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CATEGORY: 10-Supreme Court
Fifth Supreme Court Case on Reemployment Statute *Ford Motor Co. v. Huffman,* 345 U.S. 330 (1953)

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Mr. Huffman (first name not provided in either the Supreme Court or the Court of Appeals decision) was hired by Ford Motor Co. on Sept. 23, 1943, and left his job when drafted into the Army in November 1944. He was honorably discharged from the Army and reemployed by Ford in July 1946. As required by the reemployment statute, Mr. Huffman's Ford seniority date was shown as Sept. 23, 1943, with no interruption of seniority for the time he spent on active duty.

After World War II, the Committee of Nine studied the problem of reintegrating veterans into the civilian workforce. The committee comprised representatives the Business Advisory Council to the Secretary of Commerce, the National Association of Manufacturers, the U.S. Chamber of Commerce, the American Federation of Labor, the Congress of Industrial Organizations, the Railway Labor Executives Assn., the American Legion, the Disabled American Veterans, and the Veterans of Foreign Wars.

One of the recommendations of the committee was as follows: "Newly hired veterans who have served a probationary period and qualified for employment should be allowed seniority credit, at least for purposes of job retention, equal to time spent in the armed services plus time spent in recuperation from service-connected injuries or disabilities either through hospitalization or vocational training." Ford and many thousands of other employers implemented this recommendation. A provision to this effect was included in the collective bargaining agreement (CBA) between Ford and Local 194, United Automobile, Aircraft & Agricultural Implement Workers of America, CIO (UAW).

The reemployment statute requires an employer to accord seniority credit to *reemployed* veterans like Mr. Huffman—those who were employed by the relevant civilian employer, left such employment for military service, and returned to the pre-service employer upon release from military service. The reemployment statute does not require an employer to accord seniority credit to a veteran whose active military service pre-dated his or her employment by that civilian employer.

"An example of a veteran who, due to the agreements before us, outranks Huffman in employment seniority is one who entered military service July 1, 1943, without any prior employment, served honorably until discharged March 1, 1945, and, thereafter, has been employed continuously by Ford, including six months of satisfactory probationary employment. His seniority dates from July 1, 1943. By July 1, 1946, it totaled 36 months, including 20 months of pre-employment military service, and 16 of post-service company employment. However, except for the collective bargaining agreements, Huffman would have outranked such a veteran by about 17 months, although Huffman's military service totaled one month less, his employment by Ford two months less, and his combined military service and company employment three months less than that of such a veteran." *Ford Motor Co. v. Huffman,* 345 U.S. 330, 335 n. 7.

Mr. Huffman initiated this lawsuit in the U.S. District Court for the Western District of Kentucky on behalf of himself and a class of about 275 Ford employees who were similarly situated—the class consists of Ford employees whose Ford careers were interrupted by military service and were put at a comparative disadvantage on the Ford seniority roster by the CBA provision that gave Ford seniority credit to veterans who were not employed by Ford before their active duty periods. Because the Supreme Court unanimously rejected the basic premise of Mr. Huffman's lawsuit, the Court did not find it necessary to address the propriety of the class action procedure in a reemployment rights case.

In his lawsuit, Mr. Huffman claimed that the Ford-UAW CBA was unlawful under both the reemployment statute and the National Labor Relations Act. "The District Court dismissed the action without opinion but said in its order

that it was 'of the opinion that the collective bargaining agreement expresses an honest desire for the protection of the interests of all members of the union and is not a device of hostility to veterans. The Court finds that said collective bargaining agreement sets up a seniority system which the Court deems not to be arbitrary, discriminatory, or in any respect unlawful.' The Court of Appeals for the Sixth Circuit reversed, one judge dissenting. 195 F.2d 170. Ford and International [UAW] filed separate petitions for *certiorari* seeking to review the same decision of the Court of Appeals. We granted both [petitions] because of the widespread use of contractual provisions comparable to those before us, and because of the general importance of the issue in relation to collective bargaining." *Ford Motor Co.,* 345 U.S. at 332-33.

Having agreed to hear the case, the Supreme Court unanimously reversed the Court of Appeals and affirmed the District Court. "The [CBA] provisions before us are within reasonable bounds of relevancy. They extended but slightly, during a period of war and emergency, the acceptance of credits for military service under circumstances where comparable credit already was required, by statute, in favor of all who had been regularly employed by Ford before entering military service. These provisions conform to the recommendation of responsible government officials and round out a statutory requirement which, unless so rounded out, produces discriminations of its own." *Ford Motor Co.,* 345 U.S. at 342.