

# **AGREEMENT**

*BETWEEN*

GENERAL ELECTRIC COMPANY

*AT*

EVENDALE, OHIO

*AND*

INTERNATIONAL UNION,

UNITED AUTOMOBILE, AEROSPACE

AND AGRICULTURAL IMPLEMENT

WORKERS OF AMERICA

LOCAL 647

**2011-2015**



***GE Aviation***

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**CALENDARS 2011-2015**

## AGREEMENT

This Agreement is entered into this **20th day of June, 2011**, by and between the General Electric Company for its Plant located in Evendale, Ohio (hereinafter referred to as the "Company") and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, for itself and in behalf of its Local No. 647 (hereinafter referred to as the "Union").



## **ARTICLE I RECOGNITION**

The Company agrees to recognize the Union as the sole collective bargaining agent for all production and service employees who are included in the Bargaining Unit as determined by the National Labor Relations Board in Cases Nos. 9-RC-488 and 9-RC-1676, excluding all other employees as defined by the Board in Cases Nos. 9-RC-470, 9-RC-471, 9-RC-2024 and 9-RC-2092, for the purpose of collective bargaining with respect to rates of pay, hours of work and other conditions of employment.

## **ARTICLE II AGENCY SHOP**

### **1. Agency Shop**

- A. Subject to applicable law, all employees who, as of the date of this Agreement are members of the Union in good standing in accordance with the constitution and by-laws of the Union or who become members of the Union following the effective date of this Agreement, shall, as a condition of employment, remain members of the Union in good standing insofar as the payment of an amount equal to the periodic dues and initiation fees, uniformly required, is concerned.
  
- B. Subject to applicable law, all present employees who are not members of the Union and all individuals hired after the effective date of this agreement, shall, beginning on the thirtieth day following the effective date of this agreement or the thirtieth day following employment, whichever is later, as a condition of employment, either become and remain members of the Union in good standing insofar as the payment of an amount equal to the periodic dues and

initiation fees, uniformly required, is concerned, or, in lieu of such Union membership, pay to the Union an equivalent service charge.

**2. Union Dues or Service Charge Deduction Authorization**

- A. The Company, for each of its employees included within the bargaining unit recognized by the Company pursuant to Article I hereof, who individually, in writing, duly authorizes the Company paymaster to do so, will deduct from the earnings payable to such employee the **weekly** dues (including the applicable fee required for membership, if any) for such employee's membership in the union or the equivalent service charge, and shall remit promptly to the union all such deductions.
  
- B. Subject to applicable law, individual authorizations executed after the effective date of this Agreement shall be signed cards in the form agreed to by the Company and the Union.

\* \* \*

GENERAL ELECTRIC COMPANY

DATE \_\_\_\_\_

EVENDALE PLANT

**SSO** NO \_\_\_\_\_

Assignment to, and Authorization to Deduct and  
pay, Union Dues to Local No. 647,  
of the International Union,  
United Automobile, Aerospace and Agricultural  
Implement Workers of America

TO PAYMASTER:

I hereby cancel any authorization heretofore given to you to deduct my Union membership dues from my earnings.

For each week during which I work for the General Electric Company while this assignment is in effect, I hereby assign, from my earnings now or hereafter payable to me from the Company, to Local No. 647, of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, my Union membership dues (as certified to the Company by the Local, such certification by said Local shall constitute an absolute defense to the Company as to any claim by the undersigned or said Local that such dues have been illegally assessed or levied) and I hereby authorize and direct you to deduct such membership dues from my earnings and pay the same for my account to such Local. You are hereby authorized to deduct such membership dues from my earnings payable each week but if not so deducted in any particular week, you are then authorized to make such deduction from my earnings payable in any subsequent week.

Subject to applicable law, I reserve the right to revoke this authorization by individual notice in writing mailed to the Company and the Local postmarked not earlier than July 1 and not later than July 10, both dates inclusive, of any year during which this Agreement is in effect, or of any year during the term of each succeeding applicable collective bargaining agreement between the parties hereto, or ten days prior to the termination date of each such succeeding agreement.

BADGE NO. \_\_\_\_\_  
SIGNATURE OF EMPLOYEE

\* \* \*

Assignment to, and Authorization to Deduct and  
pay, Union Dues to Local No. 647,  
of the International Union,  
United Automobile, Aerospace and Agricultural  
Implement Workers of America

I further hereby assign, from my earnings now or hereafter payable to me from the General Electric Company, to Local No. 647, of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, the applicable fee required for membership and I hereby authorize and direct you to deduct such sum from my earnings and pay the sum for my account to such Local. You are authorized to deduct such sum from my earnings payable the first week immediately following the date of this assignment and authorization, but if not so deducted, you are authorized to make such deduction from my earnings payable in any subsequent week.

BADGE NO. \_\_\_\_\_  
SIGNATURE OF EMPLOYEE

UNION SERVICE CHARGE DEDUCTION AUTHORIZATION

GENERAL ELECTRIC COMPANY DATE \_\_\_\_\_

EVENDALE PLANT SSO NO. \_\_\_\_\_

ASSIGNMENT TO, AND AUTHORIZATION TO DEDUCT AND PAY UNION  
SERVICE CHARGES TO LOCAL NO. 647, OF THE INTERNATIONAL UNION,  
UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT  
WORKERS OF AMERICA.

PAYMASTER:

I hereby cancel any authorization heretofore given to you to deduct Union charges from my earnings.

For each week during which I work for the General Electric Company while this assignment is in effect, I hereby assign, from my earnings now or hereafter payable to me from the Company to Local 647 of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America service charges (as certified to the Company by the Local) and I hereby authorize and direct you to deduct such service charges (equivalent to periodic dues and initiation fees, uniformly required) from my earnings and pay the same for my account to such Local. You are hereby authorized to deduct such service charges from my earnings payable each week but if not so deducted in any particular week, you are then authorized to make such deduction from my earnings payable in any subsequent week.

Subject to applicable law, I reserve the right to revoke this authorization by individual notice in writing mailed by registered or certified letter to the Company and Local 647 postmarked not earlier than July 1 and not later than July 10 any year during which this Agreement is in effect, or of any year during the term of each succeeding applicable collective bargaining agreement between the parties hereto, or 10 days prior to the termination date of each such succeeding Agreement.

BADGE NO. \_\_\_\_\_  
SIGNATURE OF EMPLOYEE

The term "dues or service charges", as used herein, will include only that regular payment required equally of all members, which has been certified in writing to the Company by a duly authorized official of Local 647, as the amount designated as membership dues or service charge pursuant to the Constitution of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America.

Excluded specifically from any authorization of deduction are fines, penalties, assessments, or similar types of payments.

The parties agree that check-off forms authorized under prior Agreements will be honored by the Company and that the certification by the Local of the dues to be deducted under such check-off authorization constitutes an absolute defense to the Company of any claim by the employees or the Local that such dues have been illegally assessed or levied.

\* \* \*

(EXPLANATORY NOTE: Notices of revocation of authorization to deduct dues or service charge (dues check-off or service charge authorization) shall be sent by registered or certified mail, to the Manager - Evendale Payroll, Building 800, General Electric Company, Cincinnati, Ohio 45215, and to Local No. 647, 10020 Reading Road, Cincinnati, Ohio 45241, at any time between July 1 and July 10, both dates inclusive).

\* \* \*

### 3. Contributions to UAW VCAP Fund

#### (A) Employee Authorization

The Company agrees to deduct from the pay of each employee voluntary contributions to UAW VCAP Fund, provided that each such employee executes or has executed an "Authorization for Assignment and Check-Off of Contributions to UAW VCAP Fund" form and provided further that such authorization has not been revoked.

Deductions shall be made only in accordance with the provisions of and in the amounts designated in said form, together with the provisions of this Section of the Agreement.

A properly executed copy of "Authorization for Assignment and Check-Off of Contributions to UAW VCAP Fund" form for each employee for whom voluntary contributions to UAW VCAP Fund are to be deducted hereunder, shall be delivered to the Company before any such deductions are made. All deductions shall be made pursuant to such properly executed forms for so long as they remain in effect. Such deductions shall be made from the employee's regular pay each pay cycle that the authorization remains in effect.

(B) Termination of Company Obligations

The Company's obligation to make such deductions shall terminate automatically upon the termination of the employee who signs the authorization, upon written request, or upon his/her transfer to a job or location not covered by this Agreement

(C) Remittance to the Union

The Company agrees to remit said deductions monthly to the Union as follows:

1. The total amount of UAW VCAP Fund contributions deducted.
2. The names, social security **identifier** and amounts from whose wages such deductions have been made.
3. The Company shall, at the same time remit to the Union its check for the amount shown under item (1) above, care of the International Union, United Automobile, Aerospace & Agricultural Implement Workers of America.

(D) Subject to applicable law, individual authorizations executed after the effective date of this Agreement shall be signed cards in the form agreed to by the Company and the Union.

### **ARTICLE III RESPONSIBILITY OF THE PARTIES**

The parties recognize that, under this Agreement, each of them has responsibilities for the welfare and security of the employees:

- A. The Company recognizes that it is the responsibility of the Union to represent the employees effectively and fairly;
- B. Subject only to any limitations stated in this Agreement, or in any other agreement between the Company and the Union, the Union recognizes that the Company retains the exclusive right to manage its business, including (but not limited to) the right to determine the methods and means by which its operations are to be carried on, to direct the work force, and to conduct its operations in a safe and effective manner.

This Article does not modify or limit the rights of the parties, or of the employees, under any other provisions of this Agreement or under any other agreement between the Company and the Union, nor will it operate to deprive employees of any wage or other benefits to which they have been or will become entitled by virtue of an existing or future agreement between the Company and the Union.

### **ARTICLE IV WORKING CONDITIONS**

The Company will continue to provide systematic safety inspections, safety devices, dispensary and first-aid facilities to minimize accidents and health hazards within the Shop.



