Major Collective Bargaining Agreements: Plant Movement, Interplant Transfer, and Relocation Allowances

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U.S. Department of Labor
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Preface

This bulletin is the 20th in a series of studies prepared by the Bureau of Labor Statistics to survey in depth the entire scope of collective bargaining agreement provisions. Other publications in the series are listed near the back of this bulletin.

The intent of this bulletin is to provide information regarding three important issues in collective bargaining: The protection afforded employees displaced by plant shutdowns and plant movements; the rights and options of employees transferring between plants and 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.

For the sections of the study dealing with interplant transfers and relocation allowances, nearly all collective bargaining agreements in the United States covering 1,000 workers or more in private industry were examined, except for those in railroads and airlines. A sample of agreements was examined for plant shutdown and plant movement provisions. All agreements studied are part of a current file maintained by the Bureau for public and government use as directed by Section 211 of the Labor-Management Relations Act of 1947.

The interpretation and classification of the agreement clauses in this bulletin represents the Bureau's understanding, and not necessarily that of the parties who negotiated them. Clauses, identified in appendix A, are for illustrative purposes only and are not intended as models.

The bulletin was prepared in the Division of Industrial Relations, Office of Wages and Industrial Relations by Mary Ann Andrews, Homer R. Kemp, Jr., David Schlein, and Winston L. Tillery, under the general direction of Michael H. Cimini, Project Director. The section of the study dealing with plant movement was carried out with funds from the Labor-Management Services Administration of the Department of Labor.

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Chapter 1. Introduction

Economic change and subsequent dislocations have long been characteristic of the American economy. To the frequently arising threats of general or industrywide slumps, the serious problems of seasonal, marketing, and technological changes, and the obsolescence of established skills and physical plants, have been added the increasingly critical problems posed by the export of jobs and technologies, foreign competition, and an unfavorable balance of trade.

Plant relocations or closings can create serious economic problems for both individual workers and communities. Besides the obvious psychological effects, affected workers may become unemployed, be forced to take less skilled or lower paying jobs, or be required to relocate. Affected communities suffer a declining tax base and lower tax revenues while the need for social services increases. In a depressed economy, efforts to lessen the hardship and suffering created by closings or relocations are seriously handicapped, as the funds to train or transfer workers, or to provide new job opportunities, contract.

It is not surprising that job security is a major concern to the negotiators of collective bargaining agreements. This concern is reflected in the many negotiated provisions requiring advance notice of plant shutdowns and relocations, the transfer of workers between plants, and a statement of the rights and obligations which accompany these movements.

The problem is to resolve the inherent conflict between management's need for flexibility and mobility and the employees' concern for job and income security. Management may need to shut, relocate, or start up new plants or operations to remain competitive, to implement new technology, or to increase efficiency. However, employees potentially affected by dislocations are concerned with job security issues and income maintenance, i.e., continuity of employment and income, and seniority rights.

Earlier collective bargaining attempts to cushion the adverse impact of plant closings or relocations were aimed at the introduction of technological change or automation. Current efforts are apt to cover most sources of labor displacement and to embrace most of the measures labor and management have traditionally relied upon to resolve job security and income maintenance issues. Among these measures are advance notice, severance pay, supplemental unemployment benefits, early retirement, worksharing arrangements, transfers, relocation allowances, and training or retraining provisions.

Since labor and management have historically concentrated their efforts on providing income protection for laid-off employees, many problems created by plant closings or relocations are not directly addressed in collective bargaining agreements. Because many of the problems involve concerns beyond the scope of collective bargaining, government has intervened. Besides indirectly affecting the collective bargaining process by providing income maintenance benefits (such as unemployment benefits and Trade Adjustment Act payments) and training/retraining programs, government has recently shown a disposition to directly intervene in the collective bargaining process.

Legislation to deal with the adverse effects of plant closings and relocations was introduced in the Senate and in the House in 1979 and 1980.[1] These bills would require companies to give 6 months' to 2 years' notice of intent to close a plant, as well as other employee-community protection. Two States (Maine and Wisconsin) have already passed legislation relating to plant closings, and bills have been introduced in at least nine other States.[2] In addition, the Supreme Court agreed early in 1981 to hear a case involving the issue of whether a company shutting down an operation (plant) has a duty to bargain with affected unions.[3]

Scope of study

For the chapters dealing with interplant transfer and relocation allowances, the Bureau examined 1,593 agreements, each covering 1,000 workers or more, or more than two-thirds of all private agreements of this size, excluding railroad and airline agreements. The agreements covered almost 7.0 million workers, or about one-third of the total under collective bargaining agreements outside the excluded industries. Of these, 769 agreements, covering 3.2 million workers, were negotiated in manufacturing industries; and 824, covering 3.7 million workers, were in nonmanufacturing. Most agreements were scheduled to expire in 1980 or later.

[1] The House bill was HR 5040, "National Employment Provision Act of 1979", the Senate bills were S. 1609, S. 2400, and S. 1608.

[2] Oregon, Ohio, Pennsylvania, Michigan, Illinois, Indiana, New York, Massachusetts, and Rhode Island.

[3] First National Maintenance Corp. v. NLRB, 49 U.S. L.W. 3493 (Jan. 12, 1981), granting certiorari to review 627 F. 2d 596 (2nd Cir. 1980).

For the chapter on plant closing and plant movement, the Bureau selected a sample of agreements, based on descending order of worker coverage within industry groups. The sample contained 522 agreements, each covering 1,000 workers or more, or nearly one-fourth of all agreements of this size, excluding railroads and airlines. Most agreements were scheduled to expire in 1980 or later.

To the extent possible, the Bureau compared data for the present study with a Bureau study of agreements in effect in 1966-67– *Plant Movement, Transfer, and Relocation Allowances* (Bulletin 1425-10, July 1969).

In this study, the concept of a "plant" as a working 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. A plant shutdown was defined as a complete or partial cessation of production by an employer in a given facility. Plant relocation was 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.

Agreements were examined to ascertain how negotiators treated plant shutdown and relocation issues. Clauses were examined for the rules applying to these decisions, i.e., prohibition on shutting down or relocating, freedom to shut down or relocate subject to limitations, and freedon to shut down or relocate with no specific limitations. Key procedural matters, such as notice to the union and union participation in the decision to close or move a plant or in resolving problems emerging from decisions already taken, were reviewed. Substantive aspects of the provisions were also examined, i.e., measures to safeguard the union or to enforce plant shutdown/relocation provisions, job security provisions to ease the impact of displacement upon the work force, and contract language pertaining to the union's right to grieve or strike over these decisions.

Interplant transfer arrangements were broadly defined to include all agreement provisions which refer to workers' movements from one plant to another.[4] Preferential hiring arrangements were defined as those establishing a contractual right of employees in one plant to preferential consideration for filling job vacancies in another plant. Since such arrangements widen the scope of available job opportunities, they provide an element of job security to workers who might otherwise be faced with termination. In rare cases, either arrangement may apply to movements between plants of different companies but, in the main, such movements involve different plants of the same company.

Most interplant transfer provisions limit the scope of the transfer right or preferential hiring arrangement, as well as the reasons for the transfer. Agreements usually provide for eligibility requirements for transfer, such as minimum years of service, waiting periods before consideration for transfer, and qualifying factors. They often stipulate the duration for which the right exists and if an extension is permitted. Other issues addressed by these clauses include the seniority status of an individual transferring into a new plant, any arrangements to return to the individual's home plant (and subsequent seniority rights), and conditions terminating the right to transfer.

A provision commonly associated with transfers between plants establishes relocation allowances. A relocation allowance is defined as a payment to or for employees to defray all or part of their expenses in moving to a new location as a result of an interplant transfer. A relocation allowance eases mobility in the sense that it acts as an inducement to workers to move by taking the cost of the move, fully or partially, out of the workers' consideration in deciding whether or not to transfer. The provisions may stipulate the kind of payment that is made, the conditions and limitations on applicability, the computation of the allowance, the kind of expenses covered, and the dollar limits placed upon the allowances.

Related studies

The 1969 study *Plant Movement, Transfer, and Relocation Allowances* (Bulletin 1425-10, 1969), based on agreements in effect in 1966-67, dealt with the same subject matter as the present study. Earlier BLS studies relevant to job security include: *Severance Pay and Layoff Benefit Plans* (Bulletin 1425-2, 1965); *Supplemental Unemployment Benefit Plans and Wage-Employment Guarantees* (Bulletin 1425-3, 1965); *Management Rights and Union-Management Cooperation* (Bulletin 1425-5, 1966); *Training and Retraining Provisions* (Bulletin 1425-7, 1969); *Subcontracting* (Bulletin 1425-8, 1969); *Seniority in Promotion and Transfer Provisions* (Bulletin 1425-11, 1970); *Layoff, Recall, and Worksharing Procedures* (Bulletin 1425-13, 1972); and *Administration of Seniority* (Bulletin 1425-14, 1972). Selected job security provisions in the private sector are tabulated by industry in *Characteristics of Major Collective Bargaining Agreements, January 1, 1980* (Bulletin 2095, 1981) and earlier bulletins in this series.

Comparison of 1966-67 and 1980-81 studies

An effort was made to compare the plant-movement data in this study with data obtained from the study of agreements in effect during 1966-67. Although the stud-

[4] The scope of this section is not restricted solely to transfers due to plant closings or relocations, but includes workers' movement regardless of cause.

ies covered essentially the same type of agreement provisions, the comparisons presented should be viewed with caution because: (1) the 1966-67 study was based on all agreements on file covering 1,000 workers or more, while the plant movement section of the 1980-81 study was based on a one-third sample; and (2) The agreement populations and industry distributions also were significantly different. The overall proportion of agreements limiting plant movement increased significantly, from 22 percent to 36 percent, while worker coverage rose from 38 to 49 percent. Industries and unions strongly associated with limitations on plant movement in 1966-67 remained so, with the exception of the Clothing and Textile Workers.

The proportion of agreements granting management the right to move plants, unrestricted by other agreement provisions, decreased slightly, from 8 to 7 percent. This decrease is consistent with the increase in restrictions cited above and reflects union efforts to negotiate protection against plant shutdowns and relocations.

Advance notice and union participation provisions rose from 30 to 34 percent, and worker coverage increased from 33 to 40 percent. The changes may reflect union efforts to gain greater protection during shutdowns, notwithstanding the decline in employment in auto, steel, and other industries recently affected by a sluggish economy and foreign competition. Although provisions for advance notice of shutdown remained static at 12 percent, there was a tendency to negotiate more long-term or indefinite notice periods. Unions long have advocated periods long enough to permit employees to prepare adequately for their transfer or separation.

Agreements permitting extension of union representation to new or relocated plants declined from 49 percent to 25 percent. This difference could reflect stronger management efforts to curb the spread of unionization, and a realization that the union may lose if it has to petition for an NLRB election.

With regard to seniority status of employees transferring from closed plants, there was a greater tendency to require transferees to enter the receiving plant as new employees with little or no seniority status. Some of this change could reflect the desires of workers at plants remaining open, who may resent having newcomers enter their units with full seniority rights.

Interplant transfers. The overall prevalence of interplant transfer provisions increased slightly over the 13-year period, from 32 percent to 35 percent. Worker coverage also increased slightly, from 47 percent to 49 percent. Within major industry sectors, manufacturing agreements were somewhat more likely to contain such provisions than those in the nonmanufacturing sector. Industries with a high prevalence in 1966-67 also had a high prevalence in 1980-81. Included were transportation equipment, food, nonelectrical machinery, and primary metals in manufacturing; and transportation, communications, utilities, and retail trade in nonmanufacturing.

Unions strongly associated with interplant transfers in 1966-67 also were prominent in 1980-81: Electrical Workers (IBEW), Steelworkers, Teamsters, Auto Workers, Communications Workers, Machinists, Meat Cutters, and Retail Clerks. These eight unions accounted for 61 percent of interplant transfer provisions in the earlier study, compared to 68 percent in the new study.

In both studies, eligibility requirements were relied upon to assure that interplant transfer provisions were equitably applied. Seniority was the factor most consistently used for this purpose. Almost three-fifths of agreements having interplant transfer provisions in both studies provided a role for seniority. Primary modifying factors were minimum service, ability to perform the job, physical fitness, and order of transfer.

The scope of interplant transfers remained almost constant between the two studies, with 24 percent of agreements limiting transfer rights to specific plants or areas. Nevertheless, there was a marked change in the proportion of agreements providing for transfers to all plants within a particular company (59 percent in 1966-67 and 69 percent in 1980-81) and between and within companies (15 percent and 4 percent, respectively).

Although the conditions which initiated interplant transfers did not change, their proportion did. Transfers initiated by the employee were much more common in 1980-81 than in 1966-67, while transfers applicable to the staffing of new plants or transfer of operations were much less prevalent in 1980-81 than in 1966-67. The proportion of agreements allowing transfers because of displacement or layoff also rose significantly.

The types of transfer arrangements varied considerably. Bumping and bidding on job vacancies were found more commonly in the 1980-81 study than in the 1966-67 study. Agreements in 1966-67 relied more on preferential hiring arrangements, transfers of groups of employees, and filling vacancies without bidding. Despite this change in prevalence, the industries strongly associated with specific types of transfer arrangements in 1966-67 remained so in 1980-81.

There was a substantial drop (from 77 percent to 49 percent) between 1966-67 and 1980-81 in the proportion of interplant transfer clauses providing information about transferred employees' seniority in the new plant. Of contracts that did mention seniority, provisions allowing for full seniority decreased slightly between the two studies, while the proportions of provisions calling for modified seniority, for new employee status, and for the exercise of seniority for some purposes, but not for others, increased significantly.

The seniority rights of transferred employees returning to their home plants (flowback) also displayed a

marked change. Agreements in which transferred employees either lost all seniority, maintained their seniority for a given period, or indefinitely retained their seniority were much less common in 1980-81, than in 1966-67. However, agreements in which transferred employees continued to accrue seniority indefinitely or for a given time were more prevalent in 1980-81 than in 1966-67. The duration of the flowback right was most commonly set at 24 months in both studies.

Relocation allowances. In comparison with the 1966-67 study, the overall proportion of agreements having interplant transfer clauses which required a company to pay all or part of the costs of relocation allowances increased from 34 percent to 41 percent, while worker coverage increased from 60 percent to 65 percent. In manufacturing industries, the proportion of agreements with relocation allowances increased from 29 percent to 36 percent, with worker coverage increasing from 65 percent to 71 percent. In nonmanufacturing, the proportion increased from 42 percent to 46 percent, while worker coverage rose from 54 percent to 58 percent. Industries strongly associated with relocation allowances in the 1966-67 study remained so in the 1980-81 survey: Primary metals, transportation equipment, nonelectrical machinery, and fabricated metals in the manufacturing sector; and transportation (primarily trucking), utilities, and communications in the nonmanufacturing sector.

As in the 1966-67 study, approximately three-fourths of the agreements having relocation allowances in 1980-81 were negotiated by six unions: Steelworkers, Electrical Workers (IBEW), Communications Workers, Auto Workers, Teamsters, and Machinists.

Excluding contracts covering combinations of occupations, the proportion of agreements providing relocation allowances for blue-collar groups increased from 34 percent in the 1966-67 study to 38 percent in the 1980-81 study. In the new study, 40 percent of agreements covering white-collar employees called for moving benefits, compared to 29 percent in the earlier study.

Although the scope of interplant transfers did not markedly change between the two studies, the protection afforded affected workers changed significantly. In 1980-81, almost one-half of all agreements providing for interplant transfer to some, but not all, of a company's plants required payment of relocation allowances, compared to three-tenths of such agreements in 1966-67. For agreements providing transfer rights to all plants, relocation allowances were provided in almost four-tenths of the agreements in 1980-81, compared to slightly more than one-third in 1966-67.

The type of relocation allowance granted to affected employees also changed considerably. In 1966-67, 45 percent of agreements provided lump-sum benefits, compared to 35 percent in 1980-81. Specific or general expense allowances were cited in 50 percent of agreements in the earlier study and 65 percent in the new study. However, in both studies virtually all lump-sum payments were found in the manufacturing sector and in agreements negotiated by the Auto Workers and the Steelworkers. Similarly, in both studies, nearly all the clauses providing for general or specific expenses were found in the nonmanufacturing sector (transportation, communications, and utilities) and in agreements negotiated by the Electrical Workers (IBEW), Teamsters, Communications Workers, and independent telephone company unions.

In 1966-67, maximum lump-sum payments ranged from $200 to $1,000, with $580 and $940 the most commonly provided allowances. Allowances in the 1980-81 study ranged from $300 to $1,760, with $1,450 the most common.

Overall, eligibility requirements for relocation allowances were fairly common in both studies. In 1966-67, almost two-thirds of all agreements required that transferred employees move a minimum distance to be eligible, compared to nearly one-half of all agreements in 1980-81. (In both studies, the minimum was most commonly set at 50 miles.) Although minimum service requirements were rarely cited in 1966-67 contracts, one-fourth of all agreements in 1980-81 specifically used length of service as a factor in establishing an employee's right to a relocation allowance.

Chapter 2. Plant Closing and Relocation

One evidence of the dynamism of the national economy is the frequency with which companies establish new business operations or plants and close or relocate older ones.[5] Over a relatively short time, whole industries may spring up, decline and disappear, or move to new areas. For example, since World War II, much of the textile industry has moved from New England to the South. Meatpackers have decentralized and abandoned plants in large cities for smaller, modern units located in livestock areas. Downtown department stores have closed or expanded to suburban shopping malls. Truck terminals and railroad centers have closed or relocated in response to mergers and shifts in population and industry. Some industries, such as those producing radio and television sets, have virtually disappeared before foreign competition, while others, such as those producing high-technology space and communications components, computers, and semiconductors, have grown rapidly.

A plant may be opened, closed, or relocated for many reasons–demand for a product or service; profitability; financial condition; labor costs; availability of energy, transportation, and materials; obsolescence; and tax considerations. A desire to avoid union organization sometimes may be a tacit factor.

The changing nature of corporate structure may accelerate plant closings and movements. Small companies, which tend to identify with, and be identified with a particular product or community, often are absorbed into conglomerates and multinational corporations that readily close plants, move them to other areas, or even to other countries. Underlying all other causes, and cutting across geographical and industry lines, are technological changes that occur with increasing frequency. Final decisions on plant location may be based on changes in consumer demand or profitability, but the root cause is likely to be the advancing edge of technology.

[5] A plant is defined as the complex of buildings, machinery, equipment, inventory, personnel and records that make up a company's operations at a specific geographical location. This definition fits operations differing greatly in size and nature, ranging from steel and automobile manufacturing plants to mines, TV stations and retail stores. In some industries, the "plant location" may encompass a broad area; many employees in trucking, utilities, and communications are headquartered at a central terminal or exchange, but work throughout the area.

The decision to shut down or relocate a plant, however unavoidable, has a serious impact on employees, particularly those who have worked long enough to build up seniority and job and benefit rights. Many displaced workers no doubt find other, sometimes even better jobs within a short period. For others, however, a plant closure results in personal hardship or tragedy.

Closure of a large plant also has an adverse effect on a community, especially if the community is a small one- or two-industry town. The impact of single shutdowns on a large city may be relatively slight, except for nearby satellite businesses. The cumulative effect of several shutdowns, however, can create deepening difficulties. The tax base is lowered, while unemployment and transfer payments increase. Public officials are faced with a dilemma–levy increased taxes on remaining businesses or cut back services. Either option may discourage new businesses from locating in the area. As this vicious cycle continues, other businesses may leave or fail; and the more capable workers may move to areas with lower taxes and better opportunities. Schools may close, public transit may be cut back, property values may decline, the community may fall into decay, and its government into bankruptcy.

The Federal and State Governments have traditionally followed a laissez-faire policy regarding plant location. With few exceptions, companies have not been legally required to justify plant shutdown or relocation decisions, or to compensate affected workers and communities. Consequently, the burden of relief has often fallen heavily upon the public.

Labor unions, rather than government agencies, have been the most active in restricting managements' decisions, and in securing benefits for displaced workers. Through collective bargaining, unions have often secured provisions requiring companies to give advance notice of plant closings and to provide severance pay to terminated workers. Unions also have arrangements with many multiplant companies permitting displaced workers to transfer to other plants. Occasionally, unions have won provisions allowing union participation in the decision to close or relocate, or limiting the conditions or distances within which plant movement is allowed. Rarely, union participation may lead to an agreement to continue operations, usually with union concessions on wages and benefits. Even more rarely, joint

discussion may lead to a "buy out" under which the employees own and operate the plant.

Once a plant is closed down or relocated to a distant area, the actual extent to which negotiated provisions will cushion the impact is necessarily limited. Separation pay will help for a while, and some employees may be eligible for regular or early retirement. If interplant transfers are allowed, they will benefit some, but usually not all employees. New replacement plants may be smaller and more automated, requiring a smaller work force. Existing plants may have relatively few openings. If a shutdown occurs in a depressed industry, workers at other plants may already be on layoff.

Recognizing that the problem of closed or "runaway" plants often is beyond remedy by collective bargaining, unions have backed various bills intended to alleviate the situation. Federal legislation provides financial assistance and retraining to workers displaced because of foreign imports in specified industries. Other legislation, requiring advance notice of plant closing, severance pay, extension of medical care insurance, etc., was pending in Congress at the end of 1980. Similar legislation has been introduced in several States, but to date, only Wisconsin and Maine have enacted such laws.

Prevalence

Of the 522 sample collective bargaining agreements examined, 226 addressed plant location or shutdown issues. Included were 189 that placed restrictions of some type on management's right to close or relocate plants, and 37 that mentioned plant location with no restrictions. Although the majority of the sample agreements (52 percent) were in nonmanufacturing, over two-thirds of those having limitations, and about three-fourths of those with no restrictions, were in manufacturing (table 1). In the sample, limitations appeared in over one-half the agreements of the Steelworkers, Teamsters, Auto Workers, and the Meat Cutters, and the Retail Clerks (the latter two now merged as the Food and Commercial Workers) (text table 1).

Management rights

Most collective bargaining agreements contain provisions reserving certain specific or residual rights to management. These provisions, which often reserve the right to determine the number and location of plants, may be limited or modified elsewhere in the agreement. In 31 of the sample agreements, however, the only reference to plant movement was in the management rights section:

(1) The sole and exclusive rights of the company which are not abridged by this agreement shall include but are not limited to its right to determine and from time to time redetermine the number, location and types of its operations... to discontinue work, processes or operations in whole or in part... to transfer, sell or otherwise dispose of its business in whole or in part....

(2) The type of product manufactured, the location of plants ... and the introduction of new production methods and new or improved machinery shall be the exclusive function of management.

Text table 1. Plant movement limitations for selected unions, 1980–81

(Workers in thousands)

Union	Total agreements studied		Movement permitted, subject to limitations	
	Agreements	Workers	Agreements	Workers
All unions	522	2,359.3	189	1,162.2
Selected unions	169	839.6	98	684.8
Steelworkers	38	206.8	26	188.3
Teamsters (Ind.)	34	138.8	20	109.3
Auto Workers (Ind.)	30	243.8	17	218.2
Meat Cutters[1]	23	48.2	13	32.7
Machinists	23	72.8	7	27.3
Retail Clerks[1]	21	129.0	15	108.8
Other unions	353	1,519.7	91	477.4

[1] The Retail Clerks and Meat Cutters combined in 1979, forming the Food and Commercial Workers.

These provisions placed no obvious restrictions on management's right to open, relocate, or close plants. Two additional agreements –one in a management rights section–barred the union from negotiating or taking to arbitration a plant location decision:

(3) The company has, retains, and shall possess and exercise all management rights and functions, powers, privileges, and authority excepting only such as are specifically relinquished or restricted herein. As illustrative of the rights of management so possessed and retained, such illustration is nowise to be construed as a limitation thereof, the company at each of the five plants covered by this agreement shall have the exclusive right to manage the business and operate its plants... to shift production, items of production, and types of work or maintenance in and out of any plant... to move, close, sell, or liquidate any plant, in whole or in part, and to separate employees in connection with said moving, closing, selling, or liquidating, in whole or in part; and, generally to control and direct the company in all of its operations and affairs.

Regardless of any other term or provision of this agreement, the exercise by the company of its management rights shall not be subject to arbitration... except that all disputes or grievances arising out of or under any other article of this agreement shall be subject to review by grievance procedure and arbitration... provided, however, that if any plant is moved, closed, sold, or liquidated, only grievances arising prior thereto, and not as a result thereof, shall be arbitrable.

(4) The employer may move, sell or curtail (temporarily or permanently) its operation, in whole or in part, and such action shall not be subject to negotiation or arbitration hereunder.

The remaining four agreements that placed no restrictions on management mentioned plant location, but provided no details.

Restrictions on plant movement

Of the 189 agreements that placed specific restrictions on management's right to determine plant location, a few allowed the union to enter into the decision-making process. More commonly agreements required advance notice of a plant closing or relocation, or imposed some obligation designed to protect the union or employees from the impact of the decision, such as severance pay, interplant transfer rights, or extension of the agreement to new plants.[6]

Severance pay. One of the most frequently encountered restrictions was the requirement of severance pay for employees losing their jobs as a result of a full or partial plant closing.[7] The clauses usually established minimum service requirements and maximum allowable payments. An employee who was offered work at another location, or who was eligible for a pension, usually was ineligible for severance pay:

(5) In the event that the operation of any of the employer's sugar factories in this agreement is discontinued by the employer, a regular employee at said factory or plant, to whom the employer or its successor does not offer employment either at the same or other location at a reasonably similar rate of pay, shall be granted severance pay.... An employee who is offered a transfer to another factory will have the option of accepting the transfer or accepting severance pay....

(6) Employees displaced and terminated due to the closing of a plant or depot and the discontinuance of its operations, or due to the introduction of laborsaving equipment shall be entitled to severance pay subject to the following requirements and qualifications:

Only employees with 3 years of continuous service with a particular employer shall be eligible for severance pay... upon becoming eligible as aforesaid, an employee so displaced shall be entitled to 1/2 week's pay at the employee's straight time or base rate for each full year of continuous service...the maximum benefit payable here under shall be 23 and one-half weeks or 11 and one-half full weeks pay based upon 23 full years of continuous service with a particular employer covered by this agreement.

Severance pay as hereinabove provided will not be paid to:

1. An employee who is offered other reasonable employment with his company.
2. An employee who voluntarily resigns.
3. An employee who, at the time of the termination of his employment is eligible for full pension benefits under the Western Conference of Teamsters Pension Trust Fund.

If an employee at a depot is terminated because of the closing of another depot of the employer and the exercise of the seniority rights of the employees at the closed depot, the employee terminated shall be entitled to severance pay.

The union sometimes agreed to a provision under which the payment of severance pay relieved the employer of any further obligations under the agreement:

(7) Severance payments will be made only in the event the employee's services are terminated because of a permanent factory closing and for no other reasons.

... It is agreed and understood that said severance payment shall not be paid, in any case, or under any circumstances, unless and until the employee shall execute in writing an unconditional release of the company from any nature whatsoever, other than those specifically spelled out in this agreement, or those required by the state statutes in effect upon the date of termination whether or not known or discoverable at that time.

(8) In the event it becomes necessary to close a plant permanently, and since the union recognizes the company's right to make such a decision, and both the company and the union acknowledge that a permanent plant closing will cause employees affected thereby to lose valuable contract rights, including loss of accrued seniority, possible loss of enlarged vacations and other benefits, and some employees may sustain loss in sale of their homes and have additional costs in relocating, in order to offset the effect of such a decision on the employees of the plant permanently closed and to partially compensate and reimburse them for such losses, severance pay will be granted according to the following schedule:

$30.00 per year of continuous credited service, with a minimum of 15 and a maximum of 30 years ($450.00 to $900.00)....

Because of the foregoing, there shall be no further obligation on the part of the company to negotiate with the union concerning the decision to close a plant and concerning the effect of such decision upon the affected employees.

Advance notice and participation. Advance notice of an impending plant closing has obvious advantages to the union and employees affected. The union may discuss with the company ways of cushioning the impact or, occasionally, may be able to negotiate terms under

[6] These provisions specifically apply to plant closings, openings, or relocations. Many other provisions in collective bargaining agreements do not specify these situations, but nonetheless sometimes apply. These include various types of job or income protection for laid-off or terminated employees, restrictions on management's right to reduce the work force, attrition provisions, jurisdiction provisions, and others.

[7] A large number of other severance pay provisions do not limit eligibility to plant closings. For a fuller discussion, see *Major Collective Bargaining Agreements: Severance pay and Layoff Benefit Plans* (BLS Bulletin 1425-2, 1966).

Text table 2. Notice and union participation provisions relating to decisions to close or relocate plants, 1980–81

(Workers in thousands)

Industry	Total		Notice only		Consultation, discussion, or bargaining		Union approval or joint agreement	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries	40	229.4	28	133.0	2	2.4	10	93.9
Manufacturing	24	119.9	18	110.5	2	2.4	4	7.0
Nonmanufacturing[1]	16	109.4	10	22.5	-	-	6	86.9

[1] Excludes railroad and airline industries.

NOTE: Dashes denote zeroes.

which the company will continue operations. The employees may plan their best course of action– other local employment, transfer or movement to another area, retirement, etc.–while still employed.

The advantages to the company of advance notice are not so obvious. Goodwill might be one. Union concessions in return, mentioned above, might be another. However, advance notice sometimes poses almost insurmountable problems for management charged with an orderly shutdown of operations. The company may be plagued with strikes, slowdowns, picketing, or lawsuits. Worker morale, and attendant quality of goods or services, may decline. Temporary replacements to compensate for absenteeism and premature resignations may be nearly impossible to find.

Although there are no Federal and few State laws that specifically require notice, many companies follow a policy of announcing shutdowns well in advance. In other situations, the information "leaks out," as, for example, while preparatory steps are being taken to protect company property. Also advance notice and union participation clauses are commonly negotiated under collective bargaining. Even in the absence of such clauses, the union is likely to be notified, since closing a plant without giving the union an opportunity to bargain over the matter is an unfair labor practice.[8]

Of the 522 sample agreements, 76 either required advance notice of a plant shutdown or relocation, or allowed union participation in the shutdown decision or procedures. The clauses were largely in manufacturing agreements (table 2).

Advance notice, with no further designated role for the union, was cited in 28 agreements (text table 2). Most clauses provided for notice to the union, and a few, both to the union and the affected employees:

(9) The dealer shall notify the union 30 days prior to his discontinuance of business whenever possible....

It is understood that the dealer may continue to subcontract (let out) work which he has customarily subcontracted and any work which he determines to subcontract in the future during the term of this agreement. It is understood that such subcontracting will not be done if this would cause the dealer's employees who are capable of doing the work to suffer loss of normal earnings. This does not mean that the dealer may not close a department of his service activity and lay off men who worked in that department according to the seniority provisions of this agreement if he determines that continuing to operate that department is not economically feasible. Where the dealer decides to close a department, he will give at least 30 days' notice to the men who normally work in that department.

(10) The company agrees to notify the union in advance of any termination of business activity at any of the locations recognized in this agreement and shall give reasonable notice prior to the opening or termination of any such supermarkets.

The remaining 12 agreements went beyond advance notice and allowed the union to participate in the plant shutdown decisions. In 10 of the provisions, the company could not close or relocate a plant without consent of the union or of a joint union-management committee:

(11) Present terminals, breaking points or domiciles shall not be transferred or changed without the approval of an appropriate Change of Operations Committee. Such Committee shall be appointed in each of the conference areas, equally composed of employer and union representatives....

(12) Any station may be converted during the life of the labor agreement by mutual agreement between the company and the local union President or business agent.

Two additional contracts required management to consult, discuss, or negotiate with the union regarding the decision to close down or move. These did not, however, require the parties to reach agreement:

(13) This will confirm the company's commitments with respect to closure of the plant. In the event of a full plant closure during the life of this agreement:

1. The company will notify the local and international union at least 6 months prior to the cessation of production operations.

[8] See, for example, 161 NLRB 561 (1966), 242 NLRB 72 (1978), and 246 NLRB 84 (1979).

Text table 3. Notice and union participation provisions dealing with impact of plant closings or relocations, 1980–81

(Workers in thousands)

Industry	Total		Consultation, discussion, or bargaining		Periodic review	
	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries	36	237.9	22	73.6	14	164.2
Manufacturing	33	220.1	19	55.8	14	164.2
Nonmanufacturing[1]	3	17.8	3	17.8	-	-

[1] Excludes railroad and airline industries.

NOTE: Dashes denote zeroes.

2. Following such notification, the local and international union will have the right to discuss and explore with the company any possible means of averting the closure.

3. If attempts to avert the plant closure are not successful, company and union representatives will meet to negotiate the manner in which the closure is carried out.

Discussion or negotiation over the impact of the shutdown on employees, rather than the decision itself, while less common, was cited in 36 agreements (text table 3). Specific matters for discussion sometimes were mentioned, including availability of jobs at other plants, seniority and earnings of transferees, or, alternatively, arrangements for separation pay. Many agreements, of course, did not require such provisions, simply because separation pay and other terms applicable in plant closings already were a part of the agreement:

(14) The company shall notify the union in advance of the closing, partial closing, or sale of a division or department (section) and shall arrange to discuss with the union the effect of such action on employees covered by this agreement. The company shall make available to the union all information necessary for a constructive and intelligent discussion of such matters.

(15) In the event that circumstances require the company to close a plant with the resulting cessation of cigarette manufacturing operations, the company agrees to give the union 18 months' notice of any plant closing.

The company shall enter into formal negotiations with the union immediately after such notification on all terms and conditions of the plant closing as they affect the employees covered in this agreement....

(16) The company shall notify the international union ninety days in advance or as soon thereafter as possible of any plant closing or the elimination of a department.

Upon request of the international union, a representative of the company shall meet with a representative of the international union and the local union involved to advise them of the jobs and employees to be eliminated. The company will advise the international union and the local union at such meeting of job vacancies which may then exist at any of the company's other plants under the jurisdiction of this contract.

(17) In the event the employer closes the majority of its stores in the bargaining unit, the employer agrees to meet with the union for the purpose of negotiating the severance of the employees thus affected.

The impact of a shutdown is ordinarily most severe on employees with the longest service. One agreement accordingly limited the discussion of placement to such workers:

(18) When, in the judgement of the company, it decides to discontinue permanently, a department, or substantial portion thereof, the company and union shall meet to discuss the shutdown and placement of employees with 15 years or more of continuous service.

Under 14 of the provisions dealing with the effect of plant closing or movement upon employees, the negotiated procedures were subject to a joint periodic review. Most of the clauses were found in Steelworker agreements:

(19) The operation of the interplant job opportunities provisions 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 these provisions 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 these provisions.

Clauses providing advance notice only and those providing for union participation often established a specific notification period. The range was broad, from less than 1 month to more than 1 year (text table 4). Retail Clerks and Teamster agreements tended to provide relatively short periods (text table 5). Periods more than 90 days were relatively rare. The notice requirement sometimes was waived if conditions developed beyond managements' control, such as a natural disaster:

(20) The employer shall notify the union in writing at least 30 days prior to the closing or moving of his plant and the consequent termination of employees. Should the above plant movement or closing be the result of

causes beyond the control of the employer, the 30 days notice shall not apply.

(21) The company shall give notice in writing to the union of the closing of the plant or department at least 6 months prior to such closing.

(22) [Management has] the right to [determine] the location of the business and mining operations; including the establishment of new business and mining units; and the relocation or closing of the present business units and mining operations, in whole or in part; provided written notice is first given to the union and the opportunity for discussion provided within a reasonable time or in any event within 10 days. Such notice to close or relocate will be given 90 days in advance unless a shorter notice period is necessitated by circumstances beyond the control of the company.

Text table 4. Duration of notification period relating to plant closing or relocation, 1980–81

Duration	Agreements	Workers (thousands)
All agreements	522	2,359.3
Less than 1 month	11	82.7
1 month but less than 3 months	8	46.7
3 months but less than 6 months	10	28.1
6 months to 1 year	4	11.1
More than 1 year	1	2.1
Varies	1	70.0
Length not specified	29	102.6

It was common for a clause to require notice without specifying a time frame. Steelworkers provisions were of this type. This would appear to allow management more flexibility:

(23) In the event that circumstances require the company to close a plant with the resulting cessation of operations, the company agrees to advise the union at the earliest possible time that the company determines that a decision has been made subject to the company's knowledge that the plant in question will be definitely closed. The company shall enter into formal negotiations with the union, immediately after such notification, on all terms and conditions of the plant closing as they affect the employees covered in this agreement.

(24) The company shall...have the right to expand or curtail its operations, to contract out any work, or to close or discontinue its operations or any part thereof... The company will give the union advance notice of the opening, closing, or removal of any terminal or shop....

(25) In the event the company should decide to close permanently the Longview Mill and to discontinue permanently all of the bargaining unit jobs covered by this agreement, the company shall promptly notify the union of its decision....

To avoid disruptions mentioned previously, it may be to a company's advantage to delay giving advance notice, or to give none at all, and instead pay the affected employees for time equivalent to the notice period. The advantage would probably be greatest in capital-intensive industries with a high proportion of key employees. Only four such clauses appeared in the agreements sampled:

(26) The employer agrees to give a week's notice or a week's pay in lieu of a week's notice to full-time employees with 6 months' service and 3 days' notice or 3 days' pay to part-time employees with 12 months' service who are laid off due to lack of work...

(27) The company shall give notice of the closing of the plant or division of the plant or a major department of a plant at least 6 months prior to such closing. In the event such notice is not given, then for each day within such 6 months period which, except for the closing, would have been a working day and which is not within a weekly guarantee period, the company will pay 8 hours at the employee's regular rate of pay to each employee who is involuntarily permanently separated from the company as the result of such closing.

One clause provided additional severance pay as an alternative to advance notice:

Text table 5. Duration of notification period in plant location and shutdown provisions for selected unions, 1980–81

Union	All agreements	Less than 1 month	1 month but less than 3 months	3 months but less than 6 months	6 months to 1 year	More than 1 year	Varies	Length not specified
All unions	1593	11	8	10	4	1	1	29
Selected unions	515	8	4	2	2	–	–	16
Steelworkers	125	–	–	–	–	–	–	8
Teamsters (Ind.)	108	3	2	–	–	–	–	2
Auto Workers (Ind.)	91	–	1	1	–	–	–	4
Meat Cutters[1]	62	–	–	–	2	–	–	1
Machinists	69	–	1	1	–	–	–	1
Retail Clerks[1]	60	5	–	–	–	–	–	–
Other unions	1078	3	4	8	2	1	1	13

[1] The Retail Clerks and Meat Cutters combined in 1979, forming the Food and Commercial Workers.

NOTE: Dashes denote zeroes.

(28) The employer agrees to give the employees and the union 30 days notice in advance of a store closing or sale, or additional severance pay in lieu thereof.

Rather than allowing pay as an alternative to notice, management may agree to advance notice but provide an incentive for employees to continue at work until they are terminated. As one incentive, the company may pay severance allowances only to such employees:

(29) In the event the company decides to close the plant, it shall give notice of its decision to the union and to employees regularly at work. Thereafter, the company shall proceed with its plant closing and pay termination benefits under the following procedure and conditions to employees regularly at work at the time such decision is announced.

Each employee shall be given his notice of termination at least one calendar week prior to his date for separation from employment.

An employee whose employment is terminated because of such plant closing and who remains regularly at work until the date specified by the company for his separation, shall be entitled to termination pay....

Plant location and union security. When a company opens a new plant or moves its operations to a different location, the union holding the agreement covering employees at the old location often desires to extend the agreement, or at least union jurisdiction, to the new plant. This may be impossible if the new plant is already under the jurisdiction of a different union, or impractical (at least for a local union) if the plant is relocated at a great distance. It also may be difficult if the company insists on a nonunion operation at the new location, pending an NLRB representation election.

Unions, however, often are able to negotiate provisions that automatically extend jurisdiction or the same or a modified agreement to the new location. Of the 189 contracts that placed some restrictions on the employer's plant location rights, 57 included provisions of this type (text table 6). More than half the clauses (32) allowed extension of the agreement. By far the largest number, 25, applied to new plants. Geographic limitations were common:

(30) The term "plants" as used herein shall mean the present plants of the company located in Columbus, Indiana. In the event that the company established a new or additional plant during the term of this agreement at any location within Bartholomew County, such plant shall be included within the provisions of this agreement and all rights of the union, employees, and the company provided in this agreement shall be applicable to such new or additional plant except to the extent the company and the union may otherwise agree.

(31) This agreement shall apply to any facility the company may acquire and operate on Long Island during the term of this agreement, provided the employees in such facility are not represented by any collective bargaining representative.

Text table 6. Union safeguards, 1980-81

Safeguard	Agreements	Workers (thousands)
Total having safeguards	57	406.5
Agreement extends to relocated plant	7	11.1
Jurisdiction extends to relocated plant	7	72.7
Agreement extends to new plant	25	252.0
Jurisdiction extends to new plant	9	23.5
Neutrality pledge	1	25.4
Varies	1	1.4
Other[1]	7	20.3

[1] Includes 6 agreements that permitted extension of the agreement to both new and relocated plants.

Seven contracts permitted the agreement to apply to a relocated plant. Under one of these, the clause applied only if transferred workers formed a majority. Ultimately, then, the viability of the clause depended on the number of workers willing to transfer:

(32) This agreement shall be binding upon the parties herein, and their successors and assigns, and no provision herein contained shall be nullified, or affected in any manner as a result of any consolidation, sale, transfer or assignment of the parties herein, or by any change to any other form of business organizations, or by any change, geographical or otherwise, in the location of the parties herein. The parties agree they will not conclude any of the above transactions unless an agreement has been entered into as a result of which this agreement shall continue to be binding on the person or persons or any business organization continuing the business....

(33) The following provisions concerning a possible move of the company's entire operation shall apply provided the move is to a location or plant which is not already operating under a union agreement at the time of the move.

In the event the company shall at any time move its plant from the premises now occupied by it in Milton, Pa. to any other place, the company shall first offer its present employees employment in their classification, in the new location to the full extent of the company's needs in that location before hiring any new employees. If, however, the company finds it necessary to hire new employees in the new plant before or during the move, such new employees will be replaced by the present employees at the time their jobs cease in the Milton plant provided the Milton employees accept the transfer. Pending completion of the move, it is agreed that as permanent jobs open up at the new plant, they will be posted in Milton for bid on the bulletin board for at least 3 days excluding Saturdays, Sundays and holiday.

Present employees shall include those on the active payroll at the time the move is started and those on layoff still on the seniority list. Employment shall be offered by seniority to such employees until all jobs

within the bargaining unit are filled or until the seniority list is exhausted.

This contract shall continue in full force and effect in the new location provided the transferred employees constitute a majority of the total employees in the bargaining unit in the new location at the time the move is completed.

Six additional contracts permitted extension of the union agreement to both new and relocated plants. Several contained geographic limits:

(34) This agreement shall apply to employer's operations as performed on the effective date of this agreement and this contract and union representation thereunder shall also extend to any extension, expansion, or relocation of such present operations now represented by this local union in the geographical area of jurisdiction that is covered under the charter of this local union.

(35) This agreement shall cover all future plants which the company may operate during the term of this agreement, or any extension thereof, including all plants operated as the result of expansion or change. This agreement shall apply to the company's plant should there be any shift of geographical location in this area.

(36) This agreement shall cover all future jewelry manufacturing plants which the employers may operate during the term of this agreement or any extension thereof, including all plants operated as the result of expansion or change. This agreement shall apply to the employers' plants should there be any shift in their geographical location within the Metropolitan New York-New Jersey-Connecticut area.

Sixteen of the remaining 18 agreements allowed jurisdiction, but not the agreement, to be extended. These were about equally divided between new and relocated plants:

(37) Allied Employers, Inc., hereby recognizes Retail Clerks Union Local #1105, as the sole and exclusive collective bargaining agency for a unit consisting of all employees [with specific exceptions] employed in the employer's present and future grocery stores, including concessions under the direct control of the employer party to this agreement, located in King and Snohomish Counties, State of Washington, with respect to rates of pay, hours, and other conditions of employment....

(38) The company recognizes the union as the sole and exclusive collective bargaining agent for retail store employees, except store managers and assistant store managers, in those presently existing stores or any replacements thereof, in which the union is recognized as bargaining agent for employees in the State of New York, and in...Englewood, Ridgefield Park, Teaneck, Fort Lee, Leonia, and Palisades Junction, in the County of Bergen, State of New Jersey....

In the event that the company shall open future stores within the geographical area mentioned....the employees classified as meat department managers, butchers and meat wrappers shall be represented by the local union having jurisdiction thereof, as determined by the International Executive Board of the Amalgamated Meat Cutters and Butcher Workmen.

In the event that the employer shall open future stores in the 5 Boroughs of the City of New York, or in the Counties of Nassau and Suffolk, the union shall be recognized as the representative of the retail clerks and produce employees in all such stores, and the provisions of this agreement shall apply to such personnel.

