MAJOR COLLECTIVE BARGAINING AGREEMENTS

PLANT MOVEMENT, TRANSFER, AND RELOCATION ALLOWANCES

Bulletin No. 1425-10

July 1969

UNITED STATES DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

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UNITED STATES DEPARTMENT OF LABOR
George P. Shultz, Secretary

BUREAU OF LABOR STATISTICS
Geoffrey H. Moore, Commissioner

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Preface

This bulletin is the tenth in a series of studies that are designed to survey the entire scope of the collective bargaining agreement. Previous publications in this series are listed on the last page of this bulletin.

This report is concerned with management's and labor's solutions to three important collective bargaining issues: The protection afforded employees displaced by plant shutdowns and plant movements; the rights and options of workers in transfers between plants or companies that are party to a common agreement; and the factors governing payment of relocation allowances when these are available to employees who transfer to another plant.

Like the earlier reports in this series, this one is based on an examination of nearly all major collective bargaining agreements in the United States. The data and conclusions, therefore, do not reflect practices in smaller collective bargaining situations. All of the agreements used are a part of the current file maintained by the Bureau of Labor Statistics for public and government use in accordance with section 211 of the Labor-Management Relations Act of 1947.

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

This bulletin was prepared in the Office of Wages and Industrial Relations by members of the staff of the Division of Industrial Relations: William V. Deutermann, Jr., prepared Chapter II, Plant Movement; Walter L. O'Neal and Fred R. Nagy, Chapter III, Interplant and Intercompany Transfers; and Winston L. Tillery, Chapter IV, Relocation Allowances. Homer R. Kemp, Jr. and Ernestine M. Moore assisted in the preparation of this bulletin.

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Chapter I. Introduction

The collective bargaining agreement has evolved over an extended period of time into a codification of virtually every aspect of the labor-management relationship. Among the issues that have received the increasing attention of the parties to collective bargaining agreements are the movement of plants from one location to another, the transfer of workers between plants, and the rights and obligations which accompany these movements. The problem for negotiators has been one of resolving a conflict between management flexibility and employee security. A company may need to relocate plants or operations to maintain efficiency, or to adjust to changing market conditions. At the same time, the affected employees are concerned with continuity of employment, income, and seniority rights.

Plant and worker movement provisions have become an integral and sometimes extensive part of the agreement in every industry, except construction. In some industries, such as steel, automobiles, and meatpacking, the negotiators decided that detailed rules were required to insure equitable treatment of personnel in transfers or plant movements. In other industries, a brief reference to the subject signified the parties' recognition of the problem.

Clauses relating to plant and worker movement provide for various safeguards for employees and unions in diverse situations. The provisions may limit the employers' authority to transfer workers or operations; define seniority rights in new plants; fix rules governing the selection and number of transferees; provide income protection, relocation allowances, and alternatives to transfers.

Although issues relating to plant relocation and employee transfer have received increasing attention in recent years, contract provisions governing these arrangements are not all of recent origin. In 1936, the railroad unions and 141 carriers entered into a compact—the "Washington Job Protection Agreement"—that was designed to lessen the impact of railroad consolidations on workers' jobs. During the depression of the 1930's, consolidation was one method adopted to rehabilitate the railroads, but a direct effect was the loss of jobs throughout the industry. Prior to the agreement, little protection was available to employees who lost their livelihood because of mergers. The agreement moved in this direction by providing advance notice of closings, transfer of workers to new jobs with income protection, separation pay, and relocation allowances. Today, the amended agreement continues to protect the jobs of railroad men, and has served as an example to other industries where the possibility of plant shutdown or relocation enters into collective bargaining.

Reflections of the Washington Job Protection Agreement can be seen in the later findings of the Armour Automation Committee. This tripartite body, composed of representatives from the Armour Company and the two principal unions in the meatpacking industry, was established in 1959 to study the effects of plant closings.[1] As a result of shifts in the centers of production brought about by market changes and a desire to replace obsolete plants with modern plants located in livestock producing areas, Armour, for example, permanently closed six plants. These plants accounted for more than 20 percent of the company's total plant capacity. The immediate effect of these and other closures throughout the industry was the termination of 35,000 jobs.

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[1] The two unions, which merged in July 1968, were the United Packinghouse, Food and Allied Workers (AFL-CIO) and the Amalgamated Meat Cutters and Butcher Workmen of North America (AFL-CIO).

After extensive inquiries, the committee concluded that the plant closings created extreme hardships for the displaced workers who, handicapped by low educational levels and nontransferable skills, generally remained unemployed. The evidence available to the committee indicated that there was considerable and persistent age, sex, and racial discrimination in hiring in the communities where the plants had been located. Accordingly, the committee recommended the development of various job-income security arrangements, including measures such as advance notice of closure, retraining of employees with nontransferable skills, early retirement or voluntary layoff (to ensure that older workers have an opportunity to seek new jobs before the bulk of the work force is released in the job market), and relocation allowances. [2]

In the specific case of the closure of Armour's Oklahoma City plant in 1960, the committees devised an experimental interplant transfer plan (reproduced in full in appendix A), which relied heavily on the experiences and arrangements found in other industries, such as auto and glass manufacturing. The necessity to close obsolete plants which operate at the low end of the profit scale is not confined to the meatpacking industry. Several other industries (e.g., basic steel, chemical, machinery) have negotiated interplant transfer arrangements similar to the Armour plan.

Some of the interplant transfer plans have incorporated various relocation allowances to induce employees to move to new plants. Such an allowance permits employees to transfer who might otherwise be unable or unwilling to move because of the expense involved. Although negotiated primarily as an employee protection, a relocation benefit program may benefit the company also. Savings from greater efficiency and reduced unemployment compensation, separation allowances, and training expenses may more than offset the cost of the program. In a sense, a relocation allowance may be considered an investment of the firm, to be recovered over time through the services of the transferred employees.

Employees may lose many years of seniority and benefits based on length of service in addition to their jobs when a plant is closed. In the case of relocation, they may retain their jobs only by following the plant. If the plant movement is a result of a merger, the transferring workers and the workers in the receiving plant may come into conflict over rankings on seniority rosters or their prior rights to certain jobs. Plant shutdown or relocation also may affect the union's capacity to represent the workers as effectively as before or, indeed, the union's survival. Similarly, management's decision to close or modify an operation involves considerations that determine the company's ability to survive and remain competitive.

Thus, the decision to close or relocate a plant often has resulted in confrontation between management and the union in an attempt to resolve the conflicting issues of management flexibility and worker security. These disputes often have reached the National Labor Relations Board and the courts. The cases of Glidden, Darlington Manufacturing Company, and others have defined permissible employer conduct in plant movement situations. [3]

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[2] These recommendations appeared in the "Progress Report of the Automation Committee" (Armour and Company), June 1961.

[3] Zdanok v. Glidden Company, 288 F2d 99 (2d Cir.), cert. denied, 368 US 814 (1961). The Glidden Company closed its Elmhurst, N.Y., plant and opened a new plant in Bethlehem, Pa.

Employees laid off from the Elmhurst plant brought suit to retain their jobs, with seniority intact, in the new plant. Although the lower court rejected the employees' position, the Second Circuit Court of Appeals found in their favor, ruling that seniority rights were vested and therefore survived the expiration of a collective bargaining agreement. The Glidden decision, variously praised and condemned in industrial relations and legal journals, was overturned by the Second Circuit Court of Appeals on June 24, 1968, in the case of Local 1251 UAW v. Robertshaw Controls Company. (See Daily Labor Report, Bureau of National Affairs, July 10, 1968, pp. D-1--D-3.)

Textile Workers Union of America v. Darlington Manufacturing Company, 380 US 263 (1965). The Darlington Manufacturing Company of Darlington, S.C., closed its plant on November 24, 1956. Acting on charges filed by the union, the National Labor Relations Board ruled that Darlington, a subsidiary of Deering Milliken, Inc., closed in retaliation for the workers having elected representation by the Textile Workers Union of America 2 months previously.

The Supreme Court stated that ". . . when an employer closes his entire business, even if the liquidation is motivated by vindictiveness toward the union, such action is not an unfair labor practice." In the case of a discriminatory partial closing, however, it must be demonstrated that the closing was ". . . motivated by a purpose to chill unionism in any of the remaining plants of the single employer, and if the employer may reasonably have foreseen that such closing will likely have that affect." The case was remanded to the NLRB which ruled against Deering Milliken. The Board directed the company to place the Darlington workers on a preferential hiring list, in the event that mill might reopen, and to offer employment at other plants in the Deering Milliken complex. This decision was upheld by the Fourth Circuit Court of Appeals in June 1968.

For a review of the legal status of plant movement see Harband, Martin E., "The Duty to Bargain Before Implementing Business Decisions," California Law Review, October 1966, pp. 1749-1768.

In this report, the concept of a "plant" as a work location was used rather than the limiting sense of a building or complex of buildings found in certain manufacturing industries. Thus, all movements among different stores, offices, or mines were considered interplant transfers. Also, for purposes of this study, a plant shutdown has been defined as a complete cessation of production by an employer in a given facility. Plant relocation is defined as the termination of production followed by the opening of new or expanded facilities in the same or another location; the removal of major divisions or operations from one site to another to consolidate operations; company mergers with a subsequent realignment of operations among the plants of the surviving firm; or expansion through the addition of new facilities. A relocation allowance is defined as a payment, either to or for the employee, to defray all or part of the expenses of moving his permanent residence as a result of an interplant transfer.

Scope of Study

For this bulletin, the Bureau examined 1,823 major collective bargaining agreements, each covering 1,000 workers or more, virtually all agreements of this size in the United States, exclusive of those in railroad and airline industries and in government. These agreements applied to approximately 7.3 million workers, almost half of the total under collective bargaining agreements outside of the excluded industries. Of those, 4.2 million workers covered by 1,048 contracts were in manufacturing; and the remaining 775 agreements, covering approximately 3.2 million workers, were in nonmanufacturing. Virtually all of the contracts studied were valid in 1967. Nearly all of the clauses reproduced in this bulletin were in effect in 1967–68.

Clauses in this report were selected for quotation to illustrate either the typical characteristics of plant movement, interplant transfer, and relocation allowance provisions or the variety of ways in which negotiators have modified these clauses to meet their particular needs. Minor editorial changes were made when necessary to enhance clarity, and irrelevant parts were omitted where feasible. The clauses are numbered, and the agreements from which they have been taken are identified in appendix B. In appendix A, several provisions are reproduced in their entirety to illustrate how the various parts fit into the whole.

Related Studies

The plant relocation and worker transfer provisions studied in this report represent only one area of job security clauses in the collective bargaining agreement. Other provision studies already published by the Bureau which are relevant to job security include those on severance pay and layoff benefit plans (BLS Bulletin 1425-2), supplemental unemployment benefit plans and wage-employment guarantees (BLS Bulletin 1425-3), management rights and union-management cooperation (BLS Bulletin 1425-5), and training and retraining provisions (BLS Bulletin 1425-7). Other related topics, including seniority and layoff and recall provisions, will appear in future bulletins.

Chapter II. Plant Movement

Prevalence

Of the 1,823 agreements examined, 21.5 percent had clauses limiting plant movement as defined for purposes of this study (table 1). These provisions covered 2.9 million workers or slightly more than 38 percent of the total. Although manufacturing industries accounted for three-fifths of all agreements, only 25 percent included plant movement provisions. In nonmanufacturing, almost 17 percent of the agreements had plant movement provisions.

Plant movement provisions were found in 20 or more agreements in each of seven industries. Only two of these industries had a significantly higher frequency of provisions than the all industries prevalence of 21.5 percent—the apparel industry, where 43 of 55 agreements or 78.2 percent had these provisions, and the transportation industry which had 49 of 91 agreements or 54 percent.

Provisions that specify the protections available to employees when the location of an establishment has been changed represent a collective bargaining response to changes that are occurring within almost all industries. Apparel, for example, has been establishing new facilities rather than renovating old plants when instituting new production methods. Since the new facilities are frequently located outside the usual garment districts, the union and workers consider themselves plagued by runaway plants. To counteract this movement, the Ladies' Garment Worker's Union (ILGWU), long a dominant force in policing and stabilizing the industry, has negotiated contract provisions limiting the production area in an effort to retain its jurisdiction and to preserve job opportunities for its members. In the case of trucking, there has been a trend toward merger into larger firms and hence, more extensive and efficient terminals. The Teamsters have negotiated provisions safeguarding the status of workers transferred as result of consolidations of existing terminals and the opening of new ones. In contrast, contracts in the apparel industry were designed to limit plant movement itself.

Nine major unions accounted for over two-thirds of the agreements having plant movement provisions. Approximately one-third (271) of all major agreements negotiated by the nine unions included plant movement provisions as compared to a total prevalence of one-fifth for all the agreements in the study. These 271 contracts covered 2.3 million workers or 79 percent of the 2.9 million workers covered by agreements having plant movement clauses, considerably more than their proportionate representation (49 percent) of the workers under all major agreements.

	Total studied		Agreements having plant movement limitations	
	Agreements	Workers (in thousands)	Agreements	Workers (in thousands)
Total, all unions	1,823	7,339.2	392	2,873.1
Total, nine unions	764	3,654.9	271	2,277.3
Autoworkers	118	995.2	39	738.2
Clothing workers	19	165.3	12	143.3
Electrical workers (IBEW)	110	295.8	16	29.0
Garment workers (ILGWU)	42	257.0	36	242.8
Machinists	89	285.7	16	76.0
Meat cutters	50	142.8	19	66.7
Retail clerks	48	137.0	18	64.0
Steelworkers	120	587.8	42	430.7
Teamsters	168	748.4	73	486.6
Other	1,059	3,724.3	121	595.8

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

Among the nine unions were the Autoworkers, whose 39 plant movement provisions out of 118 agreements (33 percent) represented 74 percent of the workers covered by those agreements, and the Steelworkers, whose 42 out of 120 agreements (35 percent) represented 73 percent of their covered workers.

When the agreements were divided into groups according to size of bargaining unit, the proportion of agreements having plant movement provisions increased with the size of the bargaining unit. In the first two size groups, the proportion of agreements and workers were approximately the same. In the largest size group, however, the proportion of workers greatly exceeded that of agreements.

	Size of bargaining unit							
	Total, all units		1,000-4,999 workers		5,000-9,999 workers		10,000 workers and over	
Agreements	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0
Includes provisions	29.7	45.2	27.3	28.6	39.0	39.2	44.9	62.0
Without provisions	70.3	54.8	72.7	71.4	61.0	60.8	55.1	38.0

Limitations on Plant Movement

In the main, the purpose of clauses limiting plant movement is to safeguard the employment status of workers covered by the contract. However, there also are provisions which protect the union's jurisdiction in cases where companies merge, plants relocate, or new additions are built. Six industries, each having over 30 clauses, accounted for three-fifths of all provisions permitting plant movement subject to restrictions (table 1).

These included the two industries previously cited as generally having major clusters: Apparel, with 43 agreements; and transportation, with 49 agreements. Four additional industries were: (1) Transportation equipment (38); (2) food (38), especially meat products, where obsolete plants continue to be replaced by modern facilities, and dairy products where the number of plants is declining while plant size is increasing; (3) primary metals (32), where plant and equipment expenditures in recent years have been spent largely for the replacement and modernization of facilities; and (4) retail trade (35), where additional stores continue to be built, and either union or contract jurisdiction frequently is extended to the new facility.

Management Rights [3]

Employers have traditionally maintained that some functions which they consider essential to efficient plant operation are not negotiable. Virtually all agreements include "management rights" or "management prerogative" clauses which frequently enumerate functions to be exercised solely by the employer, but these may be modified in other sections of the agreements, as in most of the 392 discussed earlier. In 150 (8 percent) of the agreements examined for this report, management retained the right to move or relocate a plant unrestricted by any other provision in the agreement. There was a higher proportion of these clauses in manufacturing than in nonmanufacturing agreements, with concentrations in primary metals, electrical and nonelectrical machinery, and transportation equipment.

[3] A discussion of this subject also is included in Major Collective Bargaining Agreements, Management Rights and Union-Management Cooperation BLS Bulletin 1425-5, pp. 15-16.

Generally, the reservation of the right to move a plant amplified management prerogatives. The contract language emphasized the fact that the parties had agreed that this function was one that only the employer could exercise:

(1) Without intending by the language of this section to limit the functions and prerogatives of management or to define all of such functions and prerogatives, it is agreed that the following are the exclusive functions of the employer: . . . the right to decide the number and location of its plants, the creation of new departments and the elimination of existing departments in a plant . . .

(2) The union recognizes other rights and responsibilities belonging solely to the company, prominent among which is the right to decide the number and location of plants . . .

(3) It shall be the sole right of the company to diminish operations in whole or part or to remove a plant for operation or business of same or any part thereof, to any location as circumstances may require.

Notice and Participation Provisions

Slightly more than 30 percent of the agreements having these provisions stipulated that the union would be notified or would participate in a management decision to move a plant.

Industry	Total		Requirement applies to— Decision to close or relocate plant		Effects of shutdown or relocation	
	Agreements	Workers (in thousands)	Agreements	Workers (in thousands)	Agreements	Workers (in thousands)
All industries[1]	119	939.7	60	408.2	59	531.5
Manufacturing	104	895.4	52	392.3	52	503.1
Food and kindred products	16	68.1	15	65.8	1	2.3
Apparel and other finished products	18	196.4	16	186.4	2	10.0
Primary metals	24	362.4	-	-	24	362.4
Other manufacturing	46	268.6	21	140.3	25	128.3
Nonmanufacturing	15	44.3	8	15.9	7	28.4

[1] Excludes railroad and airline industries.

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

Notice and participation provisions represent a fundamental safeguard for both union and employer. In the event of a plant shutdown or move, the union is afforded an early opportunity to prepare for the effects of these decisions on workers. In designing negotiation and participation clauses, the parties have followed the example of similar provisions in the field of subcontracting.[4] This is not unexpected, since both plant movement and subcontracting issues, as well as many others, concern basic job security.

The clauses examined were divided equally into two groups: Those which specifically provided for notice of, or consultation about, plant movement decisions (60 agreements); and those which specifically involved the impact that these decisions might have upon the work force (59 agreements).

[4] See Major Collective Bargaining Agreements, Subcontracting BLS Bulletin 1425-8.

Industry	Total		Consultation, discussion, or bargaining		Periodic review	
	Agreements	Workers (in thousands)	Agreements	Workers (in thousands)	Agreements	Workers (in thousands)
All industries	59	531.5	35	282.6	24	248.8
Manufacturing	52	503.1	28	254.2	24	248.8
Nonmanufacturing[1]	7	28.4	7	28.4	-	-

[1] Excludes railroad and airline industries.

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

Among the 60 agreements dealing with the decision to move, 46 provided only that advance notice of plant movement would be given. (See above tabulation.) Two additional agreements combined advance notice with other forms of union participation in the decision. Advance notice clauses were typically worded as follows:

(4) It is agreed that the employer will give the union one week's written notice of his intention to cease operations, or to sell, transfer, or otherwise dispose of the business.

(5) . . . Further the company agrees to notify the union sixty days before it closes a plant on a unit thereof which would result in the permanent layoff of the majority of the employees in that plant or unit.

(6) Employer will not, without reasonable notice to the union, remove or cause to be removed from Andalusia, Alabama, its present plant or plants in Andalusia, Alabama.

To some extent, the prevalence of advance notice of movement decisions is understated. That is, it is implicit that agreements (59) providing for negotiation concerning the impact of the decision must necessarily provide advance notice of the decision. In some clauses, this relationship is stated in the following manner:

(7) It is understood and agreed that the company reserves the right to expand, limit, or curtail its operations, or to close down completely when the company considers it advisable to do so. In the event of any such change of major proportion, the union will be notified at once, and at the request of the union the company will meet with the union bargaining committee to consider the seniority provisions of this agreement.

(8) The company agrees to advise /the union/ promptly of any plans for a major transfer of operations into or out of its /plants/ and to institute negotiations with you promptly for the purpose of consummating an agreement with respect to the move as it may affect /plant/ and other employees of the company.

(9) The company will give the union at the division level a 60-day notice of its intentions to transfer and consolidate two or more area headquarters offices. The parties shall meet at the division level for the purpose of effectuating the provisions of this agreement and negotiating on matters not covered by the contract or this agreement. . . .

By the same token, it is implied that clauses providing for easing the impact of a decision to close or move a plant also must provide prior notice, although this may not be stated in the agreement.

The 14 agreements involving the decision to move assigned a more active role to the union than did those providing for notice only. Three of these required a discussion between the union and the employer.

(10) . . . The company's right to go out of business; to abandon territory; and to abandon the processing and packaging of a product withdrawn from distribution shall not be impaired . . . . However, such rights shall not be exercised until a conference is held with the union to discuss the necessity for such action.

The remaining 11 agreements, 10 in the apparel industry and 1 in leather products, required the consent of the union prior to an employer's relocating the plant or constructing additional facilities. The third illustration requires arbitration if the union withholds its consent to the move:

(11) The employers shall not remove their shops from the city where they are presently located, without the consent of the union.

(12) No member of the association shall move his inside shop from the premises where his shipping facilities, showroom and/or cutting department are located, without the consent of the union, nor shall any member of the association move his cutting department or his entire business to any point outside of the Boroughs of Bronx, Brooklyn, Manhattan, Queens and Richmond.

(13) In order to protect the regularity of employment of the workers employed by the respective members of the association, it is agreed that should a member of the association, during the term of this agreement, desire to establish or maintain an additional shop or factory or add any other facilities for the manufacture of work in operations covered by this agreement, in place or places other than its regular shop or factory, it shall first notify the union in writing of its intention and no such additional facilties shall be added unless it first secures the written consent of the union. In the event that the union shall fail to give such consent, the matter shall be deemed a dispute and shall be submitted to the impartial chairman for final determination in the same manner as any other dispute herein.

Many collective bargaining agreements include measures designed to soften the impact of plant shutdown or relocation on the workers. Subsequent sections of this bulletin discuss related issues such as interplant transfers and relocation allowances. Bulletin 1425-2 dealt with severance pay and layoff benefit plans whereas other bulletins in this series described training and retraining and subcontracting provisions.[5] In the present study, however, 59 agreements were found that provided for union-management negotiation or other administrative participation by the union intended to ease the impact of the planned shutdown or movement.

Industry	Total		Notice only		Consultation, discussion, or bargaining		Union approval or joint agreement	
	Agreements	Workers (in thousands)	Agreements	Workers (in thousands)	Agreements	Workers (in thousands)	Agreements	Workers (in thousands)
All industries	60	408.2	46	218.9	3	4.8	11	184.5
Manufacturing	52	392.3	38	203.0	3	4.8	11	184.5
Nonmanufacturing[1]	8	15.9	8	15.9	-	-	-	-

[1] Excludes railroad and airline industries.

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

Twenty agreements in the primary metals industry together with two each in the fabricated metal products and transportation equipment industries provided for a periodic review of contract clauses pertaining to shutdown or movement:

(14) The operation of this section [pertaining to plant closings, interplant transfer, relocation allowances, etc.] will be subject to periodic review by a joint committee, consisting of equal numbers of representatives of both parties (not more than three each), who shall meet periodically to review the operation of this section and to consider and resolve any problems that may arise from its operation. The company shall supply to such committee pertinent information relating to the operation of this section.

[5] See Major Collective Bargaining Agreements, Training and Retraining, BLS Bulletin 1425-7 and Subcontracting 1425-8.

The remaining provisions stipulated that the union would be consulted or that methods to ease the impact of the decision would be subject to discussion or negotiation. The issues to be discussed were not set forth, probably because the exact nature of the problems could not be anticipated:

(15) In the event of transfer of operations from one plant to another or shutdown of a plant causing permanent lay-offs, the company agrees to discuss the matter with the international union as soon as reasonably possible after the necessity of such transfer or shutdown has been determined, in an effort to work out the problem on a reasonable basis.

In other cases, however, negotiators have agreed on specific procedures in which to ease the impact, as reflected in clauses concerning transfers, preferential hiring, and moving allowances:

(16) The company also agrees that in the event a decision is made to completely and permanently discontinue either the foundry section or the machine shop section of Milwaukee Works, the union is reserving the right to re-open negotiations with respect to the transfer of employees from the discontinued section to the surviving section.

(17) If one of the plants covered by this agreement were closed, or if an entire department of that plant were closed, and the operations involved were then moved to some other plant operated by the company, the company would negotiate with the union upon its request to determine whether or not an equitable plan could be devised to give the employees who had performed the operations that were moved a preference to employment at the plant to which the operations were moved, and to transfer the employees' seniority to such new plant . . . .

(18) In the event that the company shall close any of its Muskegon plants, or portions thereof, and move them to new plants outside of the Muskegon area, the company agrees that it will notify the union as to the locations of such plants, the number of shop employees and skills required to operate such new plants, and employees within such numbers and having the required skills will be permitted to move to the new plant locations and carry with them the seniority which they have at the time of the closing of the Muskegon plants. The company will notify the union if it is necessary to employ people out of line of seniority to place such new plants in productive operations.

The company and the union will then review the number of persons and classifications so presented to the union by the company. This review will cover the number of persons losing their employment because of such plant closings and the work classification and experience of such persons.

The company will also meet with the union with reference to allowances for moving expenses, if any, for the employees displaced by the plant closings, and whom the company and the union agree are qualified to perform the work available at the new locations.

Other agreements (20) dealing with the impact of plant movement or shutdown decisions provided for advance notice. Advance notice provisions, either by themselves or in combination with other forms of participation, were found in 68 of the 119 union participation agreements. Advance notice could be sent to the union, posted on plant bulletin boards, or sent directly to the employees concerned. In some cases, more than one notice might be required; first, a general notice of future plant closing, and then a specific notice of layoff, as in the following:

(19) Whenever the company decides to close a plant, the company shall give notice of its decision to the employees concerned and to their representatives if any. Thereafter, as the company, in the course of such plant closing, no longer has need for the work then being done by any employee, his employment by the company may be terminated, subject only to compliance with the provisions of this section.

Each employee shall be given at least one week's advance notice of the specific date of his termination.

Of the agreements providing for advance notice of moves, about one-third were not specific as to a time period, requiring only that advance notice be given. The decision not to set forth precise time limits indicates that the parties did not consider a minimum advance notice time necessary, as the decision would be announced as soon as plans were final. In any event, preparations for a plant move would constitute a form of notice. Accordingly, the indefinite notice provision allows flexibility, and at the same time expresses the good faith intent of the employer to notify the union and workers of its decision:

(20) . . . Should the company, due to economic or other reasons, decide to discontinue any operation or portions of an operation it will notify the union in advance.

(21) Should the employer desire to expand and open additional factories, notice thereof shall be given by said employer to the union prior to the opening of such factories and an agreement shall be negotiated affecting such factories.

(22) The company shall notify the international union in advance of any plant closing. . . .

The remaining agreements stated the length of advance notice to be given. Time periods ranged from as little as 1 week—the equivalent of a layoff notice—to as much as 6 months in one agreement. The only noticeable clusters appeared at 1 month and at 90 days, the latter largely in meatpacking.

In terms of planning for plant movements, i.e., for negotiating and making adjustments to provide workers with some degree of protection, even a 1-month period puts urgent time pressure on management and union negotiators. It could be reasonably assumed that stipulated time limits are minimums, and the decision to move will be made known far in advance. The employer's argument for not giving more extended notice usually is based on the premise that workers will leave for other jobs before production ceases.

Period	Agreements	Workers (in thousands)
Total with provisions	68	333.4
Less than 3 months	25	144.2
More than 3, less than 6 months	21	106.1
6 months to 1 year	1	1.3
Unspecified	21	81.8

Occasionally, advance notice provisions will permit a waiver of the time limit, as in the following clause, when circumstances beyond management's control preclude meeting the notification requirement:

(23) The council member will notify the union two (2) weeks in advance of the actual closing of a store, unless the closing is caused by circumstances beyond the council member's control.

To assure the safe transmittal of notice, at least one agreement specified that the notice had to be written and sent by either registered or certified mail:

(24) The employer shall give the unions three weeks' prior written registered or certified notice of its intention to close permanently any store.

Although agreements that provided for union participation were equally divided between clauses involving a decision to move and those dealing with the impact of the move, some important differences showed up at the industry level. Industries that are characterized by a high degree of worker mobility or a relatively large number of small establishments tend to have clauses relating to the decision to move, as in retail food stores or in the apparel industry. In industries having fewer establishments and less mobility, such as primary metals, union participation clauses are more apt to deal with the impact of plant movement or shutdown (see tabulation, page 4).

Union Safeguards

Plant movement can have serious effects for the union as well as for workers. The decision to move or close a plant may mean the local union's extinction. More

commonly, the union's effectiveness is impaired through declining membership, income, and ability to adequately represent the remaining workers. Under these circumstances, the union seeks to negotiate safeguards for itself against the day that management may decide to move the plant.

Negotiated union safeguards take two distinct forms. First, there are clauses that provide for the existing contract to automatically cover any additional plant or any relocated facility:

(25) Should an employer covered by this agreement operate more than one establishment within the jurisdiction of the union, the additional establishments of the employer will automatically be covered by the terms and conditions of this agreement and the contract he originally signed will be extended to cover such additional establishments.

In an establishment where the bar licensee leases the food concession to any other person, the bar licensee shall be responsible for all of the terms and conditions of this agreement for employees hired by such other person.

The union thereby extends the existing agreement to new locations. The second form extends the union's jurisdiction, but not necessarily the collective bargaining agreement, to the new or relocated plant provided the move is within a specified distance or area:

(26) The company recognizes the union as the sole bargaining agent for its members employed at the company's plants at . . . Philadelphia . . . and Downingtown, Pennsylvania, and any plants that may result from the relocation of either of those plants or parts of them to locations within an area of thirty-five (35) miles of Philadelphia, Pennsylvania.

(27) In the event the /company/ occupies a new manufacturing facility established and staffed as a part of its operation by the /present/ plant for the production of the same or similar products as those produced at the present location listed and covered by this agreement, which newly occupied facility is located in /this/ county, . . . then this agreement shall not apply, but it is agreed to recognize the union as the collective bargaining agent at such newly occupied facility.

The second approach recognizes that the new work processes may be sufficiently different from the old to require a separate agreement. This arrangement preserves the union's rights, and at the same time allows flexibility in dealing with the particular working conditions.

About one-half (193) of the agreements permitting plant movement contained union safeguard clauses. There were, however, five agreements that specifically banned extending the collective bargaining agreement to a new location:

(28) Any rights granted or acquired by employees or by the union under this agreement during its life shall have no application beyond the term of this agreement or any renewal thereof or in any plant in which this company may be interested or in any location other than the /present/ plants.

Provisions that extended the agreement to a new location by far outnumbered those stipulating that only union jurisdiction would follow.

Agreements having union safeguards were found to apply to all types of plant movement situations. They involved plant relocation, either through consolidations and mergers, or the closing of an existing plant followed by its replacement with a new one, as well as the erection or acquisition of a new facility which would operate in addition to existing plants or stores.

Although the number of union safeguards was about evenly divided between manufacturing and nonmanufacturing industries, there were more safeguards applicable to relocation in manufacturing, and more applicable in the establishment or acquisition of additional units in nonmanufacturing. This allocation of provisions among manufacturing

and nonmanufacturing industries results from the differing character of plant movement problems in these major divisions. In manufacturing, the problem is largely one of relocating production facilities. On the other hand, nonmanufacturing totals were largely influenced by the transportation industry, in which extension of truck lines and erection or acquisition of additional terminals are involved; and by retail trade, in which new stores are opened to meet an expanding and shifting population.

Although there were a number of union safeguards that were covered in separate contract provisions, the safeguard was as likely to be included in a standard contract clause having a scope broader than plant movement. In particular, the successors and assigns clause has yielded union protection language such as the following:

(29) This agreement shall be binding upon the successors and assigns of the company, and no provisions, terms, or obligations herein contained shall be affected or changed in any respect by the consolidation, merger, sale, transfer, or assignment of the company, or affected or changed in any respect by any change in the legal status, ownership, or management of the company, or by any change geographically by or otherwise of the location of the company's business in respect to the company's Fort Worth, Texas, plant.

In other contracts, the recognition clause was used to extend the agreement to newly constructed or acquired facilities.

(30) The company agrees that it will recognize the union as the exclusive collective bargaining agency for similar employees represented by the union in any other of the company's mines and mills hereafter acquired or operated in St. Francois, Madison, Washington, Iron, Crawford and Reynolds Counties in the State of Missouri and when so recognized at any other of said mines and mills, this agreement shall be deemed amended to include such other employees as of the date of recognition with such appropriate changes because of the nature of operations as may be agreed upon.

(31) The employer recognizes and acknowledges that the union is the exclusive representative of all employees in the classifications of work covered by this agreement for the purposes of collective bargaining as provided by the National Labor Relations Act.

This provision shall apply to all present and subsequently acquired operations and terminals of the employer. . . .

The provisions of this agreement shall apply to all accretions to the bargaining unit including but not limited to newly established or acquired terminals, consolidations of terminals, etc.

Most provisions assured the transfer of the entire agreement to the new plant. There were, however, occasional clauses which either provided for the extension of only a part of the contract, or specified one agreement provision to emphasize its particular significance. For example, the first clause below does not extend the entire agreement to another facility under contract with the union. Instead, it guarantees that the general wage structure (but not the level of pay) will be transferred. The second clause extends existing benefits to transferred employees and underscores the carry-over of seniority:

(32) Where hereafter a shop actually or virtually closes down, and transfers any of the operations from that shop to another shop with which this local union has a collective bargaining agreement, or where an occasional operation is transferred to such a shop, the general wage structure for such operations shall follow the operations, and the shop to which the operations are transferred shall be bound by such general wage structure. This shall not necessarily require the same hourly or piece rate.

(33) When an employer establishes a new location within the geographical jurisdiction of the union, and recruits part of the crew from one of his places of business already under agreement with the above-named union, all rights as to seniority and as to other provisions of this agreement shall apply to such employees.

Earlier illustrations in this section indicated that union safeguards were subject to certain geographical limitations. For example, there were clauses which extended the contract only within the area of the union's jurisdiction. Other clauses described territorial or mileage restriction on the union's jurisdiction or agreement coverage. Within these geographical limits, union control continued and, presumably, work opportunities

were retained for union members. Beyond the prescribed mileage or territorial limits, union jurisdiction or agreement coverage did not prevail. Some provisions described the interaction of contract coverage and union jurisdiction with mileage or territorial limitations in some detail:

(34) Should the employer desire to expand its operations to other locations or open additional shops, written notice thereof shall be given by said employer to the union prior to the expansion or opening of such shops and such shops shall be operated under all the terms and conditions of this agreement . . .

(35) If prior to June 30, 1968, the employer shall physically move substantially its entire operation now located at Brooklyn, New York, and the local annexes thereto to a location which is:

(1) Over 50 miles measured in an airline from Brooklyn, New York; this contract and the union representation thereunder (if still in effect) shall thereupon not apply at such new location . . . .

(2) Not over 50 miles measured in an airline from Brooklyn, New York; this contract and the union representation thereunder (if still in effect) shall extend to such new location . . . .

Union safeguards may be subject to waiver under certain conditions, such as potential conflict with law or the presence of another union at the new plant:

(36) . . . In any such plant hereafter constructed or acquired within the above radius of 75 land miles, the company agrees to recognize (the union) as the bargaining representative for such employees, if it is not illegal to do so.

(37) In the event during the effective period of this agreement or any extension thereof, the employer opens or acquires a new plant or plants in the State of Florida and should such plant or plants be brought under the centralized control of the employer with respect to labor policies, wages, accounting, personnel and general policies, this agreement shall apply to such plants if they are engaged in activities similar to those now conducted by the company. This paragraph shall be without effect if its application will violate any law or if the employees in the said plants have been certified by the N. L. R. B. to another collective bargaining representative.

Two provisions similarly waived the safeguard in the event that bargaining rights in the new plant were held by another union. However, in the first, the contract would follow as soon as the agreement with the other union expired. The second contract stipulated that the waiver did not prevent the union from petitioning for a representation election:

(38) The parties further agree that, should the employer acquire, establish or operate an additional store or department within the present geographic jurisdiction of the union, this agreement shall apply to the retail store employees and office clerical employees as defined above employed in such store or department; provided that in the event the employer acquires or operates any such additional store or department, the employees of which are covered by a collective bargaining agreement with another union, this section shall not apply to the employees of such store or department until the expiration of such collective bargaining agreement.

(39) This agreement shall apply to all plants operated by /the/ division of /the/ corporation and upon the removal of any plant, department, or division operated by /the/ division of /the/ corporation to another location where such operations are continued by it, or upon the acquisition of any new plant operated by /the/ division, all the employees affected shall be given or offered employment in the new location or place according to their seniority and placed in the same status in regard to pay, wages, hours, and other working conditions as before said removal occurred, and such new plant operated by /the/ division shall be covered by all the terms and conditions hereof. The provisions of this section shall not apply to any plant acquired by /the/ division which has a collective bargaining agreement with another union but the union shall not be precluded from petitioning the National Labor Relations Board for the right to represent the employees in such plant. Also, the provisions of this section shall not apply to any plant at which the National Labor Relations Board certifies another union to be the collective bargaining representative of the employees.

Three of the agreements stipulated that the employer could not relocate the plant to evade the collective bargaining agreement:

(40) It is further agreed that the employer shall not change the . . . location of his equipment . . . for the primary purpose of obtaining more favorable wages or working conditions than those prevailing in this contract.

