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MAJOR  
COLLECTIVE  
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AGREEMENTS

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BULLETIN 1425-14

U.S. DEPARTMENT OF LABOR  
Bureau of Labor Statistics



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COLLECTIVE  
BARGAINING  
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OF SENIORITY**

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Bureau of Labor Statistics

1972

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## Preface

This is the 14th in a series of studies prepared by the Bureau of Labor Statistics designed to survey the entire scope of the collective bargaining agreement. Previous bulletins in this series are listed on the last page of this bulletin.

This study analyzes selected administrative rules and procedures, developed within the framework of collective bargaining, that determine an employee's placement or ranking on a seniority list. These procedures govern the acquisition, modification, loss, and recovery of seniority status, and the resolution of seniority disputes. Administrative procedures covering the establishment of seniority units and the transfer of seniority rights were analyzed in previous bulletins and are not discussed at length.

This study, like the earlier ones, is based on virtually all major collective bargaining agreements in the United States covering 1,000 workers or more, exclusive of railroad, airline, and government agreements. All agreements used were drawn from a current file maintained by the Bureau for public and government use, in accordance with Section 11 of the Labor Management Relations Act of 1947.

The agreement clauses presented in this report and identified in an appendix are not intended as recommended or model clauses. The classification and interpretation of clauses, it must be emphasized, reflect the understanding of outsiders, not necessarily that of the parties who negotiated them.

This bulletin was prepared in the Division of Industrial Relations, Office of Wages and Industrial Relations, by Winston L. Tillery, Bernard J. Hause, and Homer R. Kemp, Jr., under the direction of Leon E. Lunden, Project Director.



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## Chapter I. Introduction

Of the many provisions found in collective bargaining agreements, those governing the operation of seniority systems are among the most important and the most complex. They are important because seniority is a set of rights and privileges which normally becomes increasingly valuable to an employee over time. They are complex because seniority may have many applications, each subject to many conditions. In addition to describing the applications of seniority, the provisions usually define the circumstances under which seniority may be acquired, transferred, modified, lost, and, if such is permitted, regained. Effective administration of a seniority system does not require that all seniority rules be expressed in the agreement—many are not—but it does require that the parties have a clear understanding of the procedures.

In the broadest sense, the set of rights that make up “seniority” may be separated into two distinct categories: (1) the rights of an employee relative to other employees in competitive situations, as in layoffs, promotions, transfers, and choice of shifts or vacation periods, and (2) the rights of the employee to benefits, usually financial, that increase automatically with length of service. These benefits may include vacation pay, separation allowances, pensions, and longevity bonuses.

Some agreements do not distinguish between the two seniority concepts—a single seniority applying for both competitive and benefit status. Many agreements, however, establish separate rules for administering the two seniority systems, at least for some purposes. For example, while benefit seniority may be based on company service, competitive seniority may accrue by service in a department. Again, competitive seniority, but not benefit seniority, may continue during a leave of absence. This study, like two earlier ones in this series, is limited to seniority as it applies in competitive situations; therefore in those agreements that distinguish between the two concepts, only provisions applying to competitive seniority have been analyzed.

### Related studies

This is the last of three studies in the 1425 series focusing on seniority provisions, and is entirely concerned with the administrative aspects of seniority, rather than with any specific application of seniority rights. The two previous studies (Bulletins 1425-11 and 1425-13) analyzed seniority as it applies in promotions,

intraplant transfers, and layoffs. Other studies (Bulletins 1425-7 and 1425-10) contained sections on seniority rights for training opportunities and interplant transfers. In addition, studies of separation pay and vacation provisions (Bulletins 1425-2 and 1425-9) described applications of “benefit” seniority.

Several areas of seniority administration were analyzed in the previous bulletins, and consequently are touched upon only briefly here or are omitted entirely. These areas include the units within which seniority is exercised, the transfer of seniority between these units, superseniority for union officials or key personnel, and seniority in transfers into or out of the bargaining unit.

### Scope of study

For this study of selected provisions pertaining to the administration of seniority, the Bureau examined 1,974 major collective bargaining agreements, each covering 1,000 workers or more, representing almost all agreements of this size in the United States, except those in railroad and airlines industries, and in government. The agreements applied to more than 8.2 million workers, or nearly half the total coverage of collective bargaining agreements outside the excluded industries. Of these, 4.3 million workers, covered by 1,056 agreements, were in manufacturing, and 3.9 million workers, covered by 918 agreements, were in nonmanufacturing industries. All agreements were current at the beginning of 1971. They were examined for the presence of competitive seniority systems without regard to application, for provisions dealing with loss of seniority, and for the treatment of seniority in intercompany and intracompany mergers and consolidations. A sample of 489 agreements covering 2.4 million workers (including 369 agreements having seniority provisions, covering 1.8 million workers), selected on the basis of industry and worker coverage, was examined in greater detail for provisions on acquisition and modification of seniority lists, exclusions from seniority, and other aspects of administration.

Clauses were selected for quotation in this report to illustrate either typical procedures or the variety of ways in which negotiators handled a specific situation. The clauses are numbered and the agreements from which they were taken are identified in appendix B. When necessary, minor editorial changes were made to enhance clarity or to eliminate irrelevant wording.

In appendix A, a number of seniority provisions are reproduced in their entirety to show the manner in which the clauses fit together.

### Seniority provisions

*Prevalence.* Of 1,974 major agreements covering 8.2 million workers, 1,501, for 6.1 million workers, referred to seniority. (See table 1.) With the exception of agreements in the apparel and leather goods industries, all or nearly all agreements in manufacturing established the principle of seniority. In these two industries, sharply differentiated skills, seasonal employment, high turnover, employer instability, and a tradition of equally sharing available work often combine to make seniority applications impractical or unnecessary. In nonmanufacturing industries, the proportion of agreements having seniority provisions was much lower, largely because these provisions rarely are found in contract construction agreements. In this industry, skill, journeyman status, opportunities for self-employment, and employment attuned more to particular projects than to particular employers generally substitute for seniority systems. The services and hotel and restaurant industries also had a relatively low proportion of seniority provisions in their agreements, although still over 70 percent in each case. This may be attributed in part to seasonality and labor turnover.

The percentage of agreements having seniority provisions varied widely with the type of employer unit:

	<u>Referring to seniority</u>		
	<i>Agreements studied</i>	<i>Number</i>	<i>Percent</i>
Single employer, single plant	641	636	99
Single employer, multi-plant	499	491	98
Association	688	265	38
Industry/area	146	109	75

Nearly all of the agreements covering single employers and three-quarters of the industry/area agreements provided for seniority systems. Fewer than two-fifths of the association agreements referred to seniority, since these multiemployer agreements were concentrated in those industries in which seniority provisions were not prevalent.<sup>1</sup>

Even wider variation was found in the distribution of seniority provisions by union. Many of the national and international unions, particularly those with membership primarily in manufacturing, had negotiated seniority provisions in all or almost all their agreements. The following five unions together negotiated 37 percent of all the agreements referring to seniority, applying to more than 51 percent of all workers covered:

<sup>1</sup>In addition, some multiemployer agreements may leave seniority a subject to be negotiated with individual employers.

	<i>Agreements studied</i>	<u>Referring to seniority</u>	
		<i>Number</i>	<i>Percent</i>
Teamsters	165	156	94
Steelworkers	142	142	100
Machinists	103	103	100
Auto Workers	102	102	100
Communications Workers	52	52	100

These figures are in sharp contrast to those for unions that negotiated the bulk of their agreements with employer associations, and for unions in the industries having few seniority provisions:

	<i>Agreements studied</i>	<u>Referring to seniority</u>	
		<i>Number</i>	<i>Percent</i>
Carpenters	100	12	12
Laborers	83	3	5
Operating Engineers	49	6	12
Garment Workers, Ladies'	33	9	33
Clothing Workers	22	13	58

Variation also was found in the prevalence of seniority provisions when the agreements (excluding 70 covering miscellaneous occupations) were sorted by occupational coverage:

<i>Occupational group</i>	<i>Agreements studied</i>	<u>Referring to seniority</u>	
		<i>Number</i>	<i>Percent</i>
Plant and maintenance (blue-collar)	1,637	1,192	73
Plant, maintenance, and white-collar	106	104	98
Clerical, sales, or both	133	127	96
Professional and technical	28	10	36

Virtually all agreements covering both blue- and white-collar workers, as well as those only applying to clerical or sales personnel, established seniority systems. However, again because of the industrial distribution, fewer than 75 percent of the agreements applicable only to blue-collar workers contained seniority provisions. Since ability generally is stressed more than seniority by both employers and employees for professional and technical jobs, agreements only covering employees in these positions contained relatively few seniority provisions.

*Details found in the agreements.* Nearly all of the 1,501 agreements with seniority provisions stated the conditions in which seniority would apply,<sup>2</sup> and almost as

<sup>2</sup>The most common applications were in layoffs, recalls, promotions, and transfers. Less often, seniority could be exercised for choice of shifts or hours, vacation periods, training, apprenticeship and overtime opportunities, etc.

many included at least some administrative details.

A few agreements referred to seniority while giving no details. Included in this group were several multiplant or multiemployer agreements in which all the terms of the seniority provisions were to be determined at the local level, as in the following clause:

- (1) Seniority provisions, if any, shall be negotiated locally and shall be made an addendum to this agreement.

Some master agreements established general rules and at the same time permitted some decentralization. The following clause allowed local negotiators to set seniority rules and procedures provided these did not conflict with the terms of the master contract:

- (2) This Article 11 of the agreement contains seniority principles which the parties have agreed upon as governing in all of the plants covered by this agreement. In addition, each bargaining unit has rules governing the details of application of such principles which are not dealt with in this Article 11.

Except at those plant locations where review has already been completed, local seniority rules and specific application of Article 11 will be reviewed and completed at each plant location as promptly as possible but in no event later than May 1, 1971. Modifications and changes consistent with the provisions of Article 11 may be negotiated up to such date. If the parties fail to reach agreement, the present seniority rules and procedures as modified by this agreement shall remain in effect for the duration of this agreement. Local seniority rules cannot conflict with the terms of this agreement.

Neither this provision nor any other provision of this Article 11 shall be used as the basis for eliminating any local seniority rules or practices with respect to the right of an employee to elect a layoff instead of an assignment to a different job during a reduction of forces, which may have been in effect at particular locations on October 1, 1955. Such local rules or practices which were in effect on October 1, 1955, shall be restored at the particular locations at which they were in effect but shall not be enlarged.

*Seniority committees.* Of 369 sample agreements referring to seniority systems and studied in detail, 21 established joint labor-management committees to study or improve the seniority procedures. The first two illustrations authorized the committees to settle seniority disputes by majority vote, while the third established study committees to work out procedures for administering seniority:

- (3) Disagreements arising out of the application of this seniority article will be handled by a Seniority Committee consisting of 5 representatives of the union and 5 representatives of the employer. Concurrence of a majority of the Committee shall be necessary for a decision by it, and such decision shall

be final and binding. If the vote of the Seniority Committee in any case is evenly divided, the case shall be taken to Step 4 of the grievance procedure . . . .

- (4) Questions of seniority shall be settled by a Seniority Board made up of six members – three elected by the union and three selected by the company. Majority decisions of the Seniority Board shall be final and binding. When a deadlock occurs, the matter may be handled in the same manner as a regular grievance.

- (5) We recognize the necessity for administering seniority in major departments, sub-departments and other groups, recognizing plant seniority, department seniority, and integration of shifts. It is understood that past practices have developed in departments, sub-departments, areas and jobs, all with individual and/or group reasons and actions. The parties agree that the principles of plant seniority, department seniority, and shift integration are in the best interest of the employees, the union, and the company to benefit long service employment. We agree that the details and procedures of administering seniority will be studied, reviewed and resolved by sub-committees, one appointed by the union and one appointed by the company, and that full mutual agreement on the resolution will be reached within six months.

*Intercompany seniority.* Seniority is usually thought of as a job right with a single employer. A very small number of agreements, however, permitted the limited exercise of seniority between companies.<sup>3</sup> The following clause provided unemployed but experienced workers definite hiring rights with employers under the agreement, although the industrywide seniority was not to prevail over the seniority of employees of the hiring company:

- (6) In case it shall become necessary for the employer to lay off one or more employees, seniority rules shall apply, within classifications; the employee who has been with the hotel the shortest length of time shall be the first to be laid off and in re-hiring, those laid off first shall be the last to be re-employed. Senior employees shall have preference of shifts and days off, and shall have a choice of vacation periods.

Employees with experience in the hotel industry in San Francisco shall be hired to fill vacancies in accordance with their seniority in the hotel industry; provided that such industry-wide seniority shall not prevail over the seniority of other employees in the hotel where such employee is hired, unless he is rehired in a hotel where he had previously gained seniority.

*Quasi-seniority.* In addition to a few agreements with true seniority provisions, the construction industry has a large number of agreements which set up quasi-seniority systems. These differ in several major respects from the competitive seniority systems to which this study is

<sup>3</sup>Seniority rights may also be transferred between separate but affiliated or associated concerns, although this cannot be defined as true intercompany seniority.

limited. Usually the quasi-seniority system: (1) is administered jointly, or by the union alone, as opposed to the more common practice of administration by the company; (2) applies only to referrals of unemployed workers to employers; (3) entails no employer obligation to hire the particular worker so referred; (4) is exercised on an industrywide basis within a specified geographic area instead of with a single employer; and (5) involves a very limited ranking of employees, since all employees

who have satisfied certain minimum requirements hold equal rank, and presumably are then referred on a first-come, first-served basis.

The last named feature—equality for all employees who establish seniority—is perhaps the primary distinction between the usual competitive seniority system and the construction seniority system, since competitive seniority by definition requires a definite individual ranking or “pecking order.”

## Chapter II. Acquisition of Seniority

How the newly hired employee acquires seniority is of fundamental importance to the study of seniority administration. Seniority normally is not acquired immediately upon hiring, but is attained after a probationary period which the employee must complete satisfactorily. It is easier for the employer to discharge an unsatisfactory employee before he acquires seniority and the rights usually associated with it. Upon successfully completing the probationary period, the employee usually is granted seniority retroactive to the date of hire.

### Time of acquisition

Seniority was mentioned in 369 of the 489 agreements studied in detail, of which 280 further specified when seniority would be acquired. (See table 2.) By far the largest number of contracts (218) stated that seniority would begin at the end of a specified period, retroactive to the date of hire. The following examples are illustrative of provisions of this type; most clauses permitted the layoff or dismissal of probationary employees at the employer's discretion:

- (7) Employees covered by this agreement shall be regarded as temporary employees for the first 90 days of their employment, and the company shall under no condition be required to re-employ temporary employees if they are discharged or laid off during the said 90 day period, nor may it be required to pay them back pay or other penalty or reimbursement for any period for which they have not worked, provided, however, that when an employee has completed his 90 day term as a temporary employee, his seniority shall relate back to his original date of hire by the company.
- (8) An employee shall be considered a probationary employee for the first 90 days of his employment, and thereafter his seniority shall be from his most recent date of hire. In the case of probationary employees, there shall be no seniority rating nor responsibility upon the part of the company for continuous employment nor for reemployment if laid off before the completion of their continuous probationary period. It is understood and agreed that during such probationary period, layoff or discharge shall be left to the discretion of the company.
- (9) "Seniority" means the total length of service at the plant subject to the rules set forth below.  
The first 90 calendar days of continuous service will be a probationary period during which time an employee has no seniority standing and will be subject

to transfer, demotion, lay-off or discharge in the sole discretion of the company.

Upon satisfactory completion of the probationary period, the employee will be placed on the seniority list and his seniority will be dated back to the beginning of his employment.

Another 41 contracts indicated that seniority would be acquired at the end of the probationary period, but did not specify whether the seniority computation date was retroactive:

- (10) Each employee of less than 12 months' service in any plant shall be considered a probationary employee without seniority in such plant. After having completed such 12 months' service, he shall be considered a regular employee in such plant.
- (11) It is hereby agreed by the employer and the union that the employer shall and hereby does recognize seniority rights in all respects in the following fields:  
The employees shall be promoted, demoted, laid off and returned to service according to their length of service, and in vacation time days off and overtime work and scheduling of the full work week providing that the employees are qualified to do the work and provided further that employees shall not establish seniority rights until they have been employed for 30 days.

Still fewer agreements stated that seniority would be retroactive to an adjusted date, which usually gives the employee seniority credit only for time actually worked. The first example also indicated restrictions on the use of the grievance procedure by probationary employees:

- (12) Newly-hired employees, and employees rehired after their seniority has been broken for any reason, will be considered probationary employees and without seniority rights until they have been employed for 60 calendar days by the company. Such 60-day period may be accumulated during the period of 2 consecutive years, unless broken by any of the causes set forth in section 7 of this Article. Upon completion of the probationary period, they will be credited with plant-wide seniority and with seniority in the classification and occupational group to which they are assigned dating back 60 days from the date of completion of the probationary period. No grievances may be filed regarding the discharge or layoff of a probationary employee, except where it is alleged that the discharge or layoff was for union activities.

(13) New employees are considered probationary normally for a period of 66 days of work after which they will be classified as regular employees. The line of promotion of new employees who attain regular status in accordance with the above shall be that line of promotion in which they first qualify on a bona fide vacancy. During the probationary period, an employee will have no seniority rights under this agreement and may be terminated at any time. In the attainment of regular status, the company will accumulate the actual days worked as probationary employees and will adjust their seniority dates accordingly.

Contracts which specified that seniority would begin at the date of hire were rare:

(14) Only full-time employees (37½ hours) shall accrue seniority. Seniority shall begin as of the date the employee commences work for the employer. An employee's seniority shall be terminated with the termination of his employment.

No agreements were found clearly dating seniority of regular, full-time employees only from the end of the probationary period.

Of the 280 agreements which stipulated the length of time necessary to obtain seniority status, five provided for immediate acquisition. In the remaining agreements, periods usually were more than 30 days, but not more than 90 days. (See table 3.) Periods of more than 6 months were a rarity.

The computation of time varied; the illustrations below specified calendar days, actual working hours or days, and months:<sup>4</sup>

(15) New employees shall be on probation for the first 30 calendar days of their employment and shall be placed on the seniority list after the successful completion of their probationary period, and their seniority shall date back to their date of employment. The date of employment will be used for the application of seniority in group, department and plant.

(16) New employees and those hired after a break in continuity of service will be regarded as probationary employees for the first 260 hours of actual work and will receive no continuous service credit during such period. Probationary employees may file and process grievances under this agreement but may be laid off or discharged as exclusively determined by management. Probationary employees continued in the service of the company subsequent to the first 260 hours of actual work shall receive full continuous service credit from date of original hiring.

(17) All employees subsequently hired will be required to serve a probationary period of 60 working days from the date of their employment during which time the company may terminate their services at will.

(18) For the purpose of simplifying the keeping of records, and to avoid the acquirement of seniority status of temporary employees, no seniority can be acquired during the first 6 months of any employee's employment. If such employee remains actively and continuously in the employ of the company for as long as 6 months, he will then acquire seniority dated back to the first day of his employment.

The length of the probationary period was not always uniform for all employees. Twelve contracts provided for varying periods before acquiring seniority. The first example below changed the length of the probationary period according to labor grade. The second clause occurred in a retail trade agreement, and may have been devised to permit the hiring of temporary employees for the Christmas season with a consequent layoff before they acquired seniority:

(19) Probationary Period – Hourly rated employees  
All new employees shall be regarded as probationary employees during the first 60 calendar days of their employment by the company.

Probationary Period – Salary employees

A. Those in labor grades A-6 through A-8 – 2 months

B. Those in labor grades A-9 through A-11 – 4 months

C. Those in labor grades A-12 through A-15 – 6 months

A probationary employee shall have no seniority rights . . .

(20) Seniority for an employee hired between January 1 and October 1 of any year shall not begin until the employee has completed 30 days of employment. Seniority for an employee hired between October 1 and January 1 shall not begin until the employee has completed 90 days of employment or the employee is retained on the payroll upon the completion of the taking of annual inventory, whichever occurs first, but not less than 30 days. After an employee has worked the requisite 30 or 90 days, his length of service with the company shall be computed from the first day he was first employed.

#### Effect of interruption of service during probationary period

Occasionally, an employee may lose considerable time from work—because of an illness or a layoff, for example—before he has completed his probationary period. Of the 280 sample agreements referring to the time period for acquisition of seniority, 76 stipulated the effect absence would have on the employee's progress toward gaining seniority and regular status. (See table 4.)

The most common practice, specified in 67 agreements, permitted the employee to retain the service credit he had accumulated up to the time of the

<sup>4</sup>For the tabulations, all were converted to calendar days.



interruption, while allowing no further accrual during the absence.<sup>5</sup> Fifty-five of the provisions established a limit on the total time, including time absent, allowed for completion of the probationary period. Thus, as in the first illustration, the clause could require that the employee work 168 hours within a 60-calendar-day period, or, as in the second example, the provision could necessitate the completion of a 9-week probationary period within a 13-week span:

- (21) A new employee shall have seniority provided he works 168 hours within a period of 60 calendar days and such seniority will date back to the original date of employment.
- (22) Effective October 1, 1965, a new employee shall be considered a probationary employee without seniority rights until such an employee has worked continuously for a period of 9 weeks or has worked not less than 9 weeks during any 13 week period. In calculating the 9 weeks only those weeks for which the employee received pay for time worked shall be counted.

Employees may work in one or more departments before completing their probationary period. Upon completion of their probationary period they will establish departmental service in the department in which they are working at the time, starting with their last date of employment in the plant. Until an employee has the status of a regular employee, he shall have no seniority rights and shall be employed only at such times as it is possible to give employment to all competent regular employees.

Similarly, 12 agreements provided for the retention of service credit without a specific time limitation in the event of an interruption of service during the probationary period:

- (23) Upon completing 30 continuous calendar days' service, probationary employees will be given permanent seniority retroactive to the first day of said period. In the event an employee is laid off from work before he has worked 30 continuous calendar days and is recalled to work at the plant, he will be given credit for the time he has already worked with respect to accumulating 30 continuous calendar days of seniority.

In a small number of agreements service credit accrued during a short interruption of service. In the following example, accrual of service credit continued, provided total absences did not exceed 5 days:

- (24) All employees will be probationary employees until they have completed 30 working days of service with the employer. During their probationary period they will not be entitled to seniority, and during such probationary period any employee may be discharged with or without cause. At the end of the probationary period, each employee will be entered on the seniority list as of the date of his last hire. Approved absences which do not exceed in the aggregate 5 days shall be regarded as days of service for the purpose of computing the probationary period.

By contrast, in one agreement prior credit was lost if service was interrupted during the probationary period:

- (25) An employee shall lose his seniority if he . . . is discharged or laid off due to reduction of personnel while a probationary employee.

Occasionally, the effect of the absence on the employee's service credit depended on the circumstances. For example, the following contract provided for the continuing accrual of service credit during absences because of occupational injury, but established a time limit of 30 days—without accrual of service credit—for other types of interruptions:

- (26) New employees will have no standing on the departmental seniority list until after they have worked 30 days of work . . . Any employee who starts to work in the plant and is laid off because of sickness, or off because of any reason, if he is out of the plant more than 30 days, he will have to start over to establish his seniority rights, subject however, to the following:

Any new employee who is injured within the plant before he or she has established seniority shall be considered as working and shall accumulate seniority during the time he or she is off duty because of this injury and until he or she is ordered to return to work by the attending physician.

<sup>5</sup> Although the absence from work and consequent freezing of service credit delayed completion of the probationary period, most of the provisions permitted seniority, once attained, to be credited back to the date of hire. However, 16 previously mentioned provisions deducted the absent time in computing the employee's seniority date.

## Chapter III. Separate Seniority Systems

In a simple seniority system, the company ranks employees' names in order of length of service on a single seniority list.<sup>6</sup> The names of new employees are added to the bottom of the list as they acquire seniority status, and the names of those who have lost seniority status are removed. An employee's place on the list is fixed relative to that of other employees. Relative position on the list alone may determine job rights and success or failure in competitive applications of seniority, with seniority dates and seniority accruals only needed to determine fringe benefits.

