COLLECTIVE BARGAINING CLAUSES:

Dismissal Pay

Bulletin No. 1216

UNITED STATES DEPARTMENT OF LABOR
James P. Mitchell, Secretary

BUREAU OF LABOR STATISTICS
Ewan Clague, Commissioner

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For sale by the Superintendent of Documents, U. S. Government Printing Office, Washington 25, D. C. Price 25 cents

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Preface

This study of dismissal pay provisions in major collective bargaining agreements supplements a comprehensive analysis of layoff, recall, and work-sharing provisions, published as BLS Bulletin 1209. In this report, the prevalence of dismissal pay provisions, the amounts provided, the conditions under which laid-off workers qualify for benefits, and related factors are discussed. In addition, selected clauses are reproduced to illustrate the various ways in which agreements deal with dismissal pay procedures.

These excerpts are presented as a source of reference only and should not be considered as ideal or model clauses. Each of the agreements studied covered at least 1,000 workers and was in effect in 1955 or the first half of 1956.

Some of the clauses reproduced in this report were subjected to minor editorial change to enhance clarity; irrelevant parts were omitted where feasible. The clauses are numbered and the agreements from which they were excerpted are identified by employer and union in the index (p. 23).

The agreements studied were part of the Bureau of Labor Statistics' file of current agreements maintained for public and governmental use in accordance with section 211 of the Labor Management Relations Act of 1947.

This report was prepared in the Bureau's Division of Wages and Industrial Relations by Dena G. Weiss under the supervision of Harry P. Cohany.

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Collective Bargaining Clauses: Dismissal Pay

Introduction

A dismissal or severance allowance[1] is designed to cushion the financial hardships of unemployment resulting from business fluctuations, plant mergers or shutdowns, technological and organizational changes, and other factors beyond the worker's control.[2] It is also, in some measure, compensation for the loss of such job acquired rights as seniority, vacations, pensions, and other benefits which accrue to the worker through his length of service. From the employer's point of view, provisions for such payments help to build employee morale and good community relations, which accounts for the prevalence of the practice outside of collective bargaining.

Under an increasing number of major collective bargaining agreements, workers who are laid off, with or without the expectation that the layoff will be permanent, may be assured of certain payments other than dismissal pay, which likewise accrue to them by reason of their prior service. The principal types of such payments are supplementary unemployment compensation from an employer-financed fund and pro rata vacation pay. Less common, or even rare, are such types of compensation as the following: Pay in lieu of a prescribed layoff notice; a retirement separation allowance which may be provided when workers cannot qualify for a retirement annuity or when no pension plan is in effect; a lump-sum payment representing the worker's vested right in a pension plan (when a vesting provision so permits); payment for the worker's equity in a savings or profit-sharing plan; and payment for accrued sick leave. However, these practices are not, as a rule, considered as types of dismissal pay in the traditional meaning of this term and are thus excluded from this study.

For this study, virtually all agreements in effect in 1955 or the first half of 1956, covering 1,000 or more workers (exclusive of railroad and airline agreements) were analyzed. Of the 1,693 agreements studied, 1,142 were negotiated by manufacturing companies and 551 by nonmanufacturing companies (table 1). The total number of workers covered (7.3 million) represented somewhat less than half of all workers under agreements in the United States, exclusive of railroads and airlines.

Prevalence of Provisions, by Type

Of the major collective bargaining agreements analyzed, 266, or almost 16 percent, contained provisions for dismissal pay (table 1). Comparison with earlier Bureau studies made in 1944 and 1950, discloses a relatively slow growth in such plans in union contracts,[3] as contrasted with the rapid spread of such practices as pension plans and health and insurance coverage.

More than 90 percent of the major agreements in the communications industry contained dismissal pay clauses; they accounted for about a fourth of all contracts with such provisions. In the primary metals group, nearly two-fifths of the major agreements studied provided for dismissal pay; in electrical machinery, the ratio was 1 out of 4. Combined, these 3 industry groups accounted for half of all severance pay clauses; the balance was scattered through 13 manufacturing and 8 nonmanufacturing industry groups. Severance plans were most prevalent in major contracts negotiated by the United Steelworkers (53), the Communications Workers of America (42), and the International Brotherhood of Electrical Workers (19).

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[1] Also referred to in agreements as "layoff allowance," "separation allowance," "termination pay," and "service award."

[2] Layoff procedures in union agreements are described in An Analysis of Layoff, Recall, and Work-sharing Procedures in Union Contracts, BLS Bull. 1209.

[3] See Dismissal Pay Provisions in Union Agreements, December 1944, Washington 1945, BLS Bull. 808; Dismissal Pay Provisions in Union Agreements, April 1950, Washington 1951, BLS Bull. 1022.

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TABLE 1.—Dismissal pay provisions in major collective bargaining agreements by industry, 1955-56

Industry	Number studied		Provisions for dismissal pay[1]	
	Agreements	Workers (thousands)	Agreements	Workers (thousands)
All industries	1,693	7,289.9	266	1,768.4
Manufacturing	1,142	4,812.5	152	1,074.0
Food and kindred products	109	351.6	14	94.6
Tobacco manufactures	11	31.4	-	-
Textile-mill products	61	144.6	9	19.3
Apparel and other finished textile products	50	444.2	-	-
Lumber and wood products (except furniture)	17	39.5	-	-
Furniture and fixtures	18	32.2	1	2.3
Paper and allied products	52	100.6	-	-
Printing, publishing, and allied industries	31	62.4	7	13.8
Chemicals and allied products	60	132.3	16	39.0
Products of petroleum and coal	27	78.0	2	10.4
Rubber products	21	128.6	5	55.5
Leather and leather products	21	71.6	1	1.4
Stone, clay, and glass products	36	110.6	-	-
Primary metal industries	119	666.6	45	489.6
Fabricated metal products	71	194.8	10	77.0
Machinery (except electrical)	135	361.1	2	4.6
Electrical machinery	105	430.4	25	181.4
Transportation equipment	138	1,304.7	7	57.5
Instruments and related products	29	64.1	6	23.5
Miscellaneous manufacturing	31	63.2	2	4.2
Nonmanufacturing	551	2,477.4	114	694.4
Mining, crude petroleum and natural-gas production	19	303.1	3	12.6
Transportation[2]	92	380.6	2	2.7
Communications	73	563.5	68	533.7
Utilities: Electric and gas	72	198.6	12	55.5
Wholesale trade	14	23.3	1	1.2
Retail trade	73	197.1	8	27.1
Hotels and restaurants	28	132.6	2	4.2
Services	51	154.3	17	56.2
Construction	122	499.9	-	-
Miscellaneous nonmanufacturing	7	24.4	1	1.3

[1] Covers contract provisions referring to "dismissal pay," "layoff" and "separation allowance," "termination pay," "severance pay," etc.
[2] Excludes railroads and airlines.

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

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Typically, dismissal pay clauses provide for payments graduated according to the employee's length of service. Only a small proportion of the plans studied provided uniform amounts to all eligible workers.

Graduated Plans

Provisions which scaled the allowance to the worker's previous service were found in 238 of the 266 agreements. Some plans allowed a fixed amount for each unit of service (e. g., 1 week's pay after 1 year, 2 weeks' pay after 2 years, etc.) and others varied the amounts with grouped units of service (e. g., 1 week's pay for 1 to 5 years' service, 2 weeks' pay for 6 to 9 years, etc.).