These represented a contractual effort to prevent runaway shops in the same sense that previously cited agreements required union consent before the employer could move his plant.

Workers Safeguards

There were a number of limitations upon plant movement which were specifically directed toward the protection of currently employed workers. Some were designed to forestall or to restrict plant movement, thereby safeguarding existing work opportunities for present employees. Others were concerned with protecting work and income of employees who remained employed, but who had to transfer to a new location to do so.

Among those clauses attempting to forestall or restrict plant movement, five permitted the employer to expand his operations by opening an additional plant only if present employees were fully supplied with work, or if the expansion would not reduce employment or hours of work.

(41) It is understood that the company may expand or add to its existing facilities or establish new facilities when the employees at its existing facilities are supplied with work.

(42) Should the employer desire to expand and open additional shops, notice thereof shall be given by said employer to the union prior to the opening of such shops and such shops shall be operated under all the terms and conditions of this agreement. In no case, however, shall the operation of such shops result in reducing the work or the number of workers at present employed in the shops to which this agreement is now applicable.

These provisions were concentrated in the apparel industry. They bore a marked similarity to clauses barring subcontracting that would result in layoffs or failure to rehire unemployed workers.

Apparel contracts accounted for over one-half of the provisions restricting plant movement to stipulated geographical areas.

Industry	Total		Mileage		Territorial		Fare zone		Territorial and fare zone	
	Agreements	Workers (in thousands)	Agreements	Workers (in thousands)	Agreements	Workers (in thousands)	Agreements	Workers (in thousands)	Agreements	Workers (in thousands)
All industries	60	373.1	10	29.5	28	179.4	20	147.4	2	16.8
Manufacturing	57	362.8	8	21.0	27	177.5	20	147.4	2	16.8
Apparel and other finished products	35	297.8	-	-	17	157.4	16	123.3	2	16.8
Other manufacturing	22	65.2	8	21.0	10	20.1	4	24.1	-	-
Nonmanufacturing [1]	3	10.2	2	8.5	1	1.8	-	-	-	-

[1] Excludes railroad and airline industries.

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

These provisions also are intended to preserve work opportunities for the currently employed, but the method of achieving this goal differs from that of previous provisions, The method, however, is identical to the means adopted to limit the extent of an agreement's transferability or the extent of a union's jurisdiction in plant movement.

As a rule, these clauses were declarations that the plant would not be located beyond a designated area or fare zone. Territorial provisions were the most frequent, although territorial, fare, and mileage standards often appeared in combination.

(43) No member shall remove its present factory or factories beyond 60 miles from the limits of New York City.

(44) During the term of this agreement, no member of the association shall move his factory or cutting department, if it be located within the City of New York, to any place outside of the five boroughs of the City of New York, and, if it be located outside of the City of New York, to any place which is more than 20 cents fare distant from its present location.

(45) No member of the association shall, during the life of this agreement, move its factory or factories beyond the fifteen cent fare zone.

There were two interesting modifications of geographic provisions. The first identified the territorial zone in which movement was permissible in terms of the local union's jurisdiction.

(46) The company agrees for the term of this agreement not to remove its manufacturing operations from the area of /the local union/ and to continue to manufacture within the area of /the local union/, and the company, including any affiliates or subsidiaries, agrees that it shall not establish or operate a plant for production of ice cream or frozen dessert products outside of /the local union/ area for sale or distribution of such products in the metropolitan area . . . .

The area of /the local union/ shall be New York City and Nassau and Suffolk Counties in the State of New York.

The second, although placing a mileage limit on plant movement, also provided workers with a supplemental carfare allowance to cover extra transportation to the new location within the mileage limit. The daily supplement was to continue for the contract's duration:

(47) Each employer agrees that it will not move its plant from the present location beyond a reasonable area not to exceed 90 miles from Columbus Circle, New York. In the event that an employer moves to a new location within said 90 mile area, the following shall apply. . . .

The employer shall reimburse employees who elect to work at the new location for additional daily carfare occasioned by the removal of the plant for at least during the term of the existing agreement.

There also were a few clauses which modified the geographic restriction by providing waivers of mileage fare and territorial rules. For example, one agreement allowed plant movement beyond the stipulated mileage providing there was no employment reduction at the present facility:

(48) No employer, however, shall be permitted to remove its plant beyond a radius of forty-four (44) miles from Grand Central Station, New York City.

Notwithstanding the foregoing provision however, there shall be no restrictions as to the geographical areas in which an employer may establish branches, and move part of its machinery or equipment as may be required. In such event however, no work shall be removed from the present plant to such branch or branches which will cause the lay-off of employees at the present plant, where such employees laid off would otherwise normally have performed such work.

One clause permitted the employer to move outside the specified fare zone under "extraordinary circumstances:"

(49) No member of the association shall move its shop from its present location to any place beyond which the public carrier fare is more than thirty (30) cents. Exceptions may be made by special agreement with the union under extraordinary circumstances when it is impossible to obtain new factory quarters within this zone, but the making of any such exceptions shall not be contractually obligatory upon the union.

Another, between an association of leather goods manufacturers and a union, required the consent of both parties before a member company could move its plant beyond the fare zone.

(50) No employer shall, during the term of this agreement, move his shop or factory from its present location to any place to which the public carrier fare is more than fifteen (15) cents.

It is further provided that under special circumstances, an employer may move his shop or factory from its present location to a place to which the public carrier fare is more than fifteen (15) cents but not more than thirty (30) cents, provided however, that such employer, prior thereto, makes application for and secures the written joint consent of /employer and union representatives/ to such removal. Such joint consent shall not be granted unless the applicant proves the necessity therefor.

Once a plant is moved, union concern shifts from maintenance of job opportunities to easing the impact upon workers affected by the relocation. Workers who did not choose to move with the operation or plant or who were designated surplus might have available an array of alternatives from which to choose, including SUB, election to remain on layoff separation pay, and early or full retirement. Not all agreements provide for every alternative.[6] For those who transfer, however, there is concern over relative seniority status upon transfer, income protection, and the guarantee of comparable jobs. These are to be studied in detail in the chapter on interplant transfer provisions. They are discussed here only to the extent that plant movements are involved.

Seniority

Seniority is a major determinant used by the parties to measure the relative standing that will be accorded employees required to move to another plant, as well as that of workers in the receiving plant. A comprehensive discussion of the rationale and effects of these decisions is provided in Chapter III.

Somewhat less than one-half of the 392 agreements premitting plant movement referred to the seniority status of workers transferring to the new location.

Seniority status	All industries		Manufacturing		Nonmanufacturing[1]	
	Agreements	Workers (in thousands)	Agreements	Workers (in thousands)	Agreements	Workers (in thousands)
All arrangements	181	1,842.9	109	1,250.5	72	592.4
Full seniority	73	818.6	55	752.3	18	66.4
Partial seniority	30	246.0	24	222.5	6	23.6
New employee status	11	118.3	5	17.1	6	101.2
Varies with circumstances	57	517.3	15	116.0	42	401.3
Subject to negotiation	10	142.7	10	142.7	-	-

[1] Excludes railroad and airline industries.

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

At one extreme were those provisions that withheld seniority from transferred workers:

(51) Present division employees shall carry no seniority rights to the new location but will be given consideration (in the order of their seniority) if they wish to apply for jobs at the new location. If an employee accepts a job, he shall be subject to the wages, fringes, hours, and working conditions applicable at the new location.

There were other agreements that guaranteed workers full seniority in the relocated plant. The transfer of full seniority was applicable in virtually all plant movement situations, including movement of part of the plant through a transfer of operations:

[6] As noted earlier, several of these subjects are discussed in other chapters of this bulletin.

(52) In the event of a transfer of an operation from one plant to another plant . . . providing both plants are covered by this agreement, an employee who is offered and accepts a transfer with the operation shall carry the seniority to the new plant which he had at the old plant.

The foregoing rule shall also apply in the event of a partial transfer of an operation to a new plant from an old plant which may be closed or continued on a reduced employment basis. It shall not apply however, to partial transfers of operations incident to adjustments in production schedules or changes in the products at any location.

(53) Employees who are displaced because of the discontinuance of operations or departments will, whenever practicable, be transferred to other jobs at the rate for the job to which they are assigned without loss of seniority.

In some agreements, workers could move to the new facility without any seniority loss when their plant was relocated or reorganized:

(54) In the event the division's Fairless Hills Plant is closed and its trailer assembly operation is moved to a new trailer assembly facility operated by the division, the employees of the Fairless Hills Plant will be given the opportunity to transfer to the new facility and take their full seniority with them.

The transfer of date-of-hire seniority is not to be construed as the extension or transfer of this agreement in whole or in part to a new facility.

In establishing an additional plant or facility, full seniority rights also may follow the workers:

(55) When hiring employees at a new plant that is covered by the National Production and Maintenance Agreement dated September 22, 1964, the corporation will offer work opportunity to employees who are then on lay-off due to the permanent closing of the plant in which they have seniority. Employees placed pursuant hereto shall start work in the new plant with the seniority they had at the closed plant, and their seniority at all other plants will be terminated. For purposes of this letter, a plant will be considered a new plant for twelve (12) calendar months following the start of regular production.

In a number of provisions, the worker affected by plant movement would have one or more alternatives to transferring, as in the following illustration:

(56) Should the company close its operations in the greater Chicago area or move them out of this area, employees shall have the right to move to the new location at the same . . . pay or to receive lay-off pay under the terms of this article.

Falling between the extremes of no seniority and full seniority were two additional approaches which, in differing degrees, accounted for the interests of workers transferring to and those already in the receiving plant. The two arrangements appeared together in almost one-half (87) of the agreements, a greater number than those provisions providing for full seniority but affecting fewer workers. The first provided partial seniority to transferring workers. Rather than new employee status, the transferred worker retained his length of service for various fringe benefits but lost it for competitive purposes:

(57) In lieu of severance allowance, the company may offer an eligible employee a job, in at least the same job class for which he is qualified . . . . If the employee accepts such other employment, his continuous service record shall be deemed to have commenced as of the date of the transfer, except that for the purposes of severance allowance and for purposes of vacations his previous continuous service record shall be maintained and not be deemed to have been broken by the transfer.

Typically, these clauses specified that transferred workers would be placed at the bottom of the seniority list for competitive purposes but would retain seniority for benefits, as in the illustration:

(58) When a plant . . . is closed and the work transferred to another plant covered by this agreement, employees working on that operation may transfer to such plant and shall be hired before new employees are hired at that plant. However, the employees shall go to the bottom of the seniority list at that plant and shall have the right of job selection, lay-off and recall only in accordance with their seniority at that plant. The employees shall retain their company service for fringe benefit purposes.

Occasional provisions were found to permit application of full seniority in some competitive areas, apparently differentiating among sensitive issues according to past experience:

(59) When a branch, terminal, division or operation is closed or partially closed and the work of the branch, terminal, division or operation is transferred to another branch, terminal, division or operation in whole or in part, an employee at the closed or partially closed down branch, terminal, division or operation shall have the right to transfer to the branch, terminal, division or operation into which the work was transferred if regular work is there available. Such employee, however, shall go to the bottom of the seniority board and shall have the right of job selection only in accordance with his seniority at such terminal. However, he shall exercise his company seniority for lay-off purposes and all other contract benefits.

The second seniority arrangement, accounting for the remaining 57 agreements, tailored seniority status in the receiving plant to a variety of circumstances. Most clauses of this nature were encountered in trucking agreements.

(60) Merger

When two or more companies merge their operations then the employees of the respective companies shall all be placed on one seniority roster in the order of the earliest date of hire of each of the employees with their respective employer.

Acquisition or Purchase

When one company acquires or purchases control of the business of another company . . . then the employees of the company so acquired or purchased shall be placed at the bottom of the acquiring or purchasing company's seniority roster in the order of their payroll or company seniority with the former company. If the employer requires additional men he shall give preference to the employees of the former company for a period of 150 working days after the date of purchase.

(40) In all consolidations of branches or plants of one company under contract with [the local union], seniority shall be merged. 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 nonunion 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 the local union.

In recognition of the fact that seniority status is a complex and sensitive issue, 10 agreements deferred settling seniority problems until workers were scheduled to transfer to new plants or departments. Thus, the agreements protect worker seniority, but remain flexible enough so that seniority issues can be considered on a case by case basis.

(61) When it becomes necessary to establish new departments or consolidate existing departments or portions thereof or move operations from one department or plant to another department or plant, the company and the union shall mutually agree in writing as to the status and seniority rights of the employees affected.

(17) If one of the plants covered by this agreement were closed . . . and the operations involved were then moved to some other plant . . ., the company would negotiate with the union upon its request to determine whether or not an equitable plan could be devised to give the employees who had performed the operations . . . a preference to employment at the plant to which the operations were moved, and to transfer the employees' seniority to such new plant . . . .

Job and Income Protection

Beyond the fundamental considerations of retaining a job and preserving seniority status, workers who remain employed shift their concern to the protection of job levels and income. The clauses cited below illustrate how negotiators have bargained for equivalent jobs and pay. The practice of protecting job levels and pay, of course, can be accomplished informally without reducing existing practices to contract language.

Provisions may assure the worker a "comparable" job, work in the employee's respective "occupational classifications," "related work," or the "highest rated" job that the employee could perform:

(62) In the event the company moves its Ithaca plant to a new location within a 50-mile radius, it shall first offer its empfloyees the right, on a seniority basis, to accept comparable jobs which are available and jobs employees are capable of performing at the new location.

(63) It is agreed by the [company] and the [union] that if the . . . plant is closed permanently and moved to another location, the seniority of . . . plant employees shall transfer to the new plant on related work or on work previously performed, based on ability to do the work efficiently.

(64) In the event the employer constructs a new plant that will affect the employment status of employees in the employer's plant or plants comprising the bargaining unit, such employees shall be given preferential employment rights for the highest rated job the employee is capable of performing . . . .

Transfer to comparable jobs, of course, represents some wage level guarantee. However, other provisions were more direct, specifically stating that the transferring worker would receive the same pay:

(39) . . . upon the removal of any plant, department, or division operated by [the company] to another location where such operations are continued by it, or upon the acquisition of any new plant operated by [the company] all the employees affected shall be given or offered employment in the new location or place according to their seniority and placed in the same status in regard to pay, wages, hours, and other working conditions as before said removal occurred. . . .

If the wage rates at the new plant were lower, one agreement provided that the worker would receive the top rate of the equivalent job in the receiving plant:

(65) An employee who accepts such offer will be paid at the new location at the rate of pay he is then receiving; provided, however, that if such rate is higher than the top rate being paid in the new plant for such job he will be paid at such top rate.

Another agreement guaranteed the old rate of pay for a time period related to seniority, after which the new plant rate would prevail:

(66) In the case of abolition, combination or permanent reduction of a department or the permanent reduction of personnel in a job, the persons permanently transferred shall have their job rate continued according to the following schedule unless the rate of the job is higher, then they shall receive the higher rate:

Seniority	Job rate to be continued for
Less than 3 years	0 weeks
3 but less than 5 years	6 weeks
5 but less than 10 years	13 weeks
10 but less than 20 years	26 weeks
20 years and over	52 weeks

Enforcement of Plant Movement Provisions

In the absence of a specific agreement provision, the contract's grievance and arbitration procedures may be employed to resolve disputes over the interpretation and application of plant movement clauses.[7] Fifty agreements, however, made reference to enforcement and consequently permitted some insight as to how negotiators dealt with possible disputes over sensitive plant movement issues.

Industry	Total		Grievance and arbitration		Exclusion from agreement's enforcement procedures		Other	
	Agreements	Workers (in thousands)	Agreements	Workers (in thousands)	Agreements	Workers (in thousands)	Agreements	Workers (in thousands)
All industries	50	549.9	45	539.0	3	8.4	2	2.6
Manufacturing	46	525.4	42	516.4	2	6.4	2	2.6
Nonmanufacturing [1]	4	24.5	3	22.5	1	2.0	-	-

[1] Excludes railroad and airline industries.

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

In 47 agreements, plant movement disputes were explicitly listed as being within the scope of the grievance procedures. One-half of these clauses appeared in primary metals agreements and generally involved the Steelworkers. In the case of seniority in interplant transfers, local steel agreements offered a possible settlement between the international union and the company as an alternative to arbitration.

(67) 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.

Of the 47 provisions that involved the enforcement of plant movement clauses, 45 specified that grievance procedures could be invoked to settle disputes. Differences subject to the grievance procedure were divided between those involving the decision to move, and those concerned with enforcing job security provisions protecting workers after the decision finally was reached.

In the following clause, the decision to close a plant might be arbitrated at the employer's request:

(34) The employer may close a shop, or a department thereof, in whole or in part, temporarily or permanently, because of good and sufficient reasons. If the employer so wishes to close a shop or a department thereof it may, if it desires, submit such matter to arbitration prior to actually taking such action.

The clause, by itself, provided little protection for the workers. On the other hand, additional sections of the agreement provided protection by restricting an employer to relocating his closed plant to areas "reasonably accessible" to a majority of his workers.

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[7] This is the position taken by the U.S. Supreme Court in a landmark case involving the Steelworkers and the Warrior and Gulf Navigation Company, 363 U.S. 574. The majority opinion concluded that there would have to be forceful evidence for a court to deny arbitration, and that doubts should be resolved in favor of arbitration.

A third agreement provided that disputes involving plant movements would go to an impartial umpire for a final decision:

(50) . . . However, should there be a disagreement . . . concerning the issue, then said issue shall be treated as a dispute under the agreement to be submitted to the impartial chairman or arbitrator named in the agreement, but the employment shall not remove the shop or factory unless and until the impartial chairman renders a decision permitting such removal.

As in the primary metals industry, provisions in those industries invoking grievance procedures on matters affecting the job security of workers in plant movement, etc., involved seniority. The following is typical of three Northern New Jersey Teamster contracts:

(68) If a dispute arises concerning the interpretation or application of the foregoing provisions dealing with seniority, then the subject matter of such dispute may be taken up by the aggrieved party with the arbitration authority under this labor contract.

The dispute under arbitration could also concern the application of seniority to preferential hiring:

(69) Employees of the /two/ plants . . . affected by a transfer of operations shall be given first opportunity to fill the jobs at any new facilities or locations of the company covered by this agreement. Selection and assignment of employees shall be made by the company in accordance with /the seniority article/, and any difference which may result shall be settled through the established grievance procedure.

The following clause permitted arbitration of any contract language covering workers' security (i.e., transfer rights, seniority protection, bumping rights, and severance pay), although the decision to move was excluded:

(36) Any dispute as to the application of this article shall be subject to the grievance procedure and to arbitration, but not the company's decision to . . . transfer operations or equipment.

Another provision, this one involving the decision to relocate, allowed the union to strike or to seek injunctive relief and damages as well as to invoke arbitration over the question of "affiliation or merger between union shops:"

(70) . . . Notwithstanding the provisions of paragraph 29 /Adjustment of Disputes/, and in addition to the remedies provided in said paragraph, or elsewhere in this agreement, the union shall be entitled to relief, including injunctive relief in an action at law or in equity, restraining any of the employers and/or his or its partners or officers or principal stockholders, from so removing his location, or from continuing to operate at the new location or from affiliating or from continuing such affiliation, or in any other manner or otherwise violating any of the provisions of this paragraph. It is agreed that one element that shall enter into the measure of damages for any violation of this paragraph shall be the amount of pay that such employer's employees would have earned, but for said violation, for the balance of the contractual period, based upon their average earnings during the six months prior to such violations, less any sums that the employees may have earned. It is agreed that the workers may cease their work either individually or collectively at any time that their employer fails to observe the provisions of this clause in absolute good faith, and that such cessation of work, whether individually or collectively, shall not be deemed to be a breach of this contract on the part of the union or of the workers. If the union and any employer cannot agree on a question of affiliation or merger between union shops, then the issue may be submitted to the arbitrator.

Chapter III. Interplant and Intercompany Transfers

Prevalence

Almost one-third of the 1,823 major collective bargaining agreements examined made some provision for protecting covered workers required or requesting to transfer to another plant or company (table 2). These transfer provisions covered 3.4 million workers; 47 percent of the total under all major agreements. In a dynamic economy, the movement of workers among plants, for a wide variety of reasons, is a continuing process. However, where the incidence is low, arrangements for the transfer are generally the results of informal or ad hoc discussion between the representatives of management and labor. Consequently, the measures of prevalence used in this report understate the protection that is available to workers whose employment site is moved.

Except for the contract construction industry, in which the concept of a physical plant is not applicable, and where workers normally are employed by several employers in the course of a year, transfer provisions were included in agreements negotiated in each major industry. Transfer provisions in agreements are found most frequently in industries that characteristically include multiplant establishments. Three out of five interplant transfer clauses were found in agreements in manufacturing; primarily in food and kindred products (52), primary metals (51), and transportation equipment (56). In nonmanufacturing, a majority of the key agreements in transportation (56), communications (67), and utilities (47) contained provisions of this nature. These six industries provided employment for 3 out of 4 workers covered by these provisions, but only two-fifths of all workers covered by the total major agreements studied. The inclusion of contract provisions frequently represent a reaction to a current situation that required the parties' attention. The six industries have been experiencing continual technological change and the rearrangement and expansion of production facilities. This situation produced a high concentration of interplant transfer clauses.

The largest proportion of agreements having transfer provisions (78 percent), and workers covered by these provisions (75 percent), were negotiated by single employer units operating two plants or more. Proportionately, these measures were considerably higher than the ratio they represented of all major agreements examined. Excluding construction, less than 27 percent of the agreements negotiated by multiemployer units [8] included these provisions, compared with 40 percent for employers bargaining on their own. This percentage indicated the reluctance or relative difficulty of administering programs which involve transfers between firms. Almost two-thirds of the multiemployer agreements containing interplant transfer provisions, however, provided for intercompany transfers.

The adoption of rules governing transfer rights are of particular importance in companies whose plants are located in a number of States. Although only slightly over one-half of the inter- and intra- regional agreements included transfer agreements, their coverage of 70 percent of the workers indicated that these rights were more readily agreed to by the larger employers.

Eighty-three national and international unions were collective bargaining representatives for the 3.4 million workers covered by interplant transfer provisions. However, only eight unions had affiliates which together had negotiated 20 contracts or more having these provisions.

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[8] Multiemployer units, as used in this study, include (1) groups of employers, typically small units which have combined to form an association for bargaining purposes, and (2) companies signatory to so-called "form" agreements.

Unions	Number of agreements studied	Agreements having provisions for interplant transfer: Number	Agreements having provisions for interplant transfer: Percent of total studied
Total, all unions	1,823	586	32.1
Teamsters (Ind.)	168	73	43.5
Steelworkers	120	63	52.5
Auto workers (Ind.)	118	70	59.3
Electrical (IBEW)	110	43	39.1
Machinists	89	26	29.2
Meatcutters	50	24	48.0
Communications workers	49	41	83.7
Retail clerks	48	20	41.7

Over one-half of the major agreements negotiated by three national unions, and over two-fifths of those negotiated by three other unions made some provision for transferring workers among plants. Another indication that it is the larger employer units which provide this protection is the relationship between the proportion of contracts having these provisions and the number of workers covered by them. The two measures also indicate that it is the larger unions that are able, or because of the situation in the industry believe there is a need, to negotiate this protection. Thus, although slightly under 60 percent of the Auto workers agreements contained transfer provisions, the workers covered by these provisions represented almost 90 percent of the total. Each of the other unions listed also reported a higher proportion of workers covered than agreements having these provisions. In six unions, the number of workers affected by interplant transfer provisions exceeded 100,000 each.

Unions	Number of workers under all agreements studied (in thousands)	Workers covered by interplant transfer provisions: Number (in thousands)	Workers covered by interplant transfer provisions: Percent of total studied
Total, all unions	7,339.2	3,444.8	46.9
Auto workers (Ind.)	995.2	871.6	87.6
Teamsters (Ind.)	748.4	498.5	66.6
Steelworkers	587.9	481.7	81.9
Communications workers	345.5	318.5	92.2
Electrical (IBEW)	295.8	127.9	43.2
Machinists	285.7	166.8	58.4

Worker coverage of interplant transfer provisions was distributed among broad occupational classifications as follows:

Occupational group	Number of major agreements studied	Agreements having interplant transfer provisions: Number	Agreements having interplant transfer provisions: Percent
Total[1]	1,823	586	32.2
Plant workers	1,619	479	29.6
Professional and/or technical	54	14	25.9
Clerical	147	93	63.3
Sales	89	48	53.9

[1] Nonadditive: A number of agreements cover more than 1 occupational group.

Transfer provisions for blue-collar workers, although not a recent innovation, are not nearly as prevalent as those for clerical and salesworkers. It is probably only

in the last decade that they have approached the degree of protection that has been available to many groups of white-collar workers. The low proportion of interplant transfer provisions for professional and technical workers probably reflects a carry-over of corporate policy, without reduction to contract language, from the organized group to the unorganized workers in these occupations.

Interplant Transfer Rights

Among other factors (e.g., length of service, employee qualification), interplant transfer rights vary with the conditions which trigger the use of a transfer provision. With few exceptions, these conditions are easily identifiable in the contract provisions and therefore offer ready-made groupings for a discussion of the characteristics of these rights and their application.

Displacement and/or Layoff. Of the 586 major collective bargaining agreements providing for interplant transfers, one-half activated their transfer provision at the time of layoffs or curtailments in operations:

(71) When employees with established seniority are on layoff from any plant covered by the general agreement, and there remain employees with less than six months' seniority in the same occupation or occupational group in a plant other than that in which the layoff occurred, such employees with established seniority will be given the opportunity to replace within the occupation or occupational group, those employees remaining with less than six months' seniority . . . .

Employees also may be eligible to transfer to another location if they are unable to operate new machinery or adjust to new processes:

(72) When, as a result of change in type of equipment at the location at which an employee has been employed . . ., an employee fails, after reasonable effort, to qualify to operate the new equipment or to perform the new type of work at his said location, and there is no work at said location that he is qualified to perform, such an employee will be permitted to transfer to any location /depot/ where he is qualified to perform the work . . . .

Although a proportionately larger number of the 244 nonmanufacturing agreements contained these provisions (57 percent as against 45 percent in manufacturing industries), the proportion of workers covered was greater in manufacturing (70 percent as against 64 percent for nonmanufacturing). Interplant transfers caused by layoff were most frequently included in agreements in the following industries: Food, primary metals, and transportation equipment in manufacturing; and transportation, communications, utilities, and retail trade in nonmanufacturing. These seven industries accounted for 70 percent of the agreements and 86 percent of the workers covered by this provision.

Company Convenience. Under some circumstances, management may transfer an employee from one plant to another, generally to fill existing vacancies. Slightly more than one-third of the 586 interplant transfer agreements studied included provisions for such a transfer at the convenience of the company. The transfer provisions imposed few restrictions on management prerogatives in these situations; however, some provisions did require reasonable advance notice or the payment of moving expenses:

(73) If an eligible employee is transferred, at the request of the company, from a job in the bargaining unit to an hourly rated job in another plant of the company, he shall receive a moving allowance . . . .

(74) Each employee will be assigned to a headquarters designated by the company. The company may change the headquarters of an employee and the employee will be informed of any such change as far in advance as possible.

Employer control may be qualified by requiring the consent of the employee or may stipulate the transfer of workers at the lower end of the seniority ladder:

(75) The company may, with the consent of an employee, transfer him from one plant to another, in case of a vacancy . . . .

(76) If new jobs or vacancies /in other plants/ are not filled on the above basis /preferential hiring of senior employees/, the junior employees then working on such jobs in one plant may be transferred by the company to new or vacant jobs within their classifications in another plant.

This management prerogative was more prevalent in nonmanufacturing than in manufacturing agreements, but slightly more than two-fifths of the employees in both industry groups were subject to this type of transfer. This arrangement was particularly applicable to workers in transportation equipment (742,700), communications (324,400), and in retail trade (128,900).

Worker's Request. In contrast to the authority vested in management by the provisions previously discussed, many agreements also permit workers to request transfer to another location. Generally, this is an effort by management to accomodate an employee having a valid personal reason not related to layoff or displacement. Provisions that permitted workers to move among plants at their own request are the least prevalent of the reasons for transfer included in major agreements. Only about one-fifth of the agreements, covering somewhat over one-quarter of the workers, provided arrangements of this sort.

An employee's request for transfer under these provisions does not obligate the employer to accede to the request. Generally, the employer was required only to consider the request:

(77) The employer will consider the request of full-time employees for transfer /between supermarkets/ within the respective bargaining unit of each local.

In some agreements, the consideration may be influenced by other factors:

(78) Where there is a bonafide vacancy in a full-time employee's classification in another existing store in the area, or in a new store in the area, an employee's request for transfer will be considered based on seniority and ability.

In others, the decision is made after special negotiations:

(79) The parties recognize that there might be times when, because of personal reasons, an employee might desire to transfer from one location to another. If this occasion arises, the employee will make his request to the company in writing. The parties to this agreement will mutually determine whether or not the procedures for filling of vacancies shall be waived to permit the employee to transfer. Moving expenses and transportation costs are to be paid by employees.

Plant Closings, Consolidations, or Mergers. Both labor and management recognize the importance of providing job opportunities to workers affected by a decision to close or combine an operation. Over one-third of the 586 interplant transfer arrangements were applicable when plants were closed, consolidated, or merged. As indicated in the following illustrations, the right to transfer, in these situations, is subject to stated conditions:

(80) When a branch, terminal, division, or operation is closed and the work of the branch, terminal, division, or operation is eliminated, and no part of it is transferred to another branch, terminal, or division, employees who are affected thereby shall be given first opportunity for available regular employment at any other branch, terminal, division, or operation of the employer, within the area of the supplement agreement under which employed.

(81) In the event of a permanent shutdown of a plant or plants, employees shall have the privilege of transferring to other like . . . plants which have like /union/ covered units and where vacancies exist.

(82) . . . employees shall be given preference over new hires in filling any vacancies which may develop in any of the company's other factories in the bargaining unit covered by this agreement within the period of two years following the date of the discontinuance of operations . . . .

Two other methods have been developed by the parties to assure equitable treatment of workers when operations are consolidated or merged. In the first illustration, the two seniority lists are merged; in the second, the employer is required to provide employment for all workers having a specified minimum service:

(83) When two (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.

(84) If the employer acquires all or any part of a milk business or all or any part of a route in any milk business and merges or consolidates the same with its own business, or handles the same in any other manner, and if the employees of the business so taken over have been covered by the . . . agreement for more than 6 months prior to the date of such acquisition, the employer shall be required to assume responsibility for the employment of the said employees. . . .

About two-fifths of the workers employed under contracts having transfer provisions were protected when the operations in which they were employed were shut down or combined with another operation. In all, some 1.5 million workers, three-fifths of whom were employed in manufacturing industries, had this protection available.

Since the adoption of most contract provisions represents an effort to resolve an existing problem, clauses that assure an employee some degree of protection are more prevalent in industries that have experienced plant closures and company mergers. Thus, some 82 percent of the workers in primary metals, 67 percent in fabricated metals, 65 percent in food, and 55 percent in glass were covered by these clauses. In the declining mining industry, more than 9 out of 10 workers covered by major agreements could request an interplant transfer or other job security arrangements in the event of a termination of operation. Transportation, which has experienced a high rate of consolidations, also provided extensive coverage—9 out of 10 workers.

Transfer of Operations. Closely linked with layoff and displacement, and often combined with plant closings, the interplant movement of employees follows an employer's decision to change the site of an operation. Three-tenths of the 586 agreements, covering 45 percent of the workers, contained this type of transfer arrangement. Because of the absence of an existing work force at the new location, the movement of a plant did not present problems of conflicting seniority. Affected employees could, for example, be given preference over new employees:

(85) In the event that the company decides to move any of the plants covered by this agreement, employees of the moved plant or plants shall be offered employment in accordance with their seniority at the new location before new employees are hired for similar jobs.

Transfer provisions are particularly relevant in the trucking industry, where there is a frequent alignment and realignment of companies; and within individual companies of terminals, divisions, and branches. These provisions have provided possible employment opportunities for displaced workers in the following manner:

(86) In the event of transferring a line or a part of a line from one city to another city, men to the number required for that line shall be permitted to transfer and shall have seniority standing in the city to which they have been transferred according to the date of hire for continuous service in the transportation department.

(87) When a branch, terminal, division, or operation is closed or partially closed and the work of the branch, terminal, division, or operation is transferred to another branch, terminal, division, or operation in whole or in part, an employee employed at the closed or partially closed down branch, terminal, division, or operation shall have the right to transfer to the branch, terminal, division, or operation into which the work was transferred if regular work is there available.

Staffing New Plants. About one-fifth of the major agreements containing interplant transfer provisions made these transfers applicable to the staffing of new plants. It may be advantageous to both parties to have an experienced employee transfer to a new facility. For the employee, it means a higher rated job than the former one; for the employer, it provides a relatively inexpensive means to recruit a skilled and experienced work force. Thus, the parties frequently make it attractive for a qualified employee to transfer by permitting him to retain his seniority status:

(88) When a group of employees is transferred from mills in the /company/ to start up and man an entirely new mill only . . . then in order that such employees retain their proper seniority relationship they will carry with them to the new mill the applicable job and department seniority from the transferring mills.

Some of the agreements limit the period in which a decision to transfer must be made:

(89) For eighteen months after production begins in a new plant, the corporation will give preference to the application of laid-off employees having seniority in other plants over applications of individuals who have not previously worked for the corporation, provided their previous experience in the corporation shows that they can qualify for the job.

Arrangement Not Specified. About 1 out of 10 agreements that referred to transfer arrangements did so in connection with another provision, but sometimes without specifying the reason for the transfer, as in the following clause:

(90) When an employee is transferred to another plant covered by this multiple plant agreement, the following conditions will prevail:

(1) The employee's company service will continue.

(2) The employee will not retain any previous plant seniority.

In some cases, there was an implication that the transfer was initiated by the company; however, because the reference to interplant transfers was usually brief and lacked elaboration, such a conclusion always could not be drawn.

Scope of Transfer Rights

Where transfer rights are negotiated, it is the general rule to make them available to all of the company's operations. Almost three-fifths of the agreements, covering approximately the same proportion of workers, contained interplant transfer rights that did not restrict those rights to either specific plants of the company or to defined geographical regions. Some agreements negotiated with multiplant employers, who also were members of industry or area associations, extended these rights to other companies. The extent of the negotiated rights available to the workers were as follows:

Item	Agreements	Workers (in thousands)
Total	584	3,302.7
Interplant transfer provisions having rights applicable—		
To all of the company's plants	346	1,390.0
Only to specific plants of the company or to defined geographical areas	140	1,159.3
To transfers between companies as well as within the company	88	704.4
Only to transfers between companies	10	49.0

NOTE: The 2 agreements not accounted for contained combinations and could not be classified in categories listed above.

Almost 90 percent of the 140 agreements limiting transfer rights to specific plants or areas were found in manufacturing industries. This limitation was characteristic of ordnance, primary metals, fabricated metals, and machinery, both electrical and nonelectrical, presumably because their plants are scattered over wide areas. A number of the larger key agreements in transportation equipment (and mining in nonmanufacturing) included geographic limitations.

Geographic areas are sometimes defined in terms of a city, metropolitan area, or union district. In others, a distance or travel time limitation is imposed:

(36) Employees laid off will be given first consideration in hiring at the company's other /specified/ plants.

If the company transfers any operations from one of its existing plants in /city/ to another of its present plants in /city/ or to a plant hereafter constructed or acquired by the company within a radius of seventy-five (75) land miles from the center of the city . . ., /city/ the employees involved shall follow their jobs without loss of seniority or continuous company service.

(91) Whenever, within the geographic area covered by this agreement, a new operation is opened, the employer shall offer . . . the opportunity to transfer to regular positions in the new operations to employees . . . affected in whole or in part by the opening.

(33) When the transfer of an employee becomes necessary, due to slackening of business, the employer shall not require said employee to travel one way more than one (1) hour by public transportation, or forty-five (45) minutes by other means of transportation, between his place of residence and the new location. The employer will make every effort to assign employees to the store where such transfers will require the lesser travel time.

Of the agreements having interplant transfer clauses, 98 made some arrangement for employees to shift among plants of different companies. Eleven of the 12 apparel agreements, traditionally area-wide agreements, contained these provisions as did several contracts in the food industry (12), communications (8), and retail trade (8). A large proportion of these agreements provided transfer rights, frequently preferential rights or the dovetailing of seniority lists when companies were merged or consolidated. Most significant was the importance of this arrangement in the constantly changing transportation industry. As previously indicated, in trucking, combining and recombining of companies through mergers and by absorption occurs frequently. In these agreements, employees of the company to be absorbed are guaranteed some consideration. Frequently, their status in the surviving organization was a subject for discussion or negotiation; in other instances, it depended on the financial position of the company to be absorbed. Almost 9 out of 10 employees in the transportation industry were covered by provisions of this nature:

(92) In the event that the employer absorbs the business of another private contractor 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:

(1) If both carriers involved are solvent then the seniority lists of the two companies should be dovetailed so as to create a master seniority list based upon total years of service with either company . . . .

