivalent occupation in the company as well as credited to the "experience and training factor" as hereinbefore set forth.

83. *Department Seniority for New Employees; Plant-Wide Seniority for Employees With More Service*

In the hiring or laying off of employees, filling of vacancies and making promotions, seniority will prevail on a plant-wide basis for employees having 1,825 days on the seniority list prior to November 1, 1947. It is agreed that the company shall have a period of 2 weeks during which time it shall not have to observe plant seniority in the case of those additional employees coming under this provision because of advancing the date from 1946 to 1947.

Departmental seniority will apply to newer employees not coming under the above-mentioned classification, but it is further understood that all employees not members of the union, shall be laid off before any union members are laid off.

84. *Separate Lists for Male and Female Employees*

Separate employment lists of all employees covered by this contract, in the order of their plant service credit, shall be maintained for the following indicated groups of employees or for other groups as mutually agreed by the parties from time to time.

Seniority list A—Male employees in all departments except those included in lists "B", "C" and "D".

Seniority list B—Male employees in the departments which consist principally of skilled tradesmen and helpers in various trade classifications.

Seniority list C—Male employees in the works laboratory.

Seniority list D—Male employees in the research laboratories.

Seniority list E—Female employees in all departments except research laboratories.

Seniority List F—Female employees in the research laboratories.

Employees shall be given seniority rank on these lists in accordance with their plant service credit as established for seniority purposes under the terms of this article IV.

85. *Separate Lists for Exclusively Male Jobs, Exclusively Female Jobs, and Interchangeable Jobs*

The seniority rights of male and female employees shall be determined as follows:

(a) Seniority rights shall be held by men only on jobs in the plant which are performed exclusively by males. All lay-offs and rehires on such jobs are to be made solely from the male seniority list. In this category of jobs females cannot exercise a shift preference as provided for in paragraph (45) to replace male employees.

(b) Seniority rights shall be held by both men and women on interchangeable jobs in the plant that are worked regularly by both men and women. All

lay-offs and rehires on such jobs are to be made from the combined male and female seniority lists. In this category of jobs either male or female can exercise a shift preference as provided in paragraph (45).

(c) Seniority rights shall be held by women only on all fundamental female jobs. All lay-offs and rehires on such jobs are to be made solely from the female seniority list. In this category of jobs males cannot exercise a shift preference as provided in paragraph (45) to replace female employees.

The term "jobs" as used in this paragraph shall not be construed to necessarily mean the same as the term "classification" used in paragraph (45). The word "jobs" as used herein refers to the job content and requirements of a given job and it is recognized that there may be a number of different jobs within a given classification.

86. Skilled and Unskilled Units

For purposes of seniority, all employees shall be classified as either skilled or unskilled. The classification "skilled" shall include all employees above the grade of helper. The classification "heavy fire helper" shall be considered as unskilled.

The seniority of a skilled employe shall be the employee's length of continuous service within the department (or recognized craft within the department) except that for an employee who has been reduced from a supervisory classification, seniority shall include the time previously spent in both the supervisory and current classifications.

The seniority of an apprentice shall be the employee's length of continuous service within his classification, except that when he satisfactorily completes the apprenticeship he shall be credited with seniority as a skilled mechanic in his craft equal to the apprenticeship time served, including military service if his apprenticeship was interrupted thereby.

The seniority of an unskilled employee shall be the employee's length of continuous service within the department, except that for an employee who has been reduced from a skilled status, seniority shall include the time spent in both the skilled and unskilled classifications in the department. An employee so reduced shall not be required to perform the duties of a skilled mechanic unless the company has previously agreed to adjust his pay rate for the duration of such work to the level indicated by its nature according to established and accepted standards.

In computing the seniority of a skilled employee, his seniority as an unskilled employee shall not be included.

87. Seniority by Units Based on Rate of Pay

The rules set forth in section — of this article shall apply within seniority units as follows:

At each yard in each department which is at the date of this agreement designated by a separate symbol or number, the employees in such department, other than employees who are classified as laborers or apprentices, shall be divided into three seniority units to be designated A, B, and C, respectively. Except as hereinafter otherwise provided, unit A shall include all employees having an hourly base rate of pay of \$1.34 or more; unit B shall include all employees having an hourly base rate of pay of \$1.22 or more and less than \$1.34; and unit C shall include all employees having an hourly base rate of pay of less than \$1.22.

At each yard all employees classified as laborers shall constitute a single yard-wide seniority unit.

In each department at each yard, employees classified as apprentices shall constitute a separate seniority unit.

88. Special Employees Who Work in Several Departments are on Seniority Lists for Each Department in Which They Work

Length of continuous service or seniority of all employees shall continue to be determined on a departmental basis; provided, however, that it is understood that there are a limited number of employees who customarily work in more than one department and that this is necessary to plant efficiency, and it is accordingly agreed that such employees may be included in the seniority list for each of the departments in which they customarily work.

89. Retention but Not Accumulation of Seniority in More than One Department Allowed

An employee may hold seniority in more than one department, but may accrue seniority in only one department currently. If an employee is transferred to a department in which he previously held seniority, accrual of additional seniority shall start on the day he re-enters the department.

90. Seniority Plant-Wide in Event of Change in Methods or Products

Where changes in methods or products, or the health of employees would otherwise require the permanent laying-off of the employees, seniority shall become plant-wide for the employees involved and they shall be transferred by agreement with the shop committee to other departments or to work they are capable of doing and at the standard rate of such work. In such cases the seniority standing of the employees will be transferred to the new department or occupational group.

91. Seniority Units Determined by Local Plant Negotiations in Multiplant Company Under Master Contract

Seniority shall be applied in the seniority unit which may be an entire plant, or any subdivision thereof, as established or agreed upon. A job may be in one seniority unit for one purpose, such as promotions, and may be in a different seniority unit for another purpose, such as terminations from the pay roll.

The existing seniority unit or units to which the seniority factors shall be applied and the rules for application of the seniority factors including service dates within these units, covered by existing local agreements, shall remain in effect unless or until modified by local written agreement signed by management and the representatives of the union. In any plant in which such local agreement has not been consummated, the local grievance committee and local plant management should complete an agreement covering the units of operation within a given plant to which the seniority factors shall be applied, within 90 days of the date of this agreement.

92. Seniority Unit May be Changed by Majority Vote of Department and Agreement with Company

Any department becoming dissatisfied with its seniority may request the local union to circulate a petition within that department to determine whether the majority of the employees involved desire an election to be held to change their seniority practice. If a change is approved, it will become effective if and when agreement is reached with the employer.

Exceptions to Seniority Rules

Deviations from the seniority principle are sometimes specified for certain jobs or groups of employees. Probationary, temporary, seasonal, specially skilled, and supervisory employees and trainees may be entirely exempted from its application. On the other hand, disabled, infirm, handicapped, superannuated, and long-service workers, and union officials may be accorded special seniority rights for a limited period or under specified circumstances. Special seniority rights are usually applied to lay-off and recall, but not to promotion.

Some agreements allow the employer the right to retain and re-employ without regard to seniority "exceptional" or "indispensable" highly skilled or professionally trained workers, so as to assure efficient plant operations when the work force is reduced. Exempting such workers from seniority represents a limited application of the merit principle since it disregards their regular seniority rating.

Similarly, many contracts provide that union officers and shop representatives shall be kept at work during their term of office irrespective of their seniority standing, so long as they are able to perform competently available work. After completing their term of office, they resume their regular place on the seniority list in accordance with their length of service. Such "superseniority" or preferred seniority clauses are designed to assure the job security of union officials and to provide employees with adequate representation at all times.

Some agreements provide extra preference, but not top seniority (superseniority), to union representatives, generally in the form of an extra number of year's seniority. Another form of preference enables them to work on the day shift so that they can handle union business. A number of agreements do not extend superseniority to all union representatives and officials; some require a minimum amount of service for eligibility for superseniority.

Generally, such seniority preferences apply only to a particular department or unit, although it may be applied on a plant-wide basis for grievance committee members and top union officials.

The number (or percentage) of exempted employees is often stipulated. In some cases, the number of special employees for whom the employer requests exemption from seniority may not exceed the number of union officials granted preferred seniority. If more than one group of employees are granted special seniority rights, their relative priorities may be stipulated: for example, as between stewards, committeemen, top union officials. In like manner, where both union officials and exceptional employees have superseniority, the group with top seniority may be specified.

Instead of granting special seniority rights, some agreements allow the employer to disregard seniority completely during temporary emergency periods or under other special circumstances. The "emergency" may be defined and limited so as to prevent abuse of the privilege.

TRAINEES, SPECIALISTS, AND EXCEPTIONAL EMPLOYEES

93. Listing and Definition of Classes of Employees Exempt from Seniority

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

94. Specially Trained or Technical Men Chosen Without Regard to Seniority

Classifications which in the opinion of the company require specially trained or technical men may be filled by men of that character without regard to the application of the seniority rules herein set out except that before employing such men from outside the personnel of the company, company will give consideration to the employees of the company who have the required training, ability and efficiency.

95. Certain Classes of Laboratory Employees Not Governed by Seniority

In the laboratory department, seniority shall not govern employees requiring technical training nor laboratory employees working on specification tests or research.

96. Exceptional Employees Not to Replace Employees in Specified Classifications

The company shall be entitled to hire or retain five employees, irrespective of seniority, who possess exceptional value to the operation of the company by reason of special knowledge, training, or ability to perform a particular kind of work, except that no such employee shall replace any employee in classifications one, two, three, and four.

97. Use of Trainees Not To Result in Lay-Offs of Employees Covered by Agreement

The company shall have the right to select employees from time to time for general training on plant operations, experimental or development work on the basis of the employee's qualifications and without reference to seniority. Such employees shall be transferred to their new assignments or transferred from department to department or division to division or plant to plant without loss of seniority.

In the event of lay-offs, such employees will not perform work on jobs in the bargaining unit which will cause the lay-off of employees covered by this agreement.

98. *Use of Technical Employees Not To Affect Status of Employees With Longer Service*

To enable the company to keep its production abreast of scientific and technical changes, the company may, from time to time, and without reference to the rules of seniority, as set out in this article VII, hire, transfer, train, and assign duties to technical men or others who, in the opinion of the company, may be qualified to accomplish that purpose. Employees so hired, trained, or assigned to carry out such purpose shall not affect the standing of any employees of longer service on the seniority list.

99. *Exceptional Employees May Be Retained at Time of Lay-Off; Limited to 10 Percent of Particular Seniority Group*

When lay-offs are necessary because of lack of work, the company will apply the principle of seniority within noninterchangeable occupational groups as hereinafter provided except in those particular cases where the employee has exceptional skill essential for the work required.

Notwithstanding the provisions of section (a) above, the company may establish a list of employees in each noninterchangeable occupational group who shall be exempt from such provisions provided that the total number of such exempt employees working in any noninterchangeable occupational group at any specified time shall never exceed ten (10) percent of the total number of employees who comprise the group at such time.

100. *Maximum Number of Specialists Fixed at Specified Number or Percent of Work Force, Whichever is Smaller*

The union recognizes that during re-tooling, slack operations, or other non-routine conditions, it may be necessary for the company to retain out of seniority specially qualified employees for the sake of future or specialized operations, and the union agrees that the company may in such circumstances retain such employees out of seniority provided the number so retained shall at no time exceed the total of four (4) employees plus two (2) percent of the total number of employees then employed, or twenty (20) employees, whichever is the lesser.

101. *Exempted Trainees Not To Exceed Five; Not To Replace Employees With Seniority*

The company shall have the right to exempt from all seniority rules such employees, not exceeding five, as may be temporarily enrolled on hourly paid work for the purpose of training and experience, with a view to other assignments later, provided, however, that the same shall not replace any employee having seniority rating.

102. *Exempted Trainees Not To Exceed 1 Percent of Total Employment*

It is agreed that from time to time the company may designate certain employees as trainees for sales, administrative, office, and executive employees, who are in no way to be affected by this seniority section. Such employees are not to exceed more than one (1) percent of total employment.