### Unit seniority

The task of administering seniority becomes more complex if separate seniority units and lists are maintained by plant, occupation, subdivision, or other operational or organizational units. An individual employee may have two or more "seniorities," each based on the time of entry into a particular seniority unit:

- (27) For purposes of this agreement, there shall be two types of seniority.
1. Department—defined as the length of service within a department.
  2. Plant—defined as the time continuously employed by the company computed from the last date hired.
- (28) The different types of seniority that are mentioned in this section are: (1) company, (2) plant, (3) division, (4) department, (5) job, and (6) temporary employee.

*Company seniority* starts on the date of last hire by the company.

*Plant seniority* starts on the date of last hire by or transfer to the Savannah Plant.

*Division seniority* starts on the date of last hire in or transfer to a permanent job in a division, which is a group of departments normally supervised by a Manager.

*Department seniority* starts on the date of last hire in or transfer to the department which is a regularly constituted section of the plant normally supervised by a Superintendent.

*Job seniority* starts on the date the employee is classified in the occupation permanently. Job seniority is accumulated in the current job and in all jobs below it in the same job progression.

*Temporary employee seniority* is the seniority acquired by a person employed to fill a vacancy for a temporary period of time. The seniority of temporary employees relates only to the seniority of other temporary employees assigned in the same job progression. It does not entitle a person to any permanent vacancy, transfer, promotion, retention of or reinstatement in any job.

Employees may transfer between seniority units, with resulting changes in the separate listings. Over a given period an employee's name may be placed on one list, remain on another, and be removed from a third. If the employee is not currently employed in the unit, accrual of seniority may be suspended, and he will gradually lose seniority status to other employees on the seniority list, until he either returns to the unit or loses his seniority status and the right of return.

Different seniority lists may apply for different purposes. For example, occupational seniority may govern in promotions, departmental seniority in the selection of vacation time, and plant seniority in layoffs.<sup>7</sup> Plant or company seniority, however, normally applies for fringe benefits.

Collective bargaining agreements often establish limitations or requirements that make movement between specified seniority units difficult or even impossible. This may avert inefficiencies that otherwise might result from overuse of the seniority principle. However, subdivided seniority systems also tend to restrict the job opportunities of employees despite long company service. While not in themselves illegal, such systems occasionally have been used to confine minority group members to undesirable or unskilled jobs—a practice that has been held in violation of the Civil Rights Act of 1964.<sup>8</sup>

<sup>7</sup>The procedures for administering seniority in interunit promotions, voluntary transfers, and transfers to avoid layoff have been discussed in previous bulletins, and therefore are dealt with only briefly in this study. (See Related studies in Chapter I.)

<sup>8</sup>See, for example, *Douglas Quarles v. Phillip Morris, Inc.*, (D.C., E.D.—Va., January 4, 1968).

<sup>6</sup>The term "seniority list" also refers to alternate methods of ranking employees, such as the use of seniority record files.

## Seniority rules for separate employee groups

In addition to seniority organized on a unit basis, collective bargaining agreements may establish separate seniority lists or other special seniority provisions for certain groups of employees, such as apprentices and part-time and temporary workers. Some of these groups may be barred from acquiring seniority status, or acquire and accumulate seniority on a basis differing from that for regular full-time employees.

*Women.* Until recently, separate seniority lists for men and women often were found in collective bargaining agreements. In part, these were to prevent women from taking jobs for which they were physically unsuited, although they may also have served to exclude them from jobs traditionally barred to women. With the advent of the Civil Rights Act, such separate seniority lists have declined in number. Only two were found in the sample of 369 agreements having seniority provisions. The illustration permitted transfers between groups to avoid layoff:

- (29) Jobs will be divided for plant seniority purposes into two groups: Group A consisting of jobs normally performed by women; Group B consisting of jobs normally performed by men. Seniority provisions will apply separately for each group.

Employees laid off from within a plant seniority group shall have the opportunity to displace probationary employees in the other seniority group within the plant, provided they are qualified by company standards to perform the work involved. Employees on layoff with seniority will be considered for openings in the other seniority group within the plant before new employees are hired provided they qualify by company standards to perform the work involved.

Some agreements also established occupational classifications deemed "primarily of interest" to men or to women, perhaps in the hope that the clauses would discourage employees from taking jobs considered unsuitable. However, movement between the classifications is permitted provided the transferee is capable.

*Apprentices.* The training of an apprentice represents a considerable investment in company time and money, and may also represent a short-term financial sacrifice for the apprentice. A supply of new journeymen in the craft is often essential to continued efficient operations. For these reasons, negotiators usually explicitly or implicitly protect apprentices against interruptions in their training. Many agreements establish separate provisions applicable only to apprentices and administered by special apprenticeship committees. Regular employees usually are ineligible to displace apprentices through exercise of seniority, because of the selection criteria and the purposes of and required sequences of the training. Apprentices often do not acquire seniority

status while in training, and are excluded from the seniority system altogether:

- (30) Apprentices will receive no seniority credit until the completion of apprenticeship. At that time the apprentice will receive credit for his apprenticeship service in the vocation for which he was in training.

Of the 369 sample agreements examined, only 9 established separate seniority lists for apprentices. This arrangement sometimes permits apprentices to be laid off in the order of their apprentice seniority to maintain an agreed ratio of employed apprentices to journeymen:

- (31) Apprentices shall not acquire seniority under the provisions of this section 17 except with respect to other apprentices employed by the company. However, apprentices shall be given preference in accordance with their respective length of continuous service with the company should it become necessary to lay off an apprentice to maintain the proper ratio of apprentices as provided for in the Standards of apprenticeship referred to in section 16 hereof. Upon successful completion of his apprenticeship, an apprentice shall acquire seniority status in accordance with his length of continuous service with the company from date of hiring.

- (32) Apprentices shall constitute a separate seniority group for purposes of lay-off and rehire (except as noted below), but a journeyman shall not be laid off while there is an apprentice in his craft with less than one year of seniority. The company will not exceed the present ratio of one apprentice to four journeymen, except when the increase in the ratio is due to the reinstatement of apprentices returning from military service, in which case the company will not hire new apprentices until the ratio of one to four is restored.

When apprentices are to be laid off for lack of work, junior apprentices in the craft affected shall be first laid off and shall have the same seniority rights as other members of the bargaining unit. If an apprentice is removed from the apprenticeship because of a permanent work restriction, he shall exercise the same seniority rights as are provided for other members of the bargaining unit.

*Part-time workers.* Part-time workers usually are employed for a workweek substantially shorter than that scheduled for regular full-time employees. The group may include housewives, students, moonlighters, semi-retired persons, and others who do not desire full-time work, and, sometimes, former full-time workers who have been reduced to part-time as an alternative to being laid off. Often, workers are hired on a part-time basis to supplement the work force during busy parts of the day, in preference to scheduling split shifts for full-time employees.

In the sample of 369 agreements examined having seniority systems, 43 referred to the seniority status of part-time employees. (See table 5.) The provisions varied

widely, according part-time workers full, partial, or no seniority. Eighteen of the last-mentioned were found:

- (33) Any employee hired as a seasonal, casual, or part-time worker shall not become a seniority employee under these provisions where it has been agreed by employer and union that he was hired for seasonal, casual, or part-time work.
- (34) Part-time and casual employees acquire no seniority rights as provided in this section until they are granted full time employment . . .

Some of the agreements providing seniority to part-time workers specified that they be put on a separate seniority list. This arrangement both recognizes and limits the job rights of part-time workers; the part-time worker usually cannot displace a short-service full-time employee to avoid a layoff or secure a more desirable job, and often the reverse is true:

- (35) Part-time employees will not accrue seniority over full-time employees but will have seniority as far as other part-time employees are concerned.
- (36) A student employee is one whose schedule of work provides for not less than 3 hours and not more than 4½ hours per day (except that there shall be no restriction on the working hours during the month of December) . . .

Student employees shall work from a separate seniority list, and seniority shall be exercised only in cases of reduction of the student group.

- (37) Seniority shall be calculated by continuous service from the last date of employment with the employer (except as otherwise provided for). Seniority list for all full-time employees and a separate list for all part-time employees shall be set up by the employer and shall be furnished to the union upon request . . .

A full-time employee shall have seniority over a part-time employee, to the extent that a full-time employee who is laid off in order of seniority may claim a part-time schedule calling for a reduction of hours provided due consideration is given to job classification and to fitness to perform the work involved. Part-time employees shall have seniority over other part-time employees under the same conditions.

Some provisions, mostly in communications agreements, required part-time employees' seniority to accrue on a partial or pro-rata basis, determined by the ratio of their hours of work to regular hours:

- (38) Part-time employees shall accumulate seniority credit in accordance with the following table:

<i>Number of hours normally assigned (per week)</i>	<i>Seniority credit (per calendar month)</i>
Up to 1 day, inclusive	1/5 month
Over 1 day to 2 days, inclusive	2/5 month
Over 2 days to 3 days, inclusive	3/5 month
Over 3 days to 4 days, inclusive	4/5 month
Over 4 days	1 month

- (39) Employees classified as part-time shall accumulate seniority at half time (50 percent) rate.

- (40) Seniority for each part-time employee as of October 1, each year, shall be modified as follows:

- (a) The employee's seniority date as established on the preceding October 1, or on the date of her most recent engagement, whichever is the later, shall be adjusted pursuant to the following paragraph.
- (b) By totaling the hours in the employee's Classification code as of January 1, April 1, July 1, and October 1, and then dividing by 4. Credit shall then be given in accordance with the following table:

<i>Average of classification</i>	<i>Seniority credit</i>
36 hours or more	1 year
28 hours but less than 36 hours	3/4 year
20 hours but less than 28 hours	1/2 year
Under 20 hours	1/4 year

For employees on Type II Leaves of Absence as of any of the preceding dates, the hours for such dates shall be excluded and the total divided by 4.

For employees on full-time as of January 1, April 1, or July 1, 40 hours shall be used for such dates.

- (c) By totaling the hours in the employee's Classification code available on April 1, July 1, and October 1 for employees engaged after January 1 of any year and then dividing by 4. Credit shall then be given in accordance with the table in (b) preceding.

A few agreements accorded part-time workers seniority rights on a par with full-time workers. Some of these did not specify that separate lists would be maintained, and may have permitted relatively free movement between the two groups:

- (41) Seniority shall accumulate from the first day of employment in the company. Temporary and extra employees shall have no seniority standing until they become regular employees . . .

Part-time and full-time regular employees shall accumulate seniority at the same rate.

The employee's seniority status in several agreements depended on whether the employee was voluntarily or involuntarily working part-time. Generally, those who had been involuntarily reduced to part-time during business declines were given more liberal seniority rights:

- (42) When an employee is voluntarily reduced from full-time to part-time, he shall lose his full-time seniority rights and his part-time seniority on the appropriate part-time list shall date from original date of hire. A full-time employee who is involuntarily reduced in hours shall maintain his full-time seniority rights and also has seniority rights on the appropriate part-time list from date of original hire until the resumption of full-time employment. When a part-time employee is advanced to full-time he shall have full-time seniority rights only dating from his most recent assignment to full-time work, except the full-time employee who is reduced involuntarily shall have his seniority date restored as it existed at the time of reduction in hours.

The seniority status of part-time employees upon becoming regular full-time employees was cited in 23 agreements in the sample. (See table 6.) In some contracts, regular seniority for such employees dated only from the time they began working full time:

- (43) If a part-time employee becomes a full-time employee, seniority shall be established within the full-time group as of the date the change to full-time status is effective.
- (44) Full-time employee who requests a reduction to part-time work shall break his full-time seniority rights. When such employee returns to full-time employment, his full-time seniority rights shall begin from the date of his return to full-time employment.

Other agreements allowed the employee credit for the time worked as a part-time employee:

- (45) General seniority of part-time or temporary employees becoming full-time employees either before or after the date of this agreement will include part-time work back to the last date of employment.
- (46) A part-time employee who changes to full-time employment shall receive credit for the time spent in part-time employment on the basis that 2 part-time months' service equals 1 full-time month's service.
- (47) Should a part-time employee become available to work regularly on a full-time basis, he will receive seniority credit equal to one half the number of years, months, weeks and days he served as a part-time employee.

Occasionally, the pro-rata principle was applied to the length of the probationary period, and part-time employees were required to serve a longer period. The clause below also related the rate of seniority accrual to the part-time workers' scheduled weekly hours:

- (48) Newly hired employees shall be considered probationary for a period of 2 months from the date of employment, excluding time lost for sickness and other leaves of absence . . .

The probationary period for part time employees whose regularly scheduled hours are 15 or less shall be twice the length of the probationary period of full time employees . . .

Part-time employees who are regularly scheduled to work more than 15 hours per week shall accrue seniority [the same as regular full-time employees]. Part-time employees who are regularly scheduled to work 15 or less hours per week excepting those employed as of June 30, 1970 shall accrue seniority at one-half the regular basis.

*Temporary or seasonal workers.* Companies in a number of industries frequently hire workers on a temporary or seasonal basis to meet increased workloads during the busy season, to serve as vacation reliefmen, to meet emergencies, or for special projects or production requirements. These workers usually are employed with the understanding that when the conditions for their hire no longer exist, they may be terminated, sometimes in reverse order of seniority held among themselves. At times, temporary and seasonal workers are retained as regular employees, requiring a further definition of their seniority status.<sup>9</sup>

The 369 sample agreements having seniority systems contained 44 contracts referring to the seniority status of temporary or seasonal employees. (See table 7.) As with provisions applying to part-time workers, there was considerable variation. By far the most common practice, specified in 35 agreements, was to deny temporary workers any seniority status. The clauses often appeared in utilities and transportation agreements. Excluding temporary employees from the seniority system offers the best assurance that they will not later attempt to exercise seniority to secure permanent employee status in violation of the terms under which they were hired:

- (49) Temporary employees . . . hired for a specific job for normally a specified time (for example, summer employment) will not acquire seniority . . .
- (50) An employee who is hired or re-engaged for a temporary position shall not accrue seniority for bidding, bumping, or recall rights while on such position.

A few provisions permitted temporary or seasonal employees seniority, but only among themselves. This arrangement would appear to work best where the temporary assignments are relatively homogeneous:

- (51) Upon qualifying as a seasonal seniority employee, the employee's name shall be added to the current

<sup>9</sup>Probationary employees also may be referred to as temporary in an agreement. However, probationary employees are normally hired in the expectation that they will be retained as regular employees if their work proves satisfactory.

posted seasonal seniority list for the protection of seniority privileges only.

- (52) A temporary employee shall possess no seniority rights except with relation to other temporary workers within his job classification nor shall his employment count towards accumulation of future seniority rights. If a temporary employee bids in on and receives a regular job, he shall be reclassified as a probationary employee.

Seasonal workers, who often return to the same employer each year, sometimes accrued partial seniority based on total time worked:

- (53) Seniority of campaign [seasonal] employees shall be computed by adding the months in which the employee has worked during his total length of continuous service with the company. . . .

An employee's service is deemed to be continuous as long as he works during each successive campaign [season], and, in addition thereto, works during each successive inter-campaign to the extent employment is offered him.

Twenty-five agreements in the sample dealt with the seniority status of temporary or seasonal employees in the event they acquired regular employee status. (See table 6.) In some, as the first illustration, seniority was credited for the time previously worked. A greater number of provisions dated seniority only from the time of acquiring regular employee status:

- (54) Credited service is not recognized for employees while they are classified as temporary or occasional; however, credited service will include all active employment for such employees previously in temporary or occasional status when they become regular employees without interruption in their employment.
- (55) Temporary employees who are retained as permanent employees will not attain seniority rank until they have actually worked for 3 months as permanent employees; at that time their seniority shall accumulate from the date when they were designated by the company as permanent employees, and not from the date of initial hire.

The following clause established company seniority retroactive to date of hire, but department and job seniority from the date of acquiring regular status:

- (56) b. Vacation relief employees retained after the second Monday in September will be considered regular employees, provided they have completed their probationary period, and will be credited with seniority as follows:
- (1) Company seniority from date of hire.
  - (2) Departmental seniority from date of assignment to department they are in on the second Monday in September.
  - (3) Job seniority from the date of assignment to the job they occupy on the second Monday in September.

*Moonlighters.* Moonlighters, particularly those holding full-time outside jobs, are often loosely attached to the firm. Many agreements, principally in the trucking industry, required that, in a layoff, moonlighters who did not give up their other jobs would be laid off first regardless of seniority.<sup>10</sup> Two agreements in the sample provided that moonlighters would be entered on a separate seniority list and have seniority only among themselves:

- (57) . . . employees working full time on other jobs (i.e., moonlighters) shall have seniority only among themselves and, individually and collectively, shall be considered to have lower seniority than all other employees.

*Management trainees and similar groups.* Many agreements permitted management trainees or other persons not normally members of the bargaining unit to temporarily perform bargaining-unit work. The clauses commonly required that the work performed by these employees not adversely affect the job rights of regular personnel.

A number of these provisions (17 in the sample) made it clear that these employees would not acquire seniority status. This effectively prevents management personnel from claiming seniority rights—possibly including seniority rights acquired on jobs not covered by bargaining agreements—in the event of a layoff. Presumably, any such persons must be reassigned to work outside the bargaining unit or laid off before any seniority employees on similar jobs are transferred or laid off:

- (58) The employer may employ, without regard to seniority, but for not more than 36 months each, bona fide trainees for non-bargaining unit Mechanical Engineering and Electrical Engineering positions. The assignment of such trainees to work normally performed by employees classified in an occupation included within the bargaining unit shall not exceed 2 calendar months in any one occupation included within the bargaining unit. Such assignment shall be for training purposes only. No bargaining unit employee shall be laid off by reason of the employment of any such trainee.
- (59) The company may employ training students in any class, the total number of training students so employed not to exceed three per cent of the number of employees of the company, and the company in its discretion and without regard to seniority may assign the work of training students in any class or may transfer them from class to class, but, in the event that training students are assigned to positions permanently, such assignments shall be subject to the seniority rights of regular employees affected thereby.

<sup>10</sup> See *Major Collective Bargaining Agreements: Layoff, Recall, and Worksharing Procedures* (BLS Bulletin 1425-13, 1972), pp. 13-15.

## Chapter IV. Administering Seniority Lists

The seniority structures and processes established by agreements covering large numbers of workers, as in many manufacturing industries, are likely to be highly complicated. At the same time they must be capable of handling a large volume of changes. This requires considerable attention to administrative detail. Under most seniority systems, the company is charged with maintaining the seniority records, keeping them reasonably accurate and up-to-date, and making them available for union and employee inspection. Many unions maintain their own seniority lists, but these are usually based on information supplied by the company.

### Information provided to the union and employees

Of the sample of 369 major agreements having seniority provisions, 230 specified the methods of furnishing seniority information to the union and employees. (See table 8.) Seniority lists may be posted, supplied to the union on either a periodic basis or upon request, or retained by the company and produced for examination as the need arises.

*Posting seniority lists.* In 37 of the agreements, the company was to post one or more seniority lists in areas available to the employees. Posting provides employees with a convenient way to determine their seniority status. Some agreements required posting of a single plantwide list; others specified a separate list for each seniority unit:

- (60) The employer agrees to make up a list quarterly of the agents in each district according to seniority based on continuous service and to post same on its bulletin board in each of its district and detached offices. Where two or more agents have the same period of continuous service, the agent whose surname comes first alphabetically shall be considered as having seniority.
- (61) Company shall maintain and post at its office a seniority list showing employees' date of hire . . .
- (62) Seniority lists will be prepared by departments and kept posted on the bulletin boards in the departments . . .

Posting in combination with other methods of providing seniority information was found in an additional 77 agreements. Commonly, the lists were posted, and the union was provided copies of the lists and sometimes

supplemental information on changes between revisions of the posted lists:

- (63) The company and union shall develop plans whereby employees may readily determine the status of their seniority.  
A departmental seniority list shall be posted in each department and revised by the company on February 1 and August 1 of each year.  
The company shall give to the Secretary of the local union at the beginning of each week a report indicating all employee entrances and exits and job changes which have occurred during the preceding week.
- (64) Seniority lists showing the plant and unit seniority dates of each employee shall be:
  - a. Revised and posted in the departments concerned every 6 months or sooner as necessary.
  - b. Furnished to the union President.
  - c. Not subject to contest after being posted for 15 days.
  - d. The company will furnish the union President with the daily list of employees who are hired, laid-off, permanently transferred, and who have been discharged or who have voluntarily terminated their employment.

*Seniority lists to the union.* In 55 agreements, posting was not indicated, but the company was to provide the union with seniority lists, usually on a periodic basis. The union, then, could presumably post such lists on bulletin boards at union headquarters, or otherwise make the information available to members:

- (65) Seniority lists shall be compiled and a copy furnished to the local unions and to the chairman of each of the workmen's committees semiannually.  
In some of the agreements, the company was to furnish the union with seniority lists only as requested, rather than periodically:
- (66) Seniority lists shall be available to the union on request.
- (67) Seniority list for all full-time employees and a separate list for all part-time employees shall be set up by the employer and shall be furnished to the union upon request.

Another 25 agreements provided for listings to the union, with supplemental enumerations of changes affecting the seniority lists at more frequent intervals. In

some of these, the complete list or listings would be furnished only at the time of signing the agreement, and the union was to keep the list up to date from the supplementary information:

- (68) The employer shall prepare a seniority list showing the names, classifications, rates and employment dates of all employees in the bargaining unit, the list to be made available to the union at the signing of the agreement, and the employer shall furnish to the union a weekly supplemental list showing all deletions or additions to the seniority list.

In an additional 25 agreements, the company was not specifically required to either post seniority lists or provide them to the union. The company instead retained the seniority lists or records, permitting union representatives to examine them upon request. One of the clauses illustrated permitted individual employees access only to their own records, while the other presumably denied them access altogether:

- (9) The existing official seniority list is hereby confirmed.

The company will revise the seniority list monthly and make it available at reasonable times in the office of the Industrial Relations Administrator for examination by authorized representatives of the union. Any employee may examine his own seniority record in the office of the Industrial Relations Administrator.

- (69) The company will prepare quarterly plant-wide and departmental seniority lists which will be kept in the Personnel Office for review by the chief steward and one other union representative. Any questions which the union representatives raise relative to the continuous service of any employee will be discussed with them by the manager of Personnel and Labor Relations and if there are errors in the seniority list they shall be corrected.

*Keeping seniority lists up-to-date.* Without occasional revision, hirings, terminations, and other changes affecting seniority status will gradually render any seniority list obsolete. In larger plants with more complex seniority systems, transfers between units, various modifications of seniority standings, and everyday applications of seniority require frequent revision of the lists.

Of the 230 agreements referring to seniority lists, 172 contained some reference to revising or keeping the lists current. (See table 9.)

Clauses in 138 agreements required seniority lists to be updated, or supplementary information supplied, at specific intervals. The bulk of the provisions stipulated revision at intervals of 3 months or longer, with 6 months the most common period:

- (70) Seniority shall be determined from service as shown by the company records. The company shall post in each department, within 30 days after the effective date of this Agreement, a list showing the names of all employees in that department, together with their

proper seniority dates. These lists will be revised and reposted each 6 month interval thereafter.

- (71) The company shall post and maintain on the bulletin boards in each department, the seniority roster for that department, showing the current seniority standing of each employee and shall furnish the General Shop Committee copies of such rosters. The company shall correct these rosters at least every 30 days . . .

- (72) The employer shall prepare a seniority list and shall furnish a copy of such list to the union. A copy of such list shall be kept posted on the plant bulletin board. The list shall be final as to each employee on the list, except as to an employee who raises an objection in writing within thirty days after reporting for work. Such list shall include, in order of employment dates, all employees who have been employed for 30 calendar days or more between October 1 and April 1 of any year, showing the date of last employment uninterrupted by removal from the seniority list as provided below. Such list shall be revised prior to June 1 of each year, by deleting the names of all employees who have been removed from the seniority list as provided below, and by adding the names of all new employees, in order of date of employment, who have been employed 30 calendar days or more between October 1 and April 1, during the preceding season.

In agreements providing for both seniority lists and supplements of seniority changes to be given to the union, two periods were occasionally specified. The supplements were usually provided at frequent intervals:

- (73) The company shall make available to the local union concerned lists showing the relative continuous service of each employee in each seniority unit. Such lists shall be revised by the company from time to time, as necessary, but at least every 6 months, to keep them reasonably up to date. The seniority rights of individual employees shall in no way be prejudiced by errors, inaccuracies, or omissions in such lists.