A Safety Committee shall be maintained to facilitate the promotion of safe working practices and the determination and elimination of unsafe working conditions within the plant.

The Safety Committee shall meet as often as deemed necessary, but not less than once per month, for the purpose of discussing safety matters. Inspection tours will be made by Safety Committee teams of not less than two committee members, one of whom shall be a management member, as frequently as necessary to cover the production and maintenance operations once each calendar quarter. The full Safety Committee may, if necessary, conduct such an inspection. Immediately following each inspection a written report shall be prepared, including recommendations as appropriate, with a copy to each Safety Committee member and a copy each to the Safety Director and to the Bargaining Committee. Section Managers shall also be notified of any part of the report and recommendations applicable to their operation. Any difference within the Safety Committee may be referred to the regular grievance procedure.

In emergency situations involving alleged working conditions that could jeopardize the employee(s) health and safety, and where discussion between the Supervisor, the Steward and the Committeeperson has not resolved the situation, a Safety Committee team of not less than two Committee members, one of whom shall be a management member, shall, without delay, make an on-site inspection. A complete written report together with appropriate recommendations for corrective action, if needed, shall be given to the Company's Safety Director and to the Union.

Whenever an OSHA inspection shall occur in a work area that includes employees represented by the Union, the Safety Committeeperson or a representative designated by the Union, who accompanies the OSHA Inspector as the employees' representative will be paid for the time lost from work during such inspections.

Time spent by hourly employees in Safety Committee activities shall be considered as time worked and shall be paid by the Company in accordance

with the terms of Article VI up to a maximum of 20 hours per such employee per week.

## **ARTICLE V DISCRIMINATION AND COERCION**

1. There shall be no discrimination by Supervisors, Managers or other agents of the Company against any employee because of the employee's membership in the Union or because the employee is acting as a representative of the Union.
2. The Union agrees that neither its officers nor its members, nor persons employed directly or indirectly by the Union, will intimidate or coerce employees; nor will it solicit members on Company time.
3.
  - A. Neither the Company nor the Union shall discriminate in the application of the provisions of this Agreement against any employee because of race, color, sex, religion, marital status, age, national origin, or ancestry.
  - B. Neither the Company nor the Union shall discriminate in the application of the provisions of this Agreement against any employee because of physical or mental disability or because he/she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee is qualified.

## **ARTICLE VI HOURS OF WORK AND OVERTIME**

1.
  - A. **Work Week**

The normal work week shall be five days, eight hours per day, Monday through Friday inclusive, except for special schedules to

permit continuous operations. Under certain conditions schedules other than the above may be necessary.

**B. Work Day**

An employee's work day shall be the twenty-four hour period beginning with the starting time of his/her regularly scheduled shift. His/her Saturday, Sunday or holiday shall similarly be the twenty-four hour period beginning at the starting time of his/her regularly scheduled shift, except that whenever an employee is scheduled to start work on Monday at a newly assigned starting time which is earlier than the starting time of his/her regularly scheduled shift during the preceding work week, the day (the employee's Sunday) immediately preceding such Monday shall end provided the employee has had a twenty-four hour period of rest prior to the newly assigned starting time.

2. An employee will be paid at the rate of one and one-half times his/her straight time pay for hours worked:
  - A. In excess of eight hours per day;
  - B. On his/her Saturday;
  - C. In excess of forty hours per week.
  
3. An employee will be paid at the rate of two times his/her straight time pay for hours worked:
  - A. On his/her Sunday;
  - B. In excess of twelve hours in his/her work day, provided that an employee who has worked in excess of twelve hours in any single work day, and who shall be required to continue to work beyond

that work day, shall continue to be paid at the double time rate for hours worked until he/she shall have been relieved from work;

- C. Outside his/her regular scheduled shift on a calendar Sunday.
4. An employee who worked on his/her paid holidays listed in Article VII will be paid:
- A. Eight hours holiday pay at his/her straight time rate;
  - B. An additional one and one-half times his/her straight time pay for hours worked on his/her regularly scheduled shift;
  - C. Two and one-half times his/her straight time pay for hours worked outside his/her regularly scheduled shift on his/her holiday or the calendar holiday.
5. An employee who is transferred from his/her regular established shift to another and who is thereafter returned to his/her original shift during the same week, or during the immediately succeeding week, shall be paid at the rate of time and one-half for the first eight hours worked following the first such transfer, except where either or both such transfers (i) results from the failure of another employee or employees to report for work; or (ii) is made in connection with a lack-of-work situation; or (iii) is made at the employee's request; (iv) is made in connection with an established program of shift rotation; (v) results from an emergency breakdown of equipment or machinery.

6. **Continuous Operations**

Special schedules of hours and overtime will apply (1) on jobs which require continuous operations and on jobs requiring continuous manufacturing processes such as those which, for reasons of protection of equipment and material, must be run on a 24 hour day and week by week basis, or (2) on process oriented jobs which cannot readily be operated on

a noncontinuous basis. Existing jobs or processes described in (2), but not currently on continuous operation as of July 15, 1985, may be designated as continuous operations by negotiation and agreement between management and the union. In the case of jobs described in (2), where new operations or processes are developed or established after July 15, 1985, the union will be given thirty calendar days notice prior to the designation of such jobs as continuous operations.

**A. Workday-Workweek**

When any employee on continuous operations has a scheduled workweek of 5 days at work and 2 days off, his/her first scheduled day off shall be considered as the 6th day of his/her work week, and his/her second scheduled day off, whether or not successive, as the 7th day of his/her work week. When such working schedule contains a regularly recurring workweek of 6 days at work and one day off, such scheduled day off shall be considered as the 7th day of his/her work week and the day immediately preceding as the 6th day of his/her work week.

**B. Overtime**

The Company will pay for overtime as follows:

- (1) At the rate of time and one-half for hours worked either:
  - (a) In excess of 8 hours in any single workday; or
  - (b) In excess of 40 hours in any given workweek; or
  - (c) In excess of 8 hours in any continuous 24 hours beginning at the starting time of the employee's shift; or
  - (d) On Saturdays or Sundays, if either day is not his/her 7th day of his/her workweek; or

- (e) On employee's 7th day of his/her workweek if such day is neither Saturday, Sunday or a paid holiday; or
  - (f) On Saturdays and Sundays (as a minimum if employee is on a special schedule other than outlined in (6)(A) above).
- (2) At the rate of double time for hours worked either:
- (a) On the employee's 7th day of his/her workweek, if such day is Saturday or Sunday;
  - (b) In excess of 12 hours in his/her workday, provided that an employee who shall have worked in excess of 12 hours in any single day, and who shall be required to continue at work beyond that day, shall continue to be paid at the double time rate for hours worked until he/she shall have been relieved from work.
- (3) An employee who works on his/her paid holidays listed in Article VII will be paid:
- (a) Eight hours holiday pay at his/her straight time rate;
  - (b) One and one-half times his/her straight time rate for hours worked on his/her regularly scheduled shift;
  - (c) Two and one-half times his/her straight time rate for hours worked outside his/her regularly scheduled shift.

## **7. Early Reporting**

- A. Day shift employees who at any time are told to report after midnight and who continue working into their regular work shift will

be paid at the rate of double time for all hours worked up to the regularly assigned starting time of their work shift.

- B. Employees on the second and third shifts who at any time are told to report prior to, and who continue working into their regular work shift, will be paid time and one-half for hours worked up to the regularly assigned starting time of their work shift.

## 8. **Call-In Time**

- A. Day shift employees who at any time are told to report back for emergency work to be performed after they have completed their regular work shift, and who do not continue working into their regular work shift, will be paid at their applicable overtime rate but not less than time and one-half for hours worked prior to midnight, and double time for hours worked between midnight and the starting time of the day shift. Such employees shall, for any such period of work receive not less than the equivalent of four hours pay at their straight time rate. This does not apply to employees who continue to work into the next shift following their normal quitting time.
- B. Employees other than those covered by the preceding paragraph who are told at any time to report back for emergency work to be performed after the end of their regular work shift, and who do not continue working into their regular work shift, will be paid pursuant to the applicable provisions of this Article, but not less than the equivalent of four hours pay at their straight time rate. This does not apply to employees who continue to work into the next shift following their normal quitting time.
- C. Any employees who are told to report for emergency work on a day when they are not scheduled to work shall be paid at the applicable rate, but shall receive not less than the equivalent of four hours pay at their regular straight time rate.

## 9. **Report-In Time**

Employees who report for work in accordance with their regular schedules, and without previous notice thereof, neither their regularly assigned nor any reasonably comparable work is available will receive not less than four hours pay at the rate applicable had they worked, but this provision shall not be applicable when such unavailability of work is beyond the control of the Company.

## 10. **Dispensary Time**

A. Employees will be paid at their applicable rate for time spent in attending the Company dispensary for examination or treatment of any injury or industrial illness arising out of and in the course of their employment, whenever such time would otherwise have been spent by the injured or ill employees on the work assigned to them. If employees are sent home or to a physician or hospital as a result of such an injury or industrial illness, they will be paid up to the end of their scheduled shift including overtime for which they were previously scheduled on the day such injury or industrial illness occurred.

B. Employees injured as listed in (A) above who are actively at work subsequent to the day of the injury and who are directed by the Medical Department to attend a medical facility (clinic, hospital or doctor) will be paid up to the end of their scheduled shift including overtime for which they were previously scheduled that day.

Note: The Subsequent day may or may not be the chronological day following the injury.

C. Employees actively at work who are directed to attend the Company dispensary outside of their scheduled hours of work will be paid at the applicable rate for such attendance.



## 11. **Division of Overtime**

The Company agrees that overtime shall be divided as equally as practicable among qualified employees in each group who perform similar work. It is expressly understood that employees will perform reasonable overtime assignments when requested, except where cases of personal emergency exist.

