

# **COLLECTIVE BARGAINING PROVISIONS**

**Leave of Absence;**

**Military Service Leave**

**Bulletin No. 908-6**

**UNITED STATES DEPARTMENT OF LABOR**

*L. B. Schwellenbach, Secretary*

**BUREAU OF LABOR STATISTICS**

*Ewan Clague, Commissioner*



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## Letter of Transmittal

UNITED STATES DEPARTMENT OF LABOR,  
BUREAU OF LABOR STATISTICS,  
*Washington D. C., May 14, 1948.*

**The SECRETARY OF LABOR :**

I have the honor to transmit herewith the sixth bulletin in the series on collective bargaining provisions. The bulletin consists of two chapters: (1) Leave of Absence, and (2) Military Service Leave, and is based on an examination of collective bargaining agreements on file in the Bureau. Both chapters were prepared by, and under the direction of Abraham Weiss, with the assistance of members of the staff of the Bureau's Division of Industrial Relations, Boris Stern, Chief.

EWAN CLAGUE, *Commissioner.*

Hon. L. B. SCHWELLENBACH,  
*Secretary of Labor.*

## 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 Associations 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 certain practices, now deeply imbedded in the entire field of labor-management relations.

The liquidation of the Board, and the renewal of emphasis on free collective bargaining after VJ-day, led to a tremendous increase in the demand for information on specific current provisions in agreements. Urgent requests came from employers and unions, from the United States Conciliation Service, and from mediators and arbitrators engaged in settling or preventing labor-management disputes. It was largely in response to these requests that the Bureau of Labor Statistics undertook to revise and bring up to date the material on union agreements.

In this revision two significant departures have been made: (1) Accumulation of data has made possible the use of a larger sample than was possible heretofore. (2) The information will be presented

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## Collective Bargaining Provisions

### Chapter 1.—Leave of Absence<sup>1</sup>

#### *Introduction*

From time to time, workers find it necessary to leave their jobs temporarily because of illness, pressing family difficulties, union business, school work, and other personal or civic reasons. Leave of absence is generally permitted under provisions in union agreements, at the same time preserving such rights and benefits which flow from continuous service with an employer, e. g., accrued seniority rights, vacation rights and length of service bonus. Provisions for pay for a limited period for absence caused by illness or injury are occurring more often in union agreements.

Seniority and reemployment protection to employees on leave varies in agreements, depending on such factors as the reason for and length of the leave. An employee may continue to accumulate seniority for only a given part of his leave, for all of it, or for none of it. On the other hand, an employee who accepts other employment while on leave may lose seniority or be considered as having quit. However, in some cases, special seniority consideration is given to men working only part-time (or those laid off) who take supplementary employment.

In addition to seniority safeguards, some agreements preserve for employees on leave continuous coverage under various benefit plans, the right to reinstatement or renewal of their rights upon return to work, and other benefits.

There is considerable variation in the length of leave allowed, depending generally on the reason for leave. An extension of leave is sometimes provided for. Limitations may also be set on the number of employees who may be allowed leave at any given time. In both cases, the intent is to avoid impairment to production.

Frequently, certain conditions must be met by workers to obtain leave. A specified amount of advance notice is often required. Leave

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<sup>1</sup> Other material bearing on leave of absence and sick leave plans is included in chapter 2, on Military Service and in Bureau of Labor Statistics Bulletin 908-2, Vacations, Holidays, and Week-End Work.

grants may be left to management's discretion or to joint union-management approval. Penalties are sometimes established for workers violating contractual rules governing leaves, including loss of reemployment rights on failure to return at the end of the permitted period; cancellation of leave; disciplinary action; or discharge.

### *Leave for General Personal Reasons*

Some agreements provide for leave of absence for any "good" or "reasonable" cause. This type of clause leaves much to the discretion of both the employer and the employee. Other agreements, on the other hand, are more specific, naming as justifiable causes important domestic events, such as accidents, illness, deaths, or weddings in the immediate family; performance of civic duties, such as jury duty, acting as witness in court, or holding public office; and school attendance.

Since absence for domestic reasons does not usually require much leave, seniority is not often mentioned, and presumably there is no deduction made for time lost. Clauses granting leaves of longer duration, such as for union office holding or schooling, sometimes specifically provide for accumulation of seniority.

Agreements frequently specify no deduction in pay for the few days of leave required for domestic contingencies, but some which permit longer periods of absence specify that the leave is without pay. Employees serving on a jury are frequently paid the difference between their regular earnings and the sum earned for their services at court.

Leave granted for personal reasons may be for an "indefinite," "reasonable," or "appropriate" period; in other instances, the period of permissible leave is definitely stated as a specified number of days or weeks.

### Leave Without Pay

#### 1. *Leave for "Good" Cause*

Employees, upon request, shall be granted leave of absence for good cause, with the written consent of the company, without prejudice to their seniority or other rights.

#### 2. *Leave Allowed for any "Reasonable" Purpose, Unless Employer's Operations Affected*

The employer agrees that a leave of absence will be granted without pay, for any reasonable purpose upon the request of the employee, unless it seriously affects the operation of the employer.

#### 3. *Leave for Personal Reasons—One-Year Service Requirement*

Upon written application to management employees with one or more years of continuous service may be granted leaves of absences without pay for justifiable personal reasons or emergencies.

**4. *Employee's Illness, Illness in Immediate Family and Other Reasons—Leave Limited to 3 Months***

Leaves of absence without pay may be granted for personal reasons such as:

1. Employee's own illness.
2. Illness in employee's immediate family whereby it is essential for the employee to remain at home to care for relative who is ill.
3. Other compelling reasons of an emergency nature.

Such leaves of absence for personal reasons shall be granted for a period not to exceed 3 months but under unusual circumstances extensions may be granted by the company.

**5. *Leave for Harvesting Perishable Crops***

A leave of absence may be granted to farmer members or employees, for the purpose of harvesting perishable crops on their own or leased properties. If such members or employees notify the company of their intention to return to work at least 3 days prior to such return, such members or employees shall not lose their seniority.

**6. *Leave for Public and Union Office—Seniority Cumulative***

Any employee covered by this agreement elected or appointed to office in the International Union, local union, \* \* \*, or to public office in the city, county, State or Federal Government, shall, if he requests in writing, receive a leave of absence which must be renewed each year during his term of office. During his leave of absence, the seniority of such employee shall continue to accumulate.

**7. *Leave Allowed for Other Work When on Part-Time or Lay-Off—No Loss of Seniority***

Any employee who is either working part time or is laid off shall have the privilege of obtaining a written leave of absence from the employment office to work for another employer and shall not lose his seniority.

**8. *Limited Leave to Attend School and for Other Specified Personal Reasons—Leave for Nonspecified Reasons Jointly Decided***

Leaves of absence may be granted by the supervisor of the department for fixed periods not to exceed 30 days for the following reasons:

1. Illness of a member of the employee's immediate family requiring care and attendance by the employee.
2. Care of minors or dependent children during periods when a housekeeper or attendant cannot be obtained.
3. Visits out of the city to members of an employee's immediate family in the service of our country's armed forces who are (a) ill, (b) scheduled for imminent departure for foreign service, or returning from such.
4. Attendant at an accredited trade school or day school of higher learning during attendance at which the employee is not the regular employee of some other employer.
5. Union functions performed at the request or instructions of a local, district council or international union.
6. Marriage of an employee.
7. Other reasons, the merit of which is to be judged by a committee consisting of a representative designated by each party. Extension of leaves shall also be judged by this committee.

8. Leaves of absence must be secured in writing on forms prescribed for the purpose in advance of the anticipated absence, except in emergencies, and shall protect an employee's service record only for the period covered by the leave.

9. *Leave for Veterans to Attend School—No Time Limit*

Veterans shall be granted leaves of absence with continuity of service for any length of time necessary to take advantage of education under the GI Bill of Rights.

All leaves of absence must be granted in writing to the employee receiving the leave.

10. *Leave for Veterans to Attend School Limited to 9 Months—Seniority Cumulative*

A leave of absence of not more than 9 months, without pay, for the purpose of attending an educational institution or trade school recognized by the department of education of the State of \* \* \*, or other comparable body, shall be granted to applicants who are newly employed veterans of World War II, having six or more months of service with the company or who are reinstated veterans of World War II, upon submission of a certificate of admission to such institution or school. During such leave of absence the veteran's seniority rating shall be accrued.

11. *Combination Vacation and Study Leave*

Study leave—The agency is not in position to grant long-time study leaves at this point.

A worker desiring to take summer courses not to exceed 8 weeks may combine vacation with a 4 weeks' study leave for this purpose, provided it is administratively feasible.

A worker may arrange to take one class per week at the beginning or end of the day provided said class is not available after working hours.

12. *Six Months' Service Prerequisite for Leave Grant*

Employees to be eligible for leave of absence must have completed 6 months of continuous company service at the time of application for such leave. Exceptions to the rule must be approved by the personnel manager.

13. *Leave Plus Extensions Limited to 6 Months, Except for Maternity*

Leaves or extensions of leaves shall not be granted for more than 2 months at a time and the total time including extensions shall not exceed six consecutive months with the exception of requests for maternity leaves.

14. *Maximum Leave 1 Week for Each 6 Months' Service; Only One Leave Granted in 12-Month Period*

Except in extraordinary circumstances maximum leaves of absence shall be on the basis of 1 week for each 6 months of continuous service and no more than one leave will be granted in any 12-month period.

15. *Sufficient Time Off for Voting, Without Pay*

Any employee entitled to vote in a National or local election shall be allowed sufficient time off to vote, without compensation.

## Leave With Pay

16. *Limited Leave With Pay—Hospitalization or Death of Family Member (1 Day on Hospitalization; 3 Days on Death.)*

The company will permit a leave of absence without pay-roll deduction in the event of the serious illness in an employee's family, that requires hospitalization

of his wife, minor son or daughter, or father or mother living in the same community. The maximum leave of absence under these circumstances will be 1 day, and proof of such hospitalization must be furnished.

The company will permit a leave of absence without pay-roll deduction when a death occurs in the employee's immediate family, namely, wife, son, daughter, sister, brother, father, or mother. The maximum leave of absence under these conditions shall not exceed 3 days.

*17. Leave With Pay for Absence Due to Deaths, Funerals, Family Weddings, and Other Personal Emergencies*

Occasional necessary absences due to death and/or funerals of near relatives, weddings in the immediate family, or personal emergency situations beyond the control of the employee, may be considered as excused absence at the discretion of the department head for which no salary deduction will be made.

NOTE.—This clause applies to office clerical workers only.

*18. Four Days' Leave With Pay for Death in Immediate Family; 1 Day for Death of Other Relatives*

In the event of the death of any member of his immediate family, as herein-after defined, any employee covered by this agreement shall be granted a leave of absence with pay not exceeding 4 days, excluding Sunday when it is the fourth day. In case of other relatives to the second degree where a definite funeral obligation exists, at least 1 day shall be granted with pay. Any additional absence from duty in the event of the death of any member of his immediate family shall be deducted from any accrued vacation period or taken without pay.

For the purpose of this contract, the immediate family shall consist of wife, husband, children, parents, brothers or sisters, or any other family relative living in the employee's household.

*19. Leave With Pay for Death in Immediate Family—One-Year Service Requirement*

In case of death in the immediate family, employees of more than one year's service will be granted appropriate time off with full pay, at the discretion of the superintendent.

*20. One-Week Leave With Pay for Sickness or Death in Family; Two-Thirds of Time Off To Be Made Up*

No deduction from the fixed wage payment will be made for time off, not to exceed 1 week for any single absence because of necessary personal reasons such as serious sickness or death in the immediate family. Such time-off will be made up by working two-thirds of the hours lost as provided in this agreement, under article XII, Sick leave, Section 6, Cancellation of undertime.

(a) Undertime resulting from sick leave and other necessary time off shall be made up by applying against such undertime any hours which were worked by the employee outside of his regularly scheduled work hours. Employees on a variable schedule shall make up undertime by applying hours worked beyond 40 in a week. This includes hours worked while on vacation relief. Hours worked on a holiday and the regular holiday allowance shall not be applied against undertime. Those hours worked which are offset against undertime shall be applied on a basis of every 2 hours worked cancelling 3 hours of undertime.

(b) Undertime which was accumulated 1 year or more prior to December 15 of the current year and which the employee did not have an opportunity to make up shall be cancelled as of December 15 of the current year. An employee shall not be required to make up undertime by performing duties which existing practice has indicated are not related to his job or department.

**21. *Leave With Pay for Personal Reasons or Death in Family Only if Taken as Part of Sick Leave***

Time off may be granted for personal reasons if permission has been obtained from the company in advance or in case of death in the family. Seniority shall accumulate during such absence and payment shall be made if the employee agrees to include the absence as part of the sick leave provided for in section — of this article.

**22. *Leave Because of Death in Family Counted as Part of Sick Leave and Paid at Half-Pay***

Employees shall be compensated at half-pay for a period not to exceed three working days for any absence because of death in their immediate family. Immediate family shall mean wife, children, father, mother, sisters, and brothers. Time compensated in this manner in any year shall be deducted from the total time for which payment will be made in case of illness under the foregoing section.

**23. *Leave With Pay When Absent Due to Contagious Disease in Family***

In the event of a contagious disease in the family of any man, when board of health rules and regulations require loss of time by such member, he shall suffer no loss of pay, providing employee has made a reasonable effort to avoid quarantine.

**24. *Leave With Pay for Jury Duty as Well as Family Events—No Deduction Made for Jury Duty Pay***

In addition to excused absences, with pay, for holidays, sick leave and vacations provided for elsewhere herein, the company agrees to permit excused absences with pay as follows:

(a) An employee serving on jury duty will be excused with pay for time lost during his basic workweek. No deduction will be made from his pay for any pay received by him from the Government for such service, but the company will require him to show his pay voucher in order to establish the period of such excused absences.

(b) In the event of the death of a father, mother, brother, sister, wife, or child of an employee, time off within his basic workweek will be given with pay up to a maximum of 4 days. The meaning of the relationships mentioned above is to be construed as including stepfather, stepmother, stepbrother, stepsister, half brother, half sister, stepchild, father-in-law and mother-in-law.

(c) No excused absence with pay will be considered an interruption of continuity of service.

**25. *Leave With Pay for Jury Service or Acting as Witness in Court—Jury Pay Is Deducted***

In the event an employee is called for examination for jury service or for jury service or as a witness by court subpoena, said employee will be reimbursed by the company for the difference between his normal earnings and the amount earned in connection with the aforesaid services for the actual time he is required to be absent.

**26. *Limited Time Off During Hours, With Part Pay, for Attending Technical Classes. Leave for Full Time Schooling for Two Consecutive Semesters***

After completing 2 years of continuous service with the company, an employee may be permitted time off up to a maximum of 5 hours per week, of which 2 hours will be with pay, for attendance of technical classes in subjects relating to the work of (this plant), which he could not otherwise attend. In addition to the above consideration, the company shall be guided by the needs of the individual

to complete his schooling or training. Application for such time off must be made in writing and approved by the industrial relations manager and must be secured prior to registration for the class or classes involved.

This section is not subject to arbitration.

After completing 3 years of continuous service with the company, an employee may be granted a leave of absence for graduate study or to receive his degree, for a period equal to two consecutive semesters. The subject of such study must be related to the phase of research and development carried on in (this plant). In addition to the above consideration, the company shall be guided by the needs of the individual to complete his schooling or training. Application for such leave must be made in writing 4 months in advance for approval of the industrial relations manager.

This section is not subject to arbitration.

#### *27. Two Hours for Voting, With Pay*

Each employee, who because of his hours of work, would be unable to vote, may upon application to his foreman be given 2 hours' time off on election day for the purpose of voting for the election of candidates for State and Federal offices, and he shall be paid for such time off at his regular rate.

### Seniority and Other Rights

#### *28. Leave for Personal Reasons "Without Loss of Seniority"*

Leaves of absence without loss of seniority for appropriate but reasonable periods subject to reasonable extension upon request will be granted to employees in the case of illness due to disease or injury (personal or family), pregnancy or confinement resulting from childbirth, attendance at summer school, marriage, family request due to leaves and discharges of immediate relatives from service with the armed forces.

#### *29. Accumulation of Seniority up to 6 Months; Leave for Military Service or Union Business Excluded*

After six consecutive months on leave of absence, an employee will not continue to accumulate seniority, but will receive credit for all seniority accrued to the end of the 6 months' period. This provision does not apply to those in the U. S. Government service as described in paragraph 5 below, [seniority accumulates while in such service] or those engaged in full time employ for the union as described in paragraph 6 below. [Without prejudice or loss of seniority].

#### *30. Seniority Cumulation Limited to 90 Days Except on Union Leave or Where Otherwise Specified*

Leaves of absence without pay may be granted employees for a period not to exceed 10 working days during the year. In the event an employee protests the department head's refusal to grant such a leave of absence, the matter will be referred to supervision at the superintendent or division manager level for final determination. For good and sufficient reason the company may extend the period of the leave. The leave of absence shall not in any way jeopardize the employee's standing with the company.

On all leaves of absence of 90 calendar days or less, an employee shall accumulate seniority. On leaves of absence exceeding 90 calendar days, seniority shall accumulate after 90 days only if specified by the terms of the leave: *Provided, however,* That on leaves of absence heretofore or hereafter granted for union business the employee shall accumulate seniority during such leaves.

**31. *No Loss of Seniority for Working Elsewhere During Leave if Other Work Advised by Doctor***

It is agreed that an employee on granted leave of absence may accept employment in cases of medical disability when a written statement by his physician is submitted which recommends a change of climate or a radical change in the nature of his work beyond the power of the company to supply. This clause modifies article IX, section 9, subsection C, to the extent above stated. [Loss of seniority on acceptance of other employment while on granted leave of absence].

**32. *Limit on Time During Leave Which May Be Credited Toward Automatic Wage Increase***

All leaves of absence shall be without pay and not more than 21 working days' service credit for the purpose of calculating the date of the next automatic wage increase shall be credited during such leaves.

**33. *Group Insurance Maintained During Leave Provided Prepayments Made***

When an employee is on an authorized leave of absence his group and hospitalization insurance will be maintained during such leave provided the employee makes the necessary payments in advance for the regular premiums which will come due during the period.

**34. *Company-Paid Group Insurance Maintained During Leave for 60 Days***

Company group life insurance carried by the company for the benefit of the employee shall be continued during leaves of absence for a period not exceeding 60 days except as to insurance paid for by the employee, in which case such employee shall make arrangements concerning the same.

**35. *No Leave at Vacation Time***

No leave of absence will be granted for the week immediately before or after an employee's scheduled vacation.

## *Sick Leave*

### Unpaid Sick Leave

Most union agreements make explicit provision for leaves of absence for illness or injury without pay but without loss of seniority or employment rights. Such provisions are frequently covered in the clauses which detail the effect of such absence on seniority.

Many agreements, on the other hand, do not distinguish between nonpaid sick leave and other types of leave for "personal" reasons. Where sick leave is not specifically mentioned, the provisions permitting "leaves of absence for personal reasons" or "leaves of absence upon mutual agreement of company and union" are sufficiently broad in practical application to cover sickness.

In some cases, the retention or accumulation of seniority during periods of illness or injury is limited to a definite length of time, after which seniority is lost altogether. In others, seniority is retained (or accumulated) for an indefinite period, for a "reasonable period," or "until the employee is able to return to his job." Where definite time limits are set, extensions may be permitted in the case of prolonged illness or automatically granted for employees injured on the job.

Medical certificates as proof of illness may be required at the beginning and at the end of leave or at various intervals during the period.

**36. *Leave Without Pay for Personal or Family Illness***

Absence of any employee by reason of sickness, or sickness of any one of his or her immediate family, shall not be a cause for discharge, but such employee or employees shall not be entitled to any compensation during the period of sickness, unless otherwise provided by law.

**37. *Leave for Work-Connected Disability up to 4 Years***

Leaves of absence shall be granted by the company to employees who because of physical disability resulting from an injury on duty for the period for which statutory compensation is payable but is not to exceed the termination of such disability as certified by a regularly licensed physician or the time of acceptance of employment elsewhere without first requesting employment with the company, and providing such leave or extensions thereof shall not exceed 4 years.

**38. *Unlimited Leave of Absence for Sickness or Accident—Seniority Accumulates. Union and Company may Request Doctor's Certificate Quarterly***

Unlimited leave of absence shall be granted to all employees for reasons of sickness or accident. Said leave of absence shall not affect seniority rights of any employee. Seniority rights shall accrue during such periods. The employer and the union shall have the right to ask for a doctor's certificate substantiating all requests for leaves of absence at least once every 3 months.

**39. *Maximum Sick Leave 3 Years; Seniority Cumulative up to 1 Year***

Any employee off due to his sickness, shall accrue seniority up to 1 year upon presentation of a certificate by any reputable physician. After an employee is off, due to his sickness for a period of 3 years, he loses all seniority.

**40. *Maximum of 6 Months' Sick Leave; Restoration of Full Rights on Return***

Leave of absence without pay not to exceed 6 months is to be given to an employee because of illness. Upon return, if physically and mentally fit, such employee shall resume old position with full rights.

**41. *Seniority Accrues for 30 Days; Seniority Frozen During Additional Sick Leave***

Employees shall be allowed a leave of absence not to exceed 30 days except in rare cases recognized by the employer, for sickness or disability. During such leave an employee shall continue to accrue seniority. If a further leave is necessary seniority shall not accumulate for the next period, but the employee shall retain her seniority status. Upon returning to work, employees shall be reinstated to their former position. If this is not available then the employee shall be offered whatever job they are qualified to perform and which has been approved by the shop committee and the employer.