The chairman of the Grievance Committee will be given a daily written report of hires, quits, discharges, recalls, layoffs, transfers, leaves of absence, and retirements of employees in the bargaining unit on the second workday following same.

- (74) The company will, forthwith upon the execution of this agreement, proceed to prepare a plant wide seniority list covering all employees and furnish copies to the local union. The company will keep such seniority list currently up-to-date by furnishing to the local union weekly, the names of employees laid off, discharged, resigned, hired, rehired, recalled or transferred, and will furnish a copy of the current list to the local union at the end of each 6 month period during the life of this agreement.

Clauses in 34 agreements mentioned no specific periods for revising or supplementing the seniority lists. These stated that the seniority lists would be revised at "periodic," "frequent," or "reasonable" intervals, or would be kept "up-to-date," or "current."



*Correcting errors in the seniority lists.* Of the sample agreements referring to seniority lists, 62 dealt with procedures for handling union or employee claims of erroneous or improper positioning of names and seniority dates. (See table 10.) The employee alone was designated the protesting party in 17 of the agreements, commonly those providing for posting, where employees can most readily check the lists:

(75) The company shall prepare quarterly a seniority list by departments and furnish the union with three copies of such seniority list recording the seniority status and social security number of each employee. Each employee shall have the right to protest any error in his or her seniority status. The union shall have the right to request additional copies of the seniority list at their own expense.

(76) Departmental seniority lists will be posted in each department in January of each year and will be open for inspection and copy of same shall be furnished to the local chairman of the lodge. Unless a written protest is made by men in active service within 30 days from the date of posting seniority lists or, if not in active service, within 30 days after return to active employment, dates shown thereon will not thereafter be changed.

Additional agreements established that the employee could lodge a protest through his union representative, or that the union alone would register the complaint:

(77) It will be the responsibility of the employee, directly or through the appropriate union representative to protest his status with respect to any seniority list posted by the company.

The following clause provided that proposed corrections be referred to a seniority committee:

(3) Within 5 days from the date any change is posted on the departmental seniority board, employees may propose corrections to such lists, but if such proposed corrections are not agreed to by the foreman or are challenged by other employees, the employees involved may, through their steward, if they desire, appeal such proposed corrections to the Seniority Committee. . . The 5 day period for employees absent from work on the date of original posting shall run from the first day the employee returns to work. After all objections have been decided, the departmental seniority list shall be corrected accordingly. An employee's seniority shall be as recorded on the departmental seniority board and on the inter-departmental seniority list as posted in the Personnel Office except as revised following an objection filed within 5 days after a change has been made, and thereafter shall accumulate according to the provisions of this article.

Twenty agreements specified that unsettled disputes over the seniority ranking of employees would be processed through the regular grievance procedure:

(78) The union shall be entitled to a seniority list each 6 months upon request. The employer shall post a

seniority list at least once every 12 months. Employees shall make written complaint to the company and union within 30 days after such posting. Any such complaint not settled between the company and union shall be submitted to the grievance procedure.

(29) A seniority list of the regular employees will be posted in a conspicuous place on the job by the company, which will be maintained and revised at least once every 3 months, with a current copy furnished to the union. Objections to such list shall be subject to the Grievance Procedure.

It can be assumed that, unless disputes over the seniority lists are specifically excluded, the grievance procedure may be invoked in any event.

A significant number of the disputes over the makeup of the seniority lists may stem from a simple clerical error or omission. Such errors are easily corrected, and a few agreements merely stated that they would have no adverse effect on the seniority status of individual employees.

Whatever the circumstances leading to the dispute over seniority ranking, many agreements made it incumbent upon the employees and union to examine the seniority list closely soon after it was made available or revised. If an alleged error or omission was detected, the complaint was to be entered within a reasonable time, or the seniority list would stand unaltered until the next revision. Of the 62 sample agreements referring to the correction of seniority lists, 49 set a specific time limit for lodging a complaint. (See table 11.) The range was wide, with 15-30 days established by 35 of the clauses:

(79) The company shall post within 90 days after the execution date of this agreement a list showing the hiring date and departmental seniority position of each employee and will revise the same from time to time. An employee may protest his seniority position within a period of 5 days after the posting of such list, and if dissatisfied with company's action thereon may assert a grievance . . . provided, that failure to protest within said 5 day period shall constitute a waiver of any further right of protest, and the seniority position set forth in said list shall be conclusively deemed to be correct.

(80) The employees will be expected to check these posted seniority lists. Except for clerical errors, claims of improper position on the seniority list will be considered only if submitted during the 60-day period immediately following the posting. Any changes in the posted seniority list resulting from such claims will be made on the next posted seniority list.

Occasionally, an employee may be wrongly denied a promotion or laid off because of an error or omission in the seniority list. In such cases, if the employee (or his union) can prove error, he may be entitled to compensation for any wages he may have lost as a result. Only three of the agreements, however, specifically provided for compensation stemming from improper placement on the seniority list.

Much more common, but not enumerated in the study, were provisions requiring the company to reimburse an employee for wages lost in a layoff in violation of the terms of the agreement. Although these provisions did not refer to errors in the seniority lists or records, improper layoffs could result from such errors.

#### Breaking ties in seniority status

During rapid upswings in production schedules, a company may hire many job applicants over a short period—sometimes during a single day. Over a similarly brief time span, many workers may transfer between seniority units. As a result of these hirings and transfers, a number of employees may share an identical seniority date, leading to later confusion or disputes when seniority rights are exercised.

The company can often resolve such dilemmas by selecting from among the contending employees on the basis of superior ability or other nonseniority qualifications. However, if the abilities and qualifications of the disputants are relatively equal, or if, as required by many layoff and shift preference clauses, “straight seniority” must be applied, another solution is needed.

This solution is supplied by the “tie-breaker” clauses found in many agreements. These establish a ranking order among all the employees with otherwise identical seniority status. Of various types, these relatively simple mechanisms were found in 73 of the 369 sample agreements referring to seniority systems. (See table 12.)

In agreements assigning employees a ranking on two or more separate seniority lists (for example, job, departmental, and plant listings) the tie may be broken through the method of “successive comparisons” of seniority—a method found in nine of the agreements:

- (81) When determining the seniority of an individual on an occupation for the purposes of promotion, demotion, or transfer, where job seniority is equal, departmental seniority shall prevail. Where departmental seniority and job seniority are equal, then mill seniority shall prevail.

Occasionally this method may not resolve the dispute, for the various seniorities of some competing workers may all be identical. Therefore, six agreements supplemented the successive comparison method with an additional tie-breaking procedure:

- (82) Should the length of seniority service, on the basis applied under the supplemental agreements herein-after provided for, be equal in the case of two or more employees, the relative standings of such employees in this regard shall be established by applying, to the extent necessary, the succeeding of the following length of service determinations: Job service, sectional service, departmental service, company service. In cases where all the above length of service determinations are equal, the relative standing of such em-

ployees shall be determined by the chronological age of the employees involved. The oldest employee shall have the highest relative seniority standing, with the younger employees aligned following him in descending order by age.

- (83) Employees having tied departmental seniority will be ranked in order of their plant seniority. When employees have tied departmental, and tied plant seniority, the employee with the smallest Master Number will have preference.

The most commonly found tie-breaking procedure (24) was based on the order processing of job applicants at the time of hire. Variations were numerous, using badge number, numerical sequence of application or physical examination, or actual time of reporting for work or clocking in. The following clauses were typical:

- (84) When employees have the same starting date, seniority order shall be established by the permanent index number as recorded in the employment office.
- (26) The seniority rights of employees who were on the factory payroll, who were hired subsequent to April 9, 1935, shall be determined as of the first day they worked for the company (time of ringing in and going to work) subsequent to the aforesaid date.

Nearly as many (22) of the provisions established a seniority ranking order based on individual characteristics such as name, age, or social security number. Most common, and present in 14 agreements, was the listing by alphabetical or reverse alphabetical order:

- (85) When employees are hired on the same day, the rule of alphabetical order will be used for the purpose of layoffs and recalls, and the surname used at hiring shall always be used. (“Adams” shall be older than “Baker,” etc.) This rule to apply to both department and plant seniority.
- (86) For all seniority purposes for employees starting on the same day, the oldest employee will be decided alphabetically, with Z to be the oldest.
- (87) Where 2 or more employees have identical company service dates, the oldest employee in age based on actual birth date shall be considered the senior employee.
- (88) Social security numbers shall be recorded on employees’ master cards. If it becomes necessary to compare the plant continuous service of employees, the employee who is shown on the master cards as having the lowest social security number, shall be regarded as having the greater service record.

Management was given the right to make the final decision in six agreements. The second illustration (not taken from the sample) assigned the function to the union:

- (89) In cases where more than one employee is hired on a given date, it shall be the responsibility of management to determine the senior employee in all cases of seniority.

(90) When the seniority dates of employees are identical, seniority shall be established by the union and the company shall be notified of the result. Once seniority is established in this manner it will be permanent for the individuals concerned.

Rarely, the decision was based on chance or lot. The first illustration provided for a drawing to establish a permanent ranking order, while the second decided by the flip of a coin:

(91) In the event that the accredited seniority of two or more employees is identical, the order of preference in all matters in which seniority is a determining factor shall be determined by *lot*, except that if any such employee shall have had prior temporary or regular service with the company, including any predecessor company, which is not related to the present seniority determination, then the employee having had the greatest amount of such prior temporary or regular service shall be given said seniority preference; and in the absence of the aforesaid prior temporary or regular service, or in case such prior temporary or regular service shall be equal, the said seniority preference shall apply to the employee who has had the greatest amount of service within the working unit.

(92) In instances when employees have the same seniority date, a flip of a coin will decide the senior employee each time it is necessary to determine the senior employee.

Among the various methods of resolving ties, some may be considered somewhat more equitable, or less likely to create resentment, than others—an important consideration if large numbers of employees are involved. The alphabetical ranking, in which A will always outrank B, may be considered relatively inequitable by those thereby disadvantaged. An age base may be viewed as inequitable by younger employees, although it establishes “seniority” on a true or defensible basis. Order of hiring or processing—an effort to subdivide seniority into units of less than a day—may be resented unless care is taken that “first-come” is “first-served.” Periodic rotation of the names appears a fair method of dealing with the problem, as does selection by lot or chance, if made independently to settle each seniority dispute. If the method is used to establish a permanent ranking order, however, it has little advantage over the alphabetical method.

#### **Identical seniority status based on time units greater than a day**

In contrast to the majority of agreements, which established seniority on the basis of the day hired or transferred into a unit, six of the sample agreements provided that all employees hired within a longer period (usually a month) would have the same seniority status:

(93) An employee’s seniority is defined as his length of continuous service with an employer except that employees hired within 30 days of one another shall be considered to have equal seniority.

Simplicity of administering seniority lists or records may account for the provisions, which generally made no mention of disputes over seniority. Presumably, if two or more persons having equal seniority (as defined) contend for the same job, some means of settlement is used—possibly management selection or reference to actual date of hire.

#### **Uniform or single seniority date**

Occasionally, agreements assigned a single seniority date to all or specified groups of longer service employees, allowing no seniority credit for service prior to the specified date. Clauses of this type were found in 16 of the agreements sampled:

(94) Section 1. *Types of Seniority.* All permanent employees shall have three types of seniority as defined below:

- a. Mill seniority is the length of continuous service of any employee with the plant measured from the date he begins work with the company on a permanent basis, or from December 15, 1951, whichever is later.
- b. Departmental seniority is the length of continuous service of an employee measured from the date he is assigned to a department on a permanent basis or from December 15, 1951, whichever is the later. For purposes of seniority, a department is a job progression. Where two or more employees have departmental seniority dating to December 15, 1951, their job on that date shall be the deciding factor in determining who is the senior. The higher the job in the progression, the more senior the employee will be.
- c. Job seniority is the length of continuous service of an employee measured from the date he is assigned to a job on a permanent basis, or from December 15, 1951, whichever is later, as long as he retains departmental seniority in the department in which the job exists . . .

Employees who have departmental seniority dating to December 15, 1951, will also have job seniority dates of December 15, 1951, on such job and in all jobs in the progression below the job they held on that date.

Paper Mill and Finishing Room employees who have departmental seniority dating to May 31, 1958, will have job seniority dates of May 31, 1958, on such job and in all jobs in the progression below the job they held on that date.

The provisions often did not discuss the reasons for setting a single or uniform seniority date for these senior

employees. The details may have been contained in then-current agreements no longer on file. In a few instances, the clauses applied to employees who had once been employees of a concern which had merged with or been absorbed by the present company. It may be that dates set by other agreements marked the establishment of a new plant, a plant shutdown with transfer to a different plant, or the establishment of the seniority system itself. In the latter instance employees at the time the system was established would have no ranking among themselves, but would outrank all employees hired after that date.

### Seniority lists in intercompany mergers

When one firm merges with, absorbs, or is acquired by another, the seniority status of employees of the former firms may be affected. If the merger is primarily one of management and finances, the individual plants and operations may continue undisturbed, with no effect on seniority. However, if the merger extends to operations, services, or products, there may be a need to define the seniority status and job rights of the employees affected.

Despite some recent growth in intercompany mergers and consolidations, particularly acquisitions by conglomerate companies, only 79, or 4 percent of the 1,974 major collective bargaining agreements studied referred to the handling of seniority under such conditions.<sup>11</sup> About 8 percent of the 8.2 million workers were covered by the provisions. (See table 13.) Forty-three of the merger clauses were in the transportation industry, and 12 in the food industry; nearly all of these were negotiated by the Teamsters union. Almost a quarter of the multiemployer industry/area agreements referred to the handling of seniority in merger; slightly over 3 percent of single employer, multiplant, and employer association agreements had provisions; and less than 1 percent of single employer, single plant agreements.

By far the most comprehensive of the provisions examined were 34 Teamster-trucking industry agreements. These provided for regional negotiation of seniority in mergers, subject to general guidelines established by the National Master Freight Agreement. Depending on the circumstances of the merger, the guidelines provided that seniority lists be (1) "dove-tailed" on the basis of seniority of employees with their former concerns, (2) combined, one list above the other, if one firm were insolvent, (3) maintained separately. In transactions involving only the acquisition of operating rights, the affected employees might lose all seniority rights. Most of the regional supplementary agreements

<sup>11</sup>An additional number of agreements established some procedures to be followed in mergers or consolidations, but made no reference to seniority.

adhered closely to the national guidelines. The complete text of the national provision is included in appendix A.

A few other Teamster agreements only provided for dovetailing the lists or combining them one above the other, depending on the solvency of the merging concerns:

- (95) While it is not the policy of the employer to merge, sell or lease operations, the employer agrees that should it happen, the seniority of the employees taken over shall be dovetailed with the existing employees, except that if one of the merged, sold, or leased companies is insolvent at the time of the take-over, the employees of the insolvent company will go to the bottom of the list.

Fifteen agreements only provided for dovetailing. Several additional agreements in the food industry were similar, but with the provision that the status of nonunion and short-service employees would be subject to negotiation, as in the second illustration:

- (96) When 2 or more employers covered by this agreement merge their operations, the employees of the respective employers shall all be placed on one seniority list in separate job classifications in the order of the earliest date of hire of each employee with his respective employer.

- (97) If the company acquires all or any part of any ice cream business and merges or consolidates or otherwise combines the same with its own business, then the employees of the business so taken over, if they have been members of the union for more than 2 years prior to the date of such acquisition, shall enjoy seniority on the basis of the period of employment in the business acquired. Where the business so acquired has non-union employees, or employees who have been members of the union for less than 2 years, the question of seniority for the employees of the business acquired is to be agreed upon between the union and the company under contract with Local 717.

Rarely, agreements provided that, depending on the circumstances of the merger, seniority lists might be combined or maintained separately:

- (98) In the event an employer buys out the business or operations of another employer and operates it as a separate legal entity, then the seniority of the employees shall continue on the same basis as it existed prior to the occurrence of said buy out.

In the event an employer buys out another employer covered by this agreement and merges operations of the bought out employer into his own, a new seniority list shall be established for the respective categories involved, based upon the respective dates of hire of all of the employees in the new merged unit.

More common were clauses that permitted previously earned seniority to be carried over to the new company, but did not indicate whether the seniority lists would be dovetailed or maintained separately:

- (99) In case of any mergers, employees of other companies so merged with this company shall have their date of seniority computed from the date of their employment with the other companies.

Relatively standard in Greyhound Lines—Amalgamated Transit Union agreements were clauses of the following type: Employees of acquired lines maintained previous seniority rights on these lines, but acquired Greyhound rights dating only from the time of acquisition. Other Greyhound employees were given seniority rights on the acquired line accruing from the time of acquisition:

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

A single agreement indicated that employees would not be permitted previous seniority, but would have their names placed at the bottom of the seniority list of the “successor company.” The provision also required placement of surplus employees based on intercompany seniority:

- (101) In the case of a sale, merger, consolidation, or other combination of operations, an employee may not carry seniority over to the successor company. Employees of the successor company will go, in the order of their seniority with the parent company, to the foot of the seniority list of the successor company. Employees not needed by the successor company will, based on their industry seniority, be permitted to replace employees elsewhere in the industry with less than 2 years of service, (hired after May 1, 1971).

Those employees not needed by the successor company, and not placed elsewhere in the industry, to be laid off, and go into the unemployment pool, with hiring rights from the pool, based on their industry seniority.

Employees so placed elsewhere in the industry, and employees so laid-off, to maintain re-employment rights with the successor company.

The dovetailing of seniority lists solely on the basis of service with the former companies is not necessarily considered equitable by all employees of the merged company. For example, if an older plant and a newer,

more efficient plant are involved in a merger, some or all of the operations and employees may be transferred to the newer plant. Since many employees from the older plant are likely to have long service, the most senior of the newer plant's original personnel may find their names far down on the merged seniority list, with lessened chances for promotion and greater vulnerability to layoff. In consideration of this problem, seniority lists may be merged on an alternating, or one-to-one, basis, or a similar basis suited to the sizes of the premerger work forces. This would result in the names of employees from both former companies being uniformly distributed on the merged list. Adjusted or “pegged” seniority dates also might be used for competitive seniority purposes. For example, if employees in the newer plant averaged half the service of those in the older plant, the service time of the new plant's employees might be doubled in determining their positions on the merged list. However, these types of seniority arrangements were not specifically established in any of the agreements examined.<sup>12</sup>

### Intraplant and intracompany mergers of seniority lists<sup>13</sup>

Generally, if a single plantwide seniority list is used, it is not necessary to define the seniority status of employees in the event units or operations are combined. The need to define seniority status in merged units arises if seniority is based on the date of entry into a unit, as it is in many agreements establishing two or more types of unit seniority.

Of the 1,974 agreements examined, only 67, or 3 percent, specifically referred to the status of employees following a merger of seniority units.<sup>14</sup> (See table 14.) About half of these based the employees' positions on the new seniority list on the seniority they had in their former units:

<sup>12</sup>For further discussion of problems and solutions in merging seniority lists, see Thomas Kennedy, “Merging Seniority Lists,” National Academy of Arbitrators, *Proceedings of the 16th Annual Meeting*, 1963, chapter 1, pp. 1-44; Mark L. Kahn, “Seniority Problems in Business Mergers,” *Industrial and Labor Relations Review*, April 1965, pp. 361-378; Dan H. Mater and Garth L. Mangum, “The Integration of Seniority Lists in Transportation Mergers,” *Industrial and Labor Relations Review*, April 1963, pp. 343-365.

<sup>13</sup>The treatment of seniority in interplant transfers is discussed in *Major Collective Bargaining Agreements: Plant Movement, Transfer, and Relocation Allowances* (BLS Bulletin 1425-10, 1969). See also Arnold R. Weber, “The Interplant Transfer of Displaced Employees” in G.G. Somers, E.L. Cushman, N. Weinberg (eds.), *Adjusting to Technological Change* (Harper and Row, New York, 1963), pp. 95-143. (Industrial Relations Research Association Pub. No. 29).

<sup>14</sup>The regular transfer provisions in some of the other agreements may have served a similar function.

(102) Whenever changes in the plant operation make it necessary for the company to consolidate two or more sub-groups into a single sub-group, and the union agrees that the seniority list should also be consolidated, the employees in the several sub-groups will be placed on a single seniority list in order of their group seniority dates. In case some employees on this new list then have the same group seniority date, they will be placed on the list in accordance with the normal tie-breaking procedure. The operating jobs in the new sub-group or group which retain their identity without question will continue to be filled by those employees who had been filling these jobs.

(103) Whenever the company deems it necessary to merge or consolidate one or more jobs with one or more other jobs, one or more departments with one or more other departments, or transfer a job from one department to another, each employee involved will carry with him the job, department, and plant seniority accumulated by him. If as a result of such merger or consolidation an employee is displaced through exercise of his seniority, such employee shall be considered as laid off from his job and shall exercise his seniority as provided in section 3 of this article.

Nearly 40 percent of the clauses left seniority in unit mergers as a matter for future negotiation:

(104) It is recognized that conflicting seniority claims among employees may arise when plant or department facilities are created, expanded, added, merged, or discontinued, involving the possible transfer of employees. It is agreed that such claims are matters for which adjustment shall be sought between management and the appropriate grievance representatives or committees. In the event the above procedure does not result in agreement, the international union and the company may work out such agreements as they deem appropriate irrespective of existing seniority agreements or may submit the matter to arbitration under such conditions, procedures, guides and stipulations as to which they may mutually agree.

The remaining provisions generally indicated that the former seniority lists would be combined, but did not clearly specify the basis for determining the ranking order.

As in the intercompany merger provisions, the seniority unit merger provisions contained no reference to merging seniority lists on an alternating or pro-rata seniority basis. No clauses dated seniority only from the time of entrance into the new unit—an arrangement which would initially assign identical seniority dates to many employees, possible leading to later disputes.

## Chapter V. Modification of Seniority Status

In addition to establishing separate seniority lists or procedures applicable to different units or groups of employees, collective bargaining agreements may specify conditions in which regular employees are subject to reduction in seniority ranking.<sup>15</sup> These conditions, in general, fall into three categories: (1) failure to comply with the rules governing exercise of competitive seniority; (2) disciplinary layoffs; and (3) certain approved absences from employment, such as layoff or leave to hold union office or because of illness.

### Reductions in seniority status stemming from competitive situations

Provisions of the type illustrated in the following clauses are relatively common in collective bargaining agreements, and usually are intended as penalties for failure to exercise seniority or to qualify for a job following such exercise. The clauses may apply in various competitive situations—promotion, transfer, layoff, or recall. They usually prevent the employee from exercising his seniority in similar situations for a designated period and do not affect his other seniority rights or his position on the seniority list. The last illustration cancelled the employee's rights only with respect to the job he had declined:

- (105) Promotion or demotion shall be by departmental seniority within classification, occupational department, and plant.

Refusal to accept promotion by seniority shall forfeit such employee's right to promotion by seniority for a period of 6 months from the date of such refusal.

If a demotion is caused by inefficiency, the employee may not be repromoted for a period of 6 months. If he should be demoted from the same job for inefficiency a second time, the employee shall be placed at the bottom of the promotional list within his classification.

- (106) When the company and the union cannot agree on qualifications of an employee, he shall be given a fair trial in accordance with the following procedures:

<sup>15</sup> Many agreements also establish conditions in which employees' names are moved up on the seniority list. In particular, an employee may acquire "superseniority," at least for purposes of layoff, as a requisite of union office or, occasionally, as a key employee. This is discussed in *Layoff, Recall, and Worksharing Procedures*, pp. 41-43.

An employee whose qualifications are questioned, transferred to fill a vacancy through the posting procedure shall be given a 30-day period for training and trial on the new job unless some other period of time is mutually agreed upon. During the special training period, in case he fails to qualify or in case of discontinuance of his position, he may return to his old job without loss of seniority.

In case a man fails to qualify within the above period and moves back to his old job, he shall not be entitled to exercise his seniority on another job opening for a period of a year except by mutual consent of the company and the union.

- (107) An employee will not lose return rights to a job because of refusing such job on a temporary basis of 10 or less days duration. However, immediately upon ascertaining that a temporary job opening will exceed 10 days, employees with return rights to such job will be offered the job in seniority order, and failure to accept the job shall result in loss of return rights to such job.