1. Graduated plan—fixed amount for each unit of service

All regular situation holders who are deprived of a regular situation, having 1 year or more service as such of regular employment, shall receive suspension or merger pay as follows:

Years of service	Weeks of pay
1	1
2	2
3	3
4	4

2. Graduated plan—amount varies with units of service

Employees furloughed because of technological displacement will be eligible for severance pay at the end of their furlough provided they have not rejected a call back to work as defined. . . .

Employees eligible for severance pay shall be compensated on the following basis:

Years of service	Weeks of pay
5-9	3
9-12	4
12-15	5
15-18	6
18-21	8
21-25	10
Over 25	13

All but 6 of the 238 plans which established graduated allowances defined minimum length of service standards, ranging from 1 month to 10 years (table 2). The greatest number of agreements provided for a minimum payment of 1 week's earnings, typically after 1 year's service. Forty-six contracts granted 4 weeks' allowance after 3 years' service.

Considerable variation was found in the 106 plans which defined maximum payments. Service requirements ranged from less than 1 year to 29 years, and payments were scaled from 1 to 88 weeks. With only 1 exception, the maximum amount called for at least 2 or more weeks' pay. About half of these agreements (50)—primarily in the steel industry—set a maximum of 8 weeks' pay after 10 years' service.

3. Graduated plan—minimum 40 hours' pay after 1 year's service; maximum 120 hours' pay after 4 years' service

Employees employed for 1 year or more and recalled employees employed for 1 year or more after the date of recall shall in the event of layoff or of retirement under the provisions of or upon the same condition as provided in the employer's pension plan or because of permanent physical disability receive layoff

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TABLE 2.—Pay and service provisions under graduated types of dismissal pay plans in major collective bargaining agreements, 1955-56

Service requirements	Number of agreements	Minimum payment												
		Less than 1 week's pay	1 week's pay	6 day's pay	2 weeks' pay	3 weeks' pay	4 weeks' pay	1 month's pay	5 weeks' pay	2 months' pay	10 weeks' pay	$25 per year	$100+ $50 per year	Other
All graduated plans	[1]238	18	126	2	19	5	51	1	3	1	3	1	1	7
1 month to 1 year	18	18	-	-	-	-	-	-	-	-	-	-	-	-
1 month	2	-	2	-	-	-	-	-	-	-	-	-	-	-
6 months	35	-	28	1	5	-	1	-	-	-	-	-	-	-
1 year	86	-	80	-	4	1	-	1	-	-	-	-	-	-
18 months	1	-	1	-	-	-	-	-	-	-	-	-	-	-
2 years	22	-	10	-	10	-	2	-	-	-	-	-	-	-
3 years	51	-	1	-	-	3	46	-	-	-	-	1	-	-
4 years	1	-	-	-	-	-	1	-	-	-	-	-	-	-
5 years	11	-	4	1	-	1	1	-	3	-	-	-	1	-
10 years	4	-	-	-	-	-	-	-	-	1	3	-	-	-
Other	7	-	-	-	-	-	-	-	-	-	-	-	-	7

	Number of agreements	Maximum payment												
		1 week's pay	2 weeks' pay	3 weeks' pay	4 weeks' pay	5 weeks' pay	6 weeks' pay	8 weeks' pay	9 weeks' pay	10 weeks' pay	12 weeks' pay	13 weeks' pay	20 weeks' pay	48-88 weeks' pay[2]
All graduated plans	238	1	16	9	5	1	1	50	1	3	5	2	3	9
Less than 1 year	2	-	2	-	-	-	-	-	-	-	-	-	-	-
2 years	2	1	1	-	-	-	-	-	-	-	-	-	-	-
3 years	2	-	1	-	1	-	-	-	-	-	-	-	-	-
4 years	10	-	8	1	1	-	-	-	-	-	-	-	-	-
5 years	7	-	4	-	1	1	1	-	-	-	-	-	-	-
10 years	59	-	-	2	2	-	-	50	1	3	1	-	-	-
12 years	1	-	-	-	-	-	-	-	-	-	1	-	-	-
15 years	5	-	-	3	-	-	-	-	-	-	2	-	-	-
20 years	6	-	-	3	-	-	-	-	-	-	-	-	3	-
21 years	2	-	-	-	-	-	-	-	-	-	-	-	-	2
23½ years	2	-	-	-	-	-	-	-	-	-	-	-	-	2
25 years	3	-	-	-	-	-	-	-	-	-	1	2	-	-
26 years	1	-	-	-	-	-	-	-	-	-	-	-	-	1
27½ years	1	-	-	-	-	-	-	-	-	-	-	-	-	1
29 years	3	-	-	-	-	-	-	-	-	-	-	-	-	3
No maximum specified	132	-	-	-	-	-	-	-	-	-	-	-	-	-

[1] Includes 7 agreements, 5 of which defined the minimum amount of severance allowance without indicating minimum service requirement, 1 agreement which after 1 year provided for 1 week's pay plus 5 percent of basic allowance, and 1 agreement which based amount of minimum pay on reason for separation.

[2] Includes 1 agreement which provided a maximum amount of 48 weeks' pay after 23½ years' service; 3 agreements which provided 52 weeks' pay, 2 of which required 21 years' service and the other, 26 years; 2 agreements which provided 56 weeks' pay, 1 of which required 23½ years' service and the other, 27½ years; and 3 agreements which provided 88 weeks' pay after 29 years' service.

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pay computed by multiplying the employee's regular hourly rate of pay by the following number of hours:

Employees employed for a period of 1 year or more but less than 2 years	40 hours
Employees employed for 2 years or more but less than 4 years	80 hours
Employees employed for a period of 4 years or more	120 hours

4. Graduated plan—minimum 2 weeks' pay after 6 months' service; maximum 48 weeks' pay after 23½ years' service

Dismissal indemnity shall be paid in a lump sum at the rate of 2 weeks' pay for the first 6 months of service, plus 1 week's pay for each subsequent full 6 months of continuous service up to a maximum of 48 weeks' pay for 282 months or more of continuous service.

In 132 graduated plans, the maximum amount of dismissal pay was not specified. Some plans granted 1 week's pay for each year of service. In others, the ratio of dismissal pay to service was progressively raised as years of service increased. The majority of agreements in the communications industry and, to a less extent, agreements in public utilities, contained provisions of this type.

5. Graduated plan—uniform ratio of dismissal pay; no maximum specified

Any employee who becomes eligible for a service award . . . shall have said service award calculated in the following manner:

(1) An eligible employee shall be paid on the basis of 1 week's pay for each full year of credited service. . . .

6. Graduated plan—ratio of dismissal-pay increases with length of service; no maximum specified

An employee who is laid off in a reduction of force shall receive a layoff allowance in accordance with the following tabulation:

Accumulated service	Weeks of layoff allowance
6 months	2
1 year	4
2 years	6
3 years	8
4 years	9
5 years	10

Two weeks for each additional full year over 5, up to and including 15 years' service; 3 weeks for each additional full year over 15 years; up to and including 20 years' service; and 4 weeks for each additional full year over 20 years' service.

Most of the graduated plans defined payments in terms of weekly or hourly earnings. In a few cases, however, allowances were expressed in fixed monetary amounts. In one agreement, weekly State unemployment benefits were to be multiplied by years of service to compute the dismissal compensation.