**42. *Seniority Accrues for 60 Days; Seniority Frozen up to 6 Months Thereafter—Physical Examination on Reinstatement***

An employee shall be returned to his job upon recovery from illness with accumulated seniority, in the event his absence does not exceed 60 calendar days and he is physically able to resume his regular work. Should an employee's continuous absence because of illness exceed 60 calendar days, he shall be placed upon the suspense pay roll. He shall be reinstated to his former position upon his recovery from the illness with the seniority he had at the time he was placed on the suspense pay roll, provided he is physically able to resume such work, but

he shall not be entitled to promotions which have arisen while on the suspense pay roll. Any employee who remains on the suspense pay roll continuously for 6 months and is not at the end of that period physically able to resume his work may be terminated. In the event an employee, because of illness, is unable to perform the tasks of the job he held prior to his illness, the company will offer suitable work for such employee if it is available. In all cases of illness the company may, at the termination of the illness, require the employee to pass a physical examination before reinstatement, and to present written medical proof by a licensed doctor of medicine to the effect that he has been during his absence continuously unable to work because of his illness.

*43. Retention on Company Rolls During Sick Leave Varies With Length of Service, Nature of Illness and Efforts to Recover*

Employees who become ill while on the active rolls of the company and make proper report of their illness will be carried on the rolls of the company during periods of less than total disability for a period of time consistent with their service-credit, the nature of their illness, and the efforts they are making to restore themselves to normal health.

An employee with service-credit of from 1 to 3 years will be carried for at least 6 months; an employee with service-credit in excess of 3 years but less than 5 years will be carried for at least 12 months; an employee with 5 or more years of service-credit but less than 10 years will be carried for at least 24 months; and an employee with 10 years or more of service-credit will be carried for at least 36 months; providing that due consideration is given to the nature of the illness and the employee's efforts to complete his recovery from the illness.

*44. Medical Examination Required on Return From Illness*

In the case of absence due to illness, exceeding 3 weeks, but not exceeding 1 year, the employee involved will, after he passes medical examination, be reinstated to the plant roster.

*45. Medical Certificate May Be Required at Beginning and Termination of Sick Leave*

Employees unable to work by reason of illness shall be entitled to a leave of absence during such proven illness. The company may require a doctor's certificate to prove such illness on the employee, taking the leave of absence, and also may require a doctor's certificate at the termination of the illness as proof that the employee can return to work.

## Paid Sick Leave

The practice of continuing to pay an employee's salary when he is absent because of illness or injury has been more commonly applied to salaried employees and the so-called white collar group than to industrial workers.<sup>2</sup>

However, similar treatment is being increasingly provided for production workers on the ground that absence because of illness means a loss of earnings which the hourly paid worker can ill afford.

Paid sick leave plans can be classified according to waiting period and the rate and duration of payment. No waiting period may be specified; none may be specified but payment starts only after a cer-

<sup>2</sup> See Bureau of Labor Statistics Bulletin 832, "Sick Leave Provisions in Union Agreements," a reprint from the May 1945 Monthly Labor Review.

tain length of time; a waiting period may be stipulated, regardless of the length of illness; or it may be waived if the illness exceeds a certain length of time.<sup>3</sup> The rate of pay received during illness may be full pay, half pay, or a combination, i. e., full pay for a certain length of time and half pay thereafter. The payment may constitute a supplement to group insurance or workmen's compensation benefits (i. e., the difference between an employee's regular wage and his compensation allowance) or full or partial pay until payments under the State compensation law begin. Payment may be at an employee's regular rate or a flat sum. The plan may be uniform so that all employees who fulfill the minimum service requirement are entitled to the same amount of paid sick leave, or it may be graduated, with all eligible employees receiving paid sick leave based on length of service. A maximum amount of paid sick leave may also be specified.

Some agreements restrict unused sick leave to the calendar year or contract term. Others allow employees to accumulate unused sick leave from year to year and thereby to build up a reserve indefinitely, or to a maximum amount.

Other formal plans for paid sick leave concern themselves with eligibility (i. e., service) requirements; maximum leave without loss of seniority; paid sick leave in relation to occupational injuries; and illness or injuries (other than occupational) not entitled to pay. In this last connection, compensation may be denied when the illness or disability is due to negligence, misconduct, immorality, venereal disease, or use of drugs.

To prevent malingering and abuse of pay benefits, employees are often required to submit proof of illness and disability. The certificate of a company doctor or the employee's physician may be required. An employer may reserve the right to investigate the absences. Employees found guilty of malingering or falsely claiming sick pay may be subject to discipline, including discharge or loss of future benefits for a specified period.

Some agreements provide a combined paid vacation-sick leave plan under which the time allowed may be used for either purpose, or unused sick leave may be added to allotted vacation benefits.

A unique plan established by one agreement, which does not fall readily within the classification listed above, establishes a sick leave pool of a specified number of work days against which absences by all employees are charged. When this pool is exhausted, no further paid leaves are allowed.<sup>4</sup>

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<sup>3</sup> Waiting period arrangements tend to restrict payments to illness of relatively long duration.

<sup>4</sup> Employee-benefit plans which provide for the payment of medical and other expenses due to illness and accidents are discussed in the forthcoming bulletin on Health, Safety and Employee Benefit Plans.

*Leave With Full Pay for a Limited Period*

## UNIFORM PLANS

**46. *No Specific Contract Limitation on Amount of Leave***

No employee shall suffer deduction in compensation because of any accident or illness, nor shall he be required to make up time lost.

**47. *Five Days' Sick Pay After 6 Months' Service, Cumulative Indefinitely—Medical Certification for Leave Exceeding 5 Days***

Employees with six or more months of continuous service shall be entitled annually to 5 days' sick leave at their current rate of pay. Sick leave shall be cumulative; *Provided*, That all sick leave pay in excess of 5 days at one time shall be on certification by a recognized physician. A doctor's certificate or other reasonable proof of illness may be required by the company as a justification for sick leave.

**48. *Six Days' Pay per Year, Cumulative up to 5 Years—Medical Certification Required***

It is further agreed that all employees who have been employed for 1 year or more will be given 6 days annual paid sick leave per year, said sick leave to be accumulative up to 5 years. Certification from a medical doctor will be necessary before sick-leave pay is granted; further, that employees must notify foreman of their illness before start of the next day's operation.

**49. *Eight Hours' Pay for Each Day Hospitalized, Except for Pregnancy, to Maximum of 48 Hours. Benefits Limited to 10 Percent of Employees in Year. Benefits Cease if Health Legislation Enacted***

Each employee shall receive 8 hours' wages at guaranteed straight-time rates for each day that such employee is actually and necessarily confined to the hospital for any cause whatsoever other than pregnancy; *Provided, however*, (a) That the sick leave pay to an employee in any one year shall not exceed in the aggregate pay for 48 hours, and (b) that the liability of the company for sick-leave pay pursuant hereto shall be limited to payments of not more than 10 percent of the employees of the company in any one year, and (c) that the benefits provided for in this article shall cease forthwith upon the enactment of any National, State, municipal, or other governmental law or regulation providing for health or hospital benefits for employees of this company and requiring the company to contribute either directly or indirectly to the expense thereof.

**50. *Seven Consecutive Days' Sick Pay After 3 Years' Service if Illness is Non-Chronic and Extends for 1 Week***

Each employee who, as of the date of the signing of this agreement, has been in the employ of the company continuously for 3 years or more shall be entitled, during the life of this contract, to seven consecutive days of sick leave with pay during the year, providing the illness is not of a chronic nature and extends for a period of at least 1 week.

**51. *Forty Hours' Sick Pay if Employed 65 Percent of Time During Previous Year and on Pay Roll at End of Completed Season***

All employees who worked 65 percent of the days the factory operated in the preceding year and who were on the pay roll at the end of the completed season

shall receive sick and accident benefits as follows: They shall receive not more than 40 hours per year at their regular rate of pay. This is to be prorated at 8 hours per day and not to exceed 5 days. Providing in the case of accident that the accident is not a compensable one.

NOTE.—This agreement covers a food preparation plant in which operations are undoubtedly seasonal in character.

**52. Five Days' Sick Leave, Non-cumulative, to "Seniority Employees"**

Any seniority employee hereunder losing time on account of illness or injury shall be compensated at the rate of pay which the employee would normally have received for regular time during the period of his illness or injury. Such employee shall be entitled to compensation for a total of 5 days in each year.

**53. Sick Pay for Occupational Injury or Illness—Five Days' Maximum for One Occurrence; 10 Days' Maximum in Calendar Year**

Any employee who, in the course of or arising out of his employment, is injured or contracts an occupational disease, as defined in article I, section 108, of the Pennsylvania Occupational Disease Act, and is unable to return to work because of such injury or occupational disease, shall be entitled to sick leave with pay computed on the basis of 8 hours at the regular hourly base rate of pay for each day of disability provided such absence is substantiated by a doctor's certificate. In no case shall the injured or diseased employee be paid for more than 5 days for the same injury or occupational disease, or a total of not more than 10 days in any one calendar year for all injuries or occupational diseases.

GRADUATED PLANS

**54. One Week for Each Year Up to 20 Years—No Deduction From Vacation or Overtime Credited to Employee**

Sick leave with pay shall be granted on the basis of 1 week for each year of employment or fraction thereof up to twenty (20) years. It is understood that sick leave is not to be taken unless the employee is incapacitated because of illness. The [company], however, may at its option grant sick leave in excess of the above provisions and such excess leave granted in the case of one or more employees shall not be deemed to be a precedent for all employees. The employee must notify management of illness as soon as practicable. The [company] reserves the right to substantiate claims of nature of illness through its own physician at the [company's] expense.

No deduction shall be made for sick leave from vacation or from overtime credited or to be credited to the employee.

**55. Six Days With Full Pay After 1 Year's Service; 12 Days After 2 Years—No Cumulation**

Each full-time employee who at the time of illness or injury is and has been in the active service of the same employer for a period of one full year or more, shall be entitled to 6 working days' sick leave with full pay. Each full-time employee who at the time of illness or injury is and has been in the active service of the same employer for a period of two full years or more, shall be entitled to 12 working days' sick leave with full pay. Sick-pay allowances cannot be accumulated from one year to the next. Pay allowances granted under this plan are terminable upon the death of the employee.

**56. *One Day per Month; Maximum 12 Days—Two-Day Waiting Period***

Each employee shall be entitled to sick leave with pay for time lost in excess of two consecutive days in any one period of continuous illness on the basis of 1 day for each month of service, accumulative to a maximum of 12 days. Employer may at his option, demand evidence of sickness by requesting a written statement from employee certifying illness and/or a statement from employee's physician.

**57. *Ten Days per Year After First Year. After 5 Years, Credit for Half of Unused Leave in Previous 5 Years. After 10 Years, Credit for Unused Leave in Previous 5 Years. Pro Rata Sick Pay to Part-Time Employees***

After the first year of continuous service and for each year of continuous service thereafter a regular employee shall be entitled to sick leave with pay for a total of 10 workdays per calendar year, and a regular part-time employee shall be entitled to sick leave with pay for such portion of 10 workdays per calendar year as the average number of hours he regularly works in a week bears to 40.

After 5 years of continuous service a regular employee shall, in addition to the sick leave to which he shall be entitled in any 1 year under the provisions of section 1, hereof, be entitled to further sick leave with pay equivalent to the aggregate of one-half of any unused portion of the sick leave to which he would have been entitled in each of the 5 years immediately preceding.

After 10 years of continuous service an employee shall in addition to his annual sick leave to which he shall be entitled under the provisions of section 1 hereof, be entitled to further sick leave with pay which shall not exceed the total of the unused sick leave to which he was entitled in each of the 5 years immediately preceding. The maximum sick leave which may be accumulated under this subsection shall be computed by subtracting the total number of days of used sick leave in the preceding 5 years from the total number of days in the annual sick leaves to which the employee was entitled in such period.

***Leave With Less Than Full Pay for a Limited Period*****58. *Three Weeks Per Year at 90 Percent of Regular Pay. Unused Leave Cumulative for 4 Years. One-Day Waiting Period***

All employees covered by this contract shall be entitled to sick leave benefits of 3 weeks, at 90 percent of their rate of pay posted for the classification of work at which they are regularly employed, during the period extending from their first anniversary of employment to the close of their first calendar year of employment.

During each calendar year thereafter all such employees shall be entitled to sick leave benefits of 3 weeks at 90 percent of their rate of pay posted for the classification of work at which they are regularly employed.

Benefits granted by this article shall not apply to the first working day of any employee during any one period in which he is absent from work because of illness.

If any employees covered hereby do not receive all or any part of their sick leave benefits during any year, the unused portion will accumulate over a period not to exceed 4 years. Sickness due to occupational injury is included in this benefit, but in any case where compensation is being paid because of compensable injury, sick leave benefits under this provision will only be paid to the

extent necessary to bring such employee's benefit payments up to but not to exceed his regular wage.

Any employee claiming benefits hereunder must notify his supervisor as soon as he becomes ill, and at the proper time present evidence of sickness satisfactory to the company in order to receive benefits hereunder.

Time off because of illness or accident shall first be charged against benefits provided hereunder for the current year and if more than the current year's benefits are needed shall be charged against unused benefits in the third preceding year, and if length of illness requires shall be charged next to the unused benefits in the second and then to the first year preceding date of illness, provided that the maximum benefit to any employee in any year shall not exceed 12 weeks.

**59. *Two Weeks' Half-Pay Each Year of Service. One-Week Waiting Period During First 9 Years; None Thereafter***

When employees are absent on account of disability due to sickness or non-compensable accidents and when such absences and their continuation are supported by medical evidence of the company's physician, part wage payments shall be made based on length of service according to the following schedule:

Absence due to sickness or noncompensable accident.

Service required, one continuous year.

Waiting period, 1 to 9 years—1 week; 10 years and up—none.

Amount of payment, one-half wages; part wages are to be computed on a basic workweek of 40 hours.

Extent of payments, 2 weeks half wages each year of continuous service during any current 12-month period.

**60. *Specified Amount per Day for Maximum of 100 Days in 12-Month Period. Seven-Day Waiting Period. Maximum Liability Specified for Recurrent or Continuous Disability***

A sick benefit of \$2 per day shall be paid by the company to an employee for disability caused by illness or injury, for a period not to exceed 100 days in any consecutive 12 months, it being understood that this shall apply only in cases where the regular wage or salary is not continued during absence from duty. It is especially provided that benefits may be withheld in all cases where sickness or disability was brought about by any grievous neglect or imprudent or indiscreet act of the employe. No benefits shall become payable for disablement due to immoral conduct or to the use of intoxicants.

Payments shall commence with the eighth day's illness providing that notice in writing requesting sick benefits is received by the company within the first 7 days of illness. However, such notices must in all cases be followed by an application form properly executed. The total liability for benefits is limited to \$200 for any recurrent or continuing disability resulting from any accident, illness, ailment or disease.

**61. *Weekly Sick Leave Benefits at Half-Pay Graduated to Length of Service Three-Day Waiting Period. One-Year Service Requirement***

Employees to whom this agreement applies shall be granted a disability leave allowance for regularly scheduled working days lost because of sickness or injury hereafter occurring, subject to the following provisions:

(a) Any employee who has completed one year of continuous service with the company shall be allowed one-half the pay he would have received for those

scheduled days which the employee would have worked when absent on account of sickness or injury exceeding 3 days, payment to be made account days lost exceeding 3 days only; the pay provided herein shall continue only during the period of absence due to the sickness or injury and in any event shall be limited to the benefit period of the employee determined in the manner hereinafter set forth; shall be limited to the benefit period of such employee so determined during any year of service. For the purposes hereof length of service shall be computed in the same manner as provided in article XIV hereof.

(b) The benefit period of any employee shall be determined in accordance with the following provisions:

Length of continuous service	<i>Benefit period (weeks)</i>
Over 1 year but less than 2 years.....	4
Over 2 years but less than 3 years.....	5
Over 3 years but less than 4 years.....	6
Over 4 years but less than 5 years.....	7
Over 5 years but less than 6 years.....	8
Over 6 years but less than 7 years.....	9
Over 7 years but less than 8 years.....	10
Over 8 years but less than 9 years.....	11
Over 9 years but less than 10 years.....	12
Over 10 years.....	13

***Full Pay for a Limited Period and Less Than Full Pay for an Additional Specified Period***

**62. *Eighty Hours at Full Pay, 240 Hours at Half-Pay During any Calendar Year. Absence for Illness Need Not be Consecutive***

All employees of the company covered by this contract shall receive full pay for the first 80 hours in any calendar year, not necessarily consecutive, during which he or she is absent from work on account of sickness. For the next 240 hours in the same calendar year, not necessarily consecutive, they will receive one-half pay for time lost on account of sickness. The company shall have the right to satisfy itself of the fact that sickness requiring absence by the certificate of a recognized physician, examination or otherwise.

**63. *Full and Half-Pay Benefits Vary with Length of Service; Benefits Keyed to Calendar Year. Benefits Applicable in Case of Illness or Death in Immediate Family***

Every employee of the company necessarily or reasonably absent from his work because of

(a) The employee's own sickness or accident, or

(b) The serious illness or the death of a member of the employee's immediate family, or

(c) Any other condition beyond the employee's reasonable ability to prevent or abate, which an executive officer of the company finds should fairly be included under this provision, will be allowed the benefit payments specified below:

<i>Period of continuous service completed prior to January 1 of that calendar year during which benefits are payable:</i>	<i>Maximum total benefits payable during any calendar year</i>	
	<i>At full pay (week)</i>	<i>At half pay (week)</i>
6 months-----	1	and none
1 year-----	1	and 1
2 years-----	1	and 2
3 years-----	2	and 2
4 years-----	2	and 4
5 years-----	3	and 4
6 years-----	3	and 6
7 years-----	3	and 8
8 years-----	4	and 8
9 years-----	4	and 10
10 years-----	5	and 10
12 years-----	6	and 12
14 years-----	7	and 14
17 years-----	8	and 16
20 years-----	10	and 20

**64. Full and Half-Pay Benefits Vary with Length of Service; Benefits Keyed to Any 12 Months' Contract Period**

The company agrees to pay compensation in accordance with the following schedule, in event of illness or nonoccupational accidents, provided a certificate is furnished from a reputable physician that his illness or accident prevents him from performing his regular duties.

<i>Length of service</i>	<i>Compensation authorized for above defined absences during any 12-months' contract period</i>
1 to 3 years-----	2 weeks at full pay—2 weeks at half pay
3 to 5 years-----	3 weeks at full pay—3 weeks at half pay
5 to 10 years-----	4 weeks at full pay—4 weeks at half pay
Over 10 years-----	At least 4 weeks at full pay—4 weeks at half pay and additional compensation permissible at the discretion of the company.

**65. Three Weeks' Full Pay and 12 Weeks' Half-Pay During Each Calendar Year, Noncumulative. Waiting Period not Applicable in Occupational Accident Cases**

Employees who have completed 6 months or more of continuous service (i. e., without interruption exceeding 180 days) with the employer shall be allowed minimum payments equivalent to 3 weeks' time at full pay and 12 weeks' time at half pay during each calendar year; such payments to commence on the third day of absence.

The term "week" as used herein shall cover only the number of normally scheduled working days in a calendar week applicable to the individual employee.

No benefits will be paid employees for the first two scheduled working days of any period of absence for personal sickness or injury. (The waiting period mentioned above will not apply in occupational accident cases.)

The above benefits are not cumulative. Unused benefits during any calendar year may not be carried over into any subsequent calendar year.

Payments of wages during periods of physical disability shall be based on the employee's normal working schedule. In computing the number of days' pay an employee is entitled to receive under this plan in any calendar year, pay allowance will be made for the actual number of normally scheduled working days within the period of such absence. Any pay for overtime work shall not be considered in determining rate of wages for the purpose of disability payments hereunder.

The pay during absence shall be at the rate the employee would have received had he continued to work.

**66. *One Week at Half-Pay Up to 5 Years' Service; Full Pay Thereafter. Additional Week Granted if Illness Lasts Beyond 1 Week.***

In case of minor illnesses, such as cold, etc., an employee who has completed 5 years of service is entitled to yearly sick leave with full pay at straight time up to a total of the number of days the employee regularly works in 1 week. In the event that any illness is serious enough to require continuous absence of more than 1 week, the employee also shall receive pay at straight time for a period equal to the number of days he regularly works in 1 week which will not be counted in the leave allowed for minor illness and which will be allowable only once in each calendar year.

For employees who have been with the company over 1 year but less than 5, sick leave with half pay will be allowable for minor illnesses up to a total of the number of days the employee regularly works in 1 week. In the event that any illness is serious enough to require continuous absence of more than 1 week, the employee also shall receive half pay for a period equal to the number of days he regularly works in 1 week, which will not be counted in the leave allowed for minor illnesses and which will be allowable only once in each calendar year.

Any employee who has been with the company less than 1 year will be allowed sick leave at half pay up to the total number of days the employee regularly works in 1 week.

***Payments to Supplement Group Insurance or Workmen's Compensation Benefits***

**67. *Forty Hours' Full Pay; Difference Between Workmen's Compensation and Regular Pay During Next 280 hours of Absence Due to Work-Connected Injury***

In event of time lost due to injury from accident in the course of employment, the injured employee shall receive full pay for the first 40 hours lost. For the next 280 hours, not necessarily consecutive, the employee will receive the difference between workmen's compensation and his regular pay. The company reserves the same right of examination as in the case of sickness.