(39) ...The company will recognize the union for all of the production, inspection, and maintenance employees at new plants and facilities within Riverside County performing aerospace or marine work that are extensions of Appendix "A" classifications....

One agreement devoted considerable space to naming plants to which recognition would not automatically extend. The company did, however, agree to cooperate with the union if it petitioned for representation:

(40) The company will recognize the union in any new battery plant, in a production and maintenance unit built during the life of this agreement, which is appropriate to the [bargaining] unit. Also in any battery or container storage warehouse which is an accretion to an existing plant or which replaces an in-plant battery or container storage facility where such battery or container storage warehouse is within 50 miles of the I.B.E.W. plant (this shall not be construed to include distribution centers), said employees shall automatically be included within the above defined unit and covered by this agreement.

This recognition agreement does not apply to any:

1. Plant, division, subsidiary or company acquired by Gould, Inc.

2. New battery plant built to replace an existing non-IBEW battery plant where the company has an established bargaining relationship with any other labor organization and such replacement is built within 100 miles radius of the plant it replaces.

3. New plant built which is an accretion to an existing non-IBEW bargaining unit.

4. New plant built by an acquired company, division or subsidiary which manufactures under its own brand, trade name or label, exclusive of any brand, trade name or label heretofore used by Gould, Inc. except Burgess Brands, including private brand labels currently produced.

At any such plant of the company not listed above in the event the I.B.E.W. files an N.L.R.B. petition for representation of the production and maintenance workers, the company agrees to simultaneously execute a consent election agreement with the I.B.E.W., A.F.L.-C.I.O. for the conduct of a secret ballot election among the employees. During such period of time the company will not discourage employees from becoming or remaining members of the I.B.E.W., A.F.L.-C.I.O.

Rarely, agreements do not provide for automatic extension of the union to a different plant but do include a company pledge to remain neutral during the union's efforts to organize the workers. Only one appeared in the agreements examined:

(41) It is acknowledged that contacts between the company and the union are based on a relationship of respect, understanding and cooperation. Such respect, understanding and cooperation at the corporate-international union level contemplates a continuation of contacts between the parties on items of mutual interest as they arise. Such items include, but are not limited to, any topics of union representation and transfer of employees relative to the relocation, purchase, and the building of facilities. In all facilities the company will, as it has in the past in regard to union relations, conduct itself in its relationships with hourly paid employees who perform traditional production and maintenance work in a non-antiunion manner which does not demean the union as an organization or its representatives as individuals.

Only one agreement in the sample specifically prohibited union recognition or extension of the agreement to a new or relocated plant:

(42) The company recognizes the union herein as the exclusive bargaining representative for wages, hours, and working conditions as set forth in this agreement for the production and maintenance employees at the company's plant located at 13000 South Memorial Parkway, Huntsville, Alabama... This agreement does not apply to any current or future employees of the company in other facilities at any present or future location.

Geographic limitations on plant movement. Relocating a plant to the other side of town obviously affects the union, employees and the community less than moving it hundreds of miles away. Reflecting this, a few contracts prohibited the company from relocating its operations outside a specified area.[9] The provisions were generally found in apparel or related industry contracts negotiated with the Clothing and Textile Workers; Ladies' Garment Workers; Hatters; and Leather Goods, Plastic, and Novelty Workers–unions that have many women members with strong community ties.

These provisions often stipulated that plants relocated in accordance with the limitations must remain under the agreement. Limitations varied. Some clauses restricted the moves to a specified distance from a central point:

(43) No member of the association shall move its shop to a place more than 50 miles distant from Times Square, New York City, and in no event to a place outside of the State of New York. notwithstanding the moving of a shop in accordance with the foregoing, this agreement shall remain applicable to and binding thereon.

More common, in the agreements examined were clauses that named no specific distance, but allowed moves only within the city or jurisdiction or within an area accessible to the work force. Some also placed limitations on plants that already were located outside a designated city:

(44) During the term of this agreement the employer agrees that he shall not, without the written consent of the union, remove or cause to be removed his present plant or plants from the city or cities in which such plant or plants are located.

(45) During the term of the agreement the company agrees that it shall not, without the consent of the union, remove or cause to be removed his present plant or plants from the city or cities in which such plant or plants are located. The union agrees that it will not unreasonably withhold its consent.

(46) No member of the association whose factory, cutting department or other operations are presently located in the City of New York shall move such factory, cutting department or other location outside the City of New York without the consent of the union.

No member of the association whose factory, cutting department or other operations are presently located outside of the City of New York shall move any such factory, cutting department or other operations from their present location or locations to any place which is not reasonably accessible to the workers then employed in the shop.

One agreement allowed a transfer outside the area if provisions were made for displaced employees. Approval of a move was to be granted by a joint board, subject to review:

(47) No jobber or manufacturer may discontinue production and transfer the work to any plant or subsidiary out of the jurisdiction of the Boston Joint Board unless provisions are made for the absorption of the employees or unless it has the written consent of the Boston Joint Board....

Other restrictions disallowed employer removal of operations to locations that would increase employees' transportation costs. These were common in agreements in the New York City area, where many garment workers must rely on public transit. Some clauses allowed for exceptions:

(48) The employer shall not, during the period of this agreement, move his shop or factory from its present location to any place beyond which the public carrier fare is more than the prevailing transit fare on the New York City Subway System. This agreement and the obligations thereunder shall be and remain binding upon the employer in the event he moves.

(49) Employers shall not remove their present places of employment to any place or location beyond which

[9]Only 3 agreements establishing geographical limitations appeared among the 522 sample agreements. Additional illustrations in this and some other sections have been selected from non-sample agreements to demonstrate variations in the clauses.

the fare to reach the same from the present location of employment would be in excess of the prevailing fare rate in the City of New York.

(50) 1. During the term of this agreement, no employer shall move its factory or cutting department or other operations 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 beyond which the public carrier fare is more than the regular single fare established by the Metropolitan Transit Authority.

2. Notwithstanding paragraph (1) above, an employer may move its factory, cutting department, or other operations from a location within the City of New York to a location outside of the City of New York if it first obtains the written permission of the union. The union may give such permission if, in its sole opinion, the new shop or factory meets the following criteria:

(a) It is just as accessible to the workers employed in the old shop as was the old location.

(b) If in an urban community, the public carrier fare between the new shop and the old shop is no more than the regular single fare established by the local transit authority.

(c) The labor standards and other conditions of employment are no less favorable to the workers than those which prevail at the old location.

3. If the new location does not meet the above criteria, the union may nevertheless give written permission if, in its sole opinion, there are extenuating circumstances that justify relocation.

(51) No employer shall move all or part of its shop, factory, cutting or shipping departments or sample rooms from their present locations unless the following conditions are met:

(a) The union is given at least 30 days' prior written notice;

(b) The new location is not less accessible to the workers then employed in the unit involved;

(c) The public carrier fare is no more than the regular single fare established by the local transit authority; and

(d) The labor standards and other conditions of employment are reasonably comparable to those which prevail at the present location.

(52) 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 the prevailing single fare of the New York City Transit Authority.

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 the prevailing single fare of the New York City Transit Authority but not more than twice such fare, provided however, that such employer, prior thereto, makes application for and secures the written joint consent of the association and the union to such removal. Such joint consent shall not be granted unless the applicant proves the necessity therefor. However, should there be a disagreement between the association and the union 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 employer shall not remove the shop or factory unless and until the impartial chairman renders a decision permitting such removal.

In addition to agreements that restricted plant movements that would result in additional transportation expenses, a small number of agreements allowed plant movement but required the company to reimburse employees for the added expense of getting to and from work occasioned by the move. Such provisions are found mostly in industries that serve a local population, such as wholesale and retail stores. Companies may need to relocate stores to deal with population shifts:

(53) Transportation expenses for employees who find it necessary to travel to their new places of business in Nassau, Suffolk or Westchester Counties, or in New Jersey, or anywhere because of a transfer to a branch of their employer's business, or if they move with an employer to a new location, shall be paid by their employer at the rate of $1.00 per day.

Yet another type of provision, often appearing in apparel agreements, allowed the company to expand to new shops or facilities only if its existing work force continued to be fully supplied with work. Such clauses also were likely to require that the new plant be placed under the union agreement. These clauses apparently were designed to cope with the "runaway shop" problem, since the expansion, followed by a gradual transfer of operations to the new plant, could eventually lead to closing the older shop:

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

(55) During the term of this agreement the employer may, with the consent of the union, manufacture garments (including coat fronts) or cause them to be manufactured for his own business use in a factory other than his present factory or factories provided his factory or factories have and continue to have full employment and provided further that such other factory or factories are under contract with the union.

In addition to contracts having clauses on recognition or extension of the union agreement to new plants,

Text table 7. Union enforcement of plant movement provisions, 1980–81

(Workers in thousands)

Provision	All industries		Manufacturing		Nonmanufacturing[1]	
	Agreements	Workers	Agreements	Workers	Agreements	Workers
All enforcement provisions	11	110.3	8	103.1	3	7.2
Excluded from agreement's enforcement procedures	2	3.0	1	1.8	1	1.2
May use grievance and arbitration procedures	5	98.9	4	94.8	1	4.0
May strike	2	3.2	1	1.3	1	1.9
Other[2]	2	5.2	2	5.2	-	-

[1] Excludes railroad and airline industries.
[2] In one agreement the union may terminate the contract; in the other, it may impose financial penalties or strike.
NOTE: Dashes denote zeroes.

seven contracts elicited a pledge by the employer not to transfer operations to a different plant to evade the terms of the agreement. A weakness of such clauses, which are largely confined to the garment industry, lies in the difficulty of proving intent:

(56) The employer hereby agrees not to transfer the work in his shop to another shop owned or controlled by him or to a run-away shop in order to avoid the terms and provisions of this agreement.

(57) No change of ownership, form of ownership name or style of doing business, or change of location of operations, or portions thereof, covered by this agreement shall operate to defeat the applicability of this agreement and no employer shall relocate his place of business, or portion thereof, for the purpose of defeating the applicability of this agreement. Any employer found in violation of this section shall apply and be bound to the applicable area agreement (...whether or not the local union or district council has previously established that it legally represents the employees performing work covered by this agreement).

Employment services and training. Most workers displaced in plant closings either have no transfer rights or choose not to exercise them because of community ties, moving costs, fear of relocating, or other reasons. These workers may have difficulty in finding other work, particularly if the closing is in a depressed labor market area. Perhaps because workers may have informal job search strategies, or may register with State employment agencies, only a handful (8) of the 522 sample agreements referred to company assistance in obtaining work:

(40) The union will be advised not less than 60 days prior to the date of any permanent plant shut down. At the time notice is given a committee will be formed, composed of union and company representatives, which shall be responsible for advising the employees of their contractual rights in the plant closing.

The company will endeavor to assist employees in finding work elsewhere in the community by advising the community of the availability of workers and will contact available public agencies for the same purpose.

The sample agreements were examined to determine if training for "outplacement" were provided under any of the clauses dealing with plant shutdown or relocation, but no such training was mentioned. This also may be due in part to reliance on public programs.

Dispute procedures

Of the 522 sample agreements, only 11 referred specifically to grievance-arbitration procedures, strike or lockout bans, or other measures either party might take in the event of a dispute over a plant location issue. Some provisions allowed and others prohibited such measures (text table 7).

Five agreements permitted arbitration of a plant location dispute. The most strongly worded of these allowed no plant movement without union approval, allowed the union to bring alleged violations to arbitration, and in addition provided for imposition of monetary penalties:

(58) The employer shall not, during the term of this agreement, remove its shop or machinery, equipment or fixtures, from its present location without the consent of the union.

If the employer violates this non-removal provision, it shall be subject to the machinery of adjustment and arbitration provided for herein, and in addition, it shall be liable for the loss of all wages and fringe benefits, attorney's fees and legal expenses incurred by the union.

(59) New regular work centers may be established from time to time by the company, together with the work areas to be associated therewith. If the local shall not agree to the boundaries of such a work area as established by the company, it may, within 10 days after notice of such establishment, submit the question of the proper boundaries for settlement under the grievance procedure...and arbitration...and the board of arbitration chosen thereunder shall have the power to make its decision retroactive to the date of the change.

Two other contracts established a union right to strike, or management to lock out, in a continuing dispute over plant location. These rights could be exer-

cised, however, only after compliance with other procedural requirements:

(60) The company will notify the union in writing at least six months in advance of complete plant closure of the Port Arthur Refinery that will involve a permanent lay-off of bargaining unit employees. The company and the union will meet within fifteen days after such written notice for the purpose of discussing the effect of such closure on bargaining unit employees and to negotiate appropriate conditions and benefits for the affected bargaining unit employees. In the event the parties are unable to arrive at a satisfactory agreement, either party shall have the right to serve a 60-day written notice to terminate this agreement. The union shall have the right to strike or the company shall have the right to lock out at the end of the 60-day period unless a mutual agreement has been reached by the parties.

(61) The company will notify the union in writing at least 6 months in advance of a planned complete plant closure of the Watson Refinery that will involve a permanent transfer or permanent layoff of bargaining unit employees.

The company and the union will meet within 15 days after such written notice for the purpose of discussing the effect of such closure on bargaining unit employees and to discuss ways and means of resolving the problems relating to the layoff.

In the event the parties are unable to arrive at a satisfactory agreement, either party shall have the right to serve a 60 day written notice to terminate the agreement. The Union shall have the right to strike or the company shall have the right to have a lockout at the end of the 60 day period, unless mutual agreement has been reached by the parties.

Under one agreement, the union agreed, in consideration of employee benefits, not to strike or engage in disruptive actions that might interfere with a plant closing:

(34) The employer shall give 2 weeks' notice in advance of a discontinuance of operations at a store to the union and the employees employed at such store except when such notice is impossible due the circumstances beyond the employer's control.

In consideration of the benefits provided by this agreement, the union agrees to cooperate fully in the employer's discontinuance of operations and agrees not to engage in any strike, slowdown, or other concerted activity or to commence any legal action or to in any other way disrupt or otherwise interfere with the employer's discontinuance of operations.

A handful of other agreements did not permit arbitration of plant location disputes. These did, however, allow alternatives, including the grievance procedure, negotiation, and cancellation of the agreement:

(62) In the event the company, at its sole discretion, moves any of the machinery, equipment or production and maintenance facilities from the location defined above to a new location outside a radius of fifteen miles from said location, the company agrees to negotiate with the union regarding job security of employees of the bargaining unit who are directly affected, or who may be laid off, as a result of such move. However, the provisions of this paragraph shall not be subject to the arbitration provisions of this agreement.

(63) The union recognizes and agrees that the handling and disposition of all agencies, both open and occupied including the determination of their size and composition, is the sole and exclusive right of the company. This right includes, and is not limited to the right to merge agencies, split agencies, reduce agencies, create new agencies, abolish agencies, add to agencies and to realign and concentrate agencies and districts.

The exercise by the company of its right set forth in (the above paragraph) shall be subject to the grievance procedure of this agreement, but excluding arbitration. Any sales representative who is directly affected may file such a grievance before the company action becomes effective, and for that purpose shall be notified of the contemplated change at least three weeks before its effective date.

(64) In the event that Bloomingdale's opens a new branch store, then the union shall have the right to discuss the effect of such opening upon the job security of the regular employees of the 59th Street Store.

Should the parties be unable satisfactorily to resolve the issue with respect to the job security of such employees in connection with such opening, then upon 60 days notice in writing by registered mail, prior to any re-opening date in this contract the union shall have the right to cancel the contract between the parties...

It is expressly understood and agreed however that such right of cancellation shall be exercised only with respect to any unresolved issue of job security of such 59th Street employees in connection with such opening.

It is further expressly understood and agreed that notwithstanding any other provisions of this agreement, no disputes or disagreements with respect to any issue arising out of this paragraph shall be subject to the arbitration procedure...

Interplant transfer

Of the 189 agreements that placed some restrictions on management's right to close or relocate a plant, 93 (covering over 793,300 workers) referred to the possibility of transferring displaced workers to other plants. The provisions ranged from definite transfer rights to preferential hiring. Some mentioned transfer but gave no details.

In 36 of the 93 contracts, interplant transfer of displaced workers was the only limitation on management's right to close or relocate plants. The remainder contained one or more additional limitations, such as advance notice, union participation, or severance pay. (Provisions in 66 other sample agreements referred to

Text table 8. Seniority status after transfer, 1980–81

(Workers in thousands)

Status	All industries		Manufacturing		Nonmanufacturing[1]	
	Agreements	Workers	Agreements	Workers	Agreements	Workers
All arrangements	46	636.9	32	354.2	14	282.6
Full seniority	22	287.8	14	192.9	8	94.9
Partial seniority	1	1.5	1	1.5	-	-
New employee status[2]	19	337.5	16	158.8	3	178.7
Varies with circumstances	3	7.7	1	1.0	2	6.7
Subject to negotiation	1	2.3	-	-	1	2.3

[1] Excludes railroad and airline industries.
[2] Includes 1 agreement covering 7,700 workers in which seniority was lost except in specific circumstances.
NOTE: Dashes denote zeroes.

interplant transfer, but made no mention of plant closing.)

Of the 93 sample agreements, 26 required the company to pay a moving or relocation allowance to the transferee. Such payment may be a flat amount, usually based on family status and distance moved, or for actual expenses. Both interplant transfers and relocation allowances will be discussed in detail in chapters 3 and 4.

Seniority. Assuming an interplant job opportunity is available, an employee's decision regarding transfer may hinge upon his competitive seniority status at the receiving plant. Seniority determines, to a greater or lesser extent, the order of layoff, chances for promotion, and choice of hours and vacation scheduling. Obviously, a worker who can carry his full seniority to another plant is better off than one who must start out as a new employee. Workers already employed at the other plant, however, logically favor transferees entering with no seniority. To satisfy both groups, some agreements allow transferees partial seniority or permit exercise of full seniority only after the passage of a specific time.[10]

Of the 93 agreements referring to interplant transfer in plant movement situations, 46 also referred to seniority (text table 8). Of these, 22 granted the relocating employee full seniority with no stated restrictions:

(65) 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 seniority, benefits and pay or to receive severance pay under the terms of this article.

(66) In the event of a transfer of an operation from one plant to another plant other than within the Rouge area, 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....

At the other end of the seniority scale were 18 agreements that required the transferring employee to enter the other plant as a new employee for competitive seniority purposes. Some of these, however, did recognize the worker's experience by waiving the customary probationary period:

(67) In the unusual event of the permanent shutdown of a division, in total or in part, such employees affected shall be given hiring status at other operating locations of the company. Any employee eligible for hiring status as herein provided will be required to meet the job requirements for any job opportunity available to him.

(a) When hired at another division, his company seniority shall be maintained for benefits provided where company service is a requirement.

(b) His divisional seniority and all rights associated therewith shall begin with the date of his entrance into the new division, department, and the job.

(68) ...Employees laid off at any plant through reduction of force or plant closing, who desire employment at other plants of the Automotive and Aircraft Glass Division and/or the Flat Glass Division at which production and maintenance employees are represented by the (union), may make application at such other plants in the regular manner and will be hired as new employees in preference to persons without seniority in a bargaining unit plant, provided that prior to the time any such hiring occurs they have already satisfied the qualifications for new employees currently in effect at the hiring plant....

A laid off employee accepted for employment at the hiring plant will in all respects be considered a new employee, except he will be entitled to his accumu-

[10] The term "seniority," for purposes of this study, refers to competitive situations such as those named, and not to situations when length of service is used to determine the level of various benefits such as pensions, separation pay, longevity bonuses and vacations. Since no competition is involved, employees at receiving plants seldom object to transferrees carrying benefit seniority with them.

lated service for vacation benefits and his accumulated service credits for pension benefits. Such employee will be entitled to group life insurance and/or accident and sickness insurance benefits without serving a waiting period unless he had not been actively employed in the bargaining unit for a period in excess of eighteen months on his date of hire.

Between these two extremes, one clause granted seniority for some purposes but not others, and one clauses allowed partial or modified seniority:

(69) When a branch, terminal, division or operation within the aforesaid area is closed or partially closed and the work of the branch, terminal, division or operation is transferred to another branch, terminal, division or operation within such area 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 list 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 layoff purposes and all other agreement benefits.

(70) ...Common date for transfer of employees transferring to the Beaumont Refinery as a result of shutting down the Fort Worth Refinery will be May 2, 1955.

Of the remaining agreements, one provided that seniority would be set through local negotiation, and the other three varied seniority treatment, depending on the circumstances:

(71) Whenever a center or hub is closed or partially closed, the employees affected will be entitled to follow the work and their seniority will be dovetailed in the new location....

When mutually agreed to by the employer and the local unions involved, an employee shall be permitted to transfer from one company facility to another if there is a job opening, and shall retain seniority for the purpose of fringe benefits. However, with reference to layoffs, such employee shall be placed at the bottom of that seniority list.

Pay levels. Of the 93 transfer provisions, relatively few mentioned the pay level of employees transferring between plants. A small number of clauses assured the employee of the same employment status and pay as before the transfer:

(72) ...Upon the removal of any plant, department, or division operated by Warner Gear Division of Borg-Warner Corporation to another location where such operations are continued by it, or upon the acquisition of any new plant operated by Warner Gear 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 Warner Gear Division shall be covered by all the terms and conditions hereof....

An employee who transfers may be placed on a lower rated job with no reduction in pay. In such instance, the employee is said to receive a personal or "red-circle" rate. Clauses that provide for assignment to any available job with no reduction in pay imply the possibility of red-circle rates:

(73) Effective 7/1/69, the company guarantees jobs, and no reduction in pay to regular, full-time employees with 10 or more years of continuous service whose jobs are eliminated by changes substantially within its control, such as introduction of new equipment, procedures or methods, or the planned retirement of obsolete facilities – as opposed to changes resulting from sudden technical, legislative, regulatory, environmental or economic events or conditions over which it has little influence...

The company's right and obligation is to assign eligible employees with 10 or more years of service to available work without regard to any restrictive provisions of the labor agreement, and extends company-wide. The employee's right is to continuing employment, in any job and at any location that is available, and not to any specific job...

(74) An employee, with 10 years or more of accredited service who obtains a job under any of the provisions of this Part II 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.

A handful of provisions indicated the transferee would be paid only the rate for his job grade at the new plant. Some, with rate range systems, however, did stipulate the top rate for the classification:

(75) Employees who so elect to be transferred to the new plant will receive the corresponding wage rate of the job classification to which they are assigned at the new plant for 15 days after which they will receive the top rate of such classification. If such employees received the top rate for the same job classification at the old plant or the top rate of a higher-paid classification to which they are assigned at the new plant without a breaking-in period, they shall receive the top rate of pay for such classification at the new location.

Chapter 3. Interplant Transfer Rights and Preferential Hiring Arrangements

If the American economy is characterized by rapid change, it is also characterized by a need for a mobile work force. If this were not so, there would be little point in negotiating the numerous interplant transfer provisions found in collective bargaining agreements. Under these provisions, employees may transfer between plants, by choice or necessity, for various reasons. Transfers may stem from plant closings or relocations, transfers of operations, or the opening of new plants. Employees may be motivated by promotional opportunities or threatened layoff. They are often transferred, voluntarily or involuntarily, to suit the purposes of the company.

Under some provisions, employees have definite transfer rights, while under others, transfers are entirely at the option of management. Some provisions allow transferees to displace junior employees, while others require only that transfer applicants be considered for vacancies before new employees are hired. In some situations, transfer to a distant location may be an employee's only alternative to termination.

The decision to transfer may be difficult, particularly if the employee has strong ties to both the employer and the community. Transfer may mean separation from relatives, friends, and familiar surroundings, and may entail the expense and inconvenience of selling a home, packing and unpacking belongings, and enrolling children in new schools. However, the alternative, dismissal, may entail other costs and inconveniences, as well as loss of the various employer benefits that accrue with increasing service.

Under the diverse agreement language, potential transferees may be provided with incentives to transfer, such as full seniority status at the new plant, wage rate protection, relocation allowances, and the right, under some conditions, to return to the home plant. However, the transfer applicant may be provided no incentive beyond the possibility of employment.

The terms of an interplant transfer provision may reflect the resolution of various conflicts or potential conflicts. For example, a union desire for full employee rights to transfer following a plant relocation or transfer of operations may conflict with a management desire to rid the company of less productive employees. The interests of transferees may conflict with the interests of employees already at the receiving plant. Workers' quest for job security may involve transfers that require training and disruptions that conflict with the company's quest for efficiency.

Finally, an agreement to allow interplant transfers may conflict with the interests of third parties. For example, an agreement to staff new plants with transferred employees may diminish job opportunities for unemployed residents in the new plant area, and possibly be at odds with the needs or desires of local government.

Prevalence

Provisions that allowed for interplant transfer to some or all plants of a company or between companies that are party to a collective bargaining agreement were included in 552 (35 percent) of the major collective bargaining agreements under study (table 3). These provisions applied to 3.4 million (49 percent) of the 6.9 million workers involved. Of 769 manufacturing agreements, 283 (37 percent) contained interplant transfer provisions, covering 1.8 million workers. These provisions were most prevalent in the food; primary and fabricated metals; nonelectrical machinery; transportation equipment; and stone, clay, and glass industries; and were rare or nonexistent in tobacco, apparel, and furniture. In industries where the incidence of transfers is low, arrangements for transfers may be established through informal or ad hoc discussions. Therefore, the prevalence of transfers in the study may be understated.

In nonmanufacturing, 269 (33 percent) of 824 agreements had interplant transfer provisions applying to 1.6 million workers. These clauses were frequently found in transportation, communications, utilities, and wholesale and retail trade, industries in which the nature of the operations and changes in demand for services often necessitate frequent transfers of employees. Provisions were rare in construction, services, and hotels and restaurants. In construction, the concept of a plant is not applicable since workers normally are employed by sev-

Text table 9. Interplant transfer provisions for selected unions, 1980–81

(Workers in thousands)

Union	All agreements		Agreements having interplant transfer provisions			
	Agreements	Workers	Agreements	Workers	Agreements (percent)	Workers (percent)
All unions	1,593	6,904.5	552	3,397.9	34.7	49.2
Selected unions	709	3,478.1	373	2,669.1	52.6	76.7
Electrical Workers (IBEW)	140	436.0	61	224.7	43.6	51.5
Steelworkers	125	533.4	65	400.2	52.0	75.0
Teamsters (Ind.)	108	449.1	49	293.7	45.4	65.4
Auto Workers (Ind.)	91	937.2	49	854.6	53.8	91.2
Machinists	69	208.0	31	135.2	44.9	65.0
Meat Cutters[1]	62	137.6	34	91.3	54.8	66.4
Retail Clerks[1]	60	252.9	41	196.6	68.3	77.7
Communications Workers	54	523.8	43	472.7	79.6	90.2
Other unions	884	3,426.4	179	728.8	20.2	21.3

[1] The Retail Clerks and Meat Cutters combined in 1979, forming the Food and Commercial Workers.

Text table 10. Interplant transfer provisions by occupation, 1980–81

(Workers in thousands)

Occupation	All agreements		Agreements having interplant transfer provisions			
	Agreements	Workers	Agreements	Workers	Agreements (percent)	Workers (percent)
All occupations	1,593	6,904.5	552	3,397.9	34.7	49.2
Blue collar	1,224	5,093.5	345	2,338.2	28.2	45.9
Professional/technical	30	250.8	9	27.9	30.0	11.1
Clerical	26	92.0	16	70.4	61.5	76.5
Sales	43	218.1	28	170.9	65.1	78.4
Guards	4	11.8	2	4.3	50.0	36.4
Combinations	266	1,238.2	152	786.1	57.1	63.5

eral employers at different sites in the course of a year. In industries where the incidence of transfers is low, arrangements for transfers may be established through informal or ad hoc discussions. Therefore, the prevalence in the study may be understated.

Fifty-eight national and international unions and several local, independent unions represented workers covered by interplant transfer provisions (text table 9). Among major international unions, interplant transfer provisions applied in more than two-fifths of the agreements negotiated by the Electrical Workers (IBEW), Steelworkers, Teamsters, Auto Workers, Machinists, Meat Cutters, Retail Clerks, and Communications Workers. These eight unions accounted for two-thirds of all interplant transfer provisions and four-fifths of workers covered by such provisions.

Excluding agreements covering combinations of work groups, almost three-tenths of agreements involving blue-collar workers and over one-half of agreements involving white-collar employees had interplant transfer provisions (text table 10). These clauses covered almost one-half of all workers under these agreements. Within the white-collar group, over three-fifths of contracts involving clerical or sales personnel contained such provisions, which covered over three-fourths of workers under these agreements.

Scope of transfer rights

When an interplant transfer provision is established, the area or scope of the transfer must be defined. Most workers either have the right to transfer to any of the company's plants (44 percent) or to company plants in a defined geographical area (49 percent). A few agreements allow employees to transfer between companies (tables 4 and 5).

In 69 percent of the agreements with interplant transfer rights, transfers were allowed to all company plants:

> (76) Employees, who have seniority, as of the date of layoff, and who have been laid off from their respective plant due to lack of work, for a period of 6 weeks, may exercise their seniority at either one of the other locations in the labor or production classification....

In 24 percent of the agreements (124 of 520), transfers were limited to specific plants or defined geographic areas. Such provisions were aimed at narrowing the area of consideration for transfers:

(77) An employee...shall be given priority over other applicants (new hires, including employees with 60 days or less service) for job vacancies (other than temporary vacancies) at other plants of the company located within a limited agreed upon geographical region (hereinafter referred to as "region")....

(78) Part-time Journeymen Food Clerks may bid for full-time forty-hour job openings or part-time job openings with more hours excluding relief for vacations, illness, or other authorized absences within the geographic seniority area of their local union....

(79) When a vacancy occurs or when a new position is created within the bargaining unit above the entrance job classifications, if no employee is promoted in accordance with the promotional lists...the company shall post a notice on the bulletin boards in the Division or Zone affected, for a period of ten calendar days, excluding Sundays and holidays, announcing the position open....

A small number of agreements allowed employees to transfer between companies as well as within companies. Such provisions were most common in the communications industry, where regional companies are all part of the Bell System:

(80) Before laying off employees as a result of force surplus the company will offer employment to the employees in related or reasonably equivalent occupations within the company to the extent such jobs are available and the employees are qualified to perform the jobs. The company will also make a reasonable endeavor to obtain employment in related or reasonably equivalent occupations with other telephone companies....

(81) A person transferred to work covered by this agreement (1) from another company in the Bell 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 18 consecutive months of employment on work covered by this agreement the employee shall be credited with seniority equal to the employee's total not credited Bell System service.

Circumstances allowing for transfer rights

Interplant transfers allow the employee and employer to adjust to a changing economic environment. Conditions that trigger a transfer reflect such changes and are usually identifiable in contract language. A single agreement may contain provisions covering transfers originating from layoffs, plant closing, employee or employer request, and other reasons.

Displacement or layoff. The most common circumstances activating interplant transfers are layoffs or displacements. As a result of production cutbacks, reorganization of work, technological change, product modification, or other reasons, workers may be laid off from jobs that are eliminated either temporarily or permanently, or may be displaced (bumped) from existing jobs by senior or higher level employees. The complete layoff procedure may be complex, involving considerable transferring and displacement, so that the workers actually laid off from the plant are not necessarily the ones whose jobs were eliminated. Available work opportunities at other plants allow laid-off workers willing to transfer to maintain continuity of employment and earnings.

Of the 3.4 million workers covered by interplant transfer provisions, about 2.5 million or 73 percent were covered during displacements or layoffs (table 3). About 54 percent of the manufacturing agreements having interplant transfer clauses, covering 78 percent of the workers, referred to layoff or displacement, while 61 percent of the nonmanufacturing agreements, covering 68 percent of the workers, made a similar reference. Worker coverage was highest in the following industries: Transportation equipment, primary metals, electrical and nonelectric machinery in manufacturing; and communications, retail trade, mining and transportation in nonmanufacturing. These eight industries accounted for approximately 87 percent of the workers covered.

Occasionally, the provisions allowed broadening of the employee's transfer or bumping rights in the event no jobs were available in nearby plants or areas. A few multiemployer agreements established preferential hiring rights with a number of employers:

(82) In the case of a layoff, due to lack of work, of a full time employee, the employer shall first recognize seniority within the job classification.

The employee with the least seniority in the store shall have the right to displace the least senior employee within (a) the Supervisor's territory within the local union's jurisdiction; (b) the adjoining Supervisor's territory within the local union's jurisdiction; (c) within the local union's jurisdiction; (d) within the next adjoining local union; or (e) if necessary, within the bargaining unit.

(83) An employee...who is on layoff for over 90 days may request consideration for employment at another Foster-Forbes location represented by the Glass Bottle Blowers Association....

(84) Any regular employee who is permanently exited after working until his services are no longer required by the company...because of reduced production, or technological change, shall...be considered for employment as a new employee in another company shoe factory....

(85) The President of the union, or his designee and the Executive Vice President of Midtown or his designee, shall constitute a committee to formulate and effectuate a plan for providing employment in the industry for employees represented by the union with long service who have lost their jobs because of conversion to automatic elevators or other mechanical devices....

This committee shall arrange to list such employees in a special "Automation Employment Pool"...to fill

an available vacancy ...The committee shall, to the fullest extent possible, obtain and keep current, information as to vacancies in employment and of new jobs available in Midtown member buildings covered by this agreement

Plant closings, consolidations, or mergers. Plant closings, or partial closings, may stem from the same causes as those resulting in layoff or displacement. Although the provisions cited in the previous section did not mention plant closings, the distinction is more of degree than of kind. Employees terminated in a permanent reduction in force often have as little chance of returning to the plant as if the plant had closed. When jobs are lost due to a full or partial plant closing or a merger, employees somtimes have the opportunity to maintain employment with the company by transferring to another location. Sometimes the employees may choose severance pay instead of transferring.

Transfer rights during plant closings or mergers were applicable in 36 percent of the agreements, covering 48 percent of the workers with interplant transfer rights (table 3). Plant closing provisions were more prominent in manufacturing (124 clauses), than in nonmanufacturing industries. Within these major sectors, provisions were commonly found in primary metals, food, nonelectrical machinery, transportation equipment, and stone, clay and glass in manufacturing; and in retail trade and transportation in nonmanufacturing:

(86) In the event that any Doehler-Jarvis Castings Division plant as well as any part of a plant covered by this collective bargaining agreement between the parties is inactivated by the company, employees from such plant shall be given preferential hiring at other Doehler-Jarvis Castings Division plants as new employees, providing he/she is qualified for any opening which might exist at the time he/she appears.

(87) Employees involved in a permanent department closing shall have the right of inter-plant transfer regardless of seniority.

(88) In the event the employer closes or sells a store, employees shall have the right to transfer to another store of the employer in accordance with work requirement and bumping provisions or at their option (except stores being closed due to replacement store), the right to receive severance pay....

(89) Any regular employee who is permanently exited after working until his services are no longer required by the company in a plant that is permanently closed by the company... shall, if there is previous application, be considered for employment as a new employee in another company shoe factory before hiring an employee who has no previous employment record with the company....

One common reason for plant shutdown is a management decision to relocate the plant in a different area. Generally, the old plant is closed and its operations are transferred to the new plant. Operations may not be identical; the company may use the move as an opportunity to expand, cut back, modify, modernize or eliminate some operations. Although some companies may prefer to terminate employees at the closed plant and hire new workers at the newly opened plant, others may find it to their advantage to allow the trained work force at the closed plant to move to the new one. Many of the collective bargaining agreements dealing with plant shutdown provided for such transfers in the event the shutdown was part of a plant relocation:

(90) If the company moves the St. Cloud Plant to a new location, employees with two or more years of seniority, who are not eligible for retirement shall be given preference over other applicants for employment at the new location if they are qualified by skill and ability for the available work.

Transfer of operations. A production process or a whole unit often is moved from a plant to another existing or new plant. Again, the reasons for the move may be diverse. For example, the transfer may be made to reduce shipping costs, or to consolidate related operations in the same location. Often when an employer has made a decision to change the site of operations to a different plant, employees may follow the work. If some jobs have been eliminated in the process, not all eligible employees may have the opportunity to move. This problem may be alleviated by allowing employees to decline the transfer without penalty. The arrangement most commonly applied to transfer of operations allows employees to transfer as a group as long as positions are available:

(91) When operations or departments are transferred from one plant to another existing plant of the corporation, employees on indefinite layoff as the result of the transfer, 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 provided they are able to do the work. Employees indefinitely laid off within 30 days of the completion of such a transfer or as a result of the transfer shall also be given the opportunity to transfer subject to the conditions contained herein.

When operations or departments are transferred from one plant to a new plant, 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 new plant and if the new plant is represented by the union, with their full seniority.

(92) Whenever a center or hub is opened or closed or partially closed in the same local union area, the employees affected will be entitled to follow their work and carry their company seniority in that area to the new location.

In the event that an operating center or hub is closed in a local union's area and the work is moved into the jurisdiction of another local union, the employees will

have the right to follow the work and they shall carry with them their full seniority for all purposes. In the event that an operating center or hub is partially closed in the local union's area and the work is transferred into the jurisdiction of another local union, the employees affected by the partial closing shall have the right to follow the work and shall maintain their seniority for fringe benefits and layoff, but shall go to the bottom of the seniority list for all other purposes.

(93) Before any new employees are hired at employer's warehouse covered by this agreement, employees from another warehouse (of the employer) covered by this agreement whose work has been transferred shall be given the opportunity to follow their work to the warehouse in question.

It is unlikely, of course, that all eligible workers will elect to transfer, particularly if the receiving plant is at a considerable distance. The employer may face a short supply of labor if too few employees transfer to the new location. In such event, the employer may allow previously ineligible employees to transfer or may recruit new employees.

Sometimes, the transfer provisions appeared to cover both complete plant relocations (discussed in the previous section) and transfer of specific operations:

(94) 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 work is then available....

Transfer of operation provisions were found in 99 agreements, applying to 33 percent of workers with interplant transfer rights, most of them in manufacturing. Such coverage was most applicable to employees in transportation equipment (705,000 workers) and in transportation (157,500 workers) (table 3).

Staffing new plants. When an employer opens a new plant, it may be advantageous to staff it with experienced workers. This may shorten the "shakedown" period and ease recruitment problems. From the workers' perspective, the new plant may offer additional promotion opportunities. As a result, some agreements allow employees to transfer from existing to new plants.

Staffing new plants was one of the least prevalent of any circumstances involving an interplant transfer. It occurred in only 75 agreements, of which 14 each were in transportation and retail trade, reflecting the influence of the nonmanufacturing sector:

(53) When a new branch or warehouse is opened in any location within the area covered by this agreement, the employer shall offer to all employees covered by this agreement the opportunity to transfer to the new branch or warehouse in the order of their employee or payroll seniority....

(95) It is recognized that new plant or department capacities may be added or expanded, necessitating transfer of employees....

(96) When a new food store is to be opened and staffed by the employer in one of the counties...(covered by this agreement)...the employer's personnel department will arrange for the posting in the seniority area in Local 1059, or throughout Local 31 or Local 1552. This notice shall give the location and the approximate opening date of the new store.

Quite often, eligibility for transfer to the new plant was limited to workers who had been laid off or terminated at older plants. A few clauses limited eligibility to workers threatened with layoff as a result of opening the new plants:

(87) If the new plant is not a replacement plant,...but is established in the greater Midwest (and for this purpose, Pennsylvania west of the Alleghenies shall be included in the Midwest) or the far West (excluding Southeast, Southwest and Northeast), then employees in Master Agreement plants with transfer rights (stemming from permanent separation) shall be afforded an opportunity to transfer into such new plant, in accordance with the procedures and with all of the rights and privileges set forth....

(97) In the event the company constructs a new plant that will affect the employment status of employees in the company's plant or plants comprising this bargaining unit, such employees shall be given an opportunity to make application for employment in the new plant before it starts operations, and such employees shall be given preferential employment rights for the highest rated job the employee is capable of performing....

Company convenience. Management often might transfer employees to meet its own needs. Approximately 30 percent of the interplant transfer provisions examined allowed such a transfer for the convenience of the company. The provisions were much more prevalent in nonmanufacturing than in manufacturing industries. Almost 80 percent of the provisions, covering 90 percent of the workers, were found in four industries–transportation equipment, communications, utilities, and retail trade (table 3). The company may transfer employees to fill vacancies, to adjust the labor force to unusual workloads, or to provide special skills:

(98) ...The company may assign employees from the plants of one area to work at the plants of a different area on prototype, experimental or test aircraft and the company may loan employees from the plants of one area to the plants of a different area for a period of unusual workloads or for purposes of training or where special knowledge or experience is needed.

The employer's prerogative to decide on a transfer may be qualified by requiring solicitation of volunteers

and consideration of seniority status. Some clauses call for selection of senior workers; others, for selection of least senior workers:

(91) ...If the necessity to transfer arises from the need for the special skills or abilities of employees, the corporation shall, prior to transferring employees, canvass the qualified employees in the department from which the transfer will be made and shall give preference to the senior qualified employee, if any, who volunteers for such assignment....

(99) In the case of company initiated transfers from one town to another to meet company requirements, the company will take into consideration the qualifications for the job to be filled and after such consideration the employee with the least seniority shall be the first selected for the transfer.

To spare involuntarily transferred workers as much inconvenience as possible, management often agrees to provide advance notice and to pay moving expenses:

(100) When an employee is transferred from one town to another...he shall be given reasonable notice prior to the transfer and reasonable expenses to the employee in connection with the transfer shall be borne by the company.

Worker requests. Under many agreements, workers may ask to be moved to another location to accommodate a valid personal need. Usually, the employees must notify the company of their desire to transfer, and the employer may not be required to honor the request:

(101) Employees who wish to transfer to another office in the company will so inform their local Employment Center Representative.

When a vacancy occurs in an office, permanent employees who have expressed a desire to be transferred to that office will be selected for the vacant position in accordance with company seniority before any temporary or part-time employees are made permanent....

(22) Employees who desire to transfer or to seek employment with the company in any of its other operations outside of the bargaining unit not covered by this agreement may make their desires known by a written request to the company manager at Lead, South Dakota, and such employee's request will be given consideration by such manager. If such request is agreeable to the company manager, he may then make the request known to the manager or other proper person at such other company operation. It is expressly understood and agreed that such request as may be made known to such other manager or proper person shall be subject to such other manager or proper person's sole discretion.

(102) Consideration shall be given to the request of an employee for a transfer from one exchange to another or from one job to another where no promotion is involved, provided service requirements in the exchange or on the job from which the transfer is to be made will permit and provided that the employee's qualifications are such that his services may be profitably used in the exchange or on the job to which he wishes to transfer.

Any employee who desires to be transferred as above described shall notify his district head, in writing, of such desire, the exchange or job to which he desires to be transferred, his reasons for desiring the transfer and whether he desires to be transferred immediately or at some future date when and if a vacancy occurs. Such notice shall be valid for a period of 6 months from date of submission but in no event is to be valid beyond the expiration of this agreement. However, the company is not required to consider a request for transfer from one job to another by an employee who has been so transferred or promoted one or more times during the preceding 18 months....

Often the provisions allow the employees to request work at a location closer to their homes:

(28) An employee desiring a transfer to a store closer to home shall notify the employer in writing of his or her desire to transfer to a specific store. In the event of a job opening in the specific store involving a comparable number of hours, the employer will transfer the employee within the employee's seniority classification to the specific store. The employee requesting the transfer must have greater seniority than other employees in the store who have requested to fill the job opening.

(103) Requests for transfers, within the union's territorial jurisdiction, so an employee may work nearer his home will be given proper consideration and will not be refused arbitrarily. Similarly, an employee will not be arbitrarily or capriciously transferred.

(88) Employees who desire to transfer to a store closer to their residence shall notify the Personnel Department with a copy to the union in writing of their desire and set forth the store number they desire to transfer to.

The employer agrees to transfer said employee over any new applicant within the employee's seniority classification.

Provisions for worker request of a transfer were found in 36 percent (196) of those agreements with interplant transfer provisions. Among major industry sectors, they were most prevalent in nonmanufacturing (143 provisions), particularly in communications (41 agreements), retail trade (37), and utilities (36).

Securing a transfer under the posting and bidding procedures also may be classed as employee request, provided the bid is entirely voluntary, as for a promotion.[11] Although intraplant bidding was more common, a number of provisions allowed bidding on jobs at other plants or locations:

[11] The post-bid procedure is sometimes used to request a transfer to avoid layoff, or to secure employment at another plant following a layoff or plant shutdown. This situation has not been classed as employee request, since the original cause was not at the volition of the bidder.