103. *Limit of 10 Employees per Department Training for Jobs Outside Bargaining Unit. Maximum of 3 Months' Time on Any One Job*

It is agreed that the company shall have the right to hire or select and place on jobs not more than ten (10) employees in any department without regard

to seniority or line of progression established as set forth in the preceding paragraphs, for advancement because of potential ability, training, knowledge or special qualifications for positions with the company outside of the bargaining unit. Any employee so hired or selected shall not remain on any one job longer than three (3) months. It is agreed that the company shall keep a list of employees selected for this purpose and that immediately upon selection the employee's name shall be placed on such a list and that the names of such persons so selected shall not remain on such program for longer than three (3) years.

104. Maximum of 10 Key Men Given Superseniority Equal to Union Officials

The company may retain a group of key men, covered by this agreement, not to exceed ten (10) in number, who will have seniority rights equal to those superseniority rights accorded to union officials.

NOTE.—A maximum of 10 union officials head the seniority lists of their respective departments during their term of office for the purposes of lay-off and recall.

105. Number of Exempt Trainees Not To Exceed Number of Union Officials With Preferred Seniority

The company shall have the additional right to exempt from all seniority rules such employees as may be temporarily enrolled on hourly paid mill work for the purposes of training and experience with a view to other assignment later; provided that such exemptions shall not exceed in total number the exemptions granted the union in respect to preferred seniority.

106. Designation of Key Employees Subject to Grievance Procedure

The employer shall have the right to designate key employees, not in excess of ten (10) percent or less than one of the total employees in a department, as exempt from the application of seniority in lay-offs, provided that any disagreement with respect to any person so designated shall be settled under the adjustment procedure provided in section —, article —, of this agreement.

107. Joint Designation of Exempt Employees. If No Agreement, Designation by Company Subject to Union Protest Through Grievance Procedure

Whenever the operation of seniority would deprive the company of an exceptional, valuable, or needed employee, whose production and ability is clearly evidenced, the operation of seniority shall be waived with respect to lay-offs or recalls involving the employee in question.

However, the company and the union shall meet jointly for the purpose of obtaining agreement on the employees in question. In the event agreement cannot be reached, the company may invoke this clause subject to the union's right to grieve through the procedure of this contract.

108. Exemption for Specialists Limited to 45 Days. Disputes on Exemptions or Period of Exemption Submitted Directly to Arbitration

In the event that in certain special circumstances the employer claims that the application of the seniority provisions of this agreement will seriously impair production in the departments affected, unless certain employees possessing special knowledge and skills not immediately replaceable by more senior employees are retained, employees having such special knowledge and skills may be retained out of seniority after notification to and consultation with the union, and for a

period of not longer than 45 days. An extension of time for not more than an additional 45 days, where the special circumstances described above continue to require it, may be provided after notification to and consultation with the union.

If the union does not agree to the retention or the period of retention of such employee or employees, then the matter shall be promptly submitted to arbitration. Both parties agree to make every endeavor to commence arbitration within 7 days after the union questions the propriety of the retention, or the continued retention of the employee or employees involved.

109. *Joint Agreement on Exception to Seniority Rules for Exceptional Workers*

Exceptional cases, where special training or special qualifications are concerned, shall be made an exception to the aforesaid seniority rules by agreement between the union and the company.

UNION OFFICERS AND REPRESENTATIVES

110. *Detailed Listing of Union Officials With Top Seniority for Lay-Off. Stewards Have Top Seniority Within Occupation*

Notwithstanding anything that may be contained herein, in the event of a lay-off, the following officials of the union, during their term of office, shall be the last persons to be laid off in the bargaining unit:

1. President
2. Vice President
3. Secretary
4. Treasurer
5. Sixteen executive board members
6. Five trustees
7. Chairman and secretary of the complaint board
8. Members of shop committee
9. Managing editor of shop news
10. Chairman of activities department
11. Chairman of organization department
12. Chairman of election board
13. Chairman and secretary of industrial relations department
14. Chairman of safety and health committee
15. Chairman of welfare department

16. A steward shall have maximum seniority within his occupation (on the basis of 1 steward for each 50 employees or major fraction thereof; it is distinctly understood that wherever the union shall consider such ratio impractical or undesirable, lesser ratios may be established by mutual agreement).

111. *Plant Committeemen Have Top Plant Seniority; Local Union Officers Have Top Department Seniority Next to Plant Committee; Department Chief Stewards Have Top Department Seniority. Chief Stewards Retain Top Seniority for 1 Year After Demotion for Lack of Work*

In order to preserve the continuity of this bargaining program, the company agrees that the department chief stewards shall have the highest seniority rating in their respective departments. The plant committeemen shall have the highest seniority rating in their respective plants, and at the termination of their offices as chief stewards or plant committeemen, they shall resume their normal seniority ratings except in cases covered by section 6 (b). Local union officers, not to exceed eighteen (18) in number for local —, fifteen (15) for local — and

nine (9) for local —, shall be granted seniority rights in their respective departments next to the plant committee, the names to be furnished the personnel department in writing.

Section 6 (b)—Departmental chief stewards, demoted because of lack of work, will retain their seniority status as chief stewards, not to exceed one (1) year from date of demotion. The total number of chief stewards will not exceed the number specified according to article —, section —.

112. *Plant Superseniority for Union Officers; District Superseniority for Stewards. Ability To Do Available Work Prerequisite*

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

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

113. *Top Seniority in Classification for Union Officials in Lay-Off and Recall Only*

Members of the union shop committee, shop committeemen and officers of the local union shall have top seniority in their respective job classifications during their respective terms of office for purposes of lay-off and recall only.

114. *Union Officers Head Department Seniority List; Other Representatives Have Length of Service Doubled. Two Years' Service Requirement*

It is further agreed that the management shall be given written notice of the names and jurisdiction of the officers, committeemen, and stewards of the union and that none of them shall be laid off by the company without consideration of their service rights at a joint conference. Committeemen and stewards of the union while serving as such, and provided service with the company has not been less than 2 years, shall have their length of service multiplied by two. The officers of the union while serving as such and providing service with the company has not been less than 2 years shall head the length of service list in their department.

115. *Superseniority for Union Officials; 5 Years' Seniority Bonus to Stewards*

All union officers, members of the bargaining committee and chief steward not exceeding, however, a total of fifteen (15) will be given top seniority during the term or terms of office. At the end of his term or terms of office, each said employee will revert to his proper place on the seniority list.

All stewards, not exceeding 1 steward for each 50 employees with a maximum of thirty-five (35) stewards, shall have 5 years' seniority added to their regular seniority during their terms of office. At the end of their terms of office they shall revert to their proper place on the seniority list. In the event that a shift or department is discontinued, the steward or stewards of such shift or department shall automatically revert to their proper place on the seniority list.

116. *Four Years' Seniority Bonus to Elected Union Officials and 10 Stewards*

Not more than 10 stewards and all duly elected officials of the union, each of whom shall be an employee of the company, shall, during their respective

terms of office, have 4 years added to their seniority status, as to lay-offs and recalls only, but not as to promotions. The names of said stewards and duly elected officials shall be furnished to the company by the union within thirty (30) days after the execution of this agreement.

117. *Five Years' Service Requirement for Union Officers' Superseniority*

In order to preserve the continuity of this bargaining program the company agrees that employees with five (5) years' seniority, and not to exceed ten (10) in number, who are elected to the following positions with the union (1) shop chairmen, (2) members of the negotiating committee, (3) president of the local lodges, will head the seniority lists of their respective departments during their term of office for the purposes of lay-off and recall.

118. *Union Representatives Retained Despite Technological Displacement If Average in Qualifications. Protection Limited to Term of Office*

Regardless of seniority, officers of the union and union committeemen in any plant in reasonable numbers shall be retained despite displacement resulting from technological change, provided such retained union representatives are of average knowledge, skill, efficiency, and physical fitness.

It is further provided that union officers and committeemen will be retained only during their period of office. If not re-elected, they are subject to technological displacement according to their seniority. If a senior employee is carried on the furlough list and is qualified for the job, he will replace such an officer if not re-elected to office.

119. *Change in Number of Union Representatives With Preferred Seniority Subject to Mutual Consent If Employment Changes Substantially*

It is agreed that a number (not to exceed 100) of the officers, committeemen, and representatives of the union shall be accorded a preferred seniority status, subject to provisions hereinafter stated. In the event the working force increases or decreases substantially from its present level the number of officers, committeemen and representatives of the union who shall have preferred seniority status may be increased or decreased by mutual consent of the parties.

120. *Top Seniority for Union Officials Given Priority Over Special Seniority for Skilled Groups*

There shall be a list of employees who are exempt from the seniority provisions of this contract, but who shall not be exempt from the contract seniority provisions granting top seniority to union officials. This so-called "D" or deferred list shall be composed of employees of exceptional or highly specialized skills and shall be limited to a top seniority, such number to be selected from the job classifications listed as skilled under the "job families" section of this contract — or any employee in labor grade 1, 2, or 3, plus an additional fifteen (15) employees of the — division. The company shall notify the union whenever an employee is added to or removed from the "D" list. Such notification shall include the employee's name, clock number, classification, and a brief statement as to the reason the employee is added or removed from the list. Employees placed on the "D" list shall remain on this list for a period of at least six (6) months unless the specialized nature of their work changes to such an extent that they are no longer using their exceptional or highly specialized skill for which they were placed on the list.

121. *Top Seniority for Union Officials Not Applicable to Bidding or Distribution of Overtime*

Officers of the local union, grievance committeemen and stewards shall have top seniority in their respective departments during their term of office, but this shall not apply in bidding for open jobs or in the distribution of overtime.

SUPERANNUATED, DISABLED, AND LONG-SERVICE EMPLOYEES

122. *Aged or Disabled Workers Transferred Without Loss of Seniority*

Superannuated or disabled employees may be transferred without loss of seniority. The management will notify the shop committee of those employees considered superannuated or disabled.

123. *Special Seniority Status to Disabled Employees or Veterans in Shifts or Transfers But Not in Lay-Off or Rehire*

The union and the company agree that employees who have become handicapped by physical impairment while in the employ of the company or while on leave from company employment for military service in a manner or degree which restricts their opportunities for employment and any other such handicapped veterans hereafter employed shall be given special consideration under the seniority provisions of this article IV in regard to shifts or transfers as jointly determined by the union and the company. Such employees shall, however, be subject to lay-off and rehire in accordance with their seniority.

124. *Joint Agreement on Seniority Exceptions Due to Physical Disability, Family Responsibilities, Other Good Cause. Employee Disabled at Work Transferred Without Regard to Seniority*

Exceptions to the seniority lists, based on physical disability, family responsibilities, or other good cause, shall be agreed upon by the company and the union. Any employee who has been incapacitated at his regular work by injury or compensable occupational disease while employed by the company, may be employed at other work in the plant which he can do without regard to any seniority provisions of this agreement.

125. *Preference on Available Work to Employees With 25 Years' Service*

Special consideration relative to seniority shall be given to employees with more than twenty-five (25) years' continuous service with the company, in accordance with past company practice, insofar as practicable, consistent with efficient operation. Such employees with more than twenty-five (25) years' service who have become unable to handle their regular work will be given preference to such available work as they are able to perform.

126. *Disabled Employees Given 60-Day Rehabilitation Period Without Regard to Seniority*

Employees who have been disabled as a result of injury arising out of the performance of their duties in the course of their employment with the company, may be reinstated for a period of sixty (60) days without regard to seniority for rehabilitation purposes provided they are able to perform their duties. In certain cases where an employee has suffered a permanent disability, such employee shall be carried on a permanent disability list.

TEMPORARY EXCEPTIONS AND MODIFICATIONS BY MUTUAL AGREEMENT

127. *Temporary Exceptions to Seniority Rules Allowed During Special Circumstances*

Temporary lay-offs not to exceed fourteen (14) days due to manufacturing irregularities may be made without consideration of seniority rights. Should an employee not be called within this period, the employee shall report for work on the fifteenth (15th) day, excepting in the event the lay-off is the result of abnormal conditions beyond the control of the company. Should such abnormal conditions result in extended lay-off for employees, the company agrees to negotiate with the union for the purpose of transferring employees as per seniority agreement.