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7. Graduated plan—payment stated as monetary amount; maximum not specified

Any employee with 3 years or more of service laid off due to reduction in force shall receive $25 for each full year of service.

8. Graduated plan—weekly unemployment benefits multiplied by years of service determines payments; no maximum specified

Technological displacement compensation will be made in a lump-sum payment equal to the number of years of the employee's continuous employment with the company multiplied by an amount equal to the rate of the maximum weekly benefit currently prescribed by the New Jersey Unemployment Compensation Law.

Uniform Plans

Under 11 plans, all employees fulfilling minimum service requirements were to receive the same amount of dismissal pay, regardless of differences in length of service. Allowances under uniform plans were much less liberal than those found in contracts containing graduated plans. The maximum uniform allowance, found in 4 agreements, granted 3 weeks' pay.

9. Uniform plan—2 weeks' dismissal pay; no minimum service requirement

In the event of a permanent suspension of publication of any newspaper or the permanent amalgamation of newspapers by a signee of this contract, a payment of 2 weeks' wages shall be made to members who lose situations thereby by their latest employer.

10. Uniform plan—3 weeks' dismissal pay to employees with at least 1 year's service

In the event of merger, consolidation, or permanent suspension by any newspaper covered by this agreement, all regular situation holders with 1 year or more of service as regular situation holders who by virtue of the merger, consolidation, or permanent suspension are deprived of regular situations shall receive the cash equivalent of 3 weeks' (15 shifts) pay at their current rate in addition to any accumulated vacation credits or any other money due them.

11. Uniform plan—10 days' salary to employees with at least 5 years' service

Employees who have been on salary for 5 years or more, who are laid off and not transferred to an hourly rate, will be paid 10 days' basic salary.

Other Dismissal Pay Plans

The balance of the agreements (17) did not set forth the details of the severance plan or the amount the employee could expect to receive. In such situations, the company reserved the right to make or increase awards on an individual basis or vary the amount by reason of discharge, or the dismissal allowance was to be negotiated as the occasion arose. One agreement which covered hourly and salaried employees provided more liberal benefits for the latter group.

12. Individual consideration

An employee who is separated from the employ of the company on the initiation of management may be considered for a termination payment in accordance with the existing termination payment policy of the company. Whether or not a termination payment will be made shall depend upon the circumstances of the separation in each case.

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13. Amount of allowance specified but company may make additional payments on individual basis

In cases where an employee has more than 15 years of net credited service, company may in its discretion make payments in addition to those provided . . . such additional payments to be determined by company on an individual basis. It is understood that company may in its discretion pay a layoff allowance . . . in an amount greater than that provided for herein.

14. Amount of allowance varies with reason for separation

If the employment of any employee is terminated by layoff or discharge because of adverse business conditions or because of discontinuance of business, closing of the store, bankruptcy, whether voluntary or involuntary, an arrangement proceeding under chapter XI of the Bankruptcy Act, or an assignment for the benefit of creditors, such employee or employees shall be entitled to the following severance pay, dependent on length of service with the employer and/or his predecessors:

Length of service	Weeks of severance pay
More than 6 months and less than 1 year	1
1 year or more but less than 2 years	2
2 years or more but less than 3 years	3
3 years or more	4

Such severance pay shall be deemed deferred earnings of the employees involved and, further, shall in all legal proceedings, be deemed preferred claims. . . .

If the employer because of the bona fide sale of his drug store or because of taking in of a partner desires to discharge or lay off any employee, he shall do so only with the consent of the union. If the union refuses such consent, the employer may submit the matter to arbitration as hereinafter provided, if he deems himself aggrieved. Should the arbitrator sustain the employer in such discharge or layoff because of the bona fide sale of his drug store or because of taking in of a partner, the employee involved shall be entitled to the following pay, dependent upon the length of service with the employer and/or his predecessors:

Years of service	Weeks of severance pay
Less than 1	1
1 but less than 2	3
2 but less than 3	4
3 or more	6

In case of sale of store, both seller and buyer shall be responsible for severance pay.

15. Amount of allowance subject to negotiation

In any consolidation, sale, or other transfer of plants, routes, or stores, the amount of severance pay for the employees affected shall be determined by mutual consent of the parties or by the impartial chairman. All questions not mutually agreed upon, shall be determined by the impartial chairman.

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16. Different allowances for hourly and salaried employees

Allowance for severance pay shall be as follows:

(1) Hourly paid employees: One-half day's pay for each full month of continuous service. Maximum of 60 days' pay is allowed. A day's pay shall be computed on the basis of 8 hours at the employee's base rate.

(2) Salaried employees: Three-fourth day's pay for each full month of continuous service. Maximum of 90 days' pay is allowed. For weekly salaried employees—day's pay shall be computed on the basis of the normal basic weekly salary divided by 5. For monthly salaried employees—a day's pay shall be computed on the basis of 8 hours at the employee's equivalent hourly base rate. The equivalent hourly base rate shall be the yearly salary divided by 2080.

Amount of Dismissal Pay

The wide variance among agreements in the amount of dismissal pay provided is demonstrated in table 3, which shows the payment levels (in increments of a week's pay) for selected length-of-service intervals. Although the allowance in a number of plans leveled off at a fixed length-of-service point (e. g., 10 years), in general displaced workers were compensated in proportion to their length of service. This tendency is illustrated in the average dismissal pay provided at the selected length-of-service periods (table 4). Average compensation levels were substantially higher in nonmanufacturing than in manufacturing, reflecting for the most part the practices in the communications industry. For all plans for which compensation could be computed, the averages tended towards a week's pay for each year of service up through the 15-year mark. At 20 and 25 years, the allowance, on the average, was established at a somewhat higher ratio.

Conditions Governing Payments

The conditions specified in the agreements under which dismissal compensation was to be granted were of two major types: (1) Causes for layoff inherent in the work situation, and (2) causes attributable, in some measure, to the individual worker.

Conditions which referred to the work situation were found in 192 agreements, or nearly three-fourths of all agreements with severance pay clauses. The most common grounds were department or plant shutdown, mergers, or lack of work. A small number of agreements failed to specify the conditions under which the laid-off employee was entitled to a severance allowance. Some contracts stated broadly that such payments were to be made in case of layoff for reasons beyond the worker's control or simply referred to "discharge." The prevalence of major conditions for dismissal pay related to work situations was as follows:

	Number of agreements
Total agreements	[1] 192
Mergers, consolidations, or shutdown of departments or plants	140
Lack of work	86
Technological change	18
Any reason beyond control of employee	8

[1] The sum of individual items exceeds the total because 1 agreement may contain more than 1 condition.