## 12. **Third Shift**

Whenever the Company schedules a third shift, it shall be scheduled as a seven hour shift with one-half hour lunch period. Employees assigned to such shifts shall be paid the equivalent of eight hours pay for working six and one-half hours. Continuous hours worked by such employees in excess of six and one-half hours shall be paid for at the rate of time and one-half of the applicable day work rate. For shifts worked on Saturdays, Sundays and holidays no premium will be paid for hours not worked.

## 13. **Charging of Overtime**

- A. Employees will be scheduled or asked to work according to the appropriate overtime list with the employee having the lowest number of hours normally being asked first.
- B. There will be one overtime list for each shift which will provide for the separate recording of all time and one-half hours and double time hours.
  - 1. **If the continuous number of overtime hours to be asked overlaps both the time and one-half and double time lists the employees will be offered and scheduled by low hours from the overtime list where the majority of the hours are to be worked.**

**Example: If 1<sup>st</sup> shift is being asked for early call-in on Saturday (double time hours) and their regular shift for Saturday (time and one-half hours) they would be offered the entire overtime hours off the time and one-half list. The hours charged would be as paid.**

- C. Overtime will be charged and posted on a daily basis and will be added to the appropriate column on the overtime list immediately and the new total will be used in scheduling subsequent overtime requirements.
- D. Overtime for Saturday and Sunday will normally be scheduled no later than Thursday.
- E. Employees will be charged for all overtime hours asked except as provided below:
  - 1. Employees will not be charged for refusing to work a Saturday or Sunday immediately preceding or following a continuous week (Monday through Friday) or more of absence due to a combination of holidays and/or vacation days.
  - 2. An employee will not be charged for refusing to work a paid holiday.
  - 3. Employees will not be charged for refusing to work overtime if they are unable to work the overtime due to military encampment or other reservist duty. Employees must verify these absences in writing to their Supervisor and steward.
  - 4. Employees will not be charged for refusing to work overtime due to death in the family as defined in Article XXIV - General Provisions, Section 8.

5. Employees will not be charged for refusing to work overtime due to Jury Duty or their appearance in court pursuant to proper subpoena as defined and applied in Article XXIV, Section 2.
  6. Employees will not be charged for refusing to work overtime due to jury selection interviews provided the official notice is presented to the Supervisor and steward.
- F. Current employees actively at work (on the clock) within an overtime list will be offered the opportunity to fulfill the overtime requirements before going outside the overtime list or calling absent (but not removed from the active payroll) employees.
  - G. Employees who are absent due to one or more weeks of vacation or a combination of vacation and holiday(s) will be called and offered weekend overtime at the end of such vacation period provided available employees at work have been offered and a need still exists. Such employees must be called and offered the overtime before borrowing from another shift or area.
  - H. When management finds it necessary to call employees at home for overtime, management will make sure that the Area Steward or, in the absence of the Area Steward, that another union represented employee is present during the one attempt to reach the employee(s).
  - I. When making calls, if management does not reach the employee either because the employee does not have a phone, no one answers the phone, the employee isn't at home or they reach an answering machine, the employee will be considered as refusing the overtime, however, they will not be charged.
  - J. Employees not wanting to be called at home for overtime may effect such an arrangement by notifying their Supervisor in writing with a

copy to their Steward that they do not want to be called (1) at all (no calls period) or (2) no calls for Monday thru Friday (which includes holidays) or (3) no calls for Saturday and Sunday (the weekend cannot be split). No further breakdowns are permitted. Changes or cancellation can again be made in accord with the above categories by written notice to the Supervisor, with copies to the Steward.

Employees not wanting to be called and who notify their Supervisor and Steward of their desire not to be called will be considered as refusing the overtime and charged accordingly when their name comes up and they are not called per their request.

K. When an employee clocks in for work after being absent for part of the regularly scheduled shift on an overtime asking day, he/she must make his/her presence known to the Supervisor. If overtime scheduling has been completed, the employee will then be offered any overtime he/she would have been offered in line with his/her charged hours and, if accepted, the high hours employee that had previously accepted may be canceled.

L. For the sole purpose of charging overtime:

If an employee is offered hold-over overtime and refuses and is then subsequently offered early call-in within the same 24 hour work day and accepts, the employee will only be charged for the hours accepted to work.

If an employee is offered hold-over overtime and refuses and is then subsequently offered early call-in within the same 24 hour work day and refuses the overtime, the employee will only be charged for the hold-over opportunity refused.

M. An employee who has been charged for overtime will have that charge removed if that overtime is subsequently canceled. In the

event of a partial cancellation, charges will be removed back to the last acceptance not canceled.

- N. An overtime list on a standard form will be maintained and posted for each overtime group and will provide for the accumulation of all overtime hours charged on the basis of paid hours. The list will also contain the number of hours refused and not charged for information purposes.
- O. Employees who are upgraded or downgraded or transferred to another classification, or area or shift, shall be charged with the same number of hours as the employee on payroll with the greatest number of overtime hours in their classification on the new overtime list at the time they physically report to the new area.
- P. Employees who are transferred from one shift to another for less than two weeks, shall be charged with the same number of overtime hours as the employee with the most overtime hours on the new shift in their classification. When they return to their original shift they shall be charged with the same number of overtime hours as they held when they were transferred plus all charged overtime hours during their assignment.
- Q. Employees removed from Payroll because of illness, injury, or an approved leave of absence will, when they return, assume the same number of hours as the employee on payroll having the least number of overtime hours in the overtime area. If such employees have more overtime hours than the employee having the least number of overtime hours, there will be no adjustment of such hours.
- R. On the first Monday following the first **full** weekend of the new calendar year (**1/9/12, 1/7/13, 1/6/14 and 1/5/15**) all accumulated hours will be removed at the start of the shift and all employees will be assigned zero hours. The next overtime worked will be

scheduled then by seniority with the most senior being asked first, etc.

14. **Change in Schedule**

The Company will give the Union as much notice as possible of any proposed changes in the working schedule, but not less than one week, and will discuss proposed changes with the Union. Any grievance resulting from the establishment of the new schedule will be handled through the regular grievance procedure.

15. **Reporting Late**

An employee reporting late (tardy) will not be permitted to work beyond the end of his/her regularly scheduled shift unless an overtime requirement exists and he/she would properly be scheduled to work.

16. **Combining / Splitting of Overtime Groups**

A. When the Company determines it necessary to combine overtime groups it shall give the Union fifteen (15) calendar days notice in writing. Upon receipt of the written notice, the appropriate committeeperson(s) shall within three (3) calendar days sit down with the appropriate Human Resource Representative to discuss the situation.

If, as a result of the combination, two or more overtime lists are to be combined where common classifications exist, **the employees by shift and classification will be placed on the new overtime list by seniority and** the overtime hours will be zeroed out at the time of such combination.

B. When the Company determines it necessary to separate a recognized overtime group into two or more overtime groups it shall give the appropriate Committeeperson(s) fifteen (15) calendar days

notice in writing. Upon receipt of the written notice, the appropriate Committeeperson(s) shall within three (3) calendar days sit down with the appropriate Human Resource Representative(s) to discuss the situation.

**If the resulting separation only affect one shift and two or more overtime lists are to be created for that same shift within the same unit, employees on that shift will be asked in order of seniority (by Classification) which list they prefer to be placed. Employees will then be placed in order of seniority, by classification, on the new lists with zero hours.**

**If the resulting separation affects more than one shift but the same number of shifts will be worked on the new overtime lists within the same unit or newly formed unit then employees by shift and classification will be asked by seniority within their shift which overtime list they prefer to be placed. Employees will then be placed in order of seniority, by classification on the new lists with zero hours.**

**If the resulting separation is for the purpose of establishing a new unit where the number of shifts to be worked is less than or more than that currently in effect then employees will be asked in order of seniority within the classifications affected across the shift(s) which overtime list and shift they prefer to work. Lacking the number of volunteers by seniority to staff the new units overtime list(s) the junior employees within the classifications needed will be required to move to the new list(s).**

- C. Situations which arise that are not covered by the above will be discussed at third step in order to determine the appropriate process to be followed.**

## 17. Overtime Recording

The supervisor must post daily all overtime using the standard form for recording all overtime opportunity, both charged and not charged as either time and one half or double time. This is calculated and posted as payable hours.

TIME AND ONE-HALF LIST – Post hours payable at the time and one-half rate.

DOUBLE-TIME LIST - Post hours payable at the double time rate; hours paid at the double time and one-half rate, applicable to time outside the normal shift on a holiday, and Sputnik (premium only) applicable to the employee's normal shift or the 8 hours for the complete 1<sup>st</sup> and 2<sup>nd</sup> shifts and 6.5 hours for 3<sup>rd</sup> shift.

“Sputnik” (ART.VI 3b) is a term used to describe those conditions where the Company is obligated to pay an employee at the double time rate for working his/her regular shift. Sputnik pay is required whenever employees have:

- a) Worked in excess of 12 hours in their work day, PLUS
- b) Continued to work into their normal shift the next successive work day.

(The work day is the 24 hour period beginning with the start of their shift)

## 18. Overtime Scheduling

- A. Early call-in (Monday thru Friday, except holiday)



Employees who are absent but not removed from the payroll will only be offered early call-in after all employees who are working have been offered the overtime and additional employees are still needed. If such overtime becomes available after the end of the shift then all employees on the overtime list must be called to meet the needs established. In either case, overtime hours will be charged.

B. Weekend scheduling

If possible, schedule Saturday and/or Sunday overtime needs before scheduling Thursday shift extensions or Friday overtime needs.

Add offered weekend hours to the overtime sheet totals before scheduling Thursday shift extensions or Friday overtime.