The following illustration is similar, but apparently does affect the employee's position on the seniority list, at least for promotion:

- (108) Seniority is to be on a departmental basis. However, job seniority shall be used instead of departmental seniority where there are lines of progression. Whenever an employee refuses a promotion, temporary or permanent, in writing he shall so far as promotion is concerned, lose seniority to the first three men junior to him in seniority for promotion or if the employee after having been promoted and during the 30-day trial period decided that he doesn't desire the promotion, he may return to his former job but will lose seniority for promotion to the first three employees junior to him in seniority for promotion.

Provisions that revised the employee's standing on the seniority list downward, permanently and for all purposes of seniority, were rare:

- (109) If an employee refuses to take a temporary advance when offered, the company shall have the option of permanently reducing him one place on the seniority list.

If an employee refuses to take a permanent advance when offered, then the employee so refusing shall lose his opportunity of advancement and shall be changed on the seniority list to the place next below the employee taking the new assignment offered.

If, when one or more machines are shut down and employees are re-assigned, a workman refuses to take a new place, he shall, at the option of the company, be liable to discharge or shall be changed on the seniority list to the place next below the employee taking the new assignment offered.

years for laid-off employees with 10 years or more of plant seniority, in which case the employee will receive credit for seniority accrued prior to the layoff.

If an employee can accrue no seniority during the time he is laid off, junior employees who are retained may bypass him on the seniority list. The following unusual clause, however, prevents this by "freezing" the seniority of employees who are retained:

### Seniority modification in disciplinary layoffs

Depending on the seriousness of the infraction, an employee found guilty of violating the company rules might be subject to disciplinary action ranging from an oral reprimand to discharge. Disciplinary layoffs of various periods are commonly used to punish serious offenses. In some instances, the layoff could result in a reduction in seniority status. Seniority, or continuous service, might not accrue during a part of the time absent, and the employee's seniority date would be adjusted accordingly:

- (115) Employee does not accumulate seniority or have bid rights during period when laid-off employees with recall rights have greater seniority.

### Seniority status during leave of absence

Seniority status also may be modified as the result of a leave of absence.<sup>16</sup> Some agreements provide that seniority will accumulate throughout the leave, with no adverse effect on seniority standing. Others, however, provide that it will not accumulate, or will cease to accumulate if the leave exceeds specified time limits.

- (110) Departmental seniority of an employee is measured by years, months, and days from his first employment in his department, less time lost due to . . . a disciplinary suspension, when the suspension exceeds a payroll week at any time.

To determine the effect of leaves on seniority, three types of leave were selected for analysis—union office, public office, and sickness or disability. Like layoffs, such leaves may be for long or indefinite periods, and the treatment of seniority status is important.

- (111) Any time lost from work in excess of 30 days on each occasion because of a disciplinary layoff shall be deducted from an employee's seniority.

The sample of 369 agreements having seniority systems was examined for provisions governing seniority during these types of leave. (See table 15.) The agreements contained 267 clauses applying to disability leave, 258 applying to union office, and 61 relating to public office. The treatment of seniority did not differ greatly for the three types of leave. As shown in subsequent illustrations, many of the clauses permitted leave of indefinite duration, or leave extensions on request, while others limited the leave to a specified duration, or permitted only limited extensions. Employees who failed to return within the time limits generally lost all seniority rights. Many union leave clauses also limited the number of employees on leave at one time.

### Seniority status while on layoff

Many agreements did not define the seniority status of surplus employees who were laid off. Those that did exhibited considerable variation. Some clearly indicated that seniority would accumulate during the entire period:

- (112) An employee shall lose his seniority if he has not worked for the company for a period equal to or more than one-half of his total plant seniority as of the last date he worked. Laid-off employees shall accumulate seniority provided the lay-off from work does not break the seniority of the employee as hereinabove provided.

Others provided that the employee's seniority would accrue for a specified period, but no further credit was allowed if the layoff continued past this period:

The majority of provisions, for each type of leave, allowed seniority to accumulate throughout the leave period as though the employee had been at work:

- (113) A laid off employee subject to recall with 2 years' or more of seniority when laid off shall be carried on the recall list indefinitely. If rehired, he shall receive credit for seniority held at time of lay-off, plus seniority credit for time laid off not to exceed 2 years.

- (116) It is understood and agreed by and between the employer and the union that leaves of absence for reasons of sickness or disability shall be granted without application for the duration of such sickness or disability. It is further understood that such leaves of absence in no case affect the seniority of the individual involved.

\* \* \* \* \*

A number of agreements provided for no seniority credit to accrue during the layoff period:

It is understood and agreed that an employee shall retain and accumulate seniority during all leaves of absence.

- (114) An employee's plant seniority shall be computed from the day, month and year of his last employment at the [plant] except when put back on the payroll after a layoff for lack of work of less than 1 year, 2

<sup>16</sup>Loss of seniority status as a result of overstaying leave is described in a subsequent section.



(117) An employee who is elected to any county office or higher political office in the states of W. Va., Ohio, or Pennsylvania will be granted a leave of absence without pay for the period of his first term of active service in such office. During this leave of absence the employee's plant and department seniority will accumulate . . .

(118) No employee shall lose his seniority rights by . . . serving in an official capacity with the union. Likewise, no employee shall lose his seniority rights because of illness or accident, provided such employee notifies the company as soon as possible . . . .

Except employees on leave shall accrue increases in seniority arising by death, resignation or loss of seniority of employees higher on the seniority list.

A substantial proportion of the disability leave provisions allowed full seniority accumulation, but placed definite time limitations on leaves due to disabilities which were not job-related. They permitted leaves due to illness or injury incurred on the job to continue indefinitely, or to the extent that the disability was covered under workmen's compensation laws:

(119) Inability to work because of proven sickness or off-the-job injury for a period of less than 3 years shall not result in loss of seniority rights. Inability to work because of on-the-job injury shall not result in the loss of seniority rights.

(120) Employees absent because of illness or accident shall be automatically granted leave of absence for a period of disability not to exceed 3 years, except in cases where the illness or accident has occurred in the course of employment in which case the leave of absence shall extend to the entire period of disability. Employees shall accumulate seniority during such leave of absence. When employees whose seniority has expired as per this paragraph, while on leave of absence because of illness or accident are rehired, they will be given credit for the seniority as held as of the date that their seniority expired.

A minority of the clauses examined (fewer than 10 percent for each type of leave) allowed seniority to accumulate only for a part of the maximum leave time allowed. If the employee remained absent past the protected period, his seniority would no longer accrue, and he would suffer a gradual decline in status relative to other employees:

(121) An employee who has been "continuously employed" as defined in Section 9 (Sick Leave) of this agreement, and is absent from work because of bona fide industrial or non-industrial accident or illness shall continue to accrue seniority, including eligibility for vacation, for a period of up to 1 year from the day of his last employment prior to being absent for such bona fide illness or accident. If any such illness or injury shall continue beyond 1 year, such additional time shall not accrue to the employee's seniority, and if the employee is able to return to work, his anniversary date for seniority and vacation purposes

shall be moved forward by the amount of time his total absence shall have exceeded 1 year.

(122) [Union] leave of absence shall be granted for a stated period in excess of 1 month but not in excess of 1 year, and may be extended for periods not in excess of 1 year each, except that the total cumulative period of such leaves of absence granted any employee during such employee's service with the company and any other Bell System Company shall not exceed 6 years. Such employee's service with the company shall be terminated as resigned if continuous absence in excess of 30 days for union duties is required after such 6 year limit has been reached by that employee.

Such leaves of absence shall be . . . with credit in term of employment for previous credited service (upon subsequent reinstatement from the leave of absence) . . . with credit in term of employment for the time absent (upon subsequent reinstatement from the leave of absence) only for the first 4 years of cumulative absence on such leaves of absence.

(123) Layoffs or absence for sickness will not be deducted from seniority or service unless they extend beyond 2 months following the date of leaving work, in which case the entire period will be deducted.

Absence for sickness will not be deducted from seniority or service for a period of up to 1 year for employees with 5 years or more of service.

(124) Leave of absence shall be granted for personal injury sustained while at work. Such leave of absence must be approved by the medical department. Seniority will be accumulated during such leave of absence.

Leave of absence shall be granted due to non-occupational personal injury or illness. Such leave of absence shall be approved by the medical department. Seniority will be accumulated during such leave of absence up to maximum of 6 months. Such leave of absence shall normally not be granted beyond 1 year. Extension may be granted in cases of clear merit.

Most of the remaining clauses (16 to 21 percent, depending on the type of leave) indicated that only seniority acquired before the leave would be protected. The majority of these definitely stated that the employee would not accumulate seniority during the leave:

(125) Employees hereafter elected or appointed to full-time union office shall be granted a leave of absence without loss of seniority but without accumulating seniority during the period of the leave of absence.

(126) Any employee elected or appointed to a public office in City, County, State, or National Government shall be granted a leave of absence, but will not be entitled to accrue seniority or benefits. (They will not forfeit their accumulated seniority, provided said employee makes a written request for employment within 30 calendar days after vacating said office.) Employees returning from such leave shall be returned to the department from which they left, seniority permitting as provided.

(127) An employee who becomes disabled by reason of illness or accident and who absents himself from work thereby, for a period of no more than 3 months shall, upon recovery, be entitled to reinstatement by the employer to the position and seniority held at the time disability was incurred.

Included in this group were a number of clauses that stated only that the employee would not lose his seniority rights as a result of the leave. Depending on the intent of the parties, some of these may have permitted accumulation:

(128) Employees accepting full-time positions as union representatives shall be given automatic leaves of absence . . . for their term of office or any renewal thereof, without loss of seniority rights, and with the privilege of returning to their former positions or an equivalent position at the prevailing rate of pay at the time they return.

(129) Any employee desiring leave of absence from his employment shall secure written permission from both the local union and company. The maximum leave of absence shall be for 6 months and may be extended. Permission for extension must be secured from both the local union and company. During the period of absence, the employee shall not engage in gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights, except that he shall be required at not more than 6 month intervals to provide such proof of his inability to work as a result of such sickness or injury.

Proof of continued disability, as in the last example, is often required in disability leave provisions.

Provisions granting union or public office leave usually made no distinction between an appointive and elective position, or between local and national office. A number, however, established differing seniority treatment depending on the office:

(18) Any employee appointed to the office of Assistant Business Manager in the union shall retain his seniority with the company for a period of 1 year. This shall

apply to not more than two such appointed employees, provided such employees do not engage in other employment.

An employee elected to office in the union, which requires all of his time, shall not retain his seniority with the company.

(130) Upon request, a leave of absence will be granted to any employee who has been elected or appointed to public office. Such leave shall be for the duration of the term. The person elected to such office shall accumulate seniority while on such leave, and the seniority status of the employee appointed to public office shall be as negotiated between the company and the union.

Occasionally, no mention was made of a specific condition. In the following, one clause makes no reference to leaves for national union office, and the other makes no reference to appointive public office:

(58) Election or appointment to a full-time office of the local union shall be considered good and sufficient reason for obtaining a leave of absence. Such employee or employees shall be given, upon written request from the Secretary of the union to the Industrial Relations Manager, or his designated representative, a leave of absence for the period of time the employee occupies such office. Such leave will not cause any adjustment in the employee's anniversary date.

Upon the return of an employee who has been granted a leave of absence under this paragraph, he shall be reemployed in the same occupation in which he was classified immediately prior to his leave of absence, at the current rate of pay, provided his seniority is such that under the provisions governing seniority he is entitled to such occupation.

(131) An employee elected to public office with duties and responsibilities requiring him to be away from work may be allowed a leave of absence without pay for the time necessary to carry on the duties of such office, provided the term or total amount of successive terms is 4 years, or less, upon proper notice to the plant superintendent 15 days prior to the date on which he desires the leave to begin. This paragraph is not applicable in the case of any employee elected to such a successive term as would require him to be away from work for more than 4 consecutive years.

## Chapter VI. Loss of Seniority

Agreements mentioning seniority systems usually specify various circumstances in which an employee may lose his seniority, either immediately (as, for example, if he resigns) or after a specified time (as in an extended layoff). By voiding claims of former employees to reemployment or job rights based on seniority, these provisions enable the employer to clear his records and permanently replace these employees by new hires, transfers, or promotions.

### Prevalence

Of the 1,501 agreements referring to seniority, 1,329 or almost 9 out of 10, covering the same proportion of workers, established one or more conditions for its loss. (See table 16.) The prevalence of this type of provision was slightly higher in manufacturing than in nonmanufacturing agreements, but only in apparel and printing did the proportion fall below 50 percent.

Only those provisions were tabulated which described conditions for complete forfeiture of seniority rights and separation from the company. Not enumerated, but present in many agreements, were clauses such as the following, which established conditions under which unit seniority was lost:

(132) In cases of transfers from one department to another the company will be allowed 30 days to determine whether or not the transferred individual can do the work. In the event that it is decided he cannot do the work he shall be returned to his former department with no loss of seniority. After the 30 day trial period he shall lose seniority in his former department and start accumulating seniority in the new department from the date the transfer was made. The above does not apply to newly created departments.

Conditions for loss of seniority generally fell into one of three groupings. Most prevalent was loss of seniority due to voluntary quit, discharge, or failure to be recalled, or, if recalled, to report following layoff. All were present in more than two-thirds of the agreements having seniority provisions. The high prevalence reflects the frequency with which quits, discharges, and layoffs occur. In addition, negotiators may have little difficulty in agreeing to terminate the seniority of workers in such situations, since most employees thereby separated have relatively little seniority, have or quickly find other employment, or have no desire to return.

Less prevalent, but still common, were provisions specifying loss of seniority related to leaves of absence or shorter unreported or unexcused absences from work, ranging from 17 to nearly 40 percent of the 1,501 agreements. Many of these agreements defined a violation of the terms of a leave of absence as a voluntary quit, or made employees who absented themselves without notice or excuse subject to discharge. Other agreements may have included such violations in the quit or discharge category without separate mention, in part accounting for their lower prevalence.

A third category of provisions, occurring less often, consisted of miscellaneous conditions for loss of seniority, ranging from transfer out of the bargaining unit (13 percent of the provisions referring to seniority) to medical discharge (less than 1 percent). The explanation for the infrequency of these provisions may be, in part, that these situations are covered by more general provisions, and, in part, that some firms do not provide for arrangements such as severance pay or interplant transfers.

Agreements establishing conditions for the loss of seniority commonly grouped them together in a listing, as in the following examples:

- (133) Seniority shall end when there is:
- (a) Voluntary quit
  - (b) Dismissal for just cause
  - (c) Layoff for 1 year or more
  - (d) Failure to return when recalled from layoff, unless permission is granted for a later return.
  - (e) Absence from work without permission such as
    1. Unauthorized leave of absence
    2. Failure to return from authorized leave of absence within proper time limits.
  - (f) Any other cause of termination of employment
  - (g) An absence from work, for personal illness only, beyond the leave or leaves of absence provided under "Article X—Leaves of Absence—Section 1004—Employee's Own Illness."
  - (h) Acceptance of a job with the company which is not covered by the terms of this agreement.

- (134) An employee's seniority shall terminate when he quits; . . . is laid off and fails to return to work after due notice; or is laid off and has not been recalled to work within 12 months after the date laid off.

*Voluntary quit.* An employee who resigns normally severs all ties with the company. Most of the 1,041 agreements that denoted a voluntary quit as a condition for seniority loss did so without qualification. Rarely, however, as in the second illustration, the employee was permitted a grace period to reconsider his decision:

(135) . . . an employee's continuous service shall be broken if he quits. . . .

(136) If, as the result of a reaction to a situation and on impulse, an employee voluntarily quits his position with the company, he will be given a week "cool-off" period, during which time he may re-apply for his job. If the employee fails to re-apply for his job within the week-period his resignation will be accepted by the company.

*Discharge for cause.* An employee may be discharged, with loss of seniority, for a variety of reasons, as for example, insubordination, wage garnishment, fighting, poor workmanship, or sabotage.<sup>17</sup> Only a small proportion of the 1,010 agreements calling for loss of seniority to accompany discharge fully listed the various infractions:

(137) Any employee caught leaving the job or in the locker room prior to the 10-minute warning whistle, or lining up in the time check alleys before the final whistle will be subject to discharge.  
Any employee committing any of the following violations shall be subject to discharge:

1. Stealing.
2. Defacing property.
3. Loafing or insufficient production.
4. Carrying liquor into the yard.
5. Striking another person in yard, regardless of the provocation.
6. Gambling on company property.
7. Neglect of duty.
8. Sleeping during working hours.
9. Smoking in prohibited places.
10. Insubordination.
11. Leaving job before time.
12. Refusal to show badge or wear same in conspicuous place.
13. Reporting for work under the influence of liquor.
14. Refusal to do work assigned.
15. Refusal to wear helmet or other prescribed safety equipment.

*Extended layoff.* The most frequently encountered condition for loss of seniority, cited in nearly three-quarters of the agreements mentioning seniority, was expiration of recall rights following a layoff. Depending on the agreement, the period before seniority was lost ranged from less than a year to 10 years. Workers—primarily those with short service—who have not been

<sup>17</sup>Specific items of this nature, where mentioned, have not been separately enumerated.

recalled during the recall period have usually found other employment and are no longer interested in returning. Many agreements established a single time limitation for all laid-off employees, as in the first illustration. Others, in recognition of longer service employees' more valuable job rights and greater interest in returning, afforded these workers a longer period before their seniority was lost:<sup>18</sup>

(138) Seniority shall be terminated or broken for . . . layoff exceeding 12 consecutive months.

(139) The following shall constitute a break in the continuity of service. . . .  
Absence due to layoff in excess of the following time limits:  
Employees with less than 2 years or more service at the time of layoff . . . 6 months.  
Employees with 2 years or more service at time of layoff . . . 2 years  
The period of any such layoff not in excess of said limits shall not constitute a break in service, but when the total absence exceeds 6 months in any 12 consecutive months, the entire period of the last absence which extended the total absence beyond such 6 months in any 12 consecutive months shall not be counted for the purpose of determining an employee's net credited service, and all subsequent periods of such absences shall not be counted until the employee has been continuously employed for a period of 12 consecutive months.

Some agreements required the employee to report periodically his continued interest in and availability for recall, to keep his seniority and recall rights valid for the maximum period:

(140) All regular employees laid off due to curtailment of work shall accumulate without interruption all seniority rights. Employees laid off shall be required to report every 6 months either in person or by registered letter their desire to be retained on the seniority list. Failure to do so shall cause forfeiture of seniority rights. If reporting in person at the plant employment office, employees must secure a written acknowledgment of their visit from a member of the employment department staff.

*Failure to report back from layoff.* It was usual for the agreement to require laid-off employees to report for work within a reasonable time after notice of recall was sent.<sup>19</sup> If the employee did not report, the company would recall or hire another employee. Almost 70 percent of the seniority provisions indicated that failure

<sup>18</sup>For a more complete discussion of seniority rights in layoff and recall, see *Layoff, Recall, and Worksharing Procedures*.

<sup>19</sup>Recognizing that the employee may have to give notice to another employer, some agreements stipulate one time limit for an employee to express interest in returning, and a longer period for actually reporting to work.

to report would result in termination and loss of seniority. The clauses, however, commonly stipulated that, if the employee could provide an acceptable excuse for not reporting, his seniority would not be affected:

(141) The employer shall notify a laid off employee by mail or telegram at his last address on record when he is to return to work and a copy shall be sent to the local union. If a man fails to report within 5 days, excluding Saturday, Sunday and holidays, from the date designated to return, he shall be dropped from the records as an employee and forfeit all seniority rights.

In the event that an employee is prevented from reporting within said 5 day period by reason of illness, injury, or other personal emergency, he shall not be prejudiced thereby provided notice of such circumstances is given to the employer within the 5 days and provided he reports for work within a reasonable period after he is able to do so. The employer will notify the union when employees are recalled. Employees must notify the employer of change of address within 48 hours.

During a long layoff, some of the laid-off employees may change their address or leave town for a time. In such event a notice of recall may not reach the employee, and he may lose his seniority. To help prevent this, 204 of 369 sample seniority provisions examined referred to the need for laid-off employees to keep the employer informed of their whereabouts. (See table 17.) More than half of these warned that the employer had fulfilled his obligation by notifying the employee (usually by registered mail) at his last known address:

(142) The company shall be considered as having fulfilled its obligations to give the notice called for in this clause by sending a registered letter to the individual's last known address on the company's records.

(143) An offer of reemployment, or notification of a vacancy which otherwise would be filled by hiring, shall be deemed to have been given the former employee when posted by registered mail, addressed to the last known address of such employee. The company will maintain an active file of all mailing addresses furnished by employees who have been laid off but assumes no obligation to notify such employees otherwise than as in this sub-section provided.

(144) An employee will lose his seniority . . . if he has been laid off and is recalled to work but fails to report for work within 5 working days from the date of signing the certified or registered letter receipt or telegram receipt, unless the company agrees to extend this period or he will lose his seniority if the registered letter or telegram is returned as undeliverable from the last known company address.

Another fourth of the provisions stated that the employee was responsible for keeping the employer informed of his current address:

(145) To protect his seniority, it is the employee's responsibility to keep the Personnel Services Section and his respective union informed of his current address and telephone number.

(146) It shall be the employee's obligation to keep his address and telephone number, if any, up-to-date on the employer's records, including any changes during a period of layoff. The employer shall be entitled to rely on such information as shown in its records for all purposes.

Most of the remaining provisions both warned the employee of his responsibility to report address changes and limited the employer's obligations:

(147) In rehiring following a layoff in any unit described in section 2, the company will offer reemployment to employees laid off in such unit in the inverse order in which they were laid off. The company will have fulfilled its obligation hereunder with respect to any laid-off employee by offering reemployment by registered mail addressed to the employee's latest address as shown by the records of the company. There shall be no obligation to offer reemployment to any employee who has been laid off for more than 1 year. It shall be the duty of the employees to inform the company of changes in address.

*Leave of absence.* A voluntary, or nonmedical, leave of absence may be granted, usually for a specific period, to hold public or union office, go to school, or other personal reasons. Nearly 40 percent of the 1,501 agreements having seniority provisions indicated that an employee failing to return to work at the expiration of the leave would lose his seniority.<sup>20</sup> Many of the provisions indicated that the employee might avoid loss of seniority by requesting an extension of the leave:

(148) Seniority shall be considered to have been terminated if the employee . . . overstays his leave of absence or his vacation period without first notifying the company and securing permission for an extension, in which case the union will be notified 3 days prior to the separation of the employee from the payroll. Where it can be shown that the employee failed to return for justifiable reasons and where notification of the company was not reasonably possible, the case, if already closed, may be reopened and the company and the union will negotiate the disposition.

The seniority and reemployment rights of an employee who enlists or is inducted into the armed forces are protected by Federal law, provided he returns to work within 90 days of his discharge. The employer must automatically grant the employee a leave of absence covering the enlistment period. An employee who reenlists, however, is no longer protected. The following uncommon clause indicated that such an

<sup>20</sup> A number of the provisions did not distinguish between voluntary and medical leave and may have included the latter as well.

employee would be subject to termination with loss of seniority rights:

- (149) An employee shall lose his seniority rights, and he shall be removed from the seniority list and shall cease to be an employee . . . if an employee in the military service reenlists beyond one term of enlistment or conscription.

*Medical leave.* Employees absent because of illness or disability are likely to have greater service and greater interest in returning to their former employment than those on layoff, and, perhaps to a lesser extent, than persons on other types of leave. Possibly for this reason, relatively few (17 per cent) of the seniority agreements mentioned loss of seniority in prolonged absence for medical reasons. The allowable period was sometimes related to the employee's seniority, as in the second illustration:

- (150) Seniority shall be broken as a result of . . . . continuous absence from work because of illness for 12 continuous calendar months.
- (151) Length of continuous service with the company . . . will be broken if an employee has been . . . absent because of illness, for a period exceeding his continuous length of service with the company, or 3 years, whichever is less.

Those agreements that distinguished between occupational and nonoccupational disability usually afforded greater protection to employees in job-related absences:

- (152) A qualified employee's seniority shall terminate [if he] is off work for a period of 12 months for sickness or injury, except an "on the job" injury.