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TABLE 3.—Amount of dismissal pay provided at selected length-of-service levels under major collective bargaining agreements, 1955-56

Amount of dismissal pay	Agreements providing dismissal pay after—					
	1 year	5 years	10 years	15 years	20 years	25 years
All agreements providing dismissal pay	174	262	266	266	266	266
No dismissal pay	92	4	-	-	-	-
Less than 1 week	7	1	1	1	1	1
1 week	111	10	4	3	3	3
More than 1 and less than 2 weeks	2	-	-	1	-	-
2 weeks	24	37	27	23	20	20
$2^1/_2$ weeks	-	5	-	-	-	-
3 weeks	6	22	7	11	13	13
4 weeks	4	7	18	5	6	5
$4^1/_3$ weeks	1	-	-	-	-	-
5 weeks	-	66	2	2	1	2
6 weeks	-	80	2	2	2	1
More than 6 and less than 8 weeks	-	2	17	11	-	-
8 weeks	-	-	50	50	51	49
More than 8 and less than 10 weeks	-	-	2	1	11	1
10 weeks	-	7	28	4	5	5
11 and less than 15 weeks	-	2	19	21	4	17
15 weeks	-	-	19	23	-	-
16 and less than 20 weeks	-	-	16	1	2	-
20 weeks	-	-	28	1	25	3
21 and less than 25 weeks	-	-	3	17	15	2
25 weeks	-	-	-	-	-	22
26 and less than 30 weeks	-	-	-	6	-	-
30 weeks	-	-	-	13	-	15
31 and less than 40 weeks	-	-	-	23	15	-
40 weeks	-	-	-	13	4	-
41 and less than 50 weeks	-	-	-	11	15	1
50 weeks	-	-	-	-	8	4
51 and less than 60 weeks	-	-	-	-	16	23
60 weeks	-	-	-	-	24	4
61 and less than 70 weeks	-	-	-	-	1	1
70 weeks	-	-	-	-	-	7
71 and less than 80 weeks	-	-	-	-	-	40
80 to 100 weeks	-	-	-	-	1	4
Other [1]	19	23	23	23	23	23

[1] Includes agreements which provided for individual consideration as well as agreements which did not specify the amount. Some contracts in this category made eligibility and amount subject to negotiation.

TABLE 4.—Average amount of dismissal pay provided at selected length-of-service levels under major collective bargaining agreements, in selected industries, 1955-56 [1]

Selected industries	Agreements with specific dismissal pay provisions	Average dismissal pay in weeks [2] after—					
		1 year [3]	5 years [3]	10 years	15 years	20 years	25 years
All industries	244	0.8	4.6	10.0	16.4	24.0	30.7
All manufacturing industries [4]	143	0.6	4.2	7.6	9.8	13.6	16.8
Food and kindred products	14	1.0	3.0	7.0	14.0	21.0	28.0
Chemicals and allied products	14	.8	3.0	7.0	10.4	13.3	16.8
Primary metal products	45	.1	5.5	7.8	8.2	8.7	9.2
Fabricated metal products	10	.6	5.0	7.7	9.0	11.6	11.6
Electrical machinery	25	.5	3.4	8.0	13.5	21.0	28.0
All nonmanufacturing industries [4]	101	1.4	5.4	14.0	26.0	39.0	51.0
Communications	66	1.1	5.6	17.0	33.7	52.4	69.0
Utilities: Electric and gas	9	1.2	5.6	11.0	15.6	20.6	26.0
Services	12	1.6	4.5	7.1	10.0	12.7	14.1

[1] This table is based on 244 of the 266 collective bargaining agreements which provided for dismissal pay; 22 did not contain adequate information for computation of above averages. Averages were computed by weighting each provision by number of workers covered by agreement.

[2] 5 days are counted as 1 week.

[3] Plans providing no allowance at these service periods were included in the computation of the averages.

[4] Includes industries not shown separately.

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17. Dismissal pay when plant and/or subdivision is permanently shut down

When a department and/or a subdivision thereof is permanently shut down, meaning only the total and permanent discontinuance of operations therein . . . and not the fluctuations of operations, an employee whose employment is terminated as a result thereof . . . shall be entitled to a severance allowance. . . .

18. Dismissal pay when department or plant is permanently shut down

Severance allowances . . . shall be paid to employees . . . who are permanently dropped from the service because of a reduction in force arising out of the closing of a department or an entire plant, and when it is expected that they will not be reemployed.

19. Dismissal pay if termination due to merger, consolidation, or permanent suspension of newspaper

In the event of merger, consolidation, or permanent suspension of any newspaper covered by this agreement, any employee who at the time of such merger, consolidation, or permanent suspension has been a regular situation holder for at least 1 year or who during his current period of uninterrupted priority has accumulated at least 1 year of service as a regular situation holder and who by virtue of such merger, consolidation, or permanent suspension is deprived of employment, shall receive, in addition to any accumulated vacation credits or any other money due him. . . .

20. Dismissal pay to employees terminated because of technological change

The company agrees to the principle of 1 week's severance pay for each year of plant service for employees with at least 2 years' plant service who lose employment solely because of technological change.

(1) A technological change is a change in plant layout or equipment, or changes in process operations, either of which cause the particular job to be permanently abolished.

(2) The term shall not include:

(a). Layoffs caused by denier change, business conditions, variations or changes in customer requirements, shutdowns for plant repairs or rehabilitation of equipment, or temporary or seasonal interruptions of work, or for reasons beyond the control of the company.

(b) Layoffs of labor additions no longer required after correction of difficulties with processes, equipment, or abnormal behavior of chemical solutions or reactions.

(c) Layoff of employees due to changes in experimental or development programs.

(d) Changes in maintenance forces.

21. Dismissal pay if termination due to declining business or discontinuance of business

If the employment or any employee is terminated by layoff or discharge because of adverse business conditions or because of discontinuance of business . . . such employee shall be entitled to . . . severance pay. . . .

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22. Dismissal pay in case job is shifted or eliminated

Any employee whose employment is terminated . . . because of a shift in operations from [city], or curtailment of jobs in the plant by the transfer of jobs or movement of operations and equipment from [city], and straw hat and millinery workers whose jobs have already been eliminated or discontinued shall receive severance pay. . . .

23. Dismissal pay to employees laid off due to lack of work

Regular employees who are laid off due to lack of work shall be paid a layoff allowance determined as to amount by . . .

24. Dismissal pay to employees laid off for reasons beyond their control

Employees laid off by the company for reasons beyond their control will be paid separation pay in accordance with . . .

25. Dismissal pay to employees laid off through no fault of their own

Any employee who is laid off or whose employment is severed through no fault of his own . . . shall be granted severance pay as follows: . . .

26. Dismissal pay in event of discharge

In the event of any discharge . . . the (company) will pay severance pay as follows: . . .

Less frequent were clauses which granted a dismissal allowance if layoff was, in some measure, related to the capacities of the individual worker. Among the causes justifying such payments were inefficiency, inability to adjust to changed working conditions, unsatisfactory job performance, physical disability, and even voluntary resignations. Seventeen agreements, primarily in the meatpacking industry, provided for allowances payable to beneficiaries of employees who had died in service, or having been discharged, had died before receiving a full allowance. The prevalence of major conditions for dismissal pay relating to the capacities of the individual was as follows:

	Number of agreements
Total agreements	[1] 54
Inefficiency; inability to adjust to changed conditions	18
Physical disability	17
Payment to beneficiary upon death of employee	17
Voluntary resignation	10

[1] The sum of individual items exceeds the total because 1 agreement may contain more than 1 condition.

27. Dismissal pay to employees physically and mentally unable to perform regular or other duties

Termination payments will be paid by the company to employee compensated through the regular payrolls if . . .

(1) his employment is permanently terminated by action of the company.

(a) Because of his physical or mental inability to perform efficiently and safely his regularly assigned work or other work which is made available to him by the company.