Company seniority shall not apply during a lay-off between models. However, should this lay-off be abnormally long, the company agrees to negotiate with the union for the purpose of transferring employees as per seniority agreement.

At the beginning of work on a new model, unemployed employees will be called back to work into the plant from which they were laid off at the expiration of the previous model except as otherwise determined through negotiations.

Notice of a lay-off will be given employees as far ahead as possible.

128. *Exceptions to Seniority Rules Allowed for Limited Time During Emergencies*

In the event of a loss of power, break-down of machinery, or failure of purchased material to reach the plant, the company shall have an accumulation of 12 hours leeway during which time seniority will not have to be observed. It is further understood that no employee with plant seniority shall be laid off because of such emergency more than one such accumulated period in any 30-day period.

129. *Procedure for Handling Deviation From Seniority Before Permanent Placement of Employee*

Any deviation in the strict application of either seniority will be made a subject of conference between the company and the workmen's committee prior to the permanent placement of an employee in any position. If no agreement is reached, this matter will assume the status of controversy and shall follow the procedure as outlined under Article X—grievance procedure.

130. *Modification of Seniority Rules by Joint Agreement*

The foregoing seniority provisions may be modified by mutual agreement by the company and union representatives in individual cases or an emergency or other unusual circumstances.

Seniority Status in Intraplant Transfers

Where seniority is applied on a strict departmental basis, a transfer from one department to another ordinarily causes a transferred employee to lose his seniority status in his former department and requires him to start as a junior employee in the new department. The effect is to discourage such transfers. In practice, a variety of clauses have been drafted to cover this situation—whether the transfer is to a job in another department or to a job outside the bargaining unit.

An additional problem to be met is the desire of employees to "erect walls" around their department to protect themselves against bumping by longer-service workers transferring into their department.

TRANSFERS WITHIN THE BARGAINING UNIT

Although employees may generally be transferred temporarily from one seniority unit or department in the plant to another without affecting their seniority standing, their status on permanent transfer varies considerably. One of three major patterns is generally followed:

(1) A transferred employee takes his seniority with him into the new department either immediately, or after a certain period of "residence," but he forfeits his rights in his old department;

(2) He retains or accumulates seniority indefinitely in his former department while accruing seniority in the new unit from the date of transfer. Retention of seniority in the old unit acts as a safeguard in the event he is laid off in the new unit, where he would otherwise have a low seniority standing. In case of lay-offs, the transferred employee can exercise seniority rights in his former unit to displace employees there with less department seniority;

(3) He loses his previous department seniority either immediately or after a specified time and starts accumulating seniority in his new unit as of the date of transfer.

A distinction is often made between transfers which are voluntary and those made by management. An employee transferred at the company's initiative usually carries along his accumulated seniority to his new department. This gives the transferred employee maximum protection against lay-off, since he is credited with the total length of service with the company.

An employee transferred at his own request does not usually carry along his accumulated seniority to the new department. He may forfeit seniority in his old unit or retain it. In the latter case, if he does not qualify for the new job or if lay-offs occur in the new department, he may "bump" back to his old department on the basis of his seniority in that department.

Some agreements allow a transferred employee to accumulate seniority in his old department for a specified period, after which he has the option of returning to his old department or remaining on the new job with accumulated seniority. Such choice may be restricted to company-initiated transfers only.

INTERDEPARTMENTAL TRANSFERS

181. No Loss of Seniority in Temporary Transfers

Nothing in this agreement shall prohibit the management from temporarily moving employees from one unit to another or from one job to another because of any emergency that might arise or for temporary expediency or necessity.

No employee shall lose his seniority rights or acquire new seniority rights by such temporary transfers.

132. No Loss of Seniority If Transfer is Less Than 28 Days

Employees temporarily transferring from one department to another will not forfeit seniority in the former, nor will they acquire seniority in the latter, provided the period of transfer is not in excess of 28 days, unless an extension of time has been arranged by the superintendent and the union committee representing the employee involved.

133. No Loss of Seniority for Transfers Under 12 Months

Employees may at any time be transferred for a period not to exceed twelve (12) months from one division to another without loss of seniority in the division from which the employee is transferred. If, during such period, the employee returns to the division from which he was transferred, he shall do so without loss of seniority.

134. Seniority Lost After 90 Days' Residence in New Department

An employee who transfers to another department, forfeits his seniority in the department from which he was transferred after ninety (90) days' service in the other department.

135. Transfer up to 90 Days, No Loss of Seniority; Between 90-180 Days, Seniority Deduction Equal to Length of Transfer; After 180 Days, Seniority Lost in Former Job

Flight engineers authorized by the company to leave the flight engineers section or department for another department within the company at their own request may do so for ninety (90) days without affecting their flight engineer seniority. Flight engineers so leaving for more than ninety (90) days but less than one hundred and eighty (180) days, shall lose seniority equivalent to all the time away from the department or section. Such period or periods shall commence on the day the flight engineer leaves the department and shall continue until the flight engineer returns to the department within the time limits of this paragraph. Prior to the expiration of the leave the flight engineer shall serve written notice to the appropriate flight engineer department head of his intention to return to the department. After such one hundred and eighty (180) days, the flight engineer shall lose all flight engineer seniority.

136. Inter-Unit Transfers Within Same Department; Seniority in Former Unit Transferred to New Unit

If an employee shall, after the date of this agreement, be transferred (by upgrading or otherwise) from one seniority unit to another seniority unit in the same department, or from the seniority unit of laborers to another seniority unit, he shall carry with him to his new seniority unit his accumulated length of service in the seniority unit from which he shall be so transferred and he shall cease to have any length of service in the seniority unit from which he shall be so transferred.

137. Transfers to Maintenance Department: Seniority Accumulation in Former Unit Starts from Date of Transfer in New Unit

Any employee who, prior to the date of this agreement, has been transferred, or who shall thereafter be transferred, from any seniority unit in any yard to the maintenance department at such yard shall continue to accumulate seniority

in the seniority unit from which he was or shall be transferred and his seniority in the maintenance department shall begin from the date of his transfer thereto.

138. *Total Plant Seniority Transferred After Specified Period*

When an employee is transferred from one department to another, such employee shall retain his seniority rights in the department transferred from for a period of 6 months, after which, his total factory service and seniority shall apply in the department to which he has been transferred.

139. *Fifty Percent of Accumulated Plant Seniority Carried Along on Transfer*

Upon transfer to another department within the unit an employee carries 50 percent of accumulated plant seniority, and this with the time served thereafter in the new department will constitute his adjusted seniority in the new department.

140. *Transfer of Seniority in Ratio of 1 Month for Each 3 Months' Service in Former Unit*

An employee temporarily transferred for not more than three (3) months to a new job classification shall remain on his original seniority list while such temporary transfer continues.

An employee transferred to a new job classification other than temporarily shall be added to the seniority list of the new classification on the basis of 1 month of service for each 3 months of service on the seniority list of the classification from which he was transferred.

141. *Seniority Forfeited in Old Department and Transferred to New Department Only After Length of Service in New Department Equals Time Served in Old*

When an employee is transferred (except temporarily) to a different group, he shall be considered a new employee in such new group and in the event of curtailment of work or lay-off he shall be laid off from that group in accordance with his length of service in that group and shall be returned to his old group, provided work is available without displacing a man with greater seniority. Upon return to an old group, time will be credited for the period the employee worked in the new group. When an employee has been transferred to a new group, and when the time worked in the new group equals that which the employee already had credited to him in his last old group, then his entire time worked for the company shall be counted toward his seniority rating in the new group and he shall no longer have seniority in the old group. Employees being upgraded shall have the right of reverting back to their previous jobs within the group in the event of curtailment or lay-offs, providing there is work available without displacing a man with greater seniority. Employees transferring from the common labor group shall not have their time with such group apply or count toward their seniority with the skilled or the semiskilled group to which they are transferred. An employee's time, while working in any of the groups other than the labor group, shall accumulate and be added to his time in the event he is transferred to the labor group.

142. *Original Department Seniority Retained on Transfer; New Department Seniority Accrues from Date of Transfer*

Any employee transferring from one department or main classification to another retains his full continuity of service, his full plant seniority and his full department seniority in the department or main classification from which he

came, but establishes his seniority in the new department or classification as of the day he commences work in the new department or classification. Temporary transfers to another department or classification shall not give the employee seniority in that department or classification.

143. *Seniority in Former Unit Lost After 90 Days; New Department Seniority Dates from Date of Transfer*

Employees will be transferred from one department to another according to the following rules:

At his own or the company's request for a period not to exceed ninety (90) days without losing his seniority status in his own department. If, for any reason, he decides to return to his original department within the ninety (90) day period, he shall be permitted to do so without loss of department seniority. If he remains in the department to which he is transferred, he shall forfeit his seniority in his original department. He shall, however, establish temporary seniority in the new department from his first day there, which shall become his permanent departmental seniority in the event that he elects to remain in the new department.

144. *Seniority in Former Unit Lost After 6 Months Unless Transfer Caused by Reinstatement of Veteran*

An employee who is transferred from seniority group to seniority group shall, for a period of 6 months, retain his seniority in his former seniority group and within that period shall have the right to return to his former job. If within the 6 months' period the said employee does not exercise the right to return to his former job, he shall have no seniority right in his former seniority group and his seniority in the new seniority group shall date from the day of transfer except that an employee transferred as the result of the reinstatement of a veteran shall retain his then seniority in the new seniority group.

145. *Seniority in Former Job Cumulative for 1 Year; Date of Transfer Determines New Job Seniority Status*

Seniority by job classification shall apply to lay-offs, recalls, and preference for shifts. An employee transferred from one job classification to another accumulates seniority in the first job classification for 1 year, and accumulates seniority in the second job classification from the date of the transfer.

146. *Seniority Calculated from Transfer Date Unless Transfer Delayed for Specified Reasons*

The company and the union shall attempt to formulate a mutually acceptable procedure for the filing and consideration of applications for transfer from one department to another. If an employee is transferred from one department to another, his departmental seniority shall begin on the day he enters the new department unless he was withheld from the department for any of the following reasons:

- (1) Vacation
- (2) Sickness or accident not to exceed 30 days
- (3) Delay in filling vacancy
- (4) Impracticability of release from existing position.

In such cases departmental seniority shall date from the day the employee should have entered the department. If after selection, the employee is retained

in his former department at the management's request, the employee shall receive the applicable rate in the new department if it is higher than his existing rate. Employees temporarily assigned to positions until a permanent employee is selected and assumes the job, shall not accrue seniority in that position.

147. *Interdepartmental Transfer Does Not Affect Plant Seniority*

It is understood that the transfer of any employee from one department to another department shall not affect such employee's general or plant seniority as an employee of the employer.

148. *Date of Original Hiring Determines Seniority in Lay-Offs; Date of Transfer in Promotions*

When an employee is transferred to another department, his date of hiring shall determine his seniority in case of lay-offs in that department; and his date of transfer to the department shall apply in case of promotion.

149. *Employee Transferred Because of Disability Carries Former Seniority for Lay-Off and Rehire But Not for Promotion*

An employee transferred from one department or main classification to another because of physical disability retains in the new department or classification his total seniority with regard to lay-off and rehiring, but has no seniority in the new department or classification for promotion.

150. *Employee Option Within 3 Months of Transfer to Accept Permanent Transfer or Returns to Former Job*

An employee temporarily transferred to another subdivision with an agreed line of succession or to another department (except an employee who has been transferred at his own request) and who shall have served therein continuously for 3 months, shall at the end of such 3 months upon notification by the company either accept a permanent transfer to such other subdivision or department with seniority rights dating from the date he entered such other subdivision or department, or return to his old job in the original subdivision or department with full seniority rights including the time spent in the subdivision or department to which he was transferred.

151. *Transfer to Maintenance Department—Employee Option Within 30 Days to Designate Department in Which Total Service Shall Be Credited. In Absence of Notice, Seniority Credited to Maintenance Department*

Any employee in the maintenance department at any yard on the date of this agreement who, prior to the date of this agreement, has been transferred from a seniority unit in any yard to a seniority unit in the maintenance department at such yard shall have the right, within 30 days after the date of this agreement, to elect in which of such units he shall be credited with his total length of service at the yard. If he shall not, within such 30-day period, notify the management of his election in that regard, he shall be deemed to have elected to have such length of service credited to him in the seniority unit to which he is assigned in the maintenance department.