If the need for additional employees for Saturday or Sunday develops on Friday, then such additional employees will be scheduled starting with the low person not asked on Thursday and continuing down the list. This includes employees at work on Friday who were absent on Thursday and not previously asked to work, but does not include those employees asked on Thursday who refused and were charged. Employees absent from work on Friday will be offered such overtime in line with their standing on the overtime list provided they were not asked on Thursday.

NOTE: Regarding employees absent on Friday, the Company agreed, in this case only, that a steward will be present when the one attempt is made to call the employee at home.

If the initial need for employees for Saturday and/or Sunday does not develop until Friday (during the employees regular work

schedule) and the area has already scheduled a shift hold-over extension, the hold-over shift extension will be cancelled and the employees asked for Saturday and/or Sunday and then asked for the Friday hold-over shift extension.

C. Scheduling week ending overtime when Thursday is a Holiday

When a holiday falls on Thursday, the scheduling day is moved to the last scheduled work day prior to the holiday and the weekend overtime is asked first and charged and then Thursday and/or Friday is asked in normal order.

D. Employees scheduled on vacation or employees on vacation

Schedule overtime as usual for the weekend prior to the beginning of one week or more of vacation or a combination of vacation and holiday(s).

Note: Employees who refuse such overtime are not charged.

Employees who are absent due to one or more weeks of vacation or a combination of vacation and holiday(s) will be called and offered weekend overtime at the end of such vacation period provided available employees at work have been offered and a need still exists. Such employees must be called and offered the overtime before borrowing from another shift or area.

Note: Employees who refuse such overtime are not charged.

19. Grievance settlements

Overtime payments resulting from grievance settlements for prior years will not be placed on the overtime list. Overtime payments resulting from

grievance settlements for the current year will be charged on the overtime list when the Union receives the payletter copy.

20. Old overtime records are to be retained by the supervisor for three (3) years.

## **ARTICLE VII HOLIDAYS**

Within the term of this Agreement in each calendar year the Company will pay an employee for twelve holidays not worked if they occur during the employee's regular workweek and if the employee meets the requirements listed below. The holidays will be as follows:

New Year's Day		<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>
Martin Luther King's Birthday		<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>
Good Friday		<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>
Memorial Day*		<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>
Independence Day	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	
Labor Day	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	
Election Day (November)	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	
Veterans Day	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	
Thanksgiving Day	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	
Day after Thanksgiving	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	
Christmas Eve	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	
Christmas Day	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	

\*The Memorial Day holiday will be observed as established by the Federal Government.

1. Such employee has at least thirty days credited service prior to any holiday listed above.

2. The employee must have worked the last scheduled work day prior to and the next scheduled work day after such holiday. If either of such scheduled work days falls on a Saturday or a Sunday, such day need not be worked to qualify. Nevertheless, each of the closest scheduled work days (other than Saturday or Sunday) on both sides of the holiday must be worked for the employee to qualify. (For example, if a listed holiday falls on a Friday, and the employee is scheduled to work on the preceding Thursday and the following Saturday and Monday, the employee must work the preceding Thursday and following Monday to qualify for the holiday pay).

An employee who is absent from work on either the last scheduled workday prior to double consecutive holidays (when such double consecutive holidays have been arranged under the provision of this Article) or his/her next scheduled workday after such double consecutive holidays (in such case, the employee will be entitled to holiday pay only for the first of such double consecutive holidays if he/she works the last scheduled workday prior to that holiday, but not the next scheduled workday after the second holiday; and he/she will be entitled to holiday pay only for the second of such double consecutive holidays if he/she fails to work the last scheduled workday prior to the first of such double consecutive holidays but works the next scheduled workday after the second of such double consecutive holidays).

However, an employee who has been continuously absent from work for not more than two weeks prior to the week in which the holiday occurs or who has worked for the Company at any time during the week in which the holiday occurs, and whose absence on the last scheduled workday before or the next scheduled workday after the holiday or both such days, was due to Union activity, verified personal illness or emergency illness at home, death in his/her family, jury duty, military encampment, layoff or temporary lack of work, will be paid.

On payment of holidays, it is intended that the employees who do not work the holiday shall receive pay for the normal work schedule of eight

hours. Such payment will be at the average straight time rate earned during the week in which the holiday occurs. Employees receiving the night shift bonus will receive the bonus on the holiday pay.

If any of these holidays fall on Sunday, except Christmas Eve, they will be observed on the following Monday and on Monday only, for all purposes under this Agreement. If any of these holidays fall on Saturday, they will be observed on the preceding Friday and on Friday only, for all purposes under this Agreement. However, the Company and the Union may by agreement in writing substitute a day other than the preceding Friday for any such holiday which falls on Saturday.

The Christmas Eve holiday will be observed on the last scheduled workday, of the normal workweek, prior to the day on which the Christmas Day holiday is observed, for all purposes under this Agreement.

3. The Company and the Union may by agreement in writing substitute a different holiday in place of any of the above listed holidays for all purposes under this Agreement, provided that such agreement is made prior to December 1 of the year immediately preceding the year in which a holiday substitution is to be made for a holiday occurring prior to July 1 of that year, and prior to June 1 of the year in which a holiday substitution is to be made for a holiday occurring after July 1 of that year.
4. Employees on continuous operations will be paid for the holidays listed above if the holidays fall within their scheduled workweek and they are not scheduled to work on the holidays.

If such employee fails to work as scheduled, he/she will not be paid for the holiday. If, however, such failure to work on the holiday is due to Union activity, verified personal illness or emergency illness at home, death in the family, jury duty or military encampment, the employee will be paid for the holiday if he/she is otherwise eligible in accordance with all of the above provisions.

For an employee on continuous operations, when a holiday falls on his/her scheduled day off, his/her next non-premium scheduled workday shall be deemed to be his/her holiday. In no event will an employee receive the holiday pay or premium more than once for a holiday.

5. The Union will make no claim for holiday pay for a holiday which occurs during an authorized strike.

## **ARTICLE VIII RATES OF PAY**

1. Any question concerning rates of pay shall be the subject of negotiations between the Union and the Company at any time.
2. The Company shall furnish the Union with information on and changes of:
  - A. All classifications and job descriptions of jobs within the Bargaining Unit.
  - B. Job rates and progression schedules for jobs as covered in (A) above.
3.
  - A. When an employee is hired, he/she will be given a document showing his/her starting rate, job classification, and progression schedule, if any, applying to the job for which he/she is hired.
  - B. When an employee's occupation is changed, similar information will be given him/her.
  - C. A group leader shall be paid two steps above job rate of the job he/she is leading.

#### D. Starting Rates

Applicants hired, or employees upgraded, will be started at three steps below job rate, or, in the case of employees upgraded, at their current rate if higher, except that applicants or employees, with experience sufficient to enable them to perform the major functions of the classification after a normal break-in period will be started at two steps below job rate. Applicants or employees who are fully experienced on jobs of the kind for which hired or upgraded will be started at job rate or not more than two steps below job rate. Applicants hired for classifications in the R-12 or lower rate levels will start no more than two steps below job rate.

- (1) Employees or applicants who have been laid off due to a lack of work and who are subsequently recalled or rehired within five years of the date of layoff, will be started at their rate of record on the classification to which they are being returned.
- (2) Employees who are upgraded to a classification within five years after having lost recall rights to all shifts, will be started at their current rate or their rate of record on the classification to which they are being returned, whichever is higher.

4. An employee will progress from his/her starting rate to his/her job rate if his/her job rate is R-19 or below, according to the following progression schedule:

R-15 and below:	1 Month to next higher rate
R-15 to R-16:	2 Months
R-16 to R-17:	2 Months
R-17 to R-18:	2 Months
R-18 to R-19:	2 Months

Any further advancement to job rate beyond the above progression will be based on performance, and the job rate will be paid for normal

performance. It is understood that any employee or applicant who is started at no more than two steps below job rate will be increased to job rate within six months if qualified.

5. Starting Rates and Progression Rates and Schedules for Employees hired after August 5, 1991.

A. This Section will apply to hourly employees hired for jobs with a job rate within the one month progression schedule who have no record of prior GE service. Employees hired after August 5, 1991, who have no record of prior GE service, may be hired at a minimum of 70% of job rate. Employees will progress in six (6) month steps to job rate in accordance with the following table until January 1, 2008, at which time the progression will convert to four (4) month steps (any employee at four (4) months or higher within a step on that date shall be moved to the next step and start at zero in that step regardless of the amount of time over four months in prior step):

Hiring Rate as a Percent of Job Rate	Number of Progression Steps
95	1
90	2
85	3
80	4
75	5
70	6

For the purpose of this Section 5 only, time spent away from the job within the one month progression schedule, up to a maximum of twelve months for any single absence, shall be included in the time required to progress to job rate. The preceding sentence shall apply to absences which begin on or after July 14, 1997.



- B. Employees on the above progression schedule who are transferred to higher rated jobs within the one month progression schedule will have their paid rates adjusted to the same percentage of the new job rate. Time accumulated toward the next progression step will be carried forward and progression timing to the new step will not be affected by such transfer. Employees on the above progression schedule who are transferred to higher rated jobs outside the one month progression schedule will have their paid rates adjusted according to the other provisions of this Article and Article XII.
- C. Employees on the above progression schedule who are transferred to a lower rated job will have their progression rates adjusted to the same percentage of the new job rate. They will progress to the next higher percentage progression step based on the time accumulated since their last step.
- D. Employees hired under the provision of this paragraph will progress to the job rate of their assigned job in accordance with the schedules contained herein; the other provisions of this Article and Article XII Transfers, notwithstanding. After completing the initial progression schedule and reaching job rate of the assigned job the other provisions of this Article and Article XII will be applicable to subsequent transfers.

**ARTICLE IX  
DIFFERENTIAL FOR  
SECOND AND THIRD SHIFT EMPLOYEES**

Employees hired on or before August 1, 1994, assigned to recognized second and third shift operations shall have ten percent added to their regularly determined earnings for all work performed on such shifts. Employees hired after August 1, 1994, who have no record of prior GE service, shall have one dollar (\$1.00) added to their regular hourly rate for all work performed on such

shifts until they have accumulated five (5) years of continuous service after which they will receive the 10% night shift differential.