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28. Dismissal pay for employees unable to perform job and not qualified to transfer

When it becomes necessary to release an employee . . . who, through no fault of his own, is no longer able to meet the requirements of his job and who cannot qualify for transfer to another job, he shall be paid a termination allowance. . . .

29. Dismissal pay to employees discharged for unsatisfactory job performance

Termination Wages Upon Discharge: An employee when discharged for unsatisfactory job performance [as defined below] shall receive a termination wage. . . . equivalent to . . .

Unsatisfactory job performance, including the following:

Failure to perform work in an efficient and workmanlike fashion.

Failure to cooperate with supervisors and/or fellow employees in matters pertaining to the company's operations.

Unsatisfactory accident record; carelessness or negligence on the job which affects the safety of fellow workmen or which involves avoidable damage to property; unsafe, unlawful driving.

30. Dismissal pay as inducement to resign if unable to perform job

A termination allowance shall be paid to a regular or temporary employee whose service is terminated under any of the conditions outlined below:

(3) As an inducement proposed, or agreed to, by the company to an employee to resign because of inability or unadaptability to perform properly the duties of the job as distinguished from misconduct.

31. Dismissal pay to employees with 5 or more years of service upon voluntary resignation

An employee who has completed 5 or more years of service who voluntarily resigns for reasons of his own, and who leaves the service in good standing shall receive as termination pay 2 weeks' wages. . . .

32. Dismissal pay paid to heirs if employee dies

In the event of the death of any employee with 6 or more months of service, the publisher agrees that the beneficiaries of the deceased, designated by the employee in writing in advance, shall be paid a sum equivalent to that which the deceased would have been paid had he been discharged under the terms of this contract, but in no event less than $500. . . .

33. Unpaid balance of dismissal allowance paid to beneficiaries

The amount due shall be paid as follows:

(3) In the event of death, any unpaid balance (of the separation allowance) shall be paid to the widow or dependents.

Under the terms of about two-thirds of the agreements with dismissal allowances, employers were not required to make such payments if a separation occurred for certain specified reasons. Under 66 contracts, for example, employees forfeited severance pay if discharged for cause, and under 48, in case of voluntary resignation. A clause found in 64 agreements, primarily in the steel industry, provided that employees who were offered a transfer to another job in the same or another plant of

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the company were not eligible for a severance allowance. Layoffs during strikes or jurisdictional disputes, failure to comply with union security requirements, and conditions entirely beyond the company's control (acts of God), were among the other reasons for which dismissal pay was not given. Two clauses specifically provided no allowance if termination was caused by death.

34. No dismissal pay if dismissed for cause

An employee discharged for cause forfeits all rights to and is not eligible for a service award.

35. No dismissal pay if dismissed for dishonesty or self-provoked discharge

Dismissal pay need not apply to an employee discharged for dishonesty or in case of self-provoked discharge for the purpose of collecting dismissal pay.

36. No dismissal pay to employees quitting voluntarily, resigning by request, or on leave-of-absence

A layoff allowance is not payable to an employee who terminates his employment voluntarily, or who is discharged, or who resigns by company request, or who is granted leave of absence.

No dismissal pay if employee refuses transfer, job offer, or for other specified causes

37A. An employee otherwise eligible for severance allowance who is entitled by his seniority rights to a job in at least the same job class in another part of the plant shall not be entitled to severance allowance whether he accepts or rejects the transfer.

* * *

37B. Severance pay shall not be paid:

(1) To employees with less than 1 year's continuous service.

(2) In cases where the employee was discharged for cause.

(3) To employees who are retired by the company.

(4) In cases of voluntary resignation.

(5) To employees who refuse an offer of employment by the company in another department or another unit of its business, the location of which is reasonably accessible to the location of the place of employment from which the employees are being dropped from the service.

No dismissal pay if layoff results from work stoppage or jurisdictional dispute

38A. The provisions of this article shall not be applicable where the company decides to close a plant because of the company's inability to secure production or carry on its operations as a consequence of a strike, slowdown, or other interference with or interruption with work participated in by employees in the plant, service shop, or other facility involved.

* * *

38B. Severance pay shall not apply if layoff is result of jurisdictional dispute.

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39. No dismissal pay if layoff results from acts of God and other specified reasons

If the employee . . . is laid off as a result of . . . epidemic, fire, action of the elements, strike walkouts, labor dispute, governmental order, court order or order of any other legally constituted body, act of God, public enemy, war, riot, civil commotion, or for any other cause or causes beyond the control of the producer, whether of the same or any other nature, the employee shall not be allowed any dismissal pay.

40. No dismissal pay if employee fails to comply with union-security requirements

Regular employees who are not members of the /union/ in good standing shall be barred from employment or from continuance of employment in any job classification covered by this agreement, except that employees hired under or transferred to any such job classification shall be permitted a 30-day period of service as a regular employee before membership in the /union/ becomes mandatory. Any employee so barred from employment shall not receive any separation allowance or pension from the company. . . .

41. No dismissal pay in event of death

The company shall not be liable for termination pay in case of death.

Service and Eligibility

In addition to the requirement that a worker be employed for a certain period of time to qualify for dismissal pay, a number of agreements also defined how such service was to be computed. Typically, a year of service had to be "continuous" or "full time," although leaves of absence for such reasons as military service or sickness were, as a rule, not considered breaks in an employee's service record. Under some agreements, an employee could obtain a full year's credit as soon as he completed a specified number of hours or months of service; in others, such partial service was prorated. However, temporary employees or those engaged for special purposes were usually not included under the plan, regardless of length of service.

Definition and calculation of service for dismissal pay

42A. An employee, to be eligible for severance allowance, must have accumulated 3 or more years of continuous service at time of termination of employment, computed in accordance with article IX—seniority—of this agreement.

* * *

42B. Employees having permanent status who are terminated because of reduction in force, and who have been in continuous full-time service of the company for at least 1 year immediately prior to termination shall be given 1 week's severance pay. If such full-time continuous service has been for more than 2 years, 2 weeks' severance pay shall be paid.

* * *

42C. An employee . . . who during the 12-month period immediately prior to the date of his dismissal was either (a) compensated under a weekly schedule of pay and who has actually received pay for 240 or more days in such 12-month period, or (b) was compensated solely under a daily schedule of pay and has actually received pay for 200 or more straight-time days in such 12-month period, or (c) was compensated under a combination of both a weekly schedule of pay and has actually received pay for 240 or more days in such 12-month period . . . shall receive 2 weeks' dismissal pay if not offered employment . . . within 90 days of dismissal.

* * *

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42D. For the purposes of section 2 (severance pay), a fraction of a year shall be prorated, and 15 days or more shall be considered a month.

* * *

42E. A year of service (for severance pay) is one in which an employee has worked 6 months or more

* * *

42F. . . . In order to be entitled to conversion pay, an . . . employee must have worked in the building until the termination date, except that he may quit his job during the 2-week period before the termination date to accept other employment . . . In case of illness or accident, however, the . . . employee must have worked at least 3 days in the building during the 60-day period before the termination date (90-day period if the elevator employee has 10 or more years' service in the building) in order to be entitled to conversion pay.

43. No dismissal pay to temporary or occasional employees, or for those engaged for a definite period or project

[Severance pay] will not apply to:

(1) "Temporary" or "occasional" employees, as defined in . . . this agreement.