**68. *Combination of Full and Two-Thirds Pay, Geared to Length of Service, Minus Workmen's Compensation, for Absence Due to Occupational Illness or Injury***

When it is necessary for an employee (including temporary or part-time employees) to be off duty on account of an occupational illness or injury incurred in the course of his employment with the company, he shall be granted benefits, according to the following schedule, subject to the general provisions outlined in section 9:

Length of service	<i>Benefits</i>
Less than 6 months-----	52 weeks at $\frac{2}{3}$ full pay, less workmen's compensation
6 months, but less than 1 year--	1 week's full pay, then 51 weeks at $\frac{2}{3}$ full pay, both less workmen's compensation
1 year, but less than 2 years----	2 weeks' full pay, then 50 weeks at $\frac{2}{3}$ full pay, both less workmen's compensation
2 years, but less than 4 years---	1 month's full pay, then 11 months at $\frac{2}{3}$ full pay, both less workmen's compensation
4 years, but less than 6 years---	2 months' full pay, then 10 months at $\frac{2}{3}$ full pay, both less workmen's compensation
6 years, but less than 8 years---	3 months' full pay, then 9 months at $\frac{2}{3}$ full pay, both less workmen's compensation
8 years, but less than 9 years---	4 months' full pay, then 8 months at $\frac{2}{3}$ full pay, both less workmen's compensation
9 years, but less than 10 years--	5 months' full pay, then 7 months at $\frac{2}{3}$ full pay, both less workmen's compensation
10 years, or more-----	6 months' full pay, then 6 months at $\frac{2}{3}$ full pay, both less workmen's compensation

**69. Full Pay, No Maximum, for Occupational Injury; Full Pay up to Specified Amount for Occupational Illness. Employer Credited with Compensation or Benefit Payments**

In the event of any injury arising out of and in the course of the performance of his duties, an employee shall receive sick leave with full pay for the entire duration of such disability. In the event of an illness arising out of and in the course of the performance of his duties, an employee shall receive sick leave with full pay for the duration of such illness insofar as the contributions of sums up to a total of \$750 in any one case by [the employer] will provide the same. Should the employee receive compensation or benefits during such disability from any insurance policy carried by the [employer] or from any department of Federal or State Social Security, the [employer's] contribution shall be reduced by the amounts thereof but such contributions shall not be used to decrease the obligation of the [employer] to contribute sums up to a total of \$750 in any one case for disability due to illness. Should said injury or illness be such that the employee can perform any service, such as part-time work or work on which the [union] and [employer] can mutually agree that such employee is capable of performing, such employee shall perform such service in consideration of the contributions being made by the [employer] hereinunder.

**70. Workmen's Compensation Benefits Plus Sick Pay Allowance Not to Exceed Normal Pay**

In the case of an industrial injury compensable under the Workmen's Compensation Act, payments will be made under the above sick leave schedule but only to such an amount that the employee's Workmen's Compensation plus sick pay

will not exceed the employee's regular base hourly rate times 8 hours for any 1 day. This same limitation of a maximum total payment for any 1 day will apply also to sick pay payments made for illnesses covered by accident and health insurance, or any Governmental insurance covering sickness.

**71. *Company Credited with Any Compensation Award Against Compensation Benefits Paid***

Any regular employee who has completed 1 year of service and who is injured in an accident under which he would be entitled to the benefits of the California Workmen's Compensation Law shall be entitled to receive during any one service year such portion of the unused sickness allowance provided by section . . . hereof so that the sum of his compensation payments and sickness allowance will equal straight time pay for the scheduled working hours for a period of time not to exceed the respective periods set forth in said section . . . . After a portion of the employee's sickness allowance has been used as provided for above in the case of industrial disability, any remaining portion of his sickness allowance figured in dollars shall be available for application in subsequent cases of sickness or industrial injury during the same service year. It is further provided that, if such employee becomes entitled to the payment of a compensation award under the Workmen's Compensation Law, the company shall be entitled to an offset or credit against such award of the amount of workmen's compensation benefits paid.

**72. *Occupational Injury Pay at 50 to 70 Percent of Regular Rate, Less Workmen's Compensation, Depending on Length of Service. One Year Maximum***

Time lost by reason of occupational injury, as distinguished from illness or nonoccupational injury, shall be compensated for the duration of such injury at 70 percent of the regular rate of pay, less workmen's compensation paid to the employee, but in no event for longer than 1 year for any such injury. An "occupational injury" for the purpose of this paragraph shall mean an injury which occurs during the hours and in the performance of the employee's established or assigned work, and which is reported to the company at or about the time of such injury in the form and manner prescribed by the company.

An employee shall not be entitled to these sick or occupational injury benefits until he has been continuously employed more than 60 calendar days. Thereafter he shall be entitled to only 50 percent of these benefits until he has been continuously employed more than 6 months.

**73. *Sick Leave Pay Only for Waiting Period Under Workmen's Compensation Act***

If an employee is absent by reason of a disability which comes within the application of the Workmen's Compensation and Insurance Chapters of the State Labor Code the sick leave provided for in section 1 and 2 hereof shall apply to work days in the waiting period required under such law in connection with such disabilities, but such sick leave shall not be applied to any period of time in which the employee receives disability compensation under such law.

**74. *Employee Option of Taking Sick Pay or Workmen's Compensation for Compensable Injuries***

In case of an injury to an employee for which he is entitled to Workmen's Compensation Benefits, the employee may elect whether such injury shall be charged against his "sick pay" allowance or whether he accept only the Workmen's Compensation Benefit and reserve his "sick pay" allowance. Such election shall be made within 1 week of the time of the injury.

*Waiting Periods***75. Two-Day Waiting Period; Half-Pay for Next 2 Days; Full Pay Thereafter. Five Days' Paid Sick Leave After 1 Year's Service. Ten Days' Maximum Cumulation. No Pay for Unused Sick Leave**

During the first year of this sick leave plan, every production and maintenance employee who is covered by this agreement and who has been employed continuously by the company for a period of 1 year or more shall be entitled to 5 days (40 straight time hours) annual sick leave with pay.

Upon completion of the first year of this sick leave plan and thereafter, every such employee who has been employed continuously by the company for a period of two or more consecutive years shall be permitted to accumulate unused annual sick leave allowance to a maximum of 10 days (80 straight time hours) during any two consecutive years.

A doctor's certificate or other reasonable proof of illness shall be required by the company. Sick leave with pay shall be applicable only in cases of bona fide illness or accident and shall be paid in the following manner:

First and second consecutive workdays' absences, no pay.

Third and fourth consecutive workdays' absences, one-half pay each day.

Succeeding consecutive workdays' absences, full pay until sick benefit allowance is used up.

For the purposes of this paragraph, full pay and one-half pay shall mean pay for the regular daily schedule of working hours, for those days which the employee would have worked had the disability not occurred, calculated at straight time or one-half such amount. The waiting periods herein provided before full pay commences shall apply for each illness or accident in case the sick benefit allowance has not been used up in previous illnesses during the same year.

**76. Three-Day Waiting Period; 6 Days' Sick Pay After 1 Year of Service**

Operators, after 1 year of service according to the seniority roster, shall be granted 1 workweek of 6 days with pay to cover lost time on account of bona fide illness. In the event of bona fide illness, the first three consecutive days of any illness shall not be compensated for under this provision. The company may require as evidence of sickness a certificate from a physician approved by the company. Such compensation shall be paid for each compensable day of illness at the same rate provided for each day of vacation pay. Sick leave pay shall be allowed only for regular assigned workdays.

**77. Waiting Period Varies with Length of Illness**

Employees whose eligibility is determined by the schedule below shall be eligible to receive benefits for time lost due to illness or accidental injury.

One sick leave benefit day shall consist of payment for one-half of a regularly scheduled normal day's work at the then current base hourly rate of pay, plus one-half a normal daily portal to portal allowance.

In order to maintain normal sick leave pay when a recognized holiday falls within the regular work schedule of an employee off sick, said holiday shall be considered as a regularly scheduled working day for purposes of computing sick leave pay.

Each employee shall be eligible for a maximum number of sick leave benefit days annually, as indicated below, for each regularly scheduled working day lost due to sickness or injury in excess of 3 days.

In the event the period of illness is,

(1) Five regularly scheduled working days but less than ten,

(2) Ten regularly scheduled working days but less than fifteen, or

(3) Fifteen or more regularly scheduled working days, employees eligible for sick leave benefits shall receive in addition to the schedule outlined above,

- (1) One
- (2) Two, or
- (3) Three

sick benefit days to cover the first, second or third waiting period days, respectively.

### *Discipline for Abuse of Sick Leave*

#### **78. *Malingerer Deprived of Sick Benefits for 1 Year***

In cases of proven malingering, an employee shall be deprived for 1 year of all sick benefits under the plan.

#### **79. *Employees Malingering or Chronically Ill May Be Deprived of Sick Benefits. Disputes Arbitrable***

In case of malingering or chronic illness, the company may suspend this plan as respects any such employee. In the event of any dispute arising in such instance, the case may be referred to arbitration in accordance with the provisions of article —.

#### **80. *Discipline, Including Discharge for Abuse of Sick Leave. Company May Modify or Terminate Plan at Expiration of Contract if Plan Abused***

This [sick leave] plan is to aid employees in meeting their expenses while suffering from illness or accident. Any employee submitting a claim based on a false statement or covering a period during which the employee was not actually disabled will be considered as abusing the sick leave privilege. Any employee abusing this privilege will be subject to disciplinary action including discharge. If it is clearly established that the terms of this plan have been abused, the company reserves the right to modify or terminate the plan at the expiration of this agreement.

#### **81. *Five Days' Suspension for Feigning Illness***

Proof that employee feigned sickness will be cause for 5 days' suspension.

#### **82. *Union to Prevent Sick Leave Abuses***

The union agrees that it will undertake to prevent the abuse of sick leave provisions by the employees.

#### **83. *Union to Discipline Members Abusing Sick Leave***

Any member of the union found guilty of abusing the sick leave provision contained in this agreement shall be subject to discipline not only by the company but also by the union.

### *Exceptions and Limitations to Sick Pay*

#### **84. *No Sick Pay for Illness due to Specified Causes***

Any employee whose sickness is due directly or indirectly to intoxication, or to the use of intoxicants, as a beverage, or to drugs or narcotics, or any immoral conduct, or to injury received by fighting in any place where intoxicants are sold, or other disreputable resorts, shall not be entitled to any sick benefit. All differences of opinion hereunder to be decided by mutual consent of management and union officials.

**85. *No Sick Pay for Illness Starting During Vacation Until 3 Days after Vacation Period Terminates***

If a disability occurs while an employee is on vacation and continues beyond the period of the vacation, disability pay allowance shall be paid hereunder after the elapse of three regularly scheduled working days and only for scheduled working days lost subsequent to the termination of the employee's vacation period.

**86. *No Sick Leave Pay While on Vacation or on Lay-Off***

No employee shall be entitled to receive illness or noncompensable injury benefit while on vacation or while laid off.

**87. *Illness Originating During Leave Not Compensable***

Employees on leave of absence shall not be entitled to receive any pay from the company, and shall not receive benefits under the Disability Benefit Plan or Workmen's Compensation Plan, or compensation for loss of time resulting from injury or sickness originating during such leave of absence.

***Other Paid Sick-Leave Clauses***

**88. *Sick Leave Pool of Specified Number of Hours From Which All Employees Take Leave. One-Half of Unused Balance Credited to Next Year's Pool. Improper Withdrawal Grounds for Disciplinary Action***

The company will permit leaves of absence without pay roll deduction, at regular hourly rates, for bona fide illness not exceeding 1,100 workdays for all employees covered by this contract as a unit. All absences taken under this section shall be charged against this pool and upon its exhaustion no further leaves, without pay roll deduction, will be allowed. This pool will last 1 year from the date of execution of this contract. At the expiration of the first 6 months the company will add to the pool 5 days for each employee eligible thereto over the number of employees eligible at the start of the year. The company will upon request not oftener than every 60 days, advise the duly authorized officers of the union empowered to receive such information the number of unused workdays remaining in such pool. At the expiration of the full year if there remains in said pool any unused time, one-half of such balance will be added to the next year's allotment. Eligible employees may draw on such pool for the time lost on compensable accidents only to the extent necessary to bring their total compensation during such absences equal to, but not in excess of, their regular hourly rate for their regularly scheduled time lost. The union will advise the company of withdrawals from such pool for purposes other than bona fide illness and such improper withdrawal will be considered as grounds for disciplinary action by both the union and the company.

NOTE: This agreement covers about 150 employees.

**89. *Total Sick Pay for All Company Plants Not to Exceed 1 Percent of Pay Roll of Covered Employees***

The company agrees to maintain at its expense the disability [benefit] plan set forth in schedule . . . subject to the following limitations:

The total of the benefits paid at all of the plants and branches of the company and its subsidiaries included in the plan, wheresoever located, in a fiscal year shall not exceed 1 percent of the total of the pay roll of the covered employees at all such plants and branches and subsidiaries, wheresoever located, and the company shall have the right, at any time, to make

such changes in the plan as it may deem necessary to operate it within said limitation.

**90. *Unused Sick Leave Paid For at End of Calendar Year***

During each calendar year, each employee who has been in the employ of the company for a continuous period of 1 year or more since the date of his most recent employment by the company shall be granted 1 day's paid sick leave for each 4 calendar months' service during the contract year. A day's paid sick leave shall consist of the employee's basic wage for an 8-hour day.

If an employee is absent because of sickness during the contract year he shall, upon supplying the company with satisfactory evidence of such sickness, be entitled to receive all sick leave pay accumulated to the date of such notification within 2 weeks after such notification. Any sick leave pay not paid during the contract year shall be payable at the end of such year, even though the employee was not sick, provided he has remained in the employ of the company until the end of the contract year.

**91. *Unused Sick Leave Added to Vacation***

Employees on the seniority list for 2 months shall receive 1 day and then 1 day for each additional month until at 6 months or more they shall receive 5 days with pay each year. If in any year, an employee will not consume the full 5 days' sick leave, the unconsumed period shall be added to their vacation.

**92. *Five Days' Accumulated Sick Leave Added to Vacation After 5 Years' Service***

After 5 years of continuous employment, employee may draw not more than five consecutive days of his accumulated sick leave, if any, for additional vacation to be taken at any time throughout the year as specified by the employer.

**93. *Payment of Sick Leave Allowance on Termination of Employment Due to Physical Disability***

If a regular employee is required to leave the service of company because of physical disability, he shall on severance of employment be entitled to an allowance which shall be the equivalent of the sick leave to which he would be entitled under the provisions of section 1 and 2 hereof.

**94. *Unused Leave Paid to Heir on Death***

There shall be granted to all employees upon completion of 30 days' employment with the same employer, sick and accident leave of not less than 6 days per annum with pay. These 6 days per annum shall be earned at the rate of one-half day per month, and shall accumulate from year to year to a maximum of 20 days. Any time so earned, but not used, shall be paid to the beneficiary of the employee in case of death. It shall be the responsibility of the union and the employer to enforce this paragraph in order to prevent abuses of this privilege. The union agrees to investigate all cases contested by the employer. Abuse of this privilege shall be cause for immediate discharge.

**95. *No Pay for Unused Sick Leave***

Sick leave allowances shall not be convertible to cash bonus.

**96. *Company Sick Benefit Plan Subject to Changes***

Employees absent from their work because of illness or accident will be entitled to benefits in accordance with, but subject to the terms and provisions of, the disability benefit plan adopted by the company and currently in effect, and subject to any modifications or changes which may be made in said plan from time to time.

**97. Sick Leave Pay on Individual Case Basis: One-Year Service Requirement**

The employer will follow its past policy of granting reasonable sick leave compensation to the employees who have been in its employ for a period of 1 year from their starting date as listed in the contract. Such privilege may be revoked in any instance where the employee is found to abuse such privilege.

**98. Union May Raise Grievance on Company Pay Policy for Absence Due to Personal Emergencies**

When inequalities are believed to exist in the handling of the company policy which provides time off with pay for regular employees who are absent because of personal emergencies, such as severe illness or death in the family, etc., the union shall be entitled to file a grievance. It is understood and agreed that an employee shall be required to inform the appropriate supervisor as to the reason for any absences in order that the company may determine whether or not pay shall be sustained for all or part of such absences.

**99. Employer May Require Medical Examination by Own Physician Prior to Payment**

Each employee must support his claim for "sick pay" allowance with proper medical evidence and the employer reserves the right as a condition of payment hereunder to have an examination made and treatment checked by a physician of its own selection.

**100. Pay for Balance of Working Day If Excused for Personal Illness**

An employee who reports to work and is excused for personal illness, shall be paid for the remainder of the tour. This provision shall not operate to limit payments for full tour absences.

**101. Maximum of 8 Hours' Pay for Authorized Visits to Doctor in Occupational Disease Causes**

Any employee who, in the course of or arising out of his employment, is injured or contracts an occupational disease, as defined by article I, section 108, of the Pennsylvania Occupational Disease Act, shall receive his or her regular time or day rate for any time lost while receiving treatment at the office of a doctor provided the employee has been authorized to leave the plant, for treatment at a doctor's office, by the plant nurse. It shall also be required that the injured or diseased employee, in order to receive pay for lost time, shall return to work after treatment at the doctor's office. No exception shall be made to this provision except when the employee has been advised by the doctor in writing not to return to work on that day. Under no circumstances, however, shall the pay for the time lost exceed 8 hours' pay at the regular time or day rate.

## *Maternity Leave*

The purpose of maternity leave clauses is twofold: (1) To assure safe work for women during pregnancy and (2) to protect the expectant mother against discharge, and loss of her seniority standing during her absence, and to preserve her reemployment rights if she is ready to return to work within a reasonable time after childbirth.

Many agreements allowing for leave of absence for illness or other good cause may be presumed to cover maternity. However, where the allowable period of absence for illness without loss of seniority is rela-

tively brief, maternity leave is effectively precluded. In addition, such general leave clauses do not, in the absence of an established plant policy, assure safe work to pregnant women.

Most of the maternity leave provisions do not provide pay benefits, as in the case of sick leave. In a few agreements, however, compensation is granted for a limited period and any additional absence is payless; in others, maternity leave may be charged to paid vacation or paid sick leave benefits. Medical and other expenses in connection with childbirth are covered under the health benefit plans included in some agreements. (See forthcoming bulletin on Health, Safety and Employee Benefit Plans.)

As in the case of leave for other reasons, seniority may be frozen as of the date of leave or may accumulate for the entire period or for only part of the period. Some agreements leave uncertain the seniority status of women on maternity leave.

Permissible period of absence for maternity leave varies greatly. Under some agreements, an employee must take leave for a specified period before and after the expected date of delivery, with extensions permitted when necessary; other agreements merely indicate the amount of leave permissible.

### Leave With Pay for Limited Period

#### *102. Maternity Leave with 4 Weeks' Pay; 1-Year Service Requirement*

Maternity leave of at least 6 months shall be granted, with 4 weeks' pay if the employee has been continuously in the employ of the [employer] for 1 year or more.

#### *103. Maternity Leave with 6 Weeks' Pay under Disability Benefit Plan; 1-Year Service Requirement*

In cases of pregnancy any employee with one or more years of service will be granted a maximum of 6 weeks of full pay calculated in accordance with the provisions of the [disability benefit] plan.

#### *104. Maternity Leave with Double Vacation Pay*

The [employer] shall continue in accordance with its present policy to grant maternity leaves of absence of at least 6 months to female employees (including part-time employees), except military absentees and temporary employees hired for any purpose other than to replace a military absentee, who shall become pregnant after having been in the employ of the [employer] for 12 months after the date when they were last hired by the [employer]. Confinement for pregnancy shall not be deemed to be a cause for dismissal.

An employee who shall be granted a maternity leave of absence in accordance with the provisions of section 1 of this article shall receive, at the beginning of such leave, vacation pay for any vacation to which she shall then be entitled under the provisions of article . . . of this agreement plus a maternity allowance equal to the amount of such vacation pay or, if she shall not then be entitled to a vacation, equal to the amount of vacation pay received by her during her next previous vacation.

If an employee who shall be granted a maternity leave of absence in accordance with the provisions of section 1 of this article shall fail to return to work upon the expiration of such leave of absence, she shall be deemed to have voluntarily terminated her employment.

**105. *Limited Accumulated Unused Sick Leave Pay Given on Return to Work After Pregnancy. Two Years' Service Requirement***

Employees with two or more years of service shall be entitled to maternity leave of 4 to 6 months without pay at the option of the employee. Vacation accrued during the current year may be taken as part of the maternity leave or as a supplement to it at the option of the employee after consultation with the employer. If and when the employee returns to work she may receive compensation not to exceed 3 weeks' pay for unused sick leave accumulated prior to her maternity leave. The employer will give special consideration to a request for maternity leave to anyone employed more than 1 year but less than 2 years. Maternity leaves must begin not later than the beginning of the seventh month of pregnancy. The employee shall notify the employer of the date of her return 1 month before she expects to resume work.

**106. *Bonus of 1 Week's Pay. Five Years' Service Requirement. Beginning and End of Leave Specified***

Expectant mothers with 5 years or more of service with the employer who report their pregnancy within 6 months prior to birth will receive a leave of absence of not more than 12 months without pay. Such leave of absence shall begin not less than 5 months before birth and end not less than 7 months after birth. Where leave of absence is taken such employee shall not lose seniority which was acquired before the beginning of such leave of absence. All employees applying for such leave of absence and having been employed with the employer for a period of at least 5 years shall receive 1 week's pay at the time of commencing such leave of absence. Such pay shall be based on average straight-time earnings for the 6 weeks immediately preceding such leave of absence.

## Leave Without Pay

### *Duration, Commencement, and Termination of Leave*

**107. *U. S. Women's Bureau Recommendations Followed on Maternity Leave***

The company shall allow adequate maternity leave before and after childbirth for all female employees, as recommended by the Women's Bureau of the United States Department of Labor.

**108. *Maternity Leave for "Reasonable" Time***

Leave of absence will be granted to female employees for a reasonable length of time to permit adequate confinement and recovery after the birth of the child.

**109. *Minimum and Maximum Periods of Leave Specified. Seniority Cumulative During Minimum Period***

Female employees who may become pregnant shall be allowed a leave of absence for a minimum period of 6 months and a maximum period of 1 year. The leave of absence of any such female employee shall commence within 3 to 6 months after she becomes aware of her pregnant condition and shall end within 3 to 6 months after the date of childbirth. The first 6 months of any such absence from service shall not be deducted in determining the total length of service with respect to seniority.

**110. *Maximum Leave—Two Years***

Leaves of absence shall be granted for not more than 2 years for the following reasons:

Pregnancy—for the duration of the pregnancy and for such reasonable time thereafter as would enable the employee to work with safety to herself and her child.

**111. *Maximum Leave—Eighteen Months. No Return to Work Until 6 Months After Delivery***

Female employees who desire it, may, by applying in writing, get a maternity leave of absence for a period not to exceed 18 months. Such leaves of absence shall be approved by the shop committee and the management. In no case will the party be allowed to return to work until 6 months after delivery.