*Violation of the terms of a leave of absence.* Although not unknown, it is rare for a company to grant an employee a leave of absence to take employment elsewhere or to establish himself in business. Some employees, however, may obtain other work while on an approved leave, and others may secure an approved leave as a subterfuge for working elsewhere. To discourage such practices, 411, or more than a quarter of the seniority provisions, stipulated that an employee violating the terms of his leave of absence would lose his seniority. Most (369) of the clauses specifically referred to employment elsewhere. It was common for the clauses to suggest that exceptions might be made, provided the company or the company and union agreed:

- (153) . . . if an employee while on leave of absence accepts another job or goes into business for himself, he automatically terminates his employment and loses all rights with the employer.
- (154) All seniority of an employee shall terminate when he quits for any reason. . . .

An employee absent on leave shall be considered as

having quit if he engages in other employment without the consent of the company and the union.

Occasionally, the prohibition applied specifically only to obtaining employment in the same industry, and the effect of working in a different industry was not stated:

- (155) . . . During the period of absence the employee shall not unless otherwise agreed, engage in gainful employment in the same industry. Failure to comply with this provision shall result in the complete loss of seniority rights and employment for the employees involved.

The remaining 42 agreements referred to loss of seniority as a consequence of violating the terms of a leave—usually by falsifying the purposes of the leave—without particular reference to employment elsewhere:

- (156) Seniority shall be lost when an employee gives a false reason for obtaining a leave of absence.

*Unreported or unexcused absence.* Excessive and irresponsible absenteeism may require the employer to maintain a work force in excess of his normal needs. To discourage absenteeism, most companies require absent workers to notify management of their absence and provide a reasonable explanation, often on a daily basis. To many concerns, absence without good reason, or noncompliance with the reporting requirement, is an indication of irresponsibility and lack of interest. After a short period of grace, the absent worker may be considered to have quit.

Of the 1,501 agreements with seniority provisions, 567 provided for loss of seniority for unexcused or unreported absence. Nearly 90 percent of these were in agreements in manufacturing industries. The sample of agreements was examined for the length of time or grace period allowed before seniority was lost. (See table 18.) Of 144 clauses referring to seniority loss for failure to report, 136 established specific time limits. For all but 10, the period was from 3 to 10 days. The most common period, cited in 62 agreements, was 3 days. The third illustration provided seniority loss after either 3 consecutive days, or 5 work days in the calendar year.

- (157) . . . an employee shall lose his seniority if . . . he is absent from work for 3 consecutive working days unless a satisfactory reason is given, either during or after such 3-day period, provided that this provision shall not be deemed to justify any absence from work without reasonable excuse.
- (158) Service shall be considered broken . . . when an employee fails to report absence from work within 5 working days, unless such employee has reasonable cause for not reporting.
- (159) An employee's seniority will be lost if he is absent for 3 consecutive workdays without his having furnished the company with a legitimate excuse for such absence, but in connection therewith the company

shall notify the union office or the employee's union steward of the employee's absence not less than 24 hours before declaring the employee's seniority lost.

An employee's seniority will be lost if he is absent for a total of 5 workdays in any period of 1 year without having so notified the company or having a legitimate excuse for having failed to do so.

These provisions shall not limit the company's right to suspend without pay or to discharge an employee for excessive absenteeism or absence without good cause even though he may have given notices; such suspension or discharge may be the subject of a grievance and arbitration.

No time limits were indicated in a few of the provisions:

- (160) Break in continuity of service, with resulting cancellation of seniority will result from . . . absence without good cause. . . .

*Transfer out of the bargaining unit.* Since seniority systems normally apply only to members of the bargaining unit, it is common for persons transferring to positions outside the bargaining unit—most often to supervisory jobs—to lose their seniority. About 1 in 8 of the 1,501 agreements providing seniority systems stipulated seniority loss in such circumstances. To avoid discouraging employees from accepting non-bargaining unit jobs, seniority loss was seldom immediate; normally the transferee was given a period within which he could return to the unit with seniority rights should he become dissatisfied or fail to qualify.<sup>21</sup> The second illustration, however, provides immediate seniority loss in transfers to another bargaining unit:

- (161) Employees transferred to jobs outside the bargaining unit shall retain and accumulate seniority in their department for a period of 90 calendar days per calendar year and then lose seniority rights.
- (162) Employees covered by this agreement who are in the future permanently transferred to positions which are in another bargaining unit shall lose their seniority as of the date of transfer.

*Acceptance of separation pay.* If an employee is laid off with little possibility of later recall, he may be given a separation payment. Acceptance of separation pay usually terminates all ties with the company, including seniority.<sup>22</sup>

About 12 percent of the seniority provisions established acceptance of severance pay as a condition for loss of seniority.<sup>23</sup> The second example permitted the employee the option of termination with separation pay, or layoff with continuing seniority and recall rights:

- (163) The severance pay shall be paid in a lump sum at the time of termination of employment and its payment shall cancel all of the employee's seniority rights.

- (164) An employee who is otherwise eligible for severance allowance may, instead of accepting termination of his employment and the payment of the severance allowance, elect within 10 days of notice of termination, to be placed on layoff in accordance with the provisions of this agreement, and in such event, he shall not be entitled to the payment of severance allowance.

Each employee electing to receive the above severance allowance will be thereafter considered as terminated and will have no further seniority or employment rights with the company for any purpose.

*Retirement.* About 10 percent of the 1,501 agreements provided that an employee would lose his seniority rights at the time of retirement.<sup>24</sup> In some instances, this may prevent the retiree from later attempting to exercise seniority for reemployment, although many provisions made retirement mandatory at a certain age, thus making a later return unlikely:

- (165) Seniority shall be broken and all existing seniority rights lost . . . when an employee with less than 15 years of service attains the age of 65 years; when an employee with 15 or more years of continuous service and who has attained the age of 65 years is retired on a pension.

- (119) Seniority rights for employees shall prevail. Seniority shall be broken by mandatory retirement as provided in paragraph (b) below:

(b) Effective January 1, 1972, retirement shall be mandatory subject to the following:

1. The employee reaching age 65 and having accumulated a minimum of 25 years of accredited pension service under the Western Conference of Teamsters Pension Trust Fund.
2. The employee reaching any age between 65 and 70 and the employee having accumulated a minimum of 25 years of accredited pension service under the Western Conference of Teamsters Trust Fund . . . .
3. The employee reaching age 70 irrespective of the number of years of accrued pension service credits of the employee.

<sup>21</sup> Many agreements provided that seniority would be retained regardless of the time out of the bargaining unit. For a fuller discussion, see *Major Collective Bargaining Agreements: Seniority in Promotion and Transfer Provisions* (BLS Bulletin 1425-11, 1970), pp. 54-57.

<sup>22</sup> For a discussion of separation pay, see *Major Collective Bargaining Agreements: Severance Pay and Layoff Benefit Plans* (BLS Bulletin 1425-2, 1965.)

<sup>23</sup> As described in a following section, some of these permitted the employee, if later rehired, to regain his seniority by repaying the amount received.

<sup>24</sup> The prevalence may be slightly understated, since other clauses may appear in pension supplements, which were not examined.

Relatively few of the agreements (2 percent) referred to loss of seniority in disability retirement. These provisions were all found in manufacturing agreements:

- (166) Any employee's seniority will be terminated . . . upon receipt of group insurance benefits following total permanent disability or retirement.
- (167) An employee shall lose his seniority for . . . full settlement . . . for total disability.

*Interplant transfer.* A small number of the agreements provided that an employee would lose seniority at his former plant immediately upon transferring to another plant of the company.<sup>25</sup> Some of the provisions specified loss of seniority only if the employee initiated the transfer, as in the second excerpt:

- (168) Seniority will be broken by . . . transfer from bargaining unit to outside the Latrobe area.
- (169) If an employee is transferred from one plant to another at his request, his seniority shall be cancelled in the plant from which he has transferred . . . .

*Medical discharge.* Under most agreements mentioning loss of seniority related to illness or disability the loss would occur only after a prolonged absence from work. A few agreements (less than 1 percent of those having seniority provisions) however, outlined procedures for terminating an employee's employment and seniority without reference to a leave of absence. Presumably, the employee could be terminated while still actively employed. The illustration required a medical examination as proof of inability to work:

- (170) An employee shall lose all seniority and his continuous service will be broken . . . . if he is determined by the company to be incapable of performing any job. Such determination shall be made in accord with the physical examinations section of this agreement.

#### **Union role in the loss of seniority**

Although isolated agreements established other conditions for union participation, the union role specifically related to loss of seniority generally fell into one of three categories: (1) union notification of employees who had lost, or were in danger of losing, seniority; (2) the right to protest a discharge, and (3) negotiation of leave extension.

Provisions requiring the company to notify the union primarily enable the union to keep its records current, since most employees questioning the decision would

<sup>25</sup>Many other multiplant agreements provided that the transferee later would lose his seniority rights at the original plant if he remained at the new plant beyond a specified period, or if he refused an offer of recall to his home plant. See *Plant Movement, Transfer, and Relocation Allowances*, pp 43-47.

advise the union directly. In some instances, however, the union may in turn inform an absent employee who was unaware of his loss of seniority, and possibly secure his reinstatement. Many agreements provided for advance notice to be given simultaneously to the absent worker and the union, particularly of recall from layoff. This protects the employer from later claims that seniority was lost because no notice was given, and in some instances, as the illustration suggests, may enable the union to locate and warn the absent employee:

- (171) . . . An employee's continuous services shall be broken if he . . . fails to advise the company of change in address or fails to report within a reasonable time when called, if, in addition, the local union is given 48 hours in which to locate such employee and arrange for his reporting to work.

The major union role related to seniority loss was the right to call for a review or file a grievance in a disputed discharge. If the employee's position is upheld, he generally is reinstated with full seniority:

- (172) For the purpose of this agreement, the seniority of any employee shall mean his length of continuous service with the company. Seniority shall be broken by . . . his discharge by the company. Reinstatement through any one of the steps of the grievance procedure shall not break the employee's seniority unless otherwise agreed upon or provided for in the final provisions of the grievance procedure.

In addition, some agreements gave the union the right to participate in decisions on extending the leave of absence of an employee who otherwise would suffer a break in seniority:

- (173) Any employee whose total absence or absences for medical leaves accumulates to a period of time in excess of the employee's seniority recall rights, shall lose seniority provided that such seniority right may be extended by mutual agreement between the company and the union, and further that any period of 90 days of active full time employment shall restore full medical leave rights equal to the employee's seniority.

#### **Seniority following a break in service**

Companies occasionally rehire employees who previously had been terminated with loss of seniority rights. In most instances, such workers must start as new employees (although sometimes the probationary period may be waived) and receive no credit for seniority acquired in their previous employment. However, this is not invariably so; a minority of agreements permitted seniority previously earned to be regained under certain conditions. Examination of the 369 sample agreements having seniority systems disclosed that 140 referred to the seniority status of employees who were rehired. (See table 19.) Of these, 100, variously worded, permitted no credit for seniority previously earned:



- (174) If an employee is rehired after losing his seniority rights, the date of rehiring shall be deemed to be the date of original employment.
- (175) Seniority is defined as the length of continuous service that an employee has with the company commencing with the date of his last hiring with the company.
- (176) Any employee who resigns or is released by the employer for cause and who returns to the payroll shall receive no credit toward the accumulation of seniority for the time worked prior to termination.

Thirty-eight agreements did permit credit for seniority previously earned to be restored, under stated conditions. A number of agreements, particularly in the telephone industry, permitted all previous seniority to be restored provided the rehired employee continued in the company's service for a specific number of years:

- (177) After an employee completes 2 continuous years of service after one or more breaks in the continuity of his previous service, the total service with this company and any other Bell System company shall constitute the employee's seniority credit.
- (178) The seniority accrued by an employee prior to a break in his seniority due to termination because of lack of work shall be regained immediately when he is reemployed.
- The seniority accrued by an employee prior to a break in his seniority due to termination for any reason other than for lack of work, shall be regained when the employee has accrued 10 years of seniority following his reemployment.
- No seniority credit will be given for the period of time between termination and reemployment.

Occasionally, provisions imposed a loss of seniority as a condition for receiving a severance benefit payment, but allowed a rehired employee to be reinstated provided he repaid the amount earlier received:

- (179) . . . an employee's accumulated length of service will not include credit for service that was relinquished by his election to receive the lump sum option payment provided under the Layoff Income and Benefits Plan, or any similar lump sum severance payment involving relinquishment of seniority rights, and whose service credits have not been restored by repayment in full thereof. The provisions of any local supplements, practices or understandings in conflict with the preceding sentence are hereby modified accordingly and shall hereafter be administered in accordance with this paragraph . . . If the employee elects to receive a lump sum payment pursuant to option (a) above,

service credits and recall rights will be lost and may be restored upon subsequent rehire only if the employee repays in full the lump sum payment received under such option. Arrangements to make repayment must be made within 60 days of rehire, at which time the employee may either make repayment in full, or arrange with local management for repayment in installments within 1 year after rehire.

A few agreements allowed reinstatement of previous seniority for employees who had lost their status through a layoff:

- (180) An employee who had 2 years or more seniority at time of layoff and lost his seniority under the application of Article IV, Section 2, by reason of being on layoff for a period of 24 consecutive months, shall upon proper application to the Employment Department be given preferential consideration for rehire to available openings in accordance with his qualifications. If such an employee is rehired by the company within a period of 24 consecutive months following his loss of seniority, his seniority date shall be that which he had immediately prior to his last layoff from the company. Such an employee shall not be required to serve a probationary period.

Some agreements provided that a former employee who had retired on disability and lost seniority might be rehired and credited with seniority held at the effective date of his retirement. In addition he might accumulate seniority from date of rehire:

- (181) Seniority will be broken . . . upon normal retirement, early retirement, total and permanent disability retirement or the granting of the severance award. However, if a former employee, who has retired as the result of either modified disability or total and permanent disability is rehired as the result of no longer being so disabled he shall receive no service credit from the time of his disability retirement, but shall be credited with seniority he had at the time of his disability retirement and he shall accumulate further service from the time that he starts to work after rehire.

A few agreements which generally allowed no previous seniority to be regained indicated that exceptions might be possible:

- (182) The parties hereto reserve the right to restore previous seniority which may have been broken because of any of the foregoing reasons set forth in paragraph 2 of this section A, if the company and the union mutually agree that extenuating circumstances warrant such reinstatement.

**Table 1. Seniority provisions in major collective bargaining agreements, by industry, 1971-72**

[Workers in thousands]

Industry	Total studied		Seniority provisions						No seniority provisions	
			Total having seniority provisions		Administrative details		No administrative details			
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries .....	1,974	8,210.7	1,501	6,132.8	1,425	5,901.4	76	231.4	473	2,077.9
Manufacturing .....	1,056	4,274.1	998	3,821.2	970	3,754.9	28	66.3	58	453.0
Ordnance and accessories .....	30	111.1	30	111.1	29	109.3	1	1.8	---	---
Food and kindred products .....	115	279.1	114	271.1	112	273.1	2	4.0	1	2.0
Tobacco manufacturing .....	9	21.9	9	21.9	9	21.9	---	---	---	---
Textile mill products .....	22	62.7	20	46.4	20	46.4	---	---	2	16.3
Apparel and other finished products.....	47	412.0	18	56.4	11	33.8	7	22.6	29	355.6
Lumber and wood products, except furniture .....	18	27.7	16	24.0	16	24.0	---	---	2	3.7
Furniture and fixtures .....	19	33.4	17	30.2	15	27.5	2	2.7	2	3.2
Paper and allied products .....	63	109.9	62	108.1	59	102.8	3	5.3	1	1.8
Printing, publishing, and allied industries..	33	67.2	26	51.7	18	31.0	8	20.8	7	15.5
Chemicals and allied products .....	71	132.8	71	132.8	71	132.8	---	---	---	---
Petroleum refining and related industries..	15	33.9	15	33.9	15	33.9	---	---	---	---
Rubber and miscellaneous plastics products .....	16	94.4	16	94.4	16	94.4	---	---	---	---
Leather and leather products .....	26	66.3	20	45.1	19	44.1	1	1.0	6	21.2
Stone, clay, and glass products .....	37	122.3	35	120.0	34	118.2	1	1.8	2	2.3
Primary metal industries .....	110	573.1	110	573.1	110	573.1	---	---	---	---
Fabricated metal products .....	51	126.6	50	121.6	50	121.6	---	---	1	5.0
Machinery, except electrical .....	111	246.2	111	246.2	110	244.5	1	1.7	---	---
Electrical machinery, equipment, and supplies.....	115	477.8	113	472.6	111	467.9	2	4.7	2	5.2
Transportation equipment .....	124	1,207.8	121	1,186.7	121	1,186.7	---	---	3	21.2
Instruments and related products .....	14	36.2	14	36.2	14	36.2	---	---	---	---
Miscellaneous manufacturing industries....	10	32.1	10	32.1	10	32.1	---	---	---	---
Nonmanufacturing .....	918	3,936.6	503	2,311.7	455	2,146.5	48	165.2	415	1,624.9
Mining, crude petroleum, and natural gas production .....	21	118.9	18	115.8	18	115.8	---	---	3	3.1
Transportation 1/.....	88	612.9	77	566.1	72	523.0	5	43.1	11	46.8
Communications .....	86	690.8	81	612.8	81	612.8	---	---	5	78.0
Utilities: Electric and gas .....	74	170.8	74	170.8	72	167.4	2	3.4	---	---
Wholesale trade .....	18	53.7	18	53.7	17	52.2	1	1.5	---	---
Retail trade.....	118	368.1	113	355.8	105	337.3	8	18.5	5	12.3
Hotels and restaurants.....	43	195.9	31	153.0	26	138.8	5	14.3	12	42.9
Services .....	80	332.9	57	197.5	45	153.7	12	43.8	23	135.4
Construction .....	385	1,386.2	30	81.0	15	40.3	15	40.7	355	1,305.3
Miscellaneous nonmanufacturing industries .....	5	6.7	4	5.5	4	5.5	---	---	1	1.2

1/ Excludes railroad and airlines industries.

NOTE: Because of rounding, sums of individual items may not equal totals.

**Table 2. Acquisition of seniority in sample of major collective bargaining agreements, 1971-72.**

Time of acquisition	Agreements	Workers (thousands)
Total studied .....	489	2,406.4
Total having seniority provisions .....	369	1,844.5
Total referring to acquisition of seniority .....	280	1,438.9
At end of specified period, retroactive to date of hire .....	218	687.2
At end of specified period, retroactive to adjusted date .....	16	547.8
At end of specified period, retroactivity not indicated .....	41	178.8
At date of hire .....	5	25.2
No reference to acquisition of seniority .....	89	405.6
No reference to seniority .....	120	562.0

NOTE: Because of rounding, sums of individual items may not equal totals.

**Table 4. Effect of interruption of service before acquiring seniority in sample of major collective bargaining agreements, 1971-72**

Effect on seniority	Agreements	Workers (thousands)
Total studied .....	489	2,406.4
Total having seniority provisions.....	369	1,844.5
Total referring to acquisition of seniority.....	280	1,438.9
Total referring to interruption of service.....	76	802.7
Credit accrues .....	3	7.6
Credit frozen, no time limit on gaining seniority.....	12	44.0
Credit frozen, time limit on gaining seniority.....	55	714.8
Credit lost .....	1	4.5
Varies with circumstances .....	5	31.9
No reference to interruption <sup>1/</sup> .....	204	636.2
No reference to acquisition of seniority .....	89	405.6
No reference to seniority .....	120	562.0

<sup>1/</sup> Includes 5 agreements covering 25,200 workers in which seniority is acquired at date of hire.

NOTE: Because of rounding, sums of individual items may not equal totals.

**Table 3. Length of period before acquiring seniority in sample of major collective bargaining agreements, 1971-72**

Length of period	Agreements	Workers (thousands)
Total studied.....	489	2,406.4
Total having seniority provisions .....	369	1,844.5
Total referring to acquisition of seniority .....	280	1,438.9
Seniority acquired immediately .....	5	25.2
30 days or less .....	82	297.4
31-60 days .....	93	244.2
61-90 days .....	65	710.6
91 days - 6 months.....	18	97.3
More than 6 months.....	2	3.2
Varies .....	12	54.9
Other <sup>1/</sup> .....	3	6.2
No reference to acquisition of seniority .....	89	405.6
No reference to seniority.....	120	562.0

<sup>1/</sup> Includes 1 agreement, period subject to negotiation; 1 agreement, 30 continuous days or 51 percent of the season; 1 agreement, period not specified.

NOTE: Because of rounding, sums of individual items may not equal totals.

**Table 5. Seniority of part-time employees in sample of major collective bargaining agreements, 1971-72**

Seniority status	Agreements	Workers (thousands)
Total studied.....	489	2,406.4
Total having seniority provisions .....	369	1,844.5
Total referring to seniority status of part-time employees .....	43	308.5
Ineligible for seniority.....	18	133.8
Partial or pro-rata seniority..	12	101.4
Full seniority .....	3	4.3
Status varies with reasons for part-time.....	4	31.6
Seniority credit, but limited application .....	2	25.0
Unclear .....	4	12.5
No reference to seniority status of part-time employees.....	326	1,536.0
No reference to seniority .....	120	562.0

NOTE: Because of rounding, sums of individual items may not equal totals.

**Table 6. Seniority of part-time and temporary employees upon acquiring full-time or regular status in sample of major collective bargaining agreements, 1971-72**

Change of status	Agreements	Workers (thousands)
Total studied.....	489	2,406.4
Total having seniority provisions .....	369	1,844.5
Total referring to seniority in change of status.....	40	223.3
Part-time to full-time .....	14	42.0
Temporary to regular .....	16	61.5
Both .....	9	117.9
No reference to seniority in change of status .....	329	1,621.2
No reference to seniority .....	120	562.0

NOTE: Because of rounding, sums of individual items may not equal totals.

**Table 7. Seniority status of temporary employees in sample of major collective bargaining agreements, 1971-72**

Seniority status	Agreements	Workers (thousands)
Total studied.....	489	2,406.4
Total having seniority provisions .....	369	1,844.5
Total referring to seniority of temporary employees .....	44	247.3
Ineligible for seniority .....	35	226.2
Seniority only among themselves .....	5	13.1
Partial seniority .....	2	4.9
Unclear .....	2	3.2
No reference to seniority of temporary employees .....	325	1,597.2
No reference to seniority .....	120	562.0

NOTE: Because of rounding, sums of individual items may not equal totals.

**Table 8. Seniority information systems in sample of major collective bargaining agreements, 1971-72**

Type of system	Agreements	Workers (thousands)
Total studied .....	489	2,406.4
Total having seniority provisions .....	369	1,844.5
Total referring to seniority lists or information.....	230	1,323.0
Seniority lists posted.....	37	110.7
Seniority lists provided to union.....	55	141.2
Lists posted and provided to union .....	52	199.7
Lists posted, lists and changes to union.....	19	594.8
Lists and changes provided to union.....	25	171.6
Lists posted, changes provided to union.....	6	18.4
Company retains seniority information, produces for inspection on request .....	25	64.5
Other <u>1/</u> .....	11	22.2
No reference to seniority lists or information.....	139	521.5
No reference to seniority .....	120	562.0

1/ Includes 3 agreements, union is provided with lists, company produces seniority records on request; 2 agreements, list posted, company produces records on request; 2 agreements, joint union-management administration; 2 agreements, unclear; 1 agreement, lists and changes to union, company produces records on request; 1 agreement, lists posted and provided to union, company produces records on request.

NOTE: Because of rounding, sums of individual items may not equal totals.

**Table 9. Period for revising seniority lists in sample of major collective bargaining agreements, 1971-72**

Revision period	Agreements	Workers (thousands)
Total studied.....	489	2,406.4
Total having seniority provisions.....	369	1,844.5
Total referring to seniority lists or information .....	230	1,323.0
Total providing for revision of lists .....	172	1,151.6
Updated at specified intervals.....	138	653.5
More often than monthly .....	8	15.2
Monthly <u>1/</u> .....	16	46.3
Quarterly .....	31	172.4
Every 4 months .....	3	11.1
Semiannually .....	56	327.1
Annually .....	21	72.5
Combinations of periods <u>2/</u> .....	3	9.0
Period not specified .....	34	498.2
No reference to revision of lists .....	58	171.4
No reference to lists or information	139	521.5
No reference to seniority .....	120	562.0

1/ Includes bimonthly revisions in 1 agreement.

2/ Includes 1 agreement, 90-day intervals for department seniority lists, 6-month intervals for plantwide lists; 1 agreement, 6-month intervals for posted list, changes to union weekly; 1 agreement, 6-month intervals for posted list, changes to union monthly.