(2) Employees engaged for a definite period of time or for the duration of a specific project.

Options in Lieu of Dismissal Pay

Some contracts allowed workers the option of choosing severance pay, another job, or another alternative proposal. In 67 agreements, employees were given the choice of transferring to other jobs, either in the same or a lower classification, or of accepting dismissal pay. (In some cases, however, transfer to a higher rated or equal job was mandatory at the risk of losing dismissal pay.) Eighteen agreements contained provisions allowing employees a limited period of time in which to decide whether to take severance pay or to select other alternatives outlined in the contract. Some clauses gave the worker the option of being placed on a preferential hiring list, to be recalled as soon as rehiring took place. In one case, employees who decided to retire prior to retirement age were permitted to select severance pay and withdraw their contributions from the pension plan; in this agreement women aged 60 or over could elect to retire prior to the retirement age (65 years) on a pension plus a severance award which was reduced by the amount of the company's contribution toward the pension.

44. Employee option to accept job in same job class or dismissal pay

In lieu of severance allowance, the company may offer an eligible employee a job, in the same job class for which he is qualified, in another department of the company. The employee shall have the option of either accepting such new employment or requesting his severance allowance.

Employee option to accept job in lower job class or dismissal pay

45A. In lieu of severance allowance, the company may offer an eligible employee a job for which he is qualified elsewhere in the plants. . . .

(1) If the job carries a zone rate less than that of the job to which the employee was last permanently assigned, he shall have the option of either accepting such new employment or requesting his severance allowance within 30 calendar days of the date of which the new job is proffered, otherwise the severance payment shall be made and seniority service broken.

* * *

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45B. If an employee at any plant who shall lose his job as a result of the permanent closing of such plant or the permanent discontinuance of a department of such plant or a substantial portion thereof shall be offered employment by the company consistent with the provisions of article X [seniority] hereof in a job for which he is qualified at such plant, in the same or a higher job class, he shall not be entitled to a severance allowance pursuant to the provisions of this article. If he shall be offered employment by the company in any other job, he shall have the option of either accepting such other employment or receiving the severance allowance herein provided. . . .

46. Employee option of accepting dismissal pay or layoff status

Should displacements be made because of change in plant or equipment or process operations in any department or section, a worker so displaced shall be given the option for 3 days of becoming a displaced employee with the benefits provided under the terms of this agreement [separation allowance] and being dropped from the seniority list, or being transferred according to seniority to the furlough list.

Employee option of accepting dismissal pay or alternatives

47A. . . . Employees subject to force reduction shall have the choice, within the the notice period specified, of the following options:

(1) Pension, if eligible.

(2) Acceptance of force reduction furlough as provided herein below.

(3) The right to bump into a lower class of work as provided herein below.

(4) Acceptance of involuntary furlough with severance pay in accordance with the following schedule and subject to the conditions set forth herein below.

* * *

47B. When an employee has received notice of layoff, he shall have a minimum of 3 days in which to elect one of the following options:

(1) Bump into an equal or lower classification provided he has, in comparison with other employees in the equal or lower classification, sufficient company seniority and he can satisfactorily perform the duties required in such classification. . . .

(2) Be placed on a preferential hiring list in the order of his company seniority subject to recall within 1 year from the date of his layoff. Within the first 3 months of going on the preferential hiring list, an employee may elect to remain on the preferential hiring list or to take severance pay. . . .

(3) Take severance pay on the following basis: . . . As a condition of accepting severance pay provided herein, the employee shall forfeit any claims to pension rights or benefits whatsoever and shall be deemed no longer in the employ of the company.

48. Employee discharged before retirement age to receive dismissal pay and contributions to pension plan; women to have dismissal pay deducted from company's pension contribution

An employee who is released . . . before attaining age 65 may choose to withdraw his contributions from the pension plan and receive a severance award. . . . If a female employee retires between age 60 and normal retirement date and elects to take a pension, then any severance award to which she may be entitled shall be reduced by the total amount of the company's contribution toward her pension.

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Recall

For the most part, the payment of dismissal compensation to a laid-off worker indicated an expectation that the layoff or separation would be permanent. However, the possibility of rehire and the status of the rehired worker were considered in some agreements. Agreements which gave a worker facing layoff the option of either going on furlough or accepting dismissal pay, usually stated that a furloughed worker retained reemployment rights and could expect to be recalled to work according to the recall provisions of the agreement. Acceptance of severance compensation, however, generally terminated all aspects of the employment relationship. If the employee was subsequently rehired, he was normally to be classed as a new employee with no accumulated seniority; his record of service, and with it his eligibility for future severance payments, was to start with the date of rehire.

Some agreements stated that a rehired worker was not eligible for further severance pay until he had served a specific period, usually 1 year. In a few instances, the number of dismissal payments a worker could receive in the course of a given period was also limited. If the employee was recalled after a period of layoff which was less than the number of weeks for which he had received dismissal pay, he was required, under some agreements, to return that portion of the allowance which exceeded the amount covered by the duration of his layoff. Many of the agreements in the communications industry followed this pattern.

49. Dismissal pay terminates employment relationship

The making of this single severance payment due an employee . . . shall terminate his status as an employee.

50. Worker reemployed after accepting dismissal pay loses credit for previous seniority

If any employee displaced by technological change chooses to take separation allowance and thereafter is reemployed at another job by the company, he shall be reemployed as a new employee without credit for previous seniority or service.

Reemployed worker's dismissal pay computed from date of rehire

51A. An employee who is rehired and subsequently laid off from the payroll will receive layoff allowance based on his most recent rehire date.

* * *

51B. If an employee who has been laid off and given a layoff allowance is subsequently reemployed and again laid off, the layoff allowance in the case of the second layoff, or any subsequent layoff will be based upon the length of continuous service in the Bell system since the date of last reemployment.

One-year waiting period before reemployed worker eligible for another dismissal payment

52A. When an employee who has received a termination allowance is reengaged, such employee must complete, subsequent to such reengagement, an additional year of net credited service before being eligible to a termination allowance for a subsequent separation from the force. . . .

* * *

52B. Any employee who is laid off or whose employment is severed and granted severance pay . . . if reemployed and is laid off, or his employment is severed again through no fault of his own shall be denied a second severance pay allowance unless his actual service since reemployment has been 1 year or more.

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53. Employees entitled to one dismissal payment yearly

Employees will be entitled to severance pay only once each year, if they are separated for reasons beyond their control. For the purpose of this paragraph, the year shall begin on July 1st of each year and end on June 30th of the following year. [This plan provides for 40 hours of severance pay after 6 months' service.]

Recalled employee to return excess dismissal pay; provisions for payments if again laid off

54A. When an employee who has received a layoff payment is reengaged as a regular or provisionally regular employee and the number of weeks since the layoff is less than the number of weeks upon which the payment was based, the amount paid to the employee for the excess number of weeks shall be considered as advance pay and repayment shall be made in one lump sum or through payroll deductions at the rate of 10 percent of the current basic weekly wage until the excess amount is paid in full.

A reengaged employee who has received a layoff payment and who is again laid off shall be paid the difference between the computed payment to which he is entitled and the amount of any payment which he retained as a result of any previous layoff.