(76) When vacancies occur in the labor or productive groups, advertisements will be posted on the company bulletin boards for a 24 hour period between the hours of 9:00 a.m. and 3:30 p.m. Such vacancies will be filled by the senior employee with ability. However, if the ability of the senior employee is questioned, it shall be decided mutually between the union and the company. Any claims of personal prejudice or any claims of discrimination with the filling of a vacancy may be taken up as a grievance....

An employee having received a job as a result of answering an advertisement in another plant must remain in the plant for 2 months before he shall be eligible to bid again into another plant. When an employee receives a job according to the interplant bid system and fails to qualify, he shall be returned to the plant from which he bid and utilized within that plant, providing the period of time is not more than 30 days.

Other. In a very small number of agreements (6), reasons other than those previously stated were cause for transfer. These included health reasons, disciplinary reasons, and compliance with a court's order:

(104) It is understood that ordinarily new employees hired on or after 1 May 1968 at Alloy Steel Casting Company or Warminster Fiberglass Company will not be eligible for transfer to the Instrument Company, except where they can demonstrate that they have special skills or trades that are needed, and they may be transferred at the convenience of the company or for health reasons.

(105) When an employee is required to move to another area for reasons of health, the company will endeavor to assist such individual in obtaining employment in another Weyerhaeuser mill in the area to which he is moving.

(106) Employees within the bargaining unit who have at least one year's service in the hotel may be transferred from one hotel to another operated by the same corporation or other business entity only (1) for purposes of compliance with the consent decree entered on June 4, 1971 in Case No. LV1645 in the United States District Court for the District of Nevada, or (2) in the case of promotion, in accordance with seniority, to a vacancy in another classification where no qualified junior employee is available at the hotel where the vacancy exists....

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

Types of transfer arrangements

In addition to negotiating the reasons or conditions for transfer, the parties must work out the methods or procedures by which the transfers are to be effected. The possibilities of disagreement in this area of negotiation are high, since the often dissimilar interests of management, employees, and local unions at all plants involved must be considered. Transfers, particularly group transfers, can have a marked effect on efficiency, job security, competitive standing, and sometimes even union security at the receiving plant. The type of transfer arrangement can also make a considerable difference in an employee's chances of transferring, as well as his or her status at the receiving plant. For example, a bumping provision appears to favor transferring employees much more than a preferential hiring provision.

The collective bargaining process has developed five principal types of transfer arrangements to resolve or institutionalize possible conflicts stemming from interplant movements: (1) Preferential hiring; (2) bumping; (3) bidding; (4) group transfers; and (5) transfers to available vacancies, not involving bidding (table 6). Many of the contracts stipulating more than one condition or reason for transfer apply to more than one type of arrangement. For example, transfers stemming from plant closing may be effected through preferential hiring, transfer of operations through group transfer, and employee request through bidding.

Since this study analyzed only formal contract language, ad hoc or informal arrangements are not reflected in the data. Therefore, the frequency of such arrangements may be understated. Actual practice may also in some instances deviate from the formal wording of the contract.

Preferential hiring. A popular method of facilitating interplant transfers is preferential hiring, whereby an employer gives priority in hiring to workers with company experience over applicants having no previous company employment. Employers find it advantageous since it allows the transfer of employees with established skills, known employment records, and a familiarity with plant operations. Furthermore, preferential hiring seldom is opposed by workers at the new plant since the employee is usually listed at the bottom of the seniority roster. From the employee's perspective, preferential hiring provides for continuity of employment. The clauses often allow for a possible recall to the former plant.

If plants are located close together, preferential hiring presents the employee with few problems. However, if the plants are far apart, the worker must consider the possibilities of local employment or of recall at the former plant and weigh the disadvantages of low seniority, travel and moving costs against the potential advantages of continued employment at a new location.

Preferential hiring was applicable in contracts covering almost 74 percent of those workers in manufacturing with transfer rights, but only 9 percent of those in nonmanufacturing. The highest percentages of employees covered were in rubber and plastics (28,900 workers, or 96 percent), primary metals (318,700 workers, or 92 percent), and transportation equipment (706,300 workers, or 82 percent).

Preferential hiring was most often applicable during layoffs and plant closings. Generally, the transferred employee was listed at the bottom of the seniority list. However, full service was usually credited to an employee for fringe benefits:

(108) In the event the company shuts down any plant covered by this national agreement, employees working in the plant who have not transferred...will be given the opportunity to transfer to other plants of the company covered by this national agreement before other employees are hired in such other plants. An employee making such transfer shall start as a new employee in such other plant, except that he shall retain and accumulate his seniority for purposes of holiday pay, vacation pay, pension, insurance, and any other economic benefit which may be affected by years of service with the company.

(109) When a terminal(s) is closed and the work of such terminal(s) is eliminated, employees who are laid off thereby shall be given first opportunity for available regular employment at any other terminal(s) of the employer within the area of the supplemental agreement where such employee was employed. The obligation to offer such employment shall continue for a period of 3 years from the date of closing. However, the employer shall not be required to make more than one offer during this period... If hired, he shall go to the bottom of the seniority board for bidding and layoff purposes, but shall retain company seniority for fringe benefits only.

(110) Employees laid off by the company...shall be entitled to...preferential employment..., carrying with them their employment dates for vacation, holiday and severance pay purposes, at any other mine operated by Reserve Mining Company...on the same range....

(111) A laid-off employee with seniority on the recall list of one plant will be given preference in hiring at another plant covered by this agreement where all eligible laid-off employees have been recalled, and new employees are being hired for work on which the laid-off employee has qualifying experience. Such laid-off employee must make application for employment and, upon being hired, shall be considered a new employee, without seniority at that plant. He shall retain his seniority and recall rights at his former plant in accordance with the seniority provisions of the local plant supplementary agreement of his former plant. If he is recalled to work at his former plant, he must terminate his employment at the new plant and report for work at his former plant, or lose his recall rights and seniority at his former plant.

A former employee who is released from employment as the result of the complete and permanent closure of a local plant covered by the agreement, who makes written application for employment in other plants covered by the agreement within 30 days of such release from employment, will be given preference in hiring over new employees in such other plants for work for which he is qualified.... Any such former employee who is hired will be hired as a new employee without service credit for seniority purposes. For all other purposes, he will be credited with the amount of seniority he had at the time of his release from employment or layoff....

Occasionally, contracts provided for the area of consideration to be extended, if management failed to provide employment within a reasonable period:

(112) Priority in the filling of job vacancies (other than temporary vacancies not to exceed 30 days) in plants outside of the region (one region to another) where P&M unit is represented by the United Steelworkers of America, shall be afforded employees who have applied for employment in the region in which laid off and management has failed to provide employment, and (1) who have 10 or more years of continuous service at the time of layoff from a plant at which the company has announced a permanent plant closing, or (2) who are laid off due to permanent plant closing and who have 2 but less than 10 years of continuous service at the time of layoff, provided the plant at which the vacancy exists is within 100 miles of the plant being closed (or a longer distance if agreeable to the parties), or (3) who have 10 or more years of seniority or 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 plant in the region within 2 years from the date of layoff, or have been on continuous layoff for one year and make application at their home plant, and (b) within 30 days after being advised by the mamagement of such option apply for employment hereunder....

The staffing of new plants and transferring of operations are also occasions for extending preferential hiring. To control transfers and avoid disrupting existing plants, preferential hiring may be limited for a specified period or apply only to laid-off employees:

(113) For twenty-four months after production begins in a new plant (including a non-represented plant), the corporation will give preference to the applications 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. When employed, such employees will have the status of temporary employees in the new plant. Such employees will retain their seniority in the plant where originally acquired until broken in accordance with the seniority rules herein.

(114) If the transfer of major operations between plants or to a new plant results in the permanent termination of employees with seniority, the company will give preference to the application of a laid-off employee having seniority in a bargaining unit covered by this contract over applications of individuals who have not previously worked for the company for employment in a bargaining unit represented by the union to which the work is transferred, provided his previous experience in the company shows that he can qualify for the job....

The administration of preferential hiring creates few problems compared with other transfer arrangements.

To be considered, the employee must express a desire, usually by a written application. The applicant then receives first consideration for openings. An example of such a procedure is shown below:

(111) A former employee requesting preferential hiring rights in other plants covered by the collective bargaining agreement will file an "application for employment" form or forms with the Industrial Relations Office of the plant from which he is being terminated. He may complete the application forms in the Industrial Relations Office during regular office hours or request such forms by certified mail addressed to the Industrial Relations Office. A separate application may be filed within 30 days of his termination for each such plant in which he is requesting employment.

The application forms will be forwarded to the Industrial Relations Manager of the applicable plant and will be considered for future permanent openings for which new employees are to be hired. Only those applications on file at the plant at the time the opening is available to be filled will be considered. Qualified applicants will be offered openings in accordance with their company service credit. Qualification requirements will be the same as those required if the applicant was being recalled from layoff.

Applications will be valid for a twelve-month period unless canceled. Applications must be resubmitted during the twelfth month of each such period to the plant or plants in which the applicant desires to retain preferential hiring rights.

Bumping. The bumping procedure allows an employee to replace or "bump" another employee who has less seniority or service credit. Usually the bumping employee must have the necessary qualifications to do the work. Bumping privileges almost always are limited to workers who are laid off, or threatened with layoff, during reductions in force or shutdowns.

Although an earlier study of intraplant layoff provisions indicated that 60 percent of the provisions allowed bumping,[12] the practice was much less common in interplant transfer provisions. Only 24 percent of the agreements having interplant transfer provisions allowed bumping. They were most prevalent in transportation equipment (covering 195,700 employees), food and kindred products (covering 40,600 employees), retail trade (covering 167,400 employees), and communications (covering 182,300 employees).

Although a few contracts do not give details of the bumping process, many specify a definite procedure for bumping. Usually, the employee must first exercise seniority in his or her home plant, with the area of consideration expanded if the employee has insufficient seniority. Sometimes the employee must move to a lower job classification:

(115) In the event of layoff, the laid-off employees may exercise their seniority at the other facilities.

(116) Layoffs shall be in reverse order of seniority, first in the store of employment, then by bumping the least senior employee in another store of the employer on a district-wide basis or in a mutually agreed upon geographical area, and finally on a bargaining-unit-wide basis, provided the employee is capable to perform the work of the displaced employee and is available for the hours required to be worked.

(117) A Department Head who is involuntarily reduced because of a store closing shall displace the least senior Department Head within his classification.

If already the least senior Department Head in his classification they shall return to their previous Department Head classification and replace the least senior Department Head in that classification.

If there is no least senior Department Head that they can displace in a previously held Department Head classification, they shall then displace a full-time clerk in accordance with their seniority.

Some provisions allowed laid-off or displaced workers to bump any employee having less seniority. This can result in a long series of bumps that disrupt operations, particularly if the bumps involve moves between different types of work. Consequently, many clauses permit senior workers to displace, not a less senior employee, but the least senior employee in the unit.[13] This employee then will be laid off, unless he or she can bump an employee with even shorter-service in another unit:

(118) Where there is a layoff of operators, the last man hired shall be the first man laid off. This shall be accomplished in the following manner:

The seniority principle will be applied by having employees with greater company seniority within a garage "bump" employees with lesser seniority in the same garage until the last hired employee within the particular garage is laid off. Such a laid off employee shall be entitled to "bump" any employee with lesser seniority in any other garage covered by the jurisdiction of his local union division and then in any other garage of the company's operating division and then in any garage of the company.

(96) A "regular" employee regularly working 40 hours who would be involuntarily reduced to 32 or less hours per week has the options shown in A, B, C, and D following:

A. Displace the least senior "regular" employee in his classification in his city, if he is the least sen-

[12] See *Major Collective Bargaining Agreements: Layoff, Recall, and Worksharing Provisions* (BLS Bulletin 1425-13, 1972).

[13] Other restrictions (not illustrated) include allowing only "bumpbacks," or bumps to jobs the employee previously has performed, limits on the number of bumps stemming from an original displacement, bumping to lower classifications only, etc.

ior "regular" employee in his classification in his city.

B. Displace the least senior "regular" employee in his classification in the seniority area. If he is the least senior "regular" employee in his classification in his seniority area.

C. Displace the least senior "regular" employee in his classification in the local area.

D. If he waives any option in A, B, or C above or is the least senior "regular" employee in his classification in the local area, he may take a "nonregular" job in accordance with his seniority date in his city, seniority area, or local area, in that order. Having made this decision, he will remain in that location until presented with the opportunity to return to regular employment...or take a layoff.

Bidding. The posting and bidding procedure is frequently adopted as a method of matching employees and jobs. Under the usual procedure, the company posts notices briefly describing available job vacancies on bulletin boards, and eligible employees may express interest by submitting job applications. Under some procedures, the worker simply writes his or her name or badge number on the notice. The employer usually selects the successful applicant on the basis of seniority and ability.

An earlier BLS study indicated that posting was used in more than two-thirds of agreements referring to promotions within the plant.[14] A frequency that high was not expected for interplant transfers, because many companies restrict eligibility, at least initially, to employees in the plant, or smaller unit, where the vacancy is located. Even so, the proportion of agreements allowing interplant bidding was significant. Bidding applied under certain circumstances in 150 of the 552 agreements with interplant transfer clauses, or 27 percent, covering 813,200 workers, or 24 percent. The clauses were predominantly found in nonmanufacturing agreements, particularly in communications, utilities, and retail trade.

As with the more numerous intraplant provisions, interplant promotional opportunities are often publicized through the posting procedure. The broad scope of eligibility may ensure that the most qualified, or most senior employee is awarded the job, regardless of plant.

Interplant bidding exposes employees to more promotional opportunities, but also to more bidding competition:

(119) Permanent promotions to higher paid jobs shall be based on employer-wide seniority within the jurisdiction of the local union. Job openings for produce manager, head grocery clerk, head cashier, head stock, head delicatessen, head dairy, and assistant head cashier shall be posted in the stores for a period of 3 days and the most senior employee bidding shall be promoted on a 30 day trial basis (in the case of promotion to produce manager the trial period may be extended an additional 30 days), during which time the employee may be reduced to his former status for justifiable reasons....

Sometimes the bidding procedure did not mention promotion, indicating that the bidder might be considered for lateral transfer perhaps even voluntary downgrade. Some clauses set the procedure for filling the posted job if no eligible employee made a bid:

(102) A. When the company decides that a job is to be filled by transfer from one exchange to another preference shall be granted in the order of seniority to employees who are willing to accept the transfer, provided they meet the requirements of the job to be filled and provided that their transfer can be accomplished without incurring extraordinary expense.

1. Notice that a job is to be filled under "A" above shall be adequately posted at the place of reporting within the exchange of all employees within the job classification from which the transfer will be made and shall be limited to requests received within seven days from employees in such exchanges who are willing to accept the transfer.

B. When it is necessary to fill a job by transfer from one exchange to another and no qualified employee within the exchange from which the transfer is to be made is willing to accept the transfer on a voluntary basis, the transfer shall be made by transferring in the inverse order of seniority the first employee who can meet the requirements of the job to be filled, provided such transfer will not result in a special hardship to such employee or his immediate family.

Situations entailing interplant bidding did not always originate with the voluntary wishes of the employee. Under a considerable number of agreements, employees laid off, or threatened with layoff, in plant closings or other situations might bid on openings at other plants:

(110) In the manning of jobs on new facilities in an existing plant or plants, in the same area, or in a new plant in the same general area, the jobs shall be filled by qualified employees who apply for such jobs in the order of length of continuous service from the following list and order of priorities....

a. Employees from any existing facility in the mine which in whole or in substantial part is to be replaced in the mine by the new facilities.

b. Mine employees being displaced as the result of the installation of the new facilities.

c. Employees presently working on or on layoff from like facilities of another mine or mines in the same area that will be shut down or curtailed as a result of the new installation.

d. Employees in the mine with two or more years of continuous service, provided that if sufficient

[14] See *Major Collective Bargaining Agreements: Seniority in Promotion and Transfer Provisions* (BLS Bulletin 1425-11, 1970), pp.15-22.

qualified applicants from this source are not available, management shall fill the remaining vacancies...to the extent possible.

(118) Before the company can move a line from one location to another, a full general pick must be first posted in the garage the line is moving from. All employees must then bid on all jobs. 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.

Both management and unions usually prefer to fill vacancies promptly and commonly negotiate time limits on the post-bid procedures. They also sometimes limit the number of posted vacancies that may originate from the initial vacancy. This is to minimize disruptions created as successive bidders move to new jobs, leaving new vacancies. After posting the required number of vacancies, management is free to fill the next vacancy as it sees fit, usually by hiring a new employee:

(120) Vacancies will be posted for a period of 10 calendar days during which time bids will be accepted. Bids entered by mail will be recognized by the postmark date when received by the company not later than three days thereafter....

Not more that the first 3 vacancies in any one series resulting from the same initial cause shall be considered vacancies.

Vacancy, no bidding. Often the agreements did not detail a procedure for filling vacancies, such as bumping or bidding, but merely referred to the right of employees to transfer to available vacancies. Thirty-three percent of the agreements having interplant transfer clauses, covering 42 percent of the workers, provided for filling vacancies without bidding. Transferring through vacancies was most prominent in mining, crude petroleum, and natural gas (132,500 workers); communications (408,100 workers); and transportation equipment (299,600 workers). In 76 agreements, the employees had such a right as a result of a layoff or plant closing:

(40) In the event of a permanent shut down of a plant or plants, laid off employees will be carried on the seniority list a length of time equal to their length of service (at the time of layoff) up to 2 years maximum. Affected employees shall have the privilege of transferring to other I.B.E.W. Gould plants which have like I.B.E.W. covered units and where vacancies exist. Such transfers shall be at the employee's own expense. Transferred employees will start at the bottom of the seniority list at their new location but will retain fringe benefits eligibility based on their accrued continuous service....

In the event of layoff and upon their request employees shall be given the opportunity for re-employment at other like I.B.E.W. Gould plants which have like I.B.E.W. covered units and where vacancies exist. Expense incurred attendant to such re-employment shall be borne by the employee. Such re-employed persons will start at the bottom of the seniority list at their new location and will be removed from the seniority list of their former location, but will retain fringe benefits eligibility based on their accrued continuous service....

(121) Employees displaced from their plant shall be assigned to any vacancies in the bargaining unit in equal or lower-rated labor grades....

(24) If a terminal or other department is closed, the company will transfer the employees of the closed department to jobs in other departments, if there are available jobs in other departments for which such employees are qualified.

In 54 agreements, the employee could transfer into a vacancy only at the convenience of the company; and in 35, on a worker's request:

(114) Any provisions of this contract to the contrary notwithstanding, the company, in order to provide stabilized employment, shall have the right to offer employees, who have exhausted their seniority rights within their bargaining unit, any available work within any of the bargaining units covered by this contract, if the plants in which employees are offered jobs are located within 50 miles of the plant from which he was laid off.

Group transfers. A group transfer occurs when management moves departments or complete units to another location and offers all or most of the affected employees the opportunity to move with the work. Group transfer arrangements were applicable in 71 contracts, covering 583,400 workers. Approximately 62 percent (44) of these arrangements were found in manufacturing. Group transfers were most prevalent in transportation equipment (15 agreements covering 307,500 workers) and transportation (11 agreements covering 98,700 workers).

Group transfers most often apply during a transfer of operations where there are relatively few competing workers already in similar jobs at the new location. Under many agreements, the decision to change the location of an operation obligates management to offer employment at the new facility to the former work force:

(115) When a branch, facility, division or operation is closed or partially closed and the work of the branch, facility, division or operation is transferred to another branch, facility, division or operation in whole or in part, an employee at the closed or partially closed down branch, facility, division or operation shall have the right to transfer to the branch, facility, division or operation into which the work was transferred.

Usually, the number of employees allowed to transfer is limited to the number needed in the new facility. Of course, many workers may not elect to move, so that even the allowable limit may not be reached. In many cases, employees transferring in groups carry their

full seniority to the receiving plant. This arrangement serves as an incentive to transfer since both benefits earned and competitive position are maintained:

(96) In the event that one store closes and is replaced by another store, all non-classified clerks in the closed store will have the right to go to the new store provided that such openings are available.

(122) When operations or departments are transferred from one plant to another existing plant of the corporation, employees on indefinite layoff as the result of the transfer, 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 provided they are able to do the work. Employees indefinitely laid off within 30 days of the completion of such a transfer or as a result of the transfer shall also be given the opportunity to transfer subject to the conditions contained herein.

When operations or departments are transferred from one plant to a new plant, 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 new plant and if the new plant is represented by the union, with their full seniority.

(108) If by reason of the obsolescence of a plant engaged in manufacturing operations or the inadequacy of the plant's capacity to meet the needs of its market or the destruction of a plant by fire, flood or similar cause, the company transfers the operations thereof to a new plant that it acquired for the purpose, it will offer work opportunity in the new plant to employees of the old plant in the number needed to perform the transferred operations in the new plant. Employees so transferred will carry with them the ranking for seniority they had in the old plant. The national agreement and appropriate local agreement and supplements will cover the new plant.

(123) In the event the company elects to permanently transfer operation(s) or jobs from one plant covered by this agreement to another plant covered by this agreement, an employee affected by such change shall have the right to transfer with the job(s) on a one-for-one basis (i.e. one person offered transfer rights for each job transferred). An "affected" employee shall be the employee working directly on the transferred job. No transfer election may be deferred beyond 15 days after the company's offer of transfer to the affected employee, and the transferred affected employee must report for work at the receiving plant no later than 45 days after the date of his positive election of the opportunity to transfer or all his rights in the instant transfer of work situation shall be deemed to be waived. Any transfer of employees resulting from this provision shall be on the basis that such employees are transferred with full service and seniority rights.

In a few cases, particularly in the auto industry, provisions are made for offsetting interplant transfers. Where there is a two-way transfer of jobs between plants, only the number of workers equal to the difference between the number of jobs are actually transferred. The following illustration also indicates group transfers may be made across national lines:

(91) Implementation of transfer rights...with respect to employees transferring between United States and Canadian plants shall be accomplished under the immigration laws of the United States and Canada.... If operations are concurrently transferred between two or more plants, the number of employees to be transferred from one plant shall be offset against the number to be transferred to that plant and only the difference, if any, shall be transferred....

Employee eligibility and qualifications

It is common for the interplant transfer provisions to restrict employee eligibility for transfer to those employees with a minimum length of service, or those who have served a waiting period, or those who are not eligible for retirement benefits. These and other restrictions help to assure that an employee's decision to transfer is more than a whim, and that the employee intends to remain in the company's employ. While the eligibility requirements mentioned above establish minimum standards for interplant transfer priority or consideration, those employees meeting the standards ordinarily must still compete with other applicants on the basis of individual characteristics such as skill and ability, seniority status, and physical fitness.

The various restrictions specified in the agreements are more likely to apply in some types of transfer situations than others. For example, in a given agreement, they may apply in layoffs and plant closings but not in involuntary transfers initiated by the company.

Minimum service requirements. Of the 552 agreements referring to interplant transfer, 138, or about 25 percent, required employees to have a minimum length of service, or seniority, to be eligible for transfer. About 70 percent of the clauses appeared in manufacturing agreements. Most interplant transfer provisions in the stone, clay, and glass, primary metals, and fabricated metal products industries contained this restriction.

Eligibility for transfer under such clauses may be viewed as one of the perquisites that come with longer service. Minimum service requirements may have various effects. They limit consideration for transfer to employees who have accrued benefit rights and who have a greater attachment to the company and are more likely to remain working at the new plant; they are one means of rationing scarce job opportunities; they reduce the company expense of processing applications; and they are a factor in laid-off workers' decisions. Eligibility requirements usually apply to transfer privileges following layoff and plant closings.

Although minimum service requirements occasionally ranged up to 10 years, most clauses allowed eligibility with 2 years of service or less (text table 11). The

Text table 11. Minimum service requirements, 1980-81

Requirement	Agreements	Workers (thousands)
Total referring to minimum service	138	1,226.9
Seniority status only	18	484.7
Less than 1 year	9	48.7
1 year	30	122.1
2 years	36	348.4
3 years	7	65.0
5 years	8	24.0
10 years	7	18.6
Varies	21	112.0
Other	2	3.1

27 clauses allowing transfer eligibility after less than a year's service included 18 that required only that the employee have seniority status. Such status usually is acquired upon successful completion of a 30-90-day probationary period. The other nine clauses established specific seniority or service requirements:

(124) If the transfer of major operations between plants or to a new plant results in the permanent termination of employees with seniority, the company will give preference to the application of a laid-off employe having seniority in a bargaining unit covered by this contract over applications of individuals who have not previously worked for the company for employment in a bargaining unit represented by the union to which the work is transferred, provided his previous experience in the company shows that he can qualify for the job....

(125) Any seniority employes as of the date of layoff, who have been laid off from either the Detroit Plant or from the Romulus Plant, due to lack of work, for a period of 6 weeks, may exercise their seniority at the other location. Such employes may replace Romulus Plant employes or Detroit Plant employes, as the case may be, with less seniority provided they are qualified to do the work....

Employes laid off from either the Detroit Plant or from the Romulus Plant, because of lack of work, may request to have their name placed on the preferential hiring list for the other plant. In such cases, employes may be hired at the other plant in preference to new employes, if work is available, and their seniority shall commence with the date of hire....

(126) When the company determines that it needs additional regular employees in a location where there are no laid off employees having reemployment rights, it will advise regular employees in other locations with 6 months or more seniority who are listed for layoff and former employees who have reemployment rights. Before hiring new regular employees, or reclassifying temporary employees, an opportunity to relocate will be accorded such employees and former employees who make their desires known, subject to [specified] conditions....

Most of the remaining provisions also established specific service requirements. The most common periods specified were one and two years. Provisions that allowed interplant bumping sometimes limited the transfers to displacement of short-service employees:

(127) An employee with two or more years' seniority laid off at any plant through reduction of forces, who desires employment at other plants in the bargaining unit and who has performed his job to the satisfaction of his plant may make application to such other plants and will be hired as a new employee in preference to persons without seniority in a bargaining unit plant, provided that prior to the time any such hiring occurs he has already satisfied the qualifications for new employees currently in effect at the hiring plant....

(105) At the time that their active employment ceases because of a mill closure, all employees with 5 or more years' service, at their request, may receive for 1 year thereafter, preferential consideration for employment openings at the company's Northwest pulp and paperboard operations.

(128) In the event of a plant closing, employees in sister plants of the employer within the jurisdiction of Locals No. 31 and No. 37 with less than 3 full years of seniority, and who were hired after May 7, 1972, may be displaced and their jobs filled by employees from the closed plants who have more than 10 years of seniority and the skill and ability to perform the work.

In a few agreements, provisions did not entirely exclude low seniority employees from consideration for transfer but indicated that employees with the requisite length of service would be given priority over those with less service:

(79) If an employe having five or more years of service is notified that he is to be laid off in accordance with his seniority, within his promotional series, the company will, prior to such layoff, offer employment in some other job classification covered by this agreement within the same Division or Zone, over employes who have less than five years of service, provided the employe is qualified.

Occasionally, a clause limited transfer privileges to workers hired before a specified date. This means that eligibility would become more and more restrictive until a more current date was negotiated:

(129) Employees with a seniority date of March 1, 1974 or thereafter shall not be entitled to any interplant displacement.

In 21 agreements, eligibility requirements varied, usually depending upon the nature of the transfer or the plant locations involved:

(130) For the purpose of job progression within the Service Construction and Supply Departments, a procedure shall be established whereby employees in a Job Bidding Area shall be given an opportunity to bid upon newly created positions or positions in which vacancies occur, within the Job Bidding Area.... Employees with less than 12 months' service with the company shall have no bidding rights....

...Employees who are to be laid off...may exercise their seniority in the following manner: A regular employee with 2 years' but less than 5 years' seniority shall have the right to claim a job within the same Job Bidding Area in the same or lower classification and which job is currently being filled by an employee having less seniority.

A regular employee with more than 5 years' seniority shall exercise the same rights to claim a job as set forth...above, except that rights may be exercised within the company.

(131) The employee laid off from the other plant shall (a) have two years or more of company continuous service to be eligible to transfer from Brackenridge to West Leechburg, or from West Leechburg to Brackenridge. To be eligible for all other transfers between plant locations covered by this basic agreement, an employee must have five years or more of company continuous service....

Waiting period. Sixty-one agreements, or 11 percent of those providing for interplant transfers, required employees to serve a waiting period before being considered for transfer. Nearly all these clauses were in manufacturing agreements and most applied to plant closing or other layoff situations. These provisions tend to discourage employees on short-term layoffs from submitting excessive numbers of transfer applications, as well as to encourage workers with marginal attachment to the company to find work elsewhere.

The waiting periods varied from a day or two to more than a year. However, almost half the provisions required a 60-day period:

	Agreements
Less than 30 days	9
30, less than 60 days	9
60 days	29
More than 60 days	6
Reasonable period	2
Varies	6

The Steelworkers union pattern for these restrictions was by far the most common. The typical clause cited as limiting factors minimum service and retirement eligibility, in addition to a waiting period. Under these provisions, the employee must have been on layoff the specified number of days (30 or 60) and, in addition, must have filed a transfer request which the company is not obliged to honor for 30 days:

(132) An employee of a P&M unit under this agreement on layoff from a plant at which the company has announced a permanent plant closing or an employee continuously on layoff for 30 days or more and who had 2 or more years of seniority on the date of layoff and who is not eligible for an immediate pension and social security shall be given priority over other applicants (new hires, including probationary employees) for job vacancies (other than temporary vacancies not to exceed 30 days) at other plants of the company located within a limited agreed upon geographical region (hereinafter related to as "region"), where P&M unit is represented by the United Steelworkers of America....

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. The employee must in person make himself available for an employment interview at such plants in order to be given such priority. The company may but shall not have the obligation to hire hereunder prior to the expiration of 30 days after the date of such filing.

Relatively few clauses required a waiting period greater than 60 days. Two provisions cited no specific duration but stated that laid-off workers would become eligible after a reasonable time:

(133) An employee...who has been on a scheduled layoff... from one of the bargaining units covered by this agreement for a continuous period of at least six months...may file an application for employment in any other bargaining unit covered by this agreement and will (subject to succeeding provisions...) be granted a preferential hiring right to a job opening in such other bargaining unit provided such employee possesses the necessary qualifications for employment in such other bargaining unit and further provided that another applicant for employment in such other bargaining unit does not possess measurably better qualifications for a specific job opening than such laid-off employee.

(134) An employee laid off in any reduction of forces who has maintained his company seniority and for whom no suitable work is available within the bargaining unit within a reasonable period of time shall be given preference for employment, if available, in other plants of the company covered by this agreement, if he so requests, such preference to be in order of company seniority....

Under six clauses, the waiting-period requirement varied with circumstances. Rarely, the waiting period applied to active employees following a transfer or promotion. Provisions of this type, which prevent frequent "job hopping," are more common in intraplant transfer provisions:

(135) Within same rated Basic Class of Work or from Basic Class of Work No. 2 to Basic Class of Work No. 1:

Employees shall become eligible to apply for transfer 18 months from date of award of present assignment. However, employees with less than 18 months on present assignment may submit bids. Such requests will be considered when there are no eligible bids received, subject to the mutual consent of Local Management and the Local Business Manager involved.

Between rated Basic Classes of Work: Employees shall become eligible to apply for transfer following 30 months on initial assignment in a rated Basic Class of Work or 18 months from date of award of a subse-

quent assignment in a rated Basic Class of Work. Employees in Basic Class of Work No. 2, when eligible, may apply only for Central Office, Local Test and Toll Test vacancies.

To rated Basic Classes of Work: An employee shall become eligible to apply for transfer following 12 months on present assignment. This restriction will not apply to employees who met the requirements for rated Basic Classes of Work on date of employment....

Imminent recall. A laid-off employee may become eligible for an interplant transfer priority at a time when the company plans to recall him or her to work. To avoid the possibility of a disruptive transfer, Steelworker agreements often provided that the company need not honor the application of an employee whose recall is imminent:

(136) ...It is recognized that there are circumstances under which it is impractical to afford such priority to an applicant because of the imminence of 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....

Eligibility for retirement. Under 43 of the 552 interplant transfer provisions, employees who were eligible for immediate retirement were not eligible for transfer priorities. Such provisions may help increase job opportunities for younger workers and may save the company the expense of transferring and training workers soon to retire. The provisions, however, did not actually prohibit transfer of potential retirees; they only indicated that the workers would receive no preference over new applicants.

Agreements negotiated by the Steelworkers commonly excluded employees eligible for both company and social security retirement benefits from priority within agreed upon regions. A few clauses negotiated by other unions were more restrictive, allowing no preferential treatment to employees eligible for either a pension or social security benefits:

(137) An employee of a steel plant continuously on layoff for 60 days or more who had 2 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 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....

(138) In the event the company elects to move its operation or a major portion thereof, from Lock Haven, Pennsylvania, to a new plant then employees who, as a result of such transfer operations, are on continuous layoff for 60 days or more and who have 5 or more years of continuous service as of the date of their layoff and who are further not eligible for immediate pension or social security shall be given priority over new hires for job vacancies for 12 months after production begins at the new plant.

For transfers between regions, the Steelworker's pattern allowed transfer eligibility only if the employee did not qualify for a pension and was under 60 years old:

(139) 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 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 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 permanent shutdown of a plant, department, or subdivision thereof....

Only one clause in the agreements examined placed an upper age limit on transfer eligibility, unrelated to retirement benefits. Unlike the retirement clauses, it permitted eligible workers to displace junior workers at other plants:

(87) Any employee in any bargaining unit listed in Exhibit 1, 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 September 21, 1964, at any other bargaining unit listed in Exhibit 1....

Seniority. In 303 (55 percent) of the 552 interplant transfer provisions, covering 56 percent of the workers, seniority was a factor in determining employees' interplant transfer rights or priorities (table 7).[15] The weight accorded seniority varied. Most clauses required consideration of skill and ability or other factors.

Under 55 clauses, seniority was the only factor mentioned, except for unit restrictions. Such restrictions usually allowed transfer only within narrow classifications, or to lower rated jobs. Some clauses permitted bumping of junior employees at other plants:

(140) Any regular full-time employee, having more than 12 months' seniority, who has been laid off shall have the right to bump an employee with less seniority within the same or a lower wage progression schedule, subject to the following limitations:

Employees having 5 years' seniority or less, may exercise their option within the same area where the force adjustment is made.

[15] The seniority factor differs from a minimum service requirement in that employees who satisfy the service requirement must still compete on the basis of seniority for interplant transfer opportunities.

Employees with more than 5 years' seniority may exercise their option throughout the company.

(141) In the process of a layoff within job classification of meat department manager due to closed-out stores, meat department managers shall not exercise their seniority over one another. However, a meat department manager of a closed-out store, regardless of his length of service, shall have the right to displace the junior head meat cutter or the junior meat cutter.

In layoffs due to lack of work, the full time employee, within his classification and within a mutually agreed upon geographical area, shall have the right to displace the junior employee (based on total company seniority...) within said area, and within said classification.

Under many of the remaining 248 provisions, seniority was given primary consideration. It was sufficient only that the senior employee be qualified:

(91) ...If the necessity to transfer arises from the need for the special skills or abilities of employees, the corporation shall, prior to transferring employees, canvass the qualified employees in the department from which the transfer will be made and shall give preference to the senior qualified employee, if any, who volunteers for such assignment....

(26) The employer recognizes the principle of seniority as being one in which the movement of an employee from one job to another or from one location to another through promotion, demotion, layoff, recall after layoff, or permanent transfer, shall be governed by the length of service of the employee, and in connection with such movement the employer may take into consideration as to each employee involved his ability to perform the work.

Some provisions, however, assigned a secondary role to seniority. Seniority was to be considered only if the other qualifications of applicants were relatively equal. This, of course, meant preference could be given to a particularly well-qualified worker regardless of seniority:

(142) In the event there is no qualified applicant within the station in which the vacancy occurs, applicants from units in other power stations shall be considered in the order of their company seniority; and if there be no qualified applicants in any power station unit, applicants from other units shall be considered and company seniority shall be the determining factor where abilities and qualifications are satisfactory and relatively equal.

Interplant transfers for company convenience are often involuntary, and may be to jobs or units considered relatively undesirable by employees. The company may call for qualified volunteers, but if none are forthcoming, it may select an employee. Under a few agreements, the selection is made on the basis of least seniority:

(38) In the event that it is necessary to transfer an employee out of a District Manager's district, the least senior employee shall be transferred, unless such employee is unable to perform the work in the job for which the transfer is being made.

Qualifications. "Qualifications" were a factor in consideration for interplant transfer under 315 agreements, or 57 percent of the total. The term is quite broad. Consequently, unless further defined, it may include qualifying factors already discussed, although its most common usage seems to be as a synonym for skill and ability.[16] For purposes of this study, qualifications have been defined to include skill, ability and experience, but not physical fitness, which is classified separately.

Most often, provisions (189) requiring the employee to be able to perform the work at the other plant were found. This criterion may be narrowly interpreted as the ability to step into the job and do it satisfactorily without further training:

(128) In the event of a plant closing, employees in the sister plants of the employer within the jurisdiction of Locals No. 31 and No. 37 with less than 3 full years of seniority, and who were hired after May 7, 1972, may be displaced and their jobs filled by employees from the closed plants who have more than 10 years of seniority and the skill and ability to perform the work.

(143) If a full time employee due to be laid off desires to retain regular employment... the union and the company by mutual agreement may place the employee in the local union area on a job the employee due for layoff has the ability to perform....

In 105 agreements, the worker was required to be "qualified" without reference to whether qualified meant ability to do the work or to learn the work:

(144) ...No new regular employees shall be hired by the company in a classification at any office or station within two years from the date of the layoff unless and until each employee who has been on layoff for not more than two years, and who is eligible and qualified for such reemployment, shall have been offered reemployment either at the office or station from which he was laid off or at another office or station....

(85) In the event an employer or agent has a job vacancy in a building where there are no qualified employees on layoff status, the employer or agent may use its best efforts to fill the job vacancy from qualified employees of the employer or agent who are on layoff status from other buildings.

Only a handful of agreements specified that the employees transferring must be qualified to learn the job. Possibly because many jobs require a brief familiarization period, the distinction between able to do and able

[16] Where physical fitness, seniority, or other factors have been specified as separate qualifications, they have been included in their sections.

to learn the job was slight. One agreement clearly indicated the qualifying factors and a specific trial period:

(145) In filling a vacancy, the qualifications to be considered are:

1. Performance in the present classification.
2. Knowledge of the job which is being filled.
3. Experience in types of work related to the job being filled.
4. Physical fitness.

When qualifications are sufficient, company seniority shall prevail. When seniority is equal by days and qualifications are sufficient, a coin will be flipped to determine the successful applicant. The selected employee shall be given 90 actual work days to demonstrate the above requirements.

(146) ...Any employee who transfers from one seniority list or bargaining unit to another at his own request will...be on trial (for 6 months) to demonstrate his qualifications and abilities for the work in his new classification...

Fourteen agreements indicated that the worker must be able either to do the job or learn the job. The clauses reflect the fact that workers may be assigned jobs with which they are not familiar. The provisions were found mostly in the meatpacking and primary metals industries. Under steel agreements, the transferee had to have the ability to advance in promotional sequence:

(147) In the case of manning new facilities, transfers from one agreed-upon seniority area to another and transfer from one plant to another, the parties have agreed in specific provisions of the seniority section of the basic agreement that an employee may be required to have the ability to progress. To the extent that such a requirement is applicable, the parties agree that an employee may be tested as an aid in determining whether he can qualify for the job he is seeking and, in addition, is likely to become qualified to perform the next higher job in the line of progression or promotional sequence. Such testing shall be job related as described above and specifically directed toward measuring the actual knowledge or ability that is a prerequisite to becoming satisfactorily qualified on the next higher job in the line of progression or promotional sequence, taking into consideration the normal experience acquired by employees in such promotional sequence.

(148) In the case of manning new facilities, transfers from one agreed-upon seniority area to another and transfers from one plant to another, the parties have agreed in specific provisions of the seniority article of the agreement that an employee may be required to have the ability to progress. To the extent that such a requirement is applicable, the parties agree that an employee may be tested as an aid in determining whether he can qualify for the job he is seeking and, in addition, is likely to become qualified to perform the next higher job in the line of progression or promotional sequence. Such testing shall be job-related as described above and specifically directed toward measuring the actual knowledge or ability that is a prerequisite to becoming satisfactorily qualified on the next higher job in the line of progression or promotional sequence, taking into consideration the normal experience acquired by employees in such promotional sequence.

(149) ...Any eligible employee...who...can be reasonably expected to perform the job to which he is or will be assigned at the receiving plant...and who has the ability to do the job or to learn the job available 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....

One clause allowed a brief training period for workers assigned to vacancies, but required workers who bump junior employees to do the job with little supervision:

(150) ...Such transferred employees who are assigned to vacancies in the new classification must be qualified to perform the work with a minimum amount of training. When such transferred employees displace employees with less seniority in the new classification, the transferred employees must be qualified to perform the work with a minimum amount of supervision.

Physical fitness. Physical fitness was a factor in 67 of the 552 interplant transfer clauses. The provisions covered more than one-quarter of the workers and were found most often in agreements in primary metals and meatpacking, industries where many jobs are physically demanding. Clauses in both industries usually indicated that the transferring employee would not be required to meet higher physical standards than he or she had met before:

(151) An eligible employee is one who is physically fit (provided no employee shall be disqualified by reason of any physical condition which has not disqualified him from work at the plant at which he is employed, and if it can be reasonably expected that such employee can perform the job or jobs to which such employee is entitled at the new plant)....

(152) ...An employee who is otherwise eligible for employment shall not be required to meet higher medical qualifications at another plant than would have been required of him upon recall at his home plant.

Most other provisions indicated only that the employee be physically qualified to do the job. A few specifically mentioned that the prospective transferree must take a physical examination:

(153) In all cases where no applicants apply or are accepted for a posting, or where openings occur in Labor Grades 4 or below, the company will offer these open jobs to employees on layoff from all plants who are qualified physically and otherwise to perform the work.

(111) Upon acceptance of a job opening the former employee shall be informed of the arrangements for his physical examination.

Where possible, pre-employment physical examinations will be given in the general area of the plant being closed. The physical examination will be the same as that given to employees being recalled from layoff.

If he passes the physical examination he will be notified by telephone or telegram as to the date and time he is to report for work. He will be granted a reasonable period of time in which to report for work but not to exceed 7 calendar days from the date of such notification.

One provision indicated the company would consider the health needs of employees in making selections for involuntary transfer:

(154) In the case of involuntary permanent transfers from one city to another to meet company requirements, the company will take into consideration the following factors in the order in which they are set forth:

(1) Qualifications for the job to be filled and the extent to which the possible transferee can be spared from the job that will be vacated by the employee's transfer.

(2) Health requirements of the possible transferee together with health requirements of the employee's immediate family.

(3) After giving effect to the foregoing factors the employee of least seniority to be the first selected for the transfer.

Effect of failure to perform work satisfactorily

An employee who transfers to a different plant is likely to be assigned to unfamiliar work. Occasionally, such an employee is unable to perform the work satisfactorily within the trial or familiarization period allowed. The question then arises as to what to do with the worker. An answer was provided in 61 of the 552 interplant transfer provisions, or about 11 percent, covering a similar proportion of workers.

Perhaps surprisingly, 43 agreements stipulated that the worker would be returned to his or her former job or unit. This, of course, would not be possible if the employee's former plant were closed, or if the job had been eliminated. A few of the contracts established penalties, such as ineligibility to bid for a given period:

(153) Any employee selected for a new assignment under the provisions of this article, may be allowed up to 30 work days in which to qualify. In the event the employee is unable to qualify, he will be entitled to return to his former classification, but will not be eligible to bid on further vacancies for a period of 60 days from the effective date of his return to his former classification.

(155) If, after a promotion, an employee is found to be unsuited for the duties of his new position, he shall return to his former job without loss of seniority.

(156) All job vacancies shall be filled from the present personnel of the company whenever possible. At the time of selection, an employee shall be qualified to perform the duties of the job classification for which he is selected. However, he shall be given a reasonable time, not exceeding 30 working days, in which to acquaint himself with the new job or location and prove his ability to handle the job satisfactorily. Should an employee during such trial period fail to satisfactorily carry out the duties and responsibilities of the new job, he shall be returned to his former job without loss of seniority....

Under seven additional clauses, the employee was not returned to his previous job but was to be reassigned to other available work:

(76) ...When an employe receives a job according to the interplant bid system and fails to qualify, he shall be returned to the plant from which he bid and utilized within that plant, providing the period of time is not more than 30 days.

The remaining provisions stated that workers who failed to perform adequately would be subject to layoff. (In practice, workers also may be laid off under other types of provisions if appropriate work cannot be found for them):

(157) ...Should any such employee fail to perform the work to which he is assigned as the result of his interplant transfer in a reasonably efficient manner he shall then be subject to immediate layoff at such other plant. Reasonably efficient manner as used herein means that the employee will be able to, within a reasonable period of time not to exceed two weeks, produce work that meets the quality and quantity standards normal to the job....