NOTE: Because of rounding, sums of individual items may not equal totals.

**Table 10. Correction of errors on the seniority list in sample of major collective bargaining agreements, 1971-72**

Procedure for correction	Agreements	Workers (thousands)
Total studied .....	489	2,406.4
Total having seniority provisions.....	369	1,844.5
Total referring to seniority lists or information .....	230	1,323.0
Total referring to errors on list .....	62	353.4
Employee right to appeal .....	17	51.9
Employee and union right to appeal .....	11	42.3
Joint discussion or agreement.....	3	108.9
Union right to "grieve"...	20	131.7
Error will not affect seniority rights .....	4	5.8
Unclear .....	7	12.9
No reference to errors on list.....	168	969.6
No reference to seniority lists or information.....	139	521.5
No reference to seniority .....	120	562.0

NOTE: Because of rounding, sums of individual items may not equal totals.

**Table 12. Tie-breaker clauses in seniority administration in sample of major collective bargaining agreements, 1971-72**

Procedure for breaking ties	Agreements	Workers (thousands)
Total studied .....	489	2,406.4
Total having seniority provisions .....	369	1,844.5
Total referring to tie-breakers.....	73	306.0
Alphabetical or reverse alphabetical order .....	14	46.8
Order of processing at time of hiring .....	24	75.3
Unit seniority.....	9	14.3
Age of employee.....	7	19.1
Social Security number .....	1	10.0
Chance .....	2	2.2
Management determines selection .....	6	18.1
Combinations <u>1/</u> .....	7	32.3
Other <u>2/</u> .....	3	88.1
No reference to tie-breakers .....	296	1,538.5
No reference to seniority .....	120	562.0

1/ Includes 1 agreement, unit seniority and alphabetical; 1 agreement, unit seniority and chance; 3 agreements, unit seniority, and order of processing at time of hiring; 1 agreement, unit seniority, alphabetical and Social Security number; 1 agreement, order of processing at time of hiring, family status, and determination of management and union committee.

2/ Includes 1 agreement, weekly rotation; 1 agreement, subject to negotiation; 1 agreement, family status.

NOTE: Because of rounding, sums of individual items may not equal totals.

**Table 11. Time limit on appeal of errors on seniority list in sample of major collective bargaining agreements, 1971-72**

Time limit	Agreements	Workers (thousands)
Total studied .....	489	2,406.4
Total having seniority provisions .....	369	1,844.5
Total referring to seniority lists or information.....	230	1,323.0
Total referring to errors on list .....	62	353.4
Time limits on appeal ....	49	227.4
7 days or less.....	5	11.5
8-14 days.....	5	46.0
15-30 days .....	35	151.7
31-90 days .....	4	18.3
No time limits <u>1/</u> .....	13	126.0
No reference to errors on list .....	168	969.6
No reference to seniority lists or information.....	139	521.5
No reference to seniority .....	120	562.0

1/ Contains 4 agreements, error will not affect seniority rights.

NOTE: Because of rounding, sums of individual items may not equal totals.

**Table 13. Seniority in intercompany mergers in major collective bargaining agreements, 1971-72**

Treatment of seniority	Agreements	Workers (thousands)
Total studied .....	1,974	8,210.7
Total having seniority provisions .....	1,501	6,132.8
Total referring to seniority in mergers.....	79	664.5
Seniority merged on basis of service before merger .....	15	50.7
Seniority status negotiable, subject to specified guidelines .....	36	421.3
Previous seniority applies, but whether kept separate or combined not specified.....	16	159.6
Treatment of seniority varies <u>1/</u> .....	10	29.0
Other <u>2/</u> .....	2	4.0
No reference to seniority in mergers.....	1,422	5,468.3
No reference to seniority .....	473	2,077.9

1/ Includes 4 agreements, seniority merged or subject to negotiation depending on employee's length of service; 4 agreements, separate seniority maintained, based on service before merger, but accrues only from date of merger for transfer purposes; 2 agreements, seniority merged if both companies solvent, one seniority list above the other if one company is insolvent.

2/ Includes 1 agreement, one seniority list above the other; 1 agreement, seniority subject to negotiation.

NOTE: Because of rounding, sums of individual items may not equal totals.

**Table 14. Seniority in intracompany mergers in major collective bargaining agreements, 1971-72**

Treatment of seniority	Agreements	Workers (thousands)
Total studied .....	1,974	8,210.7
Total having seniority provisions.....	1,501	6,132.8
Total referring to seniority in intracompany mergers .....	67	486.8
Seniority merged on the basis of seniority in old unit.....	33	152.3
Seniority subject to negotiation .....	26	298.1
Seniority status unclear .....	8	36.5
No reference to seniority in intracompany mergers .....	1,434	5,646.0
No reference to seniority .....	473	2,077.9

NOTE: Because of rounding, sums of individual items may not equal totals.

**Table 15. Seniority accumulation during selected leaves of absence in sample of major collective bargaining agreements, 1971-72**

[Workers in thousands]

Seniority accumulation	Type of leave					
	Sickness and disability		Union office		Public office	
	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total studied .....	489	2,406.4	489	2,406.4	489	2,406.4
Total having both seniority and leave provision .....	267	1,517.3	258	1,538.3	61	730.3
Total referring to seniority status during leave of absence .....	221	1,378.2	239	1,486.3	55	715.2
Accumulates.....	147	940.1	154	952.4	35	544.6
Accumulates for specified period, then no further credit.....	11	39.8	23	143.0	4	18.0
Does not accumulate .....	49	360.0	54	363.7	10	123.7
Varies according to circumstances .....	13	37.3	1	9.6	1	1.5
Subject to negotiation.....	---	---	1	1.6	1	1.4
Unclear .....	1	1.1	6	16.3	4	26.1
No reference to seniority accumulation.....	46	139.1	19	52.0	6	15.1
No reference to both seniority and leave.....	222	889.1	231	868.1	428	1,676.1

NOTE: Because of rounding, sums of individual items may not equal totals.

**Table 16. Causes for loss of seniority in major collective bargaining agreements, 1971-72**

Cause	Agreements	Workers (thousands)
Total studied.....	1,974	8,210.7
Total having seniority provisions.....	1,501	6,132.8
Total referring to loss of seniority <sup>1/</sup> .....	1,329	5,501.6
Voluntary quit .....	1,041	4,244.3
Discharge for cause.....	1,010	4,184.8
Expiration of recall rights.....	1,099	4,644.3
Failure to report back from layoff .....	1,037	4,264.8
Failure to report back from leave of absence .....	592	2,599.6
Unexcused or unreported absences.....	567	2,365.8
Violation of terms of a leave of absence .....	411	1,441.8
Prolonged absence for sickness or disability .....	255	1,536.2
Transfer out of the bargaining unit .....	191	654.0
Acceptance of severance pay ....	174	1,538.9
Retirement .....	159	970.3
Disability retirement .....	35	766.7
Interplant transfer .....	21	57.5
Medical discharge .....	12	14.5
No reference to loss of seniority ....	172	631.2
No reference to seniority .....	473	2,077.9

<sup>1/</sup> Nonadditive: Most of the agreements indicated seniority might be lost for a number of reasons.

**Table 17. Recall notification responsibility in sample of major collective bargaining agreements, 1971-72**

Responsibility	Agreements	Workers (thousands)
Total studied.....	489	2,406.4
Total having seniority provisions.....	369	1,844.5
Total referring to responsibility to notify .....	204	1,289.7
Employee responsible for keeping company informed of his address .....	22	163.2
Company limits responsibility to notification at last known address .....	87	432.7
Company limits responsibility, copy of notice to union .....	68	203.7
Employee responsible, company limits responsibility.....	24	480.5
Employee responsible, company limits responsibility, copy of notice to union .....	3	9.6
No reference to responsibility to notify .....	165	554.8
No reference to seniority .....	120	562.0

NOTE: Because of rounding, sums of individual items may not equal totals.

**Table 18. Days before loss of seniority in unexcused or unreported absences in sample of major collective bargaining agreements, 1971-72**

Number of days	Agreements	Workers (thousands)
Total studied.....	489	2,406.4
Total having seniority provisions.....	369	1,844.5
Total referring to loss of seniority in unexcused or unreported absence .....	144	1,003.5
After less than 3 days.....	5	7.7
After 3 days .....	62	563.6
After 4-5 days.....	38	222.9
After 6-10 days.....	26	179.7
After more than 10 days .....	5	12.5
Number of days not specified...	8	17.3
No reference to loss of seniority in unexcused or unreported absence.....	225	841.0
No reference to seniority.....	120	562.0

NOTE: Because of rounding, sums of individual items may not equal totals.

**Table 19. Seniority status on rehire following a break in service in sample of major collective bargaining agreements, 1971-72**

Status	Agreements	Workers (thousands)
Total studied.....	489	2,406.4
Total having seniority provisions .....	369	1,844.5
Total referring to seniority status on rehire .....	140	1,097.1
No credit for previous service... Credit restored .....	100	338.2
Credit restored .....	11	74.4
Credit restored under specified conditions related to earlier termination.....	25	670.1
Normally no credit, unspecified exceptions possible .....	2	4.5
Unclear .....	2	10.0
No reference to seniority status on rehire .....	229	747.4
No reference to seniority.....	120	562.0

NOTE: Because of rounding, sums of individual items may not equal totals.

## Appendix A. Selected Provisions for Administration of Seniority

To illustrate how the seniority administration clauses fit together, sections of several agreements dealing with the administration of seniority are reproduced in their entirety.

**From the International Brotherhood of Teamsters  
National Master Freight Agreement  
(expiration date: June 1973)**

In the event that the employer absorbs the business of another private, contract or common carrier, or is a party to a merger of lines, the seniority of the employees absorbed or affected thereby shall be determined by mutual agreement between the employer and the unions involved.

In the application of this provision the following general rules shall apply:

Merger, purchase, acquisition, sale, etc.

- (1) If all companies involved in the merger, etc., are solvent at the time of such transaction, the active seniority roster (excluding those employees on letter of layoff) of employees involved in the merger of terminals or operations are to be "dovetailed" by appropriate classification (i.e., road, city,) in the order of the last date of company employment in such classification. In addition the inactive seniority rosters (employees who are on letter of layoff) shall be similarly "dovetailed" by appropriate classification. The active merged seniority roster shall be utilized first to provide employment at the merged terminal or operation. If and when additional employees are required at the merged facility, they shall be recalled from the merged inactive roster and after recall such employees shall be "dovetailed" into the active roster with their full seniority. Seniority rosters previously combining job classifications shall be continued unless agreed otherwise.

In the application of this rule, it is immaterial whether the transaction is called a merger, purchase, acquisition, sale, etc. It is also immaterial whether the transaction

involves merely the purchase of stock of one corporation by another, with two separate corporations continuing in existence, and it is immaterial whether separate terminals of the companies are physically merged or not, subject, however, to rules 4, 5, and 6 below.

- (2) If, in the type of transaction described above, one of the companies is insolvent at the time of the transaction, then the employees of the insolvent company will go to the bottom of the master seniority list. The test of whether a company is solvent or insolvent is governed entirely by whether bankruptcy, receivership, composition for the benefit of creditors, reorganization, or similar proceedings are pending in the State or Federal court. If such proceedings are pending, the company is considered insolvent for the purpose of this rule.
- (3) If the transaction involved constitutes merely a purchase of permits or rights by one carrier from another carrier, without the purchase or acquisition of equipment or terminals, the employees of the company selling the permits shall have no seniority rights at all, but shall be offered opportunity for employment at the bottom of the seniority list of the company purchasing the permits. If such employees are hired they shall be given seniority credit for fringe benefits only.
- (4) If the merger, purchase, acquisition, sale, etc. involves two companies which do not have parallel operating rights, then separate seniority lists will be maintained for the separate non-parallel operations. However, there will be one master seniority list for the purpose of fringe benefits, etc., and for the protection of employees laid off on one seniority board when work opportunities are available on the other seniority board and all eligible employees on such other seniority board are employed.
- (5) Where the transaction involves both parallel and non-parallel rights then rules 1 and 2



above will apply to the parallel rights, and rule 4 will apply to non-parallel rights.

(6) Where only temporary authority is granted in connection with any of the transactions described above, then separate seniority lists shall continue only when terminals or operations are not merged, unless otherwise agreed. The company which is to survive will assume the obligations of both collective bargaining agreements during the period of the temporary authority.

(7) If in connection with the transactions described in these rules the successor company determines to discontinue the use of a Local Cartage Company, the employees of that Local Cartage Company who have worked exclusively on the pick-up and delivery service which is retained by the successor company shall be given opportunity to continue to perform such service as an employee of such successor company, and shall have their seniority "dovetailed" as described in the above rules.

(8) Area and/or State Committees created pursuant to local supplements which have previously established rules of seniority, not contrary to the provisions of such supplements, and approved by the Joint Area Committee, may continue to apply such rules if such rules are reduced to writing.

**From the agreement between the National Electrical Contractors Association, St. Paul Chapter, and the International Brotherhood of Electrical Workers (expiration date: April 1972)**

## ADMINISTRATION

### A. The Seniority Board

Sec. 1. The Seniority Board shall be composed of 3 members to be selected by Local Union No. 110, IBEW, 3 members to be selected by the St. Paul Chapter, NECA, and a neutral member to be selected by the six members so appointed. In the event the six members are unable to agree upon the selection of a neutral member within 60 days after a vacancy should occur, either of the parties hereto may serve notice on the other of their desire to have such neutral member appointed by the Senior Judge of the Ramsey County District Court and the Board shall be required to make such request of said judge. Members shall serve until replaced by the parties making the appointment. Hereafter the Seniority Board shall be referred to as the "Board."

Sec. 2. Members of the Board, except the neutral member, shall serve without compensation, and all costs in connection with the operation of the seniority system and compensation for the administrator shall be paid by the Industry Board.

Sec. 3. The Board shall elect a chairman from among its members, and the administrator shall act as its secretary.

Sec. 4. The Board shall meet at the call of its chairman or by the request of three of its members.

Sec. 5. A quorum shall consist of a majority of its members, and in the event either the union or the chapter fail to have three members at a meeting, either as the case may be, shall nevertheless be authorized to cast three votes.

Sec. 6. The Board shall supervise the operation of the seniority system through an administrator who shall be appointed by the Board. The administrator shall not be a member of the Board, and he may in certain instances delegate his authority to other members of his staff.

### B. The Administrator

Sec. 1. The administrator's duties shall include but not be limited to:

(a) Preparing and maintaining a list of all participating employers. Participating employers shall be all employers who operated under this agreement whether they are members of the chapter, have signed separate agreements with the union or operate under this agreement by precedent and practice, and shall likewise apply to all individual employers and their employees who by custom and usage recognize said bargaining agency or operate under the principal agreement with respect to wages and working conditions, but shall not supersede seniority or civil service systems of established record which may involve some employee or employees covered by this seniority system.

(b) Prepare and maintain a seniority list for the following classifications: Journeymen wiremen, Journeymen linemen, Journeymen shopmen and Groundmen and any other classification deemed necessary by the Board on the following basis:

(1) Of all employees who have acquired seniority in above classifications.

(2) Of all probationary employees as well as of applicants who desire employment in the above classifications.

(c) Examine into the qualifications of applicants for employment in the above classifications.

(d) Make available to the Board members a report

of all his activities in connection with the operation of the seniority system.

### **C. Manner of Establishing Seniority**

Sec. 1. Employees shall not establish seniority in any classification during the first 1800 hours with participating employers, but shall during that period be considered probationary employees. (A period of probation is established to allow for the proper determination of whether or not the employee possesses the skills and efficiencies essential to completely perform the work of his classification.)

Sec. 2. A probationary employee shall establish seniority after he:

- (a) Possesses a State license for the classification in which he desires to establish seniority.
- (b) Has worked for participating employers at least 1800 hours after possessing the necessary license.
- (c) Presents to the Board written evidence from his previous employers that he is qualified to perform the types of work required of employees of his classification.
- (d) The examining committee has certified that the applicant has satisfactorily passed the examining committee examination.
- (e) The 1800 hours above referred to need not be consecutive provided the period of interruption was beyond the control of the applicant and if he has complied with the provisions of Section 8 of paragraph E. If the applicant voluntarily quits or fails to comply with the provisions of section 8 of paragraph E and is subsequently reemployed, his probationary period shall start with his last date of reemployment. If an applicant has not worked within a period of 1 year from the last date of his last employment, regardless of the reason for his last separation, his probationary period when reemployed shall start with his date of reemployment.

After having qualified as above, the Board shall establish an industry seniority date as of the date the applicant passed the examination of the Seniority Board or completed the 1800 hours, whichever is later.

Sec. 3. Apprentices shall be handled in accordance with the rules of the Apprenticeship Committee as provided elsewhere in this agreement, and when such apprentice has completed his training and is certified by the Apprenticeship Committee as a journeyman, he shall then be placed on the seniority list after passing the Board examination as of the first

date of employment as an apprentice, except that such "first date" shall in no event be more than 3 years prior to his certification by the committee as a qualified journeyman.

Sec. 4. Employees employed by an employer not operating under this agreement who continue in the employ of that employer when and if the employer commences to operate under this agreement, shall have his seniority established as of the first date of employment with that employer, provided that he has had 1 year of employment with the employer in the classification and after his qualifications have been determined by the Board.

Sec. 5. Electricians working for a contractor whose shop is in a state other than Minnesota, but covered by Local Union No. 110 wage area, shall be required to pass the seniority board examination and the State examination of such State where the contractor is located if such State has a licensing law. However, if such State where the contractor's shop is located does not have a licensing law, then the employee shall, in addition to passing the Board's examination, be required to pass the more comprehensive State of Minnesota examination, but such employee upon passing the State of Minnesota journeyman's examination shall not be required to maintain a Minnesota license to hold seniority and work in his home State. In order to exercise his seniority on work in Minnesota, the employee must at that time possess a Minnesota state license.

Sec. 6. Employees who have secured seniority rights will, as a condition of maintaining such seniority, keep their state license current for the classification in which they have established seniority. Any employee with seniority rights whose state license is not current shall be notified in writing that unless such license becomes current within 30 days after receipt of such notification, his seniority will be cancelled.

### **D. Layoffs**

Sec. 1. Layoffs shall be made in the following manner:

(a) Employees within a particular classification who have not established industry seniority hereunder shall be the first laid off by an individual employer.

(b) Employees within a particular classification who have established industry seniority, but who have not worked 1500 hours for the particular employer immediately preceding the date of such layoff, shall be laid off in the inverse order of their employment for that particular employer.

(c) Employees within a particular classification who have industry seniority and have worked at least 1500 hours for a particular employer shall be the next laid off according to their industry seniority; i.e., the employee with the least industry seniority shall be laid off first.

The 1500 hours referred to above shall be consecutive except in the following instances: an employee shall be permitted to accumulate such hours with a certain employer provided all the following conditions are fulfilled:

- (1) The reason for leaving that employer was beyond his control and only because of a layoff;
- (2) He has not worked for more than one other employer between the time of his layoff and his reemployment by the employer to whom he is returning;
- (3) He has not, after such layoff, worked 1500 hours for another employer and established his industry seniority in that other shop.

Sec. 2. Foremen or general foremen who have attained industry seniority and who are working as such on the date of layoff shall not be subject to these layoff rules.

Sec. 3. Properly designated union stewards who are assuming the responsibilities of a steward on the date of layoff in a particular shop shall not be subject to these layoff rules. Proper notification to each employer and the administrator shall be given by the local union for each employee appointed as a steward and there shall not be more than one such designated steward for each employer, except that on any one job employing 25 or more employees an additional steward may be designated and not subject to these layoff rules.

Sec. 4. A temporary layoff not to exceed 2 consecutive working days may be made without terminating such employee. Such temporary layoff may be extended to 5 days with permission of the administrator providing no probationary employee is securing full time employment in the shop involved and providing no work is available in other shops.

Sec. 5. When an employee is terminated for any reason whatsoever, he shall be given a separation notice at the time of such termination, with the reason for the termination noted thereon. Copies of such separation notice shall be mailed by the employer the same day issued to the Seniority Board and the local union.

When an employee is terminated for any reason (except when an employee voluntarily quits), the

employer shall either present to him or mail within 24 hours from time of such termination his final check for all wages due. In the event of an employee quitting voluntarily, the employer may present to him or mail his final check on the next regular pay day.

Any employee unemployed for 5 consecutive work days shall be considered as unemployed and must be terminated by the employer. Time off for sickness or vacation shall not be considered full-time unemployment as referred to above, and in case of absence of an employee from work due to illness or an on the job accident, such employee shall not be terminated and shall not be removed from the individual employer's posted seniority list, unless his termination because of lack of work is made necessary by the regular layoff rules as provided in Paragraph D, Section 1.

In the event the employer fails to provide separation notice to the employee and forward copies to the Seniority Board and the local union at the time of separation, he shall be required to pay regular wages to the employee if his failure to provide such notice results in loss of time by the employee. In the event the employee suffers no loss of time by the failure of the employer to provide notice as outlined above, the employer shall be required to contribute to the Apprenticeship and Training Fund \$10 per day not to exceed 30 days for each day subsequent to the separation of the employee until such separation notice has been sent to each one of the required parties named above.

Sec. 6. All employers shall be required to give 6½ hours' notice, or pay in lieu thereof, when an employee is to be laid off.

Sec. 7. An employee upon being laid off shall be required to notify the Administrator of such layoff and whether or not he is available for employment.

Sec. 8. Employees discharged for just cause, and such cause having been substantiated by the Board after investigation, shall be disciplined in any manner prescribed by the Board. The Board may after proper hearings remove the name of such employees from the seniority list, provided the violation or offense warrants such penalty. In such event, if such employees are again employed, they shall start their employment as probationary employees. This section is expressly intended to permit the Board to assess whatever fair penalties are warranted by the individual circumstances of each case and is not intended to require mandatory removal from the seniority list in every case.

Sec. 9. Any employee laid off in violation of

these rules shall be entitled to reinstatement and compensation for wages lost because of improper layoff, if so determined by the Board after investigation.

Sec. 10. In the event that the Seniority Board declares an emergency to exist (such as the stoppage of work on a specific job), the particular employer whose employees are affected shall, after 1 week of such emergency, be required to give job preference in his shop to employees who have seniority rights on any work being performed by probationary or temporary employees.

If, after 1 week of such emergency, temporary or probationary employees are employed by any employer where work is progressing, and employees with seniority rights are out of work due to the emergency, then such employee with seniority rights who is not being provided with work by his regular employer with whom he holds seniority rights shall be assigned in accordance with his seniority in the particular classification to replace such temporary or probationary employees, if he is capable of doing the work involved.

In such case, the employee with the seniority rights who replaces the temporary or probationary employee shall be considered on a temporary loan basis from his regular employer and shall return to that regular employer when work is available and shall not suffer any interruption of seniority rights with his regular employer.

An employee, whether temporary, probationary or with seniority rights, who is required to remain away from work more than the 5 days referred to in the seniority addendum and for whom no work can be found, shall not be terminated by his regular employer but shall remain on such employer's payroll so that when the emergency is ended and work is available, he will automatically assume his regular work duties without having had any termination notice or interruption of his seniority during the emergency.

## E. Employment

Sec. 1. Employers shall make known to the administrator their employment requirements, specifying the nature of the work and the classification of employees required.

Sec. 2. An employer who after calling the administrator for employees, and before his request is filled, finds through reasons such as a change in the progress of the job, or the use of his own work force that he does not need any or all of the employees requested, should notify the administrator at once to cancel or reduce his request as the case may be. Otherwise, in the absence of such notification, an

employee who accepts such a job and who reports properly to the employer for work shall be entitled to the minimum pay specified in this agreement for so reporting.

Sec. 3. Such requirements shall be filled first by those on the seniority list who are available for employment in the order of their seniority.

Sec. 4. Each employer severing a probationary employee from his employment shall, at the time of such severance, submit to the administrator of the seniority system, a written appraisal of the qualifications to perform the types of work to which he was assigned by the employer. Such written appraisals shall be used by the administrator when furnishing names of probationary employees to a prospective employer to determine the qualifications of probationary employees.

Sec. 5. Employees who have established seniority rights may apply to the Board for a leave of absence specifying the length of such desired leave and the reason for such request. Any leave granted shall not protect seniority with any particular employer.