152. *Seniority Status on Upgrading to Skilled Occupation*

When any employees are upgraded from any semiskilled or labor occupation to tool room, machine repair, gear-cutting-machine repair, electrician, carpenter, tool grinder, tool forge, millwright, pipefitter, welder, blacksmith or heat treat fixture maintenance, the company agrees to advance them to the minimum rate

of the classification and to apply their seniority in the manner set forth in the following paragraphs of this section.

An employee upgraded to the skilled occupations mentioned above shall acquire seniority after working in the new occupation for a period of three (3) months, and his seniority shall start from the date he was originally transferred into the skilled occupation.

All employees upgraded or transferred under the above provisions shall retain all seniority they held in their original occupation prior to their being upgraded or transferred. In the event it becomes necessary to transfer any such employees out of the skilled occupation because of reduction in production or for any other reasons, they shall be returned to their original occupations with accumulated seniority.

Employees upgraded to any skilled classification shall be paid the minimum rate for the classification at the time of transfer to the new occupation.

153. *Seniority on Transfer to Lower or Different Class of Work*

An employee promoted from one class of work to another in the same office (in the same division instead of office in plant department and purchasing and stores department) does not lose the class seniority he has acquired in the previous class of work; however, he may not exercise that seniority in the class of work to which he is promoted, but will be placed at the foot of the seniority list in the new class of work. If an employee returns to a class of work in which he previously had seniority, he shall assume in it the seniority he had accrued in such class of work, plus that accumulated in the higher or equal class of work. When an employee moves, other than by force reduction, to an equal or lower class of work in which he did not previously have seniority, he shall assume in his new class of work only the seniority he accumulated in any higher class of work. Seniority heretofore acquired by the operation of sidewise or equal accrual, in localities where such practice prevailed, shall be recognized for the purpose of this section. In localities where testing and regulating forces are composed of two groups, that is, (1) testboard-repeater; (2) automatics, and seniority was so computed, such prevailing practice shall be continued.

COMPANY VERSUS EMPLOYEE-INITIATED TRANSFERS

154. *Seniority Retained on Company-Initiated Transfer; Lost on Voluntary Transfers*

Any employee who voluntarily transfers from one unit to another unit shall have his seniority in the unit to which he transferred from the time he accepts the new position. If a transfer is made at the request of the management the employee will retain his rights in the unit he left.

155. *Seniority Accumulates on Company-Initiated Transfer Unless Employee Elects Within 10 Days to Forfeit Former Unit Seniority. Seniority Lost on Voluntary Transfers; Calculated from Date of Transfer to New Unit*

* * * the following provisions shall apply in respect of transfers of employees within any yard:

(a) If an employee shall be transferred otherwise than at his own request from a seniority unit in one department to a seniority unit in another department, he shall continue to accumulate length of service in the seniority unit from which he shall be so transferred, unless, within 10 days after he shall be notified of such transfer, he shall notify the management in writing of his election to carry with him to his new seniority unit his accumulated length of service in the seniority

unit from which he shall be so transferred, in which case such accumulated length of service shall be so carried over and he shall cease to have any length of service in the seniority unit from which he shall be so transferred ;

(b) If an employee shall, at his own request, be transferred from a seniority unit in one department to a seniority unit in another department, he shall cease to have any length of service in the seniority unit from which he shall be so transferred and his length of service in the seniority unit to which he shall be so transferred shall be computed from the date of such transfer.

156. *Seniority Retained on Company-Initiated Transfers and Accumulates for 3 Months; Lost on Voluntary Transfers*

An employee transferred by the company from one occupation to another occupation shall retain his normal or peak-force status, as the case may be, and his or her seniority in the previous occupation, and such seniority shall continue to accumulate in such occupation for a period of three (3) months. A further extension of the 3-month period may be made with the written consent of the employee and notice to the union, provided no peak or normal-force employee in that occupation is laid off or is working less than full time.

An employee who requests transfer from one occupation to another occupation shall, upon such transfer, lose his or her seniority in the previous occupation, and his or her seniority shall be computed from the effective date of the transfer to the new occupation, and such employee shall be placed on the peak force of his or her occupation.

157. *Seniority Frozen in Old Department on Transfer for Any Reason; Seniority Cumulative in Old Department on Transfer at Company Request*

Effective on the date of this agreement, an employee who transfers to another department within the — plant for any reason shall be credited with any previous seniority service he may have established in that department and accumulate additional seniority service to the extent that he subsequently works in such department. Except as provided in subparagraph (1) below, seniority in the department(s) from which the transfer was made shall be suspended until such time as the employee returns to his former department(s).

(1) If an employee transfers to another department upon the specific request of the company, he shall, during the period of such transfer, continue to accumulate seniority in his former department, provided, however, should he elect to remain in the department to which he was transferred, he shall be credited with seniority in his former department only to the date the transfer was made.

158. *Transfer at Company Request—Former Department Seniority Accrues for 1 Year; Seniority in New Department From Date of Transfer. Voluntary Transfer—Forfeit Former Department Seniority; Credited With 120 Days' Seniority in New Department*

When employees are transferred from one department to another at the request of the company, their seniority in the original department will continue to accumulate up to a maximum of 1 year. On or before the anniversary date of transfer, the employee will be given the choice in writing, with copy to grievance chairman, of staying in the new department or returning to his original department and must in writing, with copy to grievance chairman, signify his desire. If he returns to his original department, his total seniority in that department will be considered as unbroken. If he elects to stay in the new department, his seniority therein will begin as of the day he started work in the new department. Seniority,

insofar as concerns vacation determination, will be considered as from the original date of continuous service.

Employees transferred to another department at their own request forfeit all seniority rights in their original department and shall have seniority of 120 days credited in the new department as of their first day in the new department. This 4 months' seniority credit will not apply in the case of employees with less than 4 months' company service.

159. *Six-Months' Option to Return to Old Department When Transferred by Company; Seniority Forfeited When Transfer Made at Employee's Request*

Employees transferred at the company's request to another job shall have a six (6) months' period in which to decide whether they will remain in the new department or go back to the old department with their previous seniority in the old department still standing. At the end of twenty-five (25) weeks such employees shall be notified as to the date of the completion of the six (6) months' period. Employees transferred to a job in another department at their own request, shall forfeit all seniority in their original department.

160. *Employee-Initiated Transfer—Seniority for Lay-Off and Shift Transfer Related to Average Departmental Seniority of New Department. Total Seniority Restored After 4 Years' Service in New Department*

When an employee, at his request, is transferred to another department, he shall retain his total seniority for all purposes except lay-off or eligibility for transfer to a day shift. In case of lay-off or eligibility for transfer to day shift, his seniority shall be the average departmental seniority of the new department established for the calendar year in which he was transferred, or his own seniority, if it is less than such average, plus his accumulated service in the new department. He will regain his total seniority after four (4) years' service in the new department.

Such a transferred employee may return to his original department within sixty (60) days without loss of seniority. If a reduction in force becomes necessary in the new department before the transferred employee has become qualified to perform the new job, but in no case longer than two (2) years, he will be eligible to return to his old department.

161. *Calculation of New Department Seniority Same for Company- and Employee-Initiated Interdepartmental Transfers. Seniority Accrued in Old Department During Company Transfers*

An employee who is transferred at the request of the company because of skill shall be credited with departmental seniority in the department to which the transfer is made only to the extent of his length of service in the new department. Such employee shall, however, continue to accumulate service for seniority purposes in his resident department.

An employee who is transferred at his own request shall be credited with departmental seniority in the department to which the transfer is made only to the extent of his length of service in the new department.

162. *No Distinction Between Voluntary and Requested Transfers—Seniority Cumulative in Department from which Transferred*

Every employee transferred from one department to another, whether on the initiative of the corporation or at the request of the employee, shall retain seniority rights, in accordance with paragraph 8 above, in the department from

which such employee was transferred when returned to such department, with the same effect as though he had not been transferred therefrom.

NOTE.—Paragraph 8 states, in part, that “departmental seniority rights shall be effective after 3 months’ service in any department and shall govern all cases of recall to work and decrease of the working force of such department.”

163. *No Distinction Between Voluntary and Requested Transfers—Seniority in Old Department Lost After 2 Years’ Service in New Department. No Carry-Over of Seniority*

The right to transfer is a management function, but whether the transfer is requested by the employee or proposed by the management the employee will move into the new department as the youngest man in that department in point of seniority. In case of lay-off in the new department any time within 2 years of transfer, the employee may transfer back to his former department with the same seniority with which he left it provided that returning employee does not displace a qualified employee with greater seniority. After 2 years of service in the new department, the transferred employee shall be regarded as having job service rights only in the new department which is to date from the time of transfer to that department.

TRANSFER, MERGER, OR DISCONTINUANCE OF JOB OR DEPARTMENT

164. *New Department Discontinued—Employee Transferred Returns to Original Department with Full Seniority*

An employee transferred to a new department created by the company, shall upon the closing of the department, have the right to return to the department from which transferred and shall retain the seniority which such employee would have had, had he remained in the original department.

165. *Job Transferred to Another Department—Employee Transferred Carries Along Seniority*

When an employee and his work are both transferred to another department and the employee continued on the work, both his adjusted and department seniority in the department from which he is transferred shall be transferred to the new department.

166. *Machinery Transferred—Seniority in New Department Applies to Particular Machine Only*

In the relocation of machinery, the original crew, if it so desires, may follow the machines in such numbers as may be required in the new location and their seniority in the new department applies to the work on that machine only.

167. *Seniority Lists Merged in Department Mergers*

In case of a merger of two departments, the seniority will also be merged as of their original seniority date.

168. *Departments or Classification Merged, Divided, or Established—Joint Agreement on Seniority of Employees Affected*

When two or more departments or classifications within a department are consolidated or divided, or when new classifications are established within a department, or when new departments are established, management and the

committee of local — shall agree upon seniority applicable to the employees affected.

169. *Department Discontinued—Joint Arrangement for Transfer of Employees Involved*

In the event a department is dissolved, the company's labor relations committee and the union bargaining committee shall meet and arrange for the permanent transfer of all employees involved.

170. *Employees Displaced by Technological Changes Transferred to Other Jobs and Retain Accumulated Plant Seniority*

If an employee, or a group of employees, is displaced because of technological advances, or other major changes in operations, such employee or employees shall be placed in other jobs when there are suitable openings and shall retain their accumulated plant seniority.

TRANSFERS TO AND FROM BARGAINING UNIT

Special transfer clauses also cover employees who are transferred or promoted to jobs (such as supervisory) outside the bargaining unit and who are later returned to production work. Where skill and ability are given considerable weight in determining seniority, demoted supervisors can usually be retained in the event of lay-off, because such employees are for the most part better qualified. But where lay-offs are made on the basis of strict seniority, it becomes necessary to spell out the seniority rights of demoted supervisors.

Such employees may retain or accumulate seniority within the bargaining unit during employment on the new job which they may apply to their old jobs in the event of demotion, or they may lose previously accumulated seniority. Some unions consider it undesirable to permit a promoted employee to accumulate seniority during the period when he occupies a supervisory position so that on his return to the bargaining unit, he can "bump" a worker represented by the union. In some instances, therefore, the foreman is allowed to accumulate seniority in his old job for a limited period only. In contrast, some agreements allow a demoted foreman superseniority rights.

Where there is a combined system of plant, occupational, or departmental seniority, certain restrictions may be imposed upon the demoted supervisor in exercising his seniority in any other than his old department or occupation. In some cases, employees promoted to supervision accumulate plant but not department seniority.

Sometimes, employees promoted or transferred out of the bargaining unit must retain their union membership in order to protect their seniority rights.

Although employees hired directly as foremen have seniority in supervisory positions, they usually have no seniority if demoted to production work within the bargaining unit.

