

A MEMORANDUM ON PROVISIONS IN  
UNION AGREEMENTS RELATING  
TO MILITARY SERVICE OF  
EMPLOYEES

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PROVISIONS IN UNION AGREEMENTS RELATING  
TO MILITARY SERVICE

Because of the fact that proposals for conscription and universal service were not seriously advanced in the United States until after the collapse and surrender of France, only a few union agreements, thirteen in fact, which have come to the attention of the Division of Industrial Relations, contain specific material relative to the status of employees in the event of their being called for training under a selective service act. A substantially larger number of agreements, but in any event only a fractional part of those that have been received by the Division, contain specific references to the status of employees called into the military service or volunteering during a period of actual wartime emergency.

It seems certain that most union agreements renewed or negotiated in the future will contain specific provisions relative to the status of employees called to the colors or volunteering whether or not a state of emergency or an active state of war exists. For this reason, and even though the sample is a very limited one, the Division is issuing this memorandum covering provisions of union agreements now in its files. This will almost certainly be the case as to agreements in which seniority rights accruing to employees have, in the past, been considered of importance.

No effort has been made herein to cover statements of policy issued by employers bearing on the same subject.

Only two of the thirteen agreements containing reference to military service relate to the status of employees in the event of the enactment of a selective service act. The first of these is found in an agreement dated June, 1940, between an asbestos manufacturer and a textile workers' federal labor union, and reads as follows:

"No employee shall lose his seniority rating or credit by reason of being required to perform military duty during the term of this agreement, and upon his return after being engaged in military duty, he shall be restored to his position which he held at the time of leaving for such duty."

Here no reference is made to seniority rights of the employee.

The second agreement also covering active military service and which apparently would be operative both as to employees drafted or volunteering in time of peace or war is between an automobile manufacturing concern and the United Automobile Workers of America. In contrast to the excerpt above this agreement not only preserves intact the seniority of the employee at the time leave of absence is granted but cumulates it during the period of military service. This agreement is also dated June, 1940, and the pertinent provisions will be found below:

"Any employee who is called into active service, or who in time of war volunteers, in the armed forces of the United States shall be given a leave of absence for, and will accumulate seniority during such period of service, and upon the termination of such service will be reemployed provided he has not been dishonorably discharged and is physically able to do available work in line with his seniority, at the current rate for such work, and provided that he reports for work within sixty days of the date of such discharge."

As already indicated, the second and larger category of provisions in union agreements covers the status of employees called for military service in the event of an actual declaration of war. Only one of these agreements contains any limitation as to its applicability to employees entering the military service. The single instance of limitation confines the retention of seniority status to employees with one or more years of service with the company.

None of the agreements which follow contain a provision which permits optional reemployment by the employer at the termination of military service. A few of them contain a specific provision that the employee must be physically and mentally capable of handling the work previously undertaken by him but other than this the retention of rights to reemployment by the employee appears to be absolute.

An agreement between a tire manufacturing company and the United Rubber Workers of America, dated November, 1939, contains the following provisions under which employees retain their seniority status whether they enlist or are drafted.

"In the event the United States should engage in war with another nation and because of such war any member or members of the union who are employed by the company, either through voluntary or compulsory service to their country, left the employment of the company for this reason, such employee or employees shall, upon their termination of service with the United States government, be returned to their work with the company with full retention of their seniority rights."

In an agreement between an association of commercial printers and a local of the Printing Pressmen & Assistants' Union, dated March, 1940, the following occurs:

"In the event the United States should go to war with any other nation, any employee subject to this agreement who leaves his employment and who enlists in the services of the country or who is drafted by the government shall be reinstated upon his return to the job previously held."

Because of the fact that in this branch of the printing industry seniority does not normally accrue to the workers, the agreement is silent as to this question.

The standard agreement between paint manufacturing companies and paint makers' locals affiliated with the Brotherhood of Painters, Decorators & Paperhangers of America, contains the following provisions relative to war service:

"In recognition of their self-sacrifice and performance of patriotic duty, and in fairness to their families and themselves, any members of the Union who serve with the armed forces of the United States during the time of war shall retain their seniority in the Company and shall upon their return from wartime service be immediately reinstated in their former respective positions.

"In the event that wartime governmental control or regulation causes invalidation of portions of this Agreement, all other portions of this Agreement not so invalidated shall remain in full force and effect.