When the Board grants leave of absence, they shall do so under the following rules:

- (a) The leave must be in the interest of the electrical construction industry in the area covered by this agreement.
- (b) The request must be submitted prior to the date on which the employee terminates his employment under this agreement.

If request is for a temporary leave of absence for a short duration from present employer for extended vacation, recuperation from illness, or personal business (not quitting for another job), written approval of employer must be submitted with request for such temporary leave of absence.

- (c) If request for leave is granted, the following shall prevail:

When an employee returns to work for a participating employer, such total time as he has been on leave of absence shall be deducted and his industry seniority date adjusted accordingly unless such leave had been granted for illness or an extended vacation.

## POLICY to be established:

It is understood that the above clause shall not have a retroactive effect on those who were granted a leave of absence prior to its adoption on May 1, 1962, but employees on leave of absence on the date of its adoption shall have this provision apply from May 1, 1962, i.e., no

deduction shall be made from the seniority of any employee for time which he may have been on leave prior to adoption of this section, but all of its provisions shall apply to such employee for all time on leave after May 1, 1962.

- (d) Employees on leave of absence cannot exercise their seniority rights during such leave unless permitted to do so by the Board.

Sec. 6. Any employee elected or appointed to a position in the local union or the international union of the IBEW, the chapter, or the National Electrical Contractors Association, and/or the Electrical Industry Board of St. Paul shall be entitled to a leave of absence and during such leave, such employee shall continue to accumulate his seniority.

Sec. 7. An employee who has established seniority shall conform to the following rules upon being terminated:

- (a) He shall report to the administrator within 5 days from the date of his last separation.
- (b) He shall accept assignment within his classification (provided the work is of reasonable duration) within 30 days from the date of his most recent separation, or shall have been during that 30 days granted a leave of absence by the Seniority Board.
- (c) Upon failure of an employee to report within 5 days from the last date of separation to the administrator, the administrator shall notify such employee, by registered letter, that he shall make himself available for assignment within 30 days or secure a leave of absence as provided herein, or show cause at the next meeting of the Seniority Board why his name shall not be removed from the industry seniority list.
- (d) Failure of an employee to show such cause or fail to attend the Board's meeting after such notice shall constitute reason for removal by the Board from the industry seniority list.

Sec. 8. An employee who has not established seniority shall conform to the following rules upon being terminated:

- (a) He shall report to the administrator within 5 days from the date of his last separation.
- (b) He shall accept assignment within his classification (provided the work is of reasonable duration) within 30 days from the date of his most recent separation or shall show just cause in writing for not making himself available for assignment.

(c) Upon failure of the employee to report within 5 days from the last date of separation to the administrator or to make himself available for assignment within 30 days, the Board shall consider his service interrupted and his work record shall indicate such interruption of service as due to his failure to comply with (a) or (b) of this section.

Sec. 9. Should there be no qualified employee with seniority rights available on the unemployed list to fill the opening, the administrator shall assist the employer to secure a suitable employee for the opening by furnishing the employer with the names of those unemployed on the probationary list who the Board believes to be sufficiently qualified to perform the available work or by furnishing the employer with names of others who, in seeking employment, have come to the attention of the administrator.

Sec. 10. The administrator shall maintain lists showing the placement of employees in the industry on the various seniority lists for which such employees have qualified. In addition, the administrator shall maintain lists of employees on the probationary list. An employee entitled to be placed on a seniority list must be qualified as certified by the Board. The initial lists herein described shall be set up and determined by the Board based upon the qualifications, experience and seniority of the present employees in the industry; however, once the afore-described lists have been established, all new additions shall be based upon the following prerequisites:

(a) The Board shall arrange for appropriate examinations to be given to all new applicants who desire to be placed upon the seniority list. Such applicants must have the proper State license before being eligible to take such examinations.

The Board may give further examinations from time to time to test the qualifications and competency of employees desiring to attain positions on the seniority lists other than the ones to which they have been certified. Failure to attain a passing grade in such examinations shall not disqualify an employee in the industry from taking a further examination except that, at the discretion of the Board, a certain reasonable waiting period may be required before further examination can be taken by an employee, provided, however, there shall be no discrimination between applicants in this regard.

An applicant who has failed the examination twice, shall furnish proof to the Board of qualifying himself further (i.e., by attendance at related training classes at Dunwoody, St. Paul Technical Vocational Institute or I.C.S. course, etc.) before being approved to take the examination again.

Examinations shall be written and graded on a standard system, but in addition to written examinations the Board may, at its discretion, conduct oral interviews provided oral interviews are required of applicants on an equitable uniform and comparable basis.

In order to become a probationary employee, a new applicant must have successfully passed an examination by the Board and such period of probation shall exist as is herein specified, or as is determined by the Board uniformly from time to time.

Employees may be placed by the Board on provisional or temporary employee lists providing the Board has been furnished by the employee with the appropriate information showing his experience, his training and his qualifications to perform work in the industry, but such provisional or temporary employee shall not accumulate any seniority whatsoever until he has successfully passed the examinations required by the Board as herein provided.

(b) The Board shall be authorized to delegate its authority to an Examining Board for the purpose of conducting examinations. In the event the Board delegates its authority to conduct examinations to an Examining Board, at least one-half of the members of the Examining Board shall be selected from employers of employees covered by this seniority system. All actions and decisions of the Examining Board or challenges to examinations or grades shall be subject to review by the Seniority Board, and the decisions of the Seniority Board shall be final and binding upon all persons covered by this seniority system. All appeals to the Seniority Board shall be in writing and shall be governed by the rules and regulations established by the Seniority Board covering such procedure.

Sec. 11. Any employee may resign his employment with any employer after giving such employer 3 work days' notice and shall be reassigned from the unemployed list in accordance with the rules provided herein. In the event the 3 days' notice is not given, the employee shall not be eligible for assignment by the administrator for a period of 10 working days. The administrator may, upon request of the employee, arrange with the employer, if agreeable to the employer, to shorten the 3 days' notice provided herein. If an employee has quit an employer, such employer need not accept reassignment by the administrator of such employee during the next 12 months.

Sec. 12. An employee who accepts an assignment from the administrator and fails to report for work at the assigned date and hour, or who fails to notify the administrator within 2 hours after he is to report for

work, in accordance with his understanding with the administrator's office, need not be provided with work by the employer, nor shall he receive reporting time if no work is provided. Such employee who has failed to so report, when next notifying the administrator that he wishes to be assigned to work, shall forfeit being considered for placement during the next 3 work days (Saturday, Sunday and holidays excluded) following such notification. For additional failures to report after accepting assignment, the number of days may be increased by the Board or its duly delegated representatives.

Sec. 13. The administrator is authorized to assign employees on the seniority list to replace anyone within the same classification who has not established seniority as follows:

The administrator shall furnish the employee with seniority, who is unemployed, with proper credentials to be submitted to the employer of the employee most recently employed who has no seniority rights, providing the employee with seniority rights is qualified to do the work of the employee who he is to replace.

Sec. 14. (a) If an employee with seniority rights starts his employment for an individual employer and works for 1500 hours for that employer, his seniority date for that employer shall be considered his "industry seniority" date for future layoffs by that employer.

(b) An employer or any interested employee of his may petition the board for the suspension of the requirements of Section (14) (a) because of unusual circumstances of hiring not conforming to the employer's past practices of hiring, but such petition must be based upon the fact that the employer's contemplated hiring would jeopardize the seniority of his present employees of more than two years' seniority in his shop, and that such hiring would necessitate the addition of at least 50 percent more employees than his regular number of employees. Such petitions shall not be entertained by the Board where the employer contemplates hiring less than 3 additional employees.

(c) An interested employer must petition the Board at least 10 days before the contemplated hiring, and an interested employee must petition within 10 days after such hiring in order to confer jurisdiction on the Board to handle the petition. The Board must make its decision within 10 days after the filing of such petition unless the petitioner grants the Board additional time within which to make its investigation and decision.

Sec. 15. An employer who desires a foreman or

general foreman, and who cannot recruit such foreman or general foreman from his own employees, shall request the assistance of the administrator to secure such foreman or general foreman. The administrator may offer such employment as foreman or general foreman to any other employee of a lesser classification with seniority rights, and such employee, if he so desires, shall be assigned by the administrator to the new employer.

Sec. 16. In the event the administrator is unable to fill from the unemployed seniority list a request for a specialized employee such as a cable splicer or lineman, or other classifications due to specialized work, arrangements may be made through the administrator to borrow such employee from another participating employer. The assignment of the specialized employee to such employer must be agreeable to the employee and the loaning employer. Upon the completion of the specialized work, the employee may, after due notice is given the administrator, return to the loaning employer without interruption of his seniority rights.

Sec. 17. The administrator shall submit to the Board any case wherein it appears that an employee has knowingly accepted through the administrator's office a position calling for a given type of skill which the employee does not possess. The Board shall be empowered to investigate any such case, and in the event fraud or subterfuge or misrepresentation of ability is proven, the Board shall be empowered to take disciplinary action.

Sec. 18. Any employer found guilty of having arranged with an employee to quit employment with another employer in order to secure such employee for himself shall have such employee removed from his employment, and such employee shall not be eligible for employment with that employer for a period of 2 years following such removal. Such violation shall likewise be referred to the Board for investigation and appropriate action.

Sec. 19. In the event an employer hires an employee with seniority rights or a probationary employee without proper assignment through the administrator, the employer and employee shall be in violation of this agreement. Upon notification by the administrator, the employer shall immediately remove such employee from his employment, and the employee shall thereafter be ineligible for employment by that employer for a period of 6 months following such removal.

Sec. 20. An employee working for an employer on work covered hereunder, who is sent by that employer to perform electrical construction work out-

side of the area covered by this agreement, and who remains continuously in such employment of that employer, may on his return be assigned by that employer to work covered hereunder without reporting to the administrator as being out of employment, providing at that time there are no employees with greater seniority on the unemployed seniority list who were former employees of that employer during the period of such employee's absence from the territorial jurisdiction covered by this agreement.

## F. Joint Ventures

A joint venture shall be considered as an individual employer with all rules as applicable herein as applied to the individual participating employer.

## G. Grievances

Sec. 1. All grievances or complaints which may arise concerning the interpretation and application of seniority shall be handled in the following manner:

- (a) Grievances must be submitted in writing in the first instance by the manager of the chapter or the local union, as the case may be, to the other manager, and sufficient time elapse for the two managers to have made a reasonable attempt to settle the grievance.
- (b) In the event the managers are unable to settle the grievance either or both may submit the grievance to the Seniority Board in writing, citing the specific provision of the seniority addendum which they contend has been violated, or under which the grievance is to be processed.
- (c) When the grievance is submitted in writing to the Board, a copy of that submission shall be submitted to the other manager not less than 5 days prior to the next meeting of the Board.
- (d) Together with the submission of the grievance to the Board, the submitting party shall submit copies of the original grievance, as filed with the other manager, together with information as to the dates and results of meetings held in their attempt to settle the grievance.

## H. Employer Seniority Lists

Each participating employer shall maintain an up-to-date seniority list accessible to his employees during working hours, and each union steward shall be given a copy of such list.

## **I. Employee's Address**

It shall be incumbent upon each employee to see that the office of the administrator is kept fully acquainted with up-to-date information regarding his address and telephone number.

## **J. Discharge**

Nothing contained herein is intended to abridge the right of the employer to discharge an employee for just cause.

## **K. Loss of Seniority**

The Board shall review the seniority list annually, and any employee on that list who it is determined has left the industry may be removed from the seniority list. No employee, however, except as provided hereinafter, shall be removed from the seniority list until he has been provided with a notice for a hearing before the Board, which notice shall be by registered letter to the employee's last known address.

Employees who secure a master's license will be removed from the seniority list 30 days after being sent a written notice from the administrator to that effect.

Seniority shall be automatically cancelled and removal from the seniority list shall not require action by the Board, for:

1. Employees who fail to appear at the hearing mentioned above without reasonable excuse.
2. Any employee who becomes an electrical contractor.
3. Employees who have attained the age of 65.
4. Employees who own a financial interest in any electrical contracting company or are officers of such company.

## **L. Nondiscrimination**

Notwithstanding any provisions of this addendum, it shall be expressly understood and agreed that without regard to race, creed, color, national origin, or physical handicaps (except to the extent that such physical handicaps affect the qualifications for any type or regular work of a journeyman electrician), and/or union membership or lack of such membership, all applicants for employment who have been certified by the Board or its administrator shall be referred for employment.

Based upon the provision herein, an applicant referred to an employer in the industry may be rejected by the requesting employer provided the employee is over 65 years of age or provided the employee does not have the necessary license for the class of work for which he has been referred, or provided further that the reporting employee has

previously been discharged for cause. In the event of rejection for the above stated reasons, the employer shall not be required to pay reporting time as referred to elsewhere in this agreement.

## **M. Purpose**

The Seniority Board shall be authorized to adopt uniform forms and applications to be completed by employers and employees covered by this seniority system and shall be further authorized to promulgate such rules and regulations covering procedures, proceedings, appeals and matters of administration as from time to time become necessary in the operation of this seniority system. This seniority system is not intended to confer a vested right in any employee but shall be construed so as to enable the Seniority Board to make changes and amendments in the operation of this seniority system, regardless of whether or not such changes or amendments affect seniority rights of employees existing at the time of such change or amendment, as it is the intention of the parties to maintain as far as possible an ample and adequate supply of fully trained employees and skilled craftsmen from which employers in the electrical industry can secure skilled help readily and inexpensively in the interest of the public, employers, employees and persons interested in securing a livelihood in the electrical industry.

## **N. Expiration**

The parties to this agreement shall not be required to maintain this seniority system beyond the period covered by the construction agreement, or such other periods as may be agreed upon by the parties hereto, and shall be authorized to terminate or dissolve such seniority system at any time by mutual agreement.

**From the agreement between The Kroger Company, Dallas Division, and the Retail Clerks International Association  
(expiration date: March 1973)**

C. Seniority shall be considered broken if an employee is duly discharged by the employer, if he voluntarily quits, if he has been laid off continuously for a period of more than 6 months or if he is called back to work after a layoff and does not report for work within 1 week.

D. Employees will be employed on a trial basis for the first 30 days and shall not accumulate seniority for this period. However, if said employee is retained following the 30 days trial period, his seniority will revert to the last date of hire. Employees discharged during the trial period shall not have recourse through any other provision of this Agreement.



E. Seniority for full-time employees shall be on a store, zone and division (portion of division covered by this agreement) basis as follows: Full-time all duty clerk, full-time checker-light duty clerk and full-time utility clerk.

F. Seniority for part-time employees shall be on a store basis as follows: Part-time all duty clerk, part-time checker-light duty clerk and part-time utility clerk.

G. Full-time employees shall be those employees who normally work 40 or more hours per week or are hired for full-time work. Part-time employees shall be those employees who normally work less than 40 hours per week. "Normally worked" shall mean the average number of hours worked in a 12 consecutive week period.

H. Agreed upon seniority lists shall be maintained and such lists shall be available to the union at all times. . . .

J-1. Seniority date shall be the employee's last date of hire in this bargaining unit. If an employee is changed from part-time to full-time, his full-time seniority date shall be the date changed to full-time. If he involuntarily moves from full-time to part-time, he will retain his full-time date on the part-time list. If he requests a transfer from full-time to part-time, his seniority date on the part-time list shall be the date of transfer.

J-2. If a part-time employee transfers from one store to another store in the same zone at the employer's request, he will take his seniority date to the new store. If he transfers at his request, his seniority date will be the date that he transfers to the new store.

**From the agreement between Westinghouse Electric Corporation, Sunnyvale, California, and the International Association of Machinists and Aerospace Workers**  
(expiration date: June 1973)

## SECTION V

### Seniority

A. For the purpose of this agreement, seniority shall be defined as the period of continuous employment which the employe has accumulated. Continuous employment is defined as that period of unbroken service with the company at the

Sunnyvale plant, including service with Joshua Hendy Iron Works, and including time spent on any of the following:

1. Furlough
2. Leave of absence (including military leave).
3. Disability
4. Vacation (Except vacation not taken and paid for at time of separation.)

B. An employe within the plant transferred into the bargaining unit from another job shall be given seniority credit, as defined in Paragraph A, after having completed 6 months' continuous employment in the bargaining unit described in Section I. During the 6-month period, such employe shall have seniority equal only to the actual time spent in the bargaining unit.

C. An employe transferred out of the bargaining unit to another job in the Sunnyvale plant shall retain his seniority as of the date of transfer for a period of 6 months only. If such employe is returned to the bargaining unit within such six-month period, he will be placed on a job which he can acceptably perform to which his seniority at time of transfer out would have entitled him. Six months following his return to the bargaining unit covered by this agreement, his seniority date will be corrected to credit him with the period of time away from this bargaining unit.

D. Each newly-hired employe shall be considered as being on probation until the completion of 3 months' employment.

E. An up-to-date seniority record will be maintained by the company at all times, and shall be available to the union in the company's employment office for review at any time.

F. 1. It is agreed that certain employes in the bargaining unit may be exempted from the above provisions of reduction in force for the purpose of maintaining an effective organization. The selection of such employes will be a subject of collective bargaining between the company and the union. The company will furnish the union with a list of employes to be retained. The list shall at no time exceed 2 per cent of the employes represented by the bargaining unit.

F. 2. Upon the official request from the union in writing, an elected shop steward or chief steward shall be given seniority preference during a layoff. Such seniority preference will be given in the section, department or the plant, depending upon the area for which he is acting as steward. Department stewards will not normally be transferred from one shift to another (day shift, swing

shift and graveyard shift) unless such transfers are warranted by changes in the work load. Shift transfers of department stewards will be the subject of discussion between the company and the union before being made effective.

G. Any person rehired who is not on the inactive seniority roll shall have as his seniority date, his date of rehire. To establish a new seniority date for an employe rehired from the inactive seniority roll, his total seniority credit in years, months and days in force at the effective date of separation from the active seniority roll shall be subtracted from the date of re-employment. In effect, this gives the employe seniority credit for past service and does not give him seniority credit for time away from work. For example, an employe originally hired on March 7, 1947, laid off due to lack of work on May 9, 1948 and re-employed July 8, 1948, would have a new seniority date, after re-hire, of May 7, 1947, calculated as follows:

	Yr.	Mo.	Day	
	48	5	9	(Date of layoff)
Subtract	47	3	7	(Original employment)
	1	2	2	(Seniority credit at time of layoff)
	48	7	8	(Date of rehire)
Subtract	1	2	2	(Seniority credit)
	47	5	6	(or 5-6-47 New Seniority date)

H. When layoffs due to decreasing of work force are necessary, the department steward and the employes selected shall be advised of the reasons at least 3 working days before such layoff becomes effective. Employes selected for layoff shall be given 3 days' notice or 3 days' pay if work is not provided except as provided under Section XIV—Leave of Absence.

I. When downgrading of supervisors becomes necessary due to lack of work or decreasing force, the union will not oppose the transfer of such former supervisors to the bargaining unit, provided that at the time of promotion the supervisor was working on a job which is included in the bargaining unit at the time of such return. Seniority credit for such employes will include the time spent as a supervisor at the Sunnysvale plant.

#### J. Inactive Seniority List

Employes separated from the active roll after completion of their probationary period will be carried on the inactive seniority list except under the following conditions:

1. When an employe is released, discharged or

voluntarily quits. The term "voluntary quit" is understood to include unreported absence of 5 working days. However, if an employe can establish that it was impossible to report such absence, seniority will be reinstated upon return to work.

2. When an employe who has been laid off does not report within 5 working days after being called back to work.

a. The name of the employe will be restored to the list of former employes having seniority status, if he is able to prove that he had not received the notice within the 5 working day period and he has attempted at the earliest reasonable date to contact the employment department.

3. When an employe is not recalled within 18 months after layoff.

From the agreement between Republic Steel Corporation and United Steelworkers of America (expiration date: August 1974)

### ARTICLE 10—SENIORITY

\* \* \*

#### SECTION 3—CONTINUOUS SERVICE RECORD

The continuous service record of any employe shall be determined as follows:

- (a) Each present employe shall have such continuous service record as is shown on the employment records of the company for such employe, and he shall accumulate additional continuous service in accordance with subparagraph (c) below, until his continuous service record shall be broken in which event his continuous service record shall end and be cancelled. All continuous service dates posted pursuant to Section 3 of Article 11—Seniority—of the April 30, 1947 agreement and about which no grievance was filed as therein provided shall continue to be conclusively considered as correct.
- (b) Each new employe and each person rehired after the cancellation of his continuous service record shall accumulate continuous service from the date of such hiring or rehiring, as the case may be, in accordance with subparagraph (c) below, until his continuous service record is broken, in which event his continuous service record shall end and be cancelled.
- (c) The rules for determining a break in a continuous service record, which were first adopted at each

separate unit on the date of its first labor agreement and as subsequently amended in the respective labor agreements since that time, and which shall have no application at each separate unit prior to that respective time, shall continue to be used to determine the occurrence of a break in a continuous service record prior to August 1, 1968. From August 1, 1968, forward, the following rules shall be used to determine a break in a continuous service record:

- (1) Voluntarily quitting the service;
- (2) Discharge from the service, provided that if the employee is rehired within 6 months the break in continuous service shall be removed;
- (3) Termination in accordance with Article 14—Severance Allowance;
- (4) Absence in excess of 2 years, except as provided in subparagraph (5) below; or
- (5) Absence due either to layoff or physical disability, or both, which continues beyond the period specified in this subparagraph (c) (5). If an employee is absent because of layoff or nonoccupational physical disability, or both, in excess of 2 years, he shall continue to accumulate continuous service during such absence for an additional period equal to (i) 3 years, or (ii) the excess, if any, of his length of continuous service at commencement of such absence over 2 years, whichever is less. Any accumulation in excess of 2 years during such absence shall be counted, however, only for purposes of this Article Ten, including local agreements thereunder, and shall not be counted for any other purpose under this or any other agreement between the company and the international union. In order to avoid a break in service within the above period after an absence in excess of 2 years, an employee absent because of layoff or nonoccupational physical disability, or both, must report for work promptly upon termination of either cause, provided, in the case of layoff, the company has mailed a recall notice to the last address furnished to the company by the employee. An employee absent because of a compensable disability incurred during the course of employment shall accumulate continuous service, provided such person is returned to work within 30 calendar days after the end of the period for which he is unemployed and for which workmen's compensation is payable to him.

#### **SECTION 4—PROBATIONARY EMPLOYEES**

New employees and those hired after a break in

continuity of service will be regarded as probationary employees for the first 260 hours of actual work and will receive no continuous service credit during such period. Probationary employees may initiate complaints under this agreement but may be laid off or discharged as exclusively determined by management. Probationary employees continued in the service of the company subsequent to the first 260 hours of actual work shall receive full continuous service credit from date of original hiring.

#### **SECTION 5—INTERPLANT AND INTRAPLANT TRANSFERS**

It is recognized that conflicting seniority claims among employees may arise when plant or department facilities are created, expanded, added, merged, or discontinued, involving the possible transfer of employees. It is agreed that such claims are matters for which adjustment shall be sought between management and the appropriate grievance representatives or committees.

In the event the above procedure does not result in agreement, the international union and the company may work out such agreements as they deem appropriate irrespective of existing seniority agreements or may submit the matter to arbitration under such conditions, procedures, guides and stipulations as to which they may mutually agree.

\* \* \*

#### **SECTION 10—LEAVES FOR UNION BUSINESS**

Leaves of absence for the purpose of accepting positions with the international or local unions shall be available to a reasonable number of employees. Adequate notice of intent to apply for leave shall be afforded local plant management to enable proper provision to be made to fill the job to be vacated.

Leaves of absence shall be for a period not in excess of 1 year and may be renewed for a further period of 1 year.

Continuous service shall not be broken by the leave of absence but will continue to accrue.

#### **SECTION 11—CONTINUOUS SERVICE LISTS**

The company shall make available to the local union concerned lists showing the relative continuous service of each employee in each seniority unit. Such lists shall be revised by the company from time to time, as necessary, but at least every 6 months, to keep them reasonably up to date. Except as provided in Section 3 of this Article 10, the seniority rights of individual employees shall in no way be prejudiced by errors, inaccuracies, or omissions in such lists.

\* \* \*

G. Where new facilities replace facilities of more than one plant in the same general locality, appropriate representatives of the company and the international union shall meet in conjunction with the local parties for the purpose of seeking an agreement on manning consistent with the parties' mutual intent to facilitate efficient manning and preserve job security for longer-service employees. In such situations, company service may be considered in addition to plant service, department service, unit service, or job service.

\* \* \*

#### **ARTICLE 14—SEVERANCE ALLOWANCE**

\* \* \*

##### **SECTION 7—ELECTION CONCERNING LAYOFF STATUS**

Notwithstanding any other provision of this agreement an employee who would otherwise have been terminated in accordance with the applicable provisions of this agreement and under the circumstances specified in Section 1 of this Article 14 may, at such

time, elect to be placed on layoff status for 30 days or to continue on layoff status for an additional 30 days if he had already been on layoff status. At the end of such 30-day period he may elect to continue on layoff status or be terminated and receive severance allowance if he is eligible for any such allowance under the provisions of this Article 14 provided, however, if he elects to continue on layoff status after the 30-day period specified above and is unable to secure employment with the company within an additional 60-day period, at the conclusion of such additional 60-day period he may elect to be terminated and receive severance allowance if he is eligible for such allowance. Any supplemental unemployment benefit payment received by him for any period after the beginning of such 30-day period shall be deducted from any such severance allowance to which he would have been otherwise eligible at the beginning of such 30-day period.

##### **SECTION 8—PAYMENT OF ALLOWANCE**

Payment shall be made in a lump sum at the time of termination. Acceptance of severance allowance shall terminate employment and continuous service for all purposes under this agreement.

## Appendix B. Identification of Clauses

All unions are affiliated with the AFL-CIO except those designated as (Ind.).

<i>Clause Number</i>		<i>Expiration Date</i>
1	National Concrete and Building Products Agreement Laborers (LIUNA)	March 1973
2	American Can Co., Master Agreement Steelworkers (USA)	February 1974
3	HMW Industries, Inc. Watch Workers (AWWU) (Ind.)	June 1972
4	George A. Hormel & Co. Meat Cutters (MCBW)	Open end
5	Campbell Soup Co., Sacramento Teamsters (IBT) (Ind.)	April 1973
6	Hotel Employers Association of San Francisco Hotel (HREU)	June 1972
7	Checker and Yellow Cab Companies, Chicago Seafarers (SIU)	June 1974
8	United Aircraft Corp., Pratt and Whitney Aircraft Division, North Haven Plant Auto Workers (UAW) (Ind.)	May 1972
9	Hooker Chemical Corp., Niagara Falls Plant Niagara Hooker Employees Union (Ind.)	September 1972
10	Melville Shoe Corp., J.F. McElwain Division New Hampshire Shoe Workers Union of Manchester, Inc. (Ind.)	March 1973
11	St. Paul On-Sale Liquor Dealers Association Hotel (HREU)	November 1972
12	Fisher Controls Co., a Monsanto Co. subsidiary Auto Workers (UAW) (Ind.)	August 1972
13	Rohm and Haas Co. Glass and Ceramics (UGCW)	April 1974
14	Bob's Big Boy, Inc., a Marriott Corp., subsidiary Bob's Employees' Association (Ind.)	December 1974
15	Whirlpool Corp., St. Paul Division Teamsters (IBT) (Ind.)	July 1973
16	General American Transportation Corp. Steelworkers (USA)	September 1974
17	Todd Shipyards Corp., Los Angeles Division Marine and Shipbuilding (IUMSW)	July 1974
18	Arizona Public Service Company Electrical, Brotherhood (IBEW)	March 1972
19	Bell Aerospace Corp., Bell Helicopter Co. Division a Textron Inc. subsidiary Office and Clerical Employees Auto Workers (UAW) (Ind.)	July 1972
20	Montgomery Ward and Co., St. Paul, Minn. retail store Teamsters (IBT) (Ind.)	July 1974
21	Allied Employers Inc. (Western Farmers Association) Meat Cutters (MCBW)	April 1974

22	.Interco, Inc., International Shoe Division, Evansville Factory Boot and Shoe (BSW)	.September 1974
23	.Eltra Corp., National Agreement Auto Workers (UAW) (Ind.)	.February 1974
24	.E.R. Squibb and Sons, Inc., Institute for Medical Research, a Squibb Corp. subsidiary Oil, Chemical and Atomic Workers (OCAW)	.January 1973
25	.Rohr Industries, Inc., Chula Vista, California Machinists (IAM)	.November 1974
26	.American Motors Corp., Jeep Corp. Division Auto Workers (UAW) (Ind.)	.January 1974
27	.Mead Corporation, Chillecothe Mills Pulp (PSPMW)	.August 1973
28	.Union Camp Corp., Savannah Plant Papermakers (UPP) Pulp (PSPMW)	.April 1974
29	.Campbell Soup Co., Fayetteville, Ark. Meat Cutters (MCBW)	.September 1972
30	.National Cash Register Co. NCR Employees' Independent Union (Ind.)	.August 1971
31	.National Steel and Shipbuilding Co., a Morrison-Knudson Co. and Kaiser Industries Corp. subsidiary Ironworkers (BSOIW)	.September 1975
32	.Singer Co., Elizabeth Plant Electrical, International (IUE)	.November 1972
33	.Southwest Conference Area Agreement, Local Freight Forwarding Office Clerical Employees Supplement Teamsters (IBT) (Ind.)	.June 1973
34	.Oscar Mayer and Co., Inc., Davenport Plant Meat Cutters (MCBW)	.September 1973
35	.Kroger Company, Charleston, West Va. Meat Cutters (MCBW)	.October 1973
36	.United Parcel Service, Inc., New York and New Jersey Teamsters (IBT) (Ind.)	.June 1974
37	.Washington, D.C., Food Employers Labor Relations Assn. Meat Cutters (MCBW)	.September 1972
38	.Chesapeake and Potomac Telephone Co. of Maryland Maryland Telephone Union, Inc. (Ind.)	.July 1974
39	.General Telephone Co. of Illinois, Plant Department Electrical, Brotherhood (IBEW)	.October 1972
40	.Illinois Bell Telephone Co., Traffic Department Communications (CWA)	.July 1974
41	.Sunshine Biscuits, Inc., Sayreville, N.J. Bakery (BCW)	.June 1972
42	.I/A Meat Markets Agreement, Minneapolis Meat Cutters (MCBW)	.March 1974
43	.Globe Union, Inc. Allied Industrial (AIW)	.November 1972
44	.I/A Area Retail Meat Industry, Milwaukee Meat Cutters (MCBW)	.February 1972
45	.Carborundum Co., Electro Minerals Division Oil, Chemical and Atomic Workers (OCAW)	.July 1972
46	.First National Stores, Inc., Boston area Meat Cutters (MCBW)	.January 1974
47	.Mirro Aluminum Company Steelworkers (USA)	.July 1972

48	League of Voluntary Hospitals and Homes of New York Retail, Wholesale, and Department Store Union (RWDSU)	June 1972
49	TRW Inc., TRW Metals Division Metal Workers Alliance, Inc. (Ind.)	May 1972
50	Western Union Telegraph Co. National Agreement Telegraph Workers (UTW)	May 1973
51	Frozen Food Employers Assn., California Teamsters (IBT) (Ind.)	April 1973
52	Bates Manufacturing Co., Inc., Bates, Edwards and Hill Division Textile (TWUA)	April 1972
53	Holly Sugar Corp. Grain Millers (AFGM)	April 1972
54	General Telephone Co. of California Communications (CWA)	February 1972
55	Union Carbide Corp., Chemicals and Plastics Division, Bound Brook, New Jersey Plant Chemicals and Crafts Union (Ind.)	May 1972
56	Great Northern Nekoosa Corp., Nekoosa-Edwards Paper Co., Inc. Division, Port Edwards and Nekoosa Wis. Mills Machinists (IAM) Papermakers (UPP) Plumbers (PPF) Pulp Workers (PSPMW)	May 1973
57	Northeastern Ohio Food Industry Employers Meat Cutters (MCBW)	August 1974
58	Hughes Aircraft Co., Tucson Division Machinists (IAM)	October 1972
59	Narragansett Electric Co. Utility Workers of New England (UWNE) (Ind.)	March 1972
60	Prudential Insurance Co. of America Insurance Agents (LIA) (Ind.)	October 1972
61	Association of Guard and Patrol Agencies, Chicago Service (SEIU)	May 1972
62	Cudahy Co., Master Agreement Meat Cutters (MCBW)	August 1973
63	Brown Group, Inc. Boot and Shoe (BSW)	July 1972
64	Olin Corp., Energy Systems Division, Indiana Army Ammunition Plant Firemen and Oilers (IBFO) Chemical (ICW)	October 1972
65	Atlantic Richfield Co., California Oil, Chemical and Atomic Workers (OCAW)	December 1972
66	California Metal Trade Association, Foundry Division Molders (IMAW)	March 1973
67	Great Atlantic and Pacific Tea Co., Baltimore Unit Retail Clerks (RCIA)	August 1972
68	Food Fair Stores, Inc., Tampa Retail Clerks (RCIA)	July 1972
69	Warner and Swasey Co. Machinists (IAM)	December 1972
70	St. Joe Minerals Corp. Steelworkers (USA)	March 1972

71	.Rock Hill Printing and Finishing Company Textile (TWUA)	.April 1972
72	.Tree Fruits Labor Relations Committee, Inc., Yakima, Washington Teamsters (IBT) (Ind.)	.May 1974
73	.Pullman, Inc., Pullman-Standard Division Steelworkers (USA)	.September 1974
74	.GTE Sylvania, Inc. a General Telephone & Electronics Corp. subsidiary, Smithfield, N.C. Communications (CWA)	.December 1973
75	.Timex Corp., Little Rock Machinists (IAM)	.December 1973
76	.Pullman, Inc., Pullman-Standard Division Railway Carmen (BRC)	.May 1972
77	.Mason and Hanger—Silas Mason Co., Inc., Iowa Ammunition and Burlington Plants Machinists (IAM)	.September 1972
78	.I/A New England Supplemental Freight Agreement Teamsters (IBT) (Ind.)	.June 1973
79	.Houston Lighting and Power Co. Electrical, Brotherhood (IBEW)	.May 1972
80	.Celanese Corp., Celco Plant Textile, United (UTWA)	.June 1973
81	.Kimberly-Clark Corp., Neenah, Wis. Mill Papermakers (UPP) Pulp, (PSPMW)	.May 1972
82	.Armco Steel Corp., Middletown, Ohio Armco Employees Independent Federation (Ind.)	.July 1974
83	.Dow Chemical Co., Midland Division District 50, Allied and Technical (Ind.)	.March 1974
84	.Bendix Corp., Kansas City Division Machinists (IAM)	.August 1972
85	.Owens-Illinois, Inc., Toledo Libbey Products Plant Flint Glass (AFGW)	.September 1974
86	.Outboard Marine Corp., Gale Products Division Machinists (IAM)	.March 1974
87	.B.F. Goodrich Co. Rubber (URW)	.April 1973
88	.Timken Co., Canton, Ohio Steelworkers (USA)	.August 1974
89	.Central Foundry Co., Holt, Alabama Molders (IMAW)	.January 1974
90	.Northern Indiana Public Service Co. District 50, Allied and Technical (Ind.)	.May 1974
91	.Pacific Lighting Service Co., and Southern California Gas Co. Utility (UWU) Chemical (ICW)	.March 1974
92	.St. Regis Paper Co., Forest Products Group Carpenters (CJA)	.July 1972
93	.California Metal Trades Assn., East Bay Truck, Trailer and Body Division Machinists (IAM)	.August 1974
94	.Riegel Paper Corp., Pulp and Paperboard Division, Riegelwood Pulp (PSPMW)	.July 1973



95	.....	.United Parcel Service, Inc., Atlantic Area Agreement Teamsters (IBT) (Ind.)	.....	December 1973
96	.....	.I/A Bakeries, Greater New York Area Bakery (BCW)	.....	January 1974
97	.....	.Ice Cream and Frozen Dessert Companies, Illinois Teamsters (IBT) (Ind.)	.....	April 1973
98	.....	.Northern Illinois Ready Mix and Materials Assn. Teamsters (IBT) (Ind.)	.....	April 1972
99	.....	.Linton Food Services, Inc. Hotel (HREU)	.....	February 1972
100	.....	.Greyhound Corp., Greyhound Lines, Inc., National Council Transit Union (ATU)	.....	October 1971
101	.....	.Associated Milk Dealers, Inc., Chicago Metropolitan Area Teamsters (IBT) (Ind.)	.....	April 1974
102	.....	.Union Carbide Corp., Chemicals Division, Texas City Texas City Metal Trades Council	.....	June 1974
103	.....	.Chicago Rawhide Manufacturing Co., Elgin Division Meat Cutters, (MCBW)	.....	November 1973
104	.....	.Jones and Laughlin Steel Corp. Steelworkers (USA)	.....	August 1974
105	.....	.Standard Kollsman Industries, Inc., Kollsman Instrument Corp., Division Machinists (IAM)	.....	March 1973
106	.....	.American Can Co., Green Bay Mill Pulp (PSPMW) Papermakers (UPP)	.....	April 1973
107	.....	.White Motor Corp. Auto Workers (UAW) (Ind.)	.....	March 1974
108	.....	.Union Camp Co., Bleached Paper and Board Division, Pulp (PSPMW) Papermakers (UPP) Firemen and Oilers (IBFO)	.....	July 1974
109	.....	.Owens-Illinois, Inc., Consumer and Technical Products Division, Vineland, N.J. Flint Glass Workers (AFGW)	.....	October 1971
110	.....	.Aluminum Company of America, Cleveland Plant Auto Workers (UAW) (Ind.)	.....	June 1974
111	.....	.Consumer Power Co., Operating, Maintenance and Construction Employees Utility (UWU)	.....	September 1974
112	.....	.Harley-Davidson Motor Co., Inc., a Division of AMF, Inc. Allied Industrial (AIW)	.....	May 1972
113	.....	.Dunlop Tire and Rubber Corp., Buffalo Rubber (URW)	.....	June 1973
114	.....	.Hercules, Inc., Radford Army Ammunition Plant Oil, Chemical and Atomic Workers (OCAW)	.....	May 1974
115	.....	.International Nickel Company, Huntington Alloy Products Division, Huntington Works Steelworkers (USA)	.....	January 1973
116	.....	.Magee Carpet Company Textile (TWUA)	.....	March 1973
117	.....	.PPG Industries, Inc., Chemical Division Chemical (ICW)	.....	February 1972
118	.....	.Associated Producers and Packers, Inc., Seattle Teamsters (IBT) (Ind.)	.....	April 1973

119	Western States Area Automotive Shop and Truck Servicing Agreement Teamsters (IBT) (Ind.)	June 1973
120	G.W. Taylor Forge Inc., a Gulf and Western Industries, Inc. subsidiary Forge and Machine Workers Independent Union (Ind.)	April 1972
121	Northern California Ready Mix Concrete and Materials Assn. Teamsters (IBT) (Ind.)	May 1972
122	Western Electric Co., Omaha Works Electrical, Brotherhood (IBEW)	July 1974
123	Questor Corp., A.G. Spalding and Bros., Inc., Division Chicopee, Mass. Boilermakers (BBF)	August 1972
124	General Dynamics Corp., Electric Boat Division, Groton Marine Draftsmen's Assn. (Ind.)	June 1973
125	Great Atlantic and Pacific Tea Co., Paterson Unit Meat Cutters (MCBW)	August 1974
126	FMC Corporation, Northern Ordinance Division Auto Workers (UAW) (Ind.)	May 1974
127	Metropolitan Garage Board of Trade and Associated Members, New York City Teamsters (IBT) (Ind.)	February 1974
128	Louis Marx and Company, West Virginia Retail, Wholesale and Department Store Union (RWDSU)	June 1973
129	Carnation Company, Master Agreement Teamsters (IBT) (Ind.)	December 1974
130	Mansfield Tire and Rubber Company Rubber (URW)	May 1973
131	Swift and Company Meat Cutters (MCBW)	August 1973
132	St. Regis Paper Co., Bucksport Mill Papermakers (UPP) Pulp (PSPMW) Machinists (IAM) Electrical, Brotherhood (IBEW)	May 1972
133	Pet, Inc., Whitman's Chocolates Division, Philadelphia Bakery (BCW)	March 1974
134	Pennsylvania Power and Light Co. Employees Independent Assn. (Ind.)	May 1974
135	International Multifoods Co., Inc., Master Agreement Grain Millers (AFGM)	March 1972
136	Schwinn Bicycle Co. Schwinn Employees Shop Committee (Ind.)	December 1972
137	Todd Shipyards Corporation, Galveston Division Galveston Metal Trades Council	January 1972
138	Cleveland Food Industry Committee Retail Clerks (RCIA)	August 1974
139	Rochester Telephone Corp., Communications (CWA)	September 1974
140	Monsanto Co., John F. Queeny Plant Chemical (ICW) (Ind.)	April 1972
141	I/A Breweries of Detroit, Michigan Brewery (BFCSD)	March 1974
142	National Distillers and Chemical Corp., Bridgeport Brass Co., Division, Indianapolis Plant Steelworkers (USA)	November 1971

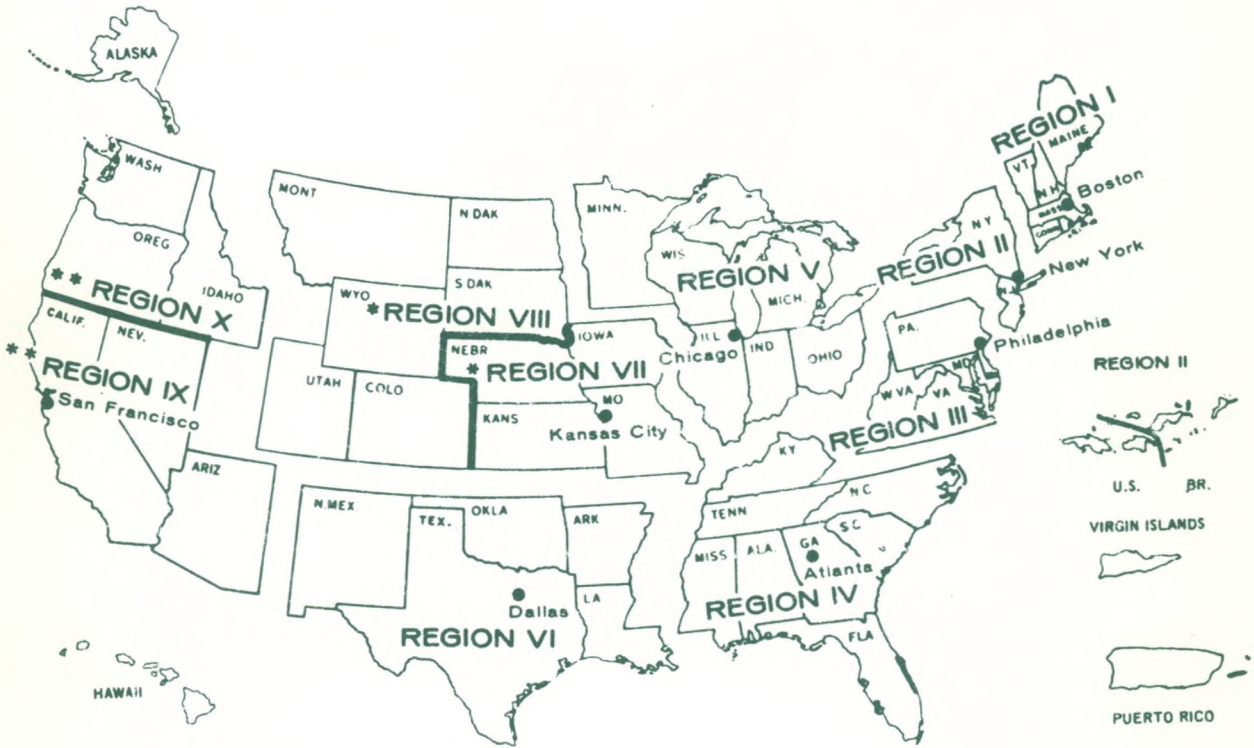
143	LaCledde Gas Co., St. Louis, Mo. Oil, Chemical, and Atomic Workers (OCAW)	July 1971
144	Dana Corp., Master Agreement Auto Workers (UAW) (Ind.)	December 1973
145	American Standard Inc., Louisville, Ky. 7 AFL-CIO Unions and Teamsters (IBT) (Ind.)	January 1972
146	American Greetings Corp. International Assn. of Greeting Card Workers (Ind.)	March 1973
147	New Jersey Bell Telephone Co., Organization of Vice President and Comptroller and General Departments Electrical, Brotherhood (IBEW)	July 1974
148	Munsingwear, Inc. Textile (TWUA)	February 1973
149	Clark Equipment Co., Transmission Division Allied Industrial (AIW)	April 1974
150	Upholstered Furniture Manufacturers' Assn. of Calif. Upholsterers' (UIU)	June 1973
151	All-Steel Equipment, Inc. Boilermakers (BBF)	March 1973
152	Ohio Contractors Association, Ohio Heavy-Highway State Agreement Teamsters (IBT) (Ind.)	April 1972
153	Chicago Meat Packers and Wholesalers Assn. Meatcutters (MCBW)	April 1973
154	Aluminum Company of America Steelworkers (USA)	May 1974
155	Eastern Cement Haulers Assn. Teamsters (IBT) (Ind.)	February 1974
156	Industrial Relations Council of Furniture Mfgs. in Southern California Carpenters (CJA)	June 1972
157	Textron Inc., Fafnir Bearing Co., Division Auto Workers (UAW) (Ind.)	April 1973
158	General Dynamics Corp., Electric Boat Div., Quincy Marine and Shipbuilders (IUMSW)	March 1974
159	Hiram Walker-Gooderham & Worts, Ltd., Hiram Walker & Sons, Inc. Distillery (DRWW)	December 1972
160	Food Employers Council, Inc., and Unaffiliated Grocery Companies, Southern California Teamsters (IBT) (Ind.)	September 1973
161	Rath Packing Company Meat Cutters (MCBW)	August 1972
162	Acme Cleveland Corp. Mechanics Educational Society (MESA)	September 1973
163	National Distillers Products Co., Division of National Distillers and Chemical Corp. Distillery (DRWW)	April 1972
164	Reliance Electric Co., Cleveland Electrical, International (IUE)	June 1972
165	Pittsburgh Forging Co., Greenville Steel Car Co., Division Auto Workers (UAW) (Ind.)	January 1973
166	Hammermill Paper Co., Thilmany Pulp and Paper Co. Division Papermakers (UPP) Pulp (PSPMW)	July 1972

167	.Iowa Beef Processors Inc., Hide Division Meat Cutters (MCBW)	April 1973
168	.Kennametal, Inc. Auto Workers (UAW) (Ind.)	June 1972
169	.AVCO Corp., Lycoming Division, Williamsport Auto Workers (UAW) (Ind.)	May 1974
170	.Sperry Rand Corp., Vickers Division, Omaha Plants Allied Industrial (AIW)	September 1973
171	.General Mills, Inc. Grain Millers (AFGM)	March 1972
172	.Essex Brewers' Labor Relations Assn., New Jersey Teamsters (IBT) (Ind.)	May 1973
173	.California Metal Trades Assn., Master Agreement Machinists (IAM)	March 1974
174	.Philip Morris Inc., Richmond Tobacco (TWIU)	January 1974
175	.Heil Company, Milwaukee Steelworkers (USA)	May 1972
176	.Sears, Roebuck and Co., Seattle Catalog Order Plant Teamsters (IBT) (Ind.)	July 1972
177	.South Central Bell Telephone Co., Interstate Communications (CWA)	July 1974
178	.E.I. Dupont de Nemours and Co., Waynesboro Plant, Textile Fibers Department United Workers, Inc., (Ind.)	April 1973
179	.Westinghouse Electric Corp. Electrical, United (UE) (Ind.)	June 1973
180	.Lockheed Aircraft Corp., Lockheed-California Division, Engineers and Scientists Guild (Ind.)	November 1971
181	.Dayton Tire and Rubber Co., a subsidiary of Firestone Tire & Rubber Co. Rubber (URW)	April 1974
182	.Studebaker Worthington Inc., Harrison Division Steelworkers (USA)	August 1971

Bulletins in the 1425 series on major collective bargaining agreements are available from the Superintendent of Documents, U.S. Government Printing Office, Washington D.C. 20402, or from the BLS regional offices listed on the inside back cover.

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