* * *

54B. . . . If any employee who is given such severance pay is reemployed within 60 days from the date of his layoff, any severance pay received by him shall be deducted from his paychecks after his return to regular employment at the rate of one-eighth the amount to be repaid per weekly payroll.

In the event the employee is again laid off before such amount is fully repaid, the unpaid balance shall be deducted from any severance pay due said employee by reason of such layoff.

* * *

54C. When an employee once receives a termination allowance and is later reemployed by the company, the termination allowance payable to her in respect of subsequent layoffs shall be based upon her length of service since the date of her last reemployment, plus any amount of the prior termination allowance not retained by the employee.

Time and Method of Payment

Details as to "when" and "how" severance payments were to be made were provided in about two-fifths of the 266 agreements with such plans; 105 spelled out the time for payments, and 103 defined the method.

Provisions for payment at the time of job termination were found in 79 contracts;[4] a designated waiting period was required in 17 contracts; and a number of agreements made the time of payment a matter of employee option. In one instance, employees were not eligible for an allowance until after they received the full amount of unemployment compensation to which they were entitled.

Dismissal pay when employment is terminated

55A. Regular employees laid off because of lack of work shall be paid at termination of employment a termination allowance based on years of net credited service. . . .

* * *

55B. Payment shall be made in a lump sum at the time of termination.

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[4] The majority of these were lump-sum payments.

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Various waiting periods before employee receives dismissal pay

56A. . . . Employees who do not obtain employment at another of the company's plants will be paid their severance pay at the end of the 90-day period.

* * *

56B. Employees furloughed because of technological displacement will be eligible for severance pay at the end of their furlough provided they have not rejected a call back to work. . . .

* * *

56C. . . . When the company lays off employees through lack of work, the employees will receive . . . 20 hours' layoff pay (to be paid 31 days after layoff). . . .

Time of payment to be decided by employee

57A. Technological severance pay will be paid in a lump sum at the time the employee elects to accept it. . . .

* * *

57B. . . . Payment shall begin upon receipt of (such) written option by the company, which option may be exercised at any time within 3 years from date of layoff.

* * *

57C. Within 90 days immediately after an employee is qualified and entitled to dismissal pay, . . . such employee shall designate the date within such 90 days, on which such dismissal pay shall be paid to him.

58. Payments after furlough or completion of unemployment benefits

Any technologically displaced employee with 5 or more years of plant service, who cannot be placed in a substitute job . . . shall be furloughed for 26 weeks, or for the period of his eligibility for unemployment benefits if it is less than 26 weeks, and be eligible thereafter for severance pay as hereafter qualified.

In 70 agreements, dismissal payments were to be made in a lump sum; only a small number (7) provided for payments on an instalment basis. Eighteen contracts incorporated provisions for both instalment and lump-sum payments, depending on the employee's length of service. In a number of cases, the type of payment was optional with the employee or the employer. In contracts negotiated by the United Steelworkers, lump-sum payments upon separation were generally provided; in the meatpacking industry, the amount of allowance controlled the method of payment.

Dismissal compensation paid in lump sum

59A. This single severance payment will be paid to such employee in a lump sum at the time of his termination.

* * *

59B. Severance allowance for those eligible employees who do not exercise their preferential employment rights . . . shall be paid in a lump sum at the time of their termination. . . .

60. Dismissal compensation paid in instalments

By mutual agreement between the publisher and the guild, an employee after 25 or more years of employment may sever his employment and receive, in equal monthly or other appropriate instalments as the employee may designate, the dismissal indemnity payment . . . which he would receive upon discharge. . . .

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Allowance paid in lump sums or instalments, according to length of service

61A. The amount due under the policy shall be paid as follows:

(1) If less than the equivalent of 4 weeks' pay—in 1 lump sum;

(2) Amounts over a total of 4 weeks' pay—weekly instalments of full wages until the total amount is exhausted.

* * *

61B. The employee will receive his severance pay in a lump sum if it amounts to a sum not in excess of 40 hours' pay at straight-time rates; if greater, he will receive his severance pay in weekly instalments until the entire amount to which he is entitled is paid.

Method of payment optional with employer

62A. . . . Unless approval is given by the company to make the payments in lump sum or otherwise, payments of termination pay will be made by the regular paymasters on the regular pay days during the respective periods authorized.

* * *

62B. The amount of such allowance will be payable in cash at the time of separation or over a period not to exceed 60 months, beginning within 30 days of the date of separation. The company shall have the right to determine the method of payment and in making such determination will take into consideration the circumstances of each case. If instalment payments are determined upon, the company reserves the right to cause all or any instalments to be prepaid to any individual at any time it deems such action advisable.

Method of payment optional with employee

63A. Such payment shall be made either in weekly amounts . . . or in a lump sum, in accordance with the written option of the employee.

* * *

63B. . . . The employee may elect to receive such amount (severance pay) in a shorter period of time or in one lump sum.

64. Method of payment optional with employer or employee

At the option of the employee or the company, payments of termination pay may be made in lump sum or by the paymaster on the regular pay days during the periods authorized.

Definition of Earnings for Dismissal Pay

Most of the dismissal pay plans measured the severance allowance in units of weekly wages or salary. As a rule, a week's pay meant the employee's current straight-time hourly rate times the number of hours in the regular workweek. In a few agreements, particularly in the case of incentive workers, average weekly earnings over a designated period prior to dismissal were used to compute dismissal pay. Only infrequently were shift differentials, overtime or other premiums, and bonus payments included in the earnings computation.

65. Dismissal pay based on basic weekly rate

Regular employees who are laid off due to lack of work shall be paid a layoff allowance determined as to amount by their net credited service and basic weekly wage rate at the time of leaving the service. . . .

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66. Week's pay and day's pay defined for computing dismissal pay

A "week's pay" for an employee shall be calculated by multiplying his average straight-time hourly rate (obtained from the last available regular statistics) by 5 times the number of hours in his normal regular workday; a "day's pay" shall be calculated by multiplying such average straight-time hourly rate by the normal hours of the employee's regular workday. A day's pay shall in no event exceed payment for 8 hours, and a week's pay shall in no event exceed payment for 40 hours.

67. Dismissal pay based on average straight-time hourly earnings

An hour's pay shall be the highest average straight-time hourly earnings paid to an employee in any of the preceding 5 years. The last of such years shall be the 12-month period ending on the last day of the month preceding the month of termination of the employee's employment, and the other 4 years shall be measured back in a similar manner.

68. Dismissal pay based on average hourly earnings and average number of hours worked during specified period

Severance allowance . . . shall be determined on the basis of the average number of hours worked per week at the average rate of earnings per hour, as indicated by the first 3 pay periods worked after January.

69. Dismissal pay based on straight-time hourly earnings during specified period. Shift differentials and premium payments to be excluded

The severance allowance shall be based on the employee's average straight-time hourly earnings (including applicable incentive earnings but excluding shift differentials, overtime premiums, seventh-day-worked premiums, and holiday-worked premiums) during the first 8 weeks of the 13-week period immediately preceding the date of his severance.

70. Dismissal pay based on rate at time of termination. Overtime excluded

Severance compensation shall be paid, computed as of date of termination, as follows: An amount equal to 1 regular workweek (no overtime) for each full year of continuous service at the basic rate of compensation at the time of severance.