171. *Seniority Cumulative Up to 1 Year After Transfer Outside Bargaining Unit; Seniority Cumulative on Transfer to Supervision*

Employees transferred to another bargaining unit will retain and continue to accumulate seniority in the original bargaining unit up to year after their transfer. If the employee returns to his original bargaining unit within said year, his seniority record will be considered unbroken. If he remains in the other bargaining unit beyond 1 year, his seniority for the purpose of determining vacation rights will be considered as beginning as of the commencement of unbroken service with the company. The employee will be given the opportunity to return to his original occupation within 1 year of transfer. He must signify his choice in writing with copy to grievance chairman.

If an employee is transferred to a supervisory position, the employee will continue to accumulate seniority for all time spent in such a position.

172. *Seniority Accumulates During Transfer Outside Bargaining Unit*

If an employee has been or shall be transferred out of the bargaining unit, he shall continue to accumulate length of service in the seniority unit from which he has been or shall be so transferred.

173. *Maximum 6 Months' Seniority Accrual for Employees Promoted to Supervisors After Specified Date; No Limit on Accrual for Employees Promoted Previously*

Employees promoted to supervisors on or after April 1, 1946 shall carry with them their accumulated seniority as of the date of their promotion and shall be permitted to accrue additional seniority for an additional six (6) months after which no additional seniority shall accrue, and their total seniority shall be the total of that held on the date of the promotion plus the additional accrued in the six (6) months' period immediately following. This clause does not apply to supervisors promoted prior to April 1, 1946, all of whom shall continue to accumulate seniority so long as they hold their supervisory jobs in the shops or departments in which they were promoted.

174. *Seniority Accumulates During Promotion to Supervisor If Union Membership Retained*

Employees promoted to supervisory positions shall continue to accumulate seniority and retain the right to go back into the seniority line-up, provided they retain their union cards. It is understood, however, that the retention of the union card is solely for the purpose of maintaining seniority, and that such foremen or supervisory employees are solely responsible to management.

175. *Seniority Cumulative for Present Supervisors; Frozen for Those Promoted After Specified Date Unless Continue Paying Union Dues*

Should any employee now a foreman, assistant foreman, supervisor or clerk in any particular department be demoted from his respective position for any cause or causes whatsoever, then such demoted person shall be returned to the position or substantially equivalent position that he held prior to his advancement and will have the advantage of his seniority unbroken in the same manner as if he had continued uninterruptedly in that position.

Should any employee be promoted after [date] to a position of foreman, assistant foreman, supervisor or clerk, then the seniority of such employee shall be frozen as of the time of promotion. In cases of demotion, the employee shall

assume his seniority standing as of the time of promotion. Full seniority shall accrue to any said employee who elects to maintain and continue to pay dues while acting in said capacities. It is further understood employees in this category shall be given inactive union status. The union status of demoted foreman, assistant foreman, supervisor or clerk, shall be the same as his union status at the time of promotion.

176. Seniority Frozen on Transfers After Specified Date; Accumulates Up to Specified Date for Transfers Prior to This Date

Any employee hereafter transferred or promoted to a position outside the bargaining unit shall retain his seniority within the bargaining unit as of the date of such transfer, but shall not add to his seniority during the period of time spent outside the bargaining unit. Any employee heretofore transferred or promoted into a position outside the bargaining unit shall have seniority in the bargaining unit and the period of time prior to March 15, 1947, spent in a position outside the bargaining unit, but from on and after March 15, 1947, such employee shall not add to his seniority during the period of time spent outside the bargaining unit.

177. Union Member Promoted to Supervision Accumulates Seniority; Nonmember Loses Seniority in Bargaining Unit

Any employee who has been placed in a supervisory position which excludes him from the bargaining unit, and who has previously been a member of the union, will (if his job is affected in any manner where his duties are not required on the supervisory job) drop back into the bargaining unit in his rightful position according to his seniority.

Any employee who has not been a member of the union and is placed on a supervisory job and his job is affected, will have no claim on any seniority in the bargaining unit.

If at any time the Taft-Hartley bill is changed or repealed which would permit the foremen to fall under jurisdiction of the union, the foremen will be given an opportunity to revert back to the bargaining unit.

178. Seniority Cumulative During Transfer to Nonsupervisory Job Outside Bargaining Unit; Frozen During Transfer to Supervision

When an employee has established seniority and is subsequently transferred or promoted to a nonsupervisory position outside of the bargaining unit, he shall retain and accumulate his seniority so that if he is subsequently demoted or transferred to a position in the bargaining unit he shall have seniority from the date of hire based on the employee's continuous length of company service.

When an employee is promoted to a first line supervisory position, he shall retain his accumulated seniority in the occupational group from which he was transferred, so that if he is subsequently transferred to a position in the bargaining unit he shall assume that seniority status.

179. Plant and Departmental Seniority Retained for Different Periods of Time on Transfer Outside Bargaining Unit

Employees leaving the bargaining unit to accept a job with the company outside of the unit shall retain plant seniority rights for a period of one (1) year, department seniority rights for a period of six (6) months provided they remain in the department, and department seniority rights for ninety (90) days if they leave both the unit and the department.

180. *Company but Not Departmental Seniority Accumulated. Plant Police Force Excluded*

Employees shall accumulate company seniority while occupying supervisory positions, or other positions not covered by this agreement, except plant police, but not departmental seniority. This shall apply retroactively to present supervision or other employees, except plant police not covered by this agreement. Upon demotion to a job covered by this agreement, whether in periods of reduced employment or otherwise, the employee, except for plant policemen, shall be returned to the classification from which he was promoted or transferred with departmental seniority equal to that which he had when promoted or transferred, and with full accumulated company seniority. Plant police employees shall not be transferred to jobs covered by this agreement, nor shall employees covered by this agreement be transferred to the plant police force. Employees temporarily filling supervisory positions or other jobs not covered by this agreement because of illness, vacations, seasonal or temporary expansion programs for a period not to exceed eight (8) weeks unless otherwise extended by mutual agreement of the union and the management shall do so without loss of their departmental seniority.

181. *Supervisory Employee Returns to Former Job "Without Loss of Seniority"*

If an employee is promoted to a supervisory job and later not needed in that position, he shall be reinstated in his former job without loss of seniority.

182. *Seniority Retained for Set Period on Transfer Outside Unit*

An employee who is transferred to a job outside the bargaining unit for a continuous period of 2 years or less will not accumulate seniority while thus engaged, but shall retain his seniority which he had already accrued at the time of such transfer, provided he is returned within such 2-year period to the job from which he was so transferred.

183. *Seniority Frozen on Transfer to Supervision or to Job Outside Bargaining Unit*

Any employee, who, subsequent to the date of this agreement, is transferred out of the bargaining unit to a supervisory position or to an occupation not covered by this agreement and is subsequently transferred back to an occupation which is covered by this agreement, shall be credited with the seniority which said employee had at the time of his transfer out of the bargaining unit.

184. *Distinction Between Promotion to Hourly Rate Supervisors and Salaried Supervisors*

Hourly rate supervisors shall further accumulate seniority while holding supervisory positions, provided they pay union dues. Salaried supervisors shall further accumulate seniority for 1 year from date of promotion while holding supervisory position and shall not be required to pay union dues as a condition, but may pay dues if they so choose.

Seniority rights of hourly paid supervisors accrued prior to a date 10 days after this award (March 18, 1946) shall be retained for the future. The purpose is to prevent break of seniority through lack of knowledge of this new condition. As to salaried supervisors, no action on their part being needed, the new provision can be effective from the date of the award (March 8, 1946). Their seniority rights accrued to that date under former practice will be retained. The new provisions are not intended to take away any seniority rights accrued to date.

185. *No Accumulation of Seniority for Employees Initially Hired Outside Bargaining Unit*

If a seniority employee is transferred to any excluded classification he shall continue to accumulate seniority while working in the excluded classification and if thereafter reclassified, he shall return to work in his former classification (excluding the classification listed in section —), with full accumulated seniority. Persons in excluded classifications who have not previously worked in the plant shall carry no seniority if and when they are transferred to a classification covered by this agreement. Seniority employees transferred to excluded classifications shall have the opportunity to return to an occupation covered by this agreement on the basis of their seniority if their services are no longer required in the excluded classification. It is understood that supervisors will not be demoted to jobs covered by this agreement during periods of temporary lay-offs, i. e., lay-offs of less than four (4) weeks.

SENIORITY STATUS OF FOREMEN ON RETURN TO BARGAINING UNIT

186. *Foremen Exempt from Seniority for 1 Year After Demotion for Lack of Work. Seniority Cumulative*

Foremen demoted because of lack of work will be retained or recalled without regard to seniority for the number of months they have been a foreman and not to exceed one (1) year from date of demotion, and will be given their accumulated seniority.

187. *Foremen With 3 Years' Service Have Top Seniority in Division on Demotion to Production Work. Lesser Service Foremen Credited With Company Seniority. Seniority Preference Holds for 15 Months After Transfer*

Employees who are not covered by this agreement who are classified as supervisory employees or management employees and who are transferred to jobs covered by this agreement because of temporary lack of need for their services in their regular jobs, shall have seniority over all employees in their respective divisions, provided such employees have a length of service with the company of three (3) years or more. Such employees with length of service of less than three (3) years with the company shall have seniority in the group to which they are transferred based upon their company length of service. Such seniority preference shall exist for fifteen (15) months after transfer of the employee to production. At such time the seniority of the employee will be determined in the group in which he is working in accordance with the normal seniority rules based upon the employee's company length of service. The number of such management employees having seniority preference shall not exceed in number, the number of supervisory employees employed by the company on July 1, 1942.

188. *Foremen Considered New Employee for 6 Months After Return to Bargaining Unit and Then Credited With Previous Seniority in Unit*

Any employee in the bargaining unit promoted to a supervisory classification shall retain full seniority rights for a period of thirty (30) days. If an employee promoted to the supervisory classification returns to production or maintenance classification, his seniority rating shall commence as of the date of his assignment to such classification for a period of six (6) months after

which period he shall receive credit for all seniority earned during his or her service as an employee performing maintenance or production jobs. No credit for seniority shall be allowed for any period of time spent in classifications exempt from the bargaining unit.

189. Demoted Foreman Placed in Available Job With Accumulated Plant Seniority. No Bumping Allowed. Must Rejoin Union if Former Union Member

Any foreman or other supervisory employee who shall cease to be such due to a reduction in working forces shall thereupon have the privilege of returning to the status of employee within the unit provided for in this agreement, with full plant seniority from date of hiring by the company. Upon any such transfer, notwithstanding any other provisions of this agreement, any such foreman or supervisory employee shall not "bump-off" any employee in the unit represented by the union, but shall be placed in any available position (either in filling a vacancy or an additional job created for the purpose) to which the company feels he is suited. In the event the job is created for the purpose, it may be so filled without the necessity of bidding. If the job shall result from a vacancy, however, it shall be bid first on a departmental basis, and the foreman or supervisor shall be eligible for the job on the basis of plant seniority if it has not been filled from within the department. Any such foreman or supervisor who was a member of the union and subject to the check-off at the time he became a foreman or supervisor must, upon reinstatement to the unit, as above provided, rejoin the union. The company shall notify the union of any action which it may take under this section.

190. Demoted Foreman Restored to Former Job Provided No Employee Displaced or Wage Cut. Accumulated Seniority Not Applicable Within First 9 Months

In the case of foremen or supervisors or other salaried personnel who came up through jobs now included in the bargaining unit, they may be restored to their former occupational group in the bargaining unit on any job therein which the company deems them competent to perform, and their seniority shall be measured thereafter by their length of service with the company. Such seniority, however, may not be asserted during the first nine (9) months of employment in the new occupational group.

It is understood that when a foreman is thus restored to a job, no employee currently classified to that job will suffer displacement or rate reduction by reason of assignment of the foreman to such job classification. In all cases where foremen are restored to jobs in the bargaining unit, they will, where applicable, be requested to restore themselves to the same status of union membership they had at the time they were promoted and left the bargaining unit.