(2) If . . . 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 following clauses are illustrative of agreements providing for transfers between plants of different companies:

(93) If an opening occurs in an establishment /of another employer/ which provides reclassification and advancement to a higher-rated job and such position cannot be filled by the employees in that establishment, then the union shall have the right to transfer a worker from one establishment to the establishment in which the vacancy occurs provided, however, the employers of both establishments do not object to the transfer of this employee. This is to be done by mutual agreement between the union and . . . the association.

(94) The employer shall not enter into any partnership or consolidate or merge with another person, firm, or corporation in the industry, unless the new firm assumes all incurred obligations to the workers covered by this agreement . . . such new firm shall give preference in employment to the workers except those then employed by the firm which continues in business.

Regarding the applicability of interplant transfer rights, 1 out of 3 (92 out of 292) contracts providing for transfers in displacement situations limited the transfers to designated plants or areas, whereas only 30 out of 201 agreements had these limitations when the transfer was made at the company's convenience.

Types of Transfer Arrangements

Over the extended period during which collective bargaining evolved from an occasional practice to an established institution, many approaches have been developed for solving the problems involved in moving employees from one plant to another. When transfer rights are to be afforded, the immediate question to be considered is the type of arrangement that best will accomplish the purpose without undue hardship on the employee or the employer. The ideal transfer arrangement will reconcile the divergent interests of employees (at both locations), the union(s), and the employer(s). Because of these various interests, the possibilities of disagreement are many.

For example, an employee who requests a transfer would prefer to maintain full seniority, even though he may rank above the employees at the new location; one local union may want to dovetail seniority rosters for both locations, while another local may insist that the transferred employees be placed at the bottom of the seniority roster. Management may consider it its best interest to retain sole control over the status of the transferred employees. The resolution of these interests into a workable procedure for transfers is the subject of this section. Most of the contracts revealed four basic types of arrangements to implement interplant transfers: (1) Preferential hiring, (2) transfer of whole units or operations (group transfer), (3) bidding, and (4) bumping (table 3).

Because the Bureau could analyze only agreements which in varying degrees of detail had incorporated a formal transfer structure, the frequency of these arrangements is believed to be understated. Where the incidence of interplant transfers is low, ad hoc arrangements are frequently put into practice when the need arises. In this context, it should be noted that a number of agreements recognized the possibility of interplant transfers, but failed to show how they would be implemented.

The approach accepted to protect the rights of transferring employees was tailored to meet present and anticipated needs in particular situations and consequently varied among industries. Agreements in the stone, clay and glass products industry, for example, provided for preferential hiring, whereas both preferential hiring and transfer of operations were specified in primary metals and machinery (except electrical) industries. Still others emphasized combinations of three arrangements or more: In transportation equipment, it was transfer of units, preferential hiring, and transfer of vacancies; in communications, bidding, transfer of operations, and preferential hiring; and in food and kindred products, all of the major arrangements were found, except bidding.

Ordinarily, no transfer provision would exist in a single-plant company unless it planned to move to a new location. In other agreements, the need for these provisions may have been too remote to warrant inclusion. The possibility of transfers, regardless of how remote, may, however, have been considered sufficient cause for these provisions. The available evidence indicates that this issue is now receiving more and more attention in collective bargaining and is likely to become of major importance as competitive and technological pressures increase.

Preferential Hiring. Preferential hiring is defined as an arrangement that provides primary employment consideration in a specific plant to workers displaced from another of the company's plants or locations prior to employing applicants having no prior company employment. Most frequently, this system is applied where an employee was laid off at one plant, and additional personnel are required at another plant. For the company, this arrangement has the advantage of providing personnel having the required

skills, an established employment record, and who are generally familiar with some aspects of plant operations. For the employee, it provides continuity of employment. Under the terms of most preferential hiring provisions, the transferred employee usually is placed on the bottom of the seniority roster of the receiving plant and ranked as a new hire for seniority purposes. Frequently, an employee transferred under this arrangement may be recalled to his former location when operating needs so require.

When the geographical distance between the two plants does not seriously alter the commuting distance for the employee, this arrangement presents no serious problem. Where a change of residence is involved, the employee may be faced with a difficult decision, particularly if he is subject to recall. Under any circumstances, however, the arrangement does insure valuable rights to an employee despite the broad clauses that in many cases are mere guides to possible actions.

Preferential hiring seldom generates opposition from employees at the receiving plant, since it is unlikely to affect their employment security. Conversely, if it is expected that a transfer will be permanent, the transferred employee must balance his low position on the seniority roster against the possibilities of (1) recall and (2) other employment in his present location, among other factors.

Some agreements did not specify when and under what circumstances preferential hiring is applicable. Nevertheless, as table 3 indicates, preferential hiring was the most frequently specified type of transfer arrangement, appearing in almost one-half of agreements having interplant transfer provisions and covering 7 out of 10 workers. As noted earlier, this system was one of a number of transfer procedures; consequently, these indications of prevalence do not represent the rights available to employees under other circumstances, such as when full seniority may be applicable in a transfer of operations.

Certain industries, primarily because of their heavy representation in the total number of agreements examined and the number having transfer provisions, contributed the bulk of preferential hiring coverage. Four of the industries, food; stone, clay, and glass; primary metals; and transportation equipment, together accounted for four-fifths of the provisions and a slightly higher ratio of workers in manufacturing. Agreements negotiated by manufacturing employers having these provisions represented about the same proportion (58 percent) as did all agreements having transfer provisions, but covered a somewhat higher percentage of the workers (66 as compared to 60 percent).

Administratively, preferential hiring creates fewer problems than other types of transfers. To take advantage of the contractual opportunity, the employee must indicate his desire, usually by an application for employment at the new location. Thereafter, the applicant receives first consideration for openings in which he can qualify.

Layoff was the leading cause for the exercise of preferential hiring rights. Employees not currently employed become eligible for primary employment consideration at another location as additional personnel are needed:

> (95) An employee with more than one year but less than five years' seniority who has been laid off may exercise preferential hiring privileges in the same or lower grade in the occupation held at the time of layoff. Preferential hiring shall be defined as the privilege of an employee, with more than one but less than five years' seniority who has been laid off, to be placed in a job at another company location where an opening exists in his occupation before any other new employee is hired to fill such opening.

> (88) When a mill of the /company/ is taking on new permanent employees, applications from permanent employees with recall rights or layoff status from other mills of the /company/ will be given preferential hiring consideration. . . .

Preferential hiring provisions also were utilized to provide employment opportunities in industries where seasonal or competitive factors may have created an unequal demand for labor:

(96) In the event of slackness of work in other plants operated by the canner in the adjacent vicinity, the canner agrees to give preference to those workers who are qualified for such jobs as are available at the rate of pay established herein, before hiring any new employees.

Far more than a job is involved for those employees who successfully exercise preferential hiring rights. Where fringe benefits are provided in the terms of the agreement, these are in most instances also available at the new location; and where the level of these benefits vary with length of service, the practice of crediting time worked at the former location serves as an additional incentive to transfer. In some circumstances, it may not be possible for an employee to exercise his transfer rights. Where this is the case, other programs, such as severance payments and early retirement, present an alternative to a disruptive transfer: [9]

(82) Subject only to any prior rights thereto created by this agreement, such employees shall be given preference over new hires in filling any vacancies which may develop in any of the company's other factories in the bargaining unit covered by this agreement within the period of two years following the date of the discontinuance of operations (other than vacancies filled by promotion) and any employee rehired by the company pursuant to this provision within such period shall be considered to have uninterrupted continuous service with the company for vacation eligibility purposes notwithstanding /other provisions/ of this agreement.

The Bureau did not study the alternatives to transfers, except for the imposition of penalties for refusal to transfer that are discussed subsequently.

Plant closings, mergers, and consolidations were the next leading cause for exercising preferential hiring rights. For the purpose of this discussion, plant closings were limited to situations in which operations were terminated or phased out but excluded transfer of operations to another location. Plant closure, of course, eliminates all recall rights. A merger or consolidation of operations also raises seniority problems. If full seniority is offered to the transferring employees, it may be necessary to layoff workers at the receiving plant; conversely, if the past employment in the terminated location is not recognized, prior long-term service would yield only a small measure of job security. Similarly, management may consider it its best interest to select workers to be transferred, thereby eliminating those whose previous performance it considered marginal. These problems are compounded if different unions represent employees at the closing and at the receiving plant.

The rights available to employees displaced by a plant closing are directly dependent on the existing circumstances. Generally, displaced employees can exercise preferential hiring rights only when it is determined that the closing is indeed permanent:

(85) In the event that a plant is permanently closed employees of the plant shall be offered employment in other company plants covered by this agreement before new employees are hired for similar jobs.

(97) Hereafter when a mine is abandoned or closed, the employees laid off at this mine shall at their request be placed on the panel of the mine or mines in the same /union/ district operated by the same company which operated the closed mine.

Additionally, if preferential hiring had previously been limited to specific geographical areas, consideration may be given to extending these rights to all locations, including those that would require a change of residence:

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[9] Also see Severance Pay and Layoff Benefit Plans (BLS Bulletin 1425-2).

(76) At any time during the term of this agreement that the company extends its present operations at the plants covered by this agreement to another site of /company/ or any of its affiliates or subsidiaries undertake the production of roller bearings or a substitute product in the roller bearing market at another site, it is agreed, provided such new or additional site is in the Greater Metropolitan Detroit Area (within a radius of 50 miles of the Detroit-City-County Building), seniority employees under this agreement at any then existing operation of the company shall receive preference over new hires at such new site for new jobs during the commencement or growth of its activities, or at any time to fill vacancies, in the same manner as above provided for transfers within the present plant, and they will be transferred.

In the event that during the term of this agreement or any extension or renewal thereof the company terminates roller bearing operations within the 50-mile radius of the Detroit-City-County Building or transfers its roller bearing operations to a site outside the 50-mile radius, each seniority employee covered by this agreement who is then working for the company and whose employment is terminated because of such termination or transfer of operations shall, if he has two years' or more seniority, have the option of preferential hiring at any new site to which such operations are transferred with the opportunity to prove qualified to do the work available, or in the alternative, in final payment, of taking severance pay as provided for under Part Five—Supplemental Unemployment Benefit Plan.

The opening of new plants is the third major cause of extending preferential hiring. Transfer resulting from the expansion of operations may be desirable not only for the employer, but also for employees expecting promotions, as well as for those whose employment has not been stable because of low seniority. At the same time, the number of transfers must be carefully controlled so as not to disrupt operations at existing plants. Thus, for a given period of time, preferential hiring may be limited to those on layoff status or to a specified number of employees:

(98) Employees who have so applied and who in the judgment of the company are physically fit and competent though knowledge, training, skill, and efficiency to perform the available work in the new plant will be accepted for employment up to a limit of 10 percent of the estimated average employment for the first six (6) months of operation of the new plant less those employees from other affected /designated/ plants but not less than 5 percent of the said total from /local union/ employees.

Group Transfers. When existing departments or entire units are transferred from one location to another, all or most affected employees may be given the opportunity to move with their work. The distinguishing features of these transfer arrangements are the absence of a competing work force at the receiving plant, and the workers' option to exercise transfer rights before layoffs are made. In these situations, the decision to change the location of an operation involves the concomitant of an employer obligation to offer employment at the new facility to the former work force:

(99) In the event the company should determine to close one of the plants covered by this agreement, or discontinue a department in one of such plants the company will notify the union at least thirty (30) days before the closing of the plant or discontinuance of the department. If the work performed in such plant or department is removed to a new plant, operated by the company, which does not have an existing work force the employees whose jobs are eliminated by the removal will be offered the opportunity to move with their jobs . . . .

(63) It is agreed . . . that if the /old/ plant is closed permanently and moved to another location, the seniority of the . . . employees shall transfer to the new plant on related work or on work previously performed, based on ability to do the work efficiently.

Because of the nature of the move, implementation of contractual rights is carefully planned by the union and the employer far in advance of the actual transfer. Contract clauses may range from notice to the union of personnel requirements to the actual selection of employees:

(18) In the event that the company shall close any of its Muskegon plants, or portions thereof, and move them to new plants outside of the Muskegon area, the company agrees that it will notify the union as to the locations of such plants, the number of shop employees and skills required to operate such new plants, and employees within such numbers and having the required skills will be permitted to move to the new plant locations and carry with them the seniority which they have at the time of the closing of the Muskegon plants. The company will notify the union if it is necessary to employ people out of line of seniority to place such new plants in productive operations.

The company and the union will then review the number of persons and classifications so presented to the union by the company. This review will cover the number of persons losing their employment because of such plant closings and the work classification and experience of such persons.

To the extent that fewer jobs result from a transfer of operations, not all eligible employees may have the opportunity to move. The criteria for transfer becomes the number of employees necessary to operate the relocated operation:

(86) In the event of transferring a line or part of a line from one city to another city, men to the number required for that line shall be permitted to transfer . . . .

The number of employees who may transfer with work will be determined on the basis of the number of runs transferred out the location, plus a number of men as extra at the existing ratio of extra men to regular men for the regular runs so transferred. The total number of employees to be transferred, however, shall not exceed the number of new runs gained at the location to which the work is transferred, plus a number of men as extra men for these runs, at the existing ratio of extra men to regular men. In addition, a number of employees, to the extent of 10 percent of the total number of men transferred, will be allowed to express their desire to transfer with work, as replacements.

(100) When operations or departments are transferred from one plant to another plant of the corporation, employees engaged on such operations or employed in such departments, up to the number needed in the receiving plant to perform the transferred operations, may, if they so desire, be transferred to the other plant with their full seniority.

The problem of insufficient jobs at the new location is somewhat alleviated when some qualified employees elect not to transfer, an action that may be unintentionally encouraged when a declination to transfer involves no penalties.

Employers face similar dilemmas when fewer employees than are needed elect to transfer. In that situation, the parties must determine whether previously ineligible employees may be considered eligible, or whether shortages should be overcome by recruitment.

As in all transfers, the problems of determining the seniority of the transferees must be settled. In the transfer of operations involving full seniority, the relative ranking of the employee may be the subject of considerable controversy. When the same union represents employees at both locations, solutions may be found more easily:

(101) The company agrees that the recognition now tendered to the union as bargaining agent for the employees in the described appropriate unit in its plants in Rockford, Illinois, and its plant in Belvidere, Illinois, shall be extended to cover the employees in the same appropriate unit in any plant established by the company within twenty (20) miles of any of its said present plants. . . . If such plant is not an expansion of the production processes of the /specified/ division, but instead is for a new division fabricating a new product, recognition as the bargaining agent shall be extended to the /union/ but the provisions of this agreement shall not apply to the new bargaining unit. The union agrees that the employees of such bargaining unit will form a unit separate and distinct from the one covered by this agreement.

As indicated earlier, when there are fewer jobs than eligible transferees, this particular problem may be alleviated by employee options not to transfer:

(102) When work is discontinued in one headquarters and this same work is transferred to another headquarters, then the job will be filled by the same men who have been doing the work, providing they are agreeable to the transfer . . .

When a substantial number elect not to transfer, the employer may require an individual to do so or else accept stated penalties:

(103) If the senior employee refuses such /interplant/ transfer than the most junior employee must accept such transfer. A refusal by the most junior employee of such transfer to the same job and labor grade . . . of this collective agreement shall be considered as a forfeiture of his rights to any layoff pay.

Other agreements have recognized transfer rights but choose to handle specifics as they arise:

(104) It is the exclusive responsibility of the company to determine the location for the making of or assembling of any of its products or parts of such products. In the event that the company should determine that it will discontinue or remove all of its production and maintenance operations as a unit from its /specified/ plants, and to operate them as a separate division at another unoccupied location, the company will give the employees and the union three months prior notice of its intention to do so. Thereafter, upon request of the union the company will negotiate as to the conditions affecting any employees desiring the opportunity to transfer to the new location and as to the conditions relating to employees affected by permanent layoff.

Bidding. Interplant bidding is another method used by employees to move among plants. This arrangement becomes operative on the creation of a vacancy; until that occurs, the employee's right to transfer is dormant. Many agreements require an employee to accept a job vacancy in the immediate plant before applying for a job in the company's other plants. Employees desiring to move to another plant indicate their preference and are considered according to the bidding system specified in the collective bargaining agreement. By means of the multiplant bidding system, the most qualified employees are awarded the vacated jobs, regardless of their home plant.

In addition to the approach described above, interplant bidding may be utilized to meet individual problems, such as when an employee desires to transfer to a a specific location for personal reasons. Under this arrangement, the company may grant the employee's request by transferring him to a vacancy for which he is qualified:

(105) When a vacancy is to be filled by selection from the list of employees who have written transfer applications on file, such employees within the particular area in which the vacancy exists shall be given first consideration in order of seniority provided they have the required qualifications . . . Thereafter, such employees in the other area shall be considered in the order of seniority provided they have the required qualifications. . . .

Like the previous arrangements, displacement and layoff continued to be the leading cause that triggered bidding for another job. An employee confronted with a layoff may have the opportunity to fill any existing vacancies and thereby continue his employment with a minimum of disruption.

The staffing of new plants created these rights for almost three-quarters of a million workers covered by the major agreements examined for this report. The desirability of staffing a new plant by bidding is apparent. Experienced personnel are immediately available while the recall list at the old location is reduced if less than full employment should exist there. For employees on layoff, opportunities now may be available at the old plant if a sufficient number of senior employees should transfer.

Because individuals bid for a single job, the effect on the work force at the facility having the vacancy is minimal. This is true to the extent that usually only a small number of employees may be affected. However, to the individual who lost a promotion because of an employee from another plant, the effect is very real. For this reason, the right to bid is modified to the extent that it can only be exercised if the job cannot be filled from within:

(106) When a permanent vacancy occurs in a seniority group and the company fills the vacancy by selecting an employee for it, the job will be posted in the group, plant, and division concurrently for a period of four working days . . . . If no one in the seniority group or the plant applies for the job or is qualified for it, applicants from other plants who are qualified and who apply in writing during this period will be given consideration.

(107) If the opening is not filled . . . notices of the opening shall be placed on bulletin boards throughout the plants. One bid posting will be made at each of the three plants (North Side, East Side, South Side) and any employee may sign such posting. The notices and postings will be made when it is apparent to the company that the opening cannot be filled from within the division but no earlier than the posting within the division. The employee signing such posting and having the greatest company seniority will be assigned to fill the opening, provided he has the ability to do the job.

Interplant bidding was predominately found in nonmanufacturing. Transportation, which also specified transfer of operations and preferential hiring in similar proportions, extended interplant bidding to a significant proportion of the workers covered by transfer agreements. Communications and utilities accounted for most of the remaining coverage in nonmanufacturing.

Bumping. Bumping of junior employees during a layoff is a long-established practice under most seniority systems. It affords some measure of employment security to senior employees, although this right may be limited by factors such as previous experience, length of service, and the extent of the seniority unit in which it can be exercised. Bumping rights from one location to another are particularly subject to various limitations:

(38) Seniority shall apply by department; however, the employee who is to be laid off by seniority in a given department shall have the right to assert seniority over employees in the same department in another store . . . under the following conditions:

An employee who has been in a department for two (2) years or more may assert seniority over a person in the same department in another store. . . .

An employee who has been transferred from a department in one store into the same department in another store may assert seniority over the least senior employee in the department of the store from which he was transferred.

There shall be no more than two successive displacements under this section.

(108) In the event of a permanent shutdown of a refinery or a permanent major curtailment thereof, the employees affected who have been employed for a period of two (2) or more years, shall have the right to continue employment, as hereinafter defined, at other refineries, or to accept layoff and receive payments of all benefits due under the provisions of this agreement. An employee so electing to continue his employment may exercise his service seniority to displace that employee with the least service seniority in the lower classification of the over-all refinery operations and he shall thereafter be entitled to promotional, demotional and other seniority rights in accordance with the seniority rules existing at his new place of employment.

In some cases, the employee seeking interplant bumping rights first must exhaust other options open to him. Thus, he may be required to exercise seniority at his home plant, and, failing that, still may be entitled to bump only to a lower rated position in the new plant:

(109) As a result of furlough:

Before any employee may exercise intercompany seniority as a result of furlough, he must first exhaust all seniority rights within his respective company.

(110) In the event of layoff of an employee, the company will permit him to exercise his seniority in the following manner: He may replace the employee with the least seniority on any shift, in any department, in any plant, provided he has the ability to do the work involved. If, however, there is an open requisition in his classification in the plant, in the department, and on the shift he desires he will be required to take the open job. Like procedure shall also apply if requested by the employee when in the event of layoff, his seniority and ability require that he take a job in a lower classification or different occupation.

(111) An employee laid off from the Detroit plant after exhausting his rights under the layoff procedure or because of his inability to bump into a shift of his choice may bump into the Parkedale plant at the level from which he was laid off at Detroit, and vice versa.

Some agreements may require the employee to fill any existing vacancy before displacing a junior employee:

(106) Any employee who is displaced from his plant shall have the right to fill any existing vacancy in the division for which qualified. . . . If no such vacancy exists the employee with the least division seniority shall be displaced.

As table 3 indicates, bumping was the least prevalent of all types of interplant transfer arrangements studied. These rights were available to slightly over one-half million workers; manufacturing industries accounting for over 70 percent. Over one-half of the covered employees in manufacturing industries were found to be within the

transportation equipment industry. In nonmanufacturing, communications, and retail trade accounted for most of the employees covered by these provisions.

Transfer Rights Not Defined. In some agreements, interplant transfer rights were not defined clearly enough to permit classification. Traditional understandings between the parties, personnel policies, and other procedures were assumed to account for the lack of detail in these agreements. Approximately 11 percent of the agreements having transfer provisions and covering 8 percent of the employees, were coded as being insufficiently defined to permit classification.

Provisions that mentioned interplant transfers but did not indicate the reason for the movement generally are included in the seniority section of the agreement and relate to the retention or loss of the worker's standing. Presumably, interplant transfers are not common occurences in these companies and therefore are treated on an ad hoc basis. Most frequently, they are included in single-plant agreements of multiplant companies:

(5) During the life of the agreement, seniority rights will be recognized by the company on a job basis. In the case of workers transferred from one plant to another, the worker shall return his seniority in the plant where he was first employed, based upon the amount of time accumulated in the first plant plus the amount of time accumulated in the other plants to which he may have been transferred.

Another group of agreements refer to transfers in connection with eligibility for fringe benefits and may be included in the section relating to these benefits. Here again, these provisions are the only contract indication that there are transfers among the companies' plants.

(112) Any employee transferred to other . . . units of the company covered by this agreement or transferred from /plant/ shall not be considered an interruption of his employment with the company for the purpose of vacation, holiday pay, insurance, and union membership.

(113) "Solely for the purpose of determining eligibility for vacation pay, the continuous service date of an employee transferred to the . . . works from another plant of /the company/ shall be the continuous service date which he carried at the plant from which he was transferred.

Employee Eligibility

The purpose of a collective bargaining agreement is to codify the rights of covered workers and to insure that these protective measures are equitably applied. Interplant transfer provisions support this principle by utilizing the most effective nondiscriminatory available means—seniority—to effectuate transfer provisions. As seniority provisions have become more complex, so has the application of transfer provisions. The application of seniority rights in interplant transfers varies accordingly—sometimes only workers within a given department may be eligible to transfer while either company or total cumulated seniority may be used as the determining factor. Other methods may be employed to determine which groups are to be involved, but in the final analysis, some measure of seniority is the pertinent factor.

When a clause is negotiated, the parties are not certain if transfers will be required; or, if they are, the number of employees that will be affected. Consequently, agreements do not always specify the length of service required to make an employee eligible for transfer, although some include minimum years of credited service.

Almost 60 percent of agreements having interplant transfer provisions specified the role of seniority (table 4). Although seniority (straight, modified, and combinations of these) has been assigned the role of the major determinant in interplant transfers, most agreements having these provisions contain modifying factors. The primary modifying factors were—minimum service requirements, order of transfer, employee ability, and the options available to the employee.

Minimum Service Requirements. Only a small proportion (11 percent) of the agreements having transfer provisions required a minimum length of service as a condition for transfer eligibility. Most commonly, the agreements specified 1 year, but a substantial proportion had varying requirements, depending on the reason for activating the provision. Agreements in manufacturing (44 of 66) were more likely to have provisions of this nature than were those in nonmanufacturing. There is a heavy concentration in three industries: Food, transportation equipment, and stone, clay, and glass. Transportation equipment usually requires 2 to 3 years of service, whereas the other two manufacturing groups generally require at least 1 year of service. Communications agreements, which generally require 1 year of service for eligibility, and utilities, whose requirements vary, accounted for 18 of the 22 provisions in nonmanufacturing.

For contracts specifying minimum service requirements, the application of this requirement usually varied, depending on the reason for the transfer. Thus, an employee may be entitled to transfer rights when a plant closes or there are layoffs only if he has as much as 5 years' seniority, whereas these rights may be afforded in other transfer situations for as little as 1 year of seniority.

One purpose of a service requirement is to safeguard personnel at the receiving plant. When the effect on employees in the receiving plant seems to be minimal (such as preferential hiring), relatively short periods of service could be specified:

(114) An employee with one year or more of seniority who is terminated because of a permanent reduction in the working force shall . . . make application to the personnel department where he was formerly employed specifying the other plants . . . at which he wishes to be considered for employment.

Similarly, service requirements are usually low in the staffing of new plants or when operations are transferred:

(98) When the company constructs a new plant outside of Corning, that takes work out of Corning, members . . . with one (1) or more years of service shall have the right to request employment at the new plant . . . .

When the effect on employees in the receiving plant is likely to increase, service requirements tend to become more stringent:

(115) If a seniority unit or plant is permanently closed, all employees of that seniority unit who have five (5) or more years seniority shall be placed on the seniority lists of the other plants covered hereby. They shall be called to work in such other plants . . . as soon as appropriate opening exist. Employees thus placed shall be accorded their full company seniority in the new home plant for all purposes.

(99) Employees who have three (3) or more years of seniority, as of date of layoff, who have been laid off from either the /designated/ plants or from the /designated/ plant, due to lack of work, for a period of six (6) weeks, may exercise their seniority at the other location. Such employees may replace . . . employees with less seniority provided they are qualified to do the work.

Forty-seven agreements, although not specifying a minimum service requirement, did mention that priority would be given to employees who had a designated term of employment. This priority was found most frequently in primary metals and machinery:

(116) In order to increase job security for longer service employees, priority in filling job vacancies . . . in plants covered by this agreement shall be afforded employees in such plants in accordance with the following:

Such priority shall be afforded to employees:

Who have ten (10) years of company continuous service at date of a permanent shutdown of their plant . . .

Who have ten (10) years or more of company continuous service at time of layoff from their plant . . .

(117) 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 . . . .

An employee . . . continuously on layoff for sixty (60) days or more . . . who had two (2) or more years of company continuous service on the date of his layoff . . . shall be given priority over other applicants . . . for job vacancies . . . at other . . . plants . . . located within a limited agreed-upon geographical region. . . .

. . . Priority in the filling of job vacancies . . . in steel plants in an area covering more than one region shall be afforded employees who . . . have applied for employment in the region from which laid off and management has failed to provide employment and . . . who have five (5) or more years of company continuous service at the date of shutdown . . . .

Other Qualification Factors. In addition to seniority eligibility, employees seeking to transfer may be required to have other qualifications. Where craft or job lines are well established, or where a multiunion employer is involved, qualifications almost always are imposed. Where these conflicts do not exist, the filling of particular jobs also may be subject to other qualifications, such as age and sex. Recent legislation has outlawed these limitations.

Qualifications to transfers of this nature are generally stated in broad terms that act as guides to the parties. The drafting of precise specifications for individual jobs would, in most areas, impose an impossible burden on the negotiators. Although the criteria are not detailed, they are realistic and limit the decisions to specific cases.

Some transfers, however, do not call for these additional limitations. If a unit is transferred with its equipment, the employees involved are obviously qualified. On the other hand, if substantial technological change is introduced, the requisite skills may be altered considerably.

Provisions having qualifying factors were specified in almost 60 percent of agreements involving interplant transfers:

(118) In staffing a new plant where transfers from other sections are involved, selection will be made the basis of qualifications of the man for the job, his experience, past performance, refinery seniority, physical fitness, and ability to adapt to new conditions. Where special qualifications are necessary to operate new, previously untried or special equipment, due consideration will also be given to these requirements.

(119) Job applicants in the foregoing categories, who meet the job requirements imposed by the system of production in the employing shop, and who possess the particular skill and experience required by the particular job, shall be offered job vacancies in the same sequence in which they become unemployed and register with the employment bureau.

General statements that the employee must be "qualified" also were found frequently:

(120) During the life of this agreement, if all operations, or a major portion thereof covered by this agreement, are removed to a new . . . plant of the company, employees engaged in such specific operations may, within thirty (30) days, after notification thereof by the company, if they desire, be transferred to such new plant with full seniority to the extent of jobs available for which they are qualified.

(121) Employees laid off in either bargaining unit will be offered available employment which they are qualified to perform in the other bargaining unit before new employees are thereafter hired in such other bargaining unit.

Some agreements specify a limited period in which the employee must prove his ability to qualify for the new job:

(107) Any employee who fills a job opening /as posted throughout the plants/ shall be given a trial period of not less than five (5) nor more than fifteen (15) actual days of work. If the company determines that he is unable to perform the job after a five (5) day trial, he shall be returned to his regular job with no loss of seniority. If the union disagrees with such disqualifications, the company will give the employee the benefit of the full trial period, if requested by the union. However, if the company still feels on the fifteenth (15) day that the employee does not have the ability to perform the work, the company will return the employee to his former job with no loss of seniority and the employee or the union may take the matter up through the grievance procedure.

Additional limitations directed at avoiding adverse effects in the receiving plant were imposed in a few agreements. Under these limitations, an employee may be required to exhaust employment opportunities at the existing location:

(72) When, as a result of change in type of equipment at the location at which an employee has been employed, or as a result of the transfer of work away from the location, an employee fails after reasonable effort, to qualify to operate the new equipment or to perform the new type of work at his said location, and there is no work at said location that he is qualified to perform, such an employee will be permitted to transfer to any location where he is qualified to perform the work and his name will be placed on the seniority list for that location in the position to which the date of his depot seniority at his original location entitles him . . . .

When competing employees were equal in skill and ability, seniority governed:

(122) Selection shall be based on seniority among those bidding employees whose ability and qualifications are consistent with the job to be filled. If more than one employee has qualifications for the job seniority will govern.

Straight seniority was generally granted when transfers were due to removal operations. Modified seniority, however, was the criterion for transfer in all types of arrangements, but especially those which were likely to affect employment at the receiving plant.

Even preferential hiring, with its minimal effect on employees at the receiving plant, was not excluded from some additional qualifications:

(123) An employee on layoff with recall rights from a plant in the bargaining unit will be given preference in hiring over new employees in any other plant in the bargaining unit for work on which he has satisfactory . . . experience and is otherwise qualified.

These qualifying statements were found in many provisions, regardless of the reason for transfer:

(90) An employee with one year or more of seniority, who was terminated because of permanent plant closing, shall . . . make application . . . requesting consideration for employment at any other plant covered by this contract where a job opening may exist . . . Such employee shall be considered at other plant locations for job openings for which he is qualified for a period not to exceed one year subsequent to the date of his termination. Each plant shall determine whether an employee meets its hiring standards.

(124) Any employee in any bargaining unit listed . . . who is permanently separated from service under circumstances which entitle him to separation pay . . . and who is physically fit and under age 60 at the date of termination of service, and who has the ability to do the job or to learn the job within a reasonable length of time, shall have the right to displace a junior employee hired on or after /designated date/ at any other bargaining unit listed.

Those industries in manufacturing which extended transfer rights to the largest number of workers (e.g., primary metals and transportation equipment) usually required the employee to have the ability to do the job, although a few stated that the transferee need only be "qualified." Transportation followed this pattern in nonmanufacturing; on the other hand, communications specified "qualified" more often than ability.

Food and kindred products accounted for most clauses which specified ability to do the job or the ability to learn. These were found in meatpacking, which has had considerable experience with transfer provisions.

Duration of Transfer Rights

An employee required to transfer must, within the time limits set forth in the agreement, carefully weigh the advantages and disadvantages of a move and then make a decision. This decision will be influenced by a variety of factors, such as his attachment to the surrounding community, availability of other work, family ties, whether a change in residence is involved, and many others.

Negotiators recognize this problem by providing the employee with a time interval during which he will be eligible for a transfer. These provisions require either positive action by the employee or grant automatic consideration to the employee for a job during the period the right is available.

The duration of the transfer right may depend on the circumstances of the move. In an agreement having a bumping or bidding provision there need not be a time period, since in exercising his right the employee has stated his intention to move to an existing vacancy or job. Bidding, however, is limited almost always to a relatively short period after the vacancy has been posted. Most duration provisions relate to layoff situations or other circumstances, such as plant closures, that displace workers. When these are the cause of the transfer, time is required by the employer to place the employee and by the employee to make a decision.

Only 106 of the 586 agreements having transfer provisions specified the length of time that these rights were available to the employees. They applied to about one-third of the 3.4 million workers covered by transfer clauses.

Duration of transfer rights	Agreements	Workers (in thousands)
Total having transfer provisions	586	3,444.8
Total having duration provisions	106	1,073.7
Duration:		
1 month	5	17.9
3 months	4	6.9
5 months	1	1.6
6 months	6	16.0
7 months	25	119.0
18 months	4	395.9
24 months	57	495.5
36 months	1	3.5
Varied duration	3	17.4

The bulk of the workers—9 out of 10—retained their right from 1 to 2 years after separation; frequently, they retained their seniority for the same period:

(58) If the employee is not hired at the new location with a two (2) year period from date of termination at the old location, his service record is considered broken /and the following section shall apply/.

Any employee who is laid off and not recalled within a twenty-four (24) month period from the date of layoff shall be removed from the seniority list.

In most cases, these clauses were included in agreements that provided for preferential hiring and the transfer of operations. Stone, clay, and glass and retail trade accounted for most agreements that guaranteed this right for 12 months; major auto agreements specified 18 months; and transportation agreements extended transfer rights for 24 months.

The agreements that require positive action by the employee state the requirement in specific language and usually indicate time limits for the action or for the transfer right secured by such action. This right may be extended as in the first illustration, if employees provide the employer with a clear statement that they are available:

(125) An employee on the active payroll, or on layoff and eligible for recall, may file a written request . . . for transfer to another plant . . . in a lower-rated or lateral classification or in a higher-rated classification for which he has recall rights at the /location/ where laid off. Such request will be considered . . . at such other plant in filling available openings in classifications requested for which he is qualified. Such request shall remain active for a maximum of twelve (12) months unless renewed in writing.

(99) An employee desiring to exercise seniority under the above /interplant transfer/ procedure must notify the employment office to this effect within five (5) weeks of the date of layoff.

(126) In the event of a permanent layoff, employees coming under the jurisdiction of this contract shall have the right to apply within ninety (90) days to the personnel office of the . . . plant requesting employment in such plants of the company where job openings may exist including new or expanded facilities . . . . Employees receiving employment in such plants outlined above, shall transfer with them all company service accumulated if the transfer is effected within two (2) years from permanent layoff . . . for the purpose of maintaining pensions, vacations, and other benefits that may exist in the plant transferred to.

In the group of agreements that do not require the employee to indicate his interest in transferring to another plant, the provisions state the period during which he will be considered. In this type of provision, the availability of the right, with an upper limit, also may vary with the length of credited service:

(127) Any such employee shall be considered at other plants for job openings for which he is qualified for a period of one year subsequent to the date of his termination but may extend this period for a second year by requesting such extension at the personnel department of the plant where he was formerly employed within ninety (90) days prior to the end of the first year following his termination, and for a third year, by giving similar notice within ninety (90) days prior to the end of the second year following his termination.

(124) An employee's right of transfer . . . shall terminate . . . upon the expiration of three (3) years from date of permanent separation.

(128) An employee who has been laid off . . . shall be entitled to be recalled, in seniority order, to a vacancy in either plant, provided he can become qualified with a minimum of training to perform the work required in the vacancy. This right of recall shall continue for a period of time equal to the amount of seniority which the employee had at the time of his layoff, or for five (5) years, whichever is less. . . .

When a plant or operation is moved to a new location, a substantial number of employees may be affected. These employees are required to make the decisions mentioned earlier, but they should do so relatively quickly, since the employer must know the size and composition of the work force that will be available. In these situations, the emphasis is on the period provided the employee to inform the employer of his availability:

(129) It is mutually agreed in the event the employer transfers all or a substantial portion of the work performed under the jurisdiction of this agreement on any one of its own products to another of its plants and such transfer of work directly results in a surplus of full-time employees hereunder, those employees so affected will be offered an opportunity to follow work at their own expense and subject to rates of pay and working conditions then prevailing at the new location. Election of such option must be exercised by the employee within thirty (30) days after receipt of the offer.

Effect of Refusal to Transfer

As noted above, a considerable number of factors must be weighed by the employee confronted with a transfer. One important consideration is the existence of other

options and their effects on his employment status. These provisions become particularly relevant if future employment prospects are favorable at the existing location and the possibility of a recall exists.

A relatively small proportion (26 percent) of the agreements that made some provision for transferring employees included references to various options. One-third of these agreements, covering almost the same proportion of workers, specifically forbade the forfeiture of other contractual rights should an employee refuse to transfer. In the major proportion (67 percent) of agreements, however, employees who refused to transfer were, in some measure, penalized. The clauses were not, of course, designed to be punitive; rather, they were negotiated with the thought that the employer's obligation to provide work had been fulfilled by the job offer. The responsibility of the employer to the worker who refused a transfer was thereby reduced and in some cases eliminated.

