

By Mr. Demers of Chicopee, petition of the Mass. State Labor Council, AFL-CIO, and Richard H. Demers for legislation to make binding certain successor clauses in labor contracts. Commerce and Labor.

The Commonwealth of Massachusetts

In the Year One Thousand Nine Hundred and Seventy-Nine.

AN ACT TO BIND SUCCESSORS TO LABOR CONTRACTS.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

1 The following new Section 18(a) to (e) is added to Chapter 149 of
2 the General Laws: —

3 *Section 181(a).* Where collective bargaining agreement
4 between an employer and a labor organization contains a successor
5 clause, such clause shall be binding upon and enforceable against
6 any successor employer who succeeds to the contracting employ-
7 er's business until the expiration date of the agreement stated in the
8 agreement. No such successor clause shall be binding upon or
9 enforceable against any successor employer for more than three
10 years from the effective date of the collective bargaining agreement
11 between the contracting employer and the labor organization.

12 (b) As used in this section, "successor employer" means any
13 purchaser, assignee or transferee of a business the employees of
14 which are subject to a collective bargaining agreement, if such
15 purchaser, assignee, or transferee conducts or will conduct sub-
16 stantially the same business operation, or offer the same service
17 and use the same physical facilities, as the contracting employer.

18 (c) This section shall not apply to a receiver or trustee in bank-
19 ruptcy of any contracting employer who has gone into receivership
20 or bankruptcy, or to any employer who acquires a business from a
21 receiver or trustee in bankruptcy or to any employer which is a
22 public entity, or to any employer who is subject to the National
23 Labor Relations Act, or the Railway Labor Act.

24 (d) An employer who is a party to a collective bargaining agree-
25 ment containing a successor clause has the affirmative duty to
26 disclose the existence of such agreement and such clause to any
27 successor employer. Such disclosure requirements shall be satisfied
28 by including in any contract of sale, agreement to purchase, or any
29 similar instrument of conveyance, a statement that the successor
30 employer is bound by such clause as provided for in the collective
31 bargaining agreement.

32 (e) The provisions of subsections (a) through (d) above may be
33 enforced in a civil action in the Superior Court and/or by a crimi-
34 nal action as provided by Section 180 of the General Laws.