**112. *Maximum Leave—Five Months. Starting and Termination Dates Specified***

Leave of absence for pregnancy shall not be for more than 5 months. Any employee requesting such leave of absence shall furnish a physician's statement of the date of the expected childbirth, and shall then be granted leave beginning 3 months before and ending 2 months after that date.

**113. *Minimum Maternity Leave—Two Years***

Any woman who has completed 1 year of service and who shall leave the services of the company on account of pregnancy shall be entitled to a "maternity leave" in lieu of termination pay as provided herein.

Such maternity leave shall begin upon the date such employee shall leave the employment of the company and shall continue for a period of 2 years thereafter.

**114. *One-Year Maternity Leave; Option of Prior Return***

An employee may obtain a maternity furlough for a period of 1 year with option of prior return.

**115. *No Time Specified for Commencement of Maternity Leave***

A senior employee [those with 6 months' continuous service] who becomes pregnant will be given a leave of absence at any time during pregnancy on doctor's recommendation and extending for 4 months after the birth of the child. Extension of the leave may be made in cases where the employee's physical condition does not permit return to work, providing the claim is supported by satisfactory evidence. Seniority shall accumulate during this period but for no longer than 1 year.

**116. *Commencement and Duration of Maternity Leave at Discretion of Employer***

Maternity leaves, not exceeding 12 months, shall be subject to the determination of the employer as to time of commencement and duration. In no event will any female employee be permitted to return to work before 3 months after the bearing of a child and then only with her doctor's written consent and approval of the employer's medical department.

**117. *Company and Private Physicians to Determine Commencement and Termination of Leave***

Any woman employee who becomes pregnant will, upon request, be granted a leave of absence. The medical division of the company, after consultation with the employee's physician, will determine when, prior to confinement, such leave of absence should commence and when, after confinement, the employee is physically able to return to work.

**118. *Company and Union Designate Date When Maternity Leave Begins. Seniority Cumulative for 1 Year***

An employee may be granted a leave of absence upon presentation of a certificate from her physician denoting pregnancy. The company and the union shall designate the date upon which a pregnant employee shall be required to commence leave of absence. Within a 4-month period after childbirth, she shall report to the personnel department with a doctor's certificate stating the date of birth and declaring her physical fitness to resume work. Extension of the leave may be granted in cases where the employee's physical condition does not permit her to return to work providing the claims are supported by a doctor's certificate and made 1 week prior to termination of her leave.

Seniority shall accrue during this period but in no case beyond 1 year.

**119. *Maternity Leave Not to Exceed 4 Months After Birth. Medical Evidence Required for Extension. Seniority Cumulative Up to 1 Year Only***

An employee who becomes pregnant will be given a leave of absence extending for 4 months after the birth of the child, upon presentation of a doctor's release. Extension of the leave may be made in cases where the employee's physical condition does not permit return to work, providing the claim is supported by satisfactory evidence. Seniority shall accumulate during this period but for no longer than a year.

**120. *Extension of Maternity Leave Permitted for Good Cause***

In maternity cases the leave of absence shall be for not more than 9 months, subject to extension for good cause shown.

**121. *Extension of 1 Year Maternity Leave Limited to 60 Days***

In cases where maternity leave is granted, seniority will not be affected nor job considered permanent vacancy provided such leave is not for more than 1 year duration. In maternity cases, if at the expiration of 1 year's leave, the health of the mother or the child will not permit the mother to return to her job, she may receive an extension of leave of absence by presenting the company with a doctor's certificate stating that the physical condition of the mother or the child will not permit her to return to work, provided such extension shall not exceed 60 days. If any leave extends for a longer period than above provided for then such persons will not be considered an employee of the company.

**122. *Company Doctor to Verify Fitness to Return to Work After Delivery. Extension of Leave Mutually Decided by Company and Union***

Any female employee whose pregnancy is confirmed by her physician shall, upon request, be granted a leave of absence without pay for a period commencing not less than 6 weeks before delivery and ending not more than 2 months after delivery. The fitness of any such employee to return to work shall be confirmed by a company physician and if any extension of such leave is advised the leave of absence will be extended for a period mutually agreed upon by the company and the union.

**123. *Shorter Maternity Leaves Subject to Decision of Personal and Company Physicians***

In exceptional cases, employees may be permitted to work until 2 months prior to date of confinement, or may return to work sooner than 2 months following delivery provided their personal physician certifies they are able to perform their regular work assignment, and the plant physician concurs.

**NOTE:** Usual maternity leaves extend from 3 months prior to expected date of confinement until 2 months following delivery.

**124. *Employee Option to Return Prior to Termination of Maternity Leave; Employee to Give "Sufficient Notice" of Intent to Return***

A maternity furlough shall be granted for a period of 1 year, with option of prior return, and shall have seniority accrual pursuant to article 7, section (d) [seniority]. Employees exercising the right to return to duty prior to the expiration date of furlough may be required to give the company sufficient notice to permit adjustment of force in accordance with the provisions of this agreement.

***Seniority and Other Rights During Pregnancy and Maternity Leave***

**125. *Seniority and Other Specified Rights Cumulative. No Dismissal Pay for Illness During First Year After Return***

At the request of the employee, maternity leave up to 12 months shall be granted without pay to an employee of 1 year or more of service with the [employer]. During such leave, the employee shall accumulate severance pay, sick leave, vacation, experience rating or other credits. An employee returning from maternity leave shall not, during the year following her return, be allowed severance pay under (b) hereof because of any illness claim resulting from maternity.

**126. *Seniority Cumulative During Leave; Rights to Promotion Opportunities During Maternity Leave Forfeited***

An employee who is granted a maternity leave of absence will continue to accrue seniority during the period of such leave, but will not be entitled to any promotions or move-ups which occur during the period of such leave.

**127. *Seniority "Maintained" During Maternity Leave, Limited to 9 Months***

Female employee in case of maternity shall be entitled to a leave of absence not in excess of 9 months as they may choose, maintaining their seniority rating.

**128. *Employee Restored to Previous Job on Return***

All female employees shall be granted leaves of absence for a period not exceeding 1 year for maternity reasons. Said female employees shall be restored to their previous jobs upon their return to work.

**129. *Employee on Maternity Leave Placed on Preferential Hiring List Provided Request Made Within 6 Months After Birth. Four-Month Trial Period on Reemployment to Gain Seniority Status***

Whenever an employee leaves the employ of the company to give birth to a child, and such employee reports to the employment office within 6 months after such birth that she desires to be re-employed, she will be placed on a preferential hiring list and upon opening in her old department, the company will re-employ such employee and after a trial period of 4 months if such employee suitably performs the job, she will be restored to her position on the seniority list.

NOTE: The general leave of absence clause in this agreement allows leave "of a specified length of time" for union duties or activities and "other reasonable cause" on "written permission of the general superintendent, without losing seniority." A maximum of 1 year's leave is specified under this section.

**130. *Special Working Conditions for Pregnant Employees***

The following provisions shall apply to employees who become pregnant:

Whenever an employee shall become pregnant, she shall furnish the company with a certificate from her physician stating the approximate date of delivery, the nature of the work she may do and the length of time she may continue

to work. Thereafter, upon the request of the company, she shall furnish an additional certificate containing like information every 30 to 45 days.

She shall be permitted to continue to work, in suitable employment, in accordance with her physician's recommendation; and she shall be allowed to work until 2 months before the expected date of delivery, if her physician certifies that she is able to continue working.

She shall not be employed on the midnight shift; nor more than 8 hours a day nor more than 48 hours a week; nor at any work requiring heavy lifting, or continuous standing or moving about, or other work listed as hazardous for pregnant women by the Children's Bureau and the Women's Bureau of the U. S. Department of Labor; and she shall be allowed a 15-minute rest period during each half of the work shift.

Whenever she is required to interrupt her employment upon the advice of her physician, she shall be immediately granted a leave of absence until she is able to return to work. Upon presentation by her of a certificate from her physician that she may return to work, she shall be so returned, and her seniority shall accumulate during the period of such leave of absence.

She may return to work after delivery upon the presentation of a certificate from her physician that she is able to work. Upon her return she shall be placed in suitable employment in accordance with the recommendation of her physician.

Upon the expiration of a period of 2 months after delivery, the company shall have the right to require a physician's certificate in support of her request for a continuation of her leave of absence, at intervals of not less than 30 days.

It is understood that these clauses applying to employees who become pregnant shall not be construed to deny or restrict, but shall be deemed to enlarge any rights (including right involving leaves of absence or light employment) to which they may be entitled under any other provisions of this contract.

**131. *Pregnant Employees May Continue Working Only With Written Consent of Doctor. Light Work Furnished, If Possible***

Female employees shall be entitled to 1 year's maternity leave of absence without pay, without loss of seniority. In cases of pregnancy, the employee will only be allowed to continue at her work subject to a written approval of her physician, and all such employees shall notify the personnel director 3 months after conception. The company will do its utmost to place such employees on light work.

**132. *Pregnant Employees Transferred to More Suitable Employment If Circumstances Warrant. Pregnancy No Cause for Denying Employment During Pregnancy or Reemployment After Delivery***

The company and the union both desire that everything possible be done to protect the health of female employees during and after pregnancy. Every female employee becoming pregnant shall immediately report that fact to the supervisor of the \* \* \* company medical department. The supervisor of the medical department will then consult the employee's personal physician and make mutual arrangements for the employee to remain at work, provided that it is her desire, for such time as shall be consistent with the condition of her individual health and welfare. Written certificates as to her condition may be required from the attending personal physician. The supervisor of the medical department will inform himself of the nature and suitability of the job at which such employee is working and if the circumstances warrant, shall arrange for her transfer to other and more fitting employment. During the employee's absence for confinement she shall be given leave of absence without loss of seniority, and placed on the inactive list. Subject to a proper consideration for her own welfare and

the recommendations of the company's medical supervisor and of her personal physician, no female employee who becomes pregnant shall, for that reason alone, be denied employment during pregnancy, nor be denied re-employment upon return after her delivery.

**133. *Maternity Leave Limited to Married Women***

Leave of absence without loss of seniority will be granted to married women for a period not in excess of 1 year in case of pregnancy, provided that in such case the leave of absence must be taken and commence at least 6 weeks before birth of the child, and provided that such employee shall not return to work without her doctor's written consent, and in no case sooner than 3 months after the birth of the child.

### *Leave for Union Business*

It is fairly general practice in collective bargaining to provide for leaves for union business without loss of seniority to workers.

Leave of absence provisions for union business fall in two categories: Long-term absences to union officials for the purpose of carrying on full-time union duties, either at the national or regional level; or short-term absences for the purpose of attending State, regional, or national conventions or to take care of special union business. A member of a union elected or appointed to a full time union office is usually granted leave for 1 year with renewal privileges, or the leave may be for the term of office, or for an indefinite period. Short-term absences are usually granted for a 30-day period.

Agreements with such clauses often limit the number of employees who will be eligible for such leaves or who may be absent at one time; limit the duration of leaves or the total accumulated time allowed for leaves during a year; and set limitations on the type of business for which such leaves are granted. There may also be a minimum service requirement before an employee is allowed extensive leave.

Seniority is usually cumulative during all authorized periods of absence, and some agreements define exactly the status of a returned employee by specifying clearly how he is to be reinstated in his job and how the effect of pay increases which were granted during his leave are to be applied. Other agreements, however, are vague on these points and merely indicate that seniority is retained during the absence. Seniority may accumulate during short-term leaves and be frozen as of the date of commencement of long-term leaves.

**134. *Leave for Union Conventions, Full Time Union Office or Other Union Activities: No Limit on Duration of Leave***

The employer agrees that employees will be allowed the necessary period of leave, without pay, to attend conventions, to hold full-time office in the union or to perform other duties for the union.

**135. *Leave for Union Business: No Limitations***

Any member of the union who is required to attend a union function or perform other duties on behalf of the union, necessitating a leave of absence, shall, upon

application in writing to the personnel department, be granted such leave of absence by the company.

**136. *Leave for Full Time Union Office. Limit on Number Allowed Leave and Term of Leave. No Seniority Cumulation***

Not more than two employees who accept full time positions with the local or international union or the State or National C. I. O. shall be granted leaves of absence at one time and not in excess of two calendar years. The employees accorded such leaves of absence forfeit all employee rights and privileges except the right to be reinstated in their former positions after passage of physical examination with the seniority they had accumulated to the date they took such leaves of absence.

**137. *Leave for Union Business: Limits on Duration; Number of Employees Absent at Same Time; Number of Leaves in Year***

Employees covered by this agreement elected as delegates to a union convention or meeting, requiring a temporary leave of absence, will, upon written application made to the company 3 days prior to the date of the requested leave be granted a temporary leave of absence without pay, provided said leave does not interfere with production requirements, said leave of absence shall not, however, exceed 10 days in duration and shall not be granted to more than 5 employees at any one time for the same period and not more than a total of 10 such individual leaves of absence shall be granted during the year.

**138. *Leave Granted for Union Conventions. Forty-Eight Hours' Notice of Names of Delegates***

Delegates to the annual and biennial conventions of the union shall likewise be afforded time off, without pay, to attend such conventions, provided the union shall give the names of such delegates to the company, together with the beginning of the time that they shall be absent from their work, at least 48 hours in advance.

**139. *Leave for Term of Union Office to 3 Employees. Seniority Cumulative***

Employees, not exceeding three in number, accepting full time jobs as union representatives, shall be given a leave of absence for a period not exceeding their term of office without loss of seniority rights and with the privilege of reinstatement to their former or equivalent positions upon expiration of such leave at the then prevailing rate of pay.

It is understood that an employee will, upon application, be reinstated to his former or an equivalent position at the termination of the leave of absence at the then prevailing rate for the work performed provided the employee has seniority rights and is able to perform the work.

Seniority shall accumulate during all leaves of absence provided for above.

**140. *Number of Permissible Absences Graduated According to Size of Plant***

Any 5 employees called for organization work for the union, provided such employees have been off of the job for a period of not more than 13 months, shall not lose their seniority rights on the job, providing that only 1 employee be taken from a plant employing under 25 employees and that not more than 2 employees be taken out of a plant who operate between 26 and 50 employees and further that not more than 3 employees be taken out of any one plant in such plant where they employ between 51 and over and further that not more than 1 employee be taken out of any one department.

**141. *Two-Year Leave for Full Time Union Office. Must Return to Work for 1 Month Before Extension Will Be Granted. Seniority Cumulative***

The company agrees to grant a regular furlough to any employee required to devote his full time to union activities, but in no case to extend beyond a period of 2 years. Employees thus furloughed will continue to accrue seniority during the life of the furlough. If at the expiration of the 2-year period the employee is to continue in his position with the union, he must return to the employ of the company for a period of 1 month, unless the company at that time waived this requirement, before a new furlough will be issued. The company shall be given 2 weeks' prior notice before any such furlough is to begin and shall be given 2 weeks' prior notice before the furloughed employee is to return to work.

**142. *One-Year Leave for Full Time Union Office; Extension by Mutual Agreement. Seniority Cumulative***

Any employee elected or appointed to office in the [union, local], which office takes him away from his regular employment in the plant, shall, at his request receive a written temporary leave of absence for a period not extending beyond 1 year. Such leave of absence may be extended by agreement between the parties. Upon expiration of his office, if before such leave of absence has expired, he shall be re-employed at the work which he last did in the plant, with full accumulated seniority providing that with such seniority there is such work in the company's plant, or, if his old job is not available, he shall be re-employed in accord with his full accumulated seniority at work which he is capable of doing.

**143. *Indefinite Leave for Full Time Union Office***

Employees accepting full time employment with the union or on special assignments in the interest of the company shall be granted an indefinite leave of absence by the company. The employee selected as system general chairman shall have all employee benefits (except salary and workmen's compensation insurance) continued in effect during his leave of absence. Under such leaves the employee shall retain and continue to accrue seniority.

Employees hereunder returning from an authorized leave of absence, or extension thereof, will be returned to the job held when the leave was granted. If the job no longer exists, he may exercise his seniority at the point where previously assigned.

**144. *No More Than 3 Employees Granted Leave at One Time***

The employer agrees to grant a leave of absence to union employees, not to exceed three in number at any one time, who have been duly selected to attend to official union business, for a period of 90 days, the total time not to exceed 6 months.

**145. *Reinstatement Rights Cover Employees Selected for Full Time Union Jobs in Past. Must Request Reinstatement Within 30 Days and Pass Physical Examination***

Any regular employee of the company, a member of the union covered by this agreement who has been, or who may in the future be elected to or appointed to a full time office in the union (local union, or international), shall upon his retirement in good standing from said office be reinstated with full seniority rights in the section of the company in which he was formerly employed, provided he presents himself for reinstatement within 30 days from the date of his retirement from said office, and provided the medical examination does not indicate that he is physically or mentally unable to perform the work required.

**146. *Employee Returning from Union Leave Receives Wage Increases Granted During Absence***

Any employee elected to permanent office or as a delegate of any union activity necessitating a leave of absence not to exceed 1 year, shall be granted such a leave of absence without pay, and shall, at the end of his term in the first instance, or at the end of his mission in the second instance, be reinstated on his job at his former rate of pay, plus any increase which may have become effective during his absence.

**147. *Employees Must Agree to Demotions Necessary to Make Room for Workers Reinstated After Leave for Union Job.***

It is further agreed that any employee of the company who resigns to accept a position in the local union that will require him to absent himself from duty to the company, shall at the expiration of his term of office be reinstated to his former position including all his seniority time and rights as of date of leaving the service of the company, provided he is qualified and able to perform the work. It is understood that in case of return of such a man, other men below him on the seniority list will consent to such demotions as are necessary to make room for him. In case of lay-offs, time served as a representative of the local union, in lieu of time worked for the company, shall be considered as time worked for the company.

### ***Requirements as to Notice and Approval***

Employees desiring a leave of absence usually are required to give prior notice. The notice period may or may not be specified. Frequently, too, the notice must be in writing. Workers absent because of sickness or other unforeseen emergency are generally excused, but they are usually required to notify their employer as soon as possible. Employees on sick leave may also have to give advance notice of their anticipated return so that the employer can arrange work schedules properly. During extended sick leaves, workers may be required to notify their employer at specified intervals, particularly if an extension of leave is desired.

Leaves of absence for only a short period are often authorized by an employee's immediate superior but longer absences may need the approval of top management officials. Under some agreements approval by the union, as well as by management, is necessary to the granting of a leave.

An employee whose request for leave is rejected is permitted, in some instances, to appeal through the grievance procedure. In other cases, however, the employer's decision on leave is accepted as final and binding and, therefore, not subject to action under the grievance or arbitration procedure.

### **Notice Requirements for Formal, Extended Leave**

**148. *Written Request Required; Amount of Notice Not Specified***

Whenever operating conditions permit, an employee may on written request be granted a leave of absence without pay for a period not to exceed 30 days.

If conditions justify, the employee may request an extension of this leave of absence for an additional period not to exceed 30 days.

**149. *Two Weeks' Notice of Leave Required***

Leaves of absence covered by this clause must be requested 2 weeks prior to the date on which the leave of absence is to begin.

**150. *Written Request at Personnel Office for Leave Exceeding 7 Days; Copy of Leave Request Furnished Union***

An employee wishing to secure leave of absence of more than seven working days' duration shall request same from the overseer of his or her department and shall sign a written request for such leave at the company's personnel office. The personnel office shall promptly furnish the shop committee of the union a copy of the leave request and a statement of his decision if said leave is granted. The request shall state the purpose for which such leave is requested and the period for which such leave is desired, which shall not exceed 30 days except in cases of pregnancy or illness, in which cases leaves of absence will be granted for a period which shall not exceed 12 months. When an employee plans to be absent for less than 7 days he should advise his supervisor. This notification need not be in writing.

**151. *Requests for Leave Signed by Management and Union; Copies of Approval Given to Employee and Union***

All leaves of absence forms must be signed by the employee and approved by the director of industrial relations or his duly authorized representative and a member of the bargaining committee, and an approved copy of the leave of absence application will be furnished to the employee and the union.

**152. *Leave Grants, and Duration of Leave, at Company's Discretion***

The granting or refusal of leaves of absence, as well as the period of time for which leaves of absence shall be granted, shall be decided by the company, except that it is agreed that due consideration will be given to the reasons presented by the employee, as well as to the efficient operation of the plant.

**153. *Leave at Discretion of Authorized Company Representative. Union to Receive Copy of Request and Copy of Decision on Leave***

An employee may at the discretion of the authorized representative of the company be granted a leave of absence, providing a written request signed by the employee, specifying the reasons therefor, is submitted to the personnel department, at least 1 week in advance. The union shall receive a copy of any request for a leave of absence, together with a copy of the decision made by the authorized representative of the company. Seniority shall not accrue during a leave of absence, except that in exceptional cases and subject to the discretion of the authorized representative of the company a leave of absence may be granted up to 2 weeks without loss of seniority.

**154. *List of Factors Governing Approval or Denial of Leave***

Requests for leaves of absence shall be made in writing by filing the "request for leave of absence" on a form provided by the company and be approved by the department foreman and personnel department. Approval or denial of request shall be based on (a) Length of continuous company service; (b) Reason for leave; (c) Length of leave; (d) Effect of leave on departmental production; and (e) Availability of a temporary substitute. A request which is denied by either the department foreman or the personnel department may be processed through the regular grievance procedure.

**155. *Foreman May Approve Leave up to 15 Days; Extended Leaves Subject to Approval by Personnel Department***

Supervision has the authority to grant a leave of absence except in cases of illness or injury, up to 15 days. Such leave must be in writing. If circumstances require that arrangements for such leave be made by telephone, the employee should confirm his request at once by addressing a letter to his supervisor.

The supervisor shall then make out the proper written authorization for the leave. If circumstances are such that the employee cannot contact his foreman for a definite leave of absence but he writes a letter to his foreman without delay, and requests a definite leave of absence, every reasonable consideration will be given to his request.

Leaves of over 15 days but not in excess of 90 days can be arranged only through the personnel department, by supervision. Such leaves must be in writing. The regular physical examination given to the employee returning from a leave of absence shall be for the purpose of calling the attention of the employee to a physical defect or shortcoming and to keep from resuming work an employee having an infectious or a contagious disease.