A refusal to transfer does not necessarily result in a termination of the employment relationship. In a number of instances, a refusal to transfer banned such moves in the future:

(130) A skilled maintenance employee assigned to work in a plant in /designated city/ may elect to be laid off rather than be assigned to work outside of /designated city/. . . . However, through such an election, an employee shall forfeit his rights thereafter to employment in plants outside /designated city/ irrespective of circumstances.

(115) An employee who is cut back in a work reduction at any one of the four seniority units may elect to take a layoff rather than accept a bump to a former code in another seniority unit in which he had previously acquired job rights. Such refusal to exercise his job rights in one of the other three plants shall result in the loss of job rights in such rejected plant, but shall not affect his right to pool jobs in the plant in which he is currently employed.

Some contracts imposed severe penalties:

(114) Any such terminated employee who is offered a job under the jurisdiction of this contract and refuses such job offer shall lose all reemployment rights under the provisions of this contract including any rights he would have to portable pension benefits . . . .

Agreements sometimes specified that no penalty would attach to a decision not to transfer:

(131) For good and sufficient reason, an employee may refuse a transfer from the jurisdictional area of one local union to another.

(132) If an employee refuses to exercise his interplant bumping rights he does not lose his seniority at either plant.

(133) If an employee does not elect to move to the /designated/ plant on his first offer, he will be given additional opportunity as other openings for which he is eligible occur.

Mitigating circumstances were recognized as valid reasons to decline a transfer without penalty:

(38) For health reasons or economic reasons, other than cost of travel, any employee may refuse a transfer from the jurisdiction of one local union to another.

(33) . . . An employee may refuse a transfer from the jurisdiction of one local union to another only in the event the travel time would exceed one (1) hour by public transportation, or forty-five (45) minutes by other means.

Penalties were less frequently negotiated when the type of transfer was concerned with individual rather than group situations. Thus, penalties were seldom imposed for failure to bump or to transfer to a vacancy. In some instances, if the employee made formal application, the option to withdraw was not available:

(107) Any employee who signs a posted bid . . . cannot later remove his name before the job is filled. An employee signing a posted bid must accept the job.

(134) An employee may not refuse transfer to a job opening for which he has applied.

There was a greater frequency of penalty provisions in contracts that accorded some rights when operations were transferred; in the illustration below, some leeway was provided long-service employees:

(135) Where an operation is transferred to another . . . plant the employees engaged in the operation shall have the right to be transferred immediately with the operation but shall not have the right to decline if in the judgment of the corporation such transfer is in the interest of efficiency . . . .

When an operation is transferred to the same department in another plant . . . the employees with greater seniority shall have the right to accept or decline the transfer provided that there are sufficient employees with lesser seniority to accomodate the operation who shall not have the right to decline the transfer if in the judgment of the corporation such transfer is in the interest of efficiency.

In general, penalties were not set forth where transfers were offered at the company's convenience but were usually present in plant closing situations. The penalties attached for a refusal to transfer could affect the status of an employee's supplementary benefits:

(136) An eligible employee . . . has the right to be transferred from the plant at which he is employed to another plant covered by this master agreement if such employee is subject to being permanently separated from the service because of a reduction in force arising out of the closing of a plant or a division of a plant or a major department of a plant . . . .

An employee who refuses an offer of transfer shall not be affected in his severance pay right except as provided /below/ . . . .

Severance pay is not paid . . . 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 service. Reasonably accessible is interpreted to mean within a distance for which no moving allowance is payable.

(137) If, on the other hand, the employee does not accept such other employment, the company will pay a layoff allowance . . . provided that no layoff allowance will be paid to employees who are offered and refuse employment . . . in a related or reasonably equivalent occupation and within reasonable commuting distance of their place of employment.

Seniority Status in New Plant

Another factor which is likely to influence an employee's decision to transfer is his seniority status in the new plant. If he can move with seniority rights relatively intact, he not only will have some measure of protection in possible future layoffs, but his previously accumulated length-of-service benefits also will remain undisturbed. In some contracts, this is stated as follows:

(138) /A transfer/ to another . . . unit of the company included in this agreement shall not be considered an interruption of . . . employment with the company for the purpose of vacation pay, holiday pay, insurance, union membership, and company seniority.

(139) Any employee transferred to the new location shall be credited with his full accumulated seniority for the purpose of determining his entitlement to fringe and other economic benefits provided by the national agreement and for purposes of layoff and recall in the transferred department, job or operation.

An exceedingly high proportion of the agreements, over three-fourths, defined the transferred employee's position on the seniority roster of the receiving plant. Three basic approaches to the problem have been developed (table 5). The most common (181 agreements) provided for full seniority when the movement was the result of any cause recognized in the agreements. A significant number of agreements (148) varied seniority status with the reason for the transfer. Thus, differing degrees of importance were accorded to causes that made a transfer necessary. In 95 agreements, all previous seniority was lost.

Transfer rights created by a change in the location of an operation may be predicated on the assumption that no job loss would occur. Therefore, the security of employees at the receiving plant and of those attached to the operation would not be impaired, and it is possible to permit the displaced employees to retain their seniority. Transfers that stem from a layoff require a different approach. In this situation, particularly at plants that have a history of layoff and recall, less than full seniority may be provided in the agreement.

Full Seniority. A transfer with full seniority may be beneficial to both the employer and the employee. The guaranteed retention of full seniority may act as an inducement to transfer, since this would improve the employee's job security and maintain the level of many benefits earned by prior service.

Conceivably, when operations are transferred, the same number of jobs that previously existed may be created at the new location. In these cases, full seniority may be granted, since the impact on employees at the receiving plant is alleviated:

(140) In the event the company elects to move a department, or major portion thereof, or plant covered by this agreement to another plant of the company also covered by this agreement, employees who worked in such departments or plants who are out of work as a result of the transfer, may if they so desire, within thirty (30) days elect to be transferred to the new plant and carry their ranking seniority to the new plant.

(133) When employees of the Yonkers Works are displaced from their occupation as a result of the transfer of their work to the Bloomington Plant, the following procedure shall be observed: . . . .

Each employee who elects to move to the Bloomington Plant will carry with him his seniority and the benefits and privileges this seniority entails in the Bloomington Plant . . . .

The method of combining seniority rosters in mergers may present particularly difficult problems, since some jobs frequently are lost. In the examples below, an employee's previous seniority remains intact, although it may not guarantee him a job:

(46) In all consolidations of branches or plants of one company under contract with [the union], seniority shall be merged. If the company acquires all or any part of an 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 six (6) months 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 nonunion employees, or employees who have been members of the union for less than six (6) months, 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 [the union].

(141) When two (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.

When the transfer was initiated by the company, workers usually moved with full seniority:

(142) Employees transferred from one of the employer's facilities to another for the convenience of the employer shall retain all previous earned seniority.

Staffing of new plants requires experienced personnel, and the grant of full seniority may encourage senior employees to transfer, thereby providing a nuculeus for the new operation:

(143) Except where prohibited by law, whenever the company transfers operations or departments from any plant(s) covered by this agreement to a vacant plant which is newly acquired or built by the company, employees engaged on such operations or employed in such departments may, if they so desire, be transferred to the new plant with their full company seniority.

(144) When an employer establishes a new location within the geographical jurisdiction of /specified unions/, and recruits part of the crew from one of his places of business already under agreement with any of the above-named unions, all rights as to seniority and as to other provisions of this agreement shall apply to such employees.

(145) In the event any new plant is created as a result of the reorganization of any existing plant, employees assigned to work in the new plant shall carry forward their seniority to the new plant.

In some situations, full seniority is granted only after a minimum period of employment at the new location:

(146) A person transferred to work covered by this agreement (1) from another company in the . . . system, or (2) who has not previously been employed on work now covered by this agreement shall accumulate seniority from the date of transfer provided, however, that after a period of eighteen (18) consecutive months of employment on work covered by this agreement he shall be credited with seniority equal to his total net credited . . . system service.

Varying Seniority. The greatest number of workers were covered by provisions which varied seniority ranking according to the reason for the transfer.

The reason of the transfer appears to have influenced the parties' decision on the degree of seniority to provide. When the transfer involves a large group of workers, there appears to be a greater readiness to provide for full seniority than when single workers are involved:

(147) If an employee is transferred from one plant to another at his request, his seniority shall be cancelled in the plant from which he was transferred and he shall establish seniority in the plant to which he transferred . . . .

When operations or departments are moved from one plant to another, owned, rented or leased by the company . . . it is agreed that employees working on such operations or employed in such departments also are transferred, if they so desire, and shall carry their seniority in their home plant.

Employees may be credited with full seniority when a transfer occurs at the company's request, but may be granted less than full seniority if the worker himself requests the transfer:

(148) An employee who is permanently transferred to an established branch outside a given area at his own request shall retain his seniority in the branch from which he was transferred for a period of three (3) months. Thereafter, he shall have seniority in the area where then employed equal to his total length of service in such area, plus a seniority credit equal to 50 percent of his previous unbroken seniority within the bargaining unit. After an additional nine (9) months' service in such area, he shall be given an additional seniority credit equal to 25 percent of his unbroken seniority within the bargaining unit prior to his permanent transfer.

An employee who is permanently transferred outside a given area at the request of the company, or who is permanently transferred to a new branch starting operation, shall retain full seniority credit as is in effect at the date of transfer.

New Employee Status. In some situations, the transferred employee begins his job as a new employee for purposes of competitive seniority, but usually retains his total length of service for certain benefits such as vacations and pensions:

(149) An employee whose request for transfer of employment to another company plant or branch is granted shall not have his continuous service with the company broken in so far as such provisions affecting vacations, sick leave, pensions, etc. are concerned but his seniority rights shall be broken and he must start as a new employee on his seniority according to the union contract in effect at the plant to which he has transferred.

Only one-sixth of the agreements containing references to seniority at the new location provided for a loss of seniority upon transfer.

The agreement to limit seniority is generally based on the reason for transfer. During periods of labor surplus, a job may outweigh the disavantages of lost seniority:

(14) An employee laid off from one plant who is offered and who accepts a job at another plant in accordance with the foregoing provisions will have the same obligation to report for work there as though he were a laid-off employee at that plant. During his employment at that plant, he will be subject to all the rules and conditions of employment in effect at that plant. He will be considered as a new employee at that plant for all purposes except that the /probationary period/ provisions . . . will not be applicable, and his plant continuous service for determining his seniority for purposes of layoff and recall from layoff at that plant shall be no less than his continuous employment at that plant plus 60 days . . . .

On the other hand, the seniority of employees at the new location may be safeguarded:

(150) If the work is transferred to a location at which employees of the company have been working prior to the transfer of work described herein, then in no case shall any employee exercising the right provided in this article hold seniority over any employee already at the new location. This provision is understood not to reduce such employee's length of service as distinguished from his "seniority" after exercising such right.

Because a transferred employee may be the first affected if a layoff occurs at the new location, it is sometimes provided that total company service be applied in this instance:

(108) When a refinery employee with two (2) or more years of seniority is transferred to a different refinery, under the provisions of section (b) /plant shutdown/ hereof, he shall be entitled to promotions and demotions on the basis of his plant seniority in the plant to which he is so transferred and according to the seniority rules in effect at that plant. However, he shall be entitled to exercise his full company seniority as protection against a layoff.

Like most situations that affect seniority, the parties frequently recognize the need for continuing review:

(151) The parties acknowledge that specific /interplant transfer/ situations may arise which may not be covered by the rules . . . or in which the parties may feel that different treatment of the problem is necessary. Therefore, any different mutual agreements and/or disputes over these matters shall be submitted to the Central Conference Area Joint Committee, which committee is hereby authorized to create a standing seniority committee . . . .

Modified Seniority. In a few instances, the parties developed an arrangement under which specified proportions of the employee's previous seniority was to be retained. By this approach, a formula may or may not give more recognition to long-service employees:

(152) Any employee transferred to another plant will:

(1) Be credited at the plant to which he is transferred with full service rights other than seniority.

(2) Be credited at the plant to which he is transferred with department seniority and continuous service for displacement purposes as follows:

a. An employee with five (5) or more years of continuous service in the plant from which transferred shall be credited with five (5) years of department seniority in the department to which he is initially assigned, and five (5) years of continuous service for seniority purposes as of the date of the transfer, and

b. An employee with less than five (5) years of continuous service in the plant from which transferred, shall be credited with two (2) years of seniority in the department to which he is initially assigned, and two years of continuous service for seniority purposes as of the date transferred, but in no event in excess of the continuous service accumulated at the prior plant. Such employee shall not receive further credit towards department seniority or continuous service until such time as his master agreement seniority shall exceed the amount of continuous service credited at the time of transfer.

(153) . . . Employees transferred to another exchange, office or permanent headquarters due to dial conversion or change in method of operation will be allowed one-third (1/3) of their local seniority after they have completed a training and break-in period of no more than three (3) months.

(154) All local seniority agreements shall be modified to provide the following:

An employee who had 10 years or more of accredited service or seniority at the time of layoff and who accepts a job transfer under any of the provisions of this part . . . shall be credited with local plant bargaining unit seniority at the plant to which he is transferred equal to the period of time which has elapsed since April 1, 1965, up to a maximum of 2 years. This provision shall not be applicable to plants which were not covered by this agreement on March 25, 1965, unless the local union at such plant agrees to make it applicable.

Specific dates applicable only in determining seniority status in transfers also were mentioned:

(124) The seniority date of the transferred employee at the plant to which he is transferred shall be September 21, 1964, or his continuous service date as shown on the master seniority list, whichever is later.

(155) Questions relating to seniority and its administration in determining the filling of vacancies, layoffs, and transfers in each local plant, provided, however, that:

In the event that the Edgewater, Baltimore, Los Angeles, St. Louis, or Hammond Plant is completely and permanently shut down, any employee of such plant who, as a result of the closing has the option to be transferred to any of the four remaining plants shall, if he accepts transfer, be granted seniority as of:

March 11, 1960, or his original seniority if later than March 11, 1960, if he transfers between the Edgewater, Baltimore, Los Angeles, or St. Louis plants, or

August 1, 1962, or his original service date if later than August 1962, if he transfers between Hammond and any of the four remaining plants.

Where an employee's right to transfer is recognized in the agreement, he may exercise it, as noted earlier, either by filling an existing vacancy or by interplant bidding. In these cases, some agreements permit the transfer with full seniority. Another practice permits employees in different locations to exchange positions. By this arrangement, seniority ranking becomes somewhat more complex. One approach is shown below:

(156) When two employees on different divisions desire to exchange divisions they shall, provided they secure consent of the company and the association, be permitted to do so. The seniority dates of both employees involved in such exchange shall be that of the junior employee party to the exchange . . . .

Wages in New Plant

One condition of prime importance to an employee considering a transfer is the wage he will receive. Most contracts, however, were silent on this issue. The absence of specific provisions may mean that certain types of transfers, particularly those at the request of the company or transfers of entire departments would not result in a loss of earnings.

Less than 16 percent of the agreements (93) having interplant transfer provisions specified how wage problems would be resolved.

Provision	Maintenance of income provisions					
	All industries		Manufacturing		Nonmanufacturing	
	Agreements	Workers (in thousands)	Agreements	Workers (in thousands)	Agreements	Workers (in thousands)
Total having income maintenance provision	93	538.2	29	193.6	64	344.6
Providing:						
Wage rate of new job	58	307.9	14	55.9	44	252.0
Wage rate of former job, for specified period	9	32.1	5	23.4	4	8.8
red circled	18	129.6	7	105.2	11	24.4
Various arrangements	8	68.7	3	9.2	5	59.6

Over 60 percent of these provisions specified that the transferred employee would receive the new job rate rather than the rate of his previous job.

Nine agreements specified that the transferee would be paid his old rate for a limited duration; 18 provided for the retention of the old rate until wage increases made the new rate equal to or in excess of the old rate; and 8 agreements specified that a new rate would be applied in some instances and the old rate in others.

New Wage Rate. Transfers which require a new rate at the receiving location do not automatically result in a reduced wage. An employee may transfer into a classification that pays more, the same, or less than his present position. Some agreements have provisions which involve each of these possibilities:

(157) B. Permanent Transfers

1. . . . The wage rate which will be paid in event of a permanent transfer will be established as follows:

   a. Transfer Within the Same Wage Rate Area

      Such transfer shall be made with no change in the employee's wage status except that wage progression adjustments required due to differences in starting rates shall be made . . . .

   b. Transfer to a Lower Wage Rate Area

      No change in wage rate except as limited by the provision of paragraph B-3 of this section. Wage increase increase consideration dates, if any, subsequent to the transfer shall be adjusted so that the transferred employee does not become eligible for the maximum rate in the new locality earlier than if he had been employed in the new locality.

   c. Transfer to a Higher Wage Rate Area

      The employee's transfer rate shall not be greater than he would have been receiving had he been employed in the new locality.

2. In the handling of transfers, the computation of the employee's transfer rate shall be based on current starting rates, wage progression and maximum rates in the employee's new location.

3. In any transfer, the employee's transfer wage rate shall not exceed the maximum wage rate of the job classification involved in the new locality.

Continuation of Existing Wage Rate. In some cases, the transferred employee retained his old rate, even though the job to which he was assigned may pay a lower wage. The previous rate may not be granted, however, if it exceeded the maximum of the rate range for the new position. In that case, the highest rate of the new job applied. Disparities in wage structures between the two locations were compensated for in some instances:

(65) Should any operations performed at Wood-Ridge, covered by the bargaining unit represented by /the union/, be moved to any other geographical area, each employee with two or more years of seniority whose job is eliminated will be offered the opportunity to move with his job if his job is performed at the new location.

An employee who accepts such offer will be paid at the new location at the rate of pay he is then receiving; provided, however, that if such rate is higher than the top rate being paid in the new plant for such job he will be paid at such top rate.

Achievement of the principal objective, that is, maintenance of income, was accomplished in a variety of ways. A continuation of the existing wage rate structure at the new location was one method:

(39) This agreement shall apply to all plants operated by /the company/ and upon the removal of any plant, department, or division . . . to another location where such operations are continued . . . or upon the acquisition of any new plant . . . all the employees affected shall be given or offered employment in the new location or place according to their seniority and placed in the same status in regard to pay, wages, hours, and other working conditions as before said removal occurred, and such new plant operated by /the company/ shall be covered by all the terms and conditions hereof . . . .

(87) . . . Where an employer moves outside of the area of this agreement and has no existing terminal or branch, he shall first offer employment to present employees who are affected or will be affected at the new terminal at their present rates. Where the employer presently operates a terminal and increases the need for the employees because of the closing of an existing terminal and operates back into the area of the closed terminal, the employees affected by the closing of the terminal shall have full seniority rights, wages and hours presently enjoyed in the area previously serviced.

Other provisions merely stated that the employee shall suffer no loss in pay:

(158) Any driver working under the conditions of this contract shall not suffer a loss in wage because of transfer to a zone or territory within the Chicago Metropolitan Area where the prevailing rate per hour is less than the rate he is receiving under this contract. This applies to drivers doing only comparable work.

(159) . . . The transferred employee, or employees, shall suffer no reduction in rate of pay as a result of such transfer.

(160) There shall be no reduction in salary or impairment of accrued contract rights as a result of such transfer. This section shall not apply to persons working under personal service contracts with the employer which provide for such transfer.

The period for which an employee retained a red circle rate was not always specified. In many instances, however, the agreements specifically detailed the procedure for eliminating these special rates:

(161) An employee on a personalized rate shall retain this rate until the rate for the job that he is filling equals or exceeds his personalized rate. During the time that the employee is on a personalized rate he may bid for a higher classified job and retain his personalized rate if the rate for the higher job is less than his personalized rate. However, if he bids for a lower classified job he shall lose his personalized rate and take the regular rate for that job.

Continuation of Wage Rates for a Limited Period. A few agreements guaranteed the old wage rate for a limited period of time, thereby acting as a cushion during the transitional period. Varying lengths of time were specified, ranging from 2 weeks to 1 year:

(5) An employee transferred from his job to the same job in another plant will be paid his average or his piece work earnings, whichever is higher, for a reasonable period of time, not to exceed two (2) weeks, except in unusual circumstances, in which case the period shall not exceed four (4) weeks, in order for him to become familiar with conditions in the plant transferred to.

(162) Should such transfers become necessary, such employees will be paid a relocation wage differential equivalent to the difference between their former rate and their new rate for a period of six (6) months following their transfer. In no case shall the wage differential payment exceed 30 percent of the employee's wage rate in his last regular employment.

(154) An employee with 10 years or more of accredited service who obtains a job under any of the provisions of this part . . . shall be entitled to receive the same income differential allowance guarantee he was receiving prior to layoff for a period of one year from the date of transfer. Following the first year, the employee shall be subject to the rate retention practices in effect at his new plant.

In a few, the period varied according to the length of service:

(66) In the case of abolition, combination or permanent reduction of a department or the permanent reduction of personnel in a job, the persons permanently transferred shall have their job rate continued according to the following schedule unless the rate of the job is higher, then they shall receive the higher rate:

Seniority	Job rate to be contunied for
Less than 3 years	0 weeks
3 years but less than 5 years	6 weeks
5 years but less than 10 years	13 weeks
10 years but less than 20 years	26 weeks
20 years and over	52 weeks

Flowback Arrangements

Seniority Status Upon Flowback. Whether by choice or necessity, employees may have to return to the plant from which they were transferred. When this occurs, a question arises as to the worker's seniority status in the former plant. Should he be returned with full seniority, full seniority only if he has not been away for an extended period, no seniority at all, or should his rank depend upon the reason for the transfer.

When an employee on layoff is granted transfer rights at another location, he may expect to be recalled at some stage. He may look upon the transfer as a temporary expedient until the time of recall. Employees at the former plant are not affected by the recall since this action is required to fill a vacancy. In other cases, such as a plant closing, the right to return is meaningless unless the plant reopens at a subsequent date.

Provisions concerned with seniority upon flowback were included in 238 agreements (table 6). Ninety-seven agreements specified that total earned service in the company would be retained for an indefinite period in both the old and new plants; 45 provided that the duration of seniority rights varied, depending on the reason for transfer; and 80 granted full seniority only for a given period of time. Sixteen of the 238 agreements, covering only 80,000 workers, specified that seniority would be lost upon flowback.

Various approaches were employed to afford indefinite full seniority. Sometimes, these were in the form of positive statements:

(122) When opportunity arises, an employee involuntarily transferred by the company . . . shall be afforded an opportunity to retransfer to his former job or to another job for which he is qualified at the first exchange from which he was transferred. The retransfer shall be afforded in accord with seniority limited only by necessary considerations of telephone service requirements.

The company will neither engage a new employee nor reengage a former employee with less seniority than the employee involuntarily transferred . . . for a job which the involuntarily transferred employee can fill in accord with /the above paragraph/. . . .

When additions to the work force are required reinstatement shall be offered in the order of seniority to the extent that the individual can do the work.

Employees who have transferred in lieu of layoff shall have opportunity for retransfer before former employees of lesser seniority are reinstated or new employees are engaged. . . .

(163) Employees laid off at their home plant of a company desiring employment in other new existing plants of such company will be offered employment in such other plants of the company . . . The senior employee . . . will be given preference in such cases at the time the opening occurs for such jobs.

When so hired, such employee will accumulate plant seniority at both his home plant and the other plant and his service at the other plant will be counted for vacation and pension purposes.

Such employee must return to his home plant in the event of a recall or lose all seniority accumulated at the home plant.

Other situations were sometimes contingent upon the transfer of operations to the original plant:

(54) Should any department currently operating in the /designated/ plant be eliminated and moved to a new plant operated by /the company/ within a fifty (50) mile radius . . . the employees performing the eliminated job classification will be given the opportunity to transfer . . . taking their full seniority with them. At that time they would relinquish their seniority rights /at the old plant/. Should the new facility subsequently close and the operation be transferred back . . . the employees' . . . seniority will be restored.

Flowback rights often were limited to a stated period. A reasonable trial period for adjustment usually was given to the employee, but if either party desired a transfer back to the previous location, it generally had to be completed within a specified period:

(69) When an employee is transferred to another department or plant, the employee may return to his original department within sixty (60) days if there is work available. During such sixty (60) day period, the company shall have the right to return such employee to his original department if his performance is unsatisfactory.

The rights to return to the original plant also were limited to specified durations. Considerable variation was found in the length of this period:

(164) When a branch, terminal, division or operation is closed and the work . . . is eliminated, an employee who was formerly employed at another branch, terminal, division or operation shall have the right to transfer back to such former branch, terminal, division or operation and exercise his seniority on date of hire at the branch, terminal, division or operation into which he is transferring provided he has not been away from such original terminal for more than three years.

(165) In the event of a transfer (other than by reason of a reduction in force) on the company's initiative or a promotion of an employee in the bargaining unit to a bargaining unit job in the same or a different line of promotion in a location or in the same or a different line of promotion in a different location, the transferred or promoted employee shall maintain his job seniority in his old job for a period of three (3) years. Within the first six (6) months following such transfer or promotion he shall, if he so desires, be permitted to return to his old job. If he elects within the first six (6) months to return to his old job or if he should be retransferred on the company's initiative within three (3) years following such transfer, his job seniority shall be completed by allowing all time spent in the transfer job.

When more than one cause created flowback rights, it was found that the duration of these rights varied with the reason for transfer:

(166) A /laid off/ employee who accepts available work at another plant . . . shall be a new employee in the plant in which he accepts such work. On being recalled to his former plant, he shall have full seniority rights with accumulated seniority, but shall have no seniority rights in the plant from which he was recalled. . . .

An employee who is transferred either by the corporation or at his own request from one bargaining unit represented by the union to another such unit shall start work as a new employee in the unit to which he is transferred and shall retain his seniority in the former unit for a period of time equal to the seniority he had at the time of such transfer, or for twelve (12) months, from the date he last worked in said unit whichever is longer . . .

An employee transferred pursuant to the terms of this paragraph shall not return to his former unit unless and until he is laid off . . . . If when so laid off, his seniority in his former unit has not terminated, he may elect (1) to remain on layoff at the unit and in such case his seniority at all former units shall terminate, or (2) to return to his former unit with full accumulated seniority and in such case his seniority at the new unit shall terminate. If he makes no election, he shall retain seniority in his former unit and lose seniority in the new unit.

The reasons for transferring varied the seniority status of the 2.2 million workers involved, as shown below:

Reason for transfer	Agreements	Workers (in thousands)
Preferential hiring	157	1,933.1
Seniority lost upon flowback	7	64.2
Seniority maintained for given period	50	457.9
Full seniority retained	64	947.5
Seniority varies	36	463.5
Displacement and layoff	166	1,843.6
Seniority lost upon flowback	7	57.5
Seniority maintained for given period	53	445.7
Full seniority retained	68	885.4
Seniority varies	38	455.1
Transfer of operations	99	1,343.9
Seniority lost upon flowback	6	40.9
Seniority maintained for given period	50	481.1
Full seniority retained	25	642.0
Seniority varies	18	179.9
Staffing new plants	78	1,087.8
Seniority lost upon flowback	3	10.0
Seniority maintained for given period	43	439.7
Full seniority retained	15	436.2
Seniority varies	17	202.0

Provisions which stated that seniority was completely lost at the original location were not widespread. In some agreements, loss of seniority was implied when the employee permanently left the bargaining unit:

(167) An employee, not on layoff from the bargaining unit, who accepts employment with the company at a plant or location not covered by this agreement, shall forfeit all seniority rights.

(168) Any employee who is transferred from one location to another location in a different bargaining unit shall immediately have the same retention credit status at the location to which transferred as he had at his former location, and he shall no longer have retention credit at the location from which transferred.

Other situations that affected seniority did not always specify the underlying purposes or causes:

(169) . . . In the event that an employee is transferred after July 18, 1961, on a permanent basis to an occupation outside the Springfield plant, he shall lose all his seniority.

(170) . . . Transferred employees shall carry their total accumulated seniority with them.

Their total accumulated seniority after such transfer will then be applicable only in the plant to which transferred, except /as provided/. . . .

An employee having seniority of ten (10) years or more shall, for the purposes of layoff and recall from layoff, have seniority rights in his job classification in other plants covered by this agreement, provided, however, that if transferred to another plant as a result of such seniority rights, the employee's plant-wide seniority rights shall apply only in the plant to which he is so transferred, unless at some future date he may be subject to layoff.

Flowback Rights. One of the conditions an employee would want to consider when making a decision to transfer is whether and with what consequences he may return to his former location. Having the knowledge that in case of a layoff he can secure employment at another of the company's locations, the question is raised as to whether this move will affect his opportunities when jobs again are available at the former location. Of the 586 agreements having interplant transfer provisions, 222 agreements covering over 2 million workers dealt with this question. For the most part, these provisions were not precise. For example, provisions covering over 1 million workers did not specify the duration of these rights, whereas over 900,000 workers were covered by provisions in which duration of flowback rights varied, depending upon the circumstances. Slightly over 100,000 employees were covered by provisions giving a specific period of time in which the employee would have the right to return. The times specified in these instances were as follows:

Length of time	Agreements	Workers (in thousands)
1 month	3	3.4
2 months	2	5.5
3 months	5	11.3
6 months	7	19.1
1 year	2	7.6
18 months	1	6.3
2 years	7	45.3
3 years	4	17.8

One of the major difficulties confronting an employee was a transfer which required relocation of a household. If the transfer is within the same commuting area, then flowback rights present much less concern to the employee than if his decision requires movement of his household. A decision to return embraced the same problem. In addition, his earnings were protected only if he accepted the highest rated job offered through a transfer, and if a lower rated job was made available at the old location, the question arose as to which choice to make.

Flowback rights generally may be exercised for a variety of reasons: Personal, inability to qualify for a job, layoffs at new location, recalls, etc. However, due to the inprecise language of the provisions, the Bureau's determination was confined to whether the rights existed and not precisely how those rights were invoked.

Flowback rights were, at times, stated in a manner which did little more than indicate their existence. References to these rights were found in situations in which seniority was lost at the new location when flowback was exercised:

(171) Transferred employees who accept recall to any other location of the company covered by this master agreement, under the terms of such location's recall procedure, shall lose seniority at the plant to which he was transferred under the provisions of this article, and shall work a minimum notice period of five (5) working days before returning to the previous location.

Although some agreements permit a transferring employee to retain the seniority he earned in the plant from which he moved, this may be lost if he declined to return when employment was available again:

(172) Such employees of a unit or plant, who are hired in another unit or plant, shall be considered as new employees in that unit or plant for purpose of seniority. Such employees shall not forfeit their seniority rights in the unit or plant from which they were laid off, unless they reject recall to the plant from which they were originally laid off.

Because transfers may occur not only by a lack of employment but also by the need of other plant locations, the opportunity to transfer back is generally provided. In this illustration, the right is available to only long-service employees:

(173) An employee in the bargaining unit who transfers out . . . to an off-site missile base and who has five (5) or more years seniority at time of regression may be returned . . . to the highest occupation he is "capable of performing," displacing an employee . . . with less seniority.

The right to flowback may depend upon the reason for the transfer. This was the situation for over 900,000 workers. Thus, a time limit may be specified under certain circumstances, but no limit imposed in others:

(87) Opening new branches

. . . The transferred employees shall for a period of thirty (30) days following the transfer, have an unqualified right to return to their old terminal and carry with them their seniority.

Closing of branches

When a branch or terminal is closed and the work . . . is eliminated, an employee who was formerly employed at another branch or terminal shall have the right to transfer back and exercise his seniority based on the date of hire at the branch or terminal unto which he is transferring.

Again, the provisions may not require any action of the employee or they may require a request to return:

(174) . . . When an employee in a given department in one plant is to be laid off . . . following such a layoff, the least senior employee or employees . . . will be shifted from one plant to another to restore the proper balance if necessary. Employee's refusal to accept such a shift from one plant to another, shall be deemed a voluntary resignation without severance pay. An employee accepting such a shift from one plant to another, will be returned to his original plant in order of seniority when recalls are made. However, an employee who was shifted from one plant to another as a result of the physical relocation of work and who requests such return, will be returned to his original plant in order of seniority when recalls and new hires are made.

At times, the company and the employee could exercise flowback rights within a definite time limit:

(138) An employee who is permitted to transfer to another unit or permitted to transfer to another department within a unit may return voluntarily or be returned by the company at any time, and for reason, prior to having worked forty-five (45) days in the new unit or department. On such a return his seniority for time worked in the new unit or new department shall be credited to his accumulated seniority in the unit or department to which he returns.

Chapter IV. Relocation Allowances

Prevalence

Provisions that require a company to pay all or a part of the costs of relocation were included in 202 (34.5 percent) of the 586 major collective bargaining agreements having interplant transfer clauses and applied to 2.1 million (60.1 percent) of the 3.4 million workers involved. Of the 342 manufacturing agreements having interplant transfer provisions, 28.9 percent contained relocation allowance clauses, applying to 64.6 percent of the workers covered by these provisions. In nonmanufacturing, 42.2 percent of the 244 agreements having interplant transfer provisions had these clauses, applying to 53.6 percent of the workers (table 7).

The relocation allowance provisions were most prevalent in two manufacturing industries—primary metals and transportation equipment—where problems of displacement and permanent layoff due to plant closings and relocations have been of importance in the post-war period, and in three nonmanufacturing industries—transportation (primarily trucking), utilities, and communications—where the nature of business operations, or changes in the demand for services, make frequent transfers of personnel necessary.[10] Although these five industries accounted for less than one-half the major agreements having interplant transfer provisions, and slightly less than seven-tenths of the workers so covered, they accounted for more than three-fourths of all relocation allowance clauses, and nearly nine-tenths of the protected workers.

By comparison, relocation allowance provisions were rare or nonexistent in many industries. A number of possible explanations may be advanced for these low prevalences. In industries having relatively stable employment, unions may have elected to emphasize other employee benefits. In some industries, such as apparel and retail trade, transfers are usually to another shop or store in the local area and require no change of residence. In industries with a predominately female work force, employees may lack interest in transferring to other areas. (Married women normally cannot transfer because of their husbands' employment.) Some concerns may handle relocation allowances on an informal basis; the absence of a formal clause does not, of course, mean that relocation benefits are never paid.

Although about 25 national or international unions were in the 202 agreements having relocation benefits clauses, the bulk (73.8 percent), covering nearly 90 percent of the workers, were negotiated by six unions whose main areas of organization closely reflected the concentration of relocation clauses by industry. These six unions also accounted for most of the interplant transfer provisions, by only 36 percent of the agreements and 44 percent of the workers in the 1,823 agreements analyzed.

Union	Total referring to interplant transfer		Total referring to relocation allowance			
			Number		Percent	
	Agreements	Workers (in thousands)	Agreements	Workers (in thousands)	Agreements	Workers (in thousands)
All unions	586	3,444.8	202	2,078.1	34.5	60.3
Steelworkers	63	481.7	41	430.6	65.1	89.4
Auto workers	70	871.6	29	737.7	41.4	84.6
Teamsters	73	498.5	30	351.2	41.1	70.5
Electrical workers (IBEW)	43	127.9	23	77.1	53.5	60.3
Communications workers	41	318.5	19	169.3	46.3	53.1
Machinists	26	166.8	7	76.9	26.9	46.1
All other unions	270	979.9	53	235.4	19.6	24.0

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

[10] Mergers and consolidations in the transportation industry also have created displacement problems.

Like interplant transfer provisions, relocation allowance provisions were found in a greater proportion of agreements covering 5,000 workers or more than in smaller ones, as the larger agreements were more likely to apply to more than one plant.

The majority of relocation allowance provisions were found in agreements pertaining to production and maintenance (blue-collar) workers. This is not surprising, since these agreements made up the bulk of those studied. However, as the tabulation below indicates, the proportion of agreements providing relocation allowances to blue-collar workers in interplant transfers also exceeded the proportion providing similar benefits to the three white-collar groups combined.

Occupational group	Total agreements having interplant transfer provisions	Total agreements having interplant allowance provisions	
	Number	Number	Percent
All groups	586	202	34.5
Plant and maintenance	479	173	36.1
All white collar	155	45	29.0
Professional and technical	14	7	50.0
Clerical	93	32	34.4
Sales	48	6	12.5

NOTE: The figures are nonadditive because some agreements applied to more than 1 occupational group.

Source of Payment

Most of the agreements did not specify the source of the funds from which relocation allowances were to be paid. Twenty-six agreements, however, provided for a separately negotiated fund. All of these were in manufacturing, particularly in industries organized by the Steelworkers, Auto Workers, and the meatpacking unions. These were usually multipurpose funds from which supplemental unemployment and separation benefits, as well as relocation benefits, were paid:

(124) . . . moving expenses shall be charged against the Automation Fund. In the event, however, that there is insufficient money left in the Automation Fund, the company shall pay the moving expenses in accordance with the above schedule.

(175) An employee who is assigned a job at a new location . . . will receive a relocation allowance from the SUB Fund promptly after the commencement of his employment at the plant to which he is relocated . . . .

Applicability of Relocation Allowance Provisions

Scope. As the preceding chapter on interplant transfers indicated, about one-quarter of the interplant transfer provisions limited these transfers to movements between specific plants, or within specific geographical regions, rather than permitting unrestricted or companywide employee movements. These limitations also applied to relocation allowances.