191. Seniority Status on Return to Bargaining Unit and Union Membership Varies With Time of Return

Any employee who has been promoted to a supervisory position, or temporarily assigned to such a position, or to some other position which is outside this bargaining unit at this plant or at any of the three plants of [employer] in [city] shall be governed by the following rules with respect to any subsequent return to his bargaining unit:

Time of return	Reason for return	Job to which employee returns	Employee's departmental seniority upon return
1. After not more than 26 full weeks (consecutive or intermittent) in such a position or positions within any one contract year.	Employee's request or company's desire.	Job from which assigned or promoted.	Full departmental seniority.
2. After more than 26 full weeks (consecutive or intermittent) in such a position or positions within any one contract year.	Agreement between company and employee.	General help.....	Do.
3. After more than 12 consecutive months in such a position or positions.	-----do-----	-----do-----	Seniority from the date of return.

An employee shall remain a member of the union so long as he is in the status covered by item 1 above and therefore retains the right to return to the job from which he was assigned or promoted, but during such period the union shall not file any grievance in his behalf nor take part in the processing of any grievance which any such employee may personally present to the company. Upon entering the status covered by items 2 and 3 above, and, therefore, no longer entitled to return to the job from which he was transferred or promoted, an employee shall immediately withdraw from membership in the union; provided, however, that if the company, with the consent of the employee involved, shall at any time while the employee's status is covered by item 1 above notify the union that said employee waives his right to return to his former job, he shall immediately upon the giving of such notice withdraw from membership in the union.

It is understood that the company does not hereby recognize the union as the bargaining agent for supervisory employees or any other employees who are excluded from the union's bargaining units under the provisions of section II of this agreement [union membership].

Seniority Status in Interplant Transfers or Mergers

If a company operates more than one plant, the seniority status of employees transferred from one plant to another may be outlined in detail. The problem becomes complicated if employees at the different plants are represented by different unions and/or are covered by different agreements. A union may be reluctant to agree to a provision whereby an employee who has spent most of his time at a plant represented by another union can "bump" a member of the union at the home plant. The question of interunion reciprocity would also arise in such a situation. Even where an agreement is company-wide in character, the problem exists because the employees at a given plant may wish to protect themselves against transferees with accumulated seniority from other plants in much the same fashion as employees within a department seek to erect a wall around their department.

If the transfer is temporary, the employee may continue to retain or accumulate seniority in his home plant. In permanent transfers, he may carry his seniority with him to the new plant.

The seniority rights of employees in plant mergers, or when a plant is acquired by another company having its own labor force, are some-

times covered by agreements. Generally, the seniority rosters are merged and seniority is calculated from the time of first employment with either of the companies. Sometimes employees of the merged or acquired company are rehired by the new company on the basis of their seniority in the old company.

192. *Employee Transferred to Given Plant Exercises Company Seniority With Mutual Agreement of Local Union and Company*

An employee of any other plant of the company who is not employed at the — plant on the effective date of this agreement, but who is thereafter transferred to the — plant, may exercise his company seniority upon the mutual agreement of the executive board of the local union and the company.

NOTE.—This agreement covers several plants of a company in different States.

193. *Transfers to and from Plant Under Agreement—Seniority Status Differentiated*

The transfer of an employe to — works from any other property of the company, or any of its affiliates, will not be permitted to affect unfairly the plant or departmental seniority or any employe at — works, due consideration being given to insure fair treatment to the employe transferred, as agreed upon with the committee of local — prior to the placement of such employe.

If any employe is temporarily transferred from — to any other property of the company or any of its affiliates, he shall continue to accumulate seniority in the department in which he was employed at — works at the time of transfer, and upon his return to — works will be reinstated in the department and classification to which his seniority would have entitled him had he remained at — works.

194. *Transfers from Other Plants: Employees Put at Bottom of Seniority List; Company-Wide Seniority Governs Employees Affected*

Employees transferred from other operations of the company shall be placed at the bottom of the plants' seniority lists, and their seniority over each other shall be determined by the number of years in the employ of the company, it being mutually agreed that this section may be amended by agreement between the company and the union.

195. *Interplant Employee Transfers and Interplant Job or Department Transfers Differentiated for Purpose of Seniority*

An employee who is transferred either by the corporation or at his own request from one plant to another plant of the corporation, shall retain his seniority in the plant from which he was transferred for a period of twelve (12) months from the date he last worked in the plant and shall start as a new employee in the other plant, except as provided in paragraph 12 [below] referring to the transfer of operations or departments from one plant to another plant of the corporation.

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

NOTE.—This agreement is company-wide.

196. *Accumulated Seniority Transferred With Employee to Another Plant in Event of Geographical Relocation*

In the event of the geographical relocation in whole or in part of any of the work performed by any of the employees covered by this agreement, the employee affected, after due consideration for the seniority rights of the employees at the new location, may be transferred at company expense to the new location and given full credit for their accumulated classification seniority at the point to which the work is transferred in whole or in part.

197. *Seniority Protection in Transfers Since Certain Date*

The length of service in a seniority unit of any employee who has since May 1, 1940, been transferred by the company from one yard to another yard or to the yard of [company], or to the yard of [company], and of any employee who has at any time been transferred or promoted to a position at the yard outside of the bargaining unit, and who shall be transferred back into the bargaining unit or to the yard from which he was so transferred, shall be computed from the date on which he first began work at the yard as an employee of the company or any predecessor to the company in the operation of the yard.

198. *Mergers: Union-Management Negotiations To Protect Seniority Rights*

It is further understood and agreed that all provisions of this agreement shall be binding upon the successors or assigns of the company. In case of a consolidation or merger, representatives of the company and union will meet without delay and negotiate for proper provisions for the protection of employee seniority and other property rights.

199. *Mergers: Appropriate Union or Unions Determine Seniority of Employees Absorbed or Affected*

In the event that the employer absorbs the business of another private, contract, or common carrier, or is a party to a merger of lines, the seniority of the employees absorbed or affected thereby shall be determined by the union or unions having jurisdiction over these employees.

200. *Mergers: Seniority Held in Both Companies*

Operators working for a bus company which is acquired by this company will retain the seniority acquired on the lines of such company and will have general seniority on the lines of this company as of the date of acquisition. Likewise operators of this company will have seniority on the lines of the new company as of the date of acquisition but cannot displace employees previously working for the new company so long as they continue to work on such lines. Should the employees exercise their general seniority, they will lose their exclusive seniority on the company acquired.

201. *Mergers: Employees of Company Absorbed Put at Bottom of Seniority List*

In the event that one company is absorbed by another, the employees of this company may transfer to the company taking the contract, and be placed at the bottom of the seniority list of that company, with first preference for all work done for this former employer. The rate of pay shall not be less with the new employer than the employee has been receiving from his old employer. If the minimum wage, hours, and working conditions of the company absorbed differ from those minimums set forth in this agreement, the higher of the two shall remain in force. All other provisions of this contract shall remain in force.

202. *Lay-Offs Resulting From Acquisition of Other Lines Determined by Negotiation*

Operators already employed on a bus line acquired by the company will retain seniority rights acquired on such line or lines upon which they are already employed, and in addition shall acquire seniority rights on the lines of the company as of the date of acquisition. Operators employed on the lines of this company as of the date of acquisition of another line will retain all their seniority rights on the company and, in addition, will acquire seniority on the acquired lines as of the date of acquisition. Operators affected thereby will carry seniority dates showing their rank on each line. Operators acquiring seniority on other lines shall rank among themselves in accordance with their respective ratings held before such additional lines were acquired.

It is understood and agreed that in the event the acquisition of such lines would result in loss of work to operators covered by this agreement, the equity of operators acquired and operators of this company in such loss of work or any additional work resulting from such acquisition shall be determined by negotiations as provided for in the agreement.

203. *Acquisition of New Properties—Joint Determination of Seniority of Employees of New Property*

It is understood that the company may at some time acquire an operating property from another company on the understanding that the employees then employed on such property will be continued as employees of the company. It is agreed that if this shall occur, positions held by such employees will not be regarded as vacancies or new positions for the purposes of this article, and that such employees may be retained in such positions. It is further agreed that the company and the union shall confer for the purposes of determining the seniority rights to be granted to such employees.

Retention and Loss of Seniority

Since management's obligation to rehire and employees' seniority benefits are based generally on length of service, agreements almost always define what constitutes a break in continuous service.

An employee generally loses his seniority if he is discharged for cause, if he quits, is absent without authorization or an acceptable excuse, or is laid off for a prolonged period. Seniority may also be lost if the employee works at another job during an employee-requested leave of absence, does not report within a stated time after being recalled to work, or fails to inform the company of his availability for work or of his current address. Employees absent from work for legitimate cause or for reasons beyond their control—such as illness or injury, personal leave or leave for union business, or military service—usually retain or accumulate seniority during such absence.²

Some agreements permit an employee who is laid off to retain seniority for a stated period after the lay-off occurs. This lay-off period is the same for all workers regardless of their seniority. Other

² See Bulletin 908-6, *Leave of Absence ; Military Service Leave*.

agreements give added protection to senior employees by gearing the period of lay-off to length of service. A 5-year man, for example, may retain seniority during lay-off up to 2 years, whereas a worker with less seniority retains seniority during lay-off only up to 1 year and then loses it. Others preserve an employee's seniority indefinitely after lay-off provided, in some instances, the employee continues to give notice of his desire to retain seniority and be considered for re-employment. In the latter case, retention of seniority during lay-off would tend to assure employees of consideration for reemployment when business picks up. Exceptions to this lay-off period may be made in cases of serious depression.

In some agreements, employees continue to accrue seniority during lay-offs or leave of absence; in others, seniority is frozen as of the time the lay-off starts. The practical effect is the same in either case since, if the entire plant shuts down, the relative seniority standing of all men will remain the same, whether seniority is retained or accrued. But where both plant and departmental seniority are recognized, or where only a few departments close temporarily, minor differences may exist in the relative standing, depending on whether seniority was accrued or retained during lay-off.

Employees rehired after having lost their seniority are generally considered as new employees with no credit for their previous service. Employees rehired after a lay-off of specified duration may be required to pass a probationary period, but, if successful, receive credit for their former service.

GENERAL CLAUSES ON SENIORITY RETENTION AND LOSS

204. *List of Reasons for Loss of Seniority*

Seniority shall be deemed broken :

- (1) When an employee voluntarily terminates his employment.
- (2) When an employee is discharged for cause and not reinstated.
- (3) When an employee is absent five working days without reporting cause of absence to employer.
- (4) Seniority shall be maintained and accumulated for a period of 2 years from date of lay-off. At the expiration of said 2 years such seniority shall be deemed terminated.
- (5) Failure of laid off employee to report for work within five working days after mailing of notice to report.
- (6) Failure to return to work within five working days upon completion of leave of absence.

205. *Seniority Lost if Employee Works at Other Job During Lay-Off or if Lay-Off Exceeds 60 Days*

An employee shall cease to have seniority and his employment with the company shall be considered terminated for all purposes when :

- (1) He voluntarily leaves the company's employ.
- (2) He is discharged for just cause.

(3) Having been laid off for lack of work, he fails to report within a period of 48 hours after being recalled by post card mailed to last known address as shown on the company's records, unless such failure to do so is due to circumstances beyond his control.

(4) He fails to report for work at the termination of a leave of absence or furlough, unless such failure is due to circumstances beyond his control.

(5) He is dismissed or laid off for inefficiency.

(6) He works at another job for another company while on leave of absence.

(7) He is laid off for a period exceeding sixty (60) days.

206. *Seniority Lost on Failure To Notify Company of Availability After 15-Month Lay-Off and Each 90 Days Thereafter*

When an employee has been laid off for 15 months it will be his responsibility to notify the company that he still desires to go back to work, and shall so notify the company at 90-day intervals thereafter. Failing to so notify the company as stated above, he shall be removed from the seniority lists.

207. *Seniority Lost Upon Failure To Inform Company of Availability for Work and Current Address*

Seniority shall automatically terminate when:

(1) An employee quits.

(2) An employee is discharged for cause.

(3) An employee fails to report for work within three (3) days, when recalled to work, unless satisfactory explanation is made to and is accepted by the company.

(4) An employee, who has been laid off, fails to report to the company by registered letter at least every thirty (30) days advising that he is available for work and to keep the company informed as to his current address.