## **ARTICLE X REPRESENTATION**

The Company agrees that it will recognize the Shop Steward System as the preliminary agency for negotiating the settlement of any grievance in regard to wages, hours or working conditions.

Generally, there shall be one Steward for each Supervisor, and his/her activities will be limited to the Supervisor's area he/she represents. In any case where the regular Shop Steward is not working, the Supervisor will recognize a Steward from an adjoining area for the discussion and processing of any grievance which may arise. For the purpose of this Article the Supervisor is defined as the area's First Line Management Representative who is administratively responsible for the hourly employee and/or who normally assigns work direction.

The Company agrees to recognize the Bargaining Committee, which shall consist of not more than nine members, as the agent or representatives for negotiating with Company management. The Union may designate the President as Chairman of the Bargaining Committee. In the absence of the President, the Union may designate the Vice-President, Recording Secretary or one member of the Bargaining Committee as Chairman who will be free to contact any representative of the Union concerning grievances. The Union will not designate Committeepersons or Bargaining Committeepersons in excess of a total of nine within the term of this Agreement, except by mutual agreement.

Committeepersons shall be permitted to contact Stewards in their designated areas concerning grievances.

Stewards, Committeepersons, Bargaining Committee members and the Chairman of the Bargaining Committee shall be bona fide employees of the Company.

The Union agrees to furnish the Company a written list of the names of all Stewards, Committeepersons, Bargaining Committee members and officers of the Union; and the Union agrees to promptly advise the Company in writing of any change in such office or position.

The Company will keep Committeepersons advised in writing of all temporary and permanent changes in management personnel with whom he/she meets. The Surplus Group Manager or his/her designate will keep the Steward advised in writing of all temporary and permanent changes in the Supervisors of Bargaining Unit employees in his/her area. However, under emergency situations (i.e., a Supervisor fails to report for scheduled overtime or a truly emergency situation where the scheduled Supervisor is not on the premises) another salaried person may designate himself/herself to act for the Supervisor until such time the scheduled Supervisor reports to work.

The Surplus Group Manager will designate an Area Representative, for such matters as an employee's need to leave the area, a Steward reporting off on Union time and other matters which may require immediate action.

#### Payment for Time Spent on Union Activities:

- A. For time spent by Shop Stewards whose names are furnished as provided above in this Article, during their regular working schedule in processing grievances within the Grievance Procedure, the Company will pay up to three hours per week during each General Electric fiscal week.
- B. For time spent by Committeepersons, whose names are furnished as provided above in this Article, within their regular working schedule in processing grievances within the Grievance Procedure, the Company will pay during each General Electric fiscal month, up

to an amount equal to the number of weeks in such fiscal month multiplied by twenty-four hours per week.

- C. Irrespective of the number of changes in Bargaining Committeepersons, the Company shall not under any circumstances be obligated to pay in any General Electric fiscal month more than an amount equal to the number of weeks in such fiscal month multiplied by twenty four hours per week multiplied by nine, the maximum size of the Bargaining Committee.
- D. For time spent by the Chairman and the Recording Secretary of the Union who are bona fide employees of the Company and whose names are furnished as provided above in this Article, within their regular working schedule are engaged in activities on Company property undertaken for the benefit of the Company, the Company will pay during each General Electric fiscal month, up to an amount equal to the number of weeks in such fiscal month multiplied by eight hours per week.
- E. Payment for time spent on grievances under the above (A), (B), (C) and (D) will be allowed on a weekly basis using the General Electric fiscal calendar. Time not used by Shop Stewards in (A) above, during any fiscal week may not be accrued for any future time. Time not used by Committeepersons, the Chairman or the Recording Secretary of the Union may be accrued during and until the end of each fiscal month.
- F. The payment for time spent processing and negotiating grievances as provided above is to compensate representatives receiving such payments for time lost from their regularly scheduled work shift and will be paid at the current straight time rate of record. Such time as paid above will be considered as time worked for the purpose of qualifying a Union representative for overtime premium pay in accordance with Article VI.

- G. A member of the Bargaining Committee; Recording Secretary; the President, when acting as Chairman; or Vice President, when acting as Chairman; who are assigned to a second or third shift who attend a Step Three meeting with the Company, or other Company initiated meeting which causes them to come in at least four hours early, and who are scheduled for overtime work as an extension of their regularly scheduled shift on that same day may, with the approval of their Supervisor, work such overtime hours during their regularly scheduled shift on that same day. In the payment of such hours worked, the actual time spent on that calendar day in a Step Three meeting or other Company initiated meeting will be counted as hours worked for the sole purpose of determining premium pay, if any, applicable for hours worked that calendar day or, in the case of a third shift employee, the next calendar day during his/her regularly scheduled shift. In all other instances Company paid Union time as defined in Article X will be applied to make up hours lost from the employee's regular work shift while on Union business.

## **ARTICLE XI SENIORITY**

- 1. The seniority of each employee is his/her relative position with respect to other employees in the Bargaining Unit and shall begin with the date of employment in the Bargaining Unit.

Seniority for all employees shall be computed on the same basis as continuity of service except that for purposes of this article and not continuity of service:

- A. Effective for employees placed on personal illness or injury on or after August 8, 1976, seniority for employees out for illness or injury shall accumulate as follows:

- (1) For employees other than probationary, but with less than one year of seniority, seniority shall accumulate for twelve months.
- (2) For employees with one or more years of seniority, but less than three years seniority, seniority shall accumulate for a period equal to their total absence, but not to exceed thirty months.
- (3) For employees with three or more years of seniority, but less than four years seniority, seniority shall accumulate for a period equal to their total absence, but not to exceed thirty-six months.
- (4) For employees with four or more years of seniority, but less than five years seniority, seniority shall accumulate for a period equal to their total absence, but not to exceed forty-eight months.
- (5) For employees with five or more years seniority, seniority shall accumulate for a period equal to their total absence, but not to exceed sixty months.

B. Effective for employees who are placed on layoff on and after **June 20, 2011**, seniority for employees on layoff shall accumulate as follows:

- (1) Employees who at time of layoff have less than **six (6) months** of seniority, shall be eligible for recall for a period of twelve months following layoff and if recalled within such period, will be allowed accumulated seniority for such period of layoff and will retain their seniority accumulated prior to such layoff. After twelve months of continuous layoff, they will lose their seniority rights in the Bargaining Unit.

- (2) Employees who at time of layoff had **six (6) months** or more of seniority, shall be eligible for recall for a period of sixty months following layoff and if recalled within such period, will be allowed accumulated seniority for such period of layoff and will retain their seniority accumulated prior to such layoff. After sixty months of continuous layoff or until retirement (whichever occurs first), they will lose their seniority rights in the Bargaining Unit.
- C. Similarly, in the cases of individuals with the required seniority as in (1)(a) above, absent due to personal illness or injury at the time of layoff and who would have otherwise been laid-off, the same extended recall arrangements will be made if:
- (1) The individual reports promptly to the Hourly Placement Office for employment upon recovery;
  - (2) The individual's total period of absence due to personal illness or injury has not exceeded their seniority accumulation period as stated in (1)(a), in which case he/she will have his/her name added to the recall list;
  - (3) Length of recall eligibility will be determined by the date the employee would have been laid off and in accordance with Article XI, Section 1 (b).
- D. An employee who is on a leave of absence granted by the Company shall accumulate seniority for the term of such leave.
- E. An employee on layoff shall keep the Hourly Placement Office informed of changes in his/her address by either registered or certified letter or telegram. Notice of recall will be sent by the Hourly Placement Office by registered letter or telegram to his/her listed address. An employee on layoff who fails to respond within twenty-four hours and report for work within fifteen calendar days

following receipt of a recall notice or to give a satisfactory explanation for his/her failure to report, will lose his/her seniority rights in the Bargaining Unit. An employee who has his/her notice of recall returned for non-delivery will be removed from the recall list and will lose his/her seniority rights in the Bargaining Unit.

F. Employees who have lost their seniority rights according to (A), (B), (C) (D) and (E) above, and who are re-employed as new employees, will not have their seniority reinstated, but will be considered as new employees with no seniority, provided, however, that exceptions to this provision may be made by mutual agreement of the parties in the case of an employee whose absence is due to a compensable illness or injury if (1) he/she reports promptly to the Placement Office for employment upon recovery and, (2) he/she meets the Company's health requirements.

G. Employees who are discharged, or resign to avoid discharge, from the Company will lose all seniority. Employees who quit or resign from a job in the UAW Bargaining Unit will lose all seniority. Employees who are laid off from the UAW Bargaining Unit and who are subsequently employed elsewhere in the Company, other than under Preferential Hiring, who quit or resign, will not lose seniority.

Employees who are laid off from the UAW Bargaining Unit, and who are subsequently employed elsewhere in the Company under Preferential Hiring, who quit or resign will lose all seniority rights in the Bargaining Unit.

H. Nothing in the foregoing shall affect or alter the application or interpretation of Article XV, Continuity of Service - Service Credits.