Of 140 agreements specifically limiting interplant transfers to less than a companywide basis, only 40 (28.6 percent) provided for relocation allowances. However, these 40 agreements covered over two-thirds of the affected workers. By comparison, 162 of the 436 agreements having no specific limitations on transfers within the company also provided for relocation allowances, and applied to 56.8 percent of the workers. One reason for the lower prevalence of relocation allowance clauses in agreements limiting interplant transfers may be that they tended to restrict interplant movements to plants within reasonable commuting distances.

A number of the transfer provisions in these agreements also applied to intercompany transfers, but no clauses specifically called for payment of relocation allowances.

Applicability	Total referring to interplant transfer		Total referring to relocation allowance			
			Number		Percent	
	Agreements	Workers (in thousands)	Agreements	Workers (in thousands)	Agreements	Workers (in thousands)
All arrangements	586	3,444.8	202	2,078.1	35.5	60.3
Less than companywide	140	1,159.3	40	806.9	28.6	69.6
Companywide	348	1,532.1	122	807.6	35.1	52.7
Inter- and intra-company	88	704.4	[1] 40	463.7	45.5	65.8
Inter-company only	10	49.0	-	-	-	-

[1] The relocation allowances provided in these agreements were available only in the case of intracompany transfers.

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

Circumstances of Transfer. Since relocation benefits may represent a significant company expenditure, all 202 agreements specified the kinds of transfers approved for payment. These were classified into one or a combination of the following: (1) Transfers resulting from displacement or layoff, (2) transfers at the request of or for the convenience of the company, and (3) transfers at the request of the employee.[11]

Applicability	Agreements	Workers (in thousands)
Allowance applicable in—		
Displacement and layoff	133	1,755.9
Company convenience	75	302.8
Employee request	8	62.1

NOTE: Nonadditive, as some agreements provided for payment of relocation allowances under more than 1 type of situation.

In nearly two-thirds of the 202 agreements, the clauses referring to company payment of relocation expenses were applicable when the transfer of employees among plants was the result of displacement or layoff. In 124 agreements, involving almost 1.7 million workers, this was the only condition indicated; an additional 9 agreements covering 85,000 workers included it in combination with a company or employee request.

The following are examples of agreement language requiring payment of moving benefits in displacements and layoffs. Details generally were indicated in the interplant transfer provisions and thus were not repeated in the relocation allowance clauses:

(100) An employee shall be eligible for a relocation allowance provided that:

He is engaged on an operation or employed in a department which is transferred on or after January 1, 1962, from one plant . . . to another plant . . . of the corporation and he transfers to the new plant pursuant to the section of the collective bargaining agreement relating to transfer of operations between plants . . . .

11 These categories are not necessarily mutually exclusive. For example, an employee transferring "at the request of the company" may be avoiding a displacement or layoff. Most of the provisions did not specify the wide variety of transfer situations that may be encountered.

(176) An employee with ten (10) years or more of seniority on continuous service who accepts employment under this /section/ at least 50 miles from the plant from which he was laid off and who changes his permanent residence as a result thereof will receive a relocation reimbursement allowance under this program promptly after the commencement of his employment at the plant to which he is relocated . . . .

(108) In the event of permanent refinery shutdowns, when an employee exercises the continued employment privilege and thereby is compelled to move, the employer will pay the cost of moving as defined and limited in section 3 hereof.

(177) An employee who is employed . . . in a plant at least 50 miles from the plant from which he was laid off and who changes his permanent residence as a result thereof will receive a relocation allowance from the fund promptly after the commencement of his employment at the plant to which he is relocated . . . .

A significant proportion (37 percent) of the agreements required payment of relocation allowances when the transfer was made at the request of, or for the convenience of, the company. In 62 of these agreements, this was the only condition specified for payment, whereas an additional 13 agreements specified displacement or employee request as well.

Clauses providing for relocation benefits in transfers at the company's request were found most frequently in agreements in the communications and utilities industries, where mass layoffs are infrequent, but where individual employees often are shifted from one location to another in the course of normal operations. Fifty-four of the 75 clauses were applicable in these two industries, 6 were in other nonmanufacturing agreements, and only 15 were scattered among the various manufacturing industries.

The following are representative of clauses providing for payment of relocation benefits in transfers at the employer's request. As is usual in these clauses, the specific reasons for the employer's request are not indicated:

(105) When the company initiates a transfer of an employee to a different exchange, moving expenses shall be borne by the company.

(73) If an eligible employee is transferred at the request of the company, from a job in the bargaining unit to an hourly rated job in another plant of the company he shall receive a moving allowance . . . .

(178) If the headquarters of an employee is changed at the company's request and it is necessary to change his residence, the company will pay the necessary moving expenses upon receiving a receipted moving bill from the employee . . . .

Although relocation allowance clauses appeared in over one-third of the major agreements stipulating interplant transfers at the employer's request, it is likely that some of the companies without formal clauses paid all or part of the expenses of employees transferring under these conditions; either as a matter of custom, or through informal arrangements or understandings with the unions involved.

Only a small number of allowance clauses provided for payment of benefits when the transfer was made at the request of the employee. Although 114 of the interplant transfer provisions studied (covering almost 1 million workers) indicated that employees might be permitted to transfer at their own request, only 8 agreements, involving 62,000 workers, required any company payment of relocation allowances or benefits. Usually, the employee qualified for full benefits only if the move represented a successful bid or a promotion:

(179) An employee who is transferred from one headquarters to another as a result of job bidding shall be paid at the regular rate of pay for reasonable travel time, moving expenses, meals and lodging en route, as determined by the company.

(180) If an employee is required to move because of a promotion for which he has made application, the company will pay actual moving expenses up to one hundred thirty dollars ($130). In the application of this paragraph a transfer from lineman to serviceman shall be considered as a promotion.

Types of Transfers Excluded From Payment of Relocation Benefits. As noted above, agreements providing for relocation benefits in transfers at an employee's request were rare. It was more common to find clauses stating that these expenses would not be reimbursed:

(181) If an employer changes his present operation, and in so doing requires an employee to change his residence, then in such case, the employer shall make provisions for moving such employee's household goods. This provision shall not apply to moves . . . where an employee changes his residence as a result of a voluntary transfer.

(182) When an employee requests a change of headquarters, the expense involved in such change shall be borne by the employee.

A relatively small number of agreements specifically withheld the allowance when the move was made under other circumstances, such as in disciplinary transfers, voluntary transfers back to the original plant, and even transfers to avoid layoff:

(183) Employees transferred permanently, to a new headquarters, with the exception of employees transferred for disciplinary reasons, shall have their reasonable moving expenses reimbursed.

(116) No relocation allowance shall be payable to any employee who is relocated under the provisions of this section with respect to any subsequent relocation to his original plant as a result of his recall to employment at such plant.

(184) . . . An employee who is transferred to another location in his unit to avoid being laid off, shall pay his own moving expenses . . . . The employee demoted on account of incompetency shall pay his own return moving expenses.

Determination of Employee Eligibility

In addition to the more general rules denoting conditions of transfer under which payment would or would not be paid, most relocation payment clauses contained rules for determining the eligibility of individual employees for benefits. These rules generally were designed to minimize or eliminate the company's obligation to bear excessive or unnecessary moving costs, or to limit payment to those employees most likely to remain permanently with the firm. Eligibility rules commonly applied in transfers resulting from displacement and layoff, and were relatively rare in clauses specifying transfer at the company's request.

Minimum Distance Requirements. Almost two-thirds of the agreements providing for moving benefits established a minimum distance requirement. This requirement was designed to exclude from consideration moves to plants within a reasonable commuting distance. Transfers within this distance would not impose a financial hardship on the transferred employee, and a change of residence would be more for convenience than necessity.

Minimum distance requirements were much more prevalent in clauses involving transfers necessitated by displacement or layoff than in those at company request.

Since minimum distance requirements were normally based on distances between plants, rather than the distance of the actual residential move, an employee might qualify for relocation benefits under some circumstances without actually moving to a

new address. To guard against these possibilities, many agreements specified that the employee must change his permanent residence to be eligible for benefits.

Usually, the minimum distance that qualified an employee for an allowance was 50 miles, although some clauses specified a lesser distance:

(17) Any employee whose seniority is transferred to another plant of the company . . . shall be paid a relocation allowance . . . if

the plant to which the employee is transferred is at least fifty (50) miles from the plant from which his seniority was transferred; and

as a result of such transfer he changes his permanent residence . . . .

(185) Where any employee is required, through no fault of his own, to change residence in order to follow employment as a result of an approved change of operation, the employer shall move the employee and assume the responsibility for proven loss of, or damage to, household goods due to such move, or pay his moving expenses, including insurance against loss or damage. This shall not apply to moves within the 75-mile radius as defined in the peddle run provision except where by past practice and agreement, a greater or lesser radius has been agreed to . . . .

(186) When the permanent headquarters of an employee are changed at the company's request and he decides to move his residence in consequence thereof, the company will pay the mutually agreed upon moving expense incurred within a reasonable period of time after such change of headquarters, if the distance from the employee's old headquarters to his new headquarters exceeds fifteen (15) road miles, unless the employee already lives nearer the new headquarters than the old headquarters.

Length of Service Requirements. Although length of service was often a factor in establishing an employee's rights in interplant transfer provisions, it was rarely a basis for determining eligibility for relocation benefits. The following is illustrative of the few clauses encountered that specifically limited benefit payments to senior employees:

(154) An employee with 10 years or more of seniority or accredited service who accepts employment under this /section/ at least 50 miles from the plant from which he was laid off and who changes his permanent residence as a result thereof will receive a relocation allowance (as a reimbursement for actual moving expenses) under this program promptly after the commencement of his employment at the plant to which he is relocated. . . .

Frequency of Payment. Some manufacturing agreements limited the employee's eligibility for relocation allowances to a single move within a specified time period. The purpose of a few clauses was to discourage frequent or unnecessary transfers at company expense where these moves might be possible under interplant bidding provisions:

(145) If a pipe line employee is transferred as a result of bidding on any posted job vacancy, the company shall allow to him the reasonable cost of transportation for himself, his family, and household effects only once in any consecutive calendar twelve (12) months, unless subsequent transfers are to a higher classification.

Other clauses, negotiated primarily with the Steelworkers, limited the frequency of paid moves resulting from displacement or layoff:

(177) Only one relocation allowance, as covered by this section, shall be allowed an employee in any twelve (12) month period.

Need or Hardship Requirement. One agreement indicated that the eligibility of the transferring employee would be determined by the company on the basis of need or hardship:

(187) . . . Where lines are transferred from one garage, car house or division to another, and then transferred within two years, the operators who came with the line must go with the line. Where such consolidation or amalgamation causes undue hardship and the employee shows cause, the company agrees to pay for reasonable moving expenses incurred by the employee in following his work.

Computing Relocation Allowances

Virtually all the agreements having relocation allowances specified the dollar amounts to be paid, the expenses covered, or both. Clauses providing for lump-sum payments usually established a range of predetermined amounts based on a combination of distance and marital status. Clauses providing payment of actual expenses usually enumerated those subject to payment and, in addition, set upper limits on the company's obligation to pay.

Lump-Sum Payments. The firm's simplest means of meeting its relocation benefit obligations is through the payment of predetermined lump sums. This method has several advantages and one important disadvantage. It is easy to administer, requires a minimum of bookkeeping, facilitates payment to the employee, and avoids the problem of determining the specific expenses that are compensable. The major disadvantage lies in the lack of relationship to actual expenses; the firm may make overpayments to some transferees and underpayments to others. To partially overcome this disadvantage, lump-sum payments are usually based on a combination of distance and marital status.

Predetermined lump-sum payments were required in over two-fifths of the relocation allowance provisions. Virtually all were found in manufacturing agreements, particularly in those negotiated by the Steelworkers and the Auto Workers. Usually, as in the following examples, a table was used, mileage was expressed as a range; and the employee was paid a flat amount based on his marital status and the distance of his move. The number of dependents was not a factor:

(136) An employee accepting an interplant transfer under the provisions of this agreement will be eligible to receive an allowance towards their moving expense as follows:

Distance between former plant and new plant	Single	Married or head of household
0-24	None	None
25-99	$40	$150
100-299	70	235
300-499	100	325
500-999	125	410
1,000 and up	150	500

(89) The amount of the relocation allowance will be determined as follows:

Miles between plant locations	Allowance for Single employees	Allowance for Married employees
50-99	$170	$445
100-299	200	495
300-499	250	570
500-999	320	700
1,000 or over	370	795

(188) The amount of relocation allowance will be determined in accordance with the following:

Miles between mine locations	Allowance for Single employees	Allowance for Married employees
50-99	$130	$380
100-299	150	420
300-499	180	490

(176) The amount of relocation reimbursement allowance will be determined in accordance with the following:

Miles between plant locations	Allowance for Single employees	Allowance for Married employees
50-99	$100	$250
100-299	125	350
300-499	150	450
500-999	200	550
1,000-1,499	250	650
1,500-1,999	300	750
2,000-2,499	350	850
2,500-2,999	400	950
3,000 or more	450	1000

Payments to married employees or heads of households ordinarily were from 2 to 3 times those to single employees for a given distance. The maximum amounts, paid to married workers moving the greatest specified distances, ranged from $200 to $1,000; $580 and $940 were the most common figures. A $500 maximum was the pattern in food (meatpacking), $580 in transportation equipment, and $940 in primary metals. Maximum payments of over $940 or under $500 were rare; the former occurring in a few Steelworkers-can manufacturers agreements and the latter in the handful of nonmanufacturing agreements providing for lump-sum payments.

Intervals	Agreements	Workers (in thousands)
Total referring to relocation allowances	202	2,078.1
Total lump-sum provisions	88	1,280.5
Maximum amounts:		
$200-$299	2	18.8
$300-$399	3	13.0
$400-$499	1	3.0
$500-$599	46	841.1
$600-$699	-	-
$700-$799	1	2.5
$800-$899	-	-
$900-$999	33	373.9
$1,000-$1,999	2	28.4

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

In addition to agreements based on the distance-marital status formula, a few transportation industry agreements specified payments to be made on the basis of marital status, and a single utilities agreement provided for payments based only on distance:

(189) In the event employes are permanently transferred by the company from one garage to another garage on account of work being transferred to that particular garage as covered by the labor agreement, financial assistance will be allowed to married employes in the amount of $300.00 and unmarried employes in the amount of $150.00, such amount to be payable at the time the employe reports for work at the new location. In addition, the employes so transferred will be allowed up to five (5) working days (40 hours) loss of earnings in effecting their relocation.

(190) In the event of (a) the promotion of a regular senior qualified employee to a higher classification as a result of successfully bidding on a new assignment, . . . employer will reimburse such regular senior qualified employee and will reimburse each of the first two (2) employees affected in any such displacement who move from their present locations to other locations on employer's system and remain employees of employer, for moving expenses incurred by such employees in moving from their present locations to their new locations, . . . according to the following schedule:

Moves between locations up to 100 miles apart	$200.00
Moves between locations between 100 miles and 200 miles apart	$300.00
Moves between locations more than 200 miles apart	$350.00

A lump-sum benefit provision by definition does not base payments on actual expenses, but presumably requires the employer to pay the full amount specified in the table, even if actual expenses are less. The following clause, therefore, while superficially resembling a lump-sum provision, is basically different, having characteristics in common with clauses requiring payment of actual expenses as well. Rather than fixed amounts to be paid regardless of expenses, the tabulated amounts are maximums payable only in the event actual expenses equal or exceed them.

(191) Employees who transfer in accordance with the procedure herein shall be entitled to receive allowance toward moving expenses in accordance with the following schedule:

Distance between former plant and new plant	Single	Married or head of household
0-24	None	None
25-99	$40	$150
100-299	70	235
300-499	100	325
500-999	125	410
1,000 or more	150	500

Such relocation allowance, subject to the above maximum limits, may at the employee's option include actual cost of moving possessions or transporting employee and his family to the new location. Where the employee elects not to move his possessions, such allowance may at the employees option include the amount which it would otherwise have cost to move such possessions (as evidenced by an estimate from a reputable mover). Where the employee moves his possessions himself, the allowance may at the employee's option include the cost of rental or trailer, truck, or other vehicle for such move, the reasonable value of labor for loading or unloading, and reasonable expenses of transportation.

Payment of Expenses. Under the most comprehensive expense clauses, the payments tend to be much more closely related to the actual costs of relocation than under clauses providing for only lump sums or flat amounts. However, they are more difficult to administer, require more paperwork on the part of both employers and employees, and may result in delayed payments. Because of the exclusions or limitations incorporated into many expense clauses, the employee may have no more protection in the event of unusual or excessive moving costs than he would have had under a lump-sum arrangement.

More than half the major agreements containing relocation benefit clauses required company payment of (or reimbursement for) actual expenses or losses, rather than payment of predetermined or lump-sum amounts. Some provided per diem allowances in addition to other expense payments. Nearly all the clauses were found in

nonmanufacturing agreements, largely in the transportation, communications and utilities industries. Whereas lump-sum payment provisions were commonly associated with displacements and layoffs, expense payment provisions (except for those in transportation agreements) were associated almost always with transfers at employer request.

Expense payment or loss compensation clauses exhibited wide variation. A few provided only for guarantees against wage losses during the move; others incorporated company payment of transportation and shipping costs; still others provided protection against a wide spectrum of possible losses and expenses incidental to the actual move.

Protection against wage loss was sometimes the only relocation benefit offered in transfers at the request of, or for the convenience of, the employee. However, when transfers were at the employer's request, wage guarantees also were accompanied by other expense benefits:

(179) Employees transferring from one location to another at employee's request shall pay their own moving and other expenses connected with moving, but there shall be no loss in pay, the same as if the company were moving them at company's request.

(108) When an employee is transferred from one property, district or plant to another at the specific instance and request of the employer, and thereby is compelled to move, the necessary ordinary and usual expenses incurred by such employee in moving shall be borne by the employer and the employee shall suffer no loss in pay for time lost in connection with making such a move.

In a substantial proportion of the agreements, the employer's obligation to pay was specifically limited to transportation and shipping (actual moving) costs, or less commonly, these costs plus protection against wage losses:

(192) When an employee is transferred on a permanent basis to another exchange for company convenience. . . the company shall pay the reasonable and necessary costs of moving the furniture and household effects, as well as the personal transportation, of the employee and those of his household.

(156) In the event a maintenance department employee is transferred on orders of the company from one shop to another, he will be allowed the actual costs of moving his household goods.

(193) When an employee is permanently transferred from one location to another permanent location, he shall suffer no loss of regular pay, and company agrees to pay the transportation expense and expenses incident to moving his family and household goods . . .

A few clauses, primarily in the transportation industry, gave the company the option of itself providing the transportation rather than reimbursing the employee or an outside carrier. In the illustration below, the employer also assumes responsibility for damage to household goods or provides insurance covering these damages:

(194) When any employee is required, through no fault of his own, to change residence in order to follow employment as a result of an approved change of operation, the employer shall move the employee and assume the responsibility for proven loss of, or damage to, household goods due to such move, or pay his moving expenses, including insurance against loss or damage.

Other clauses permitted the employer to choose the route, the agency or carrier, or other wise direct relocation:

(195) The company reserves the right, to select the transportation agency and to stipulate a maximum amount for such other moving expenses as the company may agree to bear under the circumstances of this specific transfer.

(196) Time scheduled by the company for travel via common carrier by the shortest practical route between the work locations to and from which the employee is transferred shall be paid for during the day shift schedule in effect at the job location from which he is transferred and, when sleeping accommodations are not provided, between 11:00 P. M. and 7:00 A.M., except when the /following provisions/ apply.

If an employee notifies the company of his intention to use his automobile as a means of transportation to the destination base location, the company shall schedule day and hour of departure and shall pay travel time incurred in such use over the route agreed upon by the employee and his supervisior at the time of transfer during the day shift schedule in effect at the job location from which the employee is transferred.

About one-fifth of the expense payment clauses provided for company payment of all or a part of the expenses incurred by transferees prior to or incidental to the actual move. Among others, these costs included preliminary trips to the new location in search of housing, or the expenses of meals and temporary lodging during the search for permanent housing following arrival at the new location. Most of these clauses were found in communications and utilities agreements:

(197) An employee who is transferred to a place of employment outside the metropolitan area shall receive, in addition to his regular pay, reimbursement for his actual expenses for a period of the first thirty days at the place to which he has been transferred and after the first thirty days, his actual expenses, but in no event more than $8.40 per day nor less than $5.60 per day for an additional thirty days, and thereafter, if not designated as a permanent transfer at the time of transfer unless and until the employer makes the election hereafter provided.

(137) An employee entitled to moving expenses . . . will be reimbursed for the following expenses to the extent they are reasonably incurred:

(a) The actual expense of moving the personal belongings of herself and dependents in her immediate family, including insurance of household furniture.

(b) The actual transportation expenses for herself and dependents in her immediate family.

(c) Meal, lodging and transportation expenses actually incurred by her, until her new residence is established, for a period not in excess of one month from the date of transfer. If warranted by unusual circumstances, the company may authorize the reimbursement of such expenses for a period in excess of one month.

(d) Meal, lodging and transportation expenses actually incurred for one other member of her immediate family while looking for a residence in the new community up to a maximum of three trips or six days.

(e) Meal and lodging expenses actually incurred for herself and dependents in her immediate family from the date of moving until delivery of household goods and connection of utilities, not to exceed three days.

(f) The actual cost of connecting basic utilities (telephone, electricity, gas and water) at the new location and, when authorized by the company, the cost of disconnecting normal household appliances (such as gas refrigerators, automatic washers, etc.) at the old location and of reconnecting at the new location.

(198) If it is not possible to give the employee reasonable notice of the proposed change in permanent headquarters, and it is necessary for the employee to live in the new location until he can arrange to move, the company will pay his reasonable board and lodging expenses not to exceed one calendar month unless otherwise agreed upon.

Eight of the more detailed clauses incorporated provisions for per diem allowances to cover items such as food and lodging, in addition to other expense payments. As illustrated below, in a few cases separate allowances were made to the transferee's dependents. The second example also provides a mileage allowance for automobile travel:

(95) (a) Employees shall receive a travel allowance while traveling to an off-site test and/or missile base in accordance with the following schedule:

(1) Employee, $10.00 per day.

(2) Spouse and dependent children twelve years of age or older, $10.00 per day.

(3) Dependent children under twelve years of age, $5.00 per day.

(199) Employee and Family Travel

If traveling from one location to another, the employee and family need not necessarily travel together. Different types of travel and applicable allowances are as follows:

1. If the entire family travels together in the personal car, an eight (8) cent mileage allowance will be paid. The employee will be paid $10.00 per diem, the spouse $10.00 per diem, and for each additional member of his immediate family $5.00 per diem.

2. If other than the personal car is used to transport the family or any members thereof, scheduled air transportation will be paid. For time in travel, the employee will be paid $10.00 per diem, the spouse $10.00 per diem, and for each additional member of his immediate family $5.00 per diem.

3. Only those people living in the employee's household and fully dependent upon the employee will be considered as members of his family.

Per Diem for Relocating Period

1. Married employees or single employees maintaining a household:

(a) A locating period not to exceed thirty (30) days including travel time may be provided for. Per diem during the locating period shall cease upon the day the household effects are placed in the selected residence.

(b) During the locating period, the employee will be paid $10.00 per diem, the spouse $10.00 per diem, and for each additional member of the immediate family $5.00 per diem,

(c) When dependent(s) travel independently of employee, the per diem will be for the actual time spent in travel up to the limit previously specified.

(d) If the employee elects to bring his family to the new location at a later date–within six months of the employee's arrival – the per diem for the employee may be paid for no more than thirty (30) days as outlined above. Per diem for the other members of the family may be paid in accordance with the foregoing after their later arrival.

2. Single employees not maintaining household:

Per diem of $10.00 for actual number of days taken to relocate, but not to exceed fifteen (15) days, including travel time.

(200) On prolonged-trip assignments, the employee will be: (i) paid a per diem allowance of $10.00 for a period of 10 days to cover expenses during the period of settlement at the new location if approved by the treasurer; and (ii) reimbursed for the cost of transporting his family and household effects to the new location, and retransporting them to the location of the employee's next permanent assignment by the company.

Among the most detailed of those examined, a few moving allowance clauses provided that, in addition to other specified expenses, the company would assume losses on rents paid in advance, losses on unexpired leases, or specified expenses incurred by the transferee in selling or buying a home. The clauses were concentrated in non-manufacturing agreements, particularly in communications:

(201) /The employee/ shall be reimbursed for loss of unexpired rent for a period not to exceed one month except that in case of undue hardship consideration will be given to reimbursing the employee for unexpired rent beyond one month.

(202) In cases of involuntary transfer, the employee shall . . . be reimbursed for loss of unexpired rent and shall be indemnified against any claim arising from non-fulfillment of his lease.

(9) Employees transferred with their work from one city to another city shall be paid /for/ real estate brokerage fees incurred and actually paid by the employee on the sale of his home and all expenses exclusive of the purchase price which the employee is obligated to pay in the settlement or closing transaction in the purchase of another home, limited to a total of $1,000 for the sale of the home or the sale and purchase combined; provided the employee owned his home on the date of this agreement and further provided that such sale and purchase takes place within two years of the date the employee was notified of his right to transfer, provided the employee has not quit, been discharged for cause or retired.

In contrast to the most detailed expense benefit provisions, a small number of clauses provided little or no detail beyond a general company commitment to pay "moving expenses" or the expenses of relocation. Depending on the practice under a particular agreement, "moving expenses" might be limited to the costs of shipping household furnishings, or might denote a much broader range of expenses:

(184) The company will pay the moving expense of any employee to the new place of residence in the general vicinity of his new location who is transferred and raised from a classification to a higher classification to fill a vacancy or new job; or of any employee who is transferred permanently from one location to another by the company without application or request from such employee . . .

(146) Moving expense will be paid if transfer is made at company's request.

(203) Any transfer of an employee to another town shall be agreeable to the employee and expenses of transfer to another town shall be borne by the employer.

Similarly, a few "flexible" clauses, such as the following, refrained from committing the company to payment of any specific expenses, but instead indicated that relocation expenses would be paid on the basis of designated conditions:

(204) It is mutually agreed and recognized:

1. That company operations throughout the country have become increasingly varied as to type and location.

2. That this in turn has required and will continue to require the use and application of different policies, regarding reimbursement for travel and relocation expenses, depending on the particular circumstances involved, such as: Housing, transportation and other personnel requirements; policies and requirements of the cognizant military and other governmental agencies; duration and nature of assignment; considerations as to any urgency identified with the assignment or operation involved; and other related factors.

Other Limitations

Agreements providing for payment of actual expenses rather than lump sums invariably contained language designed to protect the company from unduly high costs. In many agreements, the wording excluded certain specified expenses from payment, placed limitations on the expenses for which the firm would be responsible (in terms of weights or dollar amounts), or limited the time during which the payments were available:

(95) Actual normal packing, crating, appliance service, transportation storage, and all-risk insurance expenses for the employee's household goods not to exceed 8,000 pounds shall be paid by the company, subject to /specified/ conditions . . .

(205) Payment of the expense allowance or provision of transportation or meals and lodging . . . will be limited to the first thirteen weeks from the effective date of assignment at the new reporting base or until the effective date of the employee's change of residence, whichever occurs earlier.

(199) Insurance on household goods at actual cash value, not to exceed $10,000, shall be paid by the company. The insurance premium above $10,000 will be borne by the employee. Small items of value, such as jewelry, should be retained in the employee's personal baggage or forwarded by insured registered mail . . .

Storage in-transit for maximum of sixty (60) days plus delivery charges up to 8,000 pounds of household goods /shall be paid by the company/. The employee will be responsible for any storage charges beyond the 60-day limit.

Reasonable connection and disconnection charges for utilities including refrigerator, heater, range, washing machine, dryer and deep freeze. Excess charges for connection or disconnection of TV's, Hi-Fi's and equipment of this nature will be disallowed. Refundable deposits will be excluded.

Less specific limitations, often found in telephone company agreements, indicated only that the specified expenses were to be limited to "reasonable" amounts:

(206) If it is necessary for an employee permanently transferred from one county . . . to another (other than at his own request but including volunteers in situations where otherwise some other employee would be required to transfer) to move his residence, he will be reimbursed for the following expenses to the extent they were reasonably incurred.

Prevention of Duplicate Payments. In 61 agreements, the company's obligation was limited to a single payment or allowance for each family unit. This limitation was included to avoid the possibility of making duplicate payments in the event more than one member of a family was transferred by the company. It was generally included in Steelworker and Auto Worker agreements:

(17) Only one relocation allowance shall be paid where more than one member of a family living in the same residence are relocated pursuant to this section.

(207) Only one relocation allowance will be paid to the members of a family living in the same residence.

Sixty-nine clauses were designed to prevent any possible duplication of payment in the event present or future Federal or State legislation provided relocation benefits to affected employees. These clauses stated that the employer's obligation under the agreement would be reduced by the amount of any Federal or State relocation benefits that became available to the transferring employees:

(16) In the event an employee who is eligible to receive a relocation allowance under these provisions is also eligible to receive a relocation allowance or its equivalent under any present or future Federal or State legislation, the amount of relocation allowance provided under this sub-section when added to the amount of relocation allowance provided by such legislation shall not exceed the maximum amount of the relocation allowance the employee is eligible to receive under the provisions of this sub-section.

(52) The amount of an employee's moving allowance as computed above shall be reduced by the amount of any relocation, moving or living expense benefits that the employee receives or is eligible to receive will respect to such relocation under any present or future Federal or State law. For purposes of this paragraph, the employee shall be deemed eligible to receive benefits under Federal or State law even though he does not qualify for, or loses, such benefits through failure to make proper application therefor.

Treatment on Termination of Employment. Occasionally, an employee may elect to terminate his employment shortly after transferring, at company expense, to another plant. When this occurs, the company loses both the services of the employee and the amount paid for his relocation. To minimize the problem, a number of agreements established management's right to deduct the relocation amount from wages and other benefits owed the employee at the time of his separation. Usually, a time limitation was specified. These provisions were present in about 15 percent of the relocation allowance clauses and were relatively standard in Steelworker agreements. The following clause is representative:

(208) . . . The amount of such relocation allowance shall be deducted from moneys owed by the company in the form of pay, vacation benefits, SUB benefits, pensions or other benefits, if the employee quits, except as it shall be agreed locally that the employee had proper cause, or is discharged for cause any time during the 12 months following the start of such new job.

In some transportation equipment agreements, previously paid relocation amounts were deducted in the event an employee became eligible for separation pay following a retransfer back to his original plant:

(209) In the event an employee, after relocating to a new plant, exercises an option to return with his seniority to the seniority rolls of his original plant under conditions which would entitle him to a separation payment on the basis of such seniority, the amount of any moving allowance received will be deducted from any subsequent separation payment.

An additional company safeguard, also commonly found in transportation equipment agreements, provided that actual relocation benefits could not exceed the amounts credited to individual worker's separation pay or SUB accounts, regardless of the

amounts specified in the lump-sum table. Under these clauses, the company's obligation to pay full relocation benefits may be limited to long service (and presumably more permanent) employees:

(210) The amount of moving allowance will be the greater of the separation payment to which the employee would otherwise be entitled on the date of the application, or an amount equal to the applicant's unused credit units times the maximum SUB benefit payable under the SUB plan, but, in either case, will not exceed the applicable amount indicated in the relocation allowance table above.

(52) Effective for expenses occurred on or after January 1, 1968, the amount of a moving allowance shall be the greater of (a) the amount of separation payment which would have been paid under the supplemental unemployment benefit plan to the applicant assuming that he would have been eligible for a separation payment as of the date of his application for such moving allowance or (b) an amount equal to his unused credit units under the supplemental unemployment benefit plan as of the date his application is received by the company multiplied by forty dollars ($40); provided, however, that such moving allowance shall in no event be greater than the amount shown in the following table:

Since the voluntary quit rate is relatively high for unmarried workers, one agreement stated that these workers would be paid their relocation benefits in installments following transfer. A premature quit would result in termination of the remaining payments:

(196) To cover locating expenses, an employee without dependents shall receive $200 payable as follows: $24 for the workweek during which he first works at the base location, $24 for the next workweek, $14 for each of the next ten (10) workweeks and $12 for the next workweek, providing he remains on the payroll for each of the weeks in which payment is authorized.

In at least one other contract, the transferring employee had to agree to remain with the company for a relatively short period following the move:

(211) Should the company decide to move the plant or any department therein to a new location, any employee affected by the move and who agrees to change his residence to the new location and remain employed with the company for a minimum period of ninety (90) days, shall be reimbursed in a lump sum as moving allowance . . .

General Regulations Governing Payment

Although not subjected to a detailed analysis in the study, some of the more common procedural or administrative regulations governing payment of relocation benefits are illustrated by the following clauses, including language providing for prompt payment by the company, or requiring the transferee to furnish proof of residence change, proof of payment of covered expenses, or to make applications for benefits within a specified period of time:

(117) An employee who is assigned a job under this section. . ., and who changes his permanent residence as a result thereof, will receive a relocation allowance promptly after the commencement of his employment at the plant to which he is relocated . . .

(1) He must make written request for such allowance in accordance with the procedure established by the company.

(73) To be eligible for . . . a moving allowance under this section, and employee so transferred must:

a. establish that he has, in fact, changed his permanent residence as a result of the transfer, and

b. make written application to the. . . employee relations department for such moving allowance within six (6) months after the date of such transfer.

(202) In cases of voluntary and involuntary transfers, and employee so transferred shall be reimbursed for the actual cost of transportation, meals, lodging and the incidental expenses of himself, including drayage cost, upon presentation of receipted bills (or other evidence of payment) for such items.

Role of the Union

Most of the agreements did not mention the role of the union in the operation of the relocation benefit provisions, except with relation to the grievance procedure.[12] A few agreements, however, established joint committees for dealing with operational problems that might arise:

(57) The operation of this subsection . . . will be subject to periodic review by a joint committee consisting of equal numbers of representatives of both parties (not more than 3 each), who shall meet periodically to review the operation of this subsection and to consider and resolve any problems that may arise from its operation. The company shall supply to such committee pertinent information relating to the operation of this subsection.

[12] Although relocation benefit disputes were subject to the grievance procedure under some agreements, and not in others, no detailed analysis was made.

Table 1. Plant Movement Provisions in Major Collective Bargaining Agreements, by Industry, 1966–67

(Workers in thousands)

Industry	Total agreements studied		Movement permitted subject to limitation, perquisites, or obligations with regard to old plant, new plant, or both		No explicit limitations, perquisites, or obligations					
					Total		Expressed in management rights clause only		No reference	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries	1,823	7,339.2	392	2,873.0	1,431	4,466.2	150	445.8	1,281	4,020.5
Manufacturing	1,048	4,155.5	263	2,091.9	785	2,063.6	139	398.8	646	1,664.8
Ordnance and accessories	18	69.9	5	27.2	13	42.7	5	25.1	8	17.6
Food and kindred products	126	382.0	38	131.8	88	250.3	9	15.5	79	234.9
Tobacco manufactures	11	24.2	1	1.1	10	23.1	2	3.3	8	19.8
Textile mill products	30	71.8	6	23.1	24	48.8	8	14.0	16	34.9
Apparel and other finished products	55	392.0	43	360.5	12	31.6	-	-	12	31.6
Lumber and wood products, except furniture	13	24.6	1	2.0	12	22.6	2	3.4	10	19.2
Furniture and fixtures	18	29.6	2	3.0	16	26.6	3	3.4	13	23.2
Paper and allied products	50	112.2	7	12.2	43	100.0	4	5.7	39	94.3
Printing, publishing, and allied industries	28	59.1	2	11.6	26	47.5	1	1.2	25	46.3
Chemicals and allied products	61	106.8	6	12.0	55	94.8	10	18.5	45	76.4
Petroleum refining and related industries	20	44.9	3	9.8	17	35.1	1	1.0	16	34.1
Rubber and miscellaneous plastics products	21	107.6	5	10.9	16	96.7	1	5.7	15	91.0
Leather and leather products	23	73.8	10	51.2	13	22.6	2	4.5	11	18.1
Stone, clay, and glass products	37	115.5	7	53.2	30	62.3	5	9.0	25	53.3
Primary metal industries	106	545.7	32	384.0	74	161.8	13	24.3	61	137.5
Fabricated metal products	55	129.9	15	56.6	40	73.3	9	13.3	31	60.1
Machinery, except electrical	115	314.6	20	73.5	95	241.1	19	70.7	76	170.5
Electrical machinery, equipment, and supplies	106	398.7	13	104.2	93	294.5	18	79.1	75	215.4
Transportation equipment	118	1,075.5	38	739.2	80	336.3	25	98.8	55	237.5
Instruments and related products	25	48.6	5	9.0	20	39.7	2	2.6	18	37.1
Miscellaneous manufacturing	12	28.9	4	16.1	8	12.8	-	-	8	12.8
Nonmanufacturing	775	3,183.8	129	781.2	646	2,402.6	11	47.0	635	2,355.7
Mining, crude petroleum, and natural gas production	16	111.4	6	88.6	10	22.8	2	2.5	8	20.3
Transportation[1]	91	607.0	49	444.2	42	162.8	-	-	42	162.8
Communications	88	524.9	3	24.5	85	500.4	1	9.2	84	491.3
Utilities: Electric and gas	80	180.0	13	24.0	67	156.0	3	6.6	64	149.4
Wholesale trade	19	35.3	9	18.3	10	17.0	-	-	10	17.0
Retail trade	119	317.6	35	107.4	84	210.3	1	2.5	83	207.9
Hotels and restaurants	37	171.5	7	31.8	30	139.7	-	-	30	139.7
Services	65	258.2	6	25.6	59	232.6	4	26.2	55	206.4
Construction	256	970.9	1	17.0	255	953.9	-	-	255	953.9
Miscellaneous nonmanufacturing	4	7.2	-	-	4	7.2			4	7.2

[1] Excludes railroad and airline industries.

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

Table 2. Applicability of Interplant Transfer Provisions in Major Collective Bargaining Agreements, by Industry, 1966–67

(Workers in thousands)

Industry	Total studied		Reasons for activating provisions																No interplant transfer provision	
			Total having provisions [1]		Displacement and layoff		Company's convenience		Worker's request		Plant closing, etc.		Transfer of operations		Staffing new plants		Arrangement not specified			
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries	1,823	7,339.2	586	3,444.8	292	2,341.7	201	1,524.2	114	941.8	207	1,474.9	176	1,544.9	126	1,258.0	56	271.6	1,237	3,894.5
Manufacturing	1,048	4,155.5	342	2,101.0	153	1,485.5	77	928.5	33	543.3	126	839.3	101	1,010.2	56	737.7	44	199.5	706	2,054.5
Ordnance and accessories	18	69.9	12	54.0	8	43.1	5	31.0	2	17.7	1	14.0	2	6.9	2	17.7	3	13.0	6	15.9
Food and kindred products	126	382.0	52	157.5	20	71.4	14	40.1	3	9.0	32	103.4	11	35.3	11	50.7	4	14.5	74	224.5
Tobacco manufactures	11	24.2	3	7.1	-	-	1	5.0	-	-	1	1.1	1	1.1	-	-	2	6.0	8	17.1
Textile mill products	30	71.8	5	9.2	3	5.3	2	3.1	-	-	-	-	-	-	-	-	1	2.5	25	62.7
Apparel and other finished products	55	392.0	12	55.2	1	5.0	-	-	-	-	12	55.2	3	5.5	-	-	1	2.5	43	336.8
Lumber and wood products, except furniture	13	24.6	2	4.0	1	1.4	-	-	1	1.4	-	-	-	-	-	-	1	2.6	11	20.6
Furniture and fixtures	18	29.6	2	4.0	1	1.0	-	-	-	-	-	-	-	-	-	-	1	3.0	16	25.6
Paper and allied products	50	112.2	6	19.4	3	15.3	1	12.0	2	3.3	2	3.2	3	5.3	1	12.0	1	1.1	44	92.8
Printing, publishing, and allied industries	28	59.1	3	4.9	-	-	2	3.1	-	-	-	-	1	1.8	-	-	-	-	25	54.2
Chemicals and allied products	61	106.8	14	28.2	8	15.2	4	8.3	-	-	2	4.0	2	2.8	-	-	1	4.5	47	78.6
Petroleum refining and related industries	20	44.9	11	25.9	3	5.1	5	11.9	2	3.6	2	8.8	-	-	3	4.4	3	4.3	9	19.0
Rubber and miscellaneous plastics products	21	107.6	4	9.8	2	6.5	-	-	-	-	1	1.5	-	-	-	-	2	3.3	17	97.8
Leather and leather products	23	73.8	6	20.3	3	16.1	3	8.5	-	-	6	20.3	-	-	-	-	1	2.0	17	53.5
Stone, clay, and glass products	37	115.5	19	85.5	8	51.3	1	2.8	2	4.8	7	46.7	2	3.4	6	25.6	-	-	18	30.0
Primary metal industries	106	545.7	51	446.9	32	376.5	2	6.7	3	9.1	29	366.5	9	69.5	15	121.1	1	1.3	55	98.9
Fabricated metal products	55	129.9	20	62.7	11	46.5	1	1.9	-	-	7	42.2	6	11.1	5	12.3	5	7.2	35	67.3
Machinery, except electrical	115	314.6	38	143.8	12	55.5	7	28.7	7	15.5	12	55.6	23	103.5	5	32.6	3	4.9	77	170.9
Electrical machinery, equipment, and supplies	106	398.7	20	59.4	10	31.5	4	17.2	4	8.8	4	10.4	5	19.1	-	-	3	8.2	86	339.3
Transportation equipment	118	1,075.5	156	890.7	22	727.6	23	742.7	7	470.4	8	106.6	32	743.8	7	460.6	10	117.4	62	184.9
Instruments and related products	25	48.6	5	10.0	4	8.5	2	5.6	-	-	-	-	1	1.4	1	1.0	1	1.5	20	38.6
Miscellaneous manufacturing	12	28.9	1	3.0	1	3.0	-	-	-	-	-	-	-	-	-	-	-	-	11	25.9
Nonmanufacturing	775	3,183.8	244	1,343.8	139	856.3	124	595.7	81	398.5	81	635.6	75	534.7	70	520.3	12	72.1	531	1,840.0
Mining, crude petroleum, and natural gas production	16	111.4	7	91.0	4	7.2	2	4.6	2	2.7	4	86.2	1	1.9	-	-	-	-	9	20.4
Transportation [2]	91	607.0	56	482.0	46	428.9	3	13.5	6	34.4	48	443.1	51	457.8	45	433.5	-	-	35	125.0
Communications	88	524.9	67	443.2	33	253.3	49	324.4	33	256.3	9	67.2	3	25.7	1	12.0	8	62.7	21	81.7
Utilities: Electric and gas	80	180.0	47	125.8	27	68.4	27	88.0	28	71.7	4	8.2	7	15.6	3	5.7	2	6.4	33	54.2
Wholesale trade	19	35.3	9	13.7	1	1.1	2	4.5	1	1.0	2	5.0	5	6.7	6	8.2	-	-	10	21.6
Retail trade	119	317.6	45	146.7	22	85.9	33	128.9	8	26.7	12	21.8	3	4.9	14	57.5	1	1.0	74	171.0
Hotels and restaurants	37	171.5	2	4.2	2	4.2	1	1.7	-	-	1	1.7	-	-	-	-	-	-	35	167.3
Services	65	258.2	10	35.8	3	5.9	6	28.8	3	5.8	1	2.5	5	22.1	1	3.5	1	2.0	55	222.5
Construction	256	970.9	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	256	970.9
Miscellaneous nonmanufacturing	4	7.2	1	1.5	1	1.5	1	1.5	-	-	-	-	-	-	-	-	-	-	3	5.7

[1] Many agreements included more than one reason for activating the interplant transfer provision; consequently, the horizontal components exceed the total.
[2] Excludes railroad and airline industries.

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

Table 3. Interplant Transfer Rights in Major Collective Bargaining Agreements, by Industry, 1966–67

(Workers in thousands)

Industry	Total studied		Referring to the nature of interplant transfer rights													
			Total having provisions[1]		Transfer of production units		Preferential hiring		Bumping		Bidding		Vacancy, no bidding		Arrangement not specified	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries	1,823	7,339.2	586	3,449.8	201	1,754.8	279	2,420.9	95	570.6	116	738.2	252	1,668.4	65	290.1
Manufacturing	1,048	4,155.5	342	2,101.0	116	1,170.3	162	1,582.3	56	406.9	36	122.1	104	1,001.1	53	212.4
Ordnance and accessories	18	69.9	12	54.0	4	24.6	3	29.4	5	31.0	2	17.7	4	30.0	4	7.1
Food and kindred products	126	382.0	52	157.5	17	54.0	17	64.2	13	59.7	4	25.3	21	62.1	9	23.0
Tobacco manufactures	11	24.2	3	7.1	-	-	1	1.1	-	-	-	-	1	5.0	2	6.0
Textile mill products	30	71.8	5	9.2	-	-	1	1.8	-	-	-	-	2	3.1	3	6.1
Apparel and other finished products	55	392.0	12	55.2	3	6.5	9	48.7	-	-	-	-	1	2.5	2	4.5
Lumber and wood products, except furniture	13	24.6	2	4.0	-	-	-	-	1	1.4	1	1.4	-	-	1	2.6
Furniture and fixtures	18	29.6	2	4.0	-	-	-	-	1	1.0	-	-	1	3.0	-	-
Paper and allied products	50	112.2	6	19.4	4	17.3	3	15.2	1	1.2	2	3.3	2	13.1	-	-
Printing, publishing, and allied industries	28	59.1	3	4.9	1	1.8	-	-	-	-	-	-	1	1.7	1	1.4
Chemical and allied products	61	106.8	14	28.2	1	1.0	3	5.5	1	1.7	1	2.0	4	8.5	6	12.5
Petroleum refining and related industries	20	44.9	11	25.9	2	3.8	1	2.1	3	9.5	4	6.4	8	16.2	-	-
Rubber and miscellaneous plastics products	21	107.6	4	9.8	-	-	3	8.0	-	-	-	-	2	3.3	-	-
Leather and leather products	23	73.8	6	20.3	-	-	4	12.1	-	-	-	-	3	8.5	2	8.3
Stone, clay, and glass products	37	115.5	19	85.5	1	2.3	16	78.4	1	2.8	3	18.7	2	4.8	-	-
Primary metal industries	106	545.7	51	446.9	24	269.1	42	423.8	1	3.7	3	6.7	4	13.3	2	5.5
Fabricated metal products	55	129.9	20	62.7	8	19.4	12	47.6	1	1.9	-	-	2	3.2	5	7.2
Machinery, except electrical	115	314.7	38	143.8	19	39.1	10	74.0	8	48.8	9	17.6	10	33.6	4	6.5
Electrical machinery, equipment, and supplies	106	398.7	20	59.4	4	16.6	7	25.5	6	16.5	6	22.0	8	26.4	-	-
Transportation equipment	118	1,075.5	56	890.7	27	713.7	26	735.1	10	217.9	1	1.1	26	757.5	11	120.5
Instruments and related products	25	48.6	5	10.0	1	1.4	3	7.1	3	7.0	-	-	2	5.6	1	1.5
Miscellaneous nonmanufacturing	12	28.9	1	3.0	-	-	1	3.0	1	3.0	-	-	-	-	-	-
Nonmanufacturing	775	3,183.8	244	1,343.8	85	584.5	117	838.6	39	163.7	80	616.1	148	667.4	12	77.7
Mining, crude petroleum, and natural gas production	16	111.4	7	91.0	2	3.5	5	87.5	1	1.6	1	1.6	3	5.6	-	-
Transportation[2]	91	607.0	56	482.0	53	460.0	47	438.9	4	15.0	48	448.3	8	40.6	-	-
Communications	88	524.9	67	443.2	10	69.4	23	192.3	6	49.5	11	110.7	54	342.4	10	74.7
Utilities: Electric and gas	80	180.0	47	125.8	9	18.4	15	44.2	9	18.3	18	52.2	33	102.8	-	-
Wholesale trade	19	35.3	9	13.7	3	6.1	5	6.7	-	-	-	-	3	5.5	-	-
Retail trade	119	317.6	45	146.7	3	5.0	18	63.4	16	71.9	2	3.4	38	137.2	1	1.0
Hotels and restaurants	37	171.5	2	4.2	-	-	1	1.7	1	2.5	-	-	1	1.7	-	-
Services	65	258.2	10	35.8	5	22.1	2	2.5	1	3.5	-	-	7	30.2	1	2.0
Construction	256	970.9	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous nonmanufacturing	4	7.2	1	1.5	-	-	1	1.5	1	1.5	-	-	1	1.5	-	-

[1] Many agreements include more than one arrangement for interplant transfers, consequently, the horizontal components exceed the total.
[2] Exclude railroad and airline industries.

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

Table 4. Seniority as a Factor in Interplant Transfers in Major Collective Bargaining Agreements, by Industry, 1966–67

(Workers in thousands)

Industry	Total having provisions		Referring to seniority as a factor in transferring									
			Total		Straight seniority		Modified seniority		Combinations		No reference to seniority	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries	586	3,444.8	349	2,564.1	66	430.1	268	1,969.2	15	164.8	237	880.7
Manufacturing	342	2,101.0	186	1,598.3	41	282.9	130	1,150.6	15	164.8	156	502.8
Ordnance and accessories	12	54.0	5	38.6	1	5.5	4	33.1	-	-	7	15.4
Food and kindred products	52	157.5	24	97.5	8	31.8	13	49.4	3	16.3	28	60.0
Tobacco manufactures	3	7.1	1	1.1	1	1.1	-	-	-	-	2	6.0
Textile mill products	5	9.2	-	-	-	-	-	-	-	-	5	9.2
Apparel and other finished products	12	55.2	2	12.0	-	-	2	12.0	-	-	10	43.2
Lumber and wood products, except furniture	2	4.0	1	1.4	-	-	1	1.4	-	-	1	2.6
Furniture and fixtures	2	4.0	-	-	-	-	-	-	-	-	2	4.0
Paper and allied products	6	19.4	3	4.4	-	-	3	4.4	-	-	3	15.1
Printing, publishing, and allied industries	3	4.9	-	-	-	-	-	-	-	-	3	4.9
Chemicals and allied products	14	28.2	4	7.4	2	3.7	2	3.7	-	-	10	20.8
Petroleum refining and related industries	11	25.9	7	12.2	2	2.6	5	9.7	-	-	4	13.7
Rubber and miscellaneous plastics products	4	9.8	3	8.0	-	-	3	8.0	-	-	1	1.8
Leather and leather products	6	20.3	2	9.9	2	9.9	-	-	-	-	4	10.5
Stone, clay, and glass products	19	85.5	15	79.1	3	19.4	12	59.7	-	-	4	6.5
Primary metal industries	51	446.9	42	419.0	6	30.3	31	273.8	5	115.0	9	27.9
Fabricated metal products	20	62.7	12	47.6	-	-	11	41.9	1	5.7	8	15.1
Machinery, except electrical	38	143.8	24	101.6	8	16.7	15	81.8	1	3.2	14	42.2
Electrical machinery, equipment, and supplies	20	59.4	11	32.0	4	12.6	7	19.5	-	-	9	27.4
Transportation equipment	56	890.7	26	716.8	3	148.2	18	544.0	5	24.7	30	173.9
Instruments and related products	5	10.0	3	7.0	1	1.4	2	5.6	-	-	2	3.0
Miscellaneous manufacturing	1	3.0	1	3.0	-	-	1	3.0	-	-	-	-
Nonmanufacturing	244	1,343.8	163	965.9	25	147.2	138	818.7	-	-	81	377.9
Mining, crude petroleum, and natural gas production	7	91.0	5	9.1	1	3.0	4	6.2	-	-	2	81.9
Transportation[1]	56	482.0	53	475.0	12	71.8	41	403.2	-	-	3	7.0
Communications	67	443.2	40	296.2	3	38.2	37	258.1	-	-	27	147.0
Utilities: Electric and gas	47	125.8	27	70.7	2	5.6	25	65.2	-	-	20	55.1
Wholesale trade	9	13.7	7	11.2	1	3.5	6	7.7	-	-	2	2.5
Retail trade	45	146.7	26	92.4	4	19.3	22	73.1	-	-	19	54.3
Hotels and restaurants	2	4.2	1	2.5	-	-	1	2.5	-	-	1	1.7
Services	10	35.8	3	7.3	2	6.0	1	1.4	-	-	7	28.5
Construction	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous nonmanufacturing	1	1.5	1	1.5	-	-	1	1.5	-	-	-	-

[1] Excludes railroad and airline industries.

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

Table 5. Competitive Seniority in the Receiving Plant in Major Collective Bargaining Agreements, by Industry, 1966–67

(Workers in thousands)

Industry	Total having provisions		Referring to competitive seniority in receiving plant															
			Total		Full seniority		Modified seniority		Seniority lost, new employee status		Specific circumstance		Seniority varied		Seniority to be negotiated		No reference	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries	586	3,444.8	452	2,992.9	181	775.3	13	88.9	95	402.5	4	15.7	148	1,661.4	11	49.2	134	451.9
Manufacturing	342	2,101.0	272	1,887.0	95	334.2	10	84.4	79	292.5	1	6.5	79	1,140.0	8	29.5	70	214.1
Ordnance and accessories	12	54.0	10	50.9	6	40.4	-	-	2	5.4	-	-	2	5.1	-	-	2	3.1
Food and kindred products	52	157.5	40	133.9	10	22.4	6	19.0	10	24.5	-	-	13	66.9	1	1.2	12	23.6
Tobacco manufactures	3	7.1	3	7.1	1	1.1	-	-	1	1.0	-	-	1	5.0	-	-	-	-
Textile mill products	5	9.2	2	3.1	-	-	-	-	2	3.1	-	-	-	-	-	-	3	6.1
Apparel and other finished products	12	55.2	1	2.5	1	2.5	-	-	-	-	-	-	-	-	-	-	11	52.7
Lumber and wood products, except furniture	2	4.0	2	4.0	1	1.4	-	-	1	2.6	-	-	-	-	-	-	-	-
Furniture and fixtures	2	4.0	2	4.0	2	4.0	-	-	-	-	-	-	-	-	-	-	-	-
Paper and allied products	6	19.4	5	17.4	1	1.2	-	-	2	2.2	-	-	2	14.1	-	-	1	2.0
Printing, publishing, and allied industries	3	4.9	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3	4.9
Chemicals and allied products	14	28.2	7	13.9	2	4.7	1	2.2	3	5.2	-	-	1	1.8	-	-	7	14.3
Petroleum refining and related industries	11	25.9	10	23.8	1	2.8	-	-	-	-	1	6.5	6	9.7	2	4.9	1	2.1
Rubber and miscellaneous plastics products	4	9.8	4	9.8	1	1.8	-	-	3	8.0	-	-	-	-	-	-	-	-
Leather and leather products	6	20.3	6	20.3	1	6.3	-	-	5	14.1	-	-	-	-	-	-	-	-
Stone, clay, and glass products	19	85.5	17	82.5	5	13.0	-	-	8	27.0	-	-	4	42.5	-	-	2	3.1
Primary metal industries	51	446.9	46	424.7	3	6.7	-	-	18	132.1	-	-	23	277.2	2	8.9	5	22.2
Fabricated metal products	20	62.7	20	62.7	7	13.2	2	28.4	8	11.8	-	-	3	9.4	-	-	-	-
Machinery, except electrical	38	143.8	29	115.9	15	28.2	1	34.9	6	34.5	-	-	6	12.9	1	5.5	9	27.9
Electrical machinery, equipment, and supplies	20	59.4	17	49.7	13	39.5	-	-	3	4.8	-	-	1	5.4	-	-	3	9.7
Transportation equipment	56	890.7	46	849.5	21	136.8	-	-	6	13.6	-	-	17	690.2	2	9.0	10	41.2
Instruments and related products	5	10.0	4	8.5	4	8.5	-	-	-	-	-	-	-	-	-	-	1	1.5
Miscellaneous manufacturing	1	3.0	1	3.0	-	-	-	-	1	3.0	-	-	-	-	-	-	-	-
Nonmanufacturing	244	1,343.8	180	1,105.9	86	441.2	3	4.5	16	110.0	3	9.2	69	521.5	3	19.7	64	237.9
Mining, crude petroleum, and natural gas production	7	91.0	6	90.0	2	3.5	-	-	3	84.9	-	-	1	1.6	-	-	1	1.1
Transportation[1]	56	482.0	56	482.0	4	29.4	-	-	1	1.8	1	-	49	448.8	2	2.0	-	-
Communications	67	443.2	44	305.0	32	235.2	2	3.4	1	2.2	2	2.2	6	44.4	1	17.7	23	138.2
Utilities: Electric and gas	47	125.8	27	81.1	13	44.6	-	-	7	15.9	1	7.0	6	13.6	-	-	20	44.8
Wholesale trade	9	13.7	4	7.1	1	1.0	1	1.1	-	-	-	-	2	5.0	-	-	5	6.6
Retail trade	45	146.7	35	125.5	30	119.9	-	-	2	2.1	-	-	3	3.5	-	-	10	21.2
Hotels and restaurants	2	4.2	1	2.5	1	2.5	-	-	-	-	-	-	-	-	-	-	1	1.7
Services	10	35.8	6	11.4	2	3.7	-	-	2	3.2	-	-	2	4.6	-	-	4	24.4
Construction	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous nonmanufacturing	1	1.5	1	1.5	1	1.5	-	-	-	-	-	-	-	-	-	-	-	-

[1] Excludes railroad and airline industries.

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

Table 6. Seniority Status upon Flowback to the Original Plant in Major Collective Bargaining Agreements, by Industry, 1966–67

(Workers in thousands)

Industry	Referring to priority status in the original plant upon flowback													
	Total having provisions		Total		Seniority lost		Seniority for given period		Seniority retained		Seniority varied		No reference to seniority in original plant	
	Agreement	Workers	Agreement	Workers	Agreement	Workers	Agreement	Workers	Agreement	Workers	Agreement	Workers	Agreement	Workers
All industries	586	3,444.8	238	2,161.4	16	80.1	80	558.1	97	1039.5	45	483.8	348	1,283.4
Manufacturing	342	2,101.0	146	1,445.0	14	77.0	23	81.1	73	837.7	36	449.2	196	656.1
Ordnance and accessories	12	54.0	8	42.0	1	4.5	-	-	7	37.5	-	-	4	12.0
Food and kindred products	52	157.5	10	24.7	1	2.0	3	9.7	6	13.0	-	-	42	132.8
Tobacco manufactures	3	7.1	-	-	-	-	-	-	-	-	-	-	3	7.1
Textile mill products	5	9.2	2	3.1	1	1.4	-	-	1	1.8	-	-	3	6.1
Apparel and other finished products	12	55.2	-	-	-	-	-	-	-	-	-	-	12	55.2
Lumber and wood products	2	4.0	1	1.4	-	-	-	-	1	1.4	-	-	1	2.6
Furniture and fixtures	2	4.0	-	-	-	-	-	-	-	-	-	-	2	4.0
Paper and allied products	6	19.4	3	15.3	1	1.2	-	-	1	12.0	1	2.1	3	4.2
Printing, publishing, and allied industries	3	4.9	-	-	-	-	-	-	-	-	-	-	3	4.9
Chemicals and allied products	14	28.2	2	4.2	1	1.5	-	-	1	2.1	-	-	12	24.0
Petroleum refining and related industries	11	25.9	6	13.5	-	-	4	10.1	2	3.4	-	-	5	12.4
Rubber and miscellaneous plastics products	4	9.8	3	8.0	-	-	-	-	3	8.0	-	-	1	1.8
Leather and leather products	6	20.3	4	10.5	-	-	1	6.3	3	4.2	-	-	2	9.9
Stone, clay, and glass products	19	85.5	4	13.1	-	-	1	1.0	3	12.1	-	-	15	72.4
Primary metal industries	51	446.9	30	371.1	-	-	2	5.2	10	49.7	18	316.3	21	75.8
Fabricated metal products	20	62.7	12	52.0	-	-	2	2.9	7	39.8	3	9.3	8	10.7
Machinery, except electrical	38	143.8	10	73.3	3	38.8	2	28.2	4	5.3	1	1.0	28	70.5
Electrical machinery, equipment, and supplies	20	59.4	12	32.4	2	13.2	4	8.6	4	7.9	2	2.7	8	27.1
Transportation equipment	56	890.7	35	770.8	2	9.0	4	9.3	19	636.1	10	116.5	21	119.9
Instruments and related products	5	10.0	3	7.0	2	5.6	-	-	-	-	1	1.4	2	3.0
Miscellaneous manufacturing	1	3.0	1	3.0	-	-	-	-	1	3.0	-	-	0	0
Nonmanufacturing	244	1,343.8	92	716.5	2	3.2	57	477.0	24	201.8	9	34.6	152	627.3
Mining, crude petroleum, and natural gas production	7	91.0	4	85.6	-	-	-	-	4	85.6	-	-	3	5.4
Transportation [1]	56	482.0	50	456.8	-	-	40	412.2	3	13.2	7	31.5	6	25.2
Communications	67	443.2	13	110.8	-	-	5	34.0	8	76.8	-	-	54	332.5
Utilities: Electric and gas	47	125.8	16	43.4	1	2.1	7	15.9	6	22.3	2	3.2	31	82.5
Wholesale trade	9	13.7	1	1.1	1	1.1	-	-	-	-	-	-	8	12.6
Retail trade	45	146.7	6	14.3	-	-	4	11.5	2	2.8	-	-	39	132.4
Hotels and restaurants	2	4.2	-	-	-	-	-	-	-	-	-	-	2	4.2
Services	10	35.8	2	4.6	-	-	1	3.5	1	1.1	-	-	8	31.2
Construction	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous nonmanufacturing	1	1.5	-	-	-	-	-	-	-	-	-	-	1	1.5

[1] Excludes railroad and airline industries.

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

Table 7. Relocation Allowance Provisions in Major Collective Bargaining Agreements, by Industry, 1966–67

(Workers in thousands)

Industry	Total number studied		Total having interplant transfer provisions		Reference to relocation allowance										Interplant transfer provisions, no reference to relocation allowance	
					Total		Lump sum payment		Payment of specific or general expenses		Per diem (includes combinations with other expense payments)		Nature of relocation allowance not specified			
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries	1,823	7,339.2	586	3,444.8	202	2,078.1	90	1,269.6	102	722.6	8	53.1	2	32.8	384	1,366.7
Manufacturing	1,048	4,155.5	342	2,101.0	99	1,357.6	83	1,249.9	8	63.4	7	35.4	1	9.0	243	743.4
Ordnance and accessories	18	67.9	12	54.0	4	25.5	-	-	-	-	4	25.5	-	-	8	28.5
Food and kindred products	126	382.0	52	157.5	10	49.2	10	49.2	-	-	-	-	-	-	42	108.3
Tobacco manufactures	11	24.2	3	7.1	-	-	-	-	-	-	-	-	-	-	3	7.1
Textile mill products	30	71.8	5	9.2	-	-	-	-	-	-	-	-	-	-	5	9.2
Apparel and other finished products	55	392.0	12	55.2	-	-	-	-	-	-	-	-	-	-	12	55.2
Lumber and wood products, except furniture	13	24.6	2	4.0	-	-	-	-	-	-	-	-	-	-	2	4.0
Furniture and fixtures	18	29.6	2	4.0	-	-	-	-	-	-	-	-	-	-	2	4.0
Paper and allied products	50	112.2	6	19.4	1	1.1	-	-	1	1.1	-	-	-	-	5	18.3
Printing, publishing, and allied industries	28	59.1	3	4.9	1	1.4	-	-	1	1.4	-	-	-	-	2	3.5
Chemicals and allied products	61	106.8	14	28.2	-	-	-	-	-	-	-	-	-	-	14	28.2
Petroleum refining and related industries	20	44.9	11	25.9	2	8.1	-	-	1	1.6	1	6.5	-	-	9	17.8
Rubber and miscellaneous plastics products	21	107.6	4	9.8	-	-	-	-	-	-	-	-	-	-	4	9.8
Leather and leather products	23	73.8	6	20.3	-	-	-	-	-	-	-	-	-	-	6	20.3
Stone, clay, and glass products	37	115.5	19	85.5	-	-	-	-	-	-	-	-	-	-	19	85.5
Primary metal industries	106	545.7	51	446.9	36	402.6	35	396.1	1	6.5	-	-	-	-	15	44.3
Fabricated metal products	55	129.9	20	62.7	8	47.0	8	47.1	-	-	-	-	-	-	12	15.7
Machinery, except electrical	115	374.6	38	143.8	11	93.8	10	90.0	1	3.8	-	-	-	-	27	50.0
Electrical machinery, equipment, and supplies	106	398.7	20	59.4	-	-	-	-	-	-	-	-	-	-	20	59.4
Transportation equipment	118	1,075.5	56	890.7	24	723.5	18	662.0	3	49.0	2	3.5	1	9.0	32	167.2
Instruments and related products	25	48.6	5	10.0	2	5.6	2	5.6	-	-	-	-	-	-	3	4.4
Miscellaneous manufacturing	12	28.9	1	3.0	-	-	-	-	-	-	-	-	-	-	1	3.0
Nonmanufacturing	775	3,183.8	244	1,343.8	103	720.5	7	19.8	94	659.3	1	17.7	1	23.8	141	623.3
Mining, crude petroleum, and natural gas production	16	111.4	7	91.0	2	4.6	2	4.6	-	-	-	-	-	-	5	86.5
Transportation [1]	91	607.0	56	482.0	35	374.4	3	13.0	32	361.4	-	-	-	-	21	107.6
Communications	88	524.9	67	443.2	33	254.0	-	-	31	212.5	1	17.7	1	23.8	34	189.2
Utilities: Electric and gas	80	180.0	47	125.8	27	73.1	1	1.1	26	72.0	-	-	-	-	20	52.7
Wholesale trade	19	35.3	9	13.7	1	1.1	1	1.1	-	-	-	-	-	-	8	12.6
Retail trade	119	317.6	45	146.7	2	7.6	-	-	2	7.6	-	-	-	-	43	139.1
Hotels and restuarants	37	171.5	2	4.2	-	-	-	-	-	-	-	-	-	-	2	4.2
Services	65	258.2	10	35.8	3	5.8	-	-	3	5.8	-	-	-	-	7	30.0
Construction	256	970.9	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous nonmanufacturing	4	7.2	1	1.5	-	-	-	-	-	-	-	-	-	-	1	1.5

[1] Excludes railroad and airline industries.

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

Appendix A. Selected Plant Movement, Transfer, and Relocation Allowance Provisions

To illustrate how the three types of job security clauses are linked, this appendix reproduces a number of provisions in their entirety. The first section of the appendix contains several complete plant movement, interplant transfer, and relocation allowance provisions, whereas the second and third sections contain illustrative provisions relating to plant movement and relocation allowances, respectively. Where necessary, intervening but irrelevant clauses have been deleted.

From the agreement between
Armour and Company and the Meatcutters (AFL-CIO)
(expiration date: August 1970)

ARTICLE XXXIII
INTER-PLANT TRANSFER RIGHTS

23.1 Inter-Plant Transfer Requirements

The company and the union have reached the following complete understanding and agreement regarding inter-plant transfer of employees. Any employee in any bargaining unit listed in appendixes A and A-1 who is permanently separated from service under circumstances which entitle him to separation allowance under section 19.1, and who is physically fit and under age 60 at the date of termination of service, and does not reach age 60 before the earlier of the date of transfer or date of expiration of the calendar weeks of eligibility for T.A.P., and who has the ability to do the job or to learn the job within a reasonable length of time, shall have the right to displace the junior employee hired on or after the displacement date specified for each plant in appendix J. Such right shall be exercised in accordance with the following conditions:

(a) The company shall maintain a list of the employees covered by the master agreement arranged in order of plant service dates (hereinafter referred to as the "master agreement seniority list"). The company shall make seniority list information available to the union in such form and to such extent as may be necessary for the effective implementation of this section. The automation committee shall formulate the requisite procedures for this purpose.

(b) Within 90 calendar days or such lower number of days as the automation committee may provide, but in no event shall the automation committee provide a period of less than 30 calendar days, from the date of an employee's permanent separation, such employee shall file in his home plant employment office or other location designated by the company a written request to be transferred to another plant to which he has rights of transfer under this section, designating in the order of preference the three plants to which he desires to be transferred.

(c) To the extent that vacancies or positions held by junior employees subject to replacement are available, requests for transfer to plants of the employee's preference shall be granted in the order of the employee's continuous service on the master agreement seniority list. If no such vacancies or positions are available at the preferred plants, the company may offer to the employee transfer to available vacancies or positions at other plants.

(d) An employee's rights of transfer under this section shall terminate in the following circumstances:

(i) Upon the expiration of two years from the date of permanent separation.

(ii) Upon employee refusal of a proper offer made in accordance with appropriate rules. The automation committee shall formulate rules and procedures to govern such offers and their acceptance or refusal. Such rules may not be inconsistent with any of the provisions contained in this section.

(iii) Upon acceptance of separation pay pursuant to section 19.3 of this master agreement.

(iv) Upon retirement under the terms of the master agreement pension plan.

(e) The number of transfers under this section into any bargaining unit in any one year may be subject to reasonable limitations in accordance with rules to be formulated by the automation committee.

(f) Upon a transfer as above provided, the transferred employee shall be credited with those continuous service rights previously accumulated and shall thereafter continue to accumulate such additional service rights without a break in continuity.

(g) The seniority date of the transferred employee at the plant to which he is transferred shall be the displacement date applicable at such plant as provided in appendix J, or his continuous service date as shown on the master seniority list, whichever is later.

(h) The company shall advise all employees newly hired on or after the displacement date in effect at any bargaining unit into which transfers may be made under this section that their seniority rights are subject to the foregoing inter-plant transfer rights provided in the master agreement.

(i) Employees who transfer in accordance with the procedure herein shall be entitled to receive allowances toward moving expenses in accordance with the following schedule:

Distance between former plant and new plant	Single	Married or head of household
0–24	None	None
25–99	$40	$150
100–299	70	235
300–499	100	325
500–999	125	410
1,000 or more	150	500

Such relocation allowance, subject to the above maximum limits, may at the employee's option include actual cost of moving possessions or transporting employee and his family to the new location. Where the employee elects not to move his possessions, such allowance may at the employee's option include the amount which it would otherwise have cost to move such possessions (as evidenced by an estimate from a reputable mover). Where the employee moves his possessions himself, the allowance may at the employee's option include the cost of rental of trailer, truck, or other vehicle for such move, the reasonable value of labor for loading and unloading, and reasonable expenses of transportation.

Such relocation allowance shall be charged against the automation fund. In the event, however, that there is insufficient money in the automation fund, the company shall pay the relocation costs in accordance with the applicable transfer procedures and established allowance schedules.

(j) In the event that an employee receives or is eligible for benefits from Federal and/or State governments or agencies for retraining or relocation, the obligations of the automation fund and the company's obligations, if any, for similar benefits under this agreement, shall be reduced to the extent of such Federal and/or State benefits.

ARTICLE XXIV-A

NEW PACKING, PROCESSING PLANTS OR ABATTOIRS

24.1

Any new meat packing, processing plant or abattoir established by the company during the term of this agreement shall be covered by this agreement subject to the following conditions.

(a) The plant shall be one which is (1) carved out of an existing meat packing plant covered by this agreement, or (2) established in the greater Midwest (including for purposes of this section Pennsylvania west of the Alleghenies) or the far West (excluding the Southeast, Southwest and the Northeast);

(b) If within 90 days after delivery of written notice by the company of the opening of a new plant described in paragraph (a) above, the union shall advise the company in writing of mutual agreement between the national offices of this union and the United Packinghouse, Food and Allied Workers, AFL-CIO with respect to the transfer of employees from existing meat packing plants covered by their respective master agreement to such newly established meat packing or processing plant or abattoir, the company shall offer transfer opportunities to employees in accordance with such agreement provided; however, that such agreement is consistent with the initial staffing of the plant on an orderly operational basis.

(c) If the new plant is in the same labor market area as a presently existing plant covered by this agreement, employees with seniority rights in the existing plant in the same labor market area shall be offered employment in the new plant in order of seniority. Employees so employed shall be credited with all continuous service and seniority rights held at such existing plant and shall thereafter continue to accumulate additional service rights and seniority.

(d) If the new plant is in a community outside of the labor market of an existing plant covered by this agreement, present employees shall be offered employment at the new plant in order of seniority provided that the company shall not be obliged to fill more than eighty (80) percent of the jobs available in the new plant in such manner. Employees transferred to the new plant under this paragraph shall be credited with all continuous service and seniority rights held at the plant from which the employee transfers.

(e) If the union has been certified by the National Labor Relations Board or presents satisfactory proof that the union has been designated by a majority of employees in an appropriate unit of their bargaining representative in the new plant.

(f) The provisions of this article are subject to any legal obligations of the company under Federal labor laws.

ARTICLE XXIV-B

REPLACEMENT PLANTS

24.1 Seniority and Service Rights in Replacement Plants

When the company gives notice of the closing of a plant pursuant to section 25.1 of the master agreement and the company has established or thereafter establishes a replacement plant (as defined by the automation committee), employees with seniority rights in the closed plant shall be offered employment at the replacement plant in order of seniority. Employees so employed shall be credited with all continuous service and seniority rights held at the closed plant and shall thereafter continue to accumulate additional service rights and seniority without a break in continuity. The replacement plant shall be covered by the the terms of the master agreement.

24.2 Employee Rights—Insufficient Job Opportunities

In the event there are not sufficient job opportunities in the replacement plant to permit employment of all of the employees from the closed plant the employees affected shall have whatever rights may be provided such employees in this master agreement with respect to inter-plant transfers and T.A.P. benefits unless the company and the union agree otherwise.

ARTICLE XXV

NOTICE OF PLANT CLOSING AND TECHNOLOGICAL ADJUSTMENT PLAN

25.1 Notice of Plant Closing

The company shall give notice in writing to both the International and local union of the closing of a plant or a division of a plant, or a major department of a plant, at least six (6) full calendar months prior to such closing. An employee who was on the active payroll of the affected plant on the date of such a notice or at any time thereafter excluding temporary replacements or newly hired employees and who is permanently separated from the service as the result of such closing (regardless of whather the employee is employed in the particular division or major department closed) prior to the expiration of the aforesaid six (6) full calendar months, shall be paid eight hours' pay at his regular basic hourly rate for each day (based on a five day work week) after his separation which is within the six (6) full calendar month period and which is not within a week for which a weekly guarantee is paid.

25.2 Technological Adjustment Plan

Any employee in any bargaining unit listed in this agreement who is permanently separated from service under circumstances which entitle him to a separation allowance . . . shall receive supplemental unemployment benefits under the Technological Adjustment Plan . . . provided such employee meets all the other eligibility requirements . . . below.

25.3 Eligibility for Technological Adjustment Plan Benefits

(a) Employee must have been on the seniority list at the time the notice was given provided, however, that an employee on a leave of absence. . . shall be deemed ineligible during the period of such leave.

(b) Employee must have five (5) or more years of continuous service as of the date of a plant closing or termination, whichever is later.

(c) Employee must be under sixty (60) years of age as of the date of plant closing or termination, whichever is later.

(d) Employee must be desirous of transferring to a plant into which a transfer may be made under section 23.1 and must signify such desire by registering for transfer during the period set forth in section 23.1 (b). Such an employee who has not indicated his desire to transfer and who is otherwise eligible for T.A.P. benefits shall receive T.A.P. benefits for whatever period is permitted under section 23.1 (b) for the employee to decide on transfer. . . .

APPENDIX H

AUTOMATION FUND

It is recognized that the meat packing industry is undergoing significant changes in methods of production, processing, marketing, and distribution. Armour's modernization program is vital to its ability to compete and grow successfully, thus providing a reasonable return on capital invested in the entrerprise and providing the assurance of continued employment for the employees under fair standards of wages, benefits, and working conditions. Jobs are directly dependent upon making Armour products desirable to present and future customers from the viewpoint of quality and price.

Mechanization and new methods to promote operating and distributing efficiencies affect the number of employees required and the manner in which they perform their work. Technological improvement may result in the need for developing new skills and the acquiring of new knowledge by the employees. In addition, problems are created for employees affected by these changes that require the joint consideration of the company and the unions.

The company and the unions have in this and in past agreement provided benefits to soften the effect of some of these changes where employees are laid off or terminated. However, it is recognized that these problems require continued study to promote employment opportunities for employees affected by the introduction of more efficient methods and technological changes.

The company, therefore, agrees with the unions to continue the automation fund established on September 1, 1959. The automation fund shall continue to be administered by a committee of nine, composed of four representatives of management and two representatives selected by each of the two unions, and an impartial chairman selected by mutual agreement of the parties.

The management and the unions shall each pay for the expenses of their respective representatives on the committee.

The fees and expenses of the impartial chairman shall be paid by the fund.

The committee is also authorized to utilize the fund for the purpose of studying the problems resulting from the modernization program and making recommendations for their solution, promoting employment opportunities within the company for those employees affected, training qualified employees in the knowledge and skill required to perform new and changed jobs so that the present employees may be utilized for this purpose to the greatest extent possible and providing allowances towards moving expenses for employees who transfer from one plant to another of the company's plants in accordance with the procedures provided in article xxiii. It is agreed, however, that the fund shall not be used to increase present separation pay benefits or T.A.P. benefits.

The committee should also continue to consider other programs and methods that might be employed to promote continued employment opportunities for those affected.

Except as explicitly provided otherwise below, the findings and recommendations of the committee shall not be binding upon the parties but shall be made to the company and to the unions for their further consideration.

In addition, the committee shall make determinations and formulate procedures under the terms of the master agreement as follows:

First, in accordance with section 23.1 (a), prescribe the form, formulate the procedures and determine the extent to which the company shall make seniority list information available to the unions.

Second, in accordance with section 23.1 (b), determine the number of calendar days within which an employee shall file a written request of transfer to another plant.

Third, in accordance with section 23.1 (d) (ii), define a proper offer of transfer and formulate rules and procedures providing for termination of an employee's right of transfer on refusal of such an offer of transfer.

Fourth, in accordance with section 23.1 (e), formulate rules for limiting the number of transfers into any bargaining unit in any one year.

Fifth, in accordance with section 24.1 of article xxiv-b, define a replacement plant.

From the agreement between
United States Steel Corporation and the
Steelworkers (AFL-CIO)
(expiration date: August 1971)

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 . . .

Interplant Job Opportunities

1. An employee of a steel plant continuously on layoff for sixty (60) days or more who had two or more years of company continuous service on the date of his layoff and who is not eligible for an immediate pension and social security shall be given priority over other applicants (new hires, including employees with sixty (60) days or less service) for job vacancies (other than temporary vacancies) at other steel plants of the company located within a limited agreed-upon geographical region (hereinafter referred to as "region") and covered by an agreement between the company and the international union, all in accordance with the following:

(a) The plants within each such agreed region are set forth in appendix B of this agreement.

(b) The job vacancies for which employees shall be eligible under these provisions shall be only those that are not filled from the particular plant in accordance with the provisions of this section.

(c) An employee shall be given such priority only if he files with the management of the plant from which he is laid off a written request for such employment specifying the other plant or plants at which he would accept employment. Such application shall be on a form provided by the company.

(d) Employees who thus apply may thereafter be given priority in the filling of job vacancies (other than temporary vacancies) over new hires, and after they have been continuously on layoff for sixty (60) days and have had an application on file for thirty (30) days shall be given such priority in the order of their company continuous service (the earliest date of birth to control where such service is identical), in each case provided such employees have the necessary qualifications to advance in the promotional sequence involved. In determining the necessary qualifications to advance in the promotional sequence involved the normal experience acquired by employees in such sequence shall be taken into consideration. It is recognized that there are circumstances under which it is impractical to afford such priority to an applicant because of the imminence to his recall to his home plant. In such a case, the company shall not incur liability

for failure to give priority to such applicant, if the period does not exceed two weeks or such longer period as may be agreed to by the employee. An employee who is otherwise eligible for employment shall not be required to meet higher medical qualification at another plant than would have been required of him upon recall to his home plant.

(e) An employee laid off from one plant who is offered and who accepts a job at another plant in accordance with the foregoing provisions will have the same obligation to report for work there as though he were a laid-off employee at that plant. During his employment at that plant, he will be subject to all the rules and conditions of employment in effect at that plant. He will be considered as a new employee at that plant for all purposes except that the provisions of subsection 13-D—probationary employees—will not be applicable, and his plant continuous service for determining his seniority for purposes of promotion, decrease in forces, or recalls after layoff at that plant shall be no less than his continuous employment at that plant plus sixty (60) days. At any time during the first thirty (30) days of his employment at that plant he may elect to terminate such employment without affecting his continuous service at his home plant provided he gives reasonable notice to plant management and provided further that such an election will affect his right to further consideration under this subsection M in the same manner as if he had rejected a job offered to him. If he is laid off from that plant his continuous service at that plant will be cancelled when he is recalled to his home plant, subject to the provisions of subsection M-1-(g) below, or when he is employed at any other plant of the company. If his home plant is closed permanently, his continuous service at that plant will be cancelled and the plant to which he was assigned will become his home plant, subject to the election provided in the following sentence. If his home plant is closed permanently or if his home plant department or substantial portion thereof is permanently discontinued, and the employee has less than two years of continuous service for layoff purposes at the new plant and meets the eligibility requirements for severance allowance, he may elect within ninety (90) days of such closing or discontinuance to be assigned back to his former home plant for the purpose of receiving severance pay and thus terminating his continuous service with the company for all purposes under this agreement.

(f) If an employee rejects a job offered to him under these provisions, or if he does not respond within five (5) days of the time the offer is made, directed to his last place of residence as shown on the written request referred to in paragraph c above, his name shall be removed from those eligible for priority hereunder, and he may thereafter apply, pursuant to subsection M-1-(c) for reinstatement; provided, however, that he shall be entitled to only one such reinstatement during the period of one year after such unaccepted offer unless he is recalled to active employment and again laid off during the one-year period after such unaccepted offer.

(g) An employee who accepts employment at another plant under these provisions will continue to accrue continuous service for seniority purposes at his home plant in accordance with the applicable seniority rules. If he is recalled to work at his home plant:

(1) He shall have an option to stay or return unless management directs him to return, in which event his continuous service will continue to accrue for seniority purposes at the other plant until the expiration of one of the following applicable periods if he has not returned to employment at the other plant by that time.

The periods are as follows:

If recalled to a job class 10 or below job at his home plant, six (6) months;

If recalled to a job class 11 through 18 job at his home plant, one (1) year;

If recalled to a job class 19 or above job at his home plant, one and one-half (1 1/2) years;

If promoted to a higher job classification after his recall to his home plant, any longer period of seniority accrual at the other plant as determined by one of the periods above shall apply as of the date of his initial recall to the home plant;

at the expiration of which period if will be cancelled if he has not returned to employment at the other plant. At any time within the period specified above, management at the home plant may give the employee the option of returning to the other plant. If the employee elects to return to the other plant, his continuous service at his home plant shall be cancelled.

(2) If management makes his return to his home plant optional and he elects to return, his continuous service for seniority purposes at the other plant will be cancelled.

(3) If management makes his return to his home plant optional and he elects to remain at the other plant, his continuous service for seniority purposes at his home plant will be cancelled.

(h) When an employee is recalled to his home plant from another plant, and the management at such other plant has sound reason for not immediately releasing such employee, the employee may be retained at such other plant without penalty for the calendar week following the calendar week in which such recall occurs. If the employee is retained beyond this period for the convenience of management at such other plant, he shall receive in addition to pay for the job performed, such special allowance as may be required to equal the earnings that otherwise would have been realized by the employee on the job to which he was recalled by his home plant.

2. Priority in the filling of job vacancies (other than the temporary vacancies) in steel plants in an area covering more than one region and covered by an agreement between the company and the international union, shall be afforded employees in such plants in accordance with the following:

(a) Such priority shall be afforded to employees who have applied for employment in the region from which laid off and management has failed to provide employment and:

(1) Who have 2 or more years of company continuous service at the date of shutdown and who (a) have elected not later than the end of thirty (30) days from the date of shutdown to continue on layoff and (b) cannot qualify for immediate pension and have not attained the age of 60 and (c) have no employment and no recall rights to a job in the plant or in a regional plant in which they have been employed as a result of a permanent shutdown of a plant, department, or subdivision thereof and (d) have applied for employment hereunder, or

(2) Who have 2 or more years of company continuous service at the time of layoff from their plant and (a) in the opinion of the management are not likely to be returned to active employment in their plant or in a regional plant within one (1) year from the date of layoff and (b) cannot qualify for immediate pension and have not attained the age of 60 and (c) within thirty (30) days after being advised by the management of such option apply for employment hereunder.

(b) The plants within each such agreed inter-regional area are set forth in appendix B of this agreement.

(c) The job vacancies for which employees shall be eligible under these provisions shall be only those that are not filled from the particular plant or the particular region in accordance with this subsection and the foregoing subsections of this section.

(d) In filling such job vacancies hereunder, the provisions of subparagraphs c, d, e, f, and g of subsection M-1 shall be applicable except that the following additional provisions shall be applicable to an employee assigned to another plant under the provisions of this subsection M-2:

(1) He may, at any time during the first six months of his employment at that plant (or during a period of layoff in the first year of such employment), elect to terminate such employment without breaking his continuous service at his home plant, provided he gives two weeks' notice to plant management. If he does so elect to

return to his home plant, he will not be eligible for a relocation allowance for such return.

(2) When he has completed one year of employment at that plant, his continuous service at his home plant will be cancelled and the plant to which he was assigned will then become his home plant.

(e) An employee who is assigned a job under this subsection M-2 or subsection M-1 in a plant at least 50 miles from the plant from which he was laid off and who changes his permanent residence as a result thereof will receive a relocation allowance promptly after the commencement of his employment at the plant to which he is relocated, on the following terms:

(1) He must make written request for such allowance in accordance with the procedure established by the company.

(2) The amount of the relocation allowance will be determined in accordance with the following:

Miles between plant locations	Allowance for Single employees	Allowance for Married employees
50-99	$130	$380
100-299	150	420
300-499	180	490
500-999	230	620
1,000-1,999	290	780
2,000 or more	350	940

(3) The amount of any such relocation allowance will be reduced by the amount of any relocation allowance or its equivalent to which the employee may be entitled under any present or future Federal or State legislation; and the amount of such allowance shall be deducted from monies owed by the company in the form of pay, vacation benefits, SUB benefits, pensions or other benefits, if the employee quits, except as it shall be agreed locally that the employee had proper cause, or is discharged for cause any time during the 12 months following the start of such new job.

(4) Only one relocation allowance will be paid to the members of a family living in the same residence.

3. a. The operation of this subsection M will be subject to periodic review by a joint committee, consisting of equal numbers of respresentatives of both parties (not more than 3 each), who shall meet periodically to review the operation of this subsection and to consider and resolve any problems that may arise from its operation. The company shall supply to such committee pertinent information relating to the operation of this subsection.

b. The following procedure shall apply only to complaints or grievances relating to the application of this subsection M:

(1) Any employee who believes that he has a justifiable request or complaint shall promptly refer the matter to a staff representative designated by the union for this purpose, who in turn will promptly arrange to discuss the request or complaint with the company designated representative.

(2) If not satisfactorily resolved, the union's designated staff representative may refer the matter to the company's fourth step representative certified to the union by the company to handle fourth step grievances for the home plant of the complaining employee, or, if appropriate, the fourth step representative for another

plant involved in the complaint. Such referral shall be made in writing within 10 days of completion of the final discussion pursuant to (1) and shall set forth the union's statement of fact, the action of the company which the union challenges, the clause or clauses of this subsection M which are alleged to be violated, the relief sought, and the union's position. The appealed grievance shall be handled in the regular grievance procedure established under this agreement starting at the fourth step.

4. In order to facilitate the operation of the program provided for in this subsection M, it is agreed that (a) back pay shall not be awarded in any grievance based on those paragraphs unless the arbitrator finds that there has been willful and deliberate noncompliance therewith, and (b) the company and the international union may, upon recommendation of the committee provided for in paragraph 3 above, amend this subsection M at any time during the period of this agreement and that such amendment shall be effective with respect to any pending grievance.

5. The company will not be liable for any retroactive pay with respect to any period prior to 4 days or the beginning of the payroll week, whichever is later, after receipt by the company of specific written notice (on a form to be provided therefor) of its alleged error.

6. By agreement between the company and the international union, the provisions of this subsection M may at any time be suspended and employees who are working at other plants under these provisions may be laid off, if it becomes necessary to do so to provide employment for long-service employees who are permanently displaced or for other valid reasons.

From the agreement between
Ford Motor Company and the
Auto Workers (UAW) (Ind.)
(expiration date: September 1970)

ARTICLE VIII

SENIORITY AND RELATED MATTERS

Seniority Date

(a) General

Seniority shall be computed from the date of hiring into or transfer into a plant.

(b) Employes on layoff from unit other than basic unit

Any employe who has basic seniority in one unit and who, as of May 25, 1959, is on the active employment rolls of another unit or who subsequently is placed in or transferred to another unit under circumstances where he does not carry his seniority with him, shall, at his first layoff thereafter in a reduction in force, have his seniority determined by whichever of the following he then elects:

(i) Such employe may irrevocably waive his seniority in his basic unit and retain at the other unit his latest date-of-entry seniority, which will then become his basic seniority, (it being understood that such waiver will not break the employe's "company seniority" for purposes of such plans as the vacation, holiday pay, jury duty pay SUB or retirement plans where company, rather than plant, seniority is taken into account); or

(ii) Such employe may elect to return to his basic unit, in which event he shall be placed in, or on the recall list of, his basic seniority unit with full credit for seniority accumulated while working in the other unit to be included in determining his seniority in such basic unit, and he shall retain no seniority rights in any other unit, except as otherwise provided in article VIII, section 23(c) with respect to skilled trades seniority.

Any employe who does not elect (i), above, in writing at the place designated by the company within five calendar days after his layoff shall be deemed to have elected (ii).

This subsection (b) shall not supersede or preclude local or area agreements pertaining to the seniority date of an employe on layoff from a plant other than his basic unit approved by the National Ford Department and labor relations staff. . . .

Transfers . . .

(c) Between Plants

Seniority employes who are transferred from one plant to another plant shall be considered seniority employes of the new plant as of date of transfer, subject to the provisions of section 24 of this article.

Transfers of seniority employes from one plant to another may only be made with the signed consent of the employe and his committeeman.

In the event such transferred employes are affected by a reduction in force in the new plant, they shall be laid off or returned to their original plant according to their election as provided in article VIII, section 1(b); except that employes with basic non-skilled trades seniority in their original plant who have acquired skilled trades

(appendix D) seniority in the new plant shall retain such skilled trades seniority in the new plant on return to their original plant. The company shall not be expected to transfer such an employe to the plant where he first acquired seniority on a skilled classification until requested to do so.

Transfer of an Operation

(a) Transfers affecting rough area only

In the event of a transfer of an operation from one unit to another within the rough area the employes affected shall be transferred to the new unit, taking their seniority with them.

On the partial transfer of an operation, the method of transferring the employes shall be subject to local negotiation.

(b) Other inter-plant transfers

In the event of a transfer of an operation from one plant to another plant other than within the rough area, providing both plants are covered by this agreement, an employe who is offered and accepts a transfer with the operation shall carry the seniority to the new plant which he had at the old plant.

The foregoing rule shall also apply in the event of a partial transfer of an operation to a new plant from an old plant which may be closed or continued on a reduced employment basis. It shall not apply however, to partial transfers of operations incident to adjustments in production schedules or changes in the products at any location. . . .

Discontinuance of Work . . .

(e) Employes laid-off—hiring consideration at other plants

In the event of permanent discontinuance of work in a group, unit, or plant, the local union affected shall furnish a list of such laid-off employes by classification to the company, and these employs shall be given hiring consideration at other plants of the company.

Offers of Work in Other Plants

Any provisions of this agreement to the contrary notwithstanding, the company, in order to provide stabilized employment, shall have the right to offer employes who have exhausted their seniority within their seniority unit any available work within any of the plants covered by this agreement, if the plants to which employes are offered jobs are located in the same labor market area, as defined by the State Employment Security Commission of the State in which the plants affected are located; provided, however, that those plants presently covered by the Detroit Area availability list agreement as amended shall be considered to be in the same "labor market area."

If no open jobs are available, such employes may be offered, at the option of the company, the right to displace probationary employes in any other plant in the same labor market area.

In the event of the discontinuance or partial discontinuance of a classification or of an operation within a seniority unit, or the discontinuance or partial discontinuance of a seniority unit, the company may offer the affected employes the opportunity to transfer to available work or to displace probationary employes in any of the plants covered by this agreement.

For skilled tool and die, maintenance and construction, and power house employes, offers of available work and offers to displace probationary employes shall be limited to tool room departments, maintenance departments and power house departments, respectively.

Employes who have displaced probationary employes shall not be displaced by probationary employes.

Employes who refuse such offers of available work or displacement of probationary employes shall not, by such refusal lose their seniority call back rights. . . .

ARTICLE IX

WAGES AND OTHER ECONOMIC MATTERS

Moving Allowances

(a) Transfer moving allowance

1. Eligibility

An employe who is on the active employment roll on or after September 1, 1961, shall be eligible for a moving allowance if he is thereafter offered and accepts a transfer from one plant of the company (hereinafter called his original plant) to another plant of the company (hereinafter called his new plant) as a result of a transfer of operations pursuant to article VIII, section 24(b) and if:

(i) His new plant is at least 50 miles distant from his original plant and he moves his residence as a result of his transfer; and

(ii) He files an application for a moving allowance not later than six (6) months after the first day he worked at his new plant and has not applied for a separation payment under the Supplemental Unemployment Benefit Plan.

2. Amount

Effective for expenses incurred on or after January 1, 1968, the amount of an employe's moving allowance shall be the amount shown in the following table:

Miles between plant locations	Allowance for Single employees	Allowance for Married employees
50-99	$170	$445
100-299	200	495
300-499	250	570
500-999	320	700
1,000 or more	370	795

The amount of an employe's moving allowance as computed above shall be reduced by the amount of any relocation, moving or living expense benefits that the employe receives or is eligible to receive with respect to such relocation under any present or future Federal or State law. For purposes of this paragraph, the employe shall be deemed eligible to receive benefits under Federal or State law even though he does not qualify for, or loses, such benefits through failure to make proper application therefor.

3. Employe returning to original plant

In the event an employe who is eligible for a moving allowance under this section 28(a) exercises any option that he may have to return with his seniority to the seniority rolls of his original plant under conditions entitling him to a separation payment under the Supplemental Unemployment Benefit Plan, such separation payment shall be reduced by the amount of any moving allowance received by him.

4. More than one employe in family

Only one moving allowance will be paid where more than one member of a family living in the same residence are transferred pursuant to article VIII, section 24(b).

(b) Layoff moving allowance

1. Eligibility

An applicant who is on the active employment roll on or after January 1, 1962, shall be eligible for a moving allowance if he is laid off from one plant (hereinafter called his original plant) as a result of a discontinuance of operations and is offered and accepts an offer of employment at another plant of the company (hereinafter called his new plant) pursuant to article VIII, section 25(e) and if:

(i) His new plant is at least 50 miles distant from his original plant and he moves his residence as a result of accepting the offer of employment at his new plant; and

(ii) He had one or more years of seniority on the last day he worked at his original plant and has not incurred a break in seniority on or prior to the date on which application is made to the company; and

(iii) He files an application for a moving allowance not later than six (6) months after the first day he worked at his new plant.

2. Amount

(i) Effective for expenses incurred on or after January 1, 1968, the amount of a moving allowance shall be the greater of (A) the amount of separation payment which would have been paid under the Supplemental Unemployment Benefit Plan to the applicant assuming that he would have been eligible for a separation payment as of the date of his application for such moving allowance or (B) an amount equal to his unused credit units under the Supplemental Unemployment Benefit Plan as of the date his application is received by the company multiplied by forty dollars ($40); provided, however, that such moving allowance shall in no event be greater than the amount shown in the following table:

Miles between plant locations	Maximum allowance	
	Single employees	Married employees
50-99	$170	$445
100-299	200	495
300-499	250	570
500-999	320	700
1,000 or more	370	795

(ii) The amount of an applicant's moving allowance as computed above shall be reduced by the amount of any relocation, moving or living expense benefits that the applicant receives or is eligible to receive with respect to such relocation under any present or future Federal or State legislation. For purposes of this subsection (b), the applicant shall be deemed eligible to receive benefits under Federal or State legislation even though he does not qualify for, or loses, such benefits through failure to make proper application therefor.

3. Payment

(i) A moving allowance shall be payable in a lump sum. Any moving allowance payable under this subsection (b) shall be paid by the company, subject to the terms and conditions specified in article VII, section 5(e)(iii) of the Supplemental Unemployment Benefit Plan.

(ii) Only one moving allowance shall be payable where more than one member of a family living in the same residence are relocated pursuant to article VIII, section 25(e).

4. Reduction in any future separation payment

The amount received under the provisions of this subsection (b) shall be deducted from any separation payment that the employe subsequently becomes eligible to receive under the Supplemental Unemployment Benefit Plan.

From the agreement between
National Master Freight Agreement, and the
International Brotherhood of Teamsters (AFL-CIO)
(expiration date: March 1970)

Section 3.

(a) 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 both carriers involved are solvent then the seniority lists of the two companies should be dovetailed so as to create a master seniority list based upon total years of service with either company. This is known as dovetailing in accordance with years of seniority.

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 and 5 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, terminals, or business, 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 seniorty 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 in effect until final

authority is granted 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 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 supplement which have previously established rules of seniority not contrary to the provisions of such supplements and approved by the . . . area committee may continue to apply such rules if such rules are reduced to writing.

(b) If the minimum wages, hours and working conditions in the company absorbed differ from those minimums set forth in this agreement, and the supplements thereto the higher of the two shall remain in effect for the employees so absorbed.

(c) Where an employee is required, through no fault of his own, to change residence in order to follow employment as a result of an approved change of operation, the employer shall move the employee and assume the responsibility for proven loss of, or damage to, household goods due to such move, or pay his moving expenses, including insurance against loss or damage. This shall not apply to moves within the 75-mile radius as defined in the peddle run provision, except where by past practice and agreement, a greater or lesser radius has been agreed to. The employer shall not be responsible for moving expenses if the employee changes his residence as a result of a voluntary transfer.

Section 5. New branches, etc.

(a) Opening of new branches, terminals, divisions or operations.

1. When a new branch, terminal, division or operation is opened (except as a replacement for existing operations or as a new division in a locality where there are existing operations), the employer shall offer the opportunity to transfer to regular or positions in the new branch, terminal, division or operation in the order of their company or classification seniority, to employees in those branches, terminals, divisions or operations which are affected in whole or in part by the opening of the new branch terminal, division or operation. This provision is not intended to cover situations where there is replacement of an existing operation or where a new division is opened in a locality where there is an existing terminal. In these latter situations, laid-off or extra employees in the existing facilities shall have first opportunity for employment at the new operation in accordance with their seniority. If all regular full-time positions are not filled in this manner, then the provisions of the above paragraph shall apply.

2. The transferred employees, other than those referred to in the exception to section 5 (a) 1, above shall, for a period of 30 days following the transfer have an unqualified right to return to their old branch, terminal, division or operation if it is still in existence and carry with them their seniority at that old branch, terminal, division or operation. Employees who avail themselves of the transfer privileges because they are on lay-off at their original terminal may exercise their seniority rights if work becomes available at the original terminal during the three year lay-off period allowed them at their original terminal. Transferred employees shall have, after 30 days, the same privileges with respect to subsequent transfers as set forth in paragraph 1 above.

Closing of branches, etc.

(b) Closing of branches, terminals, divisions or operations.

1. When a branch, terminal, division or operation is closed and the work of the branch, terminal, division or operation is eliminated, an employee who was formerly employed at another branch, terminal, division or operation shall have the right to transfer back to such former branch, terminal, division or operation and exercise his seniority based on the date of hire at the branch, terminal, division or operation into which he is transferring provided he has not been away from such original terminal for more than three years.

2. When a branch, terminal, division or operation is closed or partially closed and the work of branch, terminal, division or operation is transferred to another branch, terminal, division or operation in whole or in part, an employee at the closed or partially closed down branch, terminal, division or operation shall have the right to transfer to the branch, terminal, division or operation into which the work was transferred if regular work is there available. Such employee, however, shall go to the bottom of the seniority board and shall have the right of job selection only in accordance with his seniority at such terminal. However, he shall exercise his company seniority for lay-off purposes and all other contract benefits.

(c) When a branch, terminal, division or operation is closed and the work of the branch, terminal, division or operation is eliminated, and no part of it is transferred to another branch, terminal, division or operation employees who are affected thereby shall be given first opportunity for available regular employment at any other branch, terminal, division or operation of the employer within the area of the supplemental agreement under which employed. The obligation to offer such employment shall continue for a period of three years from the date of closing, however, the employer shall not be required to make more than one offer during this period. Any employee accepting such offer shall pay his own moving expenses. If hired, they shall go to the bottom of the seniority board but shall have company seniority for fringe benefits only.

Qualifications

(d) In all transfers referred to in section 5 (a), (b) and (c) above the employee must be qualified to perform the job by experience in the classification.

(e) Seniority on individual runs on change of domicile: When a driver is re-domiciled in accordance with an approved change of operations or which is otherwise not in violation of the agreement, the driver shall carry his prior seniority for that run only. Transferred men under this sub-section shall have master seniority for lay-offs and re-hiring, but shall accumulate terminal seniority only from the date of transfer for the purpose of bidding on other runs. If such terminal seniority is used to bid on other runs, the driver shall lose his right of prior seniority on his original run. This rule is not intended to apply to those instances described in article 5, section 5 (a), (b) and (c) of the agreement.

Section 6.

The union shall be entitled to a seniority list each six months upon request. The employer shall post a seniority list at least once every twelve (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.

Section 7.

The parties acknowledge that specific situations may arise which may not be covered by the rules set forth in this article or in which the parties may feel that different treatment of the problem is necessary. In such situation, the employer, the unions involved, and the area, multi-conference or national committees may mutually agree to such disposition of the seniority problems as in their judgment is appropriate under the circumstances. The change of operations committee under the local supplements or the national master agreement shall have the authority to add to or to modify these rules in specific situations presented to them.

Part II. Plant Movement Provisions

From the agreement between
The Florsheim Shoe Company and the
United Shoe Workers of America (AFL-CIO)
(expiration date: November 1968)

Thirty third: It is the intent of the company to continue its operation of the present plants in Chicago during the term of this contract. However, if the company determines that it is not feasible to continue a particular plant or a department thereof, and such work is transferred to another plant of the company not covered by this contract, it is recognized by the parties that such decisions of the company are not subject to the arbitration procedure. Any employee terminated by the company as a result of this transfer of work shall be entitled to severance pay.

If a plant or a department is discontinued during the term of this agreement, any employee, working in said discontinued plant or department, terminated by the company, at any time during the term of this agreement as a result of the transfer of work as described in said severance pay clause shall be entitled to severance pay.

Any employee in another department whose employment is terminated by the company as a direct result of the discontinuance of another plant or department and resulting transfer of work as described in the above paragraph shall be entitled to severance pay.

Severance pay schedule

Continuous service	Weeks of pay
2 years	2
4 years	3
6 years	4
10 years	8
15 years	12
20 years	16
25 years and over	20

A week's pay under the above schedule shall be computed on the basis of the employee's weekly wage (previous quarter average times 40 hours). The above provision does not apply to employees who are eligible for normal retirement.

As in the past the company will notify the union prior to any general layoff for purposes of discussing the matter. Further the company agrees to notify the union sixty (60) days before it closes a plant or a unit thereof which would result in the permanent layoff of the majority of employees in that plant or unit.

From the agreement between
General Electric Company and the
International Union; Allied Industrial
Workers of America (AFL-CIO)
(expiration date: April 1970)

Section 4—Benefits available at plant closing

Whenever the company decides to close a plant, the company shall give notice of its decision to the employees concerned and to their representatives if any. Thereafter, as the company, in the course of such plant closing, no longer has need for the work then being done by any employee, his employment by the company may be terminated, subject only to compliance with the provisions of this section 4.

(a) Each employee shall be given at least one week's advance notice of the specific date of his termination.

(b) An eligible employee whose employment is terminated because of plant closing shall be entitled to the income extension aid in a lump sum for which he is eligible as described above, other than amounts available under section 3 (a), and the full vacation allowance for which he might be qualified during the calendar year in which his employment is terminated and any other accumulated allowances due him, provided that he:

(1) After the announcement of the plant closing, continues regularly at work for the company until the specific date of his termination, or

(2) Fails to continue regularly at work until the specific date of his termination due to verified personal illness or leave of absence, or

(3) Is on layoff for lack of work at the time of the plant closing.

(c) Such employee may request that his date of termination be advanced so that he can accept other employment and the local management will give due regard to this request.

(d) An eligible employee who will become eligible for optional retirement under the pension plan within one year either (i) from the time his employment would have been terminated as the result of the plant closing, or (ii) from the time of his layoff if this is prior to the date of plant closing, and who meets the conditions specified in subparagraphs (a), (b) and (c) of paragraph (2) may receive any income extension aid to which he is entitled under section 4 and later elect optional retirement when he reaches optional retirement age. His service would be protected until such age.

Section 5—Vested rights under pension plan

The receipt of income extension aid will not affect any rights the employee may have under the vesting provision of the pension plan.

Section 6—Lump sum payments

Service credits previously accumulated, continuity of service, and recall rights will be lost upon receipt by the employee of an income extension aid payment in lump sum under section 3 (d) or payment under the plant closing section 4. However, in the event of subsequent rehire as a "new" employee within five years of any such termination, service credits and recall rights previously lost shall be restored provided repayment of the income extension aid is made by the employee within a reasonable time after rehire. However, service credits, continuity of service and recall rights lost at termination upon receipt of payments under plant closing section 4 shall be restored automatically without

repayment in the event of subsequent rehire more than six (6) months after such termination. An employee who having received payments under plant closing section 4, is rehired six (6) months or less after his termination and who has made arrangements satisfactory to the company providing for repayment shall, during such time as he is not in default of such arrangements and for the purpose only of layoff and recall, be deemed to possess the service credits, continuity of service and recall rights to be restored to him upon full repayment.

Section 7—Non duplication

If any part of an employee's continuous service is used as the basis for an actual payment under any of the options of the income extension aid arrangement, that part of his continuous service may not be used again for such purpose, either during that period of layoff or any subsequent period of layoff or plant closing, unless repayment has been made as provided in section 6 above.

Section 8—Definitions

Plant closing

The terms "plant closing" and "to close a plant" mean the announcement and carrying out of a plan to terminate and discontinue all company operations at any plant, service shop or other facility. Such terms do not refer to the termination and discontinuance of only part of the company's operations at any plant, service shop or other facility nor to the termination or discontinuance of all its former operations coupled with the announced intention to commence there either larger or smaller other operations. Any employee released by such latter changes will be considered as out for lack of work and will be subject to provisions applicable to those on layoff for lack of work.

Section 9—Other

The provisions of this plan shall not be applicable where the company decides to close a plant or layoff an employee 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 a company plant, service shop or other facility. However, the operation of this section shall not affect the rights or benefits already provided hereunder to an employee laid off for lack of work, prior to the commencement of any such strike, interference or interruption.

From the agreement between
Glass Container Manufacturers Institute, Inc.
and the Glass Bottle Blowers (AFL-CIO)
(expiration date: March 1971)

Article 9

Transfer of employee

1. A manufacturer shall notify the international union and the director of labor relations ninety days in advance or as soon thereafter as possible of any plant closing, or the elimination of a department. The director of labor relations shall notify the other manufacturers of such permanent reductions affecting the size of the work force.

2. Upon request of the international union, a representative of the manufacturer shall meet with a representative of the international union and the local union involved to advise them of the jobs and employees to be elinimated. The manufacturer will advise the international union and the local union at such meeting of job vacancies which may then exist at any of the manufacturer's other plants under the jurisdiction of this contract.

3. An employee with one year or more of seniority who is terminated because of a permanent reduction in the working forces shall, within thirty days after the date of his termination, make application to the personnel department, of the palnt where he was formerly employed specifying the other plants under the jurisdiction of this contract at which he wishes to be considered for employment.

Any such employee shall be considered at other plants for job openings for which he is qualified for a period of one year subsequent to the date of his termination but may extend this period for a second year by requesting such extension at the personnel department of the plant where he was formerly employed within ninety days prior to the end of the first year following his termination, and for a third year by giving similar notice within ninety days prior to the end of the second year following his termination.

If he is employed at another plant of the same manufacturer within such time, he shall retain his continuous service benefits accumulated with the manufacturer. If he is employed at a plant of another manufacturer within such time, he shall be hired as a new employee but shall retain any portable pension benefits for which he qualifies under section 1 (c) (v) of article 18, Pensions.

Any such terminated employee who is offered a job under the jurisdiction of this contract and who refuses such job offer shall lose all reemployment rights under the provisions of this contract including any rights he would otherwise have to portable pension benefits under section 1 (c) (v) of article 18, Pensions.

Each manufacturer shall determine whether an employee meets its hiring standards and is qualified for employment, without discrimination because of age, union affiliation or prior union activity.

The international union shall from time to time send to each manufacturer and to the director of labor relations a list of employees who have been terminated by reason of permanent reductions in the working forces and who are still available for employment setting forth their job training and qualifications.

Part III. Relocation Allowance Provisions

From the agreement between
General Dynamics Corporation--Convair Division
and the International Association of Machinists and
Aerospace Workers (AFL-CIO)
(expiration date: October 1970)

APPENDIX D-IX
RELOCATION BENEFITS

A. General provisions

(1) Employees who, at the request of the company, are transferred from the Convair facilities located in San Diego County and are permanently assigned to an off-site test and/or missile base located outside of San Diego County, or employees who are transferred from one off-site test and/or missile base to another off-site test and/or missile base outside of San Diego County, shall receive applicable benefits in accordance with paragraph B below.

(2) Employees who were permanently transferred, assigned and relocated to an off-site test and/or missile base at company expense and who are subsequently transferred and permanently assigned to the convair facilites in San Diego County at the request of the company shall receive benefits in accordance with paragraph B 1, 2, 4, or 5 below.

(3) The term "dependents" as used herein is defined as the employee's spouse, minor children (under 21 years of age) who receive more than one-half of their support from the employee or minor children residing with the employee who are accepted as dependents for Federal Income Tax purposes.

(4) Transportation, relocation and travel allowance costs shall be paid for dependents only if the dependents join the employee within six (6) months from the effective date of transfer to the off-site test and/or missile base.

(5) Employees laid off at an off-site base who are eligible for benefits referred to in appendix D VI, paragraphs A2 or B2, must make a written request to industrial relations within three (3) days following layoff.

B. Allowances—employees transferred and permanently assigned to an off-site test and/or missile base

(1) Transportation allowance

(a) Actual cost of first-class rail fare (including lower berth or roomette if lower berth unavailable) or scheduled airline fare (first-class by propeller-driven aircraft or tourist-class by jet-driven aircraft), for the employee and each dependent , or

(b) Ten cents (10) per mile if the employee travels by personal automobile, or eight cents (8) if by motorcycle, for distances not to exceed route mileages as set forth in the latest edition of the Rand McNally highway chart from his presently assigned work location to the location to which he is being transferred. If an employee owns two automobiles and he and his dependents drive both vehicles to the off-site base, he shall receive the above allowances for both vehicles; however, if allowance for two vehicles is received, neither the employee nor his dependents shall be eligible for any other transportation allowance. The employee must provide substantiating evidence that two vehicles were utilized for the transportation of the employee and his dependents.

(2) Travel allowance

(a) Employees shall receive a travel allowance while traveling to an off-site test and/or missile base in accordance with the following schedule:

(1) Employee, $10.00 per day.

(2) Spouse and dependent children twelve years of age or older, $10.00 per day.

(3) Dependent children under twelve years of age, $5.00 per day.

(b) Travel time by personal automobile shall be actual travel time required not to exceed an amount computed by dividing 350 into the total mileage of the most direct route as shown in the most current edition of the Rand McNally highway mileage chart.

(1) One (1) day travel time shall be allowed for each complete 350 mile increment, however, when an amount of less than 350 miles occurs one (1) day travel time will be allowed if the amount is greater than 175 miles; no additional travel time will be allowed if the amount is less than 175 miles.

(2) When the total travel distance from company location to the next company location is less than 350 miles, one (1) day travel time shall be allowed.

(3) When the total travel distance from one company location to the next company location is more than 350 miles but less than 700 miles, an additional one-half (1/2) day travel time shall be allowed for total travel distance up to 525 miles, and one (1) additional day travel time shall be allowed if the total distance is in excess of 525 miles but less than 700 miles.

(c) Travel time by rail or air shall not exceed that of a scheduled carrier.

(d) Travel allowance specified in this paragraph is in lieu of any other per diem or travel allowance.

(3) Relocation allowance

(a) Upon completion of travel to a new permanent assigned location which is one hundred (100) miles or more from his former location, the employee and his dependents will be eligible for benefits defined in paragraph (2) (a) of this article until their household effects are moved into their new residence or for a period of thirty (30) days, whichever is less.

(b) If the distance to the new location is less than one hundred (100) miles the employee and his dependents will be eligible to receive one-half (1/2) the benefits defined in paragraph (2) (a) of this article until their household effects are moved into their new residence or for a period of thirty (30) days, whichever is less.

(c) A single employee or an employee with dependents who do not reside with him who is relocated at company request to or between off-site test and/or missile bases outside of San Diego County, California, shall receive ten dollars ($10.00) per day until he moves into a new permanent residence or for thirty (30) days subsequent to his arrival at the new location, whichever is less.

(4) Moving allowance

(a) Actual normal packing, crating, appliance service, transportation storage, and all-risk insurance expenses for the employee's household goods not to exceed 8,000 pounds shall be paid by the company, subject to the following conditions:

(1) The term household goods shall include such items as furniture, appliances, clothing and other personal effects of similar character, but excluding such items as automobiles, motorcycles, airplanes, boats or trailers, farm machinery, pets, plants, vegetables, explosives or inflammables.

(2) Appliance service shall include charges for normal packing and crating of appliances for transportation and/or storage, but shall not include other charges such as disconnecting, reconnecting or repairing articles, or removing or installing such items as TV sets, swing sets, air conditioners, or electrical, plumbing or carpentry services.

(3) Storage expenses shall be paid by the company for a maximum period of 30 calendar days at either point of origin or point of destination, but not both.

(a) All-risk insurance premium charges for present-day replacement value, less normal depreciation, of household goods not to exceed 8,000 pounds shall be paid by the company, provided that the declared value, nature and amount of coverage is no more extensive than that which the company deems reasonable. The company shall not be liable for loss or destruction of or damage to household goods.

(b) The company shall not pay expenses for household goods moved from a location other than the departing base for an employee except those employees who were previously relocated to the departing base at company expense but did not move his household goods with him, and provided further that, in such cases, the moving cost does not exceed that from the departing base.

(5) Movement of house trailer

(a) An employee residing in a house trailer who elects to move his house trailer by personal auto shall receive ten (10) cents per mile for the trailer in addition to the ten (10) cents per mile for the employee's personal automobile. The company shall also pay actual cost of necessary State permits.

(b) If an employee elects to have his house trailer moved by a common carrier, the company will pay the actual cost not to exceed the equivalent cost of moving 8,000 pounds of household goods, plus an additional allowance of up to two hundred dollars ($200) to cover normal trailer move costs such as packing and crating household goods by common carrier and insuring trailer household goods. Insurance premium charges shall be limited to cost for coverage for present-day replacement value of trailer household goods less normal depreciation. The company shall also pay actual cost of necessary.

(c) The company shall not be responsible for any costs such as the following items in connection with house trailer moves: (1) Breakdowns or repairs enroute; (2) replacing or repairing tires; (3) blocking or unblocking trailer;(4) trailer winterizing; (5) removing or replacing steps; (6) removing, dismantling or installing TV antennae, curtain rods, swing sets, air conditioners, awnings, etc.; (7) connecting or disconnecting utilities; (8) electrical, plumbing or carpentry services; (9) storage charges; (10) trailer insurance; (11) pickup, hauling, delivery or other work performed by carrier on Saturdays, Sundays or holidays.

From the agreement between Eaton Manufacturing Company and the United Automobile, Aerospace and Agricultural Implement Workers of America (AFL-CIO) (expiration date: October 1967)

Moving expense

A. Employees relocated by transfer of operations from one plant to another.

1. An employee who is on active employment rolls on or after January 1, 1962, and is offered and accepts a transfer from one plant to another plant covered by this agreement, will be paid a moving allowance provided:

(a) The plant relocation at which the applicant is to be relocated is at least 50 miles from the plant from which his seniority was transferred and as a result of such relocation he changes his permanent residence.

(b) His application is received by the company within six months after commencing employment at the plant to which he was relocated in accordance with procedure established by the company.

2. The amount of the moving allowance will be the amount shown in the following table:

Miles between plant locations	Single employees	Married employees
50-99	$55	$180
100-299	75	220
300-499	105	290
500-999	155	420
1,000 or more	215	580

3. In the event an employee after relocating to a new plant exercises an option to return with his seniority to the seniority rolls of his orignial plant under conditions which would entitle him to a separation payment on the basis of such seniority, the amount of any moving allowance received will be deducted from any subsequent separation payment.

B. Employees relocated due to permanent discontinuance of work in a plant covered by this agreement.

1. An employee with one (1) or more years of seniority who is on the active employment rolls on or after January 1, 1962, and accepts an offer of work at another plant of the company, will be paid a moving allowance provided:

(a) The plant relocation to which the applicant is to be relocated is at least 50 miles from the plant at which he last worked and he moves his residence as a result of such relocation.

(b) His application is received by the company within six (6) months after commencing employment at the new location.

2. The amount of moving allowance will be the greater of the separation payment to to which the employee would otherwise be entitled on the date of application or an amount equal to the applicant's unused credit units times the maximum SUB benefits payable under the SUB plan, but, in either case, will not exceed the applicable amount indicated in the allowance table above. Any such moving allowance payable under this paragraph shall be paid by the company subject to the terms and conditions specified in the SUB plan. Any subsequent separation payment will be reduced by the amount of any moving allowance previously received.

C. The amount of an applicant's moving allowance as computed above shall be reduced by the amount of any relocation, moving or living expense benefits that the applicant receives or is eligible to receive with respect to such relocation under any present or future Federal or State legislation. For purposes of this section the applicant shall be deemed eligible to receive benefits under Federal or State legislation even though he does not qualify for, or loses, such benefits through failure to make proper application therefore.

From the agreement between
Western Electric Company Inc.--Installation
and the Communications Workers of America (AFL-CIO)
(expiration date: September 1969)

Permanent Transfer

5.1 Travel Time

5.11 Time scheduled by the company for travel via common carrier by the shortest practical route between the work locations to and from which the employee is transferred shall be paid for during the day shift schedule in effect at the job location from which he is transferred and, when sleeping accomodations are not provided, between 11:00 p.m. and 7:00 a.m., except when the provisions of paragraph 5.12 apply.

5.12 If an employee notifies the company of his intention to use his automobile as a means of transportation to the destination base location, the company shall schedule day and hour of departure and shall pay travel time incurred in such use over the route agreed upon by the employee and his supervisor at the time of transfer during the day shift schedule in effect at the job location from which the employee is transferred.

5.2 Travel Expense

5.21 When the provisions of paragraph 5.11 apply, an allowance shall be paid for the employee and each dependent who accompanies him, for the following items to the extent applicable in traveling within the time scheduled for such travel:

(a) Common carrier fare by the shortest practical route between the work locations to and from which the employee is transferred.

(b) Meals en route (including tip): $2.00 for breakfast, $2.75 for luncheon, $3.75 for dinner.

(c) Lower berth in first class sleeping car (or equivalent accommodations in lieu thereof) and a $.50 porter tip per night when overnight travel is scheduled.

(d) Lodging en route when a stopover is required by the common carrier schedule - as incurred.

5.22 When the provisions of paragraph 5.12 apply, an allowance shall be paid to the employee for the following items to the extent applicable:

(a) Mileage for the route agreed upon by the employee and his supervisor at the time of transfer at $.085 per mile when employee has at least $5/10,000 public liability and $5,000 property damage insurance coverage, or $.08 per mile when he does not have such an amount of insurance.

(b) Additional mileage at $.06 per mile when an employee tows an automobile trailer to be used for his living accomodations at the destination base location.

(b-1) Towing charges enroute as approved in advance, when an employee is unable to tow his trailer.

(c) Parking or garaging enroute - as incurred.

(d) Meals enroute (including tip): $2.00 for breakfast, $2.75 for luncheon, $3.75 for dinner.

(e) Lodging enroute when a stopover is required - as incurred.

Alike allowance shall be paid for each dependent accompanying the employee with respect to items (d), (e) and paragraph 2.19.

5.3 Locating Expenses

5.31 The company shall authorize, arrange and pay the cost of packing, shipping, unpacking and storage (incidental to shipping) of the employee's household goods, and shall arrange with the moving company and pay directly for the following incidental services, if necessary:

(a) Furnace and chimney cleaning.

(b) Gas, electric, and water connections of a minor nature, including supplementary additions within the boundary of the dwelling to utilities already installed; such as, electric power, gas, or water supply to service home equipment or appliances.

(c) Removal and reinstallation of home equipment (includes uncoupling at origin and reinstallation plus incidental servicing as required at destination, and applies to: gas or electric range, washing machine, dryer, freezer, refrigerator, television set, antenna, or other home equipment).

(d) Transportation and care (boarding) of household pets prior to moving into new permanent residence.

(e) Realignment of television set and replacement of antenna. The cost of acquiring a comparable new antenna may be paid (not to exceed $75) when removal of the old one is not feasible.

5.32 The employee shall be reimbursed for the incurred cost of unexpired board, rent and garage rent, paid for in advance and not recovered.

5.33 An employee who is accompanied by dependents on a permanent transfer shall be paid a per diem allowance of $9.00 for himself and each dependent ten (10) or more years of age and $5.00 for each dependent under ten (10) years. Such allowance shall be paid for each day, starting with the scheduled day of arrival at the base location (but not before the day of actual arrival) and ending with the day of moving into permanent quarters or the fourteenth calendar day at that base location, whichever occurs first. To cover all other locating expenses, a single allowance of $350 shall be paid to such employee.

5.331 When it is agreed that it is necessary, because of the transfer, for an employee to vacate his living quarters at the starting point prior to his scheduled departure, payment of a per diem allowance in the amount specified in paragraph 5.33 shall be made for a period not to exceed three (3) days.

5.34 To cover locating expenses, an employee without dependents shall receive $200 payable as follows: $24 for the workweek during which he first works at the base location, $24 for the next workweek, $14 for each of the next ten (10) workweeks and $12 for the next workweek, providing he remains on the payroll for each of the weeks in which payment is authorized.

5.35 An employee whose dependents do not accompany him, but who advises the company that they will travel to his new base location within forty-five (45) calendar days following his arrival on a permanent transfer, shall be paid a per diem allowance, in the amount specified in paragraph 5.33. Such allowance shall be paid for a total of no more than fourteen (14) calendar days, including days on which it is paid for the

the employee himself, and days on which it is paid for the employee and dependents when they arrive at the new location, except that such allowance shall not be paid for any day after the employee moves into permanent quarters, or after the forty-fifth (45th) calendar day following his arrival, whichever occurs first. To cover all other locating expenses, a single allowance of $350 shall be paid to such employee.

5.351 An employee described in paragraph 5.35 shall also be paid an allowance for each dependent who travels to the new base location, to the extent applicable, as provided in paragraph 5.21 or 5.22, except that in the event paragraph 5.22 applies, the employee may also be paid such allowance for himself for one (1) round trip from his new base location for the purpose of using his automobile as a means of transportation for his dependents to his new base location.

5.4 Expenses in connection with disposal of home

5.41 An employee whose term of employment is five (5) years or more on the day he notified of a permanent transfer shall be eligible to reimbursement for additional expenses as follows:

5.411 The employee shall have an option either to sell his house (excluding mobile homes) privately or sell it to a realty corporation designated by the company, provided: such house is his principal residence, the employee possesses a good and marketable title, the house is either a one- or two-family dwelling, it is not used for commericial purposes, and the house shall not have been rented after the employee has been notified of his permanent transfer.

(a) An employee who elects to sell his house privately will be eligible to reimbursement of the expenses listed in subparagraphs (1) through (6) below provided the transaction of sale is completed within six (6) months following the date of the employee's transfer:

(1) Licensed broker's selling commission
(2) Mortgage prepayment penalty
(3) Legal fees, except unusual fees to clear substantial title defects
(4) Disbursements for documentary stamps
(5) Applicable real estate transfer taxes
(6) Applicable title fees and survey, if chargeable to seller

(b) An employee who elects to sell his principal residence to realty corporation designated by the company must meet the following additional requirements:

(1) The realty corporation's offer must be accepted within ninety (90) days following the date of the house appraisal letter.

(2) The house must not have been given to another realty company with an exclusive listing.

(3) The employee's equity must be $500 or 2½% of the appraised value, whichever is greater.

(4) The total amount of liens and encumbrances on the property must not exceed the appraised value.

(5) The transfer of title, or use of the property must not be subject to the approval of a third party.

(6) The house must comply with applicable laws, rules and regulations relative to construction and occupancy.

(c) An employee who elects to sell his principal residence to the realty corporation designated by the company will not incur the expenses specified in subparagraph (a) (1) through (6).

5.412 Employees who rent their principal residence from others shall have their leases settled by the company, except that oral leases will not qualify.

5.413 Within thirty (30) days prior to the date the employee is scheduled to report to work at his new base location, the company will, upon request and subject to the needs of the business, authorize the employee to make one visit of reasonable duration to the new base location for the purpose of searching for a residence. A married employee shall be authorized to have his spouse accompany him. In this connection, the company will reimburse the employee for the following items to the extent applicable for himself and his spouse:

(a) Lodging at the new base location during the period of the visit as incurred.

(b) Meals (including tip) for the period of the visit: $2.00 for breakfast, $2.75 for luncheon, $3.75 for dinner.

(c) Mileage for the round trip at $.085 per mile when the employee has at least $20/20/5,000 liability coverage; $.08 per mile when he does not have such an amount of insurance.

(d) Reasonable expense for the care of children and pets during the period of the visit.

Appendix B. Identification of Clauses

Clause number	Employer and union	Expiration date
1	American Greeting Card Corp. Independent Greeting Card Workers Union (Ind.)	March 1970
2	Dow Chemical Co. Mine, District 50 (UMW–50) (Ind.)	March 1971
3	P. Lorillard Co., Louisville plant Tobacco Workers (TWIU)	December 1970
4	Metropolitan Rigid Paper Box Manufacturers Association, Inc., New York City Pulp (PSPMW)	August 1968
5	Florsheim Shoe Co. Shoe Workers (USW)	November 1968
6	Alabama Textile Products Corp. Clothing (ACWA)	August 1967
7	Calumet and Hecla, Inc. Steelworkers (USA)	August 1968
8	TRW Inc., Van Dyke Works Auto Workers (UAW) (Ind.)	October 1967
9	Western Union Telegraph Co., National Telegraph Workers (UTW)	May 1968
10	I–A Dairies and Milk Companies, Massachusetts Teamsters (IBT) (Ind.)	March 1967
11	New York Industrial Council of National Handbag Association Leather Goods, Plastic and Novelty Workers (LGPN)	May 1968
12	Infants and Childrens Coat Associations, Inc., and two others Garment, Ladies' (ILGWU)	May 1970
13	Pleaters, Stitchers, and Embroiderers Association, Inc., New York City Garment, Ladies' (ILGWU)	February 1970
14	Bethlehem Steel Co. Steelworkers (USA)	July 1968
15	North American Rockwell Standard Corp., Commercial Product Group National Agreement Auto Workers (UAW) (Ind.)	January 1971
16	International Harvester Co. Auto Workers (UAW) (Ind.)	September 1970
17	Massey Ferguson, Inc. Auto Workers (UAW) (Ind.)	October 1967
18	Continental Motors Corp. Auto Workers (UAW) (Ind.)	January 1968
19	General Electric Co., Owensboro plant Industrial Workers, Allied (AIW)	April 1970
20	Pet Milk Co. Teamsters (IBT) (Ind.)	September 1966
21	Kenrose Manufacturing Co., Inc. Garment, Ladies' (ILGWU)	November 1968
22	Knox Glass Inc. Glass Bottle Blowers (GBBA)	February 1968
23	I–A Major Food Store Chains, New York Meat Cutters (MCBW)	February 1970

Clause number	Employer and union	Expiration date
24	I–A Major Chain Stores, New York Retail, Wholesale (RWDSU)	July 1967
25	East Bay Restaurant Association, Inc. and California Licensed Beverage Association Hotel (HREU)	July 1971
26	International Resistance Co. Electrical, International (IUE)	March 1969
27	Lear Siegler, Inc., Instrument Division Auto Workers (UAW) (Ind.)	January 1968
28	Erwin Mills, Inc., Textile Workers, United (UTWA)	March 1968
29	General Dynamics Corp., Fort Worth Machinists (IAM)	January 1971
30	St. Joseph Lead Co. Steelworkers (USA)	March 1970
31	I–A Local Cartage–Employer Associations Truck Drivers, Chauffeurs and Helpers Union of Chicago (Ind.)	March 1970
32	Southern California Shoe Manufacturers Association, Inc. Shoe Workers, United (USW)	September 1969
33	Food Employers Council and Independent Retail Operators, California Retail (RCIA)	March 1969
34	Associated Garment Industries Dress Agreement, St. Louis Garment, Ladies' (ILGWU)	February 1969
35	American Machine and Foundry Corp. Auto Workers (UAW) (Ind.)	January 1968
36	Torrington Co. Auto Workers (UAW) (Ind.)	May 1970
37	Aerodex, Inc. Teamsters (IBT) (Ind.)	July 1970
38	I–A General Sales Agreements, Los Angeles Retail (RCIA)	June 1967
39	Borg–Warner Corp., Warner Gear Division Auto Workers (UAW) (Ind.)	October 1970
40	Ice Cream Council, Inc., Illinois Teamsters (IBT) (Ind.)	April 1967
41	Merit Clothing Co. Clothing (ACWA)	May 1968
42	New England Apparel Manufacturers Association Garment, Ladies' (ILGWU)	January 1967
43	Stuffed Toy Manufacturers Association, New York City Toy Workers (IDTW)	June 1970
44	National Skirt and Sportswear Association Garment, Ladies' (ILGWU)	May 1970
45	Association of Rain Apparel Contractors, Inc., New York and New Jersey Garment, Ladies' (ILGWU)	July 1968
46	I–A Ice Cream Companies, New Jersey and New York Teamsters (IBT) (Ind.)	April 1968
47	Metropolitan Container Council Inc., New York and New Jersey Retail, Wholesale (RWDSU)	September 1968
48	Direct Mail Master Contract Association Retail, Wholesale (RWDSU)	May 1968
49	New Jersey Apparel Contractors Association, Inc. Garment, Ladies' (ILGWU)	January 1970

Clause number	Employer and union	Expiration date
50	Luggage and Leather Goods Manufacturers Association Leather Goods, Plastic and Novelty Workers (LGPN)	August 1968
51	Hupp Corporation, Gibson Refrigerator Division Auto Workers (UAW) (Ind.)	November 1968
52	Ford Motor Co. Auto Workers (UAW) (Ind.)	September 1970
53	United Aircraft Corp., Pratt and Whitney Division Auto Workers (UAW) (Ind.)	May 1969
54	Fruehauf Corporation, Strick Trailers Division Auto Workers (UAW) (Ind.)	November 1967
55	Chrysler Corporation, Parts Depots Auto Workers (UAW) (Ind.)	September 1970
56	Aldens, Inc. Teamsters (IBT) (Ind.)	January 1969
57	U.S. Steel Corp., American Bridge Division Steelworkers (USA)	July 1968
58	Carnation Co. Teamsters (IBT) (Ind.)	December 1968
59	Southwest Operators Association, Garage Employees Teamsters (IBT) (Ind.)	March 1970
60	I–A Trucking Companies, Maine Teamsters (IBT) (Ind.)	April 1967
61	Reynolds Metals Co. Aluminum Workers (AWU)	May 1968
62	Borg–Warner Corp., Morse Chain Division Machinists (IAM)	September 1967
63	Cessna Aircraft Co. Machinists (IAM)	June 1970
64	I–A Cement Companies, California Cement Workers (CLGW)	April 1969
65	Curtiss–Wright Corp., Engineers and Salaried Workers Auto Workers (UAW) (Ind.)	October 1968
66	Pet Milk Co., Whitman Division Bakery Workers, American (ABCW)	February 1969
67	Northwestern Steel and Wire Co. Steelworkers (USA)	August 1968
68	I–A General Trucking Industry, New Jersey Teamsters (IBT) (Ind.)	August 1967
69	Link–Belt Co., Ewart and Bearing Plants Steelworkers (USA)	September 1967
70	Empire State Cloth Hat and Cap Manufacturing Association, Inc., New York City Hatters (HCMW)	June 1969
71	Radio Corp. of America, RCA Division Engineers, Technical (AFTE)	June 1968
72	Philadelphia Transportation Co. Transport Workers (TWU)	January 1969
73	Caterpillar Tractor Co. Auto Workers (UAW) (Ind.)	September 1970
74	Wisconsin Telephone Co. Communications (CWA)	April 1971
75	Great Western Sugar Co. Teamsters (IBT) (Ind.)	March 1967
76	Federal–Mogul Corp., Bower Roller Bearings Divisions Auto Workers (UAW) (Ind.)	February 1968
77	Great A and P Tea Co., New York Meat Cutters (MCBW)	August 1968
78	Kroger Co. Meat Cutters (MCBW)	September 1968

Clause number	Employer and union	Expiration date
79	Southwestern States Telephone Co. Communications (CWA)	April 1967
80	Central Motor Freight Association, Inc. Teamsters (IBT) (Ind.)	March 1970
81	Gould National Batteries, Inc. Electrical, Brotherhood (IBEW)	April 1969
82	J. F. McElwain Co. New Hampshire Shoe Workers Union of Manchester (Ind.)	March 1969
83	I–A Retail Wholesale and Office Bakeries, New York Bakery Workers, American (ABCW)	January 1968
84	I–A Metropolitan New York Milk Industry Teamsters (IBT) (Ind.)	November 1969
85	DWG Cigar Corp. Teamsters (IBT) (Ind.)	January 1969
86	Twin City Lines, Inc., Minneapolis–St. Paul Transit Union, Amalgamated (ATU)	October 1967
87	I–A New Jersey–New York Area General Trucking Supplemental Agreement Teamsters (IBT) (Ind.)	March 1970
88	International Paper Co., Southern Kraft Division Pulp, (PSPMW) Electrical, Brotherhood (IBEW)	May 1970
89	General Motors Corp. Auto Workers (UAW) (Ind.)	September 1970
90	Owens–Illinois, Inc., Blown Plastic Division Glass Bottle Blowers (GBBA)	April 1968
91	I–A Fluid Milk and Ice Cream Companies, Sacramento Teamsters (IBT) (Ind.)	August 1968
92	National Master Freight Agreement, Central Pennsylvania Supplement Teamsters (IBT) (Ind.)	March 1967
93	Eastern Electrical Wholesalers Association Electrical, Brotherhood (IBEW)	January 1969
94	New England Sportswear Manufacturers Garment, Ladies' (ILGWU)	June 1970
95	General Dyanamics Corp., Convair Division Machinists (IAM)	October 1970
96	Tuna Research Foundation, California Seafarers (SIU)	September 1968
97	Bituminous Coal Operators—National Mine (UMW) (Ind.)	Open end
98	Corning Glass Works Glass, Flint (AFGW)	January 1969
99	Kelsey–Hayes Co. Auto Workers (UAW) (Ind.)	January 1971
100	Chrysler Corp. Auto Workers (UAW) (Ind.)	September 1970
101	Sunstrand Corp. Auto Workers (UAW) (Ind.)	January 1968
102	Florida Power and Light Co. Electrical, Brotherhood (IBEW)	September 1969
103	Scovill Manufacturing Co., A. Schrader's Son Division Electrical, International (IUE)	August 1967
104	Whirlpool Corp. Electrical, International (IUE)	October 1970
105	Pacific Telephone and Telegraph Co. and Bell Telephone Co. of Nevada Electrical, Brotherhood (IBEW)	October 1969

Clause number	Employer and union	Expiration date
106	Riegel Paper Corp. Papermakers (UPP)	October 1968
107	KVP Sutherland Paper Co. Papermakers (UPP)	July 1969
108	Sinclair Oil Corp. Oil, Chemical and Atomic Workers (OCAW)	Open end
109	Greyhound Lines, Inc., Southern Division Transit Union, Amalgamated (ATU)	October 1968
110	Heil Co. Steelworkers (USA)	April 1969
111	Parke–Davis Co. Oil, Chemical and Atomic Workers (OCAW)	April 1968
112	Potlatch Forests, Inc., Idaho Woodworkers (IWA)	May 1969
113	Fairbanks Morse, Inc. Steelworkers (USA)	August 1969
114	Glass Container Manufacturers Institute, Inc. Glass Bottle Blowers (GBBA)	January 1971
115	TRW, Inc., Cleveland Aircraft Workers Alliance, Inc. (Ind.)	October 1970
116	Bucyrus–Erie Co. Steelworkers (USA)	August 1970
117	Interlake Steel Corp. Steelworkers (USA)	July 1968
118	Standard Oil Co. of California, Western Operations Oil, Chemical and Atomic Workers (OCAW)	December 1968
119	Los Angeles Coat and Suit Manufacturers Association Garment, Ladies' (ILGWU)	May 1970
120	National Screw and Manufacturing Co. Auto Workers (UAW) (Ind.)	June 1969
121	Marion Power Shovel Co., Inc. Steelworkers (USA)	February 1969
122	General Telephone Co. of Ohio Communications (CWA)	April 1968
123	General Tire and Rubber Co. Rubber Workers (URW)	May 1970
124	Rath Packing Co. Meat Cutters (MCBW)	August 1970
125	Lockheed Aircraft Corp., Missiles and Space Division Machinists (IAM)	July 1968
126	Owens–Illinois, Inc., Columbus plant Glass Bottle Blowers (GBBA)	May 1968
127	Glass Container Manufacturers Institute, Inc., West Coast Glass Bottle Blowers (GBBA)	March 1968
128	The Maytag Co. Auto Workers (UAW) (Ind.)	November 1970
129	McCall Corp. Bookbinders (IBB)	April 1968
130	Philco–Ford Corp. Electrical, International (IUE)	April 1970
131	I–A Retail Drug Store Operators California Retail (RCIA)	June 1969
132	Aerojet General Corp., California Machinists (IAM)	August 1968
133	Otis Elevator Co. Electrical, International (IUE)	August 1967

Clause number	Employer and union	Expiration date
134	Sealed Power Corp. Auto Workers (UAW) (Ind.)	February 1968
135	Trico Products Corp. Trico Workers Union (Ind.)	August 1967
136	John Morrell and Co. Meat Cutters (MCBW)	August 1970
137	Bell Telephone Co. of Pennsylvania Electrical, Brotherhood (IBEW)	March 1970
138	Potlatch Forests, Inc., Southern Division Woodworkers (IWA)	May 1970
139	Eltra Corp. Auto Workers (UAW) (Ind.)	February 1968
140	Bendix Corp. Auto Workers (UAW) (Ind.)	April 1968
141	I–A Bakeries, Greater New York Area Bakery Workers, American (ABCW)	January 1968
142	Kaiser Foundation Hospital Service Employees (SEIU)	October 1968
143	Budd Co., Gary Auto Workers (UAW) (Ind.)	March 1968
144	Retail Food Market Operators, San Diego Retail (RCIA)	March 1969
145	Shell Oil Co. Oil, Chemical and Atomic Workers (OCAW)	December 1968
146	Illinois Bell Telephone Co. Electrical, Brotherhood (IBEW)	October 1969
147	Avco Corp., Lycoming Division Auto Workers (UAW) (Ind.)	May 1968
148	Radio Corp. of America, RCA Service Division Electrical, Brotherhood (IBEW)	November 1968
149	Oscar Mayer Co. Meat Cutters (MCBW)	August 1970
150	Copeland Refrigeration Corp. Electrical, International (IUE)	June 1969
151	National Master Automobile Transport Agreement, Western Conference Truckaway Supplement Teamsters (IBT) (Ind.)	May 1967
152	Wilson and Co. Meat Cutters (MCBW)	August 1970
153	West Coast Telephone Co. Electrical, Brotherhood (IBEW)	November 1968
154	American Can Co. Steelworkers (USA)	January 1968
155	Lever Brothers Co. Chemical (ICW)	March 1966
156	Greyhound Lines, Inc., Western Division Transit Union, Amalgamated (ATU)	February 1968
157	Michigan Bell Telephone Co. Communications (CWA)	October 1969
158	Oil, Petroleum, Chemical and Liquid Products Drivers Agreements, National Teamsters (IBT) (Ind.)	October 1970
159	Sperry Rand Corp., Sperry Gyroscope Division, Salaried Employees Electrical, International (IUE)	June 1970
160	San Francisco Newspaper Publishers Association Newspaper Guild (ANG)	September 1968
161	Pennsylvania Electric Co. Electrical, Brotherhood (IBEW)	May 1968

Clause number	Employer and union	Expiration date
162	Wisconsin Public Service Corp. Engineers, Operating (IUOE)	October 1968
163	I–A Glass Companies Glass and Ceramic Workers (UGCW)	November 1969
164	Southern Area Motor Carriers, Over-the-Road Teamsters (IBT) (Ind.)	March 1970
165	Ohio Edison Co. Utility Workers (UWU)	June 1968
166	Chrysler Corp., Office and Clerical Employees Auto Workers (UAW) (Ind.)	September 1970
167	Weston Instruments, Inc. Weston Employees Union (Ind.)	October 1970
169	Radio Corp. of America Association of Scientists and Professional Engineering Personnel (Ind.)	July 1967
169	Monsanto Co. Electrical, International (IUE)	July 1968
170	Zenith Radio Corp. Independent Radionic Workers of America (Ind.)	June 1968
171	Merck and Co., Inc. Oil, Chemical and Atomic Workers (OCAW)	April 1967
172	Dana Corp. Auto Workers (UAW) (Ind.)	November 1970
173	General Dynamics Corp., Convair Division Engineers and Architects Association (Ind.)	December 1970
174	Kollsman Instrument Co. Machinists (IAM)	June 1968
175	Kaiser Aluminum and Chemical Corp. Steelworkers (USA)	May 1968
176	Continental Can Co. Steelworkers (USA)	January 1968
177	Aluminum Co. of America AFL-CIO Aluminum Council of Vancouver, Washington	May 1968
178	Detroit Edison Co. Utility Workers (UWU)	June 1969
179	General Telephone Co. of the Southwest Communications (CWA)	May 1968
180	Florida Power Corp. Electrical, Brotherhood (IBEW)	October 1967
181	Eastern Cement Haulers Association Teamsters (IBT) (Ind.)	February 1968
182	Pacific Telephone and Telegraph Co., Accounting Employees Communications (CWA)	October 1969
183	Consolidated Gas Supply Corp. Allegheny Mountain Gas Workers (Ind.)	September 1969
184	Alabama Power Co. Electrical, Brotherhood (IBEW)	August 1968
185	Southwest Operators Association, Local Freight Teamsters (IBT) (Ind.)	March 1970
186	Cleveland Electric Illuminating Co. Utility Workers (UWU)	April 1968
187	Public Service Coordinated Transport, New Jersey Transit Union, Amalgamated (ATU)	February 1968
188	Pickands Mather and Co. Steelworkers (USA)	July 1968
189	Greyhound Lines, Inc., Eastern Division Transit Union, Amalgamated (ATU)	October 1968

Clause number	Employer and union	Expiration date
190	Panhandle Eastern Pipe Line Co., Field Employees Oil, Chemical and Atomic Workers (OCAW)	May 1968
191	Armour and Co. Meat Cutters (MCBW)	August 1970
192	General Telephone Co. of Michigan Electrical, Brotherhood (IBEW)	May 1969
193	Public Service Co. of Colorado Electrical, Brotherhood (IBEW)	May 1968
194	I–A Central States Area, Local Cartage Teamsters (IBT) (Ind.)	March 1970
195	General Telephone Co. of Pennsylvania Electrical, Brotherhood (IBEW)	June 1968
196	Western Electric Co., Inc., Installation Employees Communications (CWA)	September 1969
197	Sperry Rand Corp., Sperry Gyroscope Division, Hourly Employees Electrical, International (IUE)	June 1970
198	Dayton Power and Light Co. Utility Workers (UWU)	October 1970
199	Aerojet General Corp., Sacramento Machinists (IAM)	August 1968
200	Fairchild Hiller Corp. Machinists (IAM)	July 1970
201	Southern Bell Telephone and Telegraph Co. Communications (CWA)	October 1969
202	Rochester Telephone Corp. Communications (CWA)	March 1970
203	Kroger Co., Ohio Retail (RCIA)	October 1969
204	Boeing Co., Washington, Florida, Kansas, and California Machinists (IAM)	October 1968
205	Connecticut Light and Power Co. Electrical, Brotherhood (IBEW)	May 1968
206	Diamond State Telephone Co. United Telephone Workers of Delaware (Ind.)	December 1969
207	Armco Steel Corp. Steelworkers (USA)	July 1968
208	Cleveland Cliffs Iron Co.—Mines Steelworkers (USA)	July 1968
209	Budd Co., Philadelphia Auto Workers (UAW) (Ind.)	March 1968
210	Budd Co., Red Lion Plant Auto Workers (UAW) (Ind.)	March 1968
211	Standard Screw Co. Auto Workers (UAW) (Ind.)	April 1968

NOTE: All unions are affiliated with the AFL-CIO except those followed by (Ind.).

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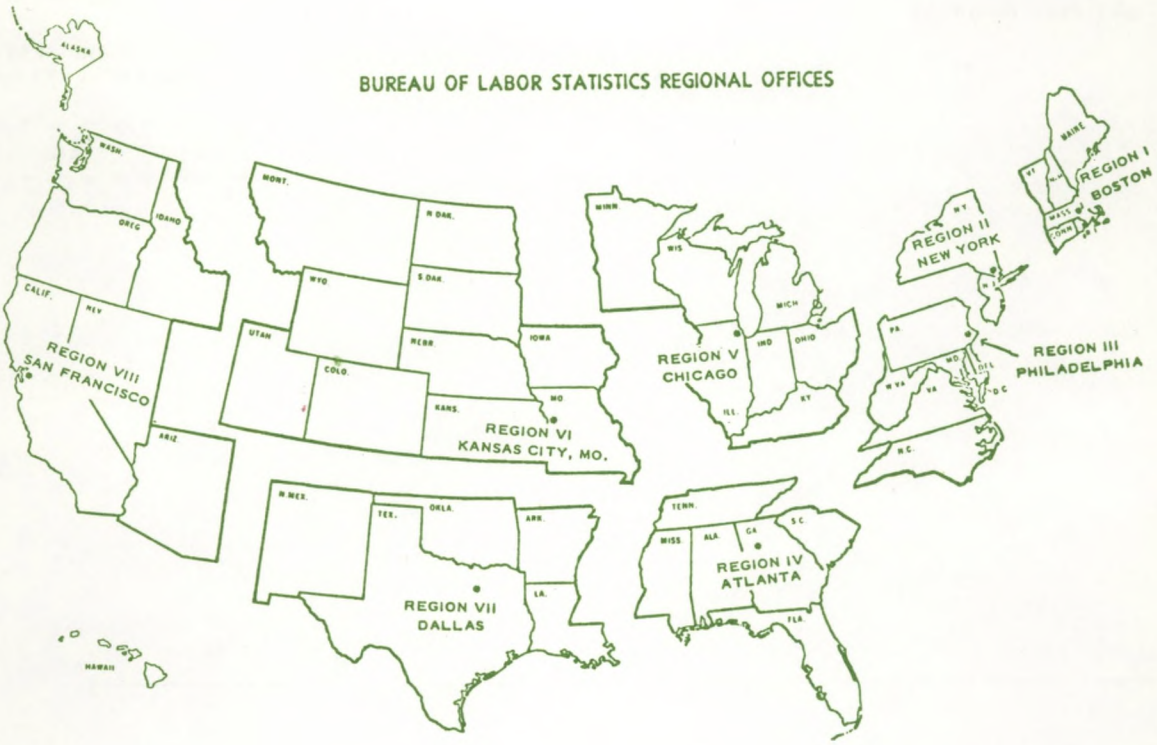

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