208. *Limited Seniority Accrual During Specified Absences, Including Lay-Off*

An employee shall continue to accrue full seniority while on force-reduction furlough and for periods of absences on account of illness or accident disability for a period not to exceed 2 years. An employee shall continue to accrue full seniority while on reduced time, military furlough, union furlough and voluntary furlough, but in the latter case, accrual of seniority shall be limited to not in excess of 3 months in any 12 consecutive months. An employee shall continue to accrue seniority on maternity furlough for a period not to exceed 1 year. Employees working in a subordinate class of work as a result of force reduction shall continue to accrue seniority in the higher class of work. The accrual of seniority in the higher class of work, while in the subordinate class on account of force reduction, shall cease at the expiration of 30 days from the date of recall if the employee rejects such recall to the higher class of work. Seniority shall be broken by any break in company service. An employee shall accrue full seniority while on part-time for a period not to exceed 3 months in any 12 consecutive months. Thereafter seniority shall be computed in proportion to time worked.

209. *Specified Absences Credited to Continued Service; No Accumulation During Lay-Off*

The following absences from work shall not constitute a break of continuous service and such absence shall be credited to the employee's continuous service as defined herein provided, that in the event the employee would have normally been laid off due to lack of work during any period of absence specified in sub-

paragraphs (a), (b), (c), and (d) hereof, seniority shall be credited to such employee only to the date on which he would have been laid off if he had remained at work.

(a) Compensable accidents under the Workmen's Compensation Law.

(b) Time spent on approved vacations under the recognized vacation-with-pay program.

(c) Approved leave of absence.

(d) Absence due to nonoccupational accidents or sickness, including pregnancy, shall be credited to the employee's service for a maximum period of 1 year. Absence beyond 1 year shall not constitute a break in continuous service but such absence shall not be credited to the employee's continuous service. Any question arising as to an employee's claim for the necessity for such absence shall be resolved by the attending physician and the company physician.

(e) When an employee who has acquired seniority service is laid off due to lack of work and he is reemployed within one (1) year from the date of lay-off, he shall be credited with the period of continuous service acquired prior to the lay-off.

210. Seniority Not Affected by Break in Service if Employee Not Responsible for Break

The years of continuous and uninterrupted employment provided herein shall mean the total consecutive and uninterrupted years of service with any—newspaper provided dismissal pay has not previously been paid, and provided that breaks in service on the [newspaper] and break in service of not more than 6 months with any—newspaper, when occasioned by a discharge for reasons for which the employee was not responsible, shall not be regarded as an interruption in service.

211. No Seniority Accumulation During Period of Unemployment. Seniority Already Accrued Is Not Lost Unless the Period of Absence Exceeds 1 Year

In case of a permanent lay-off by the company a regular employee will receive 1 week's pay at the current basic wages for each full year of continuous service * * *. An employee who has been laid off or on a leave of absence for a period of less than 1 year will have no lapse of service except the actual time off.

212. Seniority Accumulates During Some Absences, Is Retained During Others

Any provisions in this agreement to the contrary notwithstanding,

(a) An employee's seniority shall not accumulate during personal leaves of absence or during lay-off periods; except that each employee shall be entitled to personal leaves of absence totaling not more than six (6) days during any 1 year of service without suffering any loss of seniority thereby.

(b) An employee's seniority shall continue to accumulate:

1. During his absence in military service.
2. During his absence due to sickness or disability, provided the employee gives due notice to the company and where requested provides the company with a doctor's certificate giving a reason for absence acceptable to the company.
3. During permitted leaves of absence to engage in union activities which will take him away from his employment. Upon request in writing, the company shall grant such leaves of absence for periods not to exceed 1 year.

213. Seniority Lost After 2 Years' Absence for Any Reason Except Sickness or Injury

An employee's seniority shall terminate: * * *

After an employee has been off from work for any reason for a continuous period of two (2) years or more except for reason of sickness or injury.

214. Deduction for Leave Exceeding 30 Days in Calendar Year or Sickness Exceeding 60 Continuous Days, Except Compensable Injuries

Seniority shall not accumulate under any of the following conditions:

(a) Time lost in excess of 30 days in any calendar year on leaves of absence.

(b) Time lost in excess of 60 continuous calendar days thru illness or injury except in case of—compensable injury.

215. Absence of More Than 6 Months Due to Sickness Deducted from Length of Service Except in Compensation Cases

If an employee shall be unable to work because of sickness or bodily injury and shall present to the company satisfactory proof of the facts to that effect, then his length of continuous service shall not be broken but the excess of his period of absence over 6 months shall not be included as a part of his length of continuous service; provided, however, that an employee who shall be injured while on duty shall accumulate credit for continuous service until the termination of the period for which workmen's compensation shall be payable to him.

216. Absence Due to Illness: Seniority Lost After 2 Years' Absence If Employee Has Less Than 3 Years' Service and Seniority Deducted After 2 Years' Absence If He Has Over 3 Years' Service

In case of extended sickness of an employee with less than 3 years' service, all time over 6 months' absence will be deducted from his seniority date and he will be permitted a maximum of 2 years before his seniority is definitely broken.' For employees with service of 3 years and over, all time over 2 years' absence will be deducted from his seniority date.

217. Seniority Accumulates During Leave for Holding Union Office

The employer hereby agrees to grant leaves of absence for periods of not more than 1 year during which period seniority shall accumulate to any employee who is a business agent of the union.

218. Seniority Status Retained During Union Leave

Full seniority status shall be retained by employees while acting as full-time officers of the union, appointed officers and supervisors of the company.

219. Marriage No Cause for Loss of Seniority

Female employees who marry during the life of this agreement shall not suffer loss of employment on such account, and shall retain their seniority standing.

220. Seniority Not Lost if Employee Retired on Company Retirement Plan

Any employee who is retired as the result of any retirement plan of the company shall retain his seniority.

221. Deduction from Seniority for Disciplinary Lay-Offs Exceeding 7 Days

Seniority credit may be reduced by working time lost because of a disciplinary lay-off of more than seven (7) days.

222. *No Loss of Seniority if Rehired Within 15 Days of Quit or Discharge*

For the purpose of this agreement the term "continuous service" shall be the same as seniority.

An employee shall break his seniority—

If the employee quits or is discharged for cause, except when rehired within fifteen (15) days, and provided that in cases going to arbitration, the employee shall not break his seniority if decision is given beyond fifteen (15) days.

* * *

223. *Restoration of Seniority by Joint Union-Company Agreement*

The seniority of an employee that has been lost under the provisions of this section may be restored in whole or in part, by mutual agreement between the company and the union.

224. *Union Members Vote on Restoration of Seniority After Union Leave or Official Job With Company*

Any employee accepting any official position with the employer or any position with the union or the * * * union and State Federation of Labor will not forfeit his or her seniority, provided that upon his application to return to his former position with the company, his original seniority be voted upon and ratified by membership of his local union.

225. *Rehired Employee Same as New Employee*

Any employee who has lost his seniority who is later rehired shall be deemed a new employee within the meaning of this agreement.

SENIORITY STATUS ON LAY-OFF**226. *Seniority Accumulates for First 90 Days of Lay-Off; Retained up to 12 Months; Lost Thereafter***

When employees who have been laid off for reasons beyond their control, are later reemployed within the next twelve (12) months, their seniority rights shall be restored. All time out of service in excess of ninety (90) consecutive days shall be deducted from their years of service. Upon refusal to return to work after due notice by the company, all seniority rights shall be forfeited.

227. *Seniority Accumulates 6 Months After Lay-Off; Retained for 3 Years; Lost Thereafter*

Continuity of service and the employment relationship shall be broken and terminated when— * * *

* * * an employee is absent for three (3) or more years for any reasons other than sickness, injury, or authorized leave of absence.

Employees laid off and recalled within six (6) months shall not lose any seniority. Employees laid off and not recalled within six (6) months shall not accumulate seniority during their lay-off, but shall have the seniority they earned prior to their lay-off.

228. *Seniority Cumulative If Rehired Within 180 Days After Lay-Off; Seniority Frozen as of Date of Lay-Off If Rehired After 180 Days*

When any person who had formerly worked for the company and had completed at least six (6) months' continuous and satisfactory service, and who, without fault on his part, had been laid off, and was or is thereafter rehired by

the company within a period of one hundred and eighty (180) days, he shall be restored as of the date of his reemployment to the seniority status with the company he would have had if he had not been laid off. When such former employees are reemployed after being laid off through no fault of their own and having remained out of the company service in excess of one hundred and eighty (180) days, their length of service on the date of reemployment shall be deemed to be the same as it was on the date they left the service of the company. Provided, that this section 6 shall apply only to employees who are reemployed after the effective date of this agreement. The entering service date for the purpose of determining seniority of present employees will be the same as that established under the labor agreement of April —.

229. Seniority Cumulates for 1 Year After Lay-Off; Seniority Retained but Not Accumulated for Additional Year, Upon Employee Request

Any employee laid off due to lack of work shall be carried on the records of the company for a period of 1 year. If not called to report for work by the company during such 1-year period, the employee may, within 30 days before the expiration of such 1-year period, report to the company for work and failing to be put to work, may register in a book kept for such purpose, thereby causing him to be carried on the records of the company for an additional year starting from the expiration of the first year, but without the cumulation of seniority during such second year.

230. Seniority Accumulates for 2 Years After Lay-Off, Terminates Thereafter

Seniority shall be maintained and accumulated for a period of 2 years from the date of lay-off. At the expiration of 2-year period, seniority shall be deemed terminated.

231. Seniority Lost After 6- or 12-Months' Lay-Off, Depending on Date of Lay-Off

An employee shall lose his seniority for the following reasons:

An employee laid off on or before January 17, 1947 who is laid off for six (6) consecutive months.

An employee laid off on or after January 18, 1947 who is laid off for twelve (12) consecutive months, except that such employee may retain his seniority date for one (1) additional year by making application in person to the employer's industrial relations department during the twelfth month of the first year of his lay-off.

NOTE: The date specified is about 2 weeks prior to the effective date of this agreement.

232. Lay-Off Period Before Seniority Broken Extended in Case of Depression

Twelve (12) consecutive months of unemployment or voluntary quit or rightful discharge breaks seniority, except in case of a serious depression lasting more than twelve (12) months, in which case the company will recall employees laid off more than twelve (12) months according to their seniority.

In the event there be additional work in other departments the employee having seniority on the laid off list shall be given the work, providing he is able and willing to do the work in the opinion of the management and the business committee after he has been given a fair trial.

233. *No Loss of Seniority After 1-Year Lay-Off If 25 Percent of Employees Laid Off More Than 1 Year*

During an indefinite lay-off of not more than one (1) year, seniority shall accumulate. However, if such lay-off exceeds one (1) year, employees so laid off will be dropped from employment records. If twenty-five (25) percent of our present hourly personnel are laid off for more than one (1) year, this provision will not apply.

RETENTION OR CUMULATION ON LAY-OFF GEARED TO LENGTH OF SERVICE

234. *More Than 1 Year's Service, Seniority Cumulative for 1 Year After Lay-Off; Less Than 1 Year's Service, Seniority Retained for Period Equal to Length of Service*

Employees who have accumulated twelve (12) months' seniority and who are subsequently laid off shall continue to accumulate seniority for a period not to exceed one (1) year, provided they report to the personnel department within thirty-six (36) hours after being notified individually, by registered mail or telegram at their last home address known to the company. Employees having less than one (1) year's service but more than thirty (30) days' service and who are subsequently laid off, shall retain their seniority accumulated up to the time of the lay-off for a period of time equal to the length of their employment. Employees shall be rehired after a lay-off in the reverse order of their lay-off so far as it is practicable consistent with operations.

235. *Seniority Lost After 12-Months' Lay-Off If Less Than 1 Year's Seniority, or After 24 Months' Lay-Off If More Than 1 Year's Seniority*

An employee shall lose his seniority rights when :

Because of lack of work he has been laid off continuously for more than twelve (12) months, if he has less than one (1) year's seniority; or for more than twenty-four (24) months, if he has one (1) or more year's seniority.