2. A. New employees shall be considered probationary employees until they have been employed ninety days. After service credits of ninety days have been acquired, these employees will have their seniority established as of the date of employment in the Bargaining



Unit. **However, at management's discretion this probationary period may be extended by an additional ninety days, and if so extended these employees will have their seniority established as of the date of employment in the Bargaining Unit at the end of this additional period.**

- B. The Company may discharge or transfer employees at any time during the probationary period. However, any claim of discrimination in connection with the transfer, layoff, or discharge of probationary employees may be taken up as a grievance.
3. The Company will furnish the Union with a list showing the seniority date of each of the employees in the Bargaining Unit every three months.
4. A. Employees who are transferred to jobs outside the bargaining unit may be returned to their former classification in the bargaining unit in accordance with their total length of seniority during the period up to six (6) months following the first such transfer to a job outside the unit, providing employment continues at the Evendale Plant or one of its offsite locations which are considered part of the Evendale Plant.
- B. Employees who were transferred in accordance with (A) above, may be returned to the Bargaining Unit with the seniority they accumulated while in the Bargaining Unit, provided such seniority entitles them to a job in the last classification they held in the Bargaining Unit. In the event the last classification held by such employees is eliminated or not utilized, they will be returned to the next lower classification held which is still being utilized.
- C. If at any time an employee who has been transferred from the Bargaining unit in accordance with the above quits or resigns from the General Electric Company, he/she will thereby lose his/her seniority rights.

5.
  - A. The provisions of this Contract, relative to seniority, do not apply to temporary lack of work situations not to exceed two weeks.
  - B. Employees who temporarily have no work on their regular assignments may be utilized elsewhere if there is work available for them.
  - C. In all temporary lack of work situations not to exceed two weeks, **employees will be canvassed by seniority for lack of work volunteers within a Supervisor's area and shift**, provided the employees retained on this basis are completely familiar with the specific work to be performed during this temporary lack of work period. However, by mutual agreement of the area Committeeperson and local management, the temporary lack of work period may be extended beyond the above mentioned two weeks. This extension should be invoked only when the incident temporary lack of work is of short duration but is expected to exceed two weeks. **Employees will be expected to complete certain operations or specific job assignments which have been initiated prior to being sent home on a temporary lack of work basis. Lacking sufficient volunteers, employees having the least seniority will be removed from the classification within the Supervisor's area and shift provided the employees retained on this basis are completely familiar with the specific work to be performed during this temporary lack of work period.**

(Note 1: By mutual agreement an exception may be made to the above whereby employees having the least seniority may be removed from the affected classification across all shifts within a unit, and the employees retained may be rearranged on shifts as necessary without the Company incurring a double time pay liability for hours worked in excess of 12 hours in a workday.)

**(Note 2: It has been mutually agreed that in the case of employees on temporary lack of work occurring prior to their lunch period; and if no work within their classification is expected by their lunch period, the employees may elect to go home. If the lack of work occurs after the lunch period and no work is expected by the end of their shift, the employees may elect to go home.**

**It is understood that people who elect to go home do so of their own choice and the Company will incur no further liability as a result of their leaving work. The foregoing shall not be construed to alter or modify any provision or article of the contractual agreement.**

## **ARTICLE XII TRANSFERS AND UPGRADINGS**

1. The Company agrees that, in general, higher rated jobs will be filled by upgrading. In upgrading employees to higher rated jobs, ability will be the first consideration, however, whenever ability is relatively equal, seniority will be given preference.
2. Employees may nominate themselves for upgrade consideration in accordance with the established upgrade procedure. To be considered for upgrade an employee must complete and deliver such self-nomination on an approved form to the Hourly Placement Office or it's drop box. The Hourly Placement Office will date stamp the form when received in the Hourly Placement Office or, in the case of those placed in the drop box, after the opening of the Hourly Placement Office each scheduled business day (Monday-Friday) and return the appropriate copy to the employee via in-plant mail to their manager. Such Self-Nomination Forms will be considered as follows:

Received in Hourly Placement Office by the 1st considered on the 6th

Received in Hourly Placement Office by the 10th considered on the 16th

Received in Hourly Placement Office by the 20th considered on the 26th

However, these cut-off and consideration dates will be waived in the consideration of a Self-Nomination Form received from an employee who is on notice of downgrade.

3. When filling a job opening by upgrading, a Self-Nomination Form for the open job by an employee in a different, equal rated job classification or a higher rated job classification shall be treated as though it were a request to be considered for a higher rated job classification if the job opening affords the employee with an immediate or future higher earnings opportunity; provided that the employee has not previously so transferred during the same calendar year.

An employee exercising his/her opportunity to move under the above paragraph will not have recall rights back to his/her former classification until after they establish the time limits on the new job which would qualify them for future consideration to a higher rated job.

Once the time limits are established on the new job the employee must make a written request to the Hourly Placement Office to have his/her recall rights reinstated to his/her former classification.

Recall to the employee's former classification will then be reinstated for future openings by seniority.

An employee involuntarily displaced to a lower classification when establishing the time limits must notify the Hourly Placement Office. Upon

written notification of the involuntary displacement, the employee will have the time worked in the new classification applied toward the time limits and will have his/her recall rights reinstated to his/her former classification, along with his/her automatic recall rights to the classification involuntarily displaced from, for future openings by seniority.

4. Self-Nomination Forms may be submitted by employees while in their probationary period. Such Self-Nominations will be considered in accordance with (1), (2) and (3) above.

### **ARTICLE XIII REDUCTION OF FORCES AND INCREASING FORCES**

#### **A. Reduction of Forces**

In all cases of layoff or transfer due to lack of work, seniority shall be the major factor governing such layoffs or transfers.

When it is necessary to layoff or transfer employees due to lack of work, the following procedure shall apply:

1. When a classification is affected by lack of work, the employees in that classification with the least seniority, as described in Section 2, will be given one week's notice of transfer or removal.
2. A surplus of employees in the affected classification will be determined as follows:
  - (a) Within a Surplus Group Manager's area (determined by the Manager to whom the immediate Supervisor's report) the employees in the same classification who regularly perform

the same work assignments on the first, second and third shifts will be considered as the surplus group.

- (b) The employees having the least seniority in the surplus group will be declared surplus.
  - (c) Appropriate rearrangements of employees within the surplus group may be made where the least senior employees who are declared surplus are not assigned to the shift where the lack of work exists.
  - (d) When making a rearrangement (as provided in (c) above) the transfers from the shift where the lack of work exists to the shift where the surplus was declared will be accomplished by first permitting the most senior to transfer and requiring the least senior to transfer.
3. Every effort will be made to place the affected employees as quickly as possible. However, in the case of those employees who are eligible for transfer on a seniority basis, if the necessary rearrangements of personnel cannot be made in the one week notice period, the affected employees may be removed from the payroll for lack of work for a period not to exceed one week.
4. Surplus employees will be transferred or removed from the classification or from the Payroll on a plant wide basis in accordance with the following procedure:
- (a) Employees will transfer to an open job in their present classification or to open cross bumpable jobs, having the same job rate, if provided in the Hourly Downgrade Guide; or
  - (b) If no such open jobs exist they will displace the least senior employee in their present classification or the least senior

employee in a cross bumpable job having the same job rate if provided in the Hourly Downgrade Guide; or

- (c) If their seniority does not permit them to displace as described above, they will fill an open job that they have previously performed in a satisfactory manner\* in a classification having the same job rate or they will displace the least senior employee in that classification.
- (d) If their seniority does not permit them to be placed as described above, they will transfer to an open job in the next lower rate level which they have previously performed in a satisfactory manner\* or as provided in the Hourly Downgrade Guide. In the absence of such a job, they will displace the least senior employee in the next lower rate level in those classifications which they have previously performed in a satisfactory manner\* or as provided in the Hourly Downgrade Guide.

\*("previously performed in a satisfactory manner" as used in (c) and (d) above, means an employee has not been removed for inability).

- (e) In the case of any employee unable to be placed in accordance with the above provisions, the procedure set forth in (d) above will then be applied to successively lower rate levels.
  - (f) Any employee so displaced will be subject to the same entire layoff procedure as the affected employee above.
5. Any employee who is to be laid off for lack of work shall have one week's notice or one week's pay at his/her current rate and at the prevailing weekly schedule of hours in effect at that time.

Employees downgraded or laid off from a second or third shift for lack of work will receive their night shift bonus for one week provided they have not been given a one week's notice as provided in this article.

6. An employee may elect to be placed on a voluntary layoff for lack of work after being given notice of transfer due to a reduction of forces in accordance with (1) above, which would cause the employee's rate of pay to be reduced by more than two steps and when reductions in force would cause the employee's rate of pay to be reduced by more than three steps within a twelve month period. However, such employee election will not be implemented when a revision to the planned reduction made within such notice period, does not cause the employee's rate of pay to be reduced as above.

An employee who elects such a voluntary layoff will not be offered recall to any classification at or below the rate level of the position to which he/she was scheduled to transfer at the time of his/her election to be placed on a voluntary layoff status. An employee so affected may change their status by (1) mailing a certified letter to Hourly Placement, G.E. Evendale Plant, Cincinnati, Ohio, 45215, specifying therein the rate level to which they will accept when offered, or (2) coming to the Hourly Placement office and informing the Placement Specialist of the rate level to which they will accept recall when offered.

The weekday following the receipt of the certified letter or the visit to the Hourly Placement office, the employee will be eligible for recall to any available unapplied openings to the rate level indicated.

## **B. Increasing Forces**

In all cases of recall after layoff, seniority shall be the major factor governing such recall. This provision shall also apply to those employees



who have been downgraded due to a reduction in forces and are eligible for return to their former classifications.

**ARTICLE XIV  
SENIORITY PREFERENCE  
DURING REDUCTION OF FORCES**

1. A. The Local Union President, Vice President and Recording Secretary shall, upon written request of the Union, be given seniority over all the employees in the Unit during reduction of forces provided work for which they are qualified is available. The Union shall inform the Company of the names, titles and order of precedence of these officials.
- B. Similarly, Committeepersons will be given seniority over all employees they represent. This provision will apply only to those Committeepersons covered in Article X and whose names and specific areas shall have been furnished to the Company in writing prior to the giving of notice of layoff by the Company. The Union shall only notify the Company of those changes which they (Union) have created.
- C. Stewards elected shall have super seniority over all Bargaining Unit employees they represent. However, if they by virtue of their natural seniority no longer have sufficient seniority to remain physically working within the plant, they shall automatically forfeit their stewardship and be placed in accordance with their natural seniority.
- D. In applying the above, the Union agrees that such seniority preference does not entitle such officials or representatives to job preference.