71. Dismissal pay based on rate at time of termination including night-shift premium. Excludes overtime

A week's pay for the purpose of this article shall be the basic rate of pay of the employee, plus any applicable night-premium payment in effect at the time of service termination. Overtime payments shall not be considered as differential payments.

72. Dismissal pay basis for weekly paid and commission employees defined

Dismissal pay shall be computed at the highest weekly salary (exclusive of bonuses and payments for special work) for the 52 weeks previous to discharge, except that, in the case of employees paid in whole or in part by commissions, dismissal pay shall be computed at the average weekly salary and commission (exclusive of bonuses and payments for special work) for the 52 weeks previous to discharge. . . .

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Chesapeake and Potomac Telephone Co. of Baltimore City Maryland Telephone Union, Inc.	13
New York Retail Druggists Association, Inc. Retail, Wholesale and Department Store Union	14
Cleaners and Dyers Board of Trade, Inc. Amalgamated Clothing Workers of America	15
General Aniline and Film Corp. Distillery, Rectifying and Wine Workers' International Union of America	16
Lukens Steel Co. United Steelworkers of America	17

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Employer and union	Clause No.
Wilson and Co., Inc. United Packinghouse Workers of America	18
Publishers Association of New York International Typographical Union	19
Industrial Rayon Corp. Textile Workers Union of America	20
New York Retail Druggists Association, Inc. Retail, Wholesale and Department Store Union	21
Hat Corporation of America United Hatters, Cap and Millinery Workers International Union	22
Pacific Telephone and Telegraph Co. and Bell Telephone Co. of Nevada United Brotherhood of Telephone Workers	23
Bell Aircraft Corp. International Union of United Automobile, Aircraft & Agricultural Implement Workers of America	24
Sinclair Refining Co. Oil, Chemical and Atomic Workers International Union	25
Columbia Broadcasting System, Inc. International Brotherhood of Electrical Workers	26
Union Carbide and Carbon Corp., Bakelite Co. Division Chemicals and Crafts Union, Inc.	27
Lee Rubber and Tire Corp. United Rubber, Cork, Linoleum and Plastic Workers of America	28
Southern California Gas Co. Utility Workers Union of America	29
Southern Bell Telephone and Telegraph Co. Communications Workers of America	30
Southern Counties Gas Co. of California International Chemical Workers Union	31
San Francisco Newspaper Publishers' Association American Newspaper Guild	32
Swift and Co. United Packinghouse Workers of America	33
Pennsylvania Rubber Co. United Rubber, Cork, Linoleum and Plastic Workers of America	34
San Francisco Newspaper Publishers' Association American Newspaper Guild	35

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Employer and union	Clause No.
Hooker Electrochemical Co. Niagara Hooker Employees Union	36
Kaiser Steel Corp. United Steelworkers of America	37A
John Morrell and Co. United Packinghouse Workers of America	37B
General Electric Co. International Union of Electrical, Radio and Machine Workers	38A
Key System Transit Lines Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America	38B
Motion Picture Producers Association International Alliance of Theatrical Stage Employes and Moving Picture Machine Operators of the United States and Canada	39
Niagara Mohawk Power Corp. International Brotherhood of Electrical Workers	40
Lever Brothers Co. Oil, Chemical and Atomic Workers International Union	41
Great Lakes Steel Corp. United Steelworkers of America	42A
Continental Oil Co. Independent Oil Workers Union of Oklahoma	42B
Packard Motor Car Co. International Union of United Automobile, Aircraft & Agricultural Implement Workers of America	42C
American Cable and Radio Corp. Communications Workers of America	42D
Lee Rubber and Tire Corp. United Rubber, Cork, Linoleum and Plastic Workers of America	42E
Building Managers' Association of Chicago Building Service Employees' International Union	42F
Bell Telephone Co. of Pennsylvania Pennsylvania Telephone Guild	43
Lone Star Steel Co. United Steelworkers of America	44
Armco Steel Corp. Armco Employees Independent Federation, Inc.	45A
Bethlehem Steel Co. United Steelworkers of America	45B

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Employer and union	Clause No.
Celanese Corp. of America United Mine Workers of America	46
Western Union Telegraph Co. American Communications Association	47A
American Cable and Radio Corp. Communications Workers of America	47B
B. F. Goodrich Co. United Rubber, Cork, Linoleum and Plastic Workers of America	48
American Can Co. United Steelworkers of America	49
Celanese Corp. of America Textile Workers Union of America	50
Goodyear Atomic Corp. Oil, Chemical and Atomic Workers International Union	51A
Bell Telephone Co. of Pennsylvania Pennsylvania Telephone Guild	51B
Ohio Bell Telephone Co. Communications Workers of America	52A
Sinclair Refining Co. Oil, Chemical and Atomic Workers International Union	52B
Bell Aircraft Corp. International Union of United Automobile, Aircraft & Agricultural Implement Workers of America	53
Southern New England Telephone Co. Connecticut Union of Telephone Workers, Inc.	54A
Panhandle Eastern Pipe Line Co. Oil, Chemical and Atomic Workers International Union	54B
New Jersey Bell Telephone Co. Communications Workers of America	54C
Northwestern Bell Telephone Co. Communications Workers of America	55A
Northwestern Steel and Wire Co. United Steelworkers of America	55B
Continental Can Co. United Steelworkers of America	56A
A. and M. Karagheusian, Inc. Textile Workers Union of America	56B
Sun Shipbuilding and Dry Dock Co. International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers	56C

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Employer and union	Clause No.
Botany Mills, Inc. ---------- Textile Workers Union of America	57A
Electric Storage Battery Co. ---------- International Union of Electrical, Radio and Machine Workers	57B
Motion Picture Producers Association ---------- International Alliance of Theatrical Stage Employes and Moving Picture Machine Operators of the United States and Canada	57C
A. and M. Karagheusian, Inc. ---------- Textile Workers Union of America	58
American Can Co. ---------- United Steelworkers of America	59A
American Can Co. ---------- International Association of Machinists	59B
News Syndicate Co., Inc. ---------- American Newspaper Guild	60
Swift and Co. ---------- United Packinghouse Workers of America	61A
General Aniline and Film Corp. ---------- Distillery, Rectifying and Wine Workers' International Union of America	61B
Union Carbide and Carbon Corp., Carbide and Carbon Chemicals Division ---------- Galveston Metal Trades Council	62A
Armco Steel Corp. ---------- Armco Employees Independent Federation, Inc.	62B
Electric Storage Battery Co. ---------- International Union of Electrical, Radio and Machine Workers	63A
A. C. Lawrence Leather Co. ---------- Leather Workers' International Union of America	63B
Union Carbide and Carbon Corp., Bakelite Co. Division ---------- Chemicals and Crafts Union, Inc.	64
Pacific Telephone and Telegraph Co. ---------- Communications Workers of America	65
General Electric Co. ---------- United Electrical, Radio and Machine Workers of America	66
Laclede Gas Co. ---------- Oil, Chemical and Atomic Workers International Union	67

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Employer and union	Clause No.
Kelsey-Hayes Wheel Co. United Steelworkers of America	68
National Standard Co. United Steelworkers of America	69
New York State Electric and Gas Corp. International Brotherhood of Electrical Workers	70
General Telephone Co. of the Southwest Communications Workers of America	71
San Francisco Publishers' Association American Newspaper Guild	72

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