236. *After 4 Year's Service, Seniority Retained Indefinitely After Lay-Off; If Less Than 4 Years' Service, Retained for Period Equal to Length of Service. Periodic Reporting to Company Necessary*

Employees with less than 4 years' seniority who are laid off through no fault of their own, shall retain their seniority for a period equal to the term they have served in full months, provided they report to the employment office of the company prepared to resume employment during the last fifteen (15) days of March, June, September, and December. Such reports may be made in person or in writing and in either case the company will provide the employee with a receipt.

Employees with more than 4 years' seniority at the time of their lay-off shall retain their seniority if they report to the employment office of the company during the last fifteen (15) days of March, June, September, and December after 6 months from the date of their lay-off. Such report may be made in person or in writing and in either case the company will provide the employee with a receipt.

237. *Seniority Accumulates After Lay-Off for Period Equal to Length of Service Up to 6 Months' Maximum*

Seniority rights of a laid-off employee will continue to accumulate just as if the employee were employed for a period equal to his actual length of service but not in excess of 6 months of the lay-off.

238. *Seniority Lost After 12 Months' Lay-Off or Period Equal to Accumulated Seniority, Whichever is Greater*

Employees shall lose their seniority only if: * * *

Laid off for twelve (12) consecutive months. However, if the employee's seniority exceeds twelve (12) months, he shall not lose his seniority unless he is laid off for a continuous period equal to the seniority he had accumulated at the time of such lay-off period.

239. *Seniority Lost After Lay-Off Equal to Seniority; 1 Year Minimum Period, 5 Years Maximum*

An employee shall lose his seniority rights for the following reasons:

(a) If he shall quit.

(b) If he shall have been discharged for a just cause.

(c) If an employee has been unemployed by the company he shall lose his seniority when the time he is unemployed equals his seniority, except that in no case shall the period be less than one (1) year nor more than five (5) years.

240. *Seniority Lost After Lay-Off Equal to Length of Service or 3 Years, Whichever is Less*

Seniority rights shall cease upon: * * *

Absence for a length of time equivalent to the employee's length of service with the company or for three (3) years, whichever is less. Cases of prolonged illness will be taken up on their merits as special cases.

241. *Seniority Retained After Lay-Off for 1 Year or Half of Accumulated Seniority, Whichever is Greater*

Seniority in case of a lay-off shall be retained for a period of one (1) year, or for one-half ($\frac{1}{2}$) of the established seniority, whichever is greater.

242. *Preferential Rehiring to Employees Losing Seniority After Lay-Off. Seniority Loss Following Lay-Off Geared to Length of Service*

Employees who have been laid off for more than twelve (12) months will lose their seniority excepting those who had five (5) or more years' seniority on August 22, 1945. The latter will lose their seniority when they have been laid off for a period of twenty-four (24) months.

Employees who have lost their seniority by a lay-off * * * shall be placed on a preferential list for a period of twelve (12) months in accordance with the seniority they had previous to the lay-off and will be rehired before new employees in their occupation.

Those on the preferential list must report at once in person or by wire when called, in order to retain their position on the preferential list. Those who do not report within three (3) days will be dropped.

Special Preference Based on Seniority

Special preferences based on length of service are sometimes granted to employees in regard to choice of vacation time, choice of shifts, and working hours, preference for overtime work, and preference in job assignments of various types.

243. *Timing of Vacation*

Vacations shall be granted at such times as the employer finds most suitable, considering both the wishes of the employees and the efficient operation of the

plant, and preference as to the time of taking vacations shall be given to employees of longest service in the department or plant, as established by the seniority list furnished the chairman of the grievance committee by the employer.

244. Preference of Shifts When Multishift Operation Started

In case the work of the shop requires more than one (1) shift, senior employees shall have the right of preference of shifts, and regular hours shall be established by agreement between the company and the union.

245. Preference for Vacancies on Day Shift

In departments where more than one shift is operating the more senior employees in their respective classification shall be given preference to assignment to the day shift when a vacancy exists on the day shift. No new employees shall be hired on the day shift until the more senior employees on the night shift have had an opportunity to transfer to the day shift.

246. Preference for Saturday Work

Employees working on the job shall receive the overtime over the eight (8) hours. Saturday work shall go to the oldest employee in his department in point of service, if said employee is capable of doing the work.

As to the female help seniority for Saturday work shall go to the oldest employees in point of service, if they are capable of performing the work and providing they can maintain the production required of them for the job they are put on.

247. Assignments to Special Events

Operating assignments to special events, baseball, football, etc., shall be made in the order of seniority, either as a straight — or — operator, assuming requisite qualifications. In no event shall such assignments be given to other than regular employees in these classifications if such employees are available except that first choice of assignment to special events, occurring within a district, shall be given to employees (managers and operators) regularly assigned in the territory nearest the scene of special event.

248. Assignment to Piecework Jobs

In the assignment of jobs within a department, employees with the most seniority in said department shall be given available piecework jobs whenever possible. It is understood, however, that anyone claiming such jobs must be capable, as determined by the department foreman, of performing satisfactory work on the jobs assigned.

249. Assignment To Work on New Equipment

Selection of flight engineers from any one division for qualification on new equipment shall be made in order of highest seniority from flight engineers who request in writing to the company for such qualification. In the event of an insufficient number of requests, the company shall select flight engineers in accordance with highest seniority.

250. Selection of Runs

Each quarter of the calendar year flight engineers assigned at each base station shall signify their preference of runs out of the station to which they are based. Scheduling for runs for the following quarterly period shall so far as practicable be made in accordance with the seniority and qualifications of the

flight engineers signifying their preference for such runs, subject to change to conform with the requirements of the service.

251. Selection of Driver's Route

In the event a vacancy occurs in a driver's route, the drivers employed the longest period of time may submit a bid for the said driver's job. After due consideration, the final determination as to the disposition of the position shall be made by the employer and the union.

Seniority Lists and Administration of Seniority

Seniority lists, which show the relative position of employees in the plant, department, or occupation, as the case may be, are generally drawn up and kept up to date by the employer from employment records, sometimes with the aid of a joint union-management committee. The rosters are made available to employees by posting on the plant or department bulletin boards, or by consultation in the company's personnel office, or through copies given to the union.

It is usually specified that the position of employees on the seniority roster is to be considered correct if no objections are filed within a certain period after the lists are posted or made available for inspection. Provision is frequently made, however, for handling disputes over seniority, either through the regular grievance procedure or by special boards set up to administer the seniority rules.

252. Seniority List Furnished to Chairman of Grievance Committee

Copies of the initial seniority list and all subsequent supplements shall be furnished to the chairman of the grievance committee.

253. List Furnished to District Committeemen and Chief Shop Steward Each Month

A list of all seniority standings and classifications for each division will be furnished the district committeeman each month.

A list of all seniority standings and classifications for each department will be furnished the chief steward each month.

254. Employer To Prepare and Maintain Seniority Lists Based on Length of Learning Period

The employer agrees to prepare and maintain seniority lists as follows:

(a) A separate list for each job classification for which the learning period is more than six (6) months, including all employees in such classification;

(b) A separate list for each department combining all employees in the department who are in job classifications for which the learning period is six (6) months or less.

The learning periods for each job classification shall be as set forth on the employer's job classification cards.

255. Lists Available at Company Office

Seniority lists will be available at the offices of the company for the employees committee and representatives of the union.

256. *Lists Posted on Bulletin Board. Current Information Furnished on Request*

Seniority rosters shall be kept indicating the length of service of employees and such employees shall be credited with seniority gained in each classification of work.

Current seniority rosters for the entire system shall be posted on bulletin boards to which employees will have access at all times. Current seniority rosters will be kept posted at all times. Any protest in seniority rosters must be made within thirty (30) days from date of posting or roster will stand as correct, indisputable errors excepted. Current seniority rosters will be furnished the local [union], and other information relative to seniority or leave of absence will be furnished upon proper request.

257. *Lists Made Part of Agreement*

Seniority lists as now posted, and as revised, in the various departments, shall be made a part of this agreement.

258. *Posted List Revised Quarterly*

A complete seniority list of all employees will be posted in each department on the bulletin board within fifteen (15) days after the signing of this agreement and shall be revised quarterly. This list will be available to all employees at each plant at all times.

259. *Semiannual Revisions Furnished to Union President*

A seniority list revised each 6 months showing the seniority status of each employee by department and plant-wide shall be furnished to the president of the union.

To protect his seniority it is the employee's responsibility to notify the personnel office of his proper home address.

260. *Departmental Seniority Lists Revised Every 4 Months; Plant Seniority List Revised Annually*

The company agrees to prepare a plant seniority list and departmental seniority lists for posting on the factory bulletin boards giving in order of seniority the name of each employee and his seniority service. The company also agrees to revise departmental lists at four (4) month intervals and to furnish the union with a copy of such lists. The plant seniority list shall be revised and posted yearly.

261. *Appeals on Seniority Listing Within 30 Days After Posting*

Any appeals from the seniority rosters as posted shall be made through the regular grievance procedure within 30 days of the posting; otherwise, the rosters shall be considered correct, indisputable errors excepted.

262. *Thirty-Day Appeal Extended for Returning Veterans and Employees Absent Due to Illness or Lay-Off*

Employment records covering continuous service and seniority as of April 1, 1941, shall remain in effect as they were on that date. Any employee claiming error in his service record since April 1, 1941, and the date of this agreement shall file a grievance within thirty (30) days of the date of this agreement or such a claim shall not be subject to adjustment or later appeal. Employees in the armed forces of the United States or absent due to illness or lay-off on the date of this

agreement shall have thirty (30) days from the date of their return to active employment with the company in which to file claim for correction in seniority record.

263. Joint Seniority Board To Rule on Questions of Seniority

The seniority board, composed of two representatives of the company and two representatives of the union, shall be continued for the life of this agreement and unanimous decisions of this board on questions of seniority shall be final and binding on both parties.

264. Tripartite Seniority Board

The seniority board established under this agreement between the parties shall be continued for the life of this agreement and shall consist of two representatives of the employer and two representatives of the union and a neutral member to be agreed upon by both parties. The concurrence of three members of the seniority board shall be necessary to a decision by it, and any matter upon which the other members are evenly divided shall be determined by the vote of the neutral member, who shall be consulted only in such cases. The expenses of the neutral member shall be borne equally by the employer and the union. All decisions by the seniority board shall be final and binding.

265. Joint Committee To Study Company Seniority Practices and Make Recommendations Consistent with Stated Objectives

Within 60 days following the date of this agreement, the company and the union shall each designate two members to a joint committee. The committee shall study seniority practices in effect in the company and recommend practices best calculated to assure to the company qualified employees in each job in the interest of safe and efficient operations and to the employees the greatest degree of opportunity for advancement increasing with length of service as are consistent with the objectives of the parties which are safe and efficient operations, protection of the employees and cooperative employer-employee relationships. All committee recommendations shall be reduced to writing, signed by the committee members, and adopted by the company and the union.

266. Temporary Deviations from Seniority Permissible

Temporary deviations may be made from seniority in cases of emergency or prior assignment.

267. Multiplant Agreement—Local Seniority Agreements To Be Negotiated

It is mutually recognized that local seniority agreements are necessary and must be followed by all employees to be effective, therefore, supplementary seniority agreements appendix "A" and "B" shall be negotiated and become an appendices to this contract. However, such agreements shall not conflict with the provisions of this contract.

268. Disputes on Employee Qualifications in Applying Seniority Subject to Grievance Procedure

Every effort shall be made by the company and union to agree on the qualifications of an employee for any job available to him under the seniority provisions of this contract. In determining whether an employee has qualifications for the job involved, his previous production records, if any, on such job, as well as his abilities and previous experience, shall be considered. In the event the union

and company cannot agree as to the employee's qualifications, the disagreement shall be determined through the grievance procedures hereafter provided.

269. Disputes Over Seniority Handled Under Grievance Procedure. Three-Day Time Limit on Filing Seniority Grievances

All questions of seniority or length of service shall constitute a case arising under the method of adjusting grievances herein provided and must be taken up within three (3) working days from the date of any action giving rise to a question or seniority or length of service.

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