"In the event of war, and with the exception of the wages and hours provision which are open to negotiation and arbitration each May of each year, this Agreement shall remain in full force and effect until the first May 31 that falls at least six months after the termination of such war."

A separate expiration section requiring thirty days notice and a general two-year expiration date, except for wages and hours, applies in the event that this country is not at war.

The following occurs in an agreement between a metal manufacturing concern and a local of the Metal Polishers, Buffers, Platers and Helpers International Union, dated May, 1940:

"In event this nation becomes involved in war, employees of this Company engaging in military, naval or marine service, shall retain their seniority while in such service and be returned to their former position when they are released from service."

An agreement between a furniture manufacturing company and a local of the United Furniture Workers of America, dated April, 1940, contains a provision which only preserves the seniority status of employees who enlist and apparently would not be applicable to employees who were drafted under a selective service act. The provisions from the agreement in question are as follows:

"In the event the United States of America becomes involved in War, which may cause employees to enlist for military service, the seniority of such employees shall not terminate and shall entitle such employees to their regular seniority ranking, upon their completion of military service."

In one instance the seniority provisions of an agreement contain no reference to reinstatement to the job previously held but merely provide that the employee's seniority rights will be preserved but no additional seniority accrued during the period of military service. The

section of this paragraph is found between a manufacturing company and the Steel Workers Organizing Committee, dated January, 1940, and reads as follows:

"In case an employee is called to service in the United States Government by reason of war, the seniority rights to which he is entitled at the time of leaving will be granted him on his discharge from the service."

Attention has already been called to the fact that one agreement sets specific limitation on the rights of the employees to retain their seniority standing and confines such rights to employees with one year or more of service. This provision is found in an agreement between a shipbuilding company and Industrial Union of Marine and Shipbuilding Workers of America, dated February, 1940, and reads as follows:

"Any employee with one or more years' service with the Company, who volunteers for, or has been drafted into war service for the United States, shall retain his seniority standing, and shall have the time spent by him in such service for the United States added to his length of service in the classification in which he was employed by the Company at the time of his entry into war service. Any such employee who, within thirty days of his release or discharge from such war service, applies for reemployment, shall be rehired in accordance with the provisions of this contract."

Four agreements between newspaper publishers and the Newspaper Guild contain specific references to the rights of employees called to military service. Because two of them are practically identical they are not both reproduced. In three of these agreements, including the two that are identical, service with the Red Cross is included in the combatant

arms and all of them contain a provision relative to the payment of severance allowances to employees killed during the course of military service. It will be noted that each of these agreements contains a statement relative to the physical and mental fitness of the employee upon discharge from one or another of the military arms. All four of the agreements in the newspaper field also contain a provision that an employee in order to retain his rights must have been honorably discharged. In no instance do the provisions of the agreement relative to military service of employees become effective except in the event of actual war.

The first of the newspaper agreements, dated October, 1939, reads as follows:

"Employees entering the military or naval service, Red Cross or other combat relief service, or conscripted civilian service, of the U.S.A. in time of war\* will be considered on leave of absence and will be offered employment upon honorable discharge from the service at the termination of war.

"Severance payments, as of date of leave, will be made in case of the death of an employee in military, naval, Red Cross, or other combat relief service, or conscripted civilian service."

"In the event of a declaration of war by or on the United States of America, the Publisher agrees that employees who leave their posts to serve in the armed forces of the United States or to actively engage in war work for the American Red Cross or any recognized organization of a similar character, are on leaves of absence and shall be offered employment upon again reporting for duty, provided they have been honorably discharged from the United States service and provided they are physically and mentally capable of working,

\*This means at a time when the United States is at war.



and with dismissal indemnity rating up to the date of their departure for war service, and other rights under this contract unimpaired. In the event of death of such employee while serving his country, the Publisher agrees to pay such employee's estate or beneficiary on the basis of his accumulated service up to the date of his leaving to go into war service, in accordance with Article V of this agreement."

"In the event of a declaration of war by or on the United States of America, the Publisher agrees that employees who leave their posts to serve in the armed forces of the United States, are on leaves of absence and shall be offered employment upon again reporting for duty, providing they have been honorably discharged from the United States' service and providing they are physically and mentally capable of working, with severance rating and other rights under this contract unimpaired. If an employee dies while so serving his country, or is incapable of duty upon his return, the Publisher agrees to pay his severance pay either to him or to his designated beneficiary."

As additional material on the subject covered by this memorandum is received it will be incorporated in a supplementary statement or statements.