Duration of transfer rights

Transfer arrangements may limit the time in which the employee may transfer. Such time periods usually are long enough to allow the employee to weigh the advantages and disadvantages of a move. Under some clauses, the employee may have to take some positive action, such as applying to the company; under other clauses the employee may be granted automatic consideration.

Once the decision is made to transfer, the agreement may have a further period in which a transfer arrangement is applicable. Where bumping or bidding into a vacancy is the method of transfer, time limits may be unimportant since transfers can be accomplished within a short time. Where other arrangements are used as a result of layoffs, plant closings, or opening new plants, more time may be needed to locate a new job.

In 87 agreements, covering 846,700 employees, transfer rights were applicable for a specific period (text table 12). An extension of the time period of a transfer could be provided to the employee:

(158) A displaced employee from any plant covered by this agreement, who desires employment at any Dana facility, may make written application and will be giv-

Text table 12. Duration of interplant transfer rights, 1980–81

Duration	Agreements	Workers (thousands)
Total having duration provisions	87	846.7
Duration:		
Less than 1 month	8	27.8
1 month	6	23.9
2 months	1	1.3
3 months	3	5.4
6 months	6	26.0
10 months	1	2.1
12 months	26	150.2
15 months	1	3.8
18 months	3	10.3
24 months	10	475.6
30 months	1	8.7
36 months	13	60.0
Varied duration	6	47.2
Other	2	4.3

en preference along with laid off employees from other Dana facilities, over new applicants and will be considered on the basis of date of application provided the employee is qualified and is available for work.

Applications filed by displaced employees will be considered valid for a 3-calendar month period. An applicant must re-affirm in writing his continuing availability for work prior to the end of each 3-month period.

(110) When new facilities are to be manned...the local parties shall meet and may establish, in appropriate circumstances, rules for allowing an employee not placed initially, a second opportunity to elect transfer to the new facility consistent with its efficient operation. In establishing such rules, the local parties shall consider matters such as:

(a) The job level in the line of progression in the new unit up to which an employee will be allowed a second opportunity to elect transfer.

(b) The continuous service date to be established for such employee in the new unit.

(c) The date on which the second opportunity must be exercised following start-up of the new facility, but not more than three years thereafter. (In determining such date, the parties shall give due consideration to possible management abandonment of the old facility or an extended period of its nonuse.)

(159) An employee with 1 year or more of seniority who is terminated because of a permanent reduction in the working forces shall, within 30 days after the date of his termination, make application to the personnel department of the plant 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 which he is qualified for a period of 1 year subsequent to the date of his termination but may extend this period for a 2nd year by requesting such extension at the personnel department of the plant where he was formerly employed within 90 days prior to the end of the 1st year following his termination, and for a 3rd year by giving similar notice within 90 days prior to the end of the 2nd year following his termination.

Effect of refusal to transfer

An employee who is offered a transfer to a different plant may not accept it, or occasionally, may accept the offer but later change his or her mind. Of the 552 agreements that dealt with interplant transfers, 192 (covering almost 1.6 million workers) referred to the effect, if any, refusal of a transfer would have on an employee's job status, benefits, or both.

Under 34 agreements, employees had the right to refuse a transfer with no apparent effect:

(160) No employee shall be permanently transferred from one plant to another unless a vacancy exists in the plant to which he is transferred which cannot be filled by a qualified employee at that plant. In the case of a permanent closing of a factory, however, this provision does not apply. An employee has the right to refuse a permanent transfer from one plant to another.

(78) Transfer of employees to other cities outside of the counties in which they are employed, shall not be compulsory, nor shall any employee be penalized for failure to accept such transfer.

Requests for transfers, within the union's territorial jurisdiction, so an employee may work nearer his home will be given proper consideration, and will not be refused arbitrarily. Similarly, an employee will not be arbitrarily or capriciously transferred.

No employee shall be required to accept a permanent transfer outside the jurisdiction of this local union unless approved by the union.

(161) Job opportunities with the company at a relocated operation will also be discussed with employees whose jobs at the Indianapolis-based location are eliminated as a result of the relocation. However, it is agreed that the offering and acceptance of jobs at a relocated operation will in no way affect any labor agreement which may be in effect at that location. The refusal of an employee to accept the offer of a job at a relocated operation will not affect his rights under the provision of this article.

Relatively rare, clauses in 10 agreements allowed refusal to transfer under specified conditions. An employee, for example, could refuse transfers outside certain boundaries, or could refuse the first but not subsequent offers:

(162) When an employee is requested by the Laboratories to change his work location which involves a change in residence, the Laboratories will discuss with him in advance the expenses which will be allowed. In this connection, an employee shall be reimbursed for reasonable expenses which are approved in advance. The

employee may refuse the transfer within one week if he finds the allowable expenses are not satisfactory.

In 110 agreements, the refusal to transfer had an effect on the employee's job status. These included many circumstances under which the worker would be laid off:

(163) Refusal of an employee to voluntarily transfer from one job to another or from one location to another shall not deprive such employee of future opportunities for advancement. In the event however, that an employee refuses a transfer offered for the purpose of maintaining continuity of employment, or in accord with (least seniority), such employee may then be laid off in accord with his seniority status.

(164) When the transfer of an employee to a different store becomes necessary due to a reduction in hours, the employer will assign employees to the store with hours available, requiring the lesser travel time from the employee's home. Notwithstanding the above, said employee shall have the right to refuse such transfer and accept uncontested layoff without loss of seniority.

In the event an employee is permanently transferred to another store he will receive at least 1 week's notice of such transfer. The employee may refuse the transfer if the employee is not given the one week's notice.

The penalty could be somewhat more severe. Some clauses indicated the employee would be ineligible for transfer to certain plants, or for a certain time:

(165) An employee who signified his desire but who rejects consideration for, or an offer of employment under this provision shall thereafter be ineligible for an inter-plant transfer for the period of that layoff and his name shall be removed from the interplant transfer list.

(127) ...An employee who has made application...will be notified by the hiring plant when there is a job opening he is qualified to fill. Within 7 days after receipt of such notice, the employee must advise the hiring plant whether or not he will accept the offer of employment. If he turns down the offer or accepts and does not report for work within a 15 day period after receipt of such notice, he will forfeit his right to employment at such plant thereafter.

The most serious penalty for failure to accept transfer was loss of seniority rights. Since seniority establishes job rights, loss of seniority meant that the employer had the right to terminate the worker's employment:

(166) An employee's seniority shall be terminated if he... refuses, as an alternative to being laid off, to accept work in his classification in another store within the seniority area; (or) refuses, after having been laid off, to accept work in his job classification in any store in the seniority area....

(10) An employee's seniority shall be broken if he... refuses as an alternative to being laid off to accept a reasonable job opportunity in another store in the collective bargaining area.

Loss of employee benefits was cited in 18 agreements. Under most, the refusal to transfer would result in cancellation of supplementary unemployment benefits or separation allowances, on the premise that the worker's refusal to transfer made his or her layoff or termination voluntary. A few agreements terminated the employee's red-circle rate differential upon refusal to transfer:

(124) ...Employees who refuse such offers of available work or displacement of probationary employees shall not, by such refusal, lose their seniority recall rights, but shall not be eligible for Supplemental Unemployment Benefits.

(107) An employee on maintenance of rate status will be offered a job in his previous classification as soon as the opening occurs anywhere in the company. This offer will be made on the basis of seniority and qualifications. If the employee refuses to accept such job, his rate of pay shall be immediately reduced to the wage rate for the work he is then performing.

Some agreements varied the treatment with conditions. A refusal, under some conditions, might result in loss of both status and benefits:

(120) No termination allowance shall be due any eligible employee who fails or refuses to accept an offered comparable job assignment within the same headquarters location area without good and sufficient cause demonstrated.

If such offer for transfer be made when the employee is receiving termination allowance payments, such payments will thereupon be discontinued. Employees who disqualify themselves for termination allowances by refusal of available transfer opportunities will be treated as waiving all further rights to re-employment and to eligibility for or continuation of termination allowance payments.

Eligible employees may refuse to accept an offer of a comparable job assignment in some other headquarters location area without loss of termination allowance. However, upon such refusal, they will be treated as waiving all further rights to re-employment with the company as otherwise provided in this agreement.

Seniority status in the new plant

Because seniority status is usually significant in promotion, protection from layoff, shift preference, and other benefits, it is advantageous for transferring workers to carry their full seniority to the receiving plant. Workers with low seniority already at the plant, however, may be placed at a disadvantage. The parties to agreements commonly negotiate seniority rules addressing this possible conflict of interest.

About half (272) of the 552 agreements citing interplant transfers, covering 64 percent of the workers, referred to the seniority status of employees following

transfer. Clauses appeared in 63 percent of manufacturing agreements and only 35 percent of nonmanufacturing contracts (table 8). The low figure in nonmanufacturing is, in part, attributable to a lack of provisions in the communications industry. Most telephone agreements do not refer to seniority following transfer, possibly because "net credited service" applies company-wide, both within and between plants.

Under 95 contracts, covering 632,100 workers, full seniority was carried over to the new plant; the clauses were about equally divided between manufacturing and nonmanufacturing. Transfer of full seniority is probably the most practical arrangement under agreements allowing interplant bumping of junior employees. Rarely, seniority carried over in a transfer to a different company:

(76) Employes, who have seniority, as of the date of layoff, and who have been laid off from their respective plant due to lack of work, for a period of 6 weeks, may exercise their seniority at either one of the other locations in the labor or production classification. Such employes may replace the most junior employes at either one of the other plants, as the case may be, provided they are qualified to do the work.... Employes so assigned shall have their seniority transferred to the other plant and shall be considered employes of that plant.

(167) In all instances involving termination of seniority and employment, the employer shall be required to notify the union office within 24 hours of any determination involving termination of seniority and employment. In the event of the sale or merger of any company covered by this agreement or the transfer of an employee to another company covered by this agreement, the employee shall retain full seniority.

Nearly as many provisions (86) dated seniority only from the time of entry into the new plant. In terms of competitive status, the transferees were the same as new employees, although seniority for pensions, vacations, separation pay and other benefits almost always carried forward. The clauses were much more common in manufacturing than nonmanufacturing. They appeared most frequently in Steelworker agreements, particularly in primary metals. Unlike most other unions' provisions, Steelworker clauses usually waived the probationary period for transferees:

(168) An employee laid off from one plant who is offered and who accepts a job at another plant...will be considered as a new employee at that plant for all purposes except that the (probationary period) 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 60 days....

(169) The company agrees that no employee of the company will be allowed to transfer into any other plant of this employer and retain his seniority.

Many of the clauses that disallowed transfer of competitive or unit seniority made it clear that benefit seniority, or credited service, would be carried to the new plant. Benefit seniority, of course, does not involve the competition for jobs that makes transfer of competitive seniority controversial:

(170) Employees transferred to another plant covered by this contract will retain their credited length of service for pension and vacation benefits. Seniority at the plant transferred to will commence as of the date of hire at that plant.

(105) At the time that their active employment ceases because of a mill closure, all employees with 5 or more years' service, at their request, may receive for 1 year thereafter, preferential consideration for employment openings at the company's Northwest pulp and paperboard operations.... Employees who are transferred during this 1 year period will retain company seniority for vacations, holidays, and pensions, but will have no job seniority at the new location.

(110) 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, in any other of the company's divisions. The employee shall have the option of either accepting such new employment or requesting his severance allowance. If the employee accepts such other employment, his continuous service record shall be deemed to have commenced as of the date of transfer, except that for the purpose of severance allowance under this section and for vacations his previous continuous service record shall be maintained and not be deemed to have been broken by the transfer.

Provisions in 21 contracts allowed transferees partial or modified seniority. These were in the nature of compromises between the interests of transferees and those of the workers already employed at the receiving plants. A few contracts set a common seniority date for transferees with longer service. Seniority credit prior to that date was lost. Shorter service employees carried forward full seniority. One contract established a "mid-position" rule, which similarly limited the competitive seniority of workers with longer service:

(87) 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.

(86) The company shall have the right with the consent of an employee and the two local unions involved to transfer an employee from one plant or plants in a city area to another plant or plants in a different city area. Such employee shall upon transfer assume the mid-position in the seniority unit he enters, provided such mid-position is not higher than the seniority he holds in the unit from which he has been transferred, in which latter case he will take the position on the seniority list to which his accrued seniority entitles him...

Fourteen agreements permitted transfer of full seniority, but restricted or delayed exercise of seniority for

specified purposes. For example, the transferred employee might be barred, at least for a time, from applying seniority accrued at previous work locations in layoffs:

(171) If any person is transferred from any plant or facility operated by the Pratt & Whitney Aircraft Group...or by the Power Systems Division into the bargaining unit covered by this agreement... his or her seniority in the bargaining unit shall include his or her total length of continuous service with the Pratt & Whitney Aircraft Group or Power Systems Division except as provided (below).

For the purposes of layoff only, an employee transferred from one noninterchangeable occupational group or from one seniority area to another shall have his seniority transferred to the noninterchangeable occupational group or seniority area to which he is transferred 60 calendar days after the date on which the transfer becomes effective.

(172) ...When an employee is transferred by the employer from another area, the transferred employee shall retain all seniority rights with the employer and shall be entitled to exercise such rights with respect to lay-off and rehire only from the date of transfer.

Six other agreements delayed transfer of seniority to the new plant until passage of a specific time. Such clauses in effect banned the use of seniority in competitive situations until the employee was well established at the receiving plant. During the interim, the employee usually retained previously earned seniority at his or her former plant, and accrued seniority at the new plant from the date of transfer. One clause accorded full seniority only to workers with a specified seniority at the time of transfer:

(78) ...Where an employee is transferred by the employer to such area from another area, the transferred employee shall retain all seniority rights with the employer but shall not be entitled to exercise such rights with respect to layoff, recall or promotion until the expiration of 6 months after the date of transfer, at which time his seniority shall be based upon the first day of employment by the employer regardless of area. However, during such period of 6 months the transferred employee shall accrue seniority rights in the new area from the date of transfer and shall retain all seniority rights with respect to layoff, recall and promotion in the area from which he was transferred; provided, however, that for the affected employees in the Lake Tahoe Basin and Truckee area, the 6 month periods hereinabove provided shall be extended to 8 months.

(173) Seniority of an employee who transfers from one Division or District Crew to another Division or District Crew in the same classification within the same line of progression as the job from which he was transferred shall continue to accumulate seniority at the Division or District Crew from which he was transferred until he has been employed at the new Division or District Crew for a period of 2 years, at which time his full seniority record shall be transferred to that Division or District Crew. During these 2 years after transfer the employee may exercise his seniority rights at the Division or District Crew from which he has been transferred.

(142) Except as modified (elsewhere), credit for seniority in previous units shall become effective in the new unit on an annual cumulative basis, year for year during the first five year period or part thereof in the new unit; i.e., at the end of the first year of employment in the new unit, the employee shall be credited with seniority from the previous unit up to one year, and at the end of his second year of employment in the new unit, he shall be credited with seniority up to two years from the previous unit, and so on until he has been credited with all the seniority from his previous unit up to five years. If the employee possessed more than five year's seniority prior to his transfer, he shall, at the end of the five years in the new unit, be credited with all the seniority from his previous unit.

Occasionally, the receiving plant credited incoming workers only with seniority that had been earned during previous service at that plant:

(174) An employee transferring from one plant to the other, as a result of a bid or to avoid layoff, shall thereafter be credited for plant seniority purposes with actual time previously spent in the other plant, if any, since the date of his most recent hire. Otherwise, his plant seniority date shall be the date of transfer.

(175) Permanent transfers of employees from one department or plant to another department or plant will only be made by mutual consent of the employee affected and the company. Such transferred employees shall retain their seniority in the department transferred from; but shall begin in the department transferred to as junior employees, except where such employees already had accumulated seniority.

Under 39 agreements, the treatment of seniority varied with the reason for transfer. The provisions, found mostly in manufacturing, covered about 39 percent of all workers subject to interplant seniority clauses. The high proportion of workers was due to the inclusion of large agreements of automobile companies. Employees transferred at company convenience, or with their operations, were more likely to be granted full seniority than employees transferred for other reasons:

(176) If an employee is transferred with his job to another branch within the same company and within the area covered by this agreement, he shall retain all seniority rights. If an employee is transferred without his job to another branch within the same company and within the area covered by this agreement, the seniority rights of the employee will be determined by the employer and the union before the transfer is consummated.

(143) Seniority for all employees shall be on a store basis only regardless of the legal entity of the company, with no right of the employee under any condition to de-

Text table 13. Maintenance of income provisions in interplant transfer clauses, 1980–81

(Workers in thousands)

Provision	All industries		Manufacturing		Nonmanufacturing[1]	
	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total having income maintenance provisions ..	102	1,046.2	29	489.6	73	556.5
Providing:						
Wage rate of new job	39	591.6	17	430.2	22	161.4
Wage rate of former job:						
Specified period	16	169.5	2	3.5	14	166.0
Red circle	16	54.7	1	1.3	15	53.5
Protection of former rate	10	60.7	3	18.9	7	41.8
Progression to rate of new job	2	26.4	1	23.4	1	3.0
Other[2]	19	143.1	5	12.3	14	130.8

[1] Excludes railroad and airline industries.

[2] Includes 11 agreements that vary the income protection depending upon the reason for the transfer.

mand movement between affiliated stores. The only exceptions to the above shall be:

1. If the employer shall request the employee to transfer to another store and the employee agrees to the transfer, then the employee shall retain his seniority but only in the receiving store.

2. If the employee shall request a transfer to another store, and if the employer agrees to said transfer, then the employee shall retain, in the receiving store only, seniority as to wage rates and vacation.

(163) Employees transferred from one exchange or division to another will retain company seniority based on service. However, such employees for an initial period of 6 months may not exercise their seniority for preference in choice of vacation periods or working hours, except employees involuntarily transferred.

Agreements in the trucking industry with the Teamsters union usually varied the handling of seniority according to whether work at a closed terminal was transferred or not. The trucking clauses were well detailed:

(177) When branches, terminals, divisions or operations (hereinafter "terminal(s)") are closed or partially closed and the work of such terminal(s) is transferred, in whole or in part, to another terminal(s) the active employees (excluding those employees on letter of layoff) at the closed or partially closed terminal(s) shall have the right to bid into a master seniority roster (road or city) comprised of bidders from the active seniority rosters of closed or partially closed terminal(s) in the order of their continuous classification (road or city) seniority... Employees shall bid from the combined master seniority roster into openings at the terminal(s) into which work is being transferred. Employees so transferring shall be "dovetailed" into the appropriate active seniority roster at the new terminal(s) in the order of their continuous classification seniority.... When a terminal(s) is closed and the work of such terminal(s) is eliminated, employees who are laid off thereby shall be given first opportunity for available regular employment at any other terminal(s) of the employer within the area of the Supplemental Agreement where such employee was employed.... Any employee accepting such offer shall pay his own moving expenses. If hired, he shall go to the bottom of the seniority board for bidding and layoff purposes, but shall retain company seniority for fringe benefits only.

When a new terminal(s) is opened (except as a replacement for existing operations or a new division in a locality where there are existing operations), the employer shall offer to those employees if any, affected thereby the opportunity to transfer to regular positions in the new terminal(s) in the order of such employee's continuous classification (road or city) seniority date as defined herein. Upon arrival at such new location, such employees shall be "dovetailed" with their continuous classification (road or city) seniority date together with other employees so transferring.

Wages in the new plant

Transfer to a different plant often involves a change of pay rate, since many transfers are promotions while others (as transfers to avoid layoff) are likely to be downgrades. Even lateral transfers sometimes involve a pay change. The effect on an employee's earnings can be either an incentive or a deterrent to transfer. If, for example, the parties wish to encourage transfers stemming from layoff, they may agree to protect the transferees' previous wage rates.

Most interplant transfer provisions, however, made no reference to earnings levels. Only 102 agreements (18 percent), covering 1.0 million workers (31 percent) specified transferee earnings (text table 13). It is probable that transferees working under agreements that were silent on the subject usually were paid only the regular rate for their job. This arrangement was also true under 39 of the agreements that did cite pay levels. Some of the agreements with progression pay systems, however, allowed the workers the top regular job rate. Others varied the rate according to the worker's experience:

(178) ...If reduction in the work force or regression would result in a wage decrease for some employes, these

employes may accept a layoff instead of such decrease. However, if an employe accepts a lower classification, the employe shall receive the maximum of the rate range for that lower classification.

(76) Any employe receiving a job from a want ad or bump shall receive his previous rate of pay until the next pay period, providing he is upgraded. If he is downgraded, he shall receive the rate of the classification he is downgraded to. However, any employe who has been placed on a classification and meets the production standards by the end of this shift on Wednesday shall receive the rate of the classification for that week.

(75) Employees who so elect to be transferred to the new plant will receive the corresponding wage rate of the job classification to which they are assigned at the new plant for 15 days after which they will receive the top rate of such classification. If such employees received the top rate for the same job classification at the old plant or the top rate of a higher-paid classification to which they are assigned at the new plant without a breaking-in period, they shall receive the top rate of pay for such classification at the new location.

(179) Employees "bidding in" to a job in another occupational group shall receive the entering rate for that job unless they possess related experience or knowledge of the new work. In such cases, they shall be placed on the wage progression schedule at the wage step commensurate with their experience or knowledge. An employee with more than six months experience shall transfer at the second step unless qualified for a higher rate as described above. If employees have actually worked in the new classification, they shall be given credit for the days worked and their wage progression date adjusted accordingly.

Old rate maintained for specific period. Under a number of provisions, transferees assigned to lower level jobs would be paid at their old pay rates for a specific period. At that time, pay would drop to the regular rate for the assigned position. Some telephone agreements varied the duration of the maintained rate with length of service and reduced the differential stages:

(135) When transferring is to a reporting headquarters with lower wage zone, no change in wage rate shall be made for 4 consecutive weeks following date of transfer. Wage rate shall then be adjusted to conform to wage zone of new reporting headquarters applicable to the kind of work to which assigned.

(180) If, because of force surplus adjustments, employees are assigned to vacancies where the rate of pay of the new job is less than the current rate of the employee's regular job, the rate of pay will be reduced over a period of time based on the employee's length of service. The reductions in pay are effective at periods following reassignment as shown below and are based on the difference in rates for the old and new jobs.

0–10 Years

Weeks 1 through 4	– No reduction
Weeks 5 through 8	– 1/3 reduction
Weeks 9 through 12	– 2/3 reduction
Weeks 13 and thereafter	– Full reduction

10–15 Years

Weeks 1 through 30	– No reduction
Weeks 31 through 34	– 1/3 reduction
Weeks 35 through 38	– 2/3 reduction
Weeks 39 and thereafter	– Full reduction

15+ Years

Weeks 1 through 56	– No reduction
Weeks 57 through 60	– 1/3 reduction
Weeks 61 through 64	– 2/3 reduction
Weeks 65 and thereafter	– Full reduction

Red-circle or personal rate. Under the arrangement just described, employees suffer an actual pay reduction. A slightly different arrangement found in other agreements, however, protected the downgraded workers from actual pay cuts. Under most such red-circle provisions, the worker would suffer no pay reduction but would not participate in general pay increases until the regular rate for the assigned job had increased to equal the maintained rate and, thus, had erased the differential:

(120) Whenever such transfer is made for company convenience, the employee's original wage rate will be protected should the determined new rate be lower. In the event, the original rate will remain in effect until normal progression on the applicable wage schedule provides for a higher amount.

(181) ...The employee with at least 10 years of service who accepts a job (due to a transfer) shall not have his hourly rate of pay reduced, but shall receive no future general wage increases unless and until his rate is equal to the maximum rate for the job in which he is so placed.

Some provisions of this type stated only that transferees would not have their pay reduced. Whether red-circle differentials were to be eliminated through holding up general pay raises, or not, was not mentioned. Some agreements required protected employees to have a specific minimum service time:

(172) When an employee is transferred from one store to another, it is agreed that the employee shall suffer no reduction in wages.

(182) Upon determination by the management that employees are to be transferred, relocated or reassigned as excess employees in their regular department(s) for any reason, a joint meeting will be held with not more than 11 members of the union's Executive Committee, including the President of the union, at least 30 calendar days prior to the date of the transfer, to discuss the plans of accomplishing the relocation of the excess employees.... In the application of this section, any excess employee who is credited with 5 or more years' service will not receive a reduction in his rate.

Protection of former rate. Ten agreements, covering 60,700 workers, contained provisions stipulating that the transferred employee's wage rate in the new plant would not fall more than a certain amount below the old rate, or if the former rate were above the maximum rate of the job to which the worker was transferred the maximum rate would be paid:

(183) The company may transfer any employee provided that if such transfer results in reducing the basic weekly wage rate, the employee so transferred shall be subject to the same wage treatment as that received by employees at the top rates in the occupational classification and locality to which the employee is transferred....

(184) An employee whose salary at time of transfer or layoff was in excess of mid-point of the salary range of the grade to which he is being transferred or reinstated shall be reduced to no less than the mid-point....

Progression to rate of new job. Two agreements initially provided wage levels after transfer below that normally paid for these jobs, but increased the wage rates over time to meet those of the new jobs:

(73) When an employee in other classifications is assigned to another job, including promotion, he will be given a qualifying period of one to six months during which he shall receive proper instructions and training... During the qualifying period, any production employee, or those clerical employees hired prior to September 5, 1965, will be paid a qualifying rate of at least 90 percent of the basic rate for the job... On evidence of qualification his supervisor will advance him to the fully qualified rate in 6 months or less... After an appropriate time, he will then receive the qualifying rate for the original vacancy and will advance to the fully qualified rates as soon as he is capable of fully qualified performance....

Varied treatment. Some agreements combined different types of income maintainence provisions. In so doing, the employer could vary the wage payment according to the circumstances encountered (i.e., transfers to high- or low-wage zones, temporary or permanent transfers, transfers of high- or low-seniority employees, etc):

(135) When transfer is to a reporting headquarters with higher wage zone, wage rate shall be adjusted as of the date of the transfer to conform to the wage zone of the new reporting headquarters applicable to the kind of work to which assigned.

When transfer is to a reporting headquarters with lower wage zone, no change in wage rate shall be made for 4 consecutive weeks following date of transfer. Wage rate shall then be adjusted to conform to wage zone of new reporting headquarters applicable to the kind of work to which assigned.

(185) If an employee is temporarily transferred to a job which carries a standard rate which is lower than the wage rate he is receiving, he shall suffer no reduction in his rate of pay on that account. If, however, he is regularly assigned to a lower rated job, due to a change in the company's operating conditions, he shall be paid the standard rate for the job to which he is so assigned, except that an employee who has completed 25 or more years of continuous service will not have his rate of pay reduced and his seniority in his new job classification shall be that which he had in the job classification which he left....

Other guarantees. Wage levels are sometimes protected when an employee is recalled to the former plant and management, for its own reasons, does not want to release the employee immediately. The employee may be provided additional pay to compensate for any earnings that would have accrued had he or she gone back to the home plant:

(136) 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.

Training provisions

A transferee is likely to be assigned unfamiliar work at the new plant. The company normally provides training for the new job as a matter of course. Perhaps for that reason, only 23 of the 552 interplant transfer provisions specifically mentioned training following an interplant transfer. Most training provisions were in nonmanufacturing agreements:

(182) Upon the designation of employees to be laid off, and prior to their actual layoff, the employees to be laid off will be offered an opportunity to qualify for any authorized job opening within the company, existing at the time of layoff. Where the qualifications of an employee for employment in such other authorized job opening are questionable, he will be given a reasonable period of time, not to exceed 30 calendar days, on the new job to have his qualifications established.

(186) The company agrees to provide training, if necessary, for employees who accept comparable jobs.

(187) The employee with at least 5 years of continuous service as a regular employee shall be offered another job during the notification period, if an available job opening exists for which (s)he can reasonably be expected to qualify within a training and trial period not to exceed 60 days, either at the same facility or at another facility within reasonable proximity...

Reasons for transfers varied. Occasionally, the clauses mentioned the effect on the employee of failure to qualify during the training period:

(79) An employee who is promoted shall be given not more than a 90 day training and qualifying period for determination as to whether or not he can meet the job requirements.... If it is decided he is not competent to perform the work of the new job classification, the employee shall be transferred back to his former job classification...

(146) Except as otherwise provided...in this section, any employee who transfers from one seniority list or bargaining unit to another at his own request will... for a period of 6 months from the date of transfer... be on trial to demonstrate his qualifications and abilities for the work in his new classification.... If found not qualified for such work...during this period, he will be returned to his former bargaining unit and classification without prejudice....

Wages during training. Provisions referring to the rate of pay during training were rare. In the following illustration, the employee's previous rate and present job class were factors in the training rate. This clause also permitted extension of the training period:

(188) The rate of pay for a trainee in Classes 9-12 will be the minimum rate of the job for which said employee is training. In classes 8-4 the trainee rate will be no lower than the minimum rate of two classes below the class of the job for which employee is training, unless the job for which said employee is training is four or more labor grades above the employee's present position in the rate range. Then, in such case, the rate of pay will be the minimum of three classes below the class of the job for which said employee is training. When the employee's current rate is higher than the minimum rates stated above, such rate would be the employee starting trainee rate. The trainee shall receive automatic increases to successive steps in the rate schedule every 3 months until reaching the minimum rate of the job for which the employee is training. It is agreed that learning capabilities differ, therefore, by mutual agreement any of the above steps in the progression may be waived.

In determining the steps of progression, the maximum rate of one class and the minimum rate of the next higher class will be considered as one step, and the higher rate will apply.

If an employee has completed the training period and is not qualified to perform the job, the training period may be extended and the trainee will be held at the last step below the rate of the job until such time as the employee is qualified.

The extension of the training period will be in no greater than three month increments and can only be initiated or continued by mutual agreement between the parties....

Flowback arrangements

Employees, either by choice or by necessity, often return or "flow back" to the plant from which they were originally transferred. Although not all agreements permit flowback, the option to return to the home plant may be an important element in deciding to exercise an interplant transfer provision. As in the original transfer, the employee's seniority status and transfer rights following return are also important determinants of the choice. The circumstances surrounding the original transfer may have a bearing on the value of flowback rights. For example, during a layoff an employee may transfer to a different plant as a temporary expedient until the time of recall. This may be especially so if the transfer is within the commuting area. On the other hand, for a worker transferring as a result of a plant closing, the right to flow back may be meaningless.

In 206 of the 552 agreements (37 percent) allowing interplant transfer rights, reference was made to flowback. Approximately 38 percent of workers covered by interplant transfers also were covered by flowback provisions.

Seniority status upon flowback. In 138 agreements, covering 1.5 million employees, contract language was found which referred to the competitive status of transferred employees who had exercised their option to return to their home plants (tables 9 and 10). Fifty-two agreements, covering 897,300 workers, allowed seniority at the home plant to accrue for a given period, after which it was lost if the employee had not returned. Forty-one contracts, covering 284,200 workers, provided for seniority to accrue indefinitely at the home plant and be credited upon the employee's return. In 14 agreements, covering 186,600 employees, seniority was maintained, but not accrued, for a given period. Three agreements, covering only 13,000 employees, stated that competitive seniority would be lost upon movement. Nine agreements, covering 28,000 workers, retained competitive seniority indefinitely. In 19 agreements, seniority status varied depending on the circumstances of the original transfer, or other arrangements were made. In almost all situations, the employee's benefit seniority was treated as companywide, continued to accumulate at the receiving plant, and returned with the worker to the original plant.

Some agreements explicitly provided for the loss of all seniority at the home plant. In some, this loss of seniority applied at the time the worker acquired seniority status at the new plant:

(189) The employee who elects to move will give up all seniority, recall and other rights he may have under this labor agreement.

(190) Upon such employment as provided above (interplant relocations) the individual will no longer have any seniority status at the previous location, and will have seniority back to November 2, 1970, or his seniority date at the plant from which he relocated, whichever is later; and will have at the new location credit for years of service for vacation which he had at the previous location.

(83) ...An employee accepted for employment at the new location relinquishes all seniority rights at the plant from which laid off. Such employee's seniority will commence from first date of work at the new location and such date will be used for all purposes except pensions and vacation for which the employee's continuous service date will be used.

(191) An employee relocated under the foregoing provisions will cease to have seniority at the plant from which he transferred on the date on which he acquires seniority at the plant to which he is transferred; however, such relocation shall not affect his continuous vacation service, pension service credits, or eligibility under any of the agreed upon benefit plans.

Other agreements allowed for seniority at the home plant to be retained indefinitely. This arrangement, of course, was favorable to transferred workers:

(192) ...The company will give first consideration to employees in classifications covered by this agreement for all such requests for cross-section transfers on the basis of competency and length of service. When a cross-section transfer is made, the employee so transferred shall retain the seniority he had in his former section and division at the time of such transfer. Seniority retained in a former section may not be used in his present section for any purpose; however, in case of layoff due to lack of work in his present section such retained seniority may be used in the former section as his protection against layoff, except as qualified.... Upon returning to his former section by means of another cross-section transfer, or layoff due to lack of work in his present section, the retained seniority may thereafter be used in that section for any and all purposes provided for in this agreement....

(193) Any employee who is on layoff from one plant and who has made written application for transfer to the other plant shall be given priority over new hires for job vacancies in the bargaining unit at the other plant provided:

1. In the opinion of the company the layoff is expected to last at least 30 days.

2. The vacancy in the other plant is expected to last at least 30 days.

3. The employee has the qualifications to perform the work.

Such priority shall be given on the basis of plant seniority. The employee will maintain seniority at the home plant and must answer any recall to the home plant. An employee who transfers to another plant will have entry seniority at that plant for the purposes of promotion and layoff.

Length of service with Martin Marietta Aluminum Inc. will be maintained for calculation of service-related benefits for an employee so transferred.

The reasons for transferring, as discussed in prior sections, vary in relation to the needs and rights of the employer and worker. During a flowback, the seniority status of the worker may also vary in relation to the reason for transferring.

If the receiving plant is shut down within a specified time period following transfer, the employee may have the right to return to the original plant:

(194) ...If the new department is discontinued within 2 years of establishment, employees may return to their former department in the same seniority position (job rights, department and plant) they had when they left.

(195) When a terminal(s) is closed and the work of such terminal(s) is eliminated, an employee who was formerly employed at another terminal shall have the right to return to such former terminal and exercise his continuous classification (road or city) seniority, provided, he has not been away from such former terminal for more than a 3 year period.

In some cases, the employee may have flowback rights to a closed plant, not to work, but to receive benefits such as severance pay. This is a common practice in Steelworker agreements:

(136) ...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 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.

If an employee faces a layoff in the receiving plant, seniority status and the right to return to the home plant may take on special importance:

(108) In a transfer of a job, operation or department from one plant covered by this National Agreement to another plant covered by this National Agreement having the same job, operation or department and manufacturing the same product, employees shall retain and accumulate seniority for all purposes at the plant to which transferred and shall lose all seniority and contract rights at the plant from which they transferred except that if such employees are laid off from the new plant within a period of 12 months following their initial transfer, they shall retain the same rights to recall at the old plant as are then available to employees generally at that plant.

(196) In the event an employee has transferred between facilities and is thereafter notified of layoff, he/she may elect to exercise his/her seniority to return to the facility from which he/she last transferred, in the classification he/she held at that facility at the time of his/her transfer.

Clauses in 61 agreements, covering 730,000 employees, specified the seniority status, if any, at the new plant once an employee returned to the home plant. In

35 agreements, covering 437,900 employees, competitive seniority in the new plant was immediately lost upon flowback:

(158) If the employee receives a recall to his former plant, shall elect to:

1. Accept the recall to his former plant and forfeit all seniority rights at all other plants.

2. Remain in the hiring plant, forfeit all seniority rights at the plant from which he was employed but continue to retain his accrued time worked in any of the units for purposes of vacation, pension and S.U.B.

Employees who accept recall to a plant from which they were laid off, will be transferred as soon as possible, but not later than the third Monday after the employee accepts the recall.

In 12 agreements, covering 127,300 employees, mostly with the Steelworkers, competitive seniority at the receiving plant continues to accrue for a specified period upon return to the home plant. Often this would be the case when the employee is directed to return by the company thereby leaving open the possibility for the employee to transfer back if conditions permit:

(197) He shall have an option to stay or return unless the company 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 job or below at his home plant, 6 months.

If recalled to a Job Class 11 through 18 job at his home plant, 1 year.

If recalled to a Job Class 19 or above job at his home plant, 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 it will be cancelled if he has not returned to employment at the other plant. At any time within the period specified above, the company 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.

Duration of flowback rights. Flowback rights are exercised for a variety of reasons: Personal inability to qualify for a job, layoffs at the new location, recalls to the old plant, etc. Many agreements establish a time limit within which return rights can be exercised:

(120) Employees force adjusted under the provisions of this article who are still in active regular employment status shall have retreat rights if the original job becomes open within 12 months. Such employees will be given the choice of remaining where they are or returning to the original job.

(198) Employees who are transferred from one plant location to another shall be on a 60 day trial basis.... However, such employees shall retain their seniority in the former plant for a period of 1 year in cases of lay off or cut back in work force....

Text table 14. Duration of flowback rights to original plant, 1980–81

Duration	Agreements	Workers (thousands)
Less than 1 month	2	2.0
1 month	9	58.1
2 months	3	14.6
3 months	6	25.2
5 months	1	11.0
6 months	12	57.4
9 months	1	3.0
12 months	10	33.1
18 months	1	1.4
24 months	18	119.1
30 months	1	1.8
36 months	11	86.9
60 months	2	4.0
90 months	2	6.3
Varies	37	658.1
Other[1]	90	865.1

[1] Includes 88 agreements in which the duration of the flowback rights were not stated.

In 79 of the 206 agreements referring to flowback arrangements, a single duration of flowback rights was specifically stated. In another 37 agreements, the period for flowback varied (text table 14).

In some flowback arrangements, if the employer offers the worker the opportunity to return to the home plant and the employee refuses, the status of the employee may be affected. Most often, the employee's seniority in the home plant is lost:

(185) If a local operating headquarters is closed an employee regularly assigned to that headquarters may exercise (flowback) rights....

If he has retained seniority in a former occupational group in which a job is available to him, he may elect to return to his former occupational group.... If he elects not to return to a former occupational group, and a job would have been available to him by so doing, his seniority in the former occupational group shall terminate.

(118) If the employee accepts recall to a location other than the original location, the employee retains the right to return to the original location when an opening occurs. However, if the employee chooses to remain at the location to which recalled, the employee shall sign a waiver relinquishing all claims to seniority rights at the original location.

In other arrangements, a refusal by the employee relieves the employer of any further obligation:

(100) ...The rejection by the employee of an offer of a job in his former exchange in the title held at the time of the transfer shall discharge the company of any further obligation hereunder.

Periodic review

A minority of agreements established a method to review interplant transfers, usually through joint labor-management committees. Sometimes, as in many primary and fabricated metals agreements, committees periodically review the application of the contract provisions and make recommendations on problems that arise. Periodic reviews were mentioned in 34 agreements covering 263,900 employees. A large number of these clauses are negotiated by the Steelworkers:

(77) The operation of this Subsection M 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 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.

(112) The operation of this Part III will be subject to periodic review by a representative or representatives appointed by the company and the union respectively, who shall meet periodically to review the operation of this Part III. The company shall supply to these representatives pertinent information relating to the operation of this Part III. The function of these representatives is to review any problems that arise as the result of the administration of this Part III and to make recommendations to the parties for the solution of such problems.

In a few agreements, periodic reviews could be undertaken to determine how long transfer rights were applicable:

(199) A review of all ports will be made on July 1, 1978. A port will assume limited work opportunity status within its defined area if its average hours are below 1,300 hours (all registered men working 100 or more hours during the prior payroll year, regardless of where they work). A port that becomes a limited work opportunity port will maintain that status for one year at which time its status will be reviewed.

At the anniversary date of a port's limited work opportunity status, its average hours will be calculated using, for men who have worked more than 100 hours, a total of home port hours for the most recent available four payroll quarters plus out of port hours for that port as of the review date it became a limited work opportunity port. If its average hours are below 1,300 hours, a sufficient number of men may transfer to a high work opportunity port(s) in its port area (Southern California, Northern California, Columbia River and Oregon Coast Ports, and Washington) so as to bring the limited work opportunity port's average annual hours to or above 1,300 hours...

Some agreements, particularly in transportation, established joint committees with authority to approve transfers and consider questions regarding seniority. These committees were not described, however, as holding periodic reviews:

(177) Present terminals, breaking points or domiciles shall not be transferred or changed without the approval of an appropriate Change of Operations Committee. Such Committee shall be appointed in each of the Conference Areas, equally composed of employer and union representatives. The Change of Operations Committee shall have the authority to determine the seniority of the employees affected and such determination shall be final and binding.

Such Committee, however, shall observe the employer's right to designate home domiciles, and the operational requirements of the business. Individual employees shall not be redomiciled more than once during the term of this contract as a result of an approved Change of Operations unless a merger, purchase, sale, acquisition, or consolidation of employers is involved, or unless the Change of Operations Committee rules to the contrary based on the facts presented. In considering a Change of Operations, the Change of Operations Committee shall have the authority to extend the three year layoff period contained in (this) or in applicable supplemental agreements, in the event it appears toward the end of such three year period that the circumstances so warrant.

The Change of Operations Committee shall also have jurisdiction for a period of 12 months following the opening of a new terminal to consider the redomicile of employees who are paid off as a direct result of such opening of a terminal. This Committee shall also have jurisdiction over the closing of terminals in regard to seniority. The above shall not apply within a 25-mile radius. Committee rules to the contrary based on the facts presented. In considering a Change of Operations, the Change of Operations Committee shall have the authority to extend the three year layoff period contained in (this) or in applicable supplemental agreements, in the event it appears toward the end of such three year period that the circumstances so warrant.

The Change of Operations Committee shall also have jurisdiction for a period of 12 months following the opening of a new terminal to consider the redomicile of employees who are laid off as a direct result of such opening of a terminal. This Committee shall also have jurisdiction over the closing of terminals in regard to seniority. The above shall not apply within a 25-mile radius.

Chapter 4. Relocation Allowances

When an employee transfers from one plant to another and changes his permanent residence, the expenses of moving can be substantial, particularly if the move involves a large family, a long distance, or both. In addition to the costs of transporting the employee, his or her family, and household furnishings, the move may entail loss of pay while in transit, the expense of one or more trips to secure housing prior to the move, or alternately, the cost of meals, lodging, and furniture storage while finding a permanent residence following the move. The transfer may also entail losses or expenses on an unexpired lease or the sale and purchase of a home, as well as incidental premoving and postmoving expenses.

To help cushion the financial impact of relocations on employees, many collective bargaining agreements contain contract language requiring companies to reimburse employees for their expenses by paying relocation allowances. For this study, relocation allowance is defined as a payment, either to or for the employee, to defray all or part of the expenses of a move to a new, permanent residence as a result of an interplant transfer. The allowance is normally paid only under conditions stated in the collective bargaining agreement. Besides containing administrative regulations, clauses usually cite the type and level of the allowance and circumstances under which the provisions become operative. To minimize costs, most contracts usually specify eligibility requirements, compensated expenses, or limits on dollar amounts that will be paid.

In a sense, a relocation allowance may be considered an investment of the company, rather than an expense, to be recovered over time through the services of the transferred employee. Where the move is at the company's request, relocation allowances or payment of moving expenses may be necessary before trained and valuable employees will be willing to transfer. Even where transfers result from layoffs or other displacements, relocation allowances may be more economical for the company than the costs of supplementary unemployment benefits, severance pay, or recruiting and training inexperienced workers to fill vacancies at a new or replacement plant.

Furthermore, historically there has been a reluctance on the part of employees to relocate for whatever reason. Factors impeding worker movement include the high cost associated with moving, disruption of family life, strong extended family and cultural ties, multijob holders in a family, and changed values associated with achievement.

Prevalence

Provisions that require a company to pay all or part of the costs of relocation were included in 225 (41 percent) of the major collective bargaining agreements having interplant transfer clauses (table 11). These relocation allowances applied to 2.2 million (65 percent) of the 3.4 million workers involved. Of 283 manufacturing agreements having interplant transfer provisions, 101 (36 percent) contained relocation allowance clauses, covering 1.3 million workers. These provisions were most prevalent in primary metals, transportation equipment, nonelectrical machinery, and fabricated metals, industries that have experienced problems of displacement and permanent layoffs due to plant closings and relocations. Relocation allowances were rare or nonexistent for employees in the apparel, paper, furniture, lumber, chemicals, textile, and stone, clay, and glass industries.