2. **Stewards' Elections**

- A. If as a result of a combination of Supervisors areas an employee ceases to be a Steward and no longer has sufficient seniority to remain in his/her area, he/she shall be transferred or laid off in accordance with his/her seniority when the next reduction of forces affecting his/her area occurs or no later than two weeks, whichever is sooner.
- B. If for any reason other than a combination of Supervisors areas an employee ceases to be a Steward and no longer has sufficient seniority to remain in his/her area he/she shall be transferred or laid off in accordance with his/her seniority when the next reduction of forces affecting his/her area occurs or no later than two weeks, whichever is sooner.
- C. The Union shall immediately notify the Company in writing whenever a new Steward has been elected.

**ARTICLE XV**  
**CONTINUITY OF SERVICE - SERVICE CREDITS**

**1. Definition of Terms**

- A. "Continuity of Service" designates the status of an employee who has service credits totaling fifty-two or more weeks.
- B. "Continuous Service" designates the length of each employee's continuity of service, and shall equal the total service credits of an employee who has "Continuity of Service".
- C. "Service Credits" are credits for periods during which the employee is actually at work for the Company or for periods of absences for which credit is granted. (As provided in (3)).

- D. "Absence" is the period an employee is absent from work either with or without pay (except a paid vacation period) computed by subtracting the date following the last day worked from that date the employee returns to work. Each separate continuous period away from work shall be treated as a single absence from work.
- E. "Illness" shall include pregnancy whenever the Supervisor or other immediate Supervisor is notified prior to absence from work.

## 2. **Loss of Service Credits and Continuity of Service**

- A. Service credits previously accumulated and continuity of service, if any, will be lost whenever the employee:
  - (1) Quits, dies, resigns, retires or is discharged;
  - (2) Is absent from work for more than two consecutive weeks without satisfactory explanation;
  - (3) Is absent from work because of personal illness or accident and fails to keep his/her Supervisor notified monthly, stating the probable date of his/her return to work;
  - (4) Is notified within a year from date of layoff that he/she may return but fails to return or give satisfactory explanation within two weeks;
  - (5) Is absent from work without satisfactory explanation beyond the period of any leave of absence granted him/her by the Company;
  - (6) Is absent from work for a continuous period of more than one year for any reason other than a leave of absence granted in

advance or an absence due to a compensable accident (up to eighteen months).

- B. If the Company reemploys an employee who has lost service credits and continuity of service because of layoff due to lack of work for more than one year, because of absence due to illness or injury for more than one year, or because of termination for transfer to a successor employer, such employee shall have such service credits and continuity of service automatically restored if his/her continuous service at the time of his/her layoff, termination for transfer to a successor employer, or first day of illness was greater than the total length of such absence or if the employee has recall rights under Article XI, Seniority, or if the employee is placed under Preferential Placement.
  
- C. If the Company reemploys, on or after July 11, 1988, a former employee who had continuity of service at the time of a previous termination of Company employment [and the employee is not eligible for automatic service restoration under Section 2 (B)], the Company shall restore such continuity of service after the employee has completed **one year** of continuous service following reemployment. An employee in the process of service restoration under this section who is laid off and again rehired or recalled shall have all service credits earned following reemployment on or after July 11, 1988 accumulated for the purpose of service restoration under this section 2(C).
  
- D. Service restoration provided for in this Section 2 will be contingent upon the employee's full repayment of any of the following lump sum benefits paid under Article XXV: Income Extension Aid under Section 4(B)(1)(iii), Special Voluntary Layoff Bonus under Section 4(C), Special Retirement Bonus under Section 3(B), or severance pay due to a plant closing termination which occurred within six months prior to the date of reemployment. Such repayment must be made within a reasonable time after rehire. No such repayment

is required of benefits paid if the reemployment date is more than one year from the date of the prior termination.

### **3. Service Credits**

Service credits for each employee shall be granted for periods during which the employee is actually at work for the Company, and service credits for absences shall be added to an employee's service, after re-employment with continuity of service or with prior service credits, as follows:

- A. Employees when reemployed with prior service credits or continuity of service following absence due to illness, accident, layoff, leave of absence granted by the Company, because of termination for transfer to a successor employer, or due to plant closing, will receive service credits for up to a total of the first twelve months of such absence. Where the absence of an employee, with continuity of service, is due to a compensable accident or compensable illness, and the employee is reemployed without loss of continuity of service, service credits will be granted for the period of his/her absence in excess of twelve months up to a maximum of six additional months.
- B. For all other absences of two weeks or less, such employees will receive service credits, but, if the absence is longer than two weeks, no service credits will be allowed for any part of such absence.

## **ARTICLE XVI LEAVE OF ABSENCE**

- 1. Any employee who represents the Union in labor relations with the Company and who has at least one year of continuous service shall, on request of the Union, be granted one year's leave of absence for such activity. Upon request of the Union, this may be extended yearly.

Continuity of Service will not be broken, but the employee shall not receive continuous service credits for time elapsed during such leaves of absence. Not more than four employees shall have such leave at any one time.

2. The Union will be furnished with a copy of the current Company policy regarding leave of absence. Leaves of absence may be granted to bargaining unit employees in accordance with said policy.
3. Employees returning to work at the conclusion of an approved leave of absence or earlier and who are able to perform the work will, seniority permitting, be returned to their former job classification, job rate, shift and surplus group.
  - A. If their seniority does not permit them to return as described above, they will be returned to their former job classification, job rate and surplus group provided the area has not surplussed employees with more seniority since being processed on leave.
  - B. When their seniority allows them to return to their surplus group but not their former shift, they will be returned to the same shift as the junior employee in the surplus group.
  - C. When seniority does not permit an employee to return as above, such employee will be placed in the same manner as a surplus employee in accordance with Article XIII, Reduction of Forces and Increasing Forces, provided such employee is able to perform the work.
  - D. Employees must give the Company two (2) weeks notice of their intention to return.

## ARTICLE XVII VACATIONS

### 1. Paid Vacation Periods

For hourly employees first eligible for GE benefits prior to June 18, 2007, vacation will be provided in an Annual Allotment subject to the eligibility requirements set forth in paragraph (a) below.

For hourly employees first eligible for GE benefits on or after June 18, 2007, vacation will be earned on a pro rata basis with a fractional portion of the annual vacation period being earned each month subject to the eligibility requirements set forth in paragraph (b) below.

Vacations with pay will be granted in each calendar year (hereinafter called the "vacation year") to eligible employees as follows:

- (a) For hourly employees hired before June 18, 2007. (Annual Allotment)

Years of Continuous Service	Vacations
1	2 Weeks
5	3 Weeks
15	4 Weeks
20	5 Weeks
30	6 Weeks

- (b) For hourly employees hired on or after June 18, 2007. Earn As You Go (“EAYG”)

Years of Continuous Service	Vacations
<1	2 Weeks (pro rata)
1	2 Weeks
5	3 Weeks
15	4 Weeks
20	5 Weeks
30	6 Weeks

## 2. Eligibility Requirements – Annual Allotment

An employee whose continuity of service is unbroken as of December 31, or his/her last scheduled workday in the last week of the year immediately preceding the vacation year, shall qualify for a vacation or vacation allowance under the provisions of this Article if he/she:

- A. Actually performs work as an active employee of the Company during the last full calendar week of the year immediately preceding the vacation year;
- B. Receives earnings from the Company directly applicable to all or part of such week.

If an employee has not qualified under (2) (A) or (B) above, but returns to work without loss of continuity of service during the vacation year, he/she will become entitled to a vacation or vacation allowance in the vacation year after he/she shall have worked in the vacation year for one month or for a period equal to that of his/her absence if his/her absence was less than one month. Any such employee re-employed too late to work for one month in the vacation year will be paid his/her vacation allowance and



may have a portion of the time out considered as the vacation to which he/she is otherwise eligible.

3. **Eligibility Requirements – Earn As You GO (EAYG)**

Vacation days are earned on a pro rata basis during the calendar year and eligible employees earn a fractional portion of the annual vacation each month. A prorated portion is earned for any month the employee is on active payroll and works any amount of time during that month.

Subject to management approval, the employee may take all or part of the annual vacation at any time during the calendar year, including additional days the employee may earn at a later date according to the table in paragraph 1(b) including additional days granted as a result of achieving a service milestone.

No employee shall earn vacation while on leave. However, if an individual on leave returns directly to active status during the same calendar year, the employee will receive credit for vacation he or she would have earned as if no leave had been taken during the calendar year the leave terminates.

4. **Determination of Paid Vacations**

A. **Basic or Guaranteed Vacations**

The basic vacation period of an eligible employee shall be based upon his/her length of continuous service as of December 31 of the year immediately preceding the vacation year.

B. **Additional (or Initial) Vacation**

An eligible employee whose continuing accumulation of service credits during a vacation year entitles him/her to an additional vacation under the provisions of (1) (or who completes his/her first year of continuous service during the vacation year) will receive such additional vacation (or his/her initial vacation), provided that an

employee shall not be entitled to any such vacation in a vacation year unless he/she shall actually perform work as an active employee of the Company during such vacation year after having qualified for such vacation.

Exception ... Where a plant shutdown is scheduled for the last week of the year, employees who would have qualified for vacation payment during this shutdown will receive such payment if they return to work the first scheduled workday following the shutdown or were at work the last scheduled workday immediately preceding the shutdown.

## **5. Termination of Employment**

Employees Who Earn Vacation via Annual Allotment - An employee who quits, is discharged, dies or retires will promptly thereafter receive the full vacation allowance to which he/she may then be entitled. In the case of employees who die, vacation allowance will be treated as wages owing the employee, and payment made accordingly.