**156. *Leave Subject to Approval of Labor Manager***

Leave of absence may be granted at the option of the management, at the request of employees to their foreman, for reasons satisfactory to the management and only for the period specified in the written leave and in accordance with the conditions written in the leave. All leave of absence and any extension of them must be approved by the labor manager.

**157. *Leave Granted at Discretion of Manager or Superintendent***

Any employee may be granted leave of absence without pay at the discretion of the manager or superintendent, with the assurance of old position and rights upon return.

**158. *Sick Leave Granted Automatically; Other Leave Discretionary***

An employee who is ill, who so notifies the personnel department, and whose claim of illness is supported by satisfactory evidence shall be granted sick leave of absence automatically and without loss of seniority.

Any employee desiring leave of absence shall apply to his departmental superintendent, who may grant a leave of absence not to exceed 30 days, without loss of seniority. Such a leave of absence upon a showing of reasonable necessity may be extended. In the event any leave of absence or extension thereof is denied, it may be presented as a grievance.

**159. *Joint Approval of Leave by Employer and Union Required***

All leaves of absence must be agreed to by both the employer and the shop committee of the union. The employer must grant a leave of absence without pay for 30 days. Said leaves may be extended for additional 30-day periods, provided such leaves and extensions are approved by the union. Should such leaves be granted the employer shall notify the employee and the union in writing.

**160. *Joint Union-Management Approval Required for Leaves Over 10 Days***

All applications for leaves of absence shall be in writing signed by the employee and made to the company. Applications for leaves of absence in excess of 10 working days shall not be granted except with the mutual approval of the company and the union. No leave of absence will be granted for an employee to work for any other employer; provided that leaves of absence will be granted for an employee to engage in service or employment by the union.

**161. *Union Notified Before Leave Granted***

Leaves of absence may be granted employees for periods not exceeding 1 year for reasons deemed sufficient by the company. Employees on such leaves of absence shall continue to accumulate seniority rights. The union shall be notified before such leaves of absence are granted.

**162. *Weekly Notice to Union of Leaves Granted***

The company shall notify the union in writing once each week of any leaves of absence granted to employees during the preceding week.

**163. *Denial of Leave Request by Foreman Subject to Grievance Procedure***

A leave of absence may be granted seniority employees for personal reasons, not to exceed 30 days. Such leaves are subject to the approval of the applicant's foreman, and they may be renewed providing extenuating circumstances exist. If leave is denied by the foreman, it shall be subject to appeal through the grievance procedure.

**164. *Grievances Over Leave Requests Subject to Arbitration***

The refusal to grant a leave of absence for the above specified or other reasons, or discrimination between employees in the granting or refusal of leaves of absence, shall be subject to the grievance procedure and arbitration clauses of this agreement.

**165. *Denial of Request for Leave Over 2 Weeks Not Arbitrable***

A request for leave of absence in excess of 2 weeks which has been denied may be submitted to the grievance procedure but not to arbitration.

**166. *Extension Must be Requested Before Leave Expires***

If an extension of leave is desired, application for the extension shall be made in advance of the expiration date. Extensions of leaves of absence shall be for periods of not more than 30 days.

**167. *Employer May Cancel Leave for Just Cause***

All leaves of absence may be canceled by the employer for just cause and, if canceled, the employer shall send to the employee a written notice of recall according to the terms of article XIII.

**NOTE.**—Article XIII provides for termination of employment upon failure to return to work within 10 days after written notice of recall.

**NOTICE REQUIREMENTS FOR EMERGENCY ABSENCE OR ILLNESS****168. *Notice to Company Within 48 Hours of Illness***

Each employee must notify the company immediately, but not more than 48 hours, after he has knowledge that he will be unable to report for work on account of illness.

**169. *Employee Responsible for Notifying Supervisor of Inability to Report for Duty***

An employee hereunder prevented from reporting for duty shall promptly notify his immediate superior, giving the reason for his inability to report for duty. The responsibility for making sure that the employee's immediate superior is promptly notified is the responsibility of the employee who is prevented from reporting for duty.

An employee hereunder shall not be absent from duty without prior permission in writing, except for reasons of sickness, injury or other cause beyond the control of the employee.

*170. Graduated Penalties for Unexcused Absence from Work*

Any employee not on leave of absence is expected to report for work on his or her job any day their job runs (Saturday and Sunday included) unless a reasonable excuse is submitted. Failure to do so shall incur upon first violation, a lay-off of 1 day and upon second violation a lay-off of 1 week and upon third violation shall be discharged. (Each day shall constitute a separate offense.) When an employee cannot report for work due to proved sickness or unavoidable cause, he or she shall make every effort to notify plant officials personally or through another party beforehand of his or her inability to report for work. Proven misrepresentation of facts shall be just cause for dismissal.

*171. Employee Failing to Give Proper Notification Put on Probation While Matter Being Investigated*

Any employee who finds it necessary to be absent from work by reason of illness or other emergency shall notify the company prior to or during his next regular shift unless providentially hindered from reporting, such notification to constitute application for leave of absence. Employees failing to do this shall work for no more than 6 days on probation while the matter is being investigated. The overseer may take up to 3 days to investigate. If, in his judgment, the worker was not providentially hindered, the overseer shall advise the shop steward and the worker in the department accordingly. The shop steward thereupon shall have up to 3 days to investigate. If he is satisfied that the overseer is correct, he shall notify the overseer. If he feels the overseer is wrong, he shall notify the overseer, and the overseer will take whatever action he feels is right. If the worker feels aggrieved, he may bring a grievance in the usual manner.

Employees absent because of extended illness shall be granted leaves of absence for duration of illness upon application and presentation of reasonable proof. Reports shall be made to the company and the local union quarterly.

### *Penalties for Disregarding Conditions of Leave*

Penalties are sometimes provided when employees overstay their leave; work elsewhere during the leave period; falsify their reasons for obtaining leave; take leave without authorization; or fail to comply in other ways with the contractual (or plant) rules governing leaves of absence. Penalties may take the form of loss of seniority and reemployment rights; discharge; cancellation of leave; loss of right to accumulate seniority during the period of their leave; or other disciplinary action.

Even though the leave clause may not specify penalties for overstaying leave, loss of seniority may result under other clauses of the contract, specifically, those outlining the circumstances under which seniority is lost.

*172. Seven-Day Lay-off for Failure to Report at Expiration of Leave—Discharge for Second Offense*

A worker failing to report back on or before the regular starting time of his shift on the expiration date of the leave of absence which may have been granted

to him except where prevented by illness or providential cause, shall be subject to a 7-day lay-off on the first occasion of such failure. On the second occasion of such failure to report back, as outlined in the previous sentence, the worker shall be deemed to have terminated his employment with the company as of that date. If such employee is subsequently reemployed, such reemployment shall be as a new employee.

*173. Seniority Lost on Failure to Report at End of Leave, Unless Due to Sickness*

If an employee fails to report for work at the end of his leave of absence, unless prevented by sickness or other disability, he shall automatically forfeit his seniority rights.

*174. Overstaying Leave or Work During Leave Considered Resignation*

A regular employee may, for justifiable reasons, be granted a leave of absence without pay after reasonable notice to the company, provided the conditions of work are such that his services can be spared. During these leaves of absence seniority shall accumulate. If an employee overstays such leave, or if he accepts employment elsewhere during such leave without consent of the company, he shall be considered to have resigned.

*175. Failure to Obtain Written Permission for Leave Results in Loss of Seniority Rights*

Any union employee desiring a leave of absence from the job shall secure written permission from the employer. Failure to comply with this provision shall result in the complete loss of seniority rights of the employee involved.

*176. Reduction of Seniority as Penalty for Falsifying Reasons for Leave*

The company shall have the right to investigate the reason given by the employee in requesting a leave of absence either before or after granting such a leave provided the prior investigation shall not delay action on the leave. If the worker is found to have misrepresented the reason for such a request and the leave has been granted, the worker's seniority shall be reduced by 1 month or by the number of days of absence, whichever is greater. The company shall have the right to discharge an employee upon the second or subsequent offense of obtaining a leave of absence on false grounds.

*177. Employee to Furnish Periodic Medical Statements During Sick Leave or Face Discharge*

When an employee requests a leave of absence because of illness the company may require medical proof of illness before granting such leave. The employee shall submit to the company's industrial relations department not later than 30 days after the beginning of his leave of absence, and at least every 30 days thereafter, a written report from the company's medical director or his own physician, who shall be a licensed medical doctor, giving pertinent information such as nature of illness, progress made, approximate date of return to work, etc. Failure to comply will result in discharge at the company's discretion, except that before being discharged, such employee will be granted a 15-day period of grace.

*178. Employee Must Keep Company Currently Informed of Length of Illness*

Whenever an employee is absent because of claimed illness or injury, he shall notify his immediate supervisor as early as practicable and shall keep the company currently informed as to how long he will be off. However, anyone out sick must submit a doctor's statement showing their disability still exists when requested to do so by either or both the company or the union. If such a state-

ment is not furnished, they must return to work in accordance with the seniority agreement or lose their seniority. Upon his recovery, he shall be reinstated by the company to his original job without loss of seniority.

### *Conditions Governing Return to Work After Leave*

Occasionally, a physical examination is required for employees returning to work after sick leave or after leaves for other reasons which exceed a specified period of time. Advance notice of intent to return to work is sometimes required so that the employer may make the necessary personnel adjustments. Return to work prior to the expiration of the stated leave is sometimes allowed, subject to some restrictions.

**179. *Physical Examination Required on Return After Sick Leave Exceeding 30 Days. Must Start Work in 3 Days if Found Physically Fit***

In the case of absence for 30 days or more due to illness, the employee is required to submit to an examination by the company's physician. An employee whose physical examination shows that he is fit to return to work must do so within 3 days or lose his seniority rights.

**180. *Physical Examination Required on Return After Sick Leave or Other Leave Over 30 Days. Differences Adjusted by Company and Union Doctors***

Persons desiring to return to work following a sick leave of absence must first pass a physical examination by the company doctor and submit a statement from their own doctor to the effect that they are physically able to resume their normal operations. Persons who have been on other types of leaves for more than 30 days must also pass a physical examination by the company doctor. If the employee is dissatisfied with the doctor's decision, a consultation between the company's doctor and the director of the [union] health institute shall be had finally to determine the matter.

**181. *Company Must Receive Monthly Notice of Employee's Desire to Return from Leave***

Sick leave for illness of sufficient severity to prevent attendance at work will be granted for a period not exceeding 60 days, unless otherwise arranged, in which case employees must notify employer every 30 days thereafter of desire to be considered for employment when able. Employees who have earned seniority and return shall do so without loss of seniority.

**182. *Twenty-Four Hours' Advance Notification of Return Required***

Employees returning from illness or injury shall give the company 24 hours' notice in advance of their regular starting time.

**183. *Reemployment Before Expiration of Leave Allowed Provided No Bumping Necessary to Reinstate Employee***

Any employee desiring to return to work in line with his seniority before the expiration of his leave of absence must make written application to the company. However, he may only be re-employed before the expiration of his leave if such re-employment can be offered without disturbing the working force. In no event will he be permitted to bump another employee before the normal expiration date of his leave of absence. The company shall have a period of 7 days in which to effect such re-employment.

**184. *Reemployment Before Expiration of Leave at Company's Discretion***

The return of an employee to work before the expiration of his leave of absence is at the option of the company.

**185. *Employee Put at Bottom of Seniority List When Returning to Work Prior to Expiration of Leave***

Any employee returning to work prior to the expiration of his leave of absence shall be allowed to work; provided a job is available but shall be placed at the bottom of the seniority list and shall be subject to lay-off as a probationary employee until such time as his leave of absence expires. He shall accumulate seniority during the time he works prior to the leave expiring.

## Chapter 2.—Military Service Leave

### *Introduction*

With the induction of workers into the armed forces virtually at a standstill and the process of demobilization practically completed, the importance of military service clauses in collective-bargaining negotiations has decreased considerably. Since the basic rights of employees on military leave are generally defined by law, the scope of bargaining on this subject is limited. Nevertheless, practically all union agreements contain clauses pertaining to military service. Such clauses are designed to serve any or all of the following purposes:

(1) To provide additional benefits and guarantees beyond those included in the law.

(2) To clarify and interpret the general provisions in the law in relation to conditions which exist or are likely to exist in the particular plant.

(3) To incorporate the legal guarantees within the framework of collective bargaining, thus permitting unions to rely upon their economic strength as a means of enforcement in addition to individual recourse to legal suit.”<sup>1</sup>

The most controversial issue regarding veterans' rights has been that of “superseniority,” i. e., whether or not a veteran is entitled to reinstatement in his former position or one of like seniority, status, and pay even though such reinstatement necessitates the discharge of a nonveteran with greater seniority. Selective Service headquarters interpreted the law to mean that veterans had absolute priority on their former positions or similar positions, both at the time of return from military service and during the first year after reinstatement. On the other hand, unions and many employers felt that veterans should not displace nonveteran employees with greater seniority. The issue was decided by the U. S. Supreme Court in *Fishgold vs. Sullivan Drydock and Repair Corporation*.<sup>2</sup> The Court here stated:

“But we would distort the language of these provisions [of the statute] if we read it as granting the veteran an increase in seniority over what he would have had if he had never entered the armed services. We agree with the Circuit Court of Appeals that by these provisions Congress made the restoration as nearly a complete substitute for the original job as was possible. No step-up or gain in priority can be fairly implied. Congress protected the veteran against loss of ground or demotion on his re-

<sup>1</sup> “Military Service and War Job Clauses in Union Agreements,” a study published by the Industrial Relations Division of the Bureau of Labor Statistics in August 1942.

<sup>2</sup> 66 Supreme Court 1105.

turn. The provisions for restoration without loss of seniority to his old position or to a position of like seniority mean no more \* \* \* Congress recognized in the act of existence of seniority systems and seniority rights. It sought to preserve the veteran's rights under those systems and to protect him against loss under them by reason of his absence. There is indeed no suggestion that Congress sought to sweep aside the seniority system. What it undertook to do was to give the veteran protection within the framework of the seniority system plus a guarantee against demotion or termination of the employment relationship without cause for a year."

Even though a veteran is reinstated to his former position, he may not fully recapture the position he would have had, had he not left for service. Despite the practical difficulties involved in determining whether an individual would have been promoted and the extent of his promotion, a small number of agreements provide for the reemployment of veterans at positions which they would probably have attained had their employment not been interrupted by military service.

Another situation in which unions and employers sometimes go beyond the requirement of the law is that involving veterans not previously employed by the company. Many veterans were students at the time of induction, were unemployed, were not in the labor market, or for other reasons had no job on which they claim reemployment rights upon demobilization. Other veterans acquired new skills or interests in the armed forces and did not want to return to their former jobs. To meet such situations, a few agreements allow seniority credit for time spent in military service once the veteran has completed the probationary period required of all new employees.

Where union membership is a condition of employment, returned veterans are exempted from the membership requirement under the terms of some agreements. Such an exemption is most likely to be granted where the union shop was established during the veteran's absence.

The Selective Service Act does not define in precise terms whether seniority is frozen as of the time of departure or is accumulated during the period of military service. However, Selective Service headquarters and the courts have interpreted the act to require accumulation of seniority and most union agreements specifically provide for such accumulation.

Although the Selective Service Act does not guarantee reinstatement to employees who held temporary positions at the time of induction, many agreements extend reemployment rights to such employees.

Even for permanent employees, the right to reemployment after military service is not an absolute right. Not only must the seniority

of nonveteran employees be considered (under the terms of most agreements), but certain qualifications on the right to reemployment are specified by the Selective Service Act—the veteran must have a certificate of honorable discharge, must apply for reinstatement within 90 days after discharge, must still be qualified to perform the duties of his old position, and his employer's circumstances must not have so changed as to make it impossible or unreasonable to reemploy him. Agreements usually incorporate these provisions of the act although special consideration is often given employees disabled during military service. Such employees are often given preference for any job they can perform, even if the seniority provisions of the agreement must be waived or modified in order to place them.

### *Definition of Military Service*

The Selective Service Act defines military service as active duty with the Army, Navy, Marine Corps, or Coast Guard. Officers of the United States Public Health Service are also covered when detailed for duty with the Army or Navy. Service in the Merchant Marine is covered by another act similar to the Selective Service Act, and employees returning from such service are legally entitled to reemployment although most agreements do not specifically mention them.

Agreements negotiated before 1941 often restricted the benefits of their military service provisions to employees drafted into the armed forces. The Selective Service Act was amended in 1941 to cover all employees entering military service after May 1, 1940, whether voluntarily or involuntarily, but some agreements still specifically exclude employees who voluntarily enlist in peacetime. Many recently negotiated contracts do not grant reemployment rights to employees who volunteered after March 31, 1947, when the Selective Training and Service Law of 1940 expired.

A few agreements expressly include service in State military organizations, the American Red Cross, and the various women's forces. Although a national labor draft never materialized, some agreements specified that labor draftees be granted the same rights as those accorded employees in military service.

#### *1. Military Service to Include All Branches of Armed Forces*

Any employee covered by this agreement who enters active duty in the Army, Navy, Marine Corps, or any other branch of the United States Military Service, and who

- (1) is still qualified to perform the duties of his former position and
- (2) makes application for reemployment within 60 days after he is released from active duty or service.

The employer shall restore such person to employment and his status with respect to other employees shall be the same as if he had not entered the service herein specified.

## **2. *Merchant Marine Included***

The following provisions concerning veterans shall apply to men and women who shall have served in the land or naval forces of the United States or in the United States Merchant Marine in World War II.

## **3. *Entry into Merchant Marine prior to VJ-Day Included***

Employees who entered the Merchant Marine Service prior to August 14, 1945 (VJ-day) shall be considered as servicemen, and as such are entitled to the rights prescribed by law.

## **4. *State Military Service Covered***

Any employee who shall be accepted for military service, State or Federal, and so notify the company, upon release from such service, shall be restored to the job held by him upon entering the service, or to a job of like seniority, status, and pay, unless the company's circumstances have so changed as to make it impossible or unreasonable to do so, provided that he is still qualified to perform the duties of such position, and makes application for reemployment within 90 days after he is discharged from such service.

## **5. *American Red Cross Included***

Employees entering military service under the Selective Service Act, or, who have enlisted in the armed forces of the United States, or, for full time paid service with the American Red Cross since its enactment, will, upon completion of their enlistment or draft service, if honorably discharged, if they apply for work within 40 days, and, if they are physically qualified to perform the work available, retain all seniority, vacation, and other rights with the company, and will be returned to their job, or to one of like seniority status, and pay, and will upon proper request, when reporting within the 40 days, be granted additional time in which to return to work.

## **6. *Women's Service Forces Included***

The foregoing paragraph shall apply in all particulars when any employee is commissioned or enlisted in the WAVES, SPARS, or the WAACS.

## **7. *No Distinction Between Voluntary and Involuntary Service***

The term "separation from employment for armed service," as used herein, means the separation of any regular employee from his employment by reason of induction into the land or naval forces of the United States for training and service, whether as a result of conscription or enlistment.

## **8. *Voluntary Peacetime Service Excluded***

This clause shall not be applicable to those employees who voluntarily remain in the armed or naval forces of the United States Government at the close of present hostilities or who, after the close of hostilities, reenlist for further service.

## **9. *Labor Draftees Covered by Reemployment Guarantee***

The members of the associations agree to restore to their employ all of their regular workers who were conscripted and inducted directly into service of the Government for the armed forces or war work.

## **10. *Military Service Leave Granted Prior to Expiration of Draft Law Included***

Military leaves of absence which were granted according to the provisions of the Selective Service and Training Act of 1940 and the Merchant Marine Act of June 23, 1943, both as amended, shall be honored, provided such leaves of absence were approved by the plant manager prior to April 1, 1947.

**11. *Distinction in Reemployment Guarantee Between Service Before and After Expiration of Draft Law***

Employees who entered the armed forces on or before March 31, 1947, shall have the same reemployment rights as provided under section 8 of the Selective Training and Service Act of 1940, as amended.

Employees who enlist in the armed forces on or after April 1, 1947, shall have such reemployment rights, if any, in effect under the law at the time of application for reemployment.

**12. *Military Leave Covers Volunteers or Conscripts up to VJ-Day; Conscripts Under Selective Service Act Thereafter***

Any employee who, between September 16, 1940 and August 15, 1945, voluntarily or by conscription entered the armed forces of the United States including the Merchant Marine, and any employee who, since August 15, 1945 was inducted into the armed forces of the United States by operation of the Selective Service Act of September 16, 1940, shall be deemed on leave of absence without pay, during which period seniority status shall accrue.

## ***Benefits to Employees Entering and in Military Service***

Although provisions granting special benefits for employees entering the armed forces are now of little importance in view of the virtual discontinuance of induction, some recent agreements continue to provide for such benefits. Usually the benefit takes the form of a bonus although in some cases the employer pays life insurance premiums for the employee or grants employment preference to his dependents while he is in military service.

A few agreements grant a bonus to all employees entering the armed forces, but more commonly, a minimum length of company service is required and often the amount of the bonus is graduated according to length of service. In rare cases the amount of the bonus varies with the employee's marital status or number of dependents. Another type of eligibility provision, designed to insure that the bonus is restricted to employees who are actually inducted, requires the employee to serve a specified minimum period in the armed forces before receiving a bonus.

Under the terms of some agreements, peacetime volunteers are not entitled to a bonus. The employer in some cases is given the option of discontinuing bonus payments at any time.

(For clauses regarding the payment of vacation allowances to employees leaving for military service, see Bulletin 908-2, Vacations; Holidays and Week-End Work.)

**13. *Bonus to All Employees Entering Military Service***

All employees inducted into the armed forces shall be given 1 week's severance pay.

**14. Six Months' Company Service Required for Bonus**

If any regular employee has been continuously employed by the employer for at least 6 months immediately preceding his separation from employment for armed service, he shall receive 4 weeks' base pay at the time of his induction into such service.

**15. Amount of Bonus Graduated According to Length of Company Service**

Any employee who is hired on or after the effective date of this contract and who after completing at least 3 months' service with the company is then inducted into the armed forces of the United States pursuant to the provisions of the Selective Service Act of 1940, as amended, shall receive upon final acceptance into the armed forces and upon forwarding to the company his final, permanent address a bonus based on the following schedule:

3 months' service completed.....	\$ 25.00
6 months' service completed.....	50.00
9 months' service completed.....	75.00
12 months' or more service completed.....	100.00

**16. Completion of 1 Month's Military Service Required for Bonus**

The company agrees to pay a military service allowance of 1 month's pay (173 straight-time hours at the employee's rate at time of induction) to all employees who have completed 1 year's service with the company as of date of induction and who are inducted into the armed forces of the United States under the Selective Service Act. The employee shall receive this payment after he has completed 1 month's service in the armed forces.

**17. Bonus Based on Percentage of Wages Received Since Specified Date**

In the event any of our employees are inducted into the armed forces of the United States, they shall be paid a sum equal to 2 percent of the wages paid from June 1, 1942 up to the time of induction.

**18. Amount of Bonus Varies with Number of Dependents**

Upon induction, whether voluntary or otherwise, of any employee into the armed forces of the United States of America, he shall receive an amount to be paid as follows:

Single employees shall receive 1 week's pay at the regular rate of pay.

Married employees without children shall receive 2 weeks' pay at the regular rate of pay.

Married employees with children, 2 weeks' pay plus 1 week's additional pay at the regular rate of pay for each child.

**19. No Bonus for Peacetime Volunteers**

Any employee who, during his employment hereunder, has been employed for 1 year or more, shall receive at the time of his entry into the armed services, 1 week's severance pay and pay for his accrued vacation rights under this contract.

If an employee volunteers into the armed services while the country is at peace, no separation allowance is due him.

**20. Company Option of Discontinuing Bonus**

The company has a present policy of giving to employees entering into military service the sum of \$35 and has no present intention of discontinuing that policy, but the company reserves the right at its own discretion to discontinue such payments whenever it deems it proper or desirable to do so.

*21. Payment for Time Lost Because of Preinduction Physical Examination*

Any employee called for induction in the armed forces shall be reimbursed at straight time for not to exceed eight scheduled working hours lost on account of a required preinduction physical examination.

*22. Employer Pays Premium on National Service Life Insurance*

If any of the above employees are insured under the company's group life insurance plan, the company will cancel the group life insurance and in its place will pay the entire premium for a corresponding amount of insurance purchased by such employees under the National Service Life Insurance Plan, provided that the entire premium will not cost the company in excess of 76 cents per \$1,000.

This arrangement covering life insurance will be reviewed from time to time in the light of developing conditions. The company reserves the right to cancel the life insurance premium if conditions necessitate such cancellation, but the company agrees that no action in this regard will be taken without first notifying the union.

*23. Employer Maintains Group Life Insurance Policies for 31 Days After Induction*

All employees who, during the existence of the present state of war, leave the service of the company to enter the military or naval forces of the United States Government shall have the benefits of their group life insurance policies maintained by the company for a period of 31 days from the date each leaves the employ of the company.

*24. Group Insurance Maintained by Employer If Employees Pay War Risk Premium*

The group insurance accruing to any employee called for military service will be kept in force during his absence, providing said employee pays the premium required by the insurance company for war risk.

*25. Employer Maintains Hospitalization Insurance for Families of Employees in Military Service*

The company shall continue full payment of all group sick, accident, and hospital insurance for all employees. The company will continue full payment of hospitalization insurance carried on the families of all employees that may be called into the armed forces.

*26. Dependents of Employees in Military Service Given Preference in Hiring*

In the event an employee is inducted into the armed forces of the United States during the war, the company agrees that it will give special consideration to the employment of any dependent or dependents of such employees who make application as such.

## *Seniority of Employees in Military Service*

The Selective Service Act provides that employees "shall be considered as having been on furlough or leave of absence during his period of active military service" and "shall be restored without loss of seniority."<sup>3</sup> Selective Service headquarters interpreted the act to mean that seniority accumulates during military service, and this interpretation has been generally accepted. Most agreements specifically provide for accumulation of seniority during military service.

<sup>3</sup> Selective Training and Service Act, 1940, as amended, section 8 (c).

This provision is of great importance to the veteran since his status relative to nonveteran employees may be highly disadvantageous if his seniority is frozen at the time of induction. Nevertheless, some agreements are vague on this point, stating merely that employees "retain seniority while in military service."

Agreements generally permit the accumulation of seniority during military leave for as long as 90 days after discharge, and some agreements further provide for accumulation during additional leaves of absence and hospitalization periods up to 1 year.

In cases where the employer is unable to reemploy the veteran immediately after discharge, the question sometimes arises as to whether the employee is given seniority credit for his military service if reemployed some time later. A few agreements cover this point by specifying that there will be no further accumulation of seniority after discharge but that employees will receive seniority credit for military service if reemployed within a specified period after discharge. The period of seniority retention most commonly specified is 1 year.

Some agreements stipulate that temporary employees or apprentices shall not accumulate seniority during military service. Others, however, credit time spent in military service toward the completion of the probationary period.

In rare cases, agreements grant employees in the armed forces a seniority premium, such as double seniority credit for the period of military service. Sometimes the seniority premium is allowed only for overseas service.

A few agreements include provisions for the accumulation of seniority by labor draftees during their period of compulsory service in case of a labor draft.

#### *27. Seniority Accumulates During Military Service*

Any employee who volunteers for or is drafted into service in the armed forces of the United States, or the U. S. Maritime Service, shall be granted a leave of absence, and his seniority shall accumulate while on such leave.

#### *28. Employees on Military Leave Accumulate Seniority Credit and All Other Benefits Based on Seniority*

Any employee, including probationers, who left his employment with the company to perform service in the armed forces of the United States, hereinafter referred to as "military service," or who shall hereafter leave his employment for such purpose, shall be deemed an employee on leave of absence, and shall accumulate seniority credit and eligibility for paid vacations, length of service wage increases, promotions and all other employee benefits as though he had been continuously employed.

#### *29. Employees Reinstated "Without Loss of Seniority"*

Whenever any employee is (1) drafted and inducted into the military service of the United States, (2) being a member of the National Guard is called to and placed in active duty in the Federal Service, (3) enlisted for a minimum enlistment period (longer enlistment is not protected hereby), he shall be deemed on leave of absence, and, upon completion of the required continuous service, shall be

reinstated as an employee without loss of seniority or efficiency rating, unless such reinstatement is impossible or unreasonable.

NOTE: This clause follows the language of the Selective Service Act which has been interpreted by Selective Service headquarters to mean "accumulated" service.

**30. *Seniority Accumulation Restricted to Employees with Specified Minimum Service at Time of Induction***

Any employee who has completed at least 3 months of accumulated service with the company who is called or who volunteers for service with and is inducted into any branch of the armed forces of the United States and/or the Merchant Marine, shall accumulate seniority during his period of service and upon completion thereof be restored to his former permanent assignment or one of equivalent status.

Any employee with less than 3 months' seniority when rehired will be given his seniority existing at the time of his entrance into the armed services.

**31. *Seniority Accumulates Until 90 Days After Discharge***

Any employee who volunteers for or is drafted into service in the armed forces of the United States, or the U. S. Maritime Service, shall be granted a leave of absence, and his seniority shall accumulate while on such leave. Such leave of absence shall terminate on the ninetieth day following his honorable discharge from such service.

**32. *Seniority Accumulates During Leave of Absence and Hospitalization Period After Discharge***

Except as shall be otherwise provided by law or by agreement in writing between the parties hereto, the company and the union will fully administer the seniority and other rights of employees in or returned to the company from the armed services and the Merchant Marine by allowing the period of time actually spent in service as time worked insofar as seniority determination is concerned. Additional time over the actual period spent in service will be allowed as follows:

1. 90 days after discharge from the service;
2. An additional 60 days leave of absence; if requested prior to the 90th day after leaving the service;
3. All time hospitalized after discharge up to a minimum of 1 year.

**33. *Military Service Counted as Seniority if Employee Reinstated Within 1 Year After Discharge***

A regular employee upon reinstatement \* \* \* shall be credited with company service credit covering the period of his absence by reason of such service in the military or naval forces or in the Merchant Marine of the United States provided rehire takes place within 12 months after honorable discharge.

**34. *Seniority Ceases Accumulating 90 Days After Discharge But May Be Retained for 2 Years Thereafter***

In the case of service in the armed forces or Merchant Marine of the United States of America \* \* \*, it is understood that should an individual return to apply for reemployment and the company be unable to provide reemployment for him immediately, service to be counted as accumulated for seniority purposes shall cease accumulating 90 days from the date of discharge from the service. Such accumulated service shall remain good for 24 months thereafter unless the individual be reemployed during this period, in which latter event, seniority rights shall accrue in accordance with this agreement from the date of reemployment.

**35. *Temporary Employees Accumulate Seniority During Military Service if Reemployed Within Specified Period***

In the event a temporary employee, who entered military or naval service while in the company's employ, is reemployed by the company within 90 days after the employee is discharged from such active military or naval service, and within 6 months and 40 days after the termination of the present war, he shall be deemed to have retained all plant and departmental seniority accrued at the time he entered the armed services, and his seniority, both plant and departmental, shall be deemed to have accumulated during his absence.

**36. *Temporary Employees do not Accumulate Seniority During Military Service***

Any temporary employee, who is not on the seniority list shall not continue to accumulate seniority while in the military service but will be given preferential employment when they return from military service and shall receive credit from time worked before.

**37. *No Accumulation of Seniority for Apprentices***

Any employee who enters or is called into the military service for the United States shall not lose his or her seniority standing or rights, and shall have the time spent by him in such military service added to his or her record of length of service for the employer. This added time shall not apply to apprentices.

**38. *Military Service Credited Toward Completion of Probationary Period***

Probationary employees shall be entitled to credit for the period of such service toward the completion of the probationary period and the accumulation of seniority thereafter.

**39. *Double Seniority Accumulated During Military Service***

The employer agrees that if any employee shall have entered the armed forces of the United States, upon his honorable discharge from such service, the employer, if requested in writing within 1 year after such discharge, and if the employee is still qualified to perform the duties of such position, will restore such employee to his former position or to a position of like seniority, status and pay, unless the employer's circumstances have so changed as to make it impossible or unreasonable to do so, it being understood that any such reemployed person's seniority who has already been so reemployed or who may be in the future, upon reemployment, shall be his total length of service with the company plus twice his or her total service in the armed forces of the United States.

**40. *Double Seniority Restricted to Employees With 6 Months' Company Service Prior to Specified Date***

Leave of absence. Any employee who after August 14, 1945 is called into Selective Service in the armed forces of the United States shall have a leave of absence for the period of such service and 90 days thereafter. He shall accumulate regular seniority while on such leave of absence. All employees who had completed 6 months of continuous service with the company prior to September 16, 1940 and have returned to our employ shall retain the double seniority accumulated during their length of service in the armed forces.

**41. *Veteran's Seniority Credit Bonus to Employees Hired After Date of Selective Service Act. Applications of Seniority Bonus Listed***

Recognizing that service in the armed forces of the United States during World War II materially curtailed the opportunity of new employees hired during the war period to gain seniority in the service of the company, the union and the company agree that on and after March 1, 1947 any regular employee who first entered or shall have first entered the service of the company at any time between

September 16, 1940 (the effective date of the Selective Service Act of 1940) and the end of the 6 months' period next following official termination of World War II by the Congress of the United States, after serving for at least 6 months in the Army, Navy, Marine Corps, Coast Guard or in the Merchant Marine between December 7, 1941 and February 16, 1946 (the period of active hostilities plus 6 months), or after serving at least 6 months in the Army, Navy, Marine Corps, or Coast Guard as a result of conscription under the terms and provisions of the Selective Service Act of 1940 at any time prior to official termination of World War II by the Congress of the United States shall, following completion of his or her probationary period, be credited with 6 months additional seniority which shall be designated as "Veteran's Seniority Credit." If the employee served in any component of the armed forces of the United States named above or in the Merchant Marine for less than 6 months during the applicable time period above provided, his "Veteran's Seniority Credit" shall be equal to the time actually served by him or her in such component or in the Merchant Marine. The "Veteran's Seniority Credit" shall entitle the employee to the benefits provided in this agreement which accrue to regular employees of the company whose seniority is equal to such employee's actual seniority plus the "Veteran's Seniority Credit" of 6 months, or such period as represents the term of actual service in the armed forces or in the Merchant Marine if less than 6 months, as applied in the following:

- a. Salary progression as provided in sections 3.01, 3.02, 3.03, and 4.02.
- b. Seniority in lay-off and rehiring as provided in sections 6.04 and 6.05.
- c. Seniority in promotions, transfers, and job bidding as provided in sections 6.06, 6.07, 6.08, 6.09, and 6.10.
- d. Vacation and sickness allowance as provided in sections 10.01, 10.02, 10.03, 10.04, and 10.06.
- e. Termination wages as provided in sections 12.01, 12.02, 12.03, and 12.05.
- f. Maternity leave as provided in section 15.23.

It is understood and agreed that the provisions of this section shall be without retroactive effect as applied to any former member of the armed forces as defined above for any period of his or her service with the company prior to March 1, 1947, but such benefits as accrue to them under the veteran's seniority credit provided herein shall become immediately applicable on and after that date. It is further understood that the provisions of this section do not apply to regular employees of the company placed on military leave during World War II, inasmuch as their seniority continued to accrue during the entire period of their service with the armed forces. It is further understood that the "Veteran's Seniority Credit" shall not apply in computing the period of active employment required to establish eligibility for participation in the uniform pension and benefit plan.

#### *42. Compliance With Federal Laws Protecting Seniority Rights of Employees Entering Armed Services*

The company agrees to comply with the Selective Service Act of 1940, as amended, or any other Federal acts which, during the period of this agreement, may be substituted therefor, insofar as the requirements of such act or acts may apply to any employee subject to this agreement. In the event any such future Federal acts contain provisions protecting the seniority rights of employees entering the armed services under the provisions of such acts, the parties agree that they will meet within 30 days after either shall request, and endeavor by mutual agreement to include herein an appropriate provision in conformity with such acts.

*43. Limited Seniority Premium for Overseas Service*

The union proposes and the company agrees that after the effective date of this agreement all employees who have served in the armed forces of the present war shall receive a preferential seniority rating of 25 percent of such time such employees have served overseas, providing they apply to this company for employment within 40 days after their discharge from the armed services. The union proposes and the company agrees that in computing such preferential seniority, however, the maximum overseas service credit for armed forces employees shall be limited to 1 year. The maximum actual seniority credit for armed forces employees shall therefore be limited to 3 months' seniority credit.

*44. Seniority Accumulation Allowed for Service Ordered by War Manpower Commission*

The employer agrees that if an employee is inducted into service of the armed forces of the United States as a result of enlistment, draft or otherwise, or if he is required by the War Manpower Commission to leave his job, and if the employee applies for his former job within 90 days after his honorable discharge or release by the War Manpower Commission, the employer, if such employee is still qualified to perform the duties of such job and if working conditions then permit, will restore the employee to his former or substantially equivalent job. Any employee restored to employment in accordance with this article shall have his seniority status increased by the period of his military service or service pursuant to a direction of the War Manpower Commission.

### *Employees Entitled to Reemployment Rights*

Approximately 15,000,000 men and women have served in the armed forces at one time or another since the passage of the Selective Training and Service Act in 1940. Many of these, of course, have no reemployment rights since at the time of induction they were unemployed, employed in temporary positions, self employed, or employed by concerns no longer in operation. Others, who have reemployment rights, may not exercise such rights. The number of veterans claiming their former positions, however, undoubtedly runs into millions.

The Selective Service Act guarantees reemployment to all employees returning from military service except those who held temporary positions at the time of their induction. Many agreements go beyond the requirements of the act and extend reemployment rights to all employees, in some cases specifically including probationary employees.

Other agreements, however, follow the wording of the act and exclude workers holding temporary positions. Since the term, "temporary position," is subject to varying interpretations, employers and unions have attempted to define the term in the agreement. Most commonly, agreements define temporary employees as those having less than a specified minimum length of company service, or as employees not on the seniority list.

Agreements sometimes specify that the employees first called to military service have first preference in reemployment; in other words, no rehiring guarantee is extended to employees who replace regular employees entering military service and who subsequently enter military service themselves. Provisions of this type are consistent with the Selective Service headquarters interpretation of the term "temporary position," but they sometimes lead to practical difficulties, since plants were expanded and jobs were changed to such an extent during the war that it is often hard to identify either the original job or its occupant.

Agreements which exclude temporary employees from the reemployment guarantee sometimes specify that such persons, upon return from military service, will be given preference when the employer is hiring new workers. In a few cases temporary employees returning from the armed forces accumulate seniority while in service and are allowed to displace other temporary employees with shorter company service. Employees who voluntarily enlist for regular military service are sometime excluded from the reemployment guarantee.

*45. All Employees Entitled to Reemployment*

Any worker who shall have entered the armed services of the United States, shall be reemployed by his employer upon his return to work, in compliance with the Selective Service Act.

*46. Only Employees on the Seniority List Entitled to Reemployment*

Any employee on the seniority list who is drafted or who enlists into military, naval, marine, or air service or who is compulsorily inducted into employment in a defense industry will be considered on leave of absence and will accumulate seniority during such period and upon termination of such service will be reemployed in line with his seniority at the then current rate of pay for such work, provided he has not been dishonorably discharged from such service with the United States Government and is physically able to do work available and further provided he reports for work within 90 days from date of discharge from such service, it being understood, however, that provision of statute or court interpretation thereof shall prevail if any part of this section be inconsistent therewith.

*47. Probationary Employees Specifically Included*

Any employee, including probationers, who left his employment subsequent to May 1, 1940, to perform training or service in the land or naval forces or their auxiliary services or the Merchant Marine of the United States, hereinafter referred to as "military service," or who shall hereafter leave his employment for such purpose, while the United States is at war, shall be deemed an employee on leave of absence, and shall accumulate seniority credit.

*48. Temporary Employees Excluded*

Employees entering armed forces: Employees (other than temporary employees) who shall have left the employment of the company for the purpose of entering the armed forces of the United States, shall be reemployed by the company in accordance with the provisions of the Selective Training and Service Act of 1940, as such act may be amended.

*49. Reemployment Guarantee Restricted to Employees With Minimum of 6 Months' Company Service*

Employees with 6 months' continuous service, who in time of war enlist in the Army, Navy, or Marine Corps, such employees who are members of the National Guard, Army, Navy, or Marine Corps Reserve who are called for active service and such employees who are called or volunteer for training under the Selective Training and Service Act of 1940, or in case of war are called for active service, shall be granted leave of absence and receive vacation pay if eligible.

*50. Employment Preference to Returning Temporary Employees for 1 Year After War*

For a period of 1 year following the termination of the present war, the company, when hiring new employees, will give preference to veterans who were former temporary employees.

*51. Returning Temporary Employees May Displace Other Temporary Employees With Less Seniority*

A temporary worker who (1) is drafted or enlists in the military or naval service of the United States, or (2) being a member of the National Guard is called to or placed in active military service, shall insofar as other temporary workers are concerned, be deemed on leave of absence during the period of his service in the armed forces, during which his seniority shall continue to accumulate, and upon application for reinstatement within 90 days of his release from said service, be entitled to replace any other temporary worker junior in seniority, who shall have been hired to fill the position of a permanent worker, even though the temporary worker with less seniority shall have become a permanent employee; provided, however, the returning veteran shall be physically able to perform the duties of his job. This provision shall only apply to veterans returning from the armed services after September 1, 1945.

*52. Reemployment Guarantee Does Not Apply to Employees Hired During the War Who Subsequently Entered War Service.*

While it is the company's intention to reemploy those hired during the war period who subsequently enter war service, the company's first obligation is to reinstate all of its regular employees upon their return. However, the company will endeavor, as far as possible, to provide employment for all company employees upon their return from war service.

*53. First to Leave Have First Preference in Rehiring*

Military leave: Any employee who leaves his employment for the purpose of and who joins with any branch of the armed forces of the United States, including the Merchant Marine and Coast Guard, shall, upon application being made within 60 days of his severance or discharge from said armed forces, provided said severance or discharge be not dishonorable, be reinstated to employment upon his request. Employees covered by this section shall be entitled to reinstatement in the following manner: The first one to leave shall have first preference in rehiring; in the event the first one to leave is not the first to return, the preference shall nevertheless be retained.

*54. Volunteers for Regular Military Service Not Covered by Reemployment Guarantee*

In the event any member of the union regularly employed by the company enters the military service of the United States, either voluntarily or involuntarily, in conformity with the provisions of the Conscription Act passed by Congress, such employee shall be deemed as on leave of absence for the purpose of determining any rights of reinstatement to a like position in the service

of the company. It is agreed that this has to do with the fulfillment of the Conscription Act, but does not have to do with voluntary enlistment in the regular service.

**55. *Reemployment Rights Extended to Employees Called for Military Service and Rejected***

Each employee who, for the purpose of entering the military service, has left or leaves the employ of the employer, but who has been rejected for lack of proper qualifications, shall likewise be restored by the employer to the position of employment which he left, or to a position of like seniority, status and pay, provided, that at the time of such rejection he is qualified to perform the duties of the position of employment which he has left and has made application for reemployment within 90 days after receipt of official notice of such rejection.

### *Requirements for Reemployment*

All employees who left permanent jobs in order to enter military service are entitled to reemployment subject to certain conditions specified by the Selective Service Act: (1) the employee must have a certificate of honorable discharge; (2) he must apply for reemployment within 90 days after discharge; (3) he must still be qualified to perform the duties of his position; and (4) his employer's circumstances must not have so changed as to make it impossible or unreasonable to reemploy him. Most agreements incorporate some or all of these provisions of the act or, in some cases, make a general statement that the employer will comply with the act. The difficulty of anticipating all the problems raised by the reemployment of veterans led the parties to a few agreements to specify that such problems would be negotiated as they appeared.

Many agreements state that reemployment must be in accordance with applicable seniority rules, and some further specify that the veteran may not displace employees with greater seniority. Such provisions were given legal validity by the Supreme Court decision in the *Sullivan Drydock* case (see p. 43).

A few agreements specify that the employer must offer definite proof when he claims that his circumstances have so changed as to make it impossible for him to reemploy a veteran.

Agreements do not generally specify who is to judge whether or not a veteran is physically qualified to perform the duties of his former position. A few, however, provide that the decision shall be made by a physician mutually agreed upon by the union and the employer. In plants where controversies over ability to perform have arisen under other terms of the contract and have been settled through collective bargaining, procedures have usually been developed and may be applied to cases involving the reinstatement of disabled veterans.

Although the Selective Service Act allows veterans only 90 days in which to apply for reemployment after discharge from military serv-

ice, some agreements extend this period to as much as 6 months. Moreover, the 90-day period is sometimes extended by an allowance for travel time between the place of discharge and the place of employment.

Veterans physically disabled at the time of discharge are often allowed 90 days from the time the disability ends to apply for reemployment; some agreements, however, set a maximum allowance of 1 year for disability after discharge.

The Selective Service Act does not specify a time limit within which the employer must reemploy the veteran after he applies for reinstatement. Selective Service headquarters has interpreted the Act to mean that the veteran is entitled to reinstatement "without unnecessary delay."<sup>4</sup> Some agreements set a definite time limit, most commonly 2 weeks after application is made.

In rare instances, agreements state that applications of dishonorably discharged veterans will be considered on their merits.

*56. Reinstatement Requirements Same as Specified by Selective Service Act*

Each employee who, for the purpose of entering the military service, has left or leaves the employ of the employer and actually has entered the military service, and who thereafter, (1) receives a certificate or other evidence of honorable discharge or satisfactory completion of his military service under the laws of the United States, and (2) is, at the time of such discharge or completion of such military service, qualified to perform the duties of the position of employment which he has left, and (3) makes application for reemployment within 90 days after he is relieved from such military service, shall be restored by such employer to the position of employment which he left, or to a position of like seniority, status, and pay, unless such employer's circumstances have so changed as to make it impossible or unreasonable to do so.

*57. Employer to Comply With Federal Laws Regarding Reemployment*

In passing on applications for reemployment of honorably discharged veterans, who were employees of the company at the time of their acceptance for military service in World War II, the company will comply with the Federal laws, and all amendments thereto, relating to such employment in effect at the time the veterans apply for reemployment.

*58. Reemployment Problems To Be Negotiated as They Arise*

The company and the union being aware of the difficulty of anticipating exactly all of the problems that will be presented in connection with the return of employees agree jointly to negotiate the settlement of such problems as they arise, and in order to reach a reasonable solution thereof may hereafter agree to modify provisions of this and other articles.

*59. Employee to Apply Through Union for Reinstatement*

Any such employee who, within 60 days of his or her release or discharge from such military service, applies to employer, through the union for reinstatement shall be reinstated in his former position, in accordance with the seniority provisions of this contract.

<sup>4</sup> Selective Service Handbook, section 306.2, September 1945.

**60. *Reemployment in Accordance With Seniority***

Any employee who volunteers or is drafted into any of the armed forces of the United States shall be considered upon leave of absence and shall retain and accumulate his seniority with the company. Upon honorable discharge from the service, the said employee shall, if still qualified to perform the duties of the position, upon application within 90 days of discharge, except where further leave of absence is occasioned by sickness, shown by doctor's certificate, be reinstated within 1 week to the company roster of employees, and within reasonable time to his former position, if his seniority entitled him thereto, or to such other job to which his then accumulated seniority may entitle him.

**61. *Veteran May Not Displace Employee With Greater Seniority***

In case regular employees are drafted or volunteer for the United States Military Service during a period of national emergency when a selective service or similar enactment shall be in effect, such regular employees shall, at the termination of such military service, be restored to the department, or occupational division thereof, in which they were working at the time of drafting or volunteering, with the same relative seniority therein as at the time of leaving the services of the employer, inasmuch as such regular employee's length of service shall continue to accumulate while in the military service; provided that the regular employee concerned shall have an honorable discharge from the military service and shall make application to the employer for reemployment within 90 days of the date of such discharge; and provided further that circumstances are such that it is possible and reasonable so to restore such regular employees; and provided further such regular employees can be restored without laying off any one with greater seniority, and no other regular employee entitled to be restored has precedence because of greater seniority.

**62. *No Superseniority in Reemployment Unless Required by Future Legislative or Judicial Action***

In the event that any returning serviceman applying for reinstatement under section 1 cannot be reinstated to his former position in a department due to the shut-down of his department during his absence in service, he shall be placed, provided he is qualified, in a position of like plant seniority, equivalent in pay as nearly as may be to that of his former position, and in being so placed may bump off an employee with lesser plant seniority than the serviceman. The employee with the lowest plant seniority of those who may be bumped off shall be first bumped off. After being placed in such position, however, the serviceman shall follow, on demotions or promotions, the rules provided in this contract as generally applicable. In the event that a final decision of the U. S. Supreme Court or Federal legislation shall provide for more favorable treatment than above provided, this agreement shall be deemed amended thereby to reflect the effect of such decision or legislation.

**63. *Employer Must Prove Inability to Reemploy Veteran***

It is further agreed that the company shall show sufficient cause and proof where it is impossible to reemploy the veteran to his former or equivalent position.

**64. *Questions Involving Physical Qualification Arbitrated by Physician***

In case of any question involving the physical qualifications of a former employee returning from active service, the decision of a clinic or a doctor mutually agreed upon by the union and the company will be accepted by both parties.

**65. *Employee Allowed 6 Months to Apply for Reinstatement***

Any employee who voluntarily or by induction enters into service of the armed forces of the United States, shall be considered an employee on furlough and shall retain and be entitled to receive all rights of seniority hereunder, provided such employee shall make application to employer for reinstatement within 6 months from the date of honorable discharge from such services and provided further such employee shall then be physically and mentally able to perform such duties as were performed by such employee at the time of the termination of employment for entry into such service.

**66. *Six Months Allowed if Not Employed Elsewhere in the Interim***

In the event that an employee has enlisted or hereafter enlists or has been or is conscripted into the armed forces of the United States or has been or is called into service as a member of the National Guard or Army or Navy reserves, he shall, upon his discharge from service, be reinstated to his former position with the employer with all rights and privileges enjoyed by him at the time he entered service; provided, that he shall request such reinstatement within 6 months after his discharge, from service, provided he has not been employed elsewhere in the interim. In the event of such reinstatement, the employer shall have the right to discharge any person whom it hired to substitute for the reinstated employee.

**67. *Allowance for Travel Time From Place of Discharge***

If any regular employee is relieved from such armed forces at a place other than the city of New York, the 90-day period shall be extended by the period of time reasonably necessary to travel from such place to the city of New York.

**68. *Disabled Veteran Allowed 90 Days From End of Disability to Apply for Reinstatement***

Provided application is made within 90 days after being relieved from military service or if unable to work by reason of physical disability within 90 days from the time his disability ends, and he has not received a dishonorable discharge, he shall be restored to his former job or a job of like status and pay on the basis of his accumulated seniority, and shall be subject to the terms and conditions of this agreement.

**69. *Maximum Allowance of 1 Year for Hospitalization***

Except as shall be otherwise provided by law or by agreement in writing between the parties hereto, if any employee (other than an employee who shall have been or shall be employed on a temporary basis) at either plant who shall have entered or shall enter the military or naval service of the United States shall be honorably discharged from such service and shall within 90 days after his discharge therefrom, or from hospitalization continuing after discharge for a period of not more than 1 year, apply to the company in writing for reemployment at such plant, his record of continuous service there shall not be deemed to have been broken by his absence on such military or naval service and he shall be entitled to reemployment at such plant.

**70. *Employer Allowed 2 Weeks to Reinstate Veteran After Application***

It is hereby covenanted and agreed that whenever any employee: 1. Is drafted or enlists in the military service of the United States; or 2. Being a member of the National Guard is called and placed in active duty in the Federal service—he shall be deemed on leave of absence, during which period seniority status shall accrue, and upon completion of the required continuous service, shall be reinstated as an employee without loss of seniority or efficiency rating; provided, however, such employee shall make application for reemployment within 90 days of his release from such service by honorable discharge. Upon such application the

employer shall reinstate such employee to his former position provided the particular position is still maintained by the company in its usual operations, or a position similar thereto if the position formerly occupied by said employee is not being then maintained by the company, within 2 weeks of the making of such application, and provided further the employee is in such state of health and physical condition as will permit him to efficiently operate the job.

*71. Reemployment of Dishonorably Discharged Veterans To Be Considered on the Merits of the Case*

Any employee other than a probationary employee who during the war is drafted or volunteers for service with the armed forces of the United States or the Merchant Marine, will be reemployed upon discharge from such service in accordance with applicable seniority rules, provided there is work he is qualified to do, and provided such employee makes application for reemployment within 90 days after his discharge (cases of dishonorable discharge may be brought to the attention of the company by the union and then be reviewed on their merits). If so reemployed he shall be credited with his original seniority date.

*Position to Which Veteran is Reinstated*

Under the Selective Service Act employees released from military service are entitled to receive their former positions or positions of "like seniority, status, and pay." In the process of converting to war production and reconverting to peacetime production, jobs were often eliminated or classifications changed to such an extent that the original job could not be identified. Hence, it is sometimes difficult to determine the position to which a returning employee is entitled. Most agreements specify that the veteran may displace employees hired in his absence if his own job has been eliminated.

In situations where the veteran's former position is held by an employee with greater seniority, some agreements specify that the veteran shall take any other position to which his seniority entitles him.

In a few cases, agreements define the right of employees temporarily assigned to jobs other than their regular jobs at the time of induction. Such employees are usually entitled only to their regular jobs upon return from military service.

Although the Selective Service Act requires only that veterans be reinstated to their former or similar positions, a few agreements provide for reinstatement at the position which the employee would probably have attained had his employment not been interrupted by military service. Such clauses usually require that the veteran be qualified to perform the duties of the higher position, although some agreements state that the qualifications for the job will be more liberally construed in the case of returning veterans. Promotion granted other employees during the veteran's absence is sometimes specified as the standard used in determining whether he is entitled to a position higher than the one held at the time of induction. Promotion

rights of workers in the armed forces are frequently protected by clauses which stipulate that all promotions made while otherwise eligible employees are in military service are to be regarded as temporary; in these cases, upon his return, a veteran is generally entitled to "bid in" on the better job.

Although the question of wage rates for returning servicemen is not mentioned by the Selective Service Act, the implication is that the veteran will receive the rate applicable to his job at the time of return. A few agreements cover the point specifically, stating that veterans will be reemployed at a rate reflecting any wage increases or decreases made during their absence. Where automatic wage progression plans are in effect, military service is often credited as time worked in determining the rate to which a reinstated veteran is entitled. The National War Labor Board, through its General Counsel, ruled that the Selective Service Act requires a veteran to be reemployed at the level to which he would have been entitled if there had been no break in his service with the company. The returned veteran is therefore entitled to any length-of-service wage or salary increase which the job would have carried with it during his absence in the armed services.

**72. *Veteran Given Preference Over New Employees if Own Job Eliminated***

Any employee who enters or has entered the military service of the United States or has enlisted in such service and any employee who may have served in the United States Merchant Marine during the war, upon receipt of a certificate of satisfactory completion of his period of training and service or an honorable discharge, shall maintain his seniority status in accordance with statutory provisions in effect at the time application is made for reemployment. In the event that the manufacturer does not have the same class of work available when the employee seeks reemployment, in accordance with the terms hereof, he shall be given preference over new employees who have been hired since the date when he was drafted or volunteered, provided that he is qualified to do the work performed by such new employees.

**73. *Veteran may Bump on Plant-Wide Seniority Basis When Job not Available. After Placement, Follows Seniority Rules, Subject to Court Decisions or Federal Legislation***

In the event that any returning serviceman applying for reinstatement under section 1 cannot be reinstated to his former position in a department due to the shut-down of his department during his absence in service, he shall be placed, provided he is qualified, in a position of like plant seniority, equivalent in pay as nearly as may be to that of his former position, and in being so placed may bump off an employee with lesser plant seniority than the serviceman. The employee with the lowest plant seniority of those who may be bumped off shall be first bumped off. After being placed in such a position, however, the serviceman shall follow, on demotions or promotions, the rules provided in this contract as generally applicable. In the event that a final decision of the United States Supreme Court or Federal legislation shall provide for more favorable treatment than above provided, this agreement shall be deemed amended thereby to reflect the effect of such decision or legislation.

**74. *Veteran May Exercise Seniority to Take Other Work if Not Entitled to His Former Job***

Senior employees who voluntarily enter or are conscripted into military service or are conscripted into other war defense for the duration of the present emergency, shall be granted leave of absence and they shall accumulate seniority while in such service. Upon their return they may return to their former job providing their seniority entitled them to this job. If their seniority does not entitle them to their former job, they may take the preference work to which their seniority entitles them in their residence department. They shall make application within 90 days after honorable discharge and are physically capable of performing their work in a proper manner.

**75. *Veteran Temporarily Working Another Job at Time of Induction Has Reinstatement Claim Only on Regular Job***

The company shall restore him to his former position, or to a position of like status and pay, if he is still qualified to perform the duties of his former position, unless the company's circumstances have so changed as to make it impossible or unreasonable for the company to do so; provided, however, that if such employee, prior to his leaving for military service or for service with the Merchant Marine, was occupying a position to which he had been temporarily promoted or transferred to fill a vacancy resulting directly or indirectly by reason of any leave of absence granted to another employee, he shall not be entitled to restoration to that position as against such other employee, but shall be restored to the position from which he was originally promoted or transferred, or to another position of like status and pay, unless the company's circumstances have so changed as to make it impossible or unreasonable for the company to do so.

**76. *Veteran Reinstated to Position He Would Have Attained but for Military Service***

An employee who has gone into the United States Military or United States Maritime Service before the date of this agreement will continue to accrue seniority during such absence and, provided he reports to the company for work within 90 days after his honorable discharge from such service, will in so far as practicable, be placed in the position which he would have occupied if he had continued to work during the period of his absence. If this would place such employee in a position for which he had not sufficient training, then he is to be placed in the next highest paid job for which he is qualified and as soon as he obtains the necessary experience, he is to be advanced to a job which he presumably would have held if he had remained at work.

**77. *Promotions and New Hires During Military Service Considered Temporary***

Employment or promotion to fill vacancies created as a result of employees' entering the service, either voluntarily or by conscription, will be considered temporary as far as such new or promoted employees are concerned.

**78. *Veteran Reinstated to Higher Position if Other Employees Promoted in His Absence***

If, subsequent to the date of leaving employment for military service, an employee with less seniority in the job previously held by a reemployed veteran has been promoted, and such veteran is qualified for the next higher job to that previously held by him, such veteran shall acquire seniority in such next higher job, dating one day prior to the seniority of the employee in such next higher job having the next highest seniority to such veteran.

**79. *Veteran Promoted to Position Filled During His Absence***

Employees who have served in the armed forces during the emergency and who are reemployed by the employer shall have the right to exercise their departmental seniority in the making of application for such jobs where a vacancy has been filled during his period of absence in the armed services and provided that he is reemployed during the period immediately following and not longer than 90 days subsequent to his date of discharge from the armed services. It is understood and agreed that the above referred to employees shall be permitted to make only one application for such jobs and where an upgrading program is in effect he can apply for only the job or position immediately above the job or position held at the time he volunteered or was drafted into the services.

If the employee has the seniority and is qualified for the job as outlined above then he shall be given the job for which he applied and his seniority standing in that job will be dated from the time the junior employee was given said job.

Any veteran reemployed prior to the signing of this agreement shall have 15 days in which to make application for such job and any employees who return subsequent to the signing of this agreement must file application within 15 days following the date of reemployment.

**80. *Veteran May Claim Job Posted During Service if Incumbent Has Less Seniority***

The Selective Service Law recognizes the rights of a returned serviceman to advancements that might have occurred during his absence. Because of this, the returned serviceman may claim one job which has been open for bid during his absence. He must exercise this claim within 30 days of returning to work, and he may not displace a man with more seniority. He is subject to the provisions of the contract governing qualifications, etc.

**81. *First Consideration for Vacancy in Next Higher Grade After Reinstatement***

A veteran of World War II who has the necessary seniority and qualifications shall, when reinstated, be given first consideration for reclassification to one grade higher than the grade at which he was working in his job classification at the time his military leave of absence was granted, when a vacancy in such higher grade, if any, exists.

**82. *Vacancies Filled During the Emergency***

It is agreed that the following principles will govern the placement of former employees returning from military service whose military service prevented their advancement by bid, or otherwise, to job vacancies filled since their induction date for which they were eligible in their respective promotional lines, or for new jobs established.

(a) Such vacancies will be open to bid by the returned veteran in accordance with the provisions below.

(b) Job awards will be made in accordance with the terms of this agreement.

(c) (1) A veteran's military service will be added to his promotional line seniority in the promotional line he left.

(2) A veteran's military service will be added to his departmental seniority in the department he left.

(3) A veteran's military service will be added to his plant seniority. Such plant seniority may be applied to bid for the lowest classification in any promotional line which has been filled since he left for service.

(4) A returning veteran shall have the opportunity to bid for any new jobs filled since he left for service, and he shall be considered for such new jobs on the same basis as those employees who were awarded said jobs.

(d) A veteran shall not displace an employee with greater promotional line seniority in a job other than his former job, except for newly created jobs.

(e) A veteran must be able to competently perform the job he bids following reasonable training. If a veteran fails to so perform following reasonable training, the company will consult with the union regarding the desirability of further training or other placement.

(f) Returning veterans who cannot be placed in accordance with the preceding provisions due to handicaps acquired in military service will be given opportunity to fill other jobs in the bargaining unit which they may be able to perform where the company and the union agree such procedure is practicable.

(g) A veteran returning to work shall follow the procedure below:

(1) He will be placed on the job he left and shall start training for any higher job in that promotional line to which he is entitled.

(2) Within 30 days of his return to work he may bid for any other job to which his promotional rights entitle him.

(3) His placement will be final 30 days after regular assignment, except that deviations from this procedure may be made where the company and the union agree that it is practicable, in which case he will be returned to his old job with accumulated seniority.

#### **83. *Qualifications for Higher Position More Liberally Construed for Veterans***

Where a returning veteran would have been entitled to promotion had he been continuously employed by the company, he shall have the right to elect to be reemployed in his former position or to the position to which he would have been promoted had he been continuously employed by the company, but in the latter event the veteran shall be subject to the same provisions governing qualifications for promotion as apply to other employees in the mill, which provisions, however, shall be more liberally construed as to such returning veterans.

#### **84. *Rate of Pay Adjusted for Changes Made During Veteran's Absence***

Such reinstatement shall be without loss of seniority for the time spent in armed service, and at a regular rate of pay, plus any wage increase, or minus any wage decrease, that may have become effective during his absence.

#### **85. *Military Service Credited in Determining Rate of Pay Within Job Classification***

An employee returning from a military or civilian war service leave of absence, who is reemployed, shall receive the rate of pay provided for in the then existing time steps of the job classification taking into account the time credit which had accrued when he left for war service plus the period of his absence because of war service.

#### **86. *No Credit for Military Service in Determining Wage Rate Applicable on Reinstatement***

Unless and until otherwise ruled by the United States Supreme Court no credit shall be given for the period of military service for the purpose of determining the proper wage rate at the time of the return to work.

### ***Effect of Veterans' Reemployment on Other Employees***

Agreement provisions which define the status of employees displaced by returning veterans are not frequent. Such clauses, where found, usually specify that employees replacing those who enter military

service are subject to discharge when the veterans return or that they will be laid off or transferred in accordance with their own seniority.

Some agreements state that the company will make every effort to find another position for an employee displaced by a returning veteran, while in rare cases, an employee demoted in order to rehire a disabled veteran continues to receive the wage rate of the classification from which he was demoted.

**87. *Veteran's Replacement Subject to Discharge When Veteran Returns***

The company agrees that if any employee covered by this agreement shall during the period of this agreement enter the land or naval forces of the United States, upon his honorable discharge from such service the company, if requested within 90 days after such discharge, and if the employee is still qualified to perform the duties of such position, will restore such employee to his former position or to a position of like seniority, status and pay, unless the company's circumstances have so changed as to make it impossible or unreasonable to do so. The company shall be permitted to release from such employment any employee hired to take the place of such employee.

**88. *Veteran Displaces Employee With Least Seniority in His Classification and Seniority Group***

If the corporation shall lay off an employee to give employment to a veteran pursuant to the Selective Training and Service Act of 1940, as amended, it shall lay off the employee having the least seniority in his classification and seniority group.

**89. *Displaced Employee Takes Position to Which His Seniority Entitles Him***

In the event that any employee is displaced as a result of the return of an employee from such service, such displaced employee shall be put in whatever position is available in accordance with the seniority provisions of this agreement.

**90. *Displaced Employee Relegated to His Former Status***

Any employee who has completed four consecutive months of active service with the company and who \* \* \* has entered or enters the active military service of the United States \* \* \* shall be entitled to reinstatement \* \* \*. In order to make a place for such employee upon his return to the company, any person who as a result of the absence of such employee has been promoted, transferred or hired, shall be subject to demotion, transfer, or lay-off, as the case may be.

**91. *Company Endeavors to Find Another Position for Displaced Employee***

The company agrees to make every effort to reemploy the veteran in another position where it is impossible to restore him to his former or equivalent position. It is agreed that the company will make every effort to place the employee relinquishing the position in another position whenever possible.

**92. *Employee Demoted in Order to Place Disabled Veteran Continues to Receive His Former Wage Rate***

Any employee who is displaced from a classification by reason of the placement of a disabled veteran, will take his place in the next lower classification and have his rate maintained at the level of the rate paid in the classification from which he was demoted, as long as the displaced employee remains in such next lower classification, and as long as the demotion is the direct result of the placement of the disabled veteran.

**93. *Procedures for Displacement Due to Returned Veteran***

An employee displaced from his job through the return of a veteran shall follow the procedure below:

(a) He will be demoted in his current promotional line until the returned veteran makes his final election.

(b) Within 30 days of the date the veteran makes his final election, the displaced employee may elect to return to his last prior promotional line with accumulated seniority if he regularly worked in such promotional line subsequent to May 1, 1940, and he shall be entitled to a job in such promotional line corresponding to his proper promotional line seniority level.

(c) If working in promotional lines changed by the terms of this agreement, such displaced employee shall, within 30 days, elect demotion in the former or in the new promotional line, but may not displace an employee with greater promotional line seniority.

(d) Such displaced employee may claim a job in the lowest classification of any promotional line in his department if such job is held by any employee having lower plant seniority.

(e) None of the preceding provisions shall operate to place an employee in any job for which he is physically or otherwise unqualified.

### ***Benefits Other Than Reemployment Rights***

Some agreements follow the wording of the Selective Service Act which provides that returning veterans "shall be entitled to participate in insurance or other benefits offered by the employer pursuant to established rules and practices relating to employees on furlough or leave of absence in effect with the employer at the time such person was inducted into such forces."<sup>5</sup>

Other agreements go beyond the requirements of the act and grant additional benefits to returning veterans. In a few cases a bonus is granted, and it is sometimes specified that the veteran must have been reemployed for a minimum period before receiving his bonus, the purpose being to disqualify those employees who have no serious intention of remaining with the company.

Another type of benefit provision grants leave of absence to employees who wish to continue their education under the GI Bill of Rights, and in some cases agreements specify that employees shall accumulate seniority during this leave of absence.

Occasionally, returning veterans are given preference in choice of shifts.

**94. *Veteran Entitled to Insurance and Other Benefits Offered by Employer***

Any employee who is restored to a position in accordance with the above provisions shall be considered as having been on furlough or leave of absence during his period of service, shall be so restored without loss of seniority, shall be entitled to participate in insurance or other benefits offered by the company pursuant to established rules and practices relating to employees on furlough or leave of absence in effect with the company at the time such person entered the service,

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<sup>5</sup> Selective Service Act, section 8 (c).

and shall not be discharged from such position without cause within 1 year after such restoration.

*95. Bonus Upon Return From Service*

The employer agrees to continue its policy that any employee employed for more than 6 months who is inducted into the armed forces of the United States shall receive 2 weeks' salary, to be paid to such employees at the time their employment temporarily ceases with the employer, and an additional 2 weeks' salary upon his return from such military service.

*96. Bonus Upon Completion of 30 Days' Reemployment*

All veterans of World War II who were in the employ of the company and who are presently employed and all those who shall subsequently return, shall receive, after completing 30 days of reemployment, a \$50 bonus.

*97. Payment During First Year for Time Lost from Work for Treatment*

Necessary absences of veterans during standard work schedules within the first year of reinstatement or employment for the purpose of visiting a governmental hospital, doctor, or Veterans' Bureau in connection with service-incurred disabilities when so scheduled by a Government agency shall be paid for at the standard hourly rate (average hourly earnings for piece workers) including night work and 7-day coverage bonus when applicable, subject to a limitation on such payments of 10 standard daily work schedules or an equivalent number of hours. A copy of the Government agency letter authorizing the veteran to visit the doctor, or other satisfactory evidence of the necessity for absence, will be required as a condition of payment for time lost.

*98. Leave of Absence for Education under GI Bill of Rights; No Time Limit*

Veterans of World War II, who are employees of the company and hold seniority with the company, will be granted leaves of absence for a period not to exceed the duration of his or her schooling in order to partake of any full or part-time schooling offered them under the GI Bill of Rights.

*99. Leave of Absence for Education Under GI Bill of Rights: 1 Year's Leave*

Veterans of World War II, who are employees on the date of signing this agreement, shall be granted, upon acquiring seniority, leaves of absence not to exceed 1 year to exercise educational privileges under the GI Bill of Rights.

Leaves of absence for the reason set forth in the next preceding paragraph will be granted only when requests are made in writing by veterans to the labor relations supervisor not less than 1 week in advance of such leaves. Each such leave shall be granted subject to written confirmation as promptly as possible from the accredited educational institution in which the veteran is enrolled to the labor relations supervisor.

*100. Leave for Education Before Returning to Work or Within 1 Year after Return*

Any employee who is a veteran of World War II and who desires to pursue a course of study before returning to employment with the company or within 1 year after his return to employment with the company shall be granted a leave of absence for such period as may be necessary to complete such course of study but not to exceed 2 years without the approval of the advisory committee.

*101. Termination Allowance Paid if Veteran Fails to Return to Work after Educational Leave*

An employee on "veteran's leave" [for education under GI Bill] who notifies the company in writing at any time that he does not elect to exercise his preferential rehiring rights hereunder, or who fails to notify the company that he wishes

to return to work within the 30 days following termination of his "veteran's leave" hereunder, shall be entitled to the termination wage normally provided in section \* \* \* of this agreement.

**102. *Seniority Accumulation During Absence for Education***

Veterans of World War II who apply for and are granted by the U. S. Government the right to enter an educational program sponsored by the Government will accumulate seniority during the time spent in such educational program provided they apply for reinstatement with the company within 30 days of the end of their training program.

**103. *No Company Obligation to Furnish Veteran Summer Work While on Educational Leave***

It is expressly understood that while any employee on "veteran's leave" [for education under GI Bill] may apply for temporary work with the company during summer vacations, and while, if hired for such work, he shall receive additional seniority credit for the period in which he actually works for the company, the company shall have no obligation to provide him with employment during vacation periods, nor shall his return to work during vacations affect his "veteran's leave."

**104. *Choice of Shifts for Reemployed Veteran***

Any employee who left the employ of the company to enter the military service, naval service or Merchant Marine and who returns to work within time limits allowed under the Selective Training and Service Act of 1940, as amended, shall be given preference on choice of shifts, but only at the time of his return.

**105. *Preference to Veterans in Filling Apprentice Vacancies***

In the event there is an increase in the number of apprentices and there are no apprentices on the recall list of the affected apprentice occupation the employer will give preference to veterans of World War II provided their qualifications are equal to or greater than other available employees.

**106. *Military Service Time Credited for Pension Eligibility***

The accumulated pension credits of employees participating in the uniform pension and benefit plan will remain intact during leave of absence for military duty, and in determining the appropriate minimum pension, the period of such active duty will apply to the employee's total company service, as if he had remained at work.

**107. *Military Service Counted for Dismissal Pay Purposes***

When an employee is restored to employment under the above provisions [military service leave], his dismissal indemnity rating and other rights under this contract shall be unimpaired, and the period of such leaves of absence shall be considered service with the publisher in computing severance indemnity.

**108. *Military Service Credited for Benefits Which Depend on Length of Continuous Service***

The time spent by an employee in military service shall be credited as time spent in the employ of [employer]. Upon the resumption of employment, such time shall be added to the time of continuous service of such employee in the records of employer. Such time shall be given full value in computing severance pay, experience rating, length of service compensation, vacations and all other benefits which depend in whole or in part upon the length of continuous service with [employer].

109. *Dismissal Pay if Veteran Not Reemployed or Dies as Result of Military Service*

In event any employee entering [military] service under these provisions applies for reemployment and, under the conditions as outlined in these military clauses, is not reemployed, he shall be paid his regular dismissal indemnity, and in the event of the death of an employee during such leaves of absence, the publisher shall pay to the designated beneficiary of the deceased employee's estate the dismissal indemnity as provided in the dismissal pay schedule clause.

### *Veteran's Status After Reemployment*

Comparatively few agreements incorporate specifically the provision of the Selective Service Act which stipulates that veterans must not be discharged without cause within 1 year after reinstatement. Such protection against violation of the spirit of the act is probably considered unnecessary in most cases, since agreements usually include special procedures governing the discharge of all permanent employees.

Under the terms of some agreements veterans are still granted superseniority in lay-offs, but in general, agreements specify that veterans are subject to the same seniority rules governing lay-off as apply to other employees.

Where wages are computed on a piecework basis, the earnings of returned veterans are likely to be below average until their dormant skills are reestablished. In order to maintain veterans' earnings during this period of adjustment, a few agreements guarantee earnings equal to the average earnings of other employees.

Another type of provision affecting the veteran's status after reinstatement exempts such employees from joining the union where a union shop is in effect. A variation of this extends the exemption only to employees who were not union members at the time of departure for military service. In cases where first consideration must be given union members in the hiring of new employees, agreements sometimes allow the employer to hire veterans without first considering union members.

An important general consideration relating to military service concerns the effect of changes made in the union agreement during the employee's absence. Are the rights of returning employees to be determined under the provisions in effect at the time of departure or under those in effect at the time of return? Few agreements resolve this question specifically, but the most common provision along this line is a requirement that the veteran must accept all terms and conditions of the agreement in effect at the time of return.

Some agreements recognize that the proper integration of the veteran into the labor force does not end the day he is reinstated to his

former job, and provide for permanent joint committees for the handling of veterans' problems.

**110. *No Discharge Without Cause for 1 Year After Reemployment***

Any employee restored to a position in accordance with this article shall be considered as having been on leave of absence during his period of service in the armed forces or Merchant Marine and shall be restored without loss of seniority, and shall not be discharged from such position without cause within 1 year after such restoration.

**111. *Veteran Has Superseniority in Lay-offs***

The corporation may keep a veteran in a position to which he has been restored pursuant to the Selective Training and Service Act of 1940, as amended, or in any position to which he shall have been transferred or promoted, for more than the period of 1 year specified by the act, even though there shall be employees, other than veterans, with greater seniority who are laid off at the time.

**112. *No Superseniority in Lay-offs***

In the event of a lay-off from the plant, veterans shall be subject to the provisions of this agreement applicable to such lay-off, except that if by final decision of the United States Supreme Court, or by legislation, it shall be determined that such veterans are entitled to greater rights, this agreement shall be deemed amended thereby to reflect the effect of such decision or legislation.

**113. *Guarantee of Average Earnings in the Department for 6 Weeks After Reinstatement***

It is agreed that all employees in the military or naval service returning to their jobs will be guaranteed for a period of 6 weeks 100 percent earnings based upon the department average.

**114. *Union Membership Requirement Waived for Veterans***

It shall be a condition of employment for all present employees covered by this agreement to become members of the union and to remain members of the union in good standing during the life of this agreement, and the union agrees to accept all such persons into membership without discrimination, fines, penalties, or assessments. All new employees hired shall, after 30 days, be required to join the union and to remain members of the union in good standing during the life of this agreement, and the union agrees to accept all such applicants into membership without discrimination, fines, penalties, or assessments. The provisions of this article shall not apply to returning servicemen who left the employ of the employer to join the armed forces.

**115. *Veteran not Required to Join Union if not a Member at the Time of Induction***

Employees exercising the right hereunder to be restored to employment and who were not members of the union at the time their employment with the company was discontinued and they entered into the service of the United States, shall have the option of determining whether they desire to become members of the union and they shall not be required to become members as a condition of employment.

NOTE: This clause is taken from an agreement which requires maintenance of membership for present members of the union and requires newly hired employees to join the union within 30 days from the date of employment.

**116. *Hiring Through Union Waived for Veterans but Membership Still Required***

The company will notify the union whenever a new employee is wanted and will give first consideration to such candidates as the union may offer. If suitable

applicants are not presented by the union, the company then may secure the needed employees.

The employer shall have the right to employ veterans of World War II without notifying the union. Such veterans so hired will become members of the union and shall comply with all provisions of the agreement.

*117. Veteran Must Accept all Terms of Agreement in Effect at Time of Return*

It is understood, however, that no persons shall be reinstated under this section of the agreement unless he accepts all the terms and conditions of the employment then pertaining to any agreement between the parties hereto. \* \* \* The rights of such employees as here and above set forth shall be in addition to those provided for them in the Selective Training and Service Act of 1940, or any prior or subsequent Federal or State legislation.

*118. Employer-Union Advisory Committee on Veterans' Problems*

A veterans' committee, consisting of equal representatives of the employer and the union shall be created. This committee shall consider and formulate advisory plans for the assistance, guidance, and training of veterans as well as for all other matters affecting them.

*119. Priority to Disputes Involving Veterans' Reemployment*

Any dispute arising under any section of this article [military service] shall be immediately and without delay referred to the joint labor relations committee. Such disputes shall have priority over all others.

## *Disabled Veterans*

Under the Selective Service Act employers are not required to re-employ a veteran who is no longer qualified to perform the duties of the position he left. Many agreements, however, provide for special consideration to returned veterans who cannot meet the physical standards for their former jobs. In some cases, employers are required to place such employees at any work they are able to perform or can be trained to perform. In other agreements employer and union pledge themselves to cooperate in locating suitable jobs for disabled veterans.

Sometimes the parties agree to waive the seniority provisions of the agreement in order that physically handicapped veterans may be placed in jobs they are capable of performing. Where seniority is normally applied on a departmental basis, special consideration may be extended veterans physically disqualified for their former jobs by permitting them to displace employees with less seniority on a plant-wide basis. Other agreements not only grant preference to disabled veterans in job placement, but also give them top seniority over all employees when lay-offs are made.

Although disabled veterans are usually paid the same rate as other employees for the job at which they are placed, a few agreements reserve to the employer the right to hire handicapped veterans at rates lower than the wage scale for fully qualified employees.

**120. *Disabled Veterans Guaranteed Employment for Term of Agreement***

Reemployment of employee disabled veterans. Former employee disabled veterans who apply for reemployment shall be reemployed by the company on work suitable to such employee's capacity without regard to seniority or any other consideration, and shall be guaranteed employment for the duration of this agreement.

**121. *Employer Endeavors To Provide Work Suitable for Disabled Veteran***

When because of injuries received in line of duty with the military or naval forces of the United States or with the United States Maritime Service, an employee cannot qualify after his discharge from such service to perform the duties of the position which he held with the company when he entered the military or naval forces of the United States, or the United States Maritime Service, if in the opinion of the company the mental or physical condition of such an employee would permit him to perform other lighter or less exacting work, the company will endeavor to rehire such employee for any such work as may be available.

**122. *Disabled Veteran To Be Trained for Job He Can Perform***

A veteran of World War II, who immediately prior to his entering into the service of the armed forces of the United States was employed by the employer on a permanent basis and who is at the time of his application for reemployment (within 90 days of honorable discharge, or release from hospitalization) handicapped by a physical disability arising out of such service, shall be given employment in any available jobs he is capable of performing, or if he is incapable of performing any available jobs, then he shall be offered the opportunity of being trained for a job thereafter likely to be available which, after a reasonable training period, he may reasonably be expected to qualify. If he is employed, the employment shall be on the basis of plant-wide seniority.

**123. *Seniority Provisions of Contract Disregarded in Assigning Jobs to Handicapped Veterans***

The company and the union agree that employees of the company returning from service in the armed forces of the United States, who are physically handicapped as a result of serving in the armed forces, shall, whenever possible, be placed on any job which they are able to perform. In such cases, seniority provisions of this contract shall be disregarded with respect to job assignment and such employees given preference over any other employee. This does not apply to shift assignment.

**124. *Disabled Veteran Placed on Suitable Job Even if Senior Employee Displaced***

A former employee veteran who may be unable to resume his former job due to disabilities acquired while in service will be placed on a job he is able to do irrespective of whether or not an employee with greater seniority must be displaced as a result of this provision. Any employee so displaced shall be treated as a laid-off employee in accordance with other provisions of this agreement. Such placements and displacements shall be made by mutual agreement between the parties.

**125. *Placement on Other Job Not to Cause Displacement of Other Veterans With Greater Seniority***

When an employee who would otherwise qualify for reinstatement applies for reemployment and if found to be incapacitated to such a degree that it prevents him from resuming his former or similar work, the company, after notification

to the union, shall assign him to a job suitable for such employee provided he does not displace another veteran of greater seniority.

**126. *Plant-Wide Seniority Exercised to Place Handicapped Veteran on Any Job He Can Perform***

An employee veteran who returns with physical handicaps acquired in military service shall be placed and retained on any job he is capable of doing or may be trained to do on the basis of plant-wide seniority.

**127. *Disabled Employee Placed on Reserve List Until Suitable Work Becomes Available***

When such employee applies for reemployment and is found to be incapacitated to such degree that it prevents him from resuming his former or similar work, the employer shall provide a position suitable to such employee's impaired capacity. If no work is available to suit the employee in his impaired capacity, he shall be placed on the available list and shall be recalled as soon as such work is available.

**128. *Employer and Union Cooperate in Locating Jobs Suitable for Disabled Veterans***

The company and the union will cooperate in making plant, departmental, and job surveys to determine what jobs are suitable and available for disabled veterans.

**129. *Employment of Disabled Veterans Handled by Company-Union Committee***

A joint committee shall be set up by the company and the union whose duty shall be to survey all cases of those disabled veterans who make application for restoration to employment whose disability prevents their being assigned to the job to which their seniority entitled them. It shall be the policy of the committee to recommend that the accumulated refinery seniority of these veterans be used to enable them to be assigned to any job in the refinery which they can perform providing they have more refinery seniority than the employee then holding the job. Should the veteran's disability status change, the committee will review his case and make recommendations for change in his assignment.

**130. *Disabled Veterans Granted Top Seniority in Lay-offs Over Shop Stewards and Union Officers***

The company will make every reasonable effort to employ former employees who would be entitled to reinstatement except for the fact of physical inability (due to disability incurred in such military service) to perform the duties of his former position with the company. Such employees, if accepted by the company for reemployment, may be placed in any open and existing job at the applicable rate therefor for which they are physically and mentally qualified, regardless of the provisions of this agreement with respect to seniority. Upon being so placed, their seniority shall be that which they had upon entering military service, plus seniority equivalent to the period of absence from the plant; and they shall have top seniority over all employees, including shop stewards and union officers, for purposes of lay-offs only.

**131. *Disabled Veteran Refusing Other Jobs Offered Receives Dismissal Pay***

In the event that such employee has become disabled [as a result of military service] from performing his former duties, and in the event that such employee shall not accept any other duties which he may be offered by the [employer], the [employer] will give severance pay to such employee in lieu of the reinstatement.

**132. *Company Reserves Right to Employ Handicapped Veterans on Rate Schedule Below Fully Qualified Workers*** (Disputes on "fair" wage for veterans subject to grievance procedure.)

The company and the union believe that, insofar as it is practical, the company should endeavor to reemploy workers who return from the armed forces in a handicapped condition. The parties agree that such employees shall, by virtue of their handicapped condition, be exceptions to the wage scale set up in this agreement. The company reserves the right to employ such handicapped workers based on a rate schedule which may be below the wages paid to fully qualified workers. The company and the union will endeavor to agree upon what constitutes a fair wage for such individuals, taking into consideration the necessity for the company to maintain a wage scale which will permit it to compete with others in the industry. In the event that any dispute arises concerning the foregoing clause, it shall be deemed to be a grievance and shall be settled in accordance with the grievance provisions of this agreement.

### *Veterans Not Previously Employed*

Some agreements, mostly in the textile and automobile industries, grant seniority credit for the period of military service to veterans who were not employed by the company at the time of their entry into the armed forces. These agreements commonly require the veteran to apply for employment within 90 days after discharge, although in rare cases as much as 1 year is allowed. The veteran is required to complete the regular probationary period before receiving seniority credit for military service.

Another requirement often specified by these agreements is that the veteran must not have been working for another employer at the time of induction or during a 90-day period immediately preceeding induction. A few agreements specify that the veteran shall not have worked at all prior to induction. Requirements of this type are often waived in the case of disabled veterans.

Nearly all of these agreements provide that no present employee is to be displaced in order to employ a veteran not previously employed.

**133. *Nonemployee Veteran Granted Seniority Credit for Military Service***

Any veteran of the present war who is hired by this company after he is relieved from training and service in the land or naval forces or after completion of service in the Merchant Marine shall, upon having been employed for the probationary period of 30 days, receive seniority credit for the period of such service subsequent to January 1, 1942, provided:

a. Such veteran shall apply for and obtain such employment within 1 year from the time he is relieved from such training and service in the land or naval forces or the time of his completion of such service in the Merchant Marine. If such veteran is unable to work by reason of physical disability for a period not to exceed 12 months, his application may be made within 90 days from the time his disability has ended.

b. Such veteran shall not be employed for the purpose of bringing about the

displacement of another worker, but once hired, his or her seniority shall be effective as of the date of entering such service.

**134. *No Seniority Credit if Veteran Working for Another Employer at Time of Induction***

The time of service subsequent to May 1, 1940, of any individual who has been honorably discharged from the United States armed forces of World War II and who was not employed in industry at the time of his entry into the armed forces and who has been hired by the company after his honorable discharge from the armed forces shall be recognized in the same manner as though he were working for the company during such period spent in the armed forces, provided such individual is employed by the company within 90 days from the time of his honorable discharge.

**135. *No Seniority Credit if Veteran Has Not Worked at all Prior to Induction***

Any veteran of World War II who had not been employed by any person, Civil Service Commission, or company previous to his or her entry into the military service of the United States Government, shall upon having completed the probationary period provided for new employees, receive seniority credit for the period of such military service, retroactive to, but not to exceed, December 8, 1941.

**136. *Disabled Veteran to Receive Seniority Credit Even if Employed Elsewhere at Time of Induction.***

Any veteran of the present war (1) who was not employed by any person or company for a period of 90 days or more immediately preceding his entry into military service, or (2) who, although employed elsewhere than by the employer within the above specified period, has acquired physical handicaps in military service, is hired by the employer hereinafter he is relieved from military service, and not dishonorably discharged, shall, upon having been employed for the probationary period provided for all new employees in this contract, receive seniority credit for the period of such military service subsequent to May 1, 1940; *Provided, however,* (a) such nonemployee veteran shall have been hired within 90 days from the time he is relieved from military service, or, if such veteran is unable to work by reason of physical disability during said period of 90 days, is hired within 90 days from the time his disability shall have ended; and (b) such nonemployee veteran shall not be employed for the purpose of bringing about the displacement of another employee.

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