In nonmanufacturing, 124 (46 percent) of the 269 agreements having interplant transfer provisions had relocation allowance clauses applying to 933,300 workers. These provisions were frequently found in transportation (primarily trucking), utilities, and communications, where a variety of factors–including the nature of the operation and changes in the demand for services–often dictate frequent transfers of personnel. The remaining nine agreements were scattered among the other nonmanufacturing industries, with relocation allowances being rare or nonexistent in retail and wholesale trade, construction, and the hotel and restaurant industry.

Among major international unions, relocation allowances applied in more than one-third of the agreements negotiated by the Steelworkers, Electrical Workers (IBEW), Communications Workers, Auto Workers, Teamsters, and Machinists (text table 15). All agreements with independent telephone unions contained relocation allowances. Coupled with the independent telephone unions, the aforementioned six labor organizations–whose main areas of organization closely reflected the concentration of relocation allowances by indus-

Text table 15. Relocation allowance provisions for selected unions, 1980–81

(Workers in thousands)

Union	Total agreements having interplant transfer provision		Relocation allowance	
	Agreements	Workers	Agreements	Workers
All unions	552	3,397.9	225	2,207.1
Selected unions	298	2,381.2	174	1,987.7
Steelworkers	65	400.2	41	343.3
Electrical Workers (IBEW)	61	224.7	42	172.6
Auto Workers (Ind.)	49	854.6	25	778.0
Teamsters (Ind.)	49	293.7	19	224.3
Communications Workers	43	472.7	36	400.8
Machinists	31	135.2	11	68.6
Other unions	254	1,016.7	51	219.4

try–accounted for four-fifths of all negotiated provisions. Relatively fewer allowances appeared in agreements with the Meat Cutters; Retail Clerks; Clothing Workers; Leather Workers; Glass Bottle Blowers; and Retail, Wholesale, and Department Store Workers.

Of the major occupational groups, clerical employees' agreements were apt to have relatively more relocation allowance provisions than other work groups (text table 16). Contracts involving sales personnel were the least likely to have such benefits, while contracts covering blue-collar and mixed occupational groups (often involving professional, technical, and clerical employees) fell in the middle range. These data appear to substantiate earlier findings that such payments to professional and clerical employees are an accepted practice in many industries, and are significantly less prevalent for blue-collar and sales employees, even when they are represented by the same union.

Source of payment

The source of the funds from which relocation allowances were paid was rarely found in collective bargaining agreements. Only 11 contracts cited the source of payment, which in all cases was existing negotiated funds. It was not unusual for these negotiated provisions to serve as multipurpose funds from which relocation allowances, as well as other benefits, were paid. Most of these clauses were found in primary metals and in the meatpacking and processing industry. Where specified, contracts negotiated by the Meat Cutters or Food and Commercial Workers paid for moving benefits from an Automation Fund. Agreements signed by the Steelworkers used supplementary benefits as the source of funds:

(200) Automation fund: The company shall make no further contributions to the fund. Money in the fund will be available for moving expenses as outlined above, and in the event there is insufficient money in the fund, the company will pay the scheduled moving expense allowance.

(201) An employee who accepts employment under this plant closing program at least 25 miles from the plant being closed, and who changes his permanent residence as a result thereof, shall be entitled to the following:

a. Movement of normal household goods, arranged for by the company. The cost of such move to be paid from the SUB fund.

b. Reimbursement for the reasonable one-way transportation costs for the employee and his dependents to new residence. The cost of such transportation to be paid from the SUB funds.

(87) Such 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.

Text table 16. Relocation allowance provisions by occupation, 1980–81

Occupation	Total agreements having interplant transfer provision	Relocation allowance					Interplant transfer provision, no reference to relocation allowance
		Total	Lump-sum payment	Payment of specific expenses	Payment of general expenses	Nature of relocation allowance not specified	
All occupations	552	225	79	104	43	10	327
Blue collar	345	131	60	51	19	6	214
Professional/technical	9	5	-	3	2	-	4
Clerical	16	14	1	11	3	-	2
Sales	28	2	1	-	1	-	26
Guards	2	-	-	-	-	-	2
Combinations	152	73	17	39	18	4	79

NOTE: Dashes denote zeroes.

(139) The amount of any such (relocation) allowance will be paid from the supplemental unemployment benefit fund.

Eligibility requirements

To minimize excessive worker movements and cost to the employer, most relocation allowance provisions specified rules for determining an individual employee's eligibility for benefits. The two major eligibility requirements found in agreements were minimum mileage and minimum service. Such eligibility requirements are applied more frequently under some circumstances, such as displacement and layoffs, than others, such as transfers initiated by the company.

Minimum mileage. Of the 225 agreements providing reimbursement for moving expenses, 103 (46 percent) specified that transferees must satisfy minimum mileage requirements. These restrictions are designed to exclude moves to plants within a reasonable commuting distance, since they usually do not impose a financial burden on the transferred employee. Moreover, a change of residence may be made more for convenience than necessity. Not surprisingly, minimum mileage requirements were much more prevalent in provisions involving transfers necessitated by displacement or layoff than in transfers initiated by the company. The agreements varied, with minimum mileage requirements ranging from 10 miles to 300 miles. The most commonly found requirements set a minimum of 50 miles:

(202) If an employee becomes a permanent employee at the new plant and if he changes his permanent residence as a result thereof, he will receive a relocation allowance on the following terms:

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

b. The amount of the relocation allowance will be determined in accordance with the following:

	Allowance for–	
Miles between plant locations	*Single employees*	*Married employees*
300 – 499	$300	$750

(203) An employee who is assigned a job in a plant at least 50 miles from the Dodge Division plant at Mishawaka, Indiana, 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....

(204) An employee who is assigned a job 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.

Minimum service. Minimum service may be defined as the time in service, stated in terms of weeks, days, months, or years, required before an employee becomes eligible for a relocation allowance. Although minimum service is a significant factor in establishing an employee's rights in interplant transfer provisions, it is used less for determining eligibility for relocation benefits. Only 60 agreements, covering 613,000 employees, specifically required minimum service before a transferee would be eligible to receive moving expense payments. The required length of service varied, ranging from less than 1 year to 50 years, in one unusual provision. A 2-year period was the most common minimum service requirement:

(74) An employee with 10 years or more of accredited service who has been laid off for reasons other than a permanent plant closing and accepts employment.... 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....

(205) An employee with one or more years of seniority who is on the active employment rolls on or after February 11, 1980, and accepts a voluntary offer of work at another plant of the company will be paid a moving allowance....

(206) An employee with 2 or more years of continuous service who is laid off as a result of a permanent plant closing and who accepts employment at least 25 miles from the plant being closed, and who changes his permanent residence as a result thereof, shall be entitled to the following:

a. Movement of normal household goods, arranged for by the company.

b. Reimbursement for the reasonable one-way transportation costs for the employee and his dependents to the new residence.

c. Reimbursement for reasonable legal fees and other fees and closing costs of a new home up to a maximum of $500.

Need or hardship requirement. It is also possible that the eligibility of the transferee may be determined by the company on the basis of need or hardship. For example, a company may relocate an individual whose job has been lost due to a merger and grant the transferee moving benefits based solely on hardship. Although contracts seldom specify interplant transfer arrangements of this sort, they may sometimes be offered on an informal basis outside the framework of the collective bargaining agreement:

(118) Where such consolidation or amalgamation (of garages, car houses or divisions of the company) causes undue hardship and the employee shows cause, the

Text table 17. Scope of relocation allowances in interplant transfers, 1980–81

(Workers in thousands)

Scope	Total referring to interplant transfer		Total referring to relocation allowance			
	Agreements	Workers	Agreements	Workers	Agreements (percent)	Workers (percent)
All arrangements	520	3,234.0	210	2,080.5	40.4	64.3
Less then companywide	124	1,598.3	60	1,206.0	48.4	75.5
Companywide	361	1,429.8	137	757.7	38.0	53.0
Intercompany and intracompany	21	146.7	12	110.4	57.1	75.3
Intercompany only	11	52.9	1	6.3	9.0	11.9
Other	3	6.3	-	-	-	-

NOTE: Dashes denote zeroes.

company agrees to pay for reasonable moving expenses incurred by the employee in following his work.

Applicability of relocation allowances

Agreements calling for relocation allowances vary in their applicability. The degree of protection afforded affected employees depends upon the scope of the allowance and the circumstances under which the allowances are paid. The cost to management of providing these benefits obviously varies directly with the applicability of the allowances. Although the scope of the relocation benefits significantly parallels that of the interplant transfer initiating them, the applicability of the allowances are considerably narrower than that of the interplant transfers specified in the agreements. As with interplant transfer provisions, contracts frequently specified more than one condition under which these benefits would be paid.[17]

Scope. About 24 percent of the interplant transfer provisions limited transfers to movements between specific plants or within specific geographic regions, as opposed to permitting unrestricted or companywide worker movements. The remaining agreements did not stipulate specific limitations on transfers within the company (text table 17). Of 124 agreements specifically limiting interplant transfers to less than a companywide basis, 60 (48 percent) provided for relocation allowances. However, these agreements covered 75 percent of affected workers. By comparison, 150 of the 396 agreements having no specific limitations on transfers within the company also provided for relocation allowances, and applied to 53 percent of affected workers. Within this group, only agreements allowing transfers both within a company and between companies in a bargaining association had a relatively high incidence of requiring moving allowances.

[17] A few contracts also specified more than one type of allowance; thus, it is possible in the following discussion that the sum of individual items may exceed the totals.

Reasons for transfer. Generally, interplant transfer provisions vary according to the circumstances which necessitate their use. Thus, it is not unusual for contracts calling for interplant transfers to also specify the conditions under which relocation benefits are paid. For this study, the types of worker movements permitting the payment of relocation allowances were categorized as one or a combination of the following: (1) Displacement or layoff; (2) company convenience; (3) worker request; (4) plant closing, relocation, consolidation, or merger; (5) transfer of operations; (6) staffing new plants; and (7) not specified.

Displacement or layoff. Of the 317 contracts having interplant transfer provisions, 95 (covering 865,000 workers) provided for displacement or layoff conditions (table 12). These agreements generally were concerned with displacement as a result of automation or technological change (the installation of new machinery and processes) and layoffs for lack of work, curtailment, reduction in force, or similar reasons.

The type of relocation allowance most associated with displacement was lump-sum payments (50 agreements covering 441,900 workers), followed closely by specific expenses (41 agreements covering 377,900 workers) and then general expense provisions (10 agreements covering 95,400 workers). Provisions requiring the company to pay relocation benefits in displacements or layoffs were most common in manufacturing agreements, particularly in primary metals and fabricated metals, and in transportation and communications agreements in the nonmanufacturing sector. This distribution apparently reflected the strong emphasis placed on relocation allowances by the Steelworkers, Auto Workers, Teamsters, Communications Workers, and Meat Cutters:

(207) When an employee has been laid off or displaced because of permanent changes in the working force, or because of a plant closing, he may make written

application within 15 days of layoff or displacement for employment in another plant of the company, and he shall be given perferential employment rights for job openings at such other plant, providing such employee is capable of performing the job that may be available at such other plant of the company. Any employee so transferring from one plant to another of the company shall retain his previously accumlated pension, SUB, insurance and vacation credits. His seniority rights at the former plant shall terminate upon his establishment of seniority rights in the plant to which he transferred.

Employees transferring from one plant to another... will receive a moving expense allowance. The company will reimburse each employee for actual moving expenses incurred to move furniture and other household goods up to a maximum of $1,000 per employee.

(208) When an employee is displaced under the provisions of this title because of lack of work at his headquarters, and his new headquarters is beyond commutable distance from his residence, the company shall reimburse him for the reasonable costs incurred in connection with moving his household in a sum not to exceed $1,200.

"Beyond commutable distance" as used above, shall mean a new headquarters located more than 45 minutes or 30 miles from his present residence....

(80) Before laying off employees as a result of force surplus the company will offer employment to the employees in related or reasonably equivalent occupations within the company to the extent such jobs are available and the employees are qualified to perform the jobs. The company will also make a reasonable endeavor to obtain employment in related or reasonably equivalent occupations with other telephone companies. In the event that employment within the company is offered and it is reasonably necessary for an employee to move in order to accept such employment, the company will pay moving expenses....

(209) An employee who is assigned a job...in a mine on the other range which is at least 50 miles from the mine 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 mine to which he is relocated....

a. He must make written request for such an allowance in accordance with the procedure established by the company.

b. The amount of the relocation allowance will be determined in accordance with the following:

Miles between mine locations	*Allowance for– Single employees*	*Married employees*
50 – 99	$200	$ 600
100 – 299	250	650
300 – 499	300	750
500 – 999	350	950
1,000 – 1,999	450	1,200
2,000 or more	550	1,450

Company convenience. As would be expected, the highest proportion (57 percent) of agreements requiring payment of relocation allowances occurs when the transfer is initiated by the company. When a company transfers an employee at its convenience, the transfer may represent a substantial savings for the company since it is usually cheaper to reimburse transferees for their moving expenses than it is to train new employees or to do without employees with special skills or abilities at another plant. Almost 93 percent of company initiated transfers called for payment of actual expenses, 62 stipulated specific expenses would be paid, and 26 specified reasonable moving expenses would be reimbursed. Lump-sum payments were fairly uncommon (6) and were most frequently found in agreements in communications and utilities, industries in which displacements are relatively infrequent and efficient operations often necessitate frequent transfers:

(144) Employees transferred at the company's direction to another locality will be eligible for relocation expense assistance as follows:

a. Movement of household goods. The traffic activity will provide information on any exclusions.

b. Actual and reasonable living expenses enroute to the new location.

c. Up to 3 days actual and reasonable living expenses for single employees and up to one week for married employees.

(156) If an employee is moved from one location to another at the request of the company...actual moving expenses incurred in moving shall be paid by the company. 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 a maximum of $350.

(96) Any transfer of an employee to another town at the request of the employer shall be agreeable to the employee and any expense of transferring to another town shall be borne by the employer.

Worker request. Under some circumstances, management may permit workers to transfer to another location at their own request, which may reflect an effort by the company to accommodate employees having valid reasons to transfer not related to displacement or layoff. Only a handful (22) of agreements called for payment of relocation allowances for such transfers. Specific expense provisions were most frequently provided when transfers are initiated by an employee, with benefits apparently being less liberal than under other conditions, unless the move is a result of a promotion or a successful bid to a permanent vacancy. Clauses allowing employees to transfer at their own request were scattered among various industries, with no discernable pattern:

(130) Employees promoted as a result of (job bidding) who are required to move their residence to the exchange area shall have their moving expenses paid by the company. Such moving expense shall be paid not more than once in any 12 month period.

(210) 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.

(211) When an employee is voluntarily...transferred from one suburban tier to another suburban tier, he shall suffer no loss in regular pay for reasonable time off for moving household furnishings.

In cases of voluntary...transfers, an 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.

Although several agreements provided for transfer rights when the transfer was at the worker's request, some stipulated that employees would not be eligible for any relocation benefit:

(212) Where any employee is required, through no fault of his own, to change residence in order to follow employment as a result of a change of operation, the employer shall move the employee or pay his moving expenses. This shall not apply to moves within a 125 mile radius. The employer shall not be responsible for moving or moving expenses if an employee changes his residence as a result of voluntary transfer.

(213) When an employee exercises an option...requiring relocation to another exchange, the company may select the exchange where operating factors become a matter for consideration. Costs of moving to the new exchange will be assumed by the employee.

Plant closing, relocation, consolidation or merger. Contract language dealing with the threat of plant closing, relocation, consolidation, or merger was found in 199 agreements having interplant transfer provisions. Of these, 71 agreements (36 percent) called for the payment of relocation allowances, with benefits covering 732,300 workers (45 percent). Transfers because of plant closings, relocations, or similar occurrences typically called for payment of lump-sum benefits (46 agreements covering 544,200 employees). Specific expense provisions were considerably less common (25 agreements covering 202,900 workers), and general expense clauses were relatively uncommon (4 agreements covering 14,100 employees). These agreements were most commonly found in primary metals, transportation equipment, nonelectrical machinery, and fabricated metals, industries where plant movements have created problems over the years. The plant closing provisions negotiated by the Steelworkers in primary metals sometimes provided a transfer bonus, based on an employee's longevity.

The following are representative of clauses providing moving expenses for transfers because of plant closings:

(200) 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....

Employees accepting an interplant transfer under provisions of this agreement will be eligible to receive...(a lump-sum) allowance toward their moving expenses....

(112) An employee with 2 or more years of continuous service who is laid off as a result of a permanent plant closing and who accepts employment...at least 25 miles from the plant being closed, and who changes his permanent residence as a result thereof, shall be entitled to the following:

(1) Movement of normal household goods, arranged for by the company. The cost of such to be paid out of the SUB fund.

(2) Reimbursement for the reasonable one-way transportation costs for the employee and his dependents to the new residence. The cost of such to be paid out of the SUB fund.

(3) Reimbursement by the company for reasonable legal fees and other fees and closing costs of a new home up to a maximum of $500.

(4) A transfer bonus equal to $75 per year of continuous service up to 10 years plus $100 per year of continuous service for the next additional 10 years, plus $125 per year of service in excess of 20 years.

(132) An employee with 2 or more years of continuous service who is laid off as a result of a permanent plant closing and who accepts employment...at least 25 miles from the plant being closed, and who changes his permanent residence as a result thereof, shall be entitled to the following:

(1) Movement of normal household goods, arranged for by the company....

(2) Reimbursement for the reasonable one-way transportation costs for the employee and his dependents to the new residence....

(3) Reimbursement for reasonable legal fees and other fees and closing costs of a new home up to a maximum of $500.

(4) A transfer bonus equal to $75 per year of continuous service up to 10 years plus $100 per year of continuous service for the next additional 10 years, plus $125 per year of service in excess of 20 years.

Transfer of operations. Clauses providing for the transfer of groups of workers with their operations to an existing or to a new plant were found in 99 contracts. Employees relocated as a result of such transfer were eligible for payment of moving expenses in 36 agreements. Although the majority of workers moving with the transfer of their work unit were provided with lump-sum benefits, the most common type of allowance provided was payment of specific expenses (19 agreements), followed by lump-sum payments (13) and general expenses (5). Clauses providing for such allowances were most commonly found in the transportation and transportation equipment industries and in agreements negotiated by the Teamsters and the Auto Workers:

(124) If the transfer of major operations between plants or to a new plant results in the permanent termination of employees with seniority, the company will give preference to the application of a laid-off employee having seniority in a bargaining unit covered by this contract over applications of individuals who have not previously worked for the company for employment in a bargaining unit represented by the union to which the work is transferred, provided his previous experience in the company shows that he can qualify for the job....

An employee relocated...between operations of the company...will be paid a lump-sum relocation allowance.

(138) In the event the company decides to move and does move any of its present operations or machinery from the Lock Haven plant to another plant of the company and employees are laid off from such operations or machinery they shall, in lieu of bumping or accepting layoff from the Lock Haven plant, be entitled to be transferred up to the number needed (not to exceed the number of employees laid off) at the plant to which such operations or machinery are moved.

An employee who is hired in accordance with (the above provision)...or accepts a job at the request of the company at a new location will be paid a (lump-sum) moving allowance....

(214) If one of the plants covered by this agreement were closed, or if an entire department or a significant part thereof were closed and the operations involved were then moved to some other plant operated by the company where employees are in a bargaining unit covered by this agreement, or a new facility is established, the company will give employees, who had performed the operations that were moved, or transferred, upon their request, a right to transfer or relocate at the plant to which the operations were transferred or moved....

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

Staffing new plants. Seventy-five contracts provided interplant transfer arrangements when management had to staff new plants. Only a small proportion of the agreements (10), covering 106,500 workers, called for the payment of relocation allowances. The low prevalence is surprising considering the advantage to both parties of having experienced employees transferring to staff a new plant. For the transferree, it may mean a higher rated job than the one formerly held; for the company, an experienced and skilled work force. Almost all these provisions stipulated lump-sum or specified expense payments:

(110) In manning of jobs on new facilities in...a new plant in the same general area, the jobs shall be filled by qualified employees who apply for such jobs in the order of length of continuous service.... Any employee who is assigned a job in accordance with the above provision...and who changes his permanent residence as a result thereof will receive a relocation allowance....

(72) This agreement shall apply to all plants operated by Warner Gear Division of Borg-Warner Corporation and upon the removal of any plant...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....

If an employee is offered work and accepts it..., then in that event the company and union agree to negotiate the amount of a relocation allowance.

Not specified. Twenty-five agreements, covering 276,400 employees, provided relocation allowances but did not specify the circumstances under which they would become operative. Of the 25 provisions, 16 called for payment of either specific expenses or reasonable moving expenses. Seven provisions did not specify the nature of the allowance, and the remaining five provided for lump-sum benefits:

(215) The company will furnish to the union copies of the present published company policies relating to reimbursement of travel and relocation expenses.

(216) 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....

(217) An employee who is on the active employment roll on or after the effective date of this agreement shall be eligible for a moving allowance if he is thereafter offered and accepts a transfer from the Buchanan Plant of the company (hereinafter called his original plant) to another plant of the company (hereinafter called his new plant) and if:

(1) 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

(2) He files an application for a moving allowance not later than 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.

Types of relocation allowances

Many companies are aware of and are sensitive to the personal and financial impact of relocation upon their employees, and through collective bargaining provide benefits to defray the cost of moving. However, in providing this assistance labor and management must decide the type and level of benefits in negotiations. The parties may provide lump-sum payments, regardless of actual expenses incurred. They may negotiate benefits based on actual expenses and may even specify the categories or types of expenses paid for. Or the parties may provide a combination of the above types of payments.

Lump-sum payments. By definition a lump-sum payment is a predetermined benefit, applying to all covered employees, under all covered movement. There are several advantages in using this method. Lump-sum schemes are easy to administer, require minimal paperwork, and can be processed quickly. One major disadvantage, however, is that they are not based on actual costs. This drawback may be ameliorated somewhat by use of adjustment factors, such as marital or family status and distance involved in the relocation.

Lump-sum payments were provided in 79 agreements, covering 1.2 million employees. Virtually all these provisions were found in manufacturing agreements, particularly in primary metals and transportation, and in agreements negotiated by the Steelworkers and the Auto Workers. As in the following illustrations, a table was provided, and the allowance usually was determined by a formula based upon marital status and distance:

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

Miles between plant locations	*Allowance for– Single employees*	*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

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

Miles between plant locations	*Allowance for– Single employees*	*Married employees*
50 – 99	$200	$ 600
100 – 299	250	650
300 – 499	300	750
500 – 999	350	950
1,000 – 1,999	450	1,200
2,000 or more	550	1,450

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

Miles between plant locations	*Allowance for– Single employees*	*Married employees*
50 – 99	$200	$ 600
100 – 299	250	650
300 – 499	300	750
500 – 999	350	950
1,000 – 1,999	450	1,200
2,000 or more	550	1,450

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

Miles between parts distribution centers or between operations	*Single employees*	*Married employees*
0 – 49	$ 0	$ 0
50 – 99	385	865
100 – 299	430	955
300 – 499	465	1,000
500 – 999	565	1,180
1,000 or over	650	1,355

Although the vast majority of lump-sum benefits were based on a distance-marital status formula, a few agreements relied solely on either distance or marital status:

(12) Employees who transfer will be paid moving expenses in the maximum amount of $150.00 for single employees and $300.00 for married employees and will be given one week off with pay to relocate. (If they do not take their week off, they shall be paid for it in any event.) An employee will have one year in which to move and claim moving expenses.

(220) In the event of (a) the promotion of a regular senior qualified employee to a higher classification as the result of successfully bidding on a new job assignment, and (b) in instances involving employees who are displaced by other employees or by job abolishment, and (c) employees accepting job appointments resulting from an unfilled expired job bulletin, employer will reimburse such regular senior qualified employee ((a) above), and the appointed employee ((c) above), and will reimburse each of the first 2 employees ((b) above) affected in any such displacement who move from their present location to other locations on employer's system and remaining 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:

	Effective May 7, 1979
Moves between locations up to 100 miles aparts	$ 500.00
Moves between locations between 100 and 200 miles apart	$ 700.00
Moves between locations more than 200 miles apart	$1000.00

Because of inequities that may arise in granting relocation allowances based on an employee's marital status, some agreements provided equal treatment for single, widowed, divorced, or legally separated employees who had dependents residing with them:

(113) During the current negotiations, the parties discussed inequities which can arise when the relocation allowance provisions...are applied to single, widowed, divorced, or legally separated employees who, because they have their children residing and relocating with them, incur substantially the same moving costs as married employees. The corporation agreed that in such cases the applicable married employee relocation allowance amount will be applied.

(205) For the purpose of applying the moving allowance table contained in this moving allowance article, an employee who is a widow, widower or divorcee who has living in his household a minor child or children who qualify as his dependent(s) for I.R.S. purposes, shall be considered as though he were married.

A few agreements contained contract language recognizing that relocations of families were sometimes disjointed, with the spouse and other family members moving after the employee had reported to work and established a residence at the new location. Under these provisions the transferee was initially provided the moving allowance for a single employee. When the family members joined the employee at the new residence, the employee was provided further benefits, equal to the difference between the allowance paid to single and married employees:

(134) A married employee who moves residence without also moving his family will be provided the moving allowance for single employees. In the event such employee later moves his family, he shall be paid the difference between the single employee moving allowance and the married employee moving allowance.

(221) A married employee who has established residence but who has not yet moved the appropriate members of his family, may at his option, apply for and receive the moving expense allowance for single employees. He will then receive the difference between the single and married allowance at such time as he verifies that he has permanently moved the appropriate family members to the new residence.

Maximum benefits. Agreements calling for lump-sum allowances contain contract language designed to guard against unreasonable or unexpectedly high costs by citing the maximum benefits that would be paid (text table 18). Payments to married employees or heads of households generally are two or three times those to single employees for a given distance. The maximum allowance, paid to married workers moving the greatest specified distances, ranged from $300 to $1,760, with $1,450 the most common benefit. Maximum payments over $1,700 or under $500 were rare. Following a standard set by the major unions in the industries, $500 was the maximum pattern in food products (meatpacking), and $1,450 in primary metals and fabricated metals. Transportation equipment agreements varied considerably, but the majority provided benefits over $1,350:

Text table 18. Maximum lump-sum payments, 1980–81

Payment intervals	Agreements	Workers (thousands)
Total referring to relocation allowance	225	2,207.1
Total lump-sum provisions	79	1,173.2
Maximum amounts:		
$300–$399	6	66.7
$400–$499	1	1.4
$500–$599	9	30.0
$700–$799	4	8.9
$900–$999	2	2.0
$1,000–$1,099	1	1.1
$1,200–$1,299	2	27.0
$1,300–$1,399	8	33.1
$1,400–$1,499	38	346.6
$1,500–$1,599	1	16.0
$1,700–$1,799	6	620.2
Other	1	20.0

(134) The amount of the moving expense allowance will be determined in accordance with the following:

Miles between plant locations	*Allowance for–* *Single employees*	*Married employees*
50 – 99	$200	$ 600
100 – 299	250	650
300 – 499	300	750
500 – 999	350	950
1,000 – 1,999	450	1,200
2,000 or more	550	1,450

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

Miles between plants	*Relocation allowance amount* *For expenses incurred prior to the effective date of this agreement applicable to–*		*For expenses incurred on or after the effective date of this agreement applicable to–*	
	Single employe	*Married employe*	*Single employe*	*Married employe*
50 – 99	$385	$ 865	$500	$1,125
100 – 299	430	955	560	1,240
300 – 499	465	1,000	605	1,300
500 – 999	565	1,180	735	1,535
1,000 or more	650	1,355	845	1,760

Specified expenses. For this study, specific expenses were classified into three broad categories: Expenses associated with premoving activity, with moving activ-

ities, and with protection or guarantees from certain losses. Of the 225 agreements referring to relocation allowances, 104 (46 percent) required that specific expenses be reimbursed by the company. The vast majority of the agreements were negotiated in nonmanufacturing industries: 45 in communications, 17 in utilities, and 16 in transportation. Three unions– two heavily involved in nonmanufacturing– accounted for almost one-half of these provisions: Electrical Workers (IBEW) (15), Communications Workers (22), and Teamsters (14). Independent telephone unions accounted for another nine such provisions.

Premoving activity. Premoving activity was defined as including payment for wage losses and travel expenses connected with seeking a residence in a new community. Of the 104 agreements providing for specific expenses, 40 (covering 321,600 workers) included reimbursement, in whole or part, for premoving activities. Travel expenses often covered the spouse and other family members, as well as the employee, with the size of the benefit sometimes depending upon whether or not the company initiated the transfer provision. Most of the guarantees for protection against wage losses provided for "reasonable" time off:

(222) The company will reimburse employees for...one round trip of employee's spouse to assist in the final selection of the residence into which the employee intends to move, including meals and lodging, for a period not to exceed 5 days.

(223) If it is necessary for employees permanently transferred from one county to another...to move their residence, they will be reimbursed for the following expenses to the extent they were reasonably incurred....

Meal, lodging and transportation expense actually incurred for one other member of their immediate family while looking for a residence in the new community up to a maximum of 3 trips or 6 days.

(224) When an employee is transferred at the instance of the company from one town to another...the employee shall suffer no loss of regular pay for reasonable time off to arrange for suitable housing, the moving of household furnishings, and to make the trip to the new location.

Moving activities. As would be expected, the vast majority of agreements (89) providing for payment of specific expenses permitted payment for moving activities. The incidence of these provisions parallelled that of specific expenses clauses. Reimbursement for costs associated with moving activities included payments for wage losses while in transit, travel expenses for the worker and family, lodging expenses while waiting to move into the new residence, charges for moving household goods, and incidental costs, such as those for utility hookups and disconnections.

Wages while in transit. Twenty-five agreements specified payment for wages while in transit. Usually, the provisions stipulated pay for a "reasonable" time or the time required to take the shortest, most practical route or means of transportation:

(216) When an employee is permanently transferred from one 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.

(100) The employee will suffer no loss of regular pay for reasonable time off to arrange for the moving of household furnishings and to make the trip to the new location.

(225) Time schedules by the company for travel via common carrier by the shortest practical route between the work location to and from which the employee is transferred shall be paid for....

Moving household goods. Of the 95 agreements providing for specific expenses, 92 compensated the transferee for the cost of moving household goods, including storage charges. Household goods may include such items as furniture, appliances, clothing and other personal effects. Some of the contracts stipulated restrictions, such as overall poundage shipped at company expense. One agreement required the employees to absorb a deductible before the company's obligation began:

(226) If it is necessary for employees permanently transferred...to move their residence, they will be reimbursed for...the actual expense of packing, moving, and unpacking the customary personal household belongings of employees and their immediate family including transportation and insurance of household furniture.

(178) Actual normal packing, crating, appliance service, transportation storage and all-risk insurance expenses for the employe's household goods shall be paid by the company....

(227) When an employee is permanently transferred from one established headquarters to another...the employee will pay moving expense up to and including $50.00. Any expense in excess of $50.00 will be paid for by the company....

Travel expenses. Recognizing that relocation may entail significant travel time and expenses, particularly for transferees with large families, 66 agreements provided compensation for travel expenses for the worker and, usually, his immediate family. A few agreements (17) even called for the payment of costs incurred in moving automobiles and trailers:

(228) Employees who...are required to relocate their residence...shall receive moving costs....Reimbursement shall be made for...transportation and meal expense for the employee and family when actually moving. If the employee's personal car is used, reimbursement for it's use shall be at the rate of 15 cents a mile.

(229) The company will reimburse employees for... transportation and meal expense for spouse and children on the day of the move en route from the former residence to the new location where they will live provided the employee presents receipts for transportation. When the personal automobile is used, receipts need not be presented.

(178) An employee residing in a house trailer who elects to move his/her house trailer by personal auto shall receive 14 cents per mile for the employee's personal automobile. The company shall also pay actual cost of necessary State permits....

Expenses incurred while waiting to move into a new residence. In the event the transferee's new residence is not ready, a substantial number of agreements (38) contained contract language providing compensation for the transferee's lodging, meals, and other specified expenses while waiting to move into a new residence. One agreement even compensated for computing expenses of employees who were unable to find a suitable residence:

(80) The company will pay...lodging and transportation expenses actually incurred by the employee and meal expense...until the employee's new residence is established, for a period not in excess of 6 weeks 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 6 weeks.

(226) If it is necessary for employees permanently transferred from one payroll location to another (other then at their own request but including volunteers in situations where otherwise some other employee would be required to transfer) to move their residence, they will be reimbursed for the following expenses to the extent they were reasonably incurred.

Meal and lodging expenses actually incurred by employees and their immediate family from the date of moving until delivery of household goods and connection of utilities not to exceed 3 days.

(228) When circumstances beyond employee's control prevent finding a suitable home, commutation expense for a period up to 6 months.

(186) The company agrees to pay moving and transportation expenses for the employee and his family when promoted to a position in another city, when displaced from his position as a result of reduction in hours or closure of a district office or when displaced due to the closure of a plant maintenance headquarters resulting from the realignment of territories. In addition, such employee shall be provided reasonable expenses up to 30 days while locating a suitable place to live.

Incidental expenses. In addition to providing payments for the major expenses incurred because of moving, management may provide payment for a transferee's miscellaneous expenses. In 17 agreements, companies paid expenses incurred for utility hookups or disconnections. A few contracts also provided compensation for incidental premoving and postmoving expenses, such as carpet laying, appliance and cleaning services, and drapery hanging:

(80) An employee entitled to moving expenses...will be reimbursed for...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.

(100) The company will also reimburse the employee for the following expenses:

Expenses incurred for disconnecting normal household appliances at the old residence and reconnecting said appliances at his new residence....

(222) The company will reimburse employees for...actual miscellaneous expenses up to a maximum of $500.00 for a single employee and $700.00 for a married employee. These expenses shall include such pre-moving and post-moving expenses as appliance services, cleaning services, piano tuning, drapery hanging, carpet laying, baby-sitting....

Reimbursement or protection against real estate losses or expenses. Besides direct expenses incurred because of moving, transferees may bear further financial expenses or losses because of their position as homeowners or renters. Transferees who are homeowners may have to make mortgage payments on the old residence or mortgage prepayments on a new house, pay closing or settlement costs when disposing of the old residence or when buying a new house, or to sell the old residence below market value or buy a new house in a higher cost area. Transferees who are renters may have to break a lease or pay additional fees when renting a new residence. Thirty-eight agreements contained contract language referring to reimbursement or protection against real estate losses or expenses. Most (36) provided limited, but nevertheless important, protection against some of these losses.

Nine agreements contained contract language providing for reimbursement or protection against losses or expenses borne by transferred homeowners. The majority of contracts specified either the payment of closing or settlement costs or reimbursement for mortgage prepayments. One contract, however, provided a wide variety of benefits, from paying a realtor's commission to advancement of equity or a loan to purchase a new residence:

(225) An employee who is notified of a permanent transfer shall be eligible to reimbursement for additional expenses as follows:

The employee shall have an option either to sell his or her house (excluding mobile homes) privately or sell it to a realty corporation designated by the com-

pany, provided: such house is the employee's 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 commercial purposes, and the house shall not have been rented after the employee has been notified of the permanent transfer.

(a) An employee who elects to sell his or her 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 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.

(7) Inspection fees (where required by State law).

(b) An employee who elects to sell his or her principal residence to the realty corporation designated by the company must meet the following additional requirements:

(1) The realty corporation's offer must be accepted within 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 2 1/2% 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 the employee's principal residence to the realty corporation designated by the company will not incur the expenses specified in subparagraph (a) (1) through (7).

An employee who elects to purchase a house (excluding mobile homes) will be eligible to reimbursement of the incurred expenses listed in subparagraph (1) through (10) below, for amount not to exceed $750 in taking title (closing costs) on the purchase of a house provided such house is to be used as the employee's principal residence. The house is either a one- or two-family dwelling and is not to be used for commercial purposes. The transaction of purchase shall be completed within six (6) months following the date of the employee's transfer. Such expense shall be substantiated by invoices or a copy of the closing statements:

1. Legal fees.

2. Title insurance fees.

3. Bank service fees (including fees such as mortgage origination fees and the like but excluding discount "points" in any form).

4. Mortgage taxes.

5. Mortgage approval and/or credit rating fees.

6. Real estate transfer costs.

7. Recording fees.

8. Survey expenses.

9. Appraisal fees.

10. Inspection fees.

An employee who elects to purchase a house at the new base location shall be eligible to advance of equity and loans from the company necessary to assist the employee in the purchase of a home subject to the following terms and conditions:

(a) Advances of equity may not exceed the amount of employee's equity in a currently owned home...based upon appraised value determined by the company or a contract of sale. Advance of equity and loans will not apply to cooperative apartments, condominiums or mobile homes.

(b) Where employee's equity is not sufficient to obtain another home, a loan may be granted for an additional amount, if any, by which the employee's rate of pay on an annual basis exceeds his or her equity in the home being sold.

(c) All advances and loans will be evidenced by a promissory note.

(d) Advances and/or loans granted by the company will be based upon the employee's assets, liabilities and ability to repay without undue hardship or financial burden and only as required to meet commitments on the new home.

(e) Initial advance of equity and all subsequent advances are made without interest and must be repaid within 30 days after the employee

receives the net cash proceeds from the sale of his home, but in any event no later then 4 months from the date of the initial promissory note. Partial payments received by an employee from a buyer within the 4 month period shall be remitted immediately to the company for reduction of the advance.

(f) Loans are payable within 9 months from the date of the initial note for an advance or loan, and shall bear interest at an annual rate specified by the company. Partial payments may be applied at any time against interest bearing notes, except that partial payments resulting from the employee's receipt of proceeds of sale shall first be applied against the principal due on any interest-free note.

(100) Only the following actual out-of-pocket expenses connected with the sale of the employee's residence will be paid by the company.

Realtor's commission for selling the property. This commission is not to exceed the rate generally in effect in the community.

Any penalty payment that the employee must pay because of pre-payment or early payment of the mortgage loan on his residence. This penalty payment should not exceed $200.00.

Appraisal fee or expense if paid by the seller.

Cost of preparation of abstract or cost of title insurance or title search in those localities in which there is a well-established practice of the seller furnishing proof of title (by abstract, title insurance or other title search). Such expenses are not reimbursable where the seller varies from the established local practice of the purchaser paying for his own title insurance, abstract or title search.

The cost of any federal revenue or documentary stamps that the seller has to purchase in connection with the transfer or sale of his residence.

(228) Employees who in the judgement of the company are required to relocate their residence...shall receive reasonable moving costs....Reimbursement shall be made for such necessary expenses as the following:

Where the employee purchases a new home prior to being able to sell an old home, a reasonable amount of duplicate carrying charges incurred in the interim. Reimbursement shall be made only for a period not to exceed 3 months during which the old home is unoccupied and a realistic attempt is being made to sell. Duplicate carrying charges include mortgage interest, real estate taxes and insurance on the old home but do not include maintenance or operating costs, or payments of mortgage principle.

The following expenses when incurred by the employee in purchasing a new home or selling old home, not to exceed $400 in total:

a. Appraisal

b. Share of closing fees. (Payment of these fees varies among communities: in some, the purchaser pays; in others, the seller. It is intended that the reimbursement be for the employee's share of such fees at either or both locations, excluding such costs as commissions.)

c. Title search

d. Revenue stamps

e. Recording deed

f. Survey

g. Mortgage placement fee

h. Credit report

i. Interest on short-term loan for down payment

The following expenses incurred when selling the old home:

a. Mortgage prepayment penalty

b. Real estate commission to a licensed agent at the going rate in the area not to exceed 6%.

Sixteen agreements required the company to provide limited financial protection against losses due to the breaking of a lease. A few agreements stipulated an extension to the stated period for "undue hardship":

(102) A transferred 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.

(223) If it is necessary for employees permanently transferred from one county to another...to move their residence, they will be reimbursed for...duplicate rent at either the new or old location (whichever is less) that the employee is unable to avoid up to a maximum of 6 weeks.

(224) A transferred employee shall be reimbursed for loss of unexpired rent or house payment for a period not to exceed one month except that in case of undue hardship consideration will be given to reimburse the employee for unexpired rent or house payment beyond one month but not to exceed 3 months.

General expenses. In contrast to the more comprehensive relocation allowances requiring payment for specific relocation expenses, 43 agreements (covering 316,900 workers) referred to an allowance, but provided no detail beyond the fact that the company was obligated to defray "moving expenses" whenever it became necessary to relocate employees. General expenses were most commonly paid for transfers initiated by the company (26), and to a lesser extent for displacements

or layoffs (10), worker request (6), and transfers of operation (5). Over four-fifths of these provisions were found in agreements negotiated by three unions: Electrical Workers (IBEW), Communications Workers, and Teamsters:

(155) The company shall defray moving expenses whenever regular employees are required to move from one territory to another.

(230) ...When an employee is transferred from one city to another, all moving expenses shall be paid by the company.

(231) When an employee is requested by the company to transfer his headquarters, the expense of moving shall be borne by the company.

(232) Employees who in the judgement of the company are required to relocate their residence as a result of permanent involuntary transfer initiated by the company shall receive reasonable moving costs.

Hybrid allowances. Eleven agreements provided more than one type of allowance, with the selection based on the circumstances requiring the worker's move or the desires of the employee. Most of these identified provisions involved a combination of lump-sum and specific expense payments and were found in agreements in the primary metal industry:

(74) An employee with 10 years or more of accredited service who has been laid off for reasons other than a permanent plant closing and accepts employment...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, on the following terms:

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

Miles between plant locations	*Single employees*	*Married employees*
50 – 99	$200	$ 600
100 – 299	250	650
300 – 499	300	750
500 – 999	350	950
1,000 – 1,999	450	1,200
2,000 or more	550	1,450

An employee who is laid off as a result of a permanent plant closing and who accepts employment... at least 25 miles from the plant being closed, and who changes his permanent residence as a result thereof, shall be entitled to the following:

(a) Movement of normal household goods, arranged for by the company. The cost of such to be paid out of the (SUB) fund.

(b) Reimbursement for the reasonable one-way transportation for the employee and his dependents to the new residence. The cost of such to be paid out of the (SUB) fund.

(c) Reimbursement by the company for reasonable legal fees and other fees and closing costs of a new home up to a maximum of $500.

(233) Employees who are permanently transferred by the company to a new reporting headquarters, except in the case of re-employment following layoff, may:

(a) elect to receive reimbursement for reasonable moving costs incurred not to exceed $1,500.00 if they are required, in the judgement of the company, to relocate their residence as a result of the transfer; or

(b) elect to receive a relocation allowance of $300.00 if the new reporting headquarters is more than 50 miles from the employee's present permanent reporting headquarters.

(132) An employee with 10 years or more of seniority or continuous service who has been laid off for reasons other than permanent plant closing and accepts employment...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, on the following terms:

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

Miles between plant locations	*Single employees*	*Married employees*
50 – 99	$200	$ 600
100 – 299	250	650
300 – 499	300	750
500 – 999	350	950
1,000 – 1,999	450	1,200
2,000 or more	550	1,450

An employee with 2 or more years of continuous service who is laid off as a result of a permanent plant closing and who accepts employment...at least 25 miles from the plant being closed, and who changes his permanent residence as a result thereof, shall be entitled to the following:

(1) Movement of normal household goods, arranged for by the company....

(2) Reimbursement for the reasonable one-way transportation costs for the employee and his dependents to a new residence....

(3) Reimbursement for reasonable legal fees and other fees and closing costs of a new home up to a maximum of $500.

Limitations. To guard against excessive costs, management often places exclusions or limitations on these relocation allowances and, thus, lessens the protection afforded affected employees. A large number of agree-

ments incorporated monetary or weight limitations on payments:

(234) An individual employed at a new location as provided above, who changes his permanent residence, will be paid a relocation allowance in the amount of the actual expenses for moving his household effects, up to a maximum of $1,500.

(201) An employee...shall be entitled to...reimbursement by the company for reasonable legal fees and other fees and closing costs of a new home, up to a maximum of $500.

(199) Those who transfer to another port...shall be given the following considerations by PMA:

(a) Round trip transportation, subsistence and lodging for one advance trip only to look for housing in the port to which transferred. This trip shall be limited to the man to be transferred, his wife, or both and transportation reimbursement shall be made on the basis of cost of economy-class public transportation, or at 10 cents per mile if personal car is used. Subsistence reimbursement shall be on the basis of $3.00 per meal per person and lodging reimbursement shall be on the basis of actual cost with receipts to be furnished. This advance trip shall not exceed 5 days.

(b) Moving expenses for family and for the family's personal belongings and household goods as indicated below:

(1) Moving of personal belongings, i.e., household goods by a licensed moving company selected by the parties. Pacific Maritime Association payments for shipment of household goods will be limited to a maximum of 6,500 pounds of shipment for a married man and his family; single longshoremen, with no dependents involved shall be limited to 2,500 pounds. Insurance shall not exceed $1.25 per pound.

(2) Transportation to the port to which transferred and subsistence and lodging for the longshoreman and his family. Reimbursement for transportation shall be made on the basis of cost of economy-class transportation, or at 10 cents per mile if personal car is used. Subsistence reimbursement shall be on the basis of $3.00 per meal per person and lodging reimbursement shall be on the basis of actual cost, with receipts to be furnished. The maximum payment for subsistence and lodging while traveling and while in the port to which transferred shall not exceed normal time, for mode of travel used, plus three days.

Some agreements explicitly excluded certain types of worker movements or expenses from payment or varied the size of the allowance depending on the circumstances of the move:

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

(a) 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.

(b) 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 disconnects, reconnecting or repairing articles; or removing or installing such items as TV sets, swing sets or air conditioners; or electrical, plumbing or carpentry service....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 antenna, curtain rods, swing sets, air conditioning, awnings, etc.; (7) connecting or disconnecting utilities; (8) electrical, plumbing or carpentry services; (9) storage charges; (10) trailer insurance; (11) pickup, hauling, or delivery.

(c) 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. 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....

(235) An employee's regular starting point will be changed effective with assignment to a work location having a different reporting point and where it is contemplated that the employee will work indefinitely at such location. There may be some changes in regular starting points which will not involve a change of residence due to the short distance concerned. Where a change of residence is required, the regular transfer rules will apply and the company will pay the expense of moving the employee, the employee's family and household goods, except where such change in residence is incurred by the employee as a result of promotion, demotion, transfer at the employee's request, or acceptance of a job in lieu of demotion or layoff.

(236) 1. In the event of permanent refinery shutdown, when an employee exercised 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.

2. In pipeline and producing operations, when an employee is demoted to a lower paid classification, promoted to a higher paid classification, or is displaced

by reason of seniority rules, and thereby is compelled to move, the employer will pay the moving expenses as defined and limited in section 3 hereof.

3. The cost of moving shall be confined to paying the costs of moving personal effects and household goods not to exceed a total of $450.00.

4. 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.

Other agreements established various time limitations for reimbursement of specific types of expenses:

(226) If it is necessary for employees permanently transferred...to move their residence, they will be reimbursed for the following expenses to the extent they were reasonably incurred....

Meal, lodging and transportation expenses actually incurred by employees until their new residence is established, for a period not in excess of 6 weeks from the date of transfer. If warrented by unusual circumstances, the department head may authorize the reimbursement of such expenses for a period in excess of 6 weeks.

Meal, lodging and transportation expenses actually incurred by one other member of employees' immediate family while looking for a residence in the new community up to a maximum of 3 trips or 6 days.

Meal and lodging expenses actually incurred by employees and their immediate family from the date of moving until delivery of household goods and connection of utilities, not to exceed 3 days.

Duplicate rent at either the new or old location (whichever is less) that employees are unable to avoid up to a maximum of 6 weeks.

(223) If it is necessary for employees permanently transferred from one county to another...to move their residence, they will be reimbursed for the following expenses to the extent they were reasonably incurred....

Lodging and transportation expenses actually incurred by employees and meal expense...until the employees' new residence is established, for a period not in excess of 6 weeks from the date of transfer. If warrented by unusual circumstances, the company may authorize the reimbursement of such expenses for a period in excess of 6 weeks.

Meal, lodging and transportation expense actually incurred for one other member of their immediate family while looking for a residence in the new community up to a maximum of 3 trips or 6 days.

Meal and lodging expense actually incurred for employees and their immediate family from the date of moving until delivery of household goods and connection of utilities, not to exceed 3 days.

Duplicate rent at either the new or old location (whichever is less) that the employee is unable to avoid up to a maximum of 6 weeks.

(237) The relocation plan provides financial assistance for all reasonable expenses such as moving household goods, transportation, meals and lodging expenses for employees and members of their immediate family.

The expenses connected with the move (other than moving household goods) will be paid by the employee from a "special temporary advance."... The principal items of reimbursable expenses that would apply under normal circumstances are as follows:

Employee's expenses for a reasonable period prior to moving into a new residence. (Thirty consecutive calendar days maximum.)

1. Hotel and meal expenses.

2. Trips home prior to permanent relocation plus local transportation to residence.

Expenses of locating a new residence. (Maximum of 3 days.)

1. Transportation.

2. One round trip of spouse to assist in final selection of new residence.

3. Lodging and meals for spouse during this trip.

Lodging and meal expenses of family for the day preceding departure. (Movers packing personal effects.)

Restrictions on payments

Because relocation allowances represent a substantial expenditure of funds, it is not surprising that management might want to restrict its obligations by negotiating various limitations to these provisions. The limitations may serve to prevent duplicate payments by restricting the number of payments made in a given time period or given to family members residing in the same domicile. The allowances may also be offset by any funds allocated by Federal or State Governments to induce mobility of workers. Other restrictions may relate to the treatment of transferred employees who quit and those who fail to perform their new jobs. The vast majority of these restrictions appeared in provisions calling for lump-sum payments, particularly in agreements negotiated by the Steelworkers and the Auto Workers.

Prevention of duplicate payments. Of the 225 agreements referring to relocation allowances, 71 contained one or more provisions designed to prevent possible duplication of payments. In 55 agreements, the company's obligation was limited to a single allowance pay-

ment to the members of one family living in the same residence and transferred by the company to the same locality:

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

(113) Only one relocation allowance will be paid when more than one member of the family living in the same residence are located pursuant to...(this provision)....

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

Federal and State allowances. Sixty-three agreements contained contract language designed to prevent duplication of payment in the event that government programs would provide relocation benefits to affected workers. Specifically, these clauses reduced the company's financial responsibility under the agreement by the amount of any Federal or State relocation benefits that might become available to the transferee. In one contract, negotiated allowances were reduced for employees failing to file for Federal or State programs:

(240) 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 paragraph when added to the amount of relocation allowance provided by such legislation shall not exceed the maximum amount of relocation allowance the employee is eligible to receive under the provisions of this paragraph.

(241) 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....

(158) 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, 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.

Number of allowances given in any time period. Another way to prevent duplicate payments and excessive worker movements is to restrict the number of allowances given to an employee in a specified time period. Provisions containing such contract language were found in eight agreements, with the time period usually set at 12 months:

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

(130) Employees promoted...(and) who are required to move their residence to the exchange area shall have their moving expenses paid by the company. Such moving expense shall be paid not more than once in any 12 month period.

(134) Only one moving expense allowance, as covered by this section, shall be allowed an employee in any 12 month period.

Treatment upon quitting. Occasionally, a transferee might decide to quit his or her job shortly after having been relocated. To deal effectively with this situation, the contract might stipulate that the relocation allowance must be deducted from wages or other benefits owed to the transferee at the time of departure. Forty-seven agreements providing relocation allowances contained contract language specifying the effect upon the allowance if the transferee quits before a stated period, usually set at 12 months:

(209) 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 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.

(138) The amount of any such moving allowance will be reduced by the amount of any moving 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, or other benefits if the employee quits or is discharged for cause any time during the 12 months following the start of such new job.

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

Another method to reduce early departures by recently transferred employees is to pay the allowances in installments. A few agreements contained such payment schemes, usually with two installments being paid 60 days apart and with the requirement that transferred employees must continue their employment to be eligible for payment:

(234) An individual employed at a new location as provided above, who changes his permanent residence,

will be paid a relocation allowance in the amount of the actual expenses for moving his household effects, up to a maximum of $1,500.

The allowance will be paid one-half in the first pay period of such employment, and the second one-half 60 days thereafter, provided the individual concerned has remained an employee at the new location.

(243) An individual employed at a new location as provided above, who changes his permanent residence, will be paid a relocation allowance in the amount of the actual expenses for moving his household effects, up to a maximum of $1,500.

The allowance will be paid one-half in the first pay period of such employment, and the second one-half 60 days thereafter, provided the individual concerned has remained an employee at the new location.

Periodic review

Because problems may arise from time to time in administering benefit programs, such as relocation allowances, a review procedure may be included in the contract. The review procedure allows the parties to air any difficulties or problems incurred in the administration of the provision on a regular basis during the term of the agreement and to recommend solutions and, thus, avoid potential disputes. Under the agreements studied, the company is usually required to supply the review committee with any pertinent data relating to the operation of the provisions.

Of the 225 agreements, 36 provided for such review. Many of the review procedures were found in interplant transfer provisions that also covered relocation allowances, particularly in agreements negotiated by the Steelworkers:

(244) The operation of this Article 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 Article 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 Article.

(19) The operation of...(these) provisions 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 these provisions 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 these provisions.

(77) 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.

General administrative regulations

In negotiating relocation allowances, consideration must be given both to the employee's need for prompt financial support and the company's need to administer the benefits as efficiently and effectively as possible. Therefore, many agreements established various procedural requirements governing payment. Some of the more common administrative regulations included prompt payment of benefits, presentation of receipted bills or other evidence of payment, filing of a written application for benefits within a specified time frame, proof of residence, and submission of estimates of cost of moving for approval:

(100) The employee will be reimbursed, upon presentation of receipted bills or other evidence of payment, for actual costs of transportation, meals, lodging and other incidental expenses of himself and the member of his immediate family residing with him, including drayage costs and other incidental expenses of moving household furnishings.

(227) The company will be contacted prior to the making of any commitments on the part of the employee, and the arrangements for the move will be made through the company on a regular requisition.

(228) The employee shall obtain at least 2 estimates of the cost of such moving (expenses) and submit them to the supervisor for approval before such expenses are incurred.

(133) To be eligible for such a moving allowance under this section, an employee so transferred must:

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

2. Make application to the Plant Employee Relations Department for such moving allowance within 6 months after date of such transfer.

(245) An employee who is assigned a job...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....

Table 1. Plant movement provisions in sample of major collective bargaining agreements by industry, 1980-81[1]

(Workers in thousands)

Industry	All agreements		Movement permitted, subject to limitations		No explicit limitations			
					Total		In management rights clause only	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries	522	2,359.3	189	1,162.2	37	82.6	31	62.7
Manufacturing	253	1,001.7	127	691.2	28	57.8	25	52.1
Food, kindred products	27	62.5	15	43.2	3	5.7	3	5.7
Tobacco manufacturing	3	8.7	1	2.1	-	-	-	-
Textile mill products	4	11.3	-	-	1	1.6	1	1.6
Apparel	10	24.0	7	17.0	1	1.4	1	1.4
Lumber, wood products	4	7.0	2	4.4	-	-	-	-
Furniture, fixtures	5	6.7	4	5.1	-	-	-	-
Paper, allied products	15	22.8	7	10.5	2	2.8	2	2.8
Printing and publishing	4	7.6	3	6.4	-	-	-	-
Chemicals	14	27.3	3	3.6	2	3.7	1	1.6
Petroleum refining	4	8.1	3	6.8	-	-	-	-
Rubber and plastics	5	15.9	4	14.8	-	-	-	-
Leather products	4	7.0	2	3.8	1	2.2	-	-
Stone, clay, and glass	13	30.4	8	16.9	1	1.4	1	1.4
Primary metals	29	210.9	20	192.4	1	1.2	1	1.2
Fabricated metals	13	35.1	6	15.9	2	5.1	2	5.1
Nonelectrical machinery	28	78.0	13	46.6	5	6.9	5	6.9
Electrical machinery	29	158.2	11	90.5	4	12.8	3	11.4
Transportation equipment	36	265.9	15	202.2	5	12.9	5	12.9
Instruments	3	8.2	2	6.0	-	-	-	-
Miscellaneous manufacturing	3	5.7	1	2.6	-	-	-	-
Nonmanufacturing	269	1,357.5	62	471.0	9	24.8	6	10.6
Mining, crude petroleum, and natural gas	5	131.6	3	128.3	1	1.2	1	1.2
Transportation[2]	18	136.8	12	110.8	-	-	-	-
Communications	31	261.6	5	52.6	2	3.3	2	3.3
Utilities, electric, and gas	26	57.8	9	17.2	1	2.4	1	2.4
Wholesale trade	4	8.2	3	6.1	1	2.1	1	2.1
Retail trade	44	182.2	25	133.5	3	14.2	1	1.5
Hotels and restaurants	12	56.1	1	8.0	1	1.5	-	-
Services	24	130.1	1	7.8	-	-	-	-
Construction	103	389.5	2	4.6	-	-	-	-
Miscellaneous nonmanufacturing	1	2.0	1	2.0	-	-	-	-

See footnotes at end of table.

Table 1. Continued—Plant movement provisions in sample of major collective bargaining agreements by industry, 1980–81[1]

(Workers in thousands)

Industry	No explicit limitations—Continued						No reference to plant location or shutdown	
	In grievance and arbitration clause only		In management rights and grievance and arbitration clauses		Other		Agreements	Workers
	Agreements	Workers	Agreements	Workers	Agreements	Workers		
All industries	1	4.2	1	2.2	4	13.5	296	1,114.4
Manufacturing	–	–	1	2.2	2	3.5	98	252.6
Food, kindred products	–	–	–	–	–	–	9	13.5
Tobacco manufacturing	–	–	–	–	–	–	2	6.6
Textile mill products	–	–	–	–	–	–	3	9.8
Apparel	–	–	–	–	–	–	2	5.6
Lumber, wood products	–	–	–	–	–	–	2	2.6
Furniture, fixtures	–	–	–	–	–	–	1	1.6
Paper, allied products	–	–	–	–	–	–	6	9.5
Printing and publishing	–	–	–	–	–	–	1	1.2
Chemicals	–	–	–	–	1	2.1	9	19.9
Petroleum refining	–	–	–	–	–	–	1	1.3
Rubber and plastics	–	–	–	–	–	–	1	1.1
Leather products	–	–	1	2.2	–	–	1	1.0
Stone, clay, and glass	–	–	–	–	–	–	4	12.1
Primary metals	–	–	–	–	–	–	8	17.3
Fabricated metals	–	–	–	–	–	–	5	14.0
Nonelectrical machinery	–	–	–	–	–	–	10	24.5
Electrical machinery	–	–	–	–	1	1.4	14	54.9
Transportation equipment	–	–	–	–	–	–	16	50.7
Instruments	–	–	–	–	–	–	1	2.2
Miscellaneous manufacturing	–	–	–	–	–	–	2	3.1
Nonmanufacturing	1	4.2	–	–	2	10.0	198	861.7
Mining, crude petroleum, and natural gas	–	–	–	–	–	–	1	2.1
Transportation[2]	–	–	–	–	–	–	6	26.0
Communications	–	–	–	–	–	–	24	205.6
Utilities, electric, and gas	–	–	–	–	–	–	16	38.1
Wholesale trade	–	–	–	–	–	–	0	.0
Retail trade	1	4.2	–	–	1	8.5	16	34.5
Hotels and restaurants	–	–	–	–	1	1.5	10	46.6
Services	–	–	–	–	–	–	23	122.3
Construction	–	–	–	–	–	–	101	384.9
Miscellaneous nonmanufacturing	–	–	–	–	–	–	–	–

[1] The vast majority of agreements were scheduled to expire in 1980 or 1981.

[2] Excludes railroad and airline industries.

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

Table 2. Notice and participation provisions relating to plant shutdown or relocation in sample of major collective bargaining agreements by industry, 1980–81[1]

(Workers in thousands)

Industry	All agreements		Total having provisions		Relate to decision to close or relocate plant				Relate to impact on employees	
					Notice only		Union approval or joint agreement		Consultation, discussion, or bargaining	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries	522	2,359.3	76	495.6	28	133.0	10	93.9	20	71.2
Manufacturing	253	1,001.7	57	368.4	18	110.5	4	7.0	17	53.4
Food, kindred products	27	62.5	6	19.1	5	13.7	–	–	–	–
Tobacco manufacturing	3	8.7	1	2.1	–	–	–	–	1	2.1
Textile mill products	4	11.3	–	–	–	–	–	–	–	–
Apparel	10	24.0	3	5.5	–	–	3	5.5	–	–
Lumber, wood products	4	7.0	–	–	–	–	–	–	–	–
Furniture, fixtures	5	6.7	1	1.2	–	–	–	–	1	1.2
Paper, allied products	15	22.8	2	3.1	2	3.1	–	–	–	–
Printing and publishing	4	7.6	1	1.2	1	1.2	–	–	–	–
Chemicals	14	27.3	–	–	–	–	–	–	–	–
Petroleum refining	4	8.1	1	1.3	–	–	–	–	–	–
Rubber and plastics	5	15.9	2	9.4	1	8.3	–	–	–	–
Leather products	4	7.0	1	1.5	–	–	1	1.5	–	–
Stone, clay, and glass	13	30.4	5	10.4	1	1.8	–	–	4	8.7
Primary metals	29	210.9	12	161.3	1	1.4	–	–	2	9.7
Fabricated metals	13	35.1	5	14.3	1	3.0	–	–	1	1.0
Nonelectrical machinery	28	78.0	4	30.3	1	1.4	–	–	1	1.9
Electrical machinery	29	158.2	6	81.6	4	75.4	–	–	2	6.2
Transportation equipment	36	265.9	7	25.7	1	1.1	–	–	5	22.5
Instruments	3	8.2	–	–	–	–	–	–	–	–
Miscellaneous manufacturing	3	5.7	–	–	–	–	–	–	–	–
Nonmanufacturing	269	1,357.5	19	127.2	10	22.5	6	86.9	3	17.8
Mining, crude petroleum, and natural gas	5	131.6	1	2.3	–	–	1	2.3	–	–
Transportation[2]	18	136.8	6	88.7	1	5.0	4	82.0	1	1.7
Communications	31	261.6	1	9.0	–	–	–	–	1	9.0
Utilities, electric, and gas	26	57.8	3	4.8	3	4.8	–	–	–	–
Wholesale trade	4	8.2	1	2.6	–	–	1	2.6	–	–
Retail trade	44	182.2	7	19.7	6	12.6	–	–	1	7.1
Hotels and restaurants	12	56.1	–	–	–	–	–	–	–	–
Services	24	130.1	–	–	–	–	–	–	–	–
Construction	103	389.5	–	–	–	–	–	–	–	–
Miscellaneous nonmanufacturing	1	2.0	–	–	–	–	–	–	–	–

See footnotes at end of table.

Table 2. Continued—Notice and participation provisions relating to plant shutdown or relocation in sample of major collective bargaining agreements by industry, 1980–81[1]

(Workers in thousands)

Industry	Relate to impact on employees—Continued[2]		Relate to both decision and impact[3]		Not clear if relate to decision or impact		No reference to notice and participation provision	
	Periodic review							
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries	14	164.2	2	2.4	2	30.7	446	1,863.6
Manufacturing	14	164.2	2	2.4	2	30.7	196	633.3
Food, kindred products	–	–	–	–	1	5.3	21	43.4
Tobacco manufacturing	–	–	–	–	–	–	2	6.6
Textile mill products	–	–	–	–	–	–	4	11.3
Apparel	–	–	–	–	–	–	7	18.5
Lumber, wood products	–	–	–	–	–	–	4	7.0
Furniture, fixtures	–	–	–	–	–	–	4	5.5
Paper, allied products	–	–	–	–	–	–	13	19.7
Printing and publishing	–	–	–	–	–	–	3	6.4
Chemicals	–	–	–	–	–	–	14	27.3
Petroleum refining	–	–	1	1.3	–	–	3	6.9
Rubber and plastics	–	–	1	1.1	–	–	3	6.4
Leather products	–	–	–	–	–	–	3	5.5
Stone, clay, and glass	–	–	–	–	–	–	8	20.0
Primary metals	9	150.2	–	–	–	–	17	49.6
Fabricated metals	3	10.3	–	–	–	–	8	20.7
Nonelectrical machinery	1	1.6	–	–	1	25.4	24	47.6
Electrical machinery	–	–	–	–	–	–	23	76.6
Transportation equipment	1	2.1	–	–	–	–	29	240.1
Instruments	–	–	–	–	–	–	3	8.2
Miscellaneous manufacturing	–	–	–	–	–	–	3	5.7
Nonmanufacturing	–	–	–	–	–	–	250	1,230.3
Mining, crude petroleum, and natural gas	–	–	–	–	–	–	4	129.3
Transportation[2]	–	–	–	–	–	–	12	48.1
Communications	–	–	–	–	–	–	30	252.6
Utilities, electric, and gas	–	–	–	–	–	–	23	52.9
Wholesale trade	–	–	–	–	–	–	3	5.6
Retail trade	–	–	–	–	–	–	37	162.5
Hotels and restaurants	–	–	–	–	–	–	12	56.1
Services	–	–	–	–	–	–	24	130.1
Construction	–	–	–	–	–	–	103	389.5
Miscellaneous nonmanufacturing	–	–	–	–	–	–	1	2.0

[1] The vast majority of agreements were scheduled to expire in 1980 or 1981.

[2] Excludes railroad and airline industries.

[3] Consultation, discussion, or bargaining on both decision and impact.

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

Table 3. Applicability of interplant transfer provisions in major collective bargaining agreements by industry, 1980–1981[1]

(Workers in thousands)

Industry	All agreements		Reason for activating provision							
			Total having provision		Displacement or layoff		Company convenience		Worker request	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries	1,593	6,904.5	552	3,397.9	317	2,489.8	168	1,013.3	196	1,513.1
Manufacturing	769	3,180.6	283	1,793.6	152	1,406.2	50	298.7	53	665.6
Food, kindred products	85	184.2	30	80.1	8	24.0	3	14.2	4	6.7
Tobacco manufacturing	8	22.5	–	–	–	–	–	–	–	–
Textile mill products	10	28.3	4	10.6	3	8.1	2	7.5	1	2.5
Apparel	30	191.5	2	4.4	2	4.4	–	–	–	–
Lumber, wood products	11	18.1	3	6.7	–	–	–	–	1	1.4
Furniture, fixtures	14	20.7	3	4.4	–	–	–	–	1	1.2
Paper, allied products	43	64.4	10	15.9	4	5.6	–	–	1	2.3
Printing and publishing	15	32.0	4	7.3	1	4.0	2	2.1	–	–
Chemicals	41	80.8	8	14.8	5	10.3	1	1.5	1	1.9
Petroleum refining	15	25.8	11	20.7	6	10.7	6	10.0	5	7.9
Rubber and plastics	15	49.3	5	30.2	3	27.3	–	–	–	–
Leather products	11	23.1	3	9.0	3	9.0	–	–	–	–
Stone, clay, and glass	37	97.3	20	67.9	10	28.0	2	2.2	2	3.3
Primary metals	89	468.6	45	347.4	35	327.0	3	5.1	4	14.8
Fabricated metals	43	194.2	18	51.7	12	34.5	2	5.3	3	4.5
Nonelectrical machinery	82	237.8	42	170.2	20	124.3	3	28.3	9	52.5
Electrical machinery	87	365.1	18	84.2	13	64.7	3	10.0	5	10.5
Transportation equipment	115	1,035.9	55	861.8	26	719.6	22	211.2	16	556.1
Instruments	9	26.7	2	5.9	1	4.6	1	1.3	–	–
Miscellaneous manufacturing	9	13.9	–	–	–	–	–	–	–	–
Nonmanufacturing	824	3,723.9	269	1,604.3	165	1,083.5	118	714.5	143	847.4
Mining, crude petroleum, and natural gas	17	169.2	7	142.4	6	141.0	–	–	4	11.2
Transportation[2]	58	442.5	32	295.8	16	112.5	1	2.8	15	107.1
Communications	93	792.9	75	633.8	53	485.2	52	446.8	41	407.3
Utilities, electric, and gas	78	199.7	49	132.7	29	93.0	25	76.2	36	104.3
Wholesale trade	14	27.0	7	13.2	2	3.5	1	1.8	–	–
Retail trade	129	417.7	80	305.7	47	210.8	34	177.4	37	177.6
Hotels and restaurants	36	149.0	3	22.8	2	7.8	–	–	3	22.8
Services	72	359.2	14	52.6	9	26.5	5	9.5	6	15.0
Construction	325	1,162.9	1	3.0	1	3.0	–	–	–	–
Miscellaneous nonmanufacturing	1	2.0	1	2.0	–	–	–	–	1	2.0

See footnotes at end of table.

Table 3. Continued—Applicability of interplant transfer provisions in major collective bargaining agreements by industry, 1980–1981[1]

(Workers in thousands)

Industry	Reason for activating provision—Continued									
	Plant closing, etc.		Transfer of operation		Staffing new plant		Other arrangements		Arrangement not specified	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries	199	1,616.4	99	1,118.4	75	382.8	6	41.1	102	508.1
Manufacturing	124	1,203.3	60	853.1	33	123.5	2	3.3	55	211.8
Food, kindred products	16	45.3	4	9.3	6	18.2	–	–	8	23.2
Tobacco manufacturing	–	–	–	–	–	–	–	–	–	–
Textile mill products	1	5.0	–	–	–	–	–	–	2	3.1
Apparel	1	3.0	–	–	–	–	–	–	–	–
Lumber, wood products	2	3.7	2	5.3	1	2.3	–	–	–	–
Furniture, fixtures	1	1.9	–	–	–	–	–	–	2	2.5
Paper, allied products	6	11.2	1	1.3	–	–	1	2.0	2	3.0
Printing and publishing	–	–	1	1.2	1	1.2	–	–	1	4.0
Chemicals	1	2.0	1	1.3	–	–	–	–	1	1.2
Petroleum refining	3	6.3	1	1.6	3	5.6	–	–	2	5.3
Rubber and plastics	4	28.9	1	1.3	1	3.8	–	–	–	–
Leather products	3	9.0	–	–	–	–	–	–	–	–
Stone, clay, and glass	13	46.3	–	–	3	10.3	–	–	6	23.0
Primary metals	29	303.4	2	3.8	6	23.2	–	–	3	5.1
Fabricated metals	11	38.9	2	4.0	–	–	–	–	3	12.2
Nonelectrical machinery	16	109.0	16	65.8	5	9.2	–	–	5	11.2
Electrical machinery	4	10.2	8	53.0	1	23.4	–	–	1	2.3
Transportation equipment	12	574.4	21	705.0	6	26.2	–	–	18	114.2
Instruments	1	4.6	–	–	–	–	1	1.3	1	1.3
Miscellaneous manufacturing	–	–	–	–	–	–	–	–	–	–
Nonmanufacturing	75	413.1	39	265.3	42	259.2	4	37.8	47	296.3
Mining, crude petroleum, and natural gas	4	135.0	2	7.3	3	7.1	–	–	–	–
Transportation[2]	19	133.2	15	157.5	14	113.8	–	–	6	31.0
Communications	2	10.0	3	55.2	–	–	2	21.7	14	193.6
Utilities, electric, and gas	7	19.7	4	12.3	5	21.3	–	–	8	18.5
Wholesale trade	2	2.8	5	10.8	4	7.9	–	–	–	–
Retail trade	38	106.1	6	13.3	14	103.7	1	1.1	16	49.3
Hotels and restaurants	–	–	–	–	–	–	1	15.0	–	–
Services	1	1.2	3	6.8	1	3.3	–	–	3	3.8
Construction	1	3.0	–	–	–	–	–	–	–	–
Miscellaneous nonmanufacturing	1	2.0	1	2.0	1	2.0	–	–	–	–

[1] The vast majority of agreements were scheduled to expire in 1980 or 1981.

[2] Excludes railroad and airline industries.

NOTE: Nonadditive. Dashes denote zeroes.

Table 4. Scope of interplant transfer provisions in major collective bargaining agreements by industry, 1980–81[1]

(Workers in thousands)

Industry	Total having interplant transfer provision		Scope of transfer rights					
			Total having provision		To all of company's plants		To specific plants or geographic areas only	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries	552	3,397.9	520	3,234.0	361	1,429.8	124	1,598.3
Manufacturing	283	1,793.6	272	1,773.9	192	640.3	67	1,093.3
Food, kindred products	30	80.1	25	70.8	17	46.2	5	12.6
Tobacco manufacturing	–	–	–	–	–	–	–	–
Textile mill products	4	10.6	4	10.6	4	10.6	–	–
Apparel	2	4.4	2	4.4	1	1.4	–	–
Lumber, wood products	3	6.7	3	6.7	2	4.4	1	2.3
Furniture, fixtures	3	4.4	3	4.4	3	4.4	–	–
Paper, allied products	10	15.9	9	14.6	7	11.6	2	2.9
Printing and publishing	4	7.3	4	7.3	4	7.3	–	–
Chemicals	8	14.8	8	14.8	6	11.5	1	1.3
Petroleum refining	11	20.7	10	19.7	8	17.0	1	1.3
Rubber and plastics	5	30.2	5	30.2	5	30.2	–	–
Leather products	3	9.0	3	9.0	3	9.0	–	–
Stone, clay, and glass	20	67.9	20	67.9	17	62.0	3	5.9
Primary metals	45	347.4	45	347.4	26	82.9	19	264.4
Fabricated metals	18	51.7	18	51.7	8	13.9	8	27.7
Nonelectrical machinery	42	170.2	40	168.1	28	86.2	11	80.8
Electrical machinery	18	84.2	17	80.2	11	52.4	3	20.0
Transportation equipment	55	861.8	54	859.8	41	184.2	12	672.6
Instruments	2	5.9	2	5.9	1	4.6	1	1.3
Miscellaneous manufacturing	–	–	–	–	–	–	–	–
Nonmanufacturing	269	1,604.3	248	1,460.1	169	789.5	57	504.9
Mining, crude petroleum, and natural gas	7	142.4	7	142.4	3	7.4	4	135.0
Transportation[2]	32	295.8	27	223.1	17	99.2	7	85.4
Communications	75	633.8	70	611.5	51	407.5	9	102.8
Utilities, electric, and gas	49	132.7	43	117.4	32	87.2	9	26.0
Wholesale trade	7	13.2	7	13.2	4	5.6	3	7.6
Retail trade	80	305.7	77	293.9	50	143.3	23	136.1
Hotels and restaurants	3	22.8	3	22.8	2	18.8	1	4.0
Services	14	52.6	12	30.6	9	17.4	1	7.8
Construction	1	3.0	1	3.0	1	3.0	–	–
Miscellaneous nonmanufacturing	1	2.0	1	2.0	–	–	–	–

See footnotes at end of table.

Table 4. Continued—Scope of interplant transfer provisions in major collective bargaining agreements by industry, 1980–81[1]

(Workers in thousands)

Industry	Scope of transfer rights—Continued						No reference to scope	
	Between companies		Between companies and within the company		Other		Agreements	Workers
	Agreements	Workers	Agreements	Workers	Agreements	Workers		
All industries	11	52.9	21	146.7	3	6.3	32	163.9
Manufacturing	5	17.0	6	19.0	2	4.2	11	19.7
Food, kindred products	2	10.7	–	–	1	1.2	5	9.3
Tobacco manufacturing	–	–	–	–	–	–	–	–
Textile mill products	–	–	–	–	–	–	–	–
Apparel	–	–	–	–	1	3.0	–	–
Lumber, wood products	–	–	–	–	–	–	–	–
Furniture, fixtures	–	–	–	–	–	–	–	–
Paper, allied products	–	–	–	–	–	–	1	1.3
Printing and publishing	–	–	–	–	–	–	–	–
Chemicals	–	–	1	1.9	–	–	–	–
Petroleum refining	–	–	1	1.5	–	–	1	1.0
Rubber and plastics	–	–	–	–	–	–	–	–
Leather products	–	–	–	–	–	–	–	–
Stone, clay, and glass	–	–	–	–	–	–	–	–
Primary metals	–	–	–	–	–	–	–	–
Fabricated metals	1	3.0	1	7.0	–	–	–	–
Nonelectrical machinery	1	1.1	–	–	–	–	2	2.1
Electrical machinery	1	2.3	2	5.6	–	–	1	4.0
Transportation equipment	–	–	1	3.0	–	–	1	2.0
Instruments	–	–	–	–	–	–	–	–
Miscellaneous manufacturing	–	–	–	–	–	–	–	–
Nonmanufacturing	6	35.9	15	127.6	1	2.1	21	144.2
Mining, crude petroleum, and natural gas	–	–	–	–	–	–	–	–
Transportation[2]	1	17.0	2	21.4	–	–	5	72.8
Communications	1	6.3	9	94.8	–	–	5	22.3
Utilities, electric, and gas	–	–	1	2.1	1	2.1	6	15.3
Wholesale trade	–	–	–	–	–	–	–	–
Retail trade	2	7.1	2	7.3	–	–	3	11.8
Hotels and restaurants	–	–	–	–	–	–	–	–
Services	2	5.4	–	–	–	–	2	22.0
Construction	–	–	–	–	–	–	–	–
Miscellaneous nonmanufacturing	–	–	1	2.0	–	–	–	–

[1] The vast majority of agreements were scheduled to expire in 1980 or 1981.

[2] Excludes railroad and airline industries.

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

Table 5. Scope of interplant transfer provisions in major collective bargaining agreements by reason for transfer, 1980-81[1]

(Workers in thousands)

Reason for transfer	Total having interplant transfer provision		Scope of interplant transfer					
			Total having provisions		To all of company's plants		To specific plants or geographic areas only	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All agreements	552	3,397.9	520	3,234.0	361	1,429.8	124	1,598.3
Displacement or layoff	317	2,489.8	312	2,461.3	203	906.1	84	1,387.5
Company convenience	168	1,013.3	166	1,005.4	126	599.5	28	330.0
Worker request	196	1,513.1	193	1,503.3	137	661.5	42	745.7
Plant closing, etc.	199	1,616.4	196	1,605.6	123	451.0	63	1,101.6
Transfer of operation	99	1,118.4	99	1,118.4	60	248.2	33	853.1
Staffing new plant	75	382.8	74	378.4	47	211.6	24	146.6
Other arrangements	6	41.1	6	41.1	5	39.8	1	1.3
Arrangement not specified	102	508.1	102	508.1	72	371.1	20	57.8

Reason for transfer	Scope of interplant transfer—Continued						No reference to scope	
	Between companies		Between companies and within the company		Other		Agreements	Workers
	Agreements	Workers	Agreements	Workers	Agreements	Workers		
All agreements	11	52.9	21	146.7	3	6.3	32	163.9
Displacement or layoff	6	30.0	16	131.2	3	6.3	5	28.5
Company convenience	4	20.6	8	55.2	-	-	2	7.8
Worker request	2	22.6	10	70.2	2	3.3	3	9.7
Plant closing, etc.	3	21.5	5	27.2	2	4.2	3	10.8
Transfer of operation	3	9.6	2	6.2	1	1.2	-	-
Staffing new plant	1	17.0	1	2.0	1	1.2	1	4.3
Other arrangements	-	-	-	-	-	-	-	-
Arrangement not specified	4	10.0	6	69.1	-	-	-	-

[1] The vast majority of agreements were scheduled to expire in 1980 or 1981.

NOTE: Nonadditive. Dashes denote zeroes.

Table 6. Interplant transfer rights in major collective bargaining agreements by industry, 1980-81[1]

(Workers in thousands)

Industry	All agreements		Nature of interplant transfer rights							
			Total having provision		Transfer of operation		Preferential hiring		Bumping	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries	1,593	6,904.5	552	3,397.9	71	583.4	154	1,469.6	133	775.5
Manufacturing	769	3,180.6	283	1,793.6	44	394.4	118	1,317.7	52	343.6
Food, kindred products	85	184.2	30	80.1	5	13.5	6	23.3	11	40.6
Tobacco manufacturing	8	22.5	-	-	-	-	-	-	-	-
Textile mill products	10	28.3	4	10.6	-	-	-	-	1	5.0
Apparel	30	191.5	2	4.4	-	-	1	3.0	1	1.4
Lumber, wood products	11	18.1	3	6.7	1	2.3	1	2.3	-	-
Furniture, fixtures	14	20.7	3	4.4	-	-	2	3.2	-	-
Paper, allied products	43	64.4	10	15.9	1	1.3	5	9.2	1	2.0
Printing and publishing	15	32.0	4	7.3	2	2.3	2	5.2	-	-
Chemicals	41	80.8	8	14.8	1	1.3	1	3.3	1	1.2
Petroleum refining	15	25.8	11	20.7	1	1.6	1	1.6	2	3.5
Rubber and plastics	15	49.3	5	30.2	1	1.3	4	28.9	-	-
Leather products	11	23.1	3	9.0	-	-	2	6.6	-	-
Stone, clay, and glass	37	97.3	20	67.9	-	-	6	18.0	3	6.8
Primary metals	89	468.6	45	347.4	2	3.8	31	318.7	4	15.2
Fabricated metals	43	194.2	18	51.7	3	6.4	9	33.4	1	1.8
Nonelectrical machinery	82	237.8	42	170.2	8	14.3	18	114.6	9	53.5
Electrical machinery	87	365.1	18	84.2	4	38.5	6	35.3	5	16.7
Transportation equipment	115	1,035.9	55	861.8	15	307.5	22	706.3	13	195.7
Instruments	9	26.7	2	5.9	-	-	1	4.6	-	-
Miscellaneous manufacturing	9	13.9	-	-	-	-	-	-	-	-
Nonmanufacturing	824	3,723.9	269	1,604.3	27	189.0	36	151.9	81	431.9
Mining, crude petroleum, and natural gas	17	169.2	7	142.4	2	7.3	3	10.0	3	8.3
Transportation[2]	58	442.5	32	295.8	11	98.7	6	44.9	5	21.5
Communications	93	792.9	75	633.8	5	65.5	6	39.2	21	182.3
Utilities, electric, and gas	78	199.7	49	132.7	1	4.1	7	22.0	15	44.2
Wholesale trade	14	27.0	7	13.2	2	2.8	5	10.4	1	1.3
Retail trade	129	417.7	80	305.7	4	8.1	6	14.8	33	167.4
Hotels and restaurants	36	149.0	3	22.8	-	-	1	4.0	-	-
Services	72	359.2	14	52.6	2	2.4	1	4.4	2	3.7
Construction	325	1,162.9	1	3.0	-	-	-	-	1	3.0
Miscellaneous nonmanufacturing	1	2.0	1	2.0	-	-	1	2.0	-	-

See footnotes at end of table.

Table 6. Continued—Interplant transfer rights in major collective bargaining agreements by industry, 1980-81[1]

(Workers in thousands)

Industry	Nature of interplant transfer rights—Continued							
	Bidding		Vacancy, no bidding		Other arrangement		Arrangement not specified	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries	150	813.2	184	1,416.0	7	24.1	284	1,945.5
Manufacturing	47	244.2	68	513.9	3	16.8	128	1,035.0
Food, kindred products	8	13.7	9	27.3	–	–	15	44.1
Tobacco manufacturing	–	–	–	–	–	–	–	–
Textile mill products	1	2.5	3	9.0	–	–	2	3.1
Apparel	–	–	–	–	–	–	–	–
Lumber, wood products	1	1.4	1	3.0	–	–	1	2.3
Furniture, fixtures	1	1.2	–	–	–	–	1	1.2
Paper, allied products	2	3.3	1	1.3	–	–	3	4.7
Printing and publishing	–	–	–	–	–	–	3	6.1
Chemicals	1	1.9	1	1.5	1	1.5	3	5.5
Petroleum refining	4	6.3	5	7.2	–	–	9	18.7
Rubber and plastics	–	–	–	–	–	–	1	3.8
Leather products	–	–	–	–	–	–	1	2.3
Stone, clay, and glass	2	4.1	8	25.4	–	–	9	26.9
Primary metals	2	10.0	5	13.3	–	–	20	160.5
Fabricated metals	4	6.6	2	2.4	–	–	6	19.1
Nonelectrical machinery	9	22.8	8	98.2	–	–	14	72.3
Electrical machinery	5	21.3	6	21.0	1	5.0	6	16.8
Transportation equipment	7	149.1	18	299.6	1	10.3	33	646.0
Instruments	–	–	1	4.6	–	–	1	1.3
Miscellaneous manufacturing	–	–	–	–	–	–	–	–
Nonmanufacturing	103	569.0	116	902.1	4	7.3	156	910.5
Mining, crude petroleum, and natural gas	3	8.3	4	132.5	–	–	1	3.8
Transportation[2]	12	82.7	13	105.2	–	–	20	183.4
Communications	28	279.1	35	408.1	–	–	52	463.2
Utilities, electric, and gas	35	101.3	19	63.3	3	5.5	27	84.4
Wholesale trade	1	4.0	3	5.0	–	–	1	4.0
Retail trade	20	79.7	35	156.0	1	1.8	44	147.6
Hotels and restaurants	1	3.8	1	15.0	–	–	1	3.8
Services	3	10.0	5	14.9	–	–	9	18.1
Construction	–	–	–	–	–	–	–	–
Miscellaneous nonmanufacturing	–	–	1	2.0	–	–	1	2.0

[1] The vast majority of agreements were scheduled to expire in 1980 or 1981.

[2] Excludes railroad and airline industries.

NOTE: Nonadditive. Dashes denote zeroes.

Table 7. Seniority as a factor in interplant transfers in major collective bargaining agreements by industry, 1980–81[1]

(Workers in thousands)

Industry	Total having interplant transfer provision		Seniority as a factor in transferring						No reference to seniority	
			Total		Seniority only		Modified seniority			
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries	552	3,397.9	303	1,902.7	55	239.7	248	1,662.9	249	1,495.2
Manufacturing	283	1,793.6	135	830.4	26	84.7	109	745.7	148	963.2
Food, kindred products	30	80.1	13	40.1	2	5.0	11	35.1	17	40.0
Tobacco manufacturing	–	–	–	–	–	–	–	–	–	–
Textile mill products	4	10.6	1	5.0	–	–	1	5.0	3	5.6
Apparel	2	4.4	–	–	–	–	–	–	2	4.4
Lumber, wood products	3	6.7	2	3.7	–	–	2	3.7	1	3.0
Furniture, fixtures	3	4.4	2	2.5	–	–	2	2.5	1	1.9
Paper, allied products	10	15.9	3	4.6	2	2.4	1	2.3	7	11.2
Printing and publishing	4	7.3	–	–	–	–	–	–	4	7.3
Chemicals	8	14.8	1	1.9	1	1.9	–	–	7	12.8
Petroleum refining	11	20.7	4	7.4	–	–	4	7.4	7	13.3
Rubber and plastics	5	30.2	1	15.3	–	–	1	15.3	4	15.0
Leather products	3	9.0	2	6.6	2	6.6	–	–	1	2.3
Stone, clay, and glass	20	67.9	8	38.3	2	5.3	6	33.0	12	29.6
Primary metals	45	347.4	33	325.0	6	25.5	27	299.5	12	22.4
Fabricated metals	18	51.7	12	37.9	1	2.1	11	35.8	6	13.7
Nonelectrical machinery	42	170.2	19	106.8	3	5.2	16	101.6	23	63.4
Electrical machinery	18	84.2	10	36.9	2	11.0	8	25.9	8	47.3
Transportation equipment	55	861.8	23	193.5	5	19.6	18	173.9	32	668.3
Instruments	2	5.9	1	4.6	–	–	1	4.6	1	1.3
Miscellaneous manufacturing	–	–	–	–	–	–	–	–	–	–
Nonmanufacturing	269	1,604.3	168	1,072.2	29	155.0	139	917.2	101	532.0
Mining, crude petroleum, and natural gas	7	142.4	5	137.2	–	–	5	137.2	2	5.2
Transportation[2]	32	295.8	21	142.0	5	31.4	16	110.6	11	153.8
Communications	75	633.8	45	427.3	5	57.0	40	370.3	30	206.4
Utilities, electric, and gas	49	132.7	29	92.3	3	20.8	26	71.5	20	40.4
Wholesale trade	7	13.2	6	11.0	1	1.0	5	10.0	1	2.2
Retail trade	80	305.7	53	226.9	13	40.9	40	186.0	27	78.8
Hotels and restaurants	3	22.8	1	15.0	–	–	1	15.0	2	7.8
Services	14	52.6	6	15.2	2	3.8	4	11.4	8	37.4
Construction	1	3.0	1	3.0	–	–	1	3.0	–	–
Miscellaneous nonmanufacturing	1	2.0	1	2.0	–	–	1	2.0	–	–

[1] The vast majority of agreements were scheduled to expire in 1980 or 1981.

[2] Excludes railroad and airline industries.

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

Table 8. Competitive seniority in the receiving plant in major collective bargaining agreements by industry, 1980–81[1]

(Workers in thousands)

Industry	Total having interplant transfer provision		Competitive seniority in receiving plant							
			Total		Full seniority		Modified seniority		Cannot be exercised for all purposes	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries	552	3,397.9	272	2,172.2	95	632.1	21	70.8	14	50.7
Manufacturing	283	1,793.6	177	1,517.3	50	236.8	12	42.8	9	34.2
Food, kindred products	30	80.1	16	45.5	6	18.9	2	8.0	3	5.6
Tobacco manufacturing	-	-	-	-	-	-	-	-	-	-
Textile mill products	4	10.6	4	10.6	2	6.6	-	-	-	-
Apparel	2	4.4	-	-	-	-	-	-	-	-
Lumber, wood products	3	6.7	1	1.4	1	1.4	-	-	-	-
Furniture, fixtures	3	4.4	1	1.3	-	-	-	-	1	1.3
Paper, allied products	10	15.9	3	5.6	1	1.3	1	2.3	-	-
Printing and publishing	4	7.3	-	-	-	-	-	-	-	-
Chemicals	8	14.8	3	6.4	2	3.1	-	-	-	-
Petroleum refining	11	20.7	4	6.9	2	4.3	-	-	-	-
Rubber and plastics	5	30.2	4	28.9	1	1.6	-	-	1	8.3
Leather products	3	9.0	2	6.6	-	-	-	-	-	-
Stone, clay, and glass	20	67.9	14	47.2	6	26.4	1	1.8	-	-
Primary metals	45	347.4	35	321.3	2	11.2	-	-	2	2.6
Fabricated metals	18	51.7	12	39.8	3	12.4	3	8.8	-	-
Nonelectrical machinery	42	170.2	24	136.2	8	67.1	3	11.2	-	-
Electrical machinery	18	84.2	10	50.3	2	9.4	-	-	-	-
Transportation equipment	55	861.8	43	804.4	14	72.8	2	10.8	2	16.2
Instruments	2	5.9	1	4.6	-	-	-	-	-	-
Miscellaneous manufacturing	-	-	-	-	-	-	-	-	-	-
Nonmanufacturing	269	1,604.3	95	654.9	45	395.3	9	28.0	5	16.5
Mining, crude petroleum, and natural gas	7	142.4	5	137.2	3	131.0	-	-	-	-
Transportation[2]	32	295.8	21	134.4	6	29.2	2	14.3	-	-
Communications	75	633.8	17	160.1	13	107.5	1	1.2	-	-
Utilities, electric, and gas	49	132.7	14	38.3	4	10.4	2	6.2	-	-
Wholesale trade	7	13.2	2	3.1	1	1.8	1	1.3	-	-
Retail trade	80	305.7	28	146.5	15	110.3	3	5.0	5	16.5
Hotels and restaurants	3	22.8	2	18.8	-	-	-	-	-	-
Services	14	52.6	5	13.3	2	2.0	-	-	-	-
Construction	1	3.0	1	3.0	1	3.0	-	-	-	-
Miscellaneous nonmanufacturing	1	2.0	-	-	-	-	-	-	-	-

See footnotes at end of table.

Table 8. Continued—Competitive seniority in the receiving plant in major collective bargaining agreements by industry, 1980–81[1]

(Workers in thousands)

Industry	Competitive seniority in receiving plant—Continued								No reference to competitive seniority	
	Seniority lost, new employee status		Seniority lost in specific circumstances		Seniority varied		Other		Agreements	Workers
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers		
All industries	86	524.0	6	12.3	39	838.5	11	43.5	280	1,225.7
Manufacturing	78	483.5	4	6.5	20	701.6	4	11.7	106	276.3
Food, kindred products	3	5.5	–	–	2	7.4	–	–	14	34.5
Tobacco manufacturing	–	–	–	–	–	–	–	–	–	–
Textile mill products	2	4.0	–	–	–	–	–	–	–	–
Apparel	–	–	–	–	–	–	–	–	2	4.4
Lumber, wood products	–	–	–	–	–	–	–	–	2	5.3
Furniture, fixtures	–	–	–	–	–	–	–	–	2	3.1
Paper, allied products	1	2.0	–	–	–	–	–	–	7	10.3
Printing and publishing	–	–	–	–	–	–	–	–	4	7.3
Chemicals	1	3.3	–	–	–	–	–	–	5	8.4
Petroleum refining	–	–	–	–	2	2.6	–	–	7	13.8
Rubber and plastics	2	19.0	–	–	–	–	–	–	1	1.3
Leather products	2	6.6	–	–	–	–	–	–	1	2.3
Stone, clay, and glass	6	16.7	1	2.3	–	–	–	–	6	20.7
Primary metals	28	302.7	–	–	3	4.7	–	–	10	26.1
Fabricated metals	5	16.7	1	1.8	–	–	–	–	6	11.9
Nonelectrical machinery	11	30.9	–	–	2	27.0	–	–	18	34.0
Electrical machinery	4	29.6	1	1.0	2	7.2	1	3.1	8	33.9
Transportation equipment	12	41.7	1	1.4	9	652.6	3	8.6	12	57.4
Instruments	1	4.6	–	–	–	–	–	–	1	1.3
Miscellaneous manufacturing	–	–	–	–	–	–	–	–	–	–
Nonmanufacturing	8	40.5	2	5.8	19	136.9	7	31.8	174	949.4
Mining, crude petroleum, and natural gas	1	3.9	–	–	–	–	1	2.3	2	5.2
Transportation[2]	2	6.1	2	5.8	7	72.2	2	6.8	11	161.4
Communications	–	–	–	–	2	37.9	1	13.5	58	473.6
Utilities, electric, and gas	2	3.8	–	–	5	15.8	1	2.0	35	94.4
Wholesale trade	–	–	–	–	–	–	–	–	5	10.1
Retail trade	–	–	–	–	3	7.5	2	7.2	52	159.2
Hotels and restaurants	2	18.8	–	–	–	–	–	–	1	4.0
Services	1	7.8	–	–	2	3.5	–	–	9	39.3
Construction	–	–	–	–	–	–	–	–	–	–
Miscellaneous nonmanufacturing	–	–	–	–	–	–	–	–	1	2.0

[1] The vast majority of agreements were scheduled to expire in 1980 or 1981.

[2] Excludes railroad and airline industries.

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

Table 9. Seniority status upon flowback to the original plant in major collective bargaining agreements by industry, 1980–81[1]

(Workers in thousands)

Industry	Total having interplant transfer provision		Seniority status upon flowback							
			Total		Seniority lost		Seniority maintained for given period		Seniority retained	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries	552	3,397.9	138	1,514.1	3	13.0	14	186.6	9	28.0
Manufacturing	283	1,793.6	95	1,203.8	3	13.0	4	155.4	6	13.7
Food, kindred products	30	80.1	2	2.8	–	–	–	–	–	–
Tobacco manufacturing	–	–	–	–	–	–	–	–	–	–
Textile mill products	4	10.6	4	10.6	–	–	–	–	1	1.5
Apparel	2	4.4	–	–	–	–	–	–	–	–
Lumber, wood products	3	6.7	1	1.4	–	–	1	1.4	–	–
Furniture, fixtures	3	4.4	–	–	–	–	–	–	–	–
Paper, allied products	10	15.9	1	2.3	–	–	–	–	–	–
Printing and publishing	4	7.3	–	–	–	–	–	–	–	–
Chemicals	8	14.8	1	3.3	–	–	–	–	–	–
Petroleum refining	11	20.7	2	4.0	–	–	–	–	1	2.5
Rubber and plastics	5	30.2	2	19.0	–	–	–	–	–	–
Leather products	3	9.0	–	–	–	–	–	–	–	–
Stone, clay, and glass	20	67.9	3	17.7	–	–	–	–	1	2.3
Primary metals	45	347.4	28	300.6	1	9.0	–	–	1	1.1
Fabricated metals	18	51.7	10	35.2	1	1.8	–	–	1	1.2
Nonelectrical machinery	42	170.2	11	61.4	–	–	1	1.2	–	–
Electrical machinery	18	84.2	6	42.9	1	2.3	–	–	–	–
Transportation equipment	55	861.8	24	702.5	–	–	2	152.8	1	5.1
Instruments	2	5.9	–	–	–	–	–	–	–	–
Miscellaneous manufacturing	–	–	–	–	–	–	–	–	–	–
Nonmanufacturing	269	1,604.3	43	310.3	–	–	10	31.2	3	14.3
Mining, crude petroleum, and natural gas	7	142.4	3	132.7	–	–	–	–	–	–
Transportation[2]	32	295.8	13	93.4	–	–	2	5.3	1	7.7
Communications	75	633.8	3	12.9	–	–	1	2.7	–	–
Utilities, electric, and gas	49	132.7	14	38.5	–	–	2	8.3	2	6.6
Wholesale trade	7	13.2	2	2.3	–	–	–	–	–	–
Retail trade	80	305.7	7	28.1	–	–	4	12.6	–	–
Hotels and restaurants	3	22.8	–	–	–	–	–	–	–	–
Services	14	52.6	1	2.3	–	–	1	2.3	–	–
Construction	1	3.0	–	–	–	–	–	–	–	–
Miscellaneous nonmanufacturing	1	2.0	–	–	–	–	–	–	–	–

See footnotes at end of table.

Table 9. Continued—Seniority status upon flowback to the original plant in major collective bargaining agreements by industry, 1980–81[1]

(Workers in thousands)

Industry	Seniority status upon flowback—Continued								No reference to seniority in original plant	
	Seniority accrued		Accrued for given period then lost		Seniority varied		Other		Agreements	Workers
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers		
All industries	41	284.2	52	897.3	16	98.6	3	6.1	414	1,883.8
Manufacturing	33	140.6	36	800.9	10	73.8	3	6.1	188	589.8
Food, kindred products	1	1.5	1	1.3	–	–	–	–	28	77.2
Tobacco manufacturing	–	–	–	–	–	–	–	–	–	–
Textile mill products	1	* 2.5	2	6.6	–	–	–	–	–	–
Apparel	–	–	–	–	–	–	–	–	2	4.4
Lumber, wood products	–	–	–	–	–	–	–	–	2	5.3
Furniture, fixtures	–	–	–	–	–	–	–	–	3	4.4
Paper, allied products	1	2.3	–	–	–	–	–	–	9	13.6
Printing and publishing	–	–	–	–	–	–	–	–	4	7.3
Chemicals	1	3.3	–	–	–	–	–	–	7	11.5
Petroleum refining	–	–	–	–	–	–	1	1.5	9	16.7
Rubber and plastics	2	19.0	–	–	–	–	–	–	3	11.2
Leather products	–	–	–	–	–	–	–	–	3	9.0
Stone, clay, and glass	2	15.4	–	–	–	–	–	–	17	50.2
Primary metals	7	28.9	15	206.4	4	55.1	–	–	17	46.8
Fabricated metals	2	13.1	3	9.3	2	8.0	1	1.8	8	16.5
Nonelectrical machinery	3	4.2	5	51.2	1	2.0	1	2.8	31	108.8
Electrical machinery	2	11.0	2	25.4	1	4.2	–	–	12	41.3
Transportation equipment	11	39.5	8	500.6	2	4.5	–	–	31	159.3
Instruments	–	–	–	–	–	–	–	–	2	5.9
Miscellaneous manufacturing	–	–	–	–	–	–	–	–	–	–
Nonmanufacturing	8	143.6	16	96.4	6	24.8	–	–	226	1,294.0
Mining, crude petroleum, and natural gas	1	125.0	2	7.7	–	–	–	–	4	9.7
Transportation[2]	2	4.5	6	65.3	2	10.5	–	–	19	202.4
Communications	–	–	2	10.2	–	–	–	–	72	620.9
Utilities, electric, and gas	2	4.0	5	11.8	3	7.8	–	–	35	94.2
Wholesale trade	1	1.0	1	1.3	–	–	–	–	5	10.9
Retail trade	2	9.0	–	–	1	6.5	–	–	73	277.6
Hotels and restaurants	–	–	–	–	–	–	–	–	3	22.8
Services	–	–	–	–	–	–	–	–	13	50.3
Construction	–	–	–	–	–	–	–	–	1	3.0
Miscellaneous nonmanufacturing	–	–	–	–	–	–	–	–	1	2.0

[1] The vast majority of agreements were scheduled to expire in 1980 or 1981.

[2] Excludes railroad and airline industries.

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

Table 10. Seniority status by reason for transfer in major collective bargaining agreements, 1980–81[1]

(Workers in thousands)

Reason for transfer	Agreements	Workers
Displacement or layoff		
Total	111	1,406.2
Seniority lost upon flowback	2	10.8
Seniority maintained for given period	11	178.8
Full seniority maintained	5	11.6
Seniority continues to accrue	33	248.1
Accrues for given period then lost	45	869.5
Seniority varies	13	82.6
Other	2	4.6
Company convenience		
Total	36	204.6
Seniority maintained for given period	5	14.5
Full seniority maintained	2	3.6
Seniority continues to accrue	11	37.8
Accrues for given period then lost	12	132.5
Seniority varies	4	12.8
Other	2	3.3
Worker request		
Total	50	677.7
Seniority lost upon flowback	1	9.0
Seniority maintained for given period	9	27.2
Full seniority maintained	3	7.8
Seniority continues to accrue	12	37.2
Accrues for given period then lost	16	566.8
Seniority varies	8	27.8
Other	1	1.8
Plant closing, etc.		
Total	76	1,216.0
Seniority lost upon flowback	2	10.8
Seniority maintained for given period	6	164.3
Plant closing, etc.—Continued		
Full seniority maintained	3	12.5
Seniority continues to accrue	21	228.1
Accrues for given period then lost	35	725.1
Seniority varies	8	73.6
Other	1	1.5
Transfer of operation		
Total	38	844.7
Seniority lost upon flowback	1	2.3
Seniority maintained for given period	5	160.7
Seniority continues to accrue	6	23.0
Accrues for given period then lost	22	642.0
Seniority varies	4	16.7
Staffing new plants		
Total	29	180.0
Seniority maintained for given period	3	9.6
Full seniority maintained	3	18.3
Seniority continues to accrue	7	23.7
Accrues for given period then lost	13	115.0
Seniority varies	2	10.5
Other	1	2.8
Arrangement not specified		
Total	23	93.2
Seniority lost upon flowback	1	2.3
Seniority maintained for given period	2	7.0
Full seniority maintained	2	6.6
Seniority continues to accrue	6	25.4
Accrues for given period then lost	8	32.4
Seniority varies	4	19.4

[1] The vast majority of agreements were scheduled to expire in 1980 or 1981.

NOTE: Nonadditive.

Table 11. Relocation allowance provisions in major collective bargaining agreements by industry, 1980-81[1]

(Workers in thousands)

Industry	Total having interplant transfer provision		Relocation allowance					
	Agreements	Workers	Total		Lump-sum payment		Payment of specific expenses	
			Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries	552	3,397.9	225	2,207.1	79	1,173.2	104	701.2
Manufacturing	283	1,793.6	101	1,273.8	66	1,058.0	24	66.4
Food, kindred products	30	80.1	7	26.8	7	26.8	-	-
Textile mill products	4	10.6	-	-	-	-	-	-
Apparel	2	4.4	-	-	-	-	-	-
Lumber, wood products	3	6.7	-	-	-	-	-	-
Furniture, fixtures	3	4.4	-	-	-	-	-	-
Paper, allied products	10	15.9	-	-	-	-	-	-
Printing and publishing	4	7.3	2	2.1	-	-	2	2.1
Chemicals	8	14.8	-	-	-	-	-	-
Petroleum refining	11	20.7	5	7.2	-	-	5	7.2
Rubber and plastics	5	30.2	-	-	-	-	-	-
Leather products	3	9.0	-	-	-	-	-	-
Stone, clay, and glass	20	67.9	3	5.0	-	-	3	5.0
Primary metals	45	347.4	30	310.1	28	307.6	-	-
Fabricated metals	18	51.7	9	33.4	8	31.6	5	26.8
Nonelectrical machinery	42	170.2	13	99.9	9	92.2	3	4.0
Electrical machinery	18	84.2	5	37.4	1	23.4	-	-
Transportation equipment	55	861.8	27	751.6	13	576.2	6	21.2
Instruments	2	5.9	-	-	-	-	-	-
Nonmanufacturing	269	1,604.3	124	933.3	13	115.2	80	634.8
Mining, crude petroleum, and natural gas	7	142.4	3	10.0	3	10.0	-	-
Transportation[2]	32	295.8	21	247.4	1	13.0	16	223.4
Communications	75	633.8	66	559.2	5	68.3	45	351.2
Utilities, electric, and gas	49	132.7	28	86.1	2	2.5	17	57.5
Wholesale trade	7	13.2	1	1.3	1	1.3	-	-
Retail trade	80	305.7	1	4.1	-	-	-	-
Hotels and restaurants	3	22.8	-	-	-	-	-	-
Services	14	52.6	4	25.0	1	20.0	2	2.7
Construction	1	3.0	-	-	-	-	-	-
Miscellaneous nonmanufacturing	1	2.0	-	-	-	-	-	-

See footnotes at end of table.

Table 11. Continued—Relocation allowance provisions in major collective bargaining agreements by industry, 1980-81[1]

(Workers in thousands)

Industry	Relocation allowance—Continued				Interplant transfer provision, no reference to relocation allowance	
	Payment of general expenses		Nature of relocation allowance not specified		Agreements	Workers
	Agreements	Workers	Agreements	Workers		
All industries	43	316.9	10	160.5	327	1,190.8
Manufacturing	7	20.2	8	154.1	182	519.8
Food, kindred products	–	–	–	–	23	53.2
Textile mill products	–	–	–	–	4	10.6
Apparel	–	–	–	–	2	4.4
Lumber, wood products	–	–	–	–	3	6.7
Furniture, fixtures	–	–	–	–	3	4.4
Paper, allied products	–	–	–	–	10	15.9
Printing and publishing	–	–	–	–	2	5.2
Chemicals	–	–	–	–	8	14.8
Petroleum refining	–	–	–	–	6	13.5
Rubber and plastics	–	–	–	–	5	30.2
Leather products	–	–	–	–	3	9.0
Stone, clay, and glass	–	–	–	–	17	62.9
Primary metals	2	2.5	–	–	15	37.2
Fabricated metals	–	–	–	–	9	18.2
Nonelectrical machinery	1	3.7	–	–	29	70.3
Electrical machinery	4	14.0	–	–	13	46.8
Transportation equipment	–	–	8	154.1	28	110.2
Instruments	–	–	–	–	2	5.9
Nonmanufacturing	36	296.7	2	6.3	145	670.9
Mining, crude petroleum, and natural gas	–	–	–	–	4	132.4
Transportation[2]	6	62.4	–	–	11	48.4
Communications	20	204.2	1	3.8	9	74.5
Utilities, electric, and gas	8	23.6	1	2.5	21	46.6
Wholesale trade	–	–	–	–	6	11.9
Retail trade	1	4.1	–	–	79	301.6
Hotels and restaurants	–	–	–	–	3	22.8
Services	1	2.3	–	–	10	27.6
Construction	–	–	–	–	1	3.0
Miscellaneous nonmanufacturing	–	–	–	–	1	2.0

[1] The vast majority of agreements were scheduled to expire in 1980 or 1981.

[2] Excludes railroad and airline industries.

NOTE: Nonadditive. Dashes denote zeroes.

Table 12. Relocation allowance provisions in major collective bargaining agreements by reason for transfer, 1980-81[1]

(Workers in thousands)

Reason for transfer	Total having interplant transfer provision		Relocation allowance									
	Agreements	Workers	Total		Lump-sum payment		Payment of specific expenses		Payment of general expenses		Nature of relocation allowance not specified	
			Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
All agreements	552	3,397.9	225	2,207.1	79	1,173.2	104	701.2	43	316.9	10	160.5
Displacement or layoff	317	2,489.8	95	865.0	50	441.9	41	377.9	10	95.4	–	–
Company convenience	168	1,013.3	95	612.7	6	66.2	62	376.7	26	169.3	3	36.3
Worker request	196	1,513.1	22	55.1	1	1.1	15	39.9	6	14.0	–	–
Plant closing, etc.	199	1,616.4	71	732.3	46	544.2	25	202.9	4	14.1	1	1.4
Transfer of operation	99	1,118.4	36	858.4	13	619.9	19	228.0	5	60.4	1	1.4
Staffing new plants	75	382.8	10	106.5	6	98.8	2	3.3	1	3.0	1	1.4
Arrangement not specified	102	508.1	25	276.4	6	38.9	11	89.8	5	73.4	7	152.7

[1] The vast majority of agreements were scheduled to expire in 1980 or 1981.

NOTE: Nonadditive. Dashes denote zeroes.

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

To illustrate how plant movement, interplant transfer, and relocation allowance provisions may appear in an agreement, sections of several agreements are reproduced here in their entirety. Intervening, irrelevant clauses have been deleted.

Agreement between

Employer: Armour and Company
Union: Meat Cutters
Expiration date: August 1982

Inter-Plant Transfer Requirements

The company and the union have reached the following complete understanding and agreement regarding inter-plant transfer of employees. Any eligible employee, as herein defined in any bargaining unit listed in Appendices A and A-1 who would have been permanently separated from service under circumstances which entitle him to separation allowance under section 19.1, and who is physically fit (provided that no employee shall be disqualified by reason of any physical condition which has not disqualified him from work at the closed plant and such employee can be reasonably expected to perform the job to which he is or will be assigned at the receiving plant), and who has the ability to do the job or to learn the job available 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. The term "junior employee" in the preceding sentence also includes any employee equal in master agreement seniority (as defined in (a) below) who has been transferred to such plant at an earlier time but with less continuous service than the employee whose present eligibility for transfer is being determined. 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. Master agreement seniority for an employee shall date from his date of hire or rehire, or his date of coverage under the master agreement as shown in Appendix J, whichever is latest. Master agreement seniority shall be forfeited when an employee voluntarily leaves the service of the company, is discharged for cause, fails to return to work when recalled, or cannot be located after reasonable effort on the part of the company or has been out of active employment by the company for a period of 2 years.

(b) No later than 60 days after the issuance of a notice closing pursuant to section 25.1, the company shall forward to the Packinghouse Department of the international union "transfer opportunity sheets," which shall contain as to each plant to which transfer may be made, at least the following information:

(1) Plant location.

(2) Brief description of operations at such plant.

(3) Displacement date determined from Appendix J.

(4) Total employees with the bargaining unit.

(5) Common labor rate.

(6) Number of jobs available as transfer opportunities in accordance with this section. The jobs considered available shall be permanent jobs which are vacant and permanent jobs being held, by reason of their seniority, by junior employees as defined above.

If any information contained in the transfer opportunity sheets shall change following initial issuance, the company shall promptly forward amended sheets showing the changed information.

In addition, within the same period, the company shall forward to the Packinghouse Department of the international union an "option sheet," which is a listing and explanation detailing the options available to employees to be affected in the closedown (severance pay, pension, interplant transfer, etc.).

The company shall post the current transfer opportunity sheets and the option sheet in the plant to which

notice of closing has been issued pursuant to section 25.1 no later than 60 days before the scheduled closing date.

(c) Thirty days before the scheduled closing date, representatives of the corporate office of the company, representatives of the Packinghouse Department of the international union, and the local union committee shall hold a closing procedure meeting at the affected plant location for the purpose of determining an employee interview procedure and resolving questions as to transfer opportunities and other options of the affected employees.

(d) At the conclusion of the meeting described in (c) above, the affected employees will be interviewed individually by representatives of the company and local union. Each employee will be given a full explanation of the options available to him, including a statement of the transfer opportunities and the amount of severance pay, pension or other benefits available to him. At such interview, the employees shall be required to indicate their choice from among the options available, and any election (either to accept or not accept inter-plant transfer) shall not thereafter be changed, except for the right to select an alternative option after a trial period in accordance with section 23.1 (f) (3). Employees choosing interplant transfer shall list a first, second and third choice of a plant location to which transfer is desired.

(e) If the total number of transfer opportunities available at or before the time of closing of the plant, division or department of the plant is smaller than the number of employees permanently severed as a result of the closing, such opportunities shall be offered to eligible employees in order of plant seniority. In allocating transfer opportunities among the eligible employees who are entitled by plant seniority to have such offer made to them, the company, to the extent permitted by the number of transfer opportunities available, shall follow the designated plant preferences of those who are entitled to transfer and who have designated a plant preference; such choice shall be made in order of plant seniority.

(f) An employee transferred to another plant will:

(1) Be credited at the plant to which he is transferred with full service rights, and continue to accrue service rights for all benefits including any alternative option to which he may become eligible under Section 23.11 (f) (3).

(2) Be credited at the plant to which he is transferred with a plant seniority date as shown in Appendix J, or his date of hire by the company, or his date of coverage under the master agreement, whichever is later. Displacement rights as between employees transferred into a plant pursuant to this section shall be determined in accordance with plant seniority dates of such employees at the plant from which they were transferred.

(3) For a period of 6 months following an employee's transfer to another plant, such employee will retain the right to select an option other than an inter-plant transfer provided the employee is otherwise eligible for such option. Moving expense shall only be paid for the original move.

(g) An employee's rights of transfer under this section shall terminate in the following circumstances:

(1) Upon the expiration of 2 years from the date of plant closing.

(2) If an employee refuses a proper offer of transfer made in accordance with this section.

(3) Upon acceptance of severance allowance.

(4) Upon retirement under the terms of the pension plan.

(h) 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. In no case shall it exceed 15 percent. Other issues arising in the administration of the interplant transfer program under this Section may be submitted to the Automation Committee in accordance with the provisions of Appendix H, paragraphs 1 through 4.

(i) 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.

(j) The seniority date of the transferred employee at the plant to which he is transferred shall be the displacement date applicable in such plant as provided in Appendix J, or his continuous service date as shown on the master seniority list, whichever is later.

(k) 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.

(l) 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 – 290	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 allowances may at the employee's option include the amount which it would otherwise have cost to move

such possessions (as evidence 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.

Relocation costs shall be paid by company in accordance with the applicable transfer procedures and established allowances schedule provided above.

(m) 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 said federal and/or state benefits.

(n) No employee can apply for inter-plant transfer when their seniority permits them to remain in their seniority department.

(o) An employee who is displaced because of section 15.8 or Article XXIII, can displace an employee in another department with less continuous service who in turn shall have the same right. Any other employee affected by such displacement shall have only the displacement rights normally applicable under the master agreement in layoff cases.

New Packing, Processing Plants or Abattoirs

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) (Not used)

(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 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.

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 terms of the master agreement.

Employee Rights-Insufficient Job Opportunities

In the event there are not sufficient job opportunities in the replacement plant to permit employment of all 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 transfer and T.A.P. benefits unless the company and the union agree otherwise.

Notice of Plant Closing

(a) 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 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 whether the employee is employed in the particular division or major department closed) prior to the expiration of the aforesaid 6 full calendar months, shall be paid 8 hours pay at his regular basic hourly rate for each day (based on a 5 day work week) after his separation which is within the 6 full calendar month period and which is not within a week for which a weekly guarantee is paid.

(b) Any vacation to which an employee is entitled as of the time of notice or at any time thereafter to date of closing, may, at the employee's option, be taken during the period between the notice and the scheduled closing, or if the employee so requests, will be paid as cash in lieu of vacation at the time of closing or the date of the employee's separation from service, whichever occurs first. Such cash payment shall not be used

to qualify an employee for a vacation in the subsequent fiscal year.

(c) The company will not make layoffs in anticipation of the issuance of a plant closing notice in accordance with section 25.1 (a) for the purpose of avoiding the pay provision provided in this section 25.1. If employees are laid off within a period of 45 calendar days before issuance of such plant closing notice, the company will, upon request, furnish the union information and records bearing upon the reasons for such layoffs and, if it shall be established that such layoffs were made in anticipation of the notice of closing for the purpose of avoiding the pay herein provided, all such laid off employees shall be entitled to the same rights under this section 25.1 as if they were on the active payroll on the date the plant closing notice was issued.

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 under section 19.1 shall receive supplemental unemployment benefits under the technological adjustment plan in accordance with the schedule and conditions set forth in section 25.4 below, provided such employee meets all the other eligibility requirements in section 25.3 below.

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 under the terms of section 16.1 (b) and 16.1 (c) shall be deemed ineligible during the period of such leave.

(b) Employee must have 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 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 for whatever period is permitted under section 23.1(b) for the employee to decide on transfer.

T.A.P. benefits paid out during the foregoing initial period shall be subject to repayment to the company upon the same conditions applicable to T.A.P. benefits generally, as hereinafter prescribed in Section 25.4(d).

(e) Employee must meet the requirements of the applicable unemployment compensation law as to active search for employment, if not employed elsewhere. Exhaustion of unemployment benefits shall not be considered as a disqualification for T.A.P. benefits. Moreover, in the event that a State deems receipt of benefits herein provided as a basis for disqualification for unemployment benefits, such disqualification shall not in turn be deemed a basis for disqualification for those T.A.P. benefits. It is understood and agreed, however, that the parties shall fully cooperate with each other and make whatever modifications or amendments of the T.A.P. program which may be necessary to avoid disqualifying recipients from unemployment benefits, provided, however, that there shall be no reduction in the benefit to which an employee may be entitled under this program.

Amount and Period of Benefit

(a) *Amount.* T.A.P. benefits shall be $65.00 per week less unemployment benefits and/or earnings from other employment.

(b) *Period.* Length of T.A.P. benefits by years of continuous service:

Years of continuous service	*Number of calendar weeks of eligibility after expiration of 6 month notice period or permanent separation, whichever is later*
5 – 15	26
15 – 20	29
20 – 25	33
25 and over	39

If, however, an employee refuses a proper offer of transfer to another plant made pursuant to section 23.1 in accordance with appropriate rules, his T.A.P. benefit rights shall terminate. The Automation Committee shall formulate rules and procedures to govern such offers and their acceptance or refusal. Such rules shall not be inconsistent with the provisions contained in this section and section 23.1.

(c) An employee who transfers and is subsequently laid off at the plant to which he is transferred shall for the period of layoff draw whatever T.A.P. benefits he would have been entitled to continue to receive if he had not been transferred.

(d) (i) In the event that an employee entitled to register for transfer as provided in section 23.1 does not register, or upon registering subsequently refuses or fails to accept an offer to transfer, or withdraws his request to transfer, all T.A.P. benefits and allocable hospitalization premiums paid in behalf of such an employee shall be deducted from his separation pay calculated as provided in section 19.3 of this master agreement.

(ii) An employee who has registered for transfer but has not been transferred and has exhausted all T.A.P. benefits and unemployment benefits may receive separation pay calculated under the schedule appearing in section 19.3 of the master agreement of 1959 with no T.A.P. benefit deductions. He may receive such separation pay in weekly installments of $65 or in a lump sum or such other installments as provided in section 19.4 of the 1959 master agreement. Thereafter:

(a) If he continues to retain his transfer rights under section 23.1 until the expiration of 2 years from the date of permanent separation, he shall

upon the expiration of such 2 year period be entitled to receive the unpaid balance of such separation pay, if any, calculated under the schedule appearing in section 19.3 of the 1959 master agreement and shall have no obligation to repay any T.A.P. benefits which he may have received or allocable hospitalization premiums paid on his behalf.

(b) If he shall lose his transfer rights before the expiration of such 2 year period by reason of refusal of a transfer offer under section 23.1, he shall be entitled to separation pay calculated under the schedule set forth in section 19.3 of the present master agreement, less the amounts previously received in T.A.P. benefits, separation pay, and allocable premiums for hospitalization, medical and surgical coverage.

(c) If he shall be transferred pursuant to section 23.1, then he shall have no continuous service credit at the new plant for purposes of pension or separation pay until he has repaid amounts theretofore received in separation pay.

(e) In the event that an employee who has received T.A.P. benefits shall, before having been transferred to any other plant, elect to retire under the terms of the pension plan, he shall repay all amounts received as T.A.P. payments and allocable hospitalization premiums paid on his behalf, before being eligible for pension benefits.

Hospitalization and Group Life

An employee eligible for T.A.P. benefits shall be deemed eligible for hospitalization, medical, and surgical benefits at company expense for the period of time that he is eligible for T.A.P. benefits. For a period of 12 months following exhaustion of T.A.P. benefits, an employee may carry hospitalization, medical and surgical coverage on a continuance basis at his own expense by payment of premiums monthly in advance of the same conditions currently applicable to employees on plant layoff status. Further, an employee eligible for T.A.P. benefits may carry group life insurance at his own expense by payment of premiums on the same conditions currently applicable to employees on plant layoff status.

Closed Plants

(a) Within 5 years after the company closes down or substantially terminates production operations at any plant or division or department of a plant covered by this agreement, the company will not by sale, contract, lease, or other similar arrangement, secure the production of the same or substantially the same products within the same plant by another producer. This provision shall not apply to packer-to-packer sales or purchases of product in the normal course of business.

(b) Within 5 years after the company closes down or substantially terminates production operations at any plant or division or department or plant covered by this agreement, the company will not enter into a contract or other similar arrangements whereby the company agrees to purchase from a third party producer's plant located within 100 miles of the closed plant, division or department, the production output of such third party producer's plant or a volume of such output substantially equivalent to or exceeding the output of the closed company plant, division or department, of the same product or substantially the same product which the company produced at its closed plant or division or department thereof.

(c) If the union believes that the company has entered into a contract in violation of sections (a) or (b) above, the Director of the Packinghouse Department may, within a reasonable time, request an immediate meeting with the company's Director of Labor Relations, together with other management representatives familiar with the transaction in question. The company will provide the union promptly upon request all information and relevant documents necessary to determine whether a violation has occurred or may occur, including information with respect to the kinds and volumes of product involved, duration of the agreement, etc., except that the company may furnish only excerpts of documents where the portions withheld contain confidential or proprietary information which is not necessary for a determination as to whether a violation has occurred or may occur.

(d) Thereafter, if the union believes that a violation has occurred or is about to occur, it may submit to the company, within 6 months after the meeting between the company and the union referred to in section (c) above, a written statement to that effect, which shall be treated as a grievance to be submitted promptly to arbitration. The arbitrator shall have full authority to decide whether the transaction or prospective transaction is, or if completed, would be, in violation of sections (a) or (b) above, and, if so, to direct such remedy as may be appropriate to prevent the violation or to provide damages.

(e) This section 25.6 shall not apply to plant closing situations for which notices were given pursuant to section 25.1 on or before July 1, 1979.

Agreement between

Employer: Republic Steel
Union: Steelworkers
Expiration date: August 1980

Interplant Job Opportunities

A. An Employee of a steel plant or of a manufacturing plant continuously on layoff for 60 days or more who had 2 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 60 days' or less service) for job vacancies (other than temporary vacancies) at other steel or manufacturing plants of the Company located within limited agreed-upon geographical regions (hereinafter referred to as "region") and covered by an agreement

between the Company and the International Union, all in accordance with the following:

(1) The plants within each such agreed region are set forth in Appendix C to this Agreement.

(2) 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 Article Ten.

(3) 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.

(4) 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 60 days and have had an application on file for 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 Employee 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 of 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 qualifications at another plant than would have been required of him upon recall at his home plant.

(5) 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 Section 4 of this Article Ten 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 60 days. At any time during the first 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 Section 13 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 Sub-paragraph (7) 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 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.

(6) If an Employee rejects a job offered to him under these provisions, or if he does not respond within 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 Sub-paragraph (3) above, his name shall be removed from those eligible for priority hereunder, and he may thereafter apply, pursuant to Subparagraph (3) above, 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.

(7) 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:

(a) 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:

(1) If recalled to a Job Class 10 or below job at his home plant, 6 months;

(2) If recalled to a Job Class 11 through 18 job at his home plant, one year;

(3) If recalled to a Job Class 19 or above job at his home plant, 1 1/2 years;

(4) 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 it 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.

(b) 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.

(c) 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.

(8) When an Employee is recalled to his home plant from another plant, and 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.

B. Priority in the filling of job vacancies (other than temporary vacancies) in steel plants or manufacturing plants in areas covering more than one region shall be afforded Employees in such plants in accordance with the following:

(1) 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:

(a) Who have 2 or more years of Company continuous service at the date of shut-down and who (i) have elected not later than the end of 30 days from the date of shutdown to continue on layoff and (ii) cannot qualify for immediate pension and have not attained the age of 60 and (iii) 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 (iv) have applied for employment hereunder, or

(b) Who have 2 or more years of Company continuous service at the time of layoff from their plant and (i) in the opinion of Management are not likely to be returned to active employment in their plant or in a regional plant within one year from the date of layoff and (ii) cannot qualify for immediate pension and have not attained the age of 60 and (iii) within 30 days after being advised by Management of such option apply for employment hereunder.

(2) The plants within each such agreed interregional area are set forth in Appendix C to this Agreement.

(3) 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 Section 13 and the foregoing Sections of this Article Ten.

(4) In filling such job vacancies hereunder, the provisions of Subparagraphs (3), (4), (5), (6) and (7) of Subsection A of this Section 13 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 B:

(a) He may, at any time during the first 6 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.

(b) 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.

(5) An Employee who is assigned a job under this Subsection B or Subsection A of this Section 13 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:

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

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

Miles between plant locations	*Allowance for– Single employees*	*Married employees*
50 – 99	$200	$ 600
100 – 299	250	650
300 – 499	300	750
500 – 999	350	950
1,000 – 1,999	450	1,200
2,000 or more	550	1,450

(c) 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.

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

C. (1) The operation of this Section 13 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 Section 13 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 13.

Agreement between
Employer: General Motors Corporation
Union: Auto Workers
Expiration date: September 1982

Transfers

(62) When an employee is transferred from one occupational group to another for any reason, there shall be no loss of seniority. However, in cases of transfers not exceeding 30 days, an employee will retain his seniority in the occupational group from which he was transferred and not in the new occupational group, unless a longer period is specified for any plant or particular occupational group or groups by written local agreement.

(63) The transferring of employes is solely the responsibility of management subject to the following sub-paragraphs. The provisions of this paragraph shall be applied without discrimination because of race, rewritten local agreement.

This paragraph will be openly displayed in each department in each plant in such a manner that it may be reviewed by the employes so that they will be aware of transfer and promotional opportunieties that may become available to them and the procedure for expressing their desires. All classifications within a department and their rates of pay will also be openly displayed in that department so that employes will be aware of transfer and promotional opportunities that may become available to them. Local agreements that have been negotiated pursuant to sub-paragraph (63) (b) below will also be so openly displayed in each department in each plant.

(63) (a) (1) Employes who desire advancement to higher paid classifications within their department or other established broader scope of selection, may make application to their foreman or the Personnel Department on forms provided by the corporation on which they may state their qualifications and experience. Thereafter, as openings occur, selection for the promotion will be from among such applicants and applicants for that classification that have filed pursuant to sub-Paragraph (2) below, who have applied at least one (1) week in advance of the opening in question, and where ability, merit and capacity are equal, the applicant with the longest seniority will be given preference.

(63) (a) (2) Employes who desire advancement within the plant to higher paid classifications in another department or to higher paid classifications where the employee is working outside an established scope of selection that is broader than a department may make application to their foreman or the Personnel Department on forms provided by the corporation on which they may state their qualifications and experience. Thereafter, as openings occur, such applicants will be considered in the selection process for that promotion provided they have so applied at least one (1) week in advance of the opening in question. Each employe may have two (2) such applications on file. An employe who has been transferred and established seniority under this paragraph will not be eligible to reapply for consideration for another such promotion until 6 months have elapsed from the effective date of transfer. *An employe who has been offered a transfer and refused the transfer under this paragraph will have such application for transfer cancelled and thereafter, for a period of 6 months from the date of such refusal, may be entitled to only one valid application for transfer under these provisions.* Such transfer or offer of transfer to employes working outside a scope of selection shall be without prejudice to the establishment or identification of such scope.

Promotions made pursuant to the provisions of this paragraph in the preceding week will be openly displayed in *mutually satisfactory locations in the plant which are frequented by large numbers of affected employes.*

If the settlement of a grievance alleging violation of this paragraph is on the basis that a different employe should have been promoted, that employe will receive the difference in wages earned (exclusive of earnings received for overtime hours which he worked but were not worked by the employe improperly promoted to the higher rated job) and the wages he would have earned had he been promoted effective on the date of the grievance.

If an employe is transferred pursuant to the provisions of this paragraph and the employe is subsequently reduced from the new classification prior to establishing seniority, the provisions requiring advanced application for an opening in that classification will be waived, provided the employe refiles for such classifications within one week from the date of being reduced.

(63) (b) It is the policy of management to cooperate in every practical way with employes who desire transfers to new positions or vacancies in their department. Accordingly, such employes who make application to their foreman or the Personnel Department stating their desires, qualifications and experience, will be given preference for openings in their department provided they are capable of doing the job. However, employes who have made application as provided for above and who are capable of doing the job available shall be given preference for the openings in their department over new hires. In case the opening is in an equal or lower rated classification and there is more than one applicant capable of doing the job, the applicant with the longest seniority will be given preference. Any secondary job openings resulting from filling jobs pursuant to this provision may be filled through promo-

tion; or through transfer without regard to seniority standing, or by new hire.

Any claim of personal prejudice or any claim of discrimination for union activity in connection with transfers may be taken up as a grievance. Such claims must be supported by written evidence submitted within 48 hours from the time the grievance is filed.

In plants where departments are too small or in other cases where the number of job classifications within a department is insufficient to permit the practical application of this paragraph, arrangements whereby employes may make such application for transfer out of their department may be negotiated locally, subject to approval by the corporation and the international union.

Establishment of New Plants

(95) For 24 months after production begins in a new plant *(including a non-represented plant)*, the corporation will give preference to the applications of laid off employes 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. When employed, such employes will have the status of temporary employes in the new plant. Such employes will retain their seniority in the plant where originally acquired until broken in accordance with the seniority rules herein.

(96) *When there is a* transfer of major operations between plants, the case may be presented to the corporation and, after investigation, it will be reviewed with the international union in an effort to negotiate an equitable solution, in accordance with the principles set forth in the previous paragraph. Any transfer of employes resulting from this review shall be on the basis that such employes are transferred with full seniority, *except as the parties may otherwise mutually agree.*

(96a) (1) An employe whose seniority is transferred between General Motors plants pursuant to paragraph (96) of this agreement will be paid a relocation allowance, provided:

(a) The plant to which the employe is to be relocated is at least 50 miles from the plant from which his seniority was transferred, and

(b) As a result of such relocation he changes his permanent residence, and

(c) He makes application within 6 months after commencement of employment at the plant to which he was relocated in accordance with the procedure established by the corporation.

(96a) (2) The amount of the relocation allowance will be determined as follows:

Miles between plants	*Relocation allowance amount*			
	For expenses incurred prior to the effective date of this agreement applicable to–		*For expenses incurred on or after the effective date of this agreement applicable to–*	
	Single employe	*Married employe*	*Single employe*	*Married employe*
50 – 99 . . .	$385	$ 865	$500	$1,125
100 – 299 . . .	430	955	560	1,240
300 – 499 . . .	465	1,000	605	1,300
500 – 999 . . .	565	1,180	735	1,535
1,000 – or over .	650	1,355	845	1,760

(96a) (3) In the event an employe who is eligible to receive 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 paragraph, when added to the amount or relocation allowance provided by such legislation, shall not exceed the maximum amount of the relocation allowance the employe is eligible to receive under the provisions of this paragraph.

(96a) (4) Only one relocation allowance will be paid where more than one member of a family living in the same residence are relocated pursuant to paragraph (96).

Agreement between

Employer: Owens-Illinois, Inc.
Union: Glass Bottle Blowers
Expiration date: March 1983

Transfer of Employee

1. The company shall notify the international union 90 days in advance or as soon thereafter as possible of any plant closing or the elimination of a department.

2. Upon the request of the international union, a representative of the company shall meet with a representative of the international union and the local union involved to advise them of the jobs and employees to be eliminated. The company will advise the international union and the local union at such meeting of job vacancies which may then exist at any of the company's other plants under the jurisdiction of this contract.

3. An employee with one year or more of seniority who is laid off or terminated because of a permanent reduction in the working forces shall, within 30 days after the date of his layoff or termination, make application to the Personnel Department of the plant 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 layoff or 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 90 days prior to the end of the first year following his layoff or termination, and for a third year by giving similar notice within 90 days prior to the end of the second year following his layoff or termination.

If he is employed at another plant of the company within such time, he shall retain his continuous service benefits accumulated with the company.

4. The international union shall from time to time send to the company 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.

Agreement between

Employer: Western Electric Company
Union: Communications Workers
Expiration date: August 1983

General

2.1 The company and the union agree that the character of installation work makes it necessary for an employee to move to and from job locations and work locations. The company will effect such a move by a local assignment, a temporary transfer or a permanent transfer.

2.2 The company shall designate a base location for each employee. An employee shall not be eligible to any per diem allowances at the location in which he or she was hired, until the employee has been transferred to a base location on a permanent transfer.

2.3 The company shall not specify the mode of travel to be used by an employee on a local assignment or transfer, except as follows:

(a) The company may furnish transportation when it determines that such transportation is appropriate for travel on a local assignment or transfer, and in such event employees may be assigned to drive or to travel as passengers in a company-provided vehicle.

(b) The company may schedule travel via common carrier, including airplane, on a permanent transfer, or on a temporary transfer as provided in Paragraphs 4.12 and 4.2.

2.4 When an employee uses his or her motor vehicle in connection with a local assignment or a transfer, such use shall in no case be considered either as authorized or required by the company. However, in the case of a permanent transfer, Paragraph 5.12 (travel time) and Paragraph 5.22 (travel expense) shall apply when an employee uses his or her automobile under the conditions stated in said paragraphs.

2.5 The company will endeavor to schedule travel on transfers during the day shift of the standard weekly work schedule in effect at the job location from which the employee is transferred, except when sleeping accommodations are provided for over night travel via common carrier. When travel is scheduled via common carrier, departure and arrival time will be designated.

2.6 An employee shall be given at least 30 days' advance notice of a permanent transfer.

2.7 Multiple computation points will be established with respect to the following base locations: Atlanta, Chicago, Dallas, Detroit, Houston, Kansas City, Los Angeles, Newark, New York, Minneapolis-St. Paul, Philadelphia, Seattle, San Francisco-East Bay, St. Louis and San Diego. For the purpose of computing transportation expense and travel time allowances on local assignments and temporary transfers, the computation point designated for an employee at such base locations will be the one nearest the employee's living quarters as of the time such computation applies, except that when an employee changes his or her living quarters, his or her designated computation point at such base location shall not be changed until he or she is given a new assignment at another building or a period of 6 months elapses, whichever occurs first.

2.8 The company will endeavor to assign an employee to a job location as near his or her home location and as near the employee's place of residence in the work location as conditions permit.

2.91 Employees will be selected for permanent transfer as follows:

(a) The company will select, by inverse order of term of employment, employees assigned to the base location from which such transfer is to be made and who have the skills as determined by the company in the skill category required at the destination location. For purposes of this paragraph, skill categories shall be as follows:

Index 1 and 2

Index 3

Index 4 (by communications system)

Index 5 (by communications system)

(b) An employee selected in accordance with (a) who has a term of employment of 15 or more years who has been notified of such permanent transfer may, prior to its effective date, elect termination of employment in lieu of the transfer. In such event the employee will, if eligible, be granted a service pension under and pursuant to the benefit plan; and if not so eligible, will be granted a termination allowance equal to the layoff allowance provided in paragraph 1 of Article 21 for his or her term of employment as of the date employment is terminated but with no other rights to which laid-off employee are entitled.

2.92 For the purposes of Paragraph 2.91, one or several base locations will be considered as one base location when the distance between the applicable computation points of those base locations is less than 33 road miles, and provided that such base locations are within the same area.

2.12 In connection with a permanent transfer, dependent means an employee's wife or husband and children; also other members of his or her family who live with the employee in the same establishment and are principally dependent upon him or her for support.

2.13 A special condition transfer, which shall not be considered as coming within the other provisions of this article, will be made when all the following conditions exist:

(a) Employee requests that he or she be transferred to another work location for personal reasons.

(b) Although such a transfer would not be initiated by the company in the normal conduct of the business, the employee's services can be used at the work location to which the transfer is requested.

(c) The company agrees to make the transfer and makes satisfactory arrangements with the local representing the employee in the area from which transfer is requested, respecting treatment to be accorded such employee and to notify the local which has jurisdiction at the destination work location, if applicable.

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 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 or her intention to use his or her 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 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 or her, 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); $3.00 for breakfast, $4.00 for luncheon, $8.00 for dinner.

(c) Lower berth in first class sleeping car (or equivalent accommodations in lieu thereof) and a $2.00 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 supervisor at the time of transfer at $.20 ($.22, effective February 1, 1982) per mile.

(b) Additional mileage at $.13 per mile when an employee tows an automobile trailer to be used for his or her living accommodations at the destination base location.

(b-1) Towing charges en route as approved in advance, when an employee is unable to tow his or her trailer.

(c) Parking or garaging en route-as incurred.

(d) Meals en route (including tip): $3.00 for breakfast, $4.00 for luncheon, $8.00 for dinner.

(e) Lodging en route when a stopover is required-as incurred.

A like allowance shall be paid for each dependent accompanying the employee with respect to items (d), (e).

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 when removal of the old one is not feasible.

(f) Storage of household goods shall be limited to 90 days.

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 $15.50 for self and each dependent 10 or more years of age and $10.50 for each dependent under 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 $600.00 or 3 percent of the employee's annual base pay as of the effective date of transfer, whichever is the greater 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 or her living quarters at the starting point prior to employee's 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 3 days.

5.34 To cover locating expenses, an employee without dependents shall receive $300.00 or 1 1/2 percent of the employee's annual base pay as of the effective date of transfer, whichever is the greater. The payments shall be made as follows: $45.00 for the workweek during which he or she first works at the base location, $45.00 for the next workweek, $20.00 for each of the next 10 workweeks and the remaining balance, if any, in the next workweek, providing he or she remains on the payroll for each of the weeks in which payment is authorized.

5.35 An employee whose dependents do not accompany him or her, but who advises the company that they will travel to his or her new base location within 90 calendar days following his or her 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 14 calendar days, including days on which it is paid for the employee, 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 90th calendar day following his or her arrival, whichever occurs first. To cover all other locating expenses, a single allowance of $600.00 or 3 percent of the employee's annual base pay as of the effective date of transfer, whichever is greater 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 one (1) round trip from his or her new base location for the purpose of using his or her automobile as a means of transportation for the employee's dependents to his or her new base location.

5.4 Expense in Connection with Disposal and Purchase of Home.

5.41 An employee who is notified of a permanent transfer shall be eligible to reimbursement for additional expenses as follows:

5.411 The employee shall have the option to dispose of his or her home (one or two-family house, townhouse, condominium unit or a mobile home affixed to the employee's real property used as his principle residence) in accordance with Paragraph 5.411 (a) or (b) and Paragraph 5.412 below provided: The home is the employee's principle residence owned and occupied by the employee at the time of permanent transfer, the employee possesses a good and marketable title, it is not used for commerical purposes, the house shall not have been rented after the employee has been notified of permanent transfer, the home shall not include adjoining property (land and improvements) that exceeds 25 percent of the total value of the main property plus the adjoining property and the home complies with applicable laws, rules, and regulations relating to construction and occupancy.

(a) An employee may make an irrevocable election to sell his or her principal residence to the realty company designated by the company at the realty company's appraised value based on the following requirements:

(1) The realty corporation's offer must be accepted within 90 days following the date of the appraisal letter and such offer shall be final.

(2) The house must not have been given to another realty company with an exclusive listing.

(3) The total amount of liens and encumbrances on the property must not exceed the appraised value.

(4) The transfer of title or use of the property must not be subject to the approval of a third party.

(b) An employee who receives a bona fide written offer higher than the realty company appraisal (net cash return greater than the appraisal value per Paragraph 5.41 (a)) from a third party for the purchase of his or her home may elect to sell to said realty company who will close the sale of the property to the third party. Such election and sale shall be in accordance with requirements established by the company which shall be provided to the employee prior to the sale.

5.412 If an employee chooses to sell his or her home directly to a buyer other than the realty company (the options in Paragraph 5.411 (a) or (b) will not be used) an employee may with advance company approval, sell his or her home directly to a buyer and may be reimbursed for the applicable expenses listed in sub-

paragraphs (1) through (7) below. Such expenses shall not be grossed-up for tax purposes.

(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.

(7) Inspection fees (where required by state law).

5.413 Employees owning mobile homes located on real property not owned by the employee as their principle place of residence may have the option of (a) having the company ship it to the new work location at the company's expense provided the value of the mobile home exceeds the estimated cost of shipment or (b) with advance company approval, sell it privately and be reimbursed for approved selling expenses.

5.414 Employees who rent their principal residence from others shall have their leases settled by the company, except that oral leases will not qualify.

5.415 Within 30 days prior to the date the employee is scheduled to report to work at his or her 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 or her spouse accompany him or her. In this connection, the company will reimburse the employee for the following items to the extent applicable for himself or herself and his or her 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: $3.00 for breakfast, $4.00 for luncheon, $8.00 for dinner.

(c) Mileage for the round trip at $.20 ($.22, effective February 1, 1982) per mile.

(d) Reasonable expense for the care of children and pets during the period of the visit.

5.416 An employee who elects to purchase a home will be eligible to reimbursement of the incurred expenses listed in subparagraph (1) through (10) below, for amount not to exceed $750, or 2 percent of the purchase price, whichever is greater, in taking title (closing costs) on the purchase of a house provided such house is to be used as the employee's principal residence, the house is either a one- or two-family dwelling and is not to be used for commercial purposes. The transaction of purchase shall be completed within 6 months following the date of the employee's transfer. Such expenses shall be substantiated by invoices or a copy of the closing statements:

1. Legal fees

2. Title insurance fees

3. Bank service fees (including fees such as mortgage origination fees and the like but excluding discount "points" in any form and charges for mortgage insurance such as M.G.I.C.)

4. Mortgage taxes

5. Mortgage approval and/or credit rating fees

6. Real estate transfer costs

7. Recording fees

8. Survey expenses (if required)

9. Appraisal fees (charged by lender)

10. Inspection fees (plumbing, electrical system, etc. required by lender)

5.417 An employee who elects to purchase a house at the new base location shall be eligible to advance of equity and loans from the company necessary to assist the employee in the purchase of a home subject to the following terms and conditions:

(a) Advances of equity may not exceed the amount of employee's equity in a currently owned home specified in Paragraph 5.411 based upon appraised value determined by the company or a contract of sale. Advance of equity and loans will not apply to cooperative apartments.

(b) Where employee's equity is not sufficient to obtain another home, a loan may be granted for an additional amount, if any, by which the employee's rate of pay on an annual basis exceeds his or her equity in the home being sold.

(c) All advances and loans will be evidenced by a promissory note.

(d) Advances and/or loans granted by the company will be based upon the employee's assets, liabilities and ability to repay without undue hardship or financial burden and only as required to meet commitments on the new home.

(e) Initial advance of equity and all subsequent advances are made without interest and must be repaid within 30 days after the employee receives the net cash proceeds from the sale of his home, but in any event no later than 4 months from the date of the initial promissory note. Partial payments received by an employee from a buyer within the 4 month period shall be remitted immediately to the company for reduction of the advance.

(f) Loans are payable within 9 months from the date of the initial note for an advance or loan, and shall bear interest at an annual rate specified by the company. Partial payments may be applied at

any time against interest bearing notes, except that partial payments resulting from the employee's receipt of proceeds of sale shall first be applied against the principal due on any interest-free note.

This will confirm our understanding of August 16, 1980, and replaces our previous agreement, dated January 22, 1975, concerning the treatment accorded employees selected by the Company for Permanent Transfers under the provisions of Article 13 of Contract, CWA-16, dated August 16, 1980.

Home Owner's Mortgage Allowance Plan

1. The Company, in recognition of the current high mortgage interest rates, has established the Home Owner's Mortgage Allowance Plan as a temporary supplement which will be made available to employees permanently transferred by the Company on the following basis:

   a. Eligibility - All of the following conditions must be met for an employee to be eligible for the Home Owner's Mortgage Allowance:

      1. Employee's Permanent Transfer shall be initiated by the Company under the provisions of Article 13, Paragraphs 1.11 and 5.

      2. Employee shall own a home at the original location and must sell such property. The employee must also purchase a home at the new location. Both such homes must meet the requirements specified in Article 13, Paragraph 5.4.

      3. Employee shall be eligible to this Allowance only once.

      4. The interest rate on the employee's mortgage for the new home must be greater than the rate on the mortgage for the former home.

   b. Computation and Payment of Allowance - Employees who meet the eligibility requirements prescribed in Paragraph 1(a) above will be paid an allowance derived by multiplying the mortgage balance on the employee's former home or the mortgage on the new home, whichever is lower, by the difference between the old and new interest rates for a three (3) year period subject to the following:

      1. In computing the allowance, the mortgage interest rate differential is based on the basic rate for both the old and new mortgage.

      2. The employee shall provide the Company with the necessary documentation from the mortgage lending institutions verifying the old and new mortgage balances.

      3. Payment will be made to the employee in a lump sum. The payment is taxable income and subject to withholding by the Company. No tax loan will be made to employees on this payment.

Appendix B. Identification of Clauses

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

Clause number		*Expiration date*
1	Olin Corp., Ecusta Paper and Film Group, Pisgah Forest, N.C. ..... Paperworkers (UPIU)	October 1980
2	Campbell Soup Co., Napoleon, Ohio ..... Food and Commercial Workers (UFCW)	February 1981
3	Acme Boot Co., Inc. 5 plants, Tenn. ..... Rubber Workers (URW)	March 1981
4	Metropolitan Taxicab Board of Trade, Inc., New York, N.Y. ..... Directly Affiliated Labor Union (DALU)	November 1979
5	U&I, Inc., Sugar Division, Interstate ..... Grain Millers (AFGM)	August 1980
6	Northern California Association of Bakery Employers, Calif. ..... Teamsters (IBT) (Ind.)	September 1981
7	Great Western Sugar Co., Interstate ..... Teamsters (IBT) (Ind.)	June 1981
8	Brown Shoe Co., Mo. ..... Retail Clerks (RCIU)	August 1980
9	Garage Attendants Agreement, Chicago, Ill. .. Teamsters (IBT) (Ind.)	July 1982
10	Jewel Tea Co., Inc., Star Market Co. Division, R.I. ..... Food and Commercial Workers (UFCW)	June 1982
11	National Master Freight Agreement, Southern Conference Over-the-Road Supplement, Interstate .. Teamsters (IBT) (Ind.)	March 1982
12	Greyhound Lines, Inc., Interstate ..... Transit Union (ATU)	October 1980
13	Kelly-Springfield Tire Co., Tyler, Tex. ..... Rubber Workers (URW)	September 1982
14	Ingersoll-Rand Co., Phillipsburg, N.J. and West Easton, Pa. ..... Steelworkers (USA)	October 1980
15	Brown & Williamson Tobacco Corp., Louisville, Ky. ... Bakery, Confectionery and Tobacco Workers (BCTW)	March 1980
16	Owens-Illinois, Inc., Production and Maintenance Dept., San Diego, Calif. ..... Glass Bottle Blowers (GBBA)	March 1980
17	Chain and Independent Food Stores, N. Mex. ..... Retail Clerks (RCIU)	October 1979
18	Dresser Industries, Inc., Dresser Clark Division of the Compressor Group, Olean, N.Y. ..... Steelworkers (USA)	September 1980

19 .... White Consolidated Industries, Inc., Blaw-Knox Co., Division, Interstate ..... February 1981
Steelworkers (USA)

20 .... Independent Metal Trades Cos., Calif. ..... March 1980
Machinists (IAM)

21 .... Dubuque Packing Co., Dubuque, Iowa ..... August 1979
Meat Cutters (MCBW)

22 .... Homestead Mining Co., Lead, S. Dak. ..... May 1982
Steelworkers (USA)

23 .... Liggett Group, Inc., Durham, N.C. ..... March 1980
Tobacco Workers (TWIU)

24 .... Bowman Transportation, Inc., Interstate ..... August 1982
Steelworkers (USA)

25 .... Longview Fibre Co., Longview, Wash. ..... May 1981
Western Pulp and Paper Workers (WPPW) (Ind.)

26 .... Giant Food, Inc., Interstate ..... September 1980
Retail Clerks (RCIU)

27 .... Oscar Mayer and Co., Madison, Wis. ..... September 1979
Meat Cutters (MCBW)

28 .... Chicago Area Grocery Stores, Chicago, Ill. ..... June 1982
Food and Commercial Workers (UFCW)

29 .... GTE Sylvania, Inc., Ottawa, Ohio ..... September 1979
Electrical Workers (IBEW)

30 .... Arvin Industries, Inc., Columbus, Ind. ..... February 1980
Electrical Workers (IBEW)

31 .... Fairchild Industries, Inc., Fairchild Republic Co., Farmingdale, N.Y. ..... July 1982
Machinists (IAM)

32 .... Greater New York Meat and Poultry Dealers, Inc., New York, N.Y. ..... May 1981
Meat Cutters (MCBW)

33 .... American Home Foods, Inc., Milton, Pa. ..... February 1981
Meat Cutters (MCBW)

34 .... Northern Minnesota and Northern Wisconsin Food Merchants, Minn. and Wis.. April 1980
Retail Clerks (RCIU)

35 .... Chicago Pneumatic Tool Co., Utica, N.Y. ..... June 1982
Machinists (IAM)

36 .... Jewelry Manufacturers, Inc., and Associate Jewelers, Inc., New York, N.Y. ..... March 1982
Jewelry Workers (JWU)

37 .... Allied Employers, Inc., King and Snohomish Counties, Wash. ..... March 1980
Retail Clerks (RCIU)

38 .... First National Stores, Inc., New York, N.Y. ..... November 1980
Meat Cutters (MCBW)

39 .... Rohr Industries, Inc., Riverside, Calif. ..... November 1980
Machinists (IAM)

40 .... Gould, Inc., Interstate ..... April 1980
Electrical Workers (IBEW)

41 .... Deere & Co., Interstate .... September 1979
Auto Workers (UAW) (Ind.)

42 .... GTE Automatic Electric, Inc., Huntsville, Ala. ..... February 1980
Communications Workers (CWA)

43 .... Plastic Soft Materials Manufacturers' Association, New York, N.Y. ..... December 1980
Ladies' Garment Workers (ILGWU)

44 .... Cotton Garment and Outerwear Agreement, Philadelphia, Pa. ..... October 1980
Clothing and Textile Workers (ACTWU)

45 .... Londontown Manufacturing Co., 5 plants, Md., Va., Pa. .... October 1982
Clothing and Textile Workers (ACTWU)

46 .... National Association of Blouse Manufacturers, Inc., New York, N.Y.... ..... May 1982
Ladies' Garment Workers (ILGWU)

47 .... New England Sportswear Manufacturers' Association, Boston, Mass. ..... June 1982
Ladies' Garment Workers (ILGWU)

48 .... Infant and Juvenile Manufacturers Association, Inc., New York, N.Y. ... October 1981
Clothing and Textile Workers (ACTWU)

49 .... American Millinery Manufacturers Association, Inc., New York, N.Y. ... December 1982
Hatters (HCMW)

50 .... National Shirt and Sportswear Association, Inc., New York, N.Y. ..... May 1982
Ladies' Garment Workers (ILGWU)

51 .... Affiliated Dress Manufacturers, Inc., and Apparel Manufacturers Association, Inc., Interstate ..... May 1982
Ladies' Garment Workers (ILGWU)

52 .... Luggage and Leather Goods Manufacturers Association of New York, N.Y. ..... April 1980
Leather Goods, Plastic and Novelty Workers (LGPN)

53 .... Associated Liquor Wholesalers of Metropolitan New York, Inc., N.Y. and N.J. ..... October 1981
Teamsters (IBT) (Ind.)

54 .... New England Apparel Manufacturers' Association, Inc., Mass. and R.I. ..... May 1982
Ladies' Garment Workers (ILGWU)

55 .... Men's Clothing Industry in Southern Calif. ..... September 1980
Clothing and Textile Workers (ACTWU)

56 .... Schiffli Lace and Embroidery Manufacturers Association, Inc., N.J. ..... April 1982
Textile Workers (UTWA)

57 .... Lumber and Mill Employees' Association, Northern Calif. ..... April 1981
Carpenters (CJA)

58 .... Ladies Handbags and Leather Novelties Cos., New York, N.Y. ..... April 1981
Leather Goods, Plastic and Novelty Workers (LGPN)

59 .... Boston Edison Co., Boston, Mass. ..... May 1980
Utility Workers (UWU)

60 .... Gulf Oil Co., Port Arthur Refinery, Port Arthur, Tex. ..... January 1981
Oil, Chemical and Atomic Workers (OCAW)

61 .... Atlantic Richfield Co., Four Corners Pipe Line Co., Calif. .January 1981
Oil, Chemical and Atomic Workers (OCAW)

62 .... Bowen-McLaughlin York Co., York, Pa. ..... January 1982
Steelworkers (USA)

63 .... Metropolitan Life Insurance Co., Interstate ..... March 1981
Insurance Workers (IWIU)

64 .... Bloomingdale Brothers, New York, N.Y. ..... March 1980
Retail, Wholesale and Department Store Union (RWDSU)

65 .... Aldens, Inc., Chicago, Ill. ... January 1981
Teamsters (IBT) (Ind.)

66 .... Ford Motor Co., Interstate .. September 1982
Auto Workers (UAW) (Ind.)

67 .... Consolidated Papers, Inc., and Consolweld Corp., Wis. ..... April 1982
Paperworkers (UPIU)

68 .... PPG Industries, Inc., Glass Division, Interstate ..... February 1981
Glass and Ceramic Workers (UGCW)

69 .... Local Cartage for Hire and Private Carriers, Chicago, Ill. ..... March 1982
Chicago Truck Drivers (CTD) (Ind.)

70 .... Mobile Oil Corp., Beaumont Refinery, Beaumont, Tex. ..... January 1981
Oil, Chemical and Atomic Workers (OCAW)

71 .... United Parcel Service, Northern Calif. ..... April 1982
Teamsters (IBT) (Ind.)

72 .... Borg-Warner Corp., Warner Gear Division, Muncie, Ind. ..... March 1983
Auto Workers (UAW) (Ind.)

73 .... New York State Electric & Gas Corp., Upstate N.Y. ..... June 1981
Electrical Workers (IBEW)

74 .... American Can Co., Interstate ..... February 1981
Steelworkers (USA)

75 .... Bendix Corp., Interstate ..... April 1980
Auto Workers (UAW) (Ind.)

76 .... Kelsey-Hayes Co., Jackson, Mich. ..... January 1980
Allied Industrial Workers (AIW)

77 .... American Chain and Cable Co., Inc., Interstate ..... October 1980
Steelworkers (USA)

78 .... Food and Liquor Agreement, Sacramento, Calif. ..... February 1980
Food and Commercial Workers (UFCW)

79 .... Commonwealth Edison Co., Chicago, Ill. ..... March 1982
Electrical Workers (IBEW)

80 .... Bell Telephone Company of Pennsylvania, Pa. ..... August 1980
Electrical Workers (IBEW)

81 .... Illinois Bell Telephone Co., Ill. ..... August 1980
Electrical Workers (IBEW)

82 .... Philadelphia Food Store Employees, Pa. ..... January 1981
Food and Commercial Workers (UFCW)

83 .... National Can Co., Foster Forbes Glass Co. Division, Interstate ..... March 1983
Glass Bottle Blowers (GBBA)

84 .... Interco Inc., Batesville Factory, Batesville, Ariz. ..... September 1980
Food and Commercial Workers (UFCW)

85 .... Midtown Realty Owners Association, New York, N.Y. ..... February 1981
Service Employees (SEIU)

86 .... NL Industries, Inc., Doehler-Jarvis Division, Interstate ..... September 1980
Auto Workers (UAW) (Ind.)

87 .... Rath Packing Co., Interstate ..... August 1982
Food and Commercial Workers (UFCW)

88 .... National Tea Co., Standard Grocery Division, Interstate ..... May 1981
Food and Commercial Workers (UFCW)

89 .... Interco, Inc., International Shoe Co. Division, Paducah, Ky. ..... September 1980
Food and Commercial Workers (UFCW)

90 .... Franklin Manufacturing Co., St. Cloud, Minn..... December 1981
Machinists (IAM)

91 .... Chrysler Corp., Interstate ... September 1982
Auto Workers (UAW) (Ind.)

92 .... United Parcel Service, Inc., Upstate N.Y. ..... April 1982
Teamsters (IBT) (Ind.)

93 .... Philadelphia Food Store Employers Labor Council, Pa. ..... February 1980
Teamsters (IBT) (Ind.)

94 .... Eastern Labor Advisory Association, Cement Division, Interstate..... February 1980
Teamsters (IBT) (Ind.)

95 .... Latrobe Steel Co., Latrobe, Pa. ..... August 1980
Steelworkers (USA)

96 .... Kroger Co., Columbus, Ohio ..... February 1982
Teamsters (IBT) (Ind.)

97 .... National Steel Corp., Weirton Steel Division, Interstate ..... August 1980
Independent Unions (NFIU) (Ind.)

98 .... Lockheed Aircraft Corp., Calif. ..... January 1980
Machinists (IAM)

99 .... Indiana Bell Telephone Co., Ind. ..... August 1980
Communications Workers (CWA)

100 .... South Central Bell Telephone Co., Interstate ..... August 1980
Communications Workers (CWA)

101 .... Continental Telephone Company of California, Bakersfield, Calif. ..... September 1980
Electrical Workers (IBEW)

102 .... Southern Bell Telephone and Telegraph Co., Interstate ..... August 1980
Communications Workers (CWA)

103 .... Grocery and Delicatessen Stores, San Francisco, Calif. ..... December 1979
Food and Commercial Workers (UFCW)

104 .... Fischer and Porter Co., Warminster, Pa. ..... April 1980
Rotameter Workers (Ind.)

105 .... Weyerhaeuser Co., 5 mills, Wash. and Oreg... March 1981
Western Pulp and Paper Workers (WPPW) (Ind.)

106 .... Nevada Resort Association, Resort Hotels, Nev..... April 1980
Hotel and Restaurant Employees (HREU)

107 .... Consolidated Gas Supply Corp., Clarksburg, W. Va. ..... October 1980
Service Employees (SEIU)

108 .... Eltra Corp., National Agreement..... February 1980
Auto Workers (UAW) (Ind.)

109 .... Illinois Trucking Association, Inc., Interstate ..... March 1982
Teamsters (IBT) (Ind.)

110 .... Reserve Mining Co., Silver Bay and Babbitt, Minn. ..... August 1980
Steelworkers (USA)

111 .... Firestone Tire and Rubber Co., Akron, Ohio ..... April 1982
Rubber Workers (URW)

112 .... National Can Co.,
Interstate ..... February 1981
Steelworkers (USA)

113 .... General Motors Corp.,
Interstate ..... September 1982
Auto Workers (UAW) (Ind.)

114 .... International Harvester Co.,
Clerical and Technical,
Interstate..... September 1982
Auto Workers (UAW) (Ind.)

115 .... Meat Drivers Agreement,
Chicago, Ill..... April 1980
Teamsters (IBT) (Ind.)

116 .... Pathmark and Shop-Rite
Supermarkets, Interstate.. April 1981
Food and Commercial
Workers (UFCW)

117 .... Great Atlantic and Pacific
Tea Co., Louisville Unit,
Interstate ..... October 1980
Food and Commercial
Workers (UFCW)

118 .... Transport of New Jersey,
N.J. ..... March 1981
Transit Union (ATU)

119 .... Kroger Co., Detroit, Mich... March 1980
Food and Commercial
Workers (UFCW)

120 .... General Telephone Company
of the Southwest,
Interstate ..... May 1980
Communications Workers
(CWA)

121 .... McGraw-Edison Co., Bussman
Manufacturing Division,
St. Louis, Mo. ..... February 1980
Independent Fuse Workers'
Union (Ind.)

122 .... Chrysler Corp., Parts
Department, Interstate .. September 1982
Auto Workers (UAW) (Ind.)

123 .... Rockwell International Corp.,
Interstate ..... February 1980
Auto Workers (UAW) (Ind.)

124 .... International Harvester Co.,
Production and Maintenance
Unit, Interstate ..... September 1982
Auto Workers (UAW) (Ind.)

125 .... Kelsey-Hayes Co.,
Detroit and Romulus,
Mich. ..... January 1980
Auto Workers (UAW) (Ind.)

126 .... Michigan Bell Telephone Co.,
Mich. ..... September 1980
Communications Workers
(CWA)

127 .... Libbey-Owens-Ford Co.,
Interstate ..... October 1980
Glass and Ceramic Workers
(UGCW)

128 .... Wholesale Bakers' Group,
Machine Shop, Calif. .... May 1981
Bakery, Confectionery
and Tobacco Workers
(BCTW)

129 .... Burroughs Corp., Mich. .... February 1980
Auto Workers (UAW) (Ind.)

130 .... General Telephone Co. of
Illinois, Construction and
Supply Departments, Ill ... October 1980
Electrical Workers (IBEW)

131 .... Allegheny Ludlum, Inc.,
Steel Division,
Interstate ..... August 1980
Steelworkers (USA)

132 .... Continental Can Company,
Master Agreement,
Interstate ..... February 1981
Steelworkers (USA)

133 .... Caterpillar Tractor Co.,
Towmotor Corp., Central
Agreement, Interstate ... September 1982
Auto Workers (UAW) (Ind.)

134 .... Aluminum Co. of America,
Interstate ..... May 1980
Steelworkers (USA)

135 .... New England Telephone and
Telegraph Co., Plant
Unit, New England ..... August 1980
Electrical Workers (IBEW)

136 .... U.S. Steel Corp., American Bridge Division, Interstate ..... August 1980
Steelworkers (USA)

137 .... National Steel Corp., Midwest Steel Division, Ind. ..... July 1980
Steelworkers (USA)

138 .... Piper Aircraft Corp., Rock Haven, Pa. ..... February 1981
Machinists (IAM)

139 .... General American Transportation Corp., Interstate ..... September 1980
Steelworkers (USA)

140 .... General Telephone Co. of Florida, Fla. ..... August 1981
Electrical Workers (IBEW)

141 .... First National Supermarkets, Conn. ..... March 1982
Meat Cutters (MCBW)

142 .... West Penn Power Co., Pa. .... April 1980
Utility Workers (UWU)

143 .... Calumet Supermarket Forum, Inc., Ind. ..... February 1980
Retail Clerks (RCIU)

144 .... RCA Global Communications, Inc., Interstate ..... November 1980
Teamsters (IBT) (Ind.)

145 .... National Fuel Gas, Buffalo, N.Y. ..... February 1980
Electrical Workers (IBEW)

146 .... Detroit Edison Co., Mich. .... June 1981
Utility Workers (UWU)

147 .... Microdot, Inc., Valley Mould and Iron Co. Division, Interstate ..... August 1980
Steelworkers (USA)

148 .... Bethlehem Steel Corp., Master Agreement, Interstate ..... August 1980
Steelworkers (USA)

149 .... Armour and Co., Master Agreement, Interstate ..... August 1982
Meat Cutters (MCBW)

150 .... Maytag Co., Newton and Hampton, Iowa ..... June 1983
Auto Workers (UAW) (Ind.)

151 .... Fluid Milk-Ice Cream Agreement, Calif. ..... August 1980
Teamsters (IBT) (Ind.)

152 .... Phoenix Steel Corp., Claymont, Del. ..... August 1980
Steelworkers (USA)

153 .... Zenith Radio Corp., Chicago, Ill. ..... June 1981
Independent Radionic Workers of America (Ind.)

154 .... American Telephone and Telegraph Co., Long Lines Department, Interstate .. August 1980
Communications Workers (CWA)

155 .... Niagara Mohawk Corp., N.Y. ..... May 1980
Electrical Workers (IBEW)

156 .... Florida Power Corp., Fla. .... December 1979
Electrical Workers (IBEW)

157 .... Wean United, Inc., Interstate ..... September 1980
Steelworkers (USA)

158 .... Dana Corp., Interstate ..... December 1982
Auto Workers (UAW) (Ind.)

159 .... Brockway Glass Co., Interstate ..... March 1980
Glass Bottle Blowers (GBBA)

160 .... Amalgamated Sugar Cos., Idaho and Oreg. ..... July 1980
Grain Millers (AFGM)

161 .... Carrier Corp., BDP Co. Division, Indianapolis, Ind. ..... April 1981
Steelworkers (USA)

162 . . . . Bell Telephone Laboratories, Interstate . . . . . August 1980
Communications Workers (CWA)

163 . . . . General Telephone Co. of Pennsylvania, Pa. . . . . August 1980
Electrical Workers (IBEW)

164 . . . . Chain and Independent Food Stores, Wis. . . . . November 1982
Retail Clerks (RCIU)

165 . . . . Merck and Co., Master Agreement, N.J. and Pa. . . . . April 1981
Oil, Chemical and Atomic Workers (OCAW)

166 . . . . Retail Meat Cutters Contract, Chicago, Ill. . . . September 1980
Meat Cutters (MCBW)

167 . . . . New Jersey Linen Supply Co., N.J. . . . . November 1979
Laundry and Dry Cleaning Union (LDC)

168 . . . . Republic Steel Corp., Production and Maintenance Agreement, Interstate . . . August 1980
Steelworkers (USA)

169 . . . . Anheuser-Busch, Inc., St. Louis, Mo. . . . . February 1982
Teamsters (IBT) (Ind.)

170 . . . . Kraftco Corp., Metro Containers Division, Interstate . . . . . March 1980
Glass Bottle Blowers (GBBA)

171 . . . . Pratt and Whitney Aircraft Corp., North Haven, Conn. . . . . November 1982
Machinists (IAM)

172 . . . . Non-Registered Drug and General Merchandise Agreement, Portland, Oreg. . . . . July 1980
Retail Clerks (RCIU)

173 . . . . Columbus and Southern Ohio Electric Co., Ohio . . . . . July 1980
Electrical Workers (IBEW)

174 . . . . Wyman-Gordon Co., Worcester and Grafton plants, Mass. . . . . March 1980
Steelworkers (USA)

175 . . . . Pacific Columbia Mills Inc., Columbia, S.C. . . . . July 1979
Clothing and Textile Workers (ACTWU)

176 . . . . Dairy Industrial Relations Association, Master Dairy Agreement, Southern Calif. . . . . March 1980
Teamsters (IBT) (Ind.)

177 . . . . National Master Freight Agreement, Philadelphia Metro Area, Local Cartage, Interstate. . . . . March 1982
Teamsters (IBT) (Ind.)

178 . . . . General Dynamics Corp., Convair Division, Interstate . April 1981
Machinists (IAM)

179 . . . . Public Service Electric and Gas Co., N.J. . . . . April 1980
Electrical Workers (IBEW)

180 . . . . New Jersey Bell Telephone Co., Commercial and Marketing Departments, N.J. . . . . August 1980
Communications Workers (CWA)

181 . . . . Ohio Edison Co., Ohio . . . . . June 1980
Utility Workers (UWU)

182 . . . . East Ohio Gas Co., Ohio . . . June 1980
Service Employees (SEIU)

183 . . . . New York Telephone Co., Downstate N.Y. . . . . August 1980
Union of Telephone Workers (UTW) (Ind.)

184 . . . . Chrysler Corp., Engineering Agreement, Interstate . . . September 1982
Auto Workers (UAW) (Ind.)

185 . . . . Consumers Power Co., Mich. . . . . August 1980
Utility Workers (UWU)

186 . . . . Western Union Telegraph Co., Interstate . . . . . July 1979 Telegraphers (UTW)

187 . . . . Kaiser Foundation Hospitals, Permanente Medical Group & Kaiser Foundation Health Plan, Calif. . . . . October 1981 Service Employees (SEIU)

188 . . . . Koppers Co., Inc., Baltimore, Md. . . . . October 1980 Machinists (IAM)

189 . . . . Hudson Pulp and Paper Corp., Palatka, Fla. . . . . May 1980 Paperworkers (UPIU)

190 . . . . Allis-Chalmers Corp., La Porte, Ind. . . . . November 1982 Auto Workers (UAW) (Ind.)

191 . . . . J. I. Case Co., Interstate . . . . June 1980 Auto Workers (UAW) (Ind.)

192 . . . . Georgia Power Co., Ga. . . . . June 1981 Electrical Workers (IBEW)

193 . . . . Martin Marietta Aluminum, Inc., Interstate . . . . . July 1980 Steelworkers (USA)

194 . . . . Oscar Mayer and Co., Davenport, Iowa . . . . . August 1982 Meat Cutters (MCBW)

195 . . . . National Master Freight Agreement, Central States Area Local Cartage Supplement, Interstate . . . March 1982 Teamsters (IBT) (Ind.)

196 . . . . Summa Corp., Hughes Helicopters Division, Calif. . . . . July 1982 Carpenters (CJA)

197 . . . . National-Standard Co., Mich. . . . . October 1980 Steelworkers (USA)

198 . . . . Flexsteel Industries, Inc., Interstate . . . . . August 1982 Upholsterers (UIU)

199 . . . . Pacific Maritime Association, Interstate . . . . . July 1981 Longshoremen and Warehousemen (ILWU) (Ind.)

200 . . . . John Morrell and Co., Interstate . . . . . August 1982 Meat Cutters (MCBW)

201 . . . . Continental Can Co., Interstate . . . . . March 1981 Machinists (IAM)

202 . . . . Al-Tech Specialty Steel Corp., N.Y. . . . . August 1980 Steelworkers (USA)

203 . . . . Reliance Electric Co., Dodge Manufacturing Division, Mishawaka, Ind. . . . . November 1981 Steelworkers (USA)

204 . . . . Crucible Inc., Pittsburgh, Pa. and Syracuse, N.Y. . . . August 1980 Steelworkers (USA)

205 . . . . Budd Co., Interstate . . . . . January 1983 Auto Workers (UAW) (Ind.)

206 . . . . Crown Cork and Seal Co., Inc., Philadelphia, Pa. . . . February 1981 Steelworkers (USA)

207 . . . . Ideal Basic Industries, Inc., Interstate . . . . . April 1981 Cement Workers (CLGW)

208 . . . . Pacific Gas and Electric Co., Calif. . . . . December 1982 Electrical Workers (IBEW)

209 . . . . Cleveland-Cliffs Iron Co., Interstate . . . . . August 1980 Steelworkers (USA)

210 . . . . Shell Oil Co., Calif. . . . . January 1981 Oil, Chemical and Atomic Workers (OCAW)

211 . . . . Rochester Telephone Co., N.Y. . . . . February 1981 Communications Workers (CWA)

212 . . . . Eastern Area Tank Haul Agreement, Interstate . . . November 1979 Teamsters (IBT) (Ind.)

213 .... General Telephone Co. of the Northwest, Inc., Calif. .... July 1981
Electrical Workers (IBEW)

214 .... Massey-Ferguson, Inc., Interstate ..... October 1979
Auto Workers (UAW) (Ind.)

215 .... Boeing Co., Interstate ..... October 1980
Machinists (IAM)

216 .... Public Service Co., Denver, Colo..... November 1979
Electrical Workers (IBEW)

217 .... Clark Equipment Co., Buchanan, Mich..... June 1980
Auto Workers (UAW) (Ind.)

218 .... American Can Co., Interstate..... March 1981
Machinists (IAM)

219 .... International Harvester Co., Depot and Distribution, Interstate..... September 1979
Auto Workers (UAW) (Ind.)

220 .... Panhandle Eastern Pipe Line Co., Interstate ..... May 1981
Oil, Chemical and Atomic Workers (OCAW)

221 .... Reynolds Metals Co., Torrance Extrusion Plants, Interstate ..... May 1980
Steelworkers (USA)

222 .... New York Telephone Co., N.Y..... August 1980
Telephone Unions (AITU) (Ind.)

223 .... Diamond State Telephone Co., Del..... August 1980
United Telephone Workers of Delaware (UTWD) (Ind.)

224 .... Carolina Telephone and Telegraph Co., N.C..... November 1981
Communications Workers (CWA)

225 .... Western Electric Co., Inc., Installation Department, Interstate..... August 1980
Communications Workers (CWA)

226 .... Bell Telephone Co. of Pennsylvania, Pa. ..... August 1980
Federation of Telephone Workers of Pa. (FTWP) (Ind.)

227 .... Southern California Edison Co., Calif. ..... December 1981
Utility Workers (UWU)

228 .... Southern New England Telephone Co., Conn. ... August 1980
Connecticut Union of Telephone Workers (CUTW) (Ind.)

229 .... New York Telephone Co., Upstate N.Y. ..... August 1980
Telephone Traffic Union (TTU) (Ind.)

230 .... Southwestern Pacific Public Service Co., Interstate .... October 1981
Electrical Workers (IBEW)

231 .... Atlantic City Electric Co., N.J. ..... December 1981
Electrical Workers (IBEW)

232 .... Illinois Bell Telephone Co., Ill. ..... August 1980
Telephone Commercial Employees Union (TCEU) (Ind.)

233 .... New England Telephone Co., Traffic Unit, New England ..... August 1980
Electrical Workers (IBEW)

234 .... Fiat-Allis Construction Machinery, Inc., Springfield, Ill. ..... November 1979
Auto Workers (UAW) (Ind.)

235 .... Standard Oil Co. of California, Western Operations, Calif. ..... April 1981
Seafarers (SIU)

236 .... Atlantic Richfield Co., and Arco Pipe Line Co., Interstate ..... January 1981
Oil, Chemical and Atomic Workers (OCAW)

237 . . . . Pacific Northwest Bell Telephone Co., Interstate . . . . . August 1980 Communications Workers (CWA)

238 . . . . Bucyrus-Erie Co., Interstate . . . . . August 1982 Steelworkers (USA)

239 . . . . Interlake, Inc., Riverdale, Ill. . . . . September 1980 Steelworkers (USA)

240 . . . . Motor Wheel Corp., Lansing, Mich. . . . . June 1983 Allied Industrial Workers (AIW)

241 . . . . Commercial Shearing, Inc., Interstate . . . . . October 1980 Steelworkers (USA)

242 . . . . Kaiser Aluminum and Chemical Corp., Interstate . . . . . May 1980 Steelworkers (USA)

243 . . . . Allis-Chalmers Corp., Wis. . . November 1982 Auto Workers (UAW) (Ind.)

244 . . . . Interlake Inc., Newport and Wilder, Ky. . . . . August 1980 Steelworkers (USA)

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

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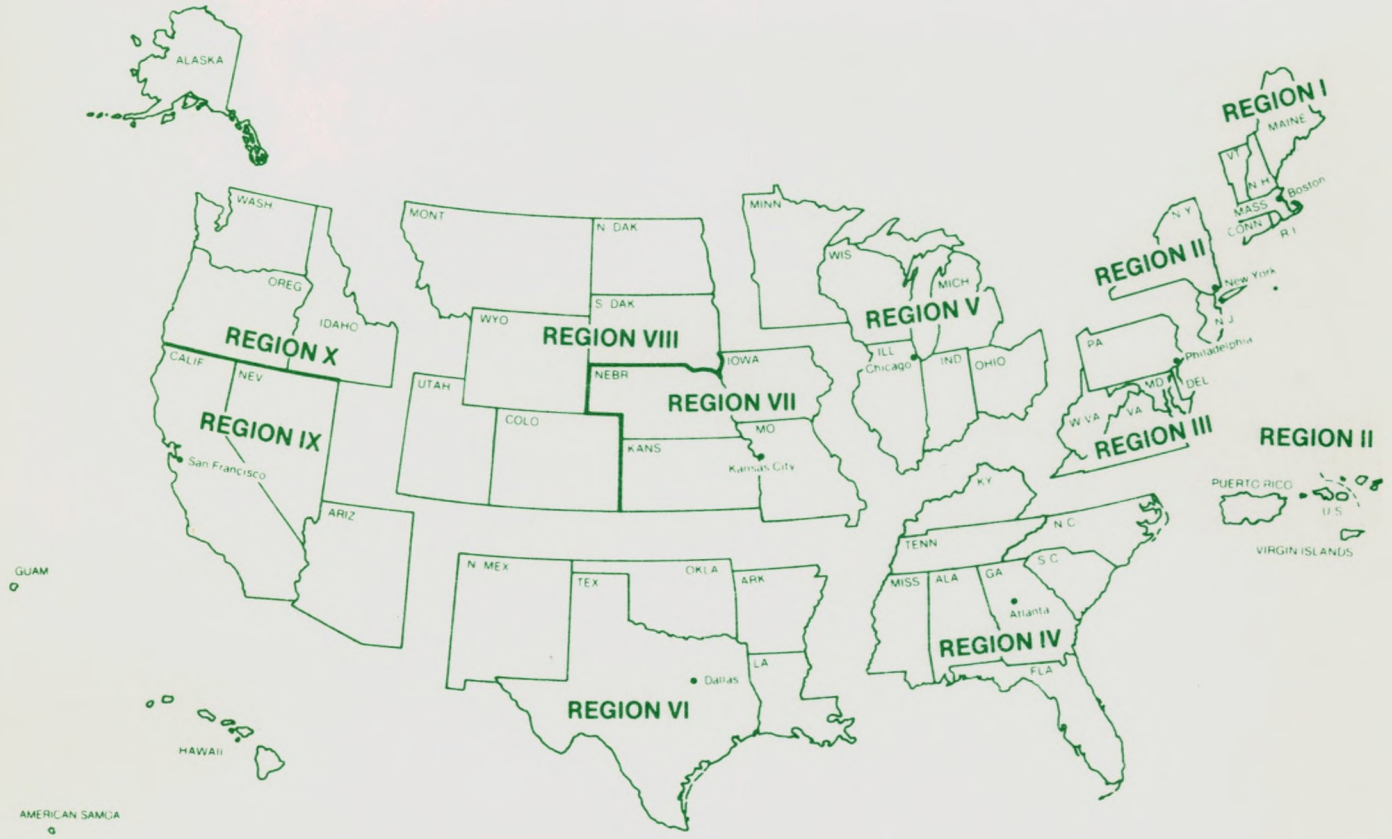

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