Employees Who Earn Vacation via EAYG – An employee who resigns or is terminated, will only be paid out earned but unused vacation. Any vacation time that is taken in excess of the amount which the employee has earned must be reimbursed to the Company. However, if an employee retires, is laid off, becomes disabled or dies, reimbursement is not required.

## **6. Use of Vacation Time for Absences of Employees**

### **A. Leave of Absence**

An employee who is granted a leave of absence may have the first portion of such leave designated as the period of any vacation to which he/she may then be entitled, if the Manager shall approve.

**B. Extended Illness, Accident or Layoff**

Subject to Management approval, an employee who is absent because of personal illness or accident, or because he/she is laid off for lack of work, may elect (except in an operation which is scheduled for a vacation shutdown) to have the first portion of such absence designated as the period of any vacation to which he/she may then be entitled. The employee's election to apply unused vacation to extend active service must be made within one week of the beginning of the applicable absence.

**C. Incidental Absences**

An employee whose absence is excused because of personal illness, personal business, Holidays that are unpaid, temporary lack of work, or short workweeks (of one-half day or longer) may utilize extra vacation time to which he/she is entitled in excess of the scheduled shutdown or shutdowns (or in excess of two weeks in operations in which no shutdown is to be observed) for such absences in the form of vacation days. Absences for personal illness and personal business require the approval of the Manager. This time may be paid out in multiples of four hours.

**D. Other Absences**

An employee who is absent from work for any reason, other than those reasons listed above, will not be entitled either to have his/her vacation scheduled or to receive a vacation allowance during the period of such absence.

**E. Vacation Payment Guarantee**

An employee whose service is terminated or whose absence from work continues beyond the end of a vacation year, and who did not receive in such vacation year the full vacation pay for which he/she

had qualified and had not otherwise used, shall receive at the end of the vacation year or upon prior termination of service, a vacation allowance in lieu of any vacation to which he/she was entitled.

## **7. Computation of Vacation Pay**

### **A. Basic Formulas**

Vacation pay for each week of vacation to which an employee is entitled will be computed by multiplying the appropriate weekly hour-multiplier as determined by (7) (B) below, by the appropriate rate-multiplier as determined by (7) (C) below. (Vacation pay for any extra day or one-half day of vacation to which an employee may be entitled will be determined by (1) dividing by five or ten respectively the weekly hour-multiplier determined for him/her under (7) (B) below and (2) multiplying such daily equivalent by the appropriate rate-multiplier determined by (7) (C) below).

### **B. Determination of Weekly Hour-Multiplier**

The weekly hour-multiplier for vacation pay computations for all employees will be forty hours except as noted in the following paragraphs of (7) (B).

#### **(1) Short Schedules**

The weekly hour-multiplier of an employee whose regular weekly schedule at the time his/her vacation begins is less than forty hours will be the greater of either (a) his/her scheduled hours per week at the time the vacation begins, or (b) his/her scheduled hours per week during the last fiscal week, as determined by the General Electric fiscal calendar, worked by him/her during the year preceding the vacation year, but in any event will not be greater than forty hours.

(2) Multiple-Shift Short Schedule

Notwithstanding the provisions of (7) (B) (1) above, the weekly hour-multiplier for an employee who is on a multiple shift operation and whose regular weekly schedule of hours is not less than thirty-two and one-half hours shall not be less than forty hours.

(3) Third Shift

The weekly hour-multiplier of an employee who is assigned to a third shift which is paid according to the provisions of Article VI (12), will be forty hours.

(4) Extended Schedule

The weekly hour-multiplier of an employee who shall have worked an average of more than forty hours per week during the weeks paid in the calendar year which immediately precedes the vacation year will be determined in accordance with the following schedule:

AVERAGE WEEKLY HOURS	WEEKLY HOUR-MULTIPLIER
40 BUT LESS THAN 42	40
42 BUT LESS THAN 42.5	42
42.5 BUT LESS THAN 43.5	43
43.5 BUT LESS THAN 44.5	44
44.5 BUT LESS THAN 45.5	45
45.5 BUT LESS THAN 46.5	46
46.5 BUT LESS THAN 47.5	47
47.5 AND HIGHER	48 (MAXIMUM)

NOTE: For the purpose of the foregoing schedule, average weekly hours will be computed by dividing the total number of hours actually worked by the employee during the weeks paid in said year by the number of weeks in such year, except that the following listed types of time lost from work will be counted as time worked:

- (a) Time spent on Union activity;
- (b) A listed or observed holiday;
- (c) Jury duty service;
- (d) Military Service for which service credits are granted under Article XXIV (9);
- (e) Vacation shutdowns and vacation periods;
- (f) Time paid for death-in-family absence;
- (g) Time lost due to a compensable accident or compensable illness;
- (h) Employee's personal absences for which pay is granted.

(5) Continuous Operations

The weekly hour-multiplier of an employee who is, at the time of his/her vacation, regularly assigned to work on a Continuous Operation schedule will be the greater of either (a) the number of hours per week he/she would have been paid, up to a maximum of forty-eight hours, including premium hours for Saturday and/or Sunday, had he/she worked forty hours on his/her established regular schedule including

Saturday and/or Sunday, on the week or weeks scheduled for vacation or (b) the hours provided by the application of (7) (B) (4) above.

**C. Determination of Rate-Multiplier**

The rate-multiplier for an hourly employee will be the greater of:

- (1) His/her current hourly rate (including night shift bonus for those employees regularly scheduled on a night shift) in effect at the time his/her vacation begins; or
- (2) His/her last hourly rate (including night shift bonus for those employees regularly scheduled on a night shift) in effect during the last full calendar week worked by him/her during the year preceding the current vacation year.

**D. Payments for Incidental Absences**

The payments described in (6) (C) will be paid on the same basis as outlined above.

**8. Scheduling of Vacations**

**A. Scheduling**

In the event of one or more vacation shutdowns in the plant within the vacation year, one of the shutdowns will be of no less than two weeks duration and during such shutdown, the vacation for eligible employees shall be considered to run concurrently. Provided written notice is given to the Union prior to April 1, this Shutdown may be split into two periods of not less than one (1) week duration, but in no case shall the combined split periods exceed three weeks. In such cases, the Company and the Union may also agree on

special rules dealing with vacation eligibility for the subsequent year where one of the mandatory Shutdown periods extends into the last calendar week of the year. Exceptions for certain sections or individuals by reason of the requirements of the business shall be at management's discretion.

With respect to other scheduled shutdown periods, employees entitled to vacation time in excess of two weeks, may elect to take the time off without pay as though on temporary layoff for lack-of-work and take his/her remaining vacation time off at some earlier or later date including the week immediately preceding or following the shutdown period. Vacations taken at times other than during shutdown periods will be scheduled to conform to the requirements of the business at the Manager's discretion. For any part of a shutdown period for which an employee is not eligible or does not become eligible for vacation pay during the vacation year, and during which he/she has no work available, he/she will be deemed to be on temporary layoff for lack-of-work.

**B. Ineligibility for Income Extension Aid**

In the event an employee elects to take time off without pay during a scheduled shutdown period, such employee shall not be eligible for Income Extension Aid for that scheduled shutdown period.

**C. Postponement or Division of Vacations**

It will not be permissible to postpone vacations from one year to another, or to omit vacations and draw vacation pay allowances in lieu thereof, except with the written approval of the Manager. No vacation shall be divided unless it is of two weeks or more duration, in which case it may, with the consent of the Manager, be divided.



It will not be permissible to draw vacation pay allowances in lieu thereof for days not yet earned under the EAYG method of earning vacation.

**9. Time of Vacation Payment**

Except as otherwise provided in this Article, vacation allowances shall be paid to an employee on or about the last day worked by him/her prior to the beginning of the vacation scheduled for him/her except payments under (6) (C). An employee who earns vacation under the Annual Allotment method and takes his/her vacation prior to the date upon which he/she becomes eligible will receive payment for full weeks (computed in accordance with (7) above) after he/she becomes eligible. Additional day or days for which an employee may qualify later in the year may be taken at the time of regular vacation and payment for such time (computed in accordance with (7) above) will be made after the employee has qualified.

**10. Holiday in Vacation Period**

When the vacation period of any employee includes one of the holidays listed in Article VII, an additional day of vacation will be granted with pay if the holiday occurs during the scheduled workweek of the employee. The extra day must be taken immediately before or after as an extension of the vacation, except when a holiday(s) falls within a shutdown period in conformance with Section 8 of this Article.

**11. Death in Family in Vacation Period**

When an employee on vacation experiences a death in family which would otherwise qualify the employee for leave under Article XXIV, the employee will be entitled to substitute up to two (2) days of death in family leave for the days of vacation. Those two (2) days may be subsequently taken as vacation per management approval, or, in the alternative, may be used to extend the vacation period then in progress.

**ARTICLE XVIII  
LISTS OF HIRINGS, LAYOFFS,  
AND TRANSFERS**

1. The Union will be given information on additions to the Bargaining Unit; transfers within and to and from the Bargaining Unit; and removals from the Bargaining Unit. The information will consist of name, seniority date, Surplus Group Manager's name, shift and occupation of the employee, and will be provided monthly.
2. The Union will be given information on employees to be affected by a reduction of forces after notification has been given to the employees. Whenever possible, such information will be given in writing to the Steward and Committeeperson one week before the effective date of the reduction of forces.
3. Semi-annually, the Company, from information of record, will provide the Union with a complete list of all employees then in the Bargaining Unit and showing the name, home address, continuous service date, seniority date, classification, R-Symbol, badge number and dues check-off status.
4. The Company agrees to post on a weekly basis in the immediate work area the Unit Additions List (G.T. 6438).

**ARTICLE XIX  
GOVERNMENT REQUIREMENTS**

Nothing contained in this Agreement shall be deemed to impose upon either party the obligation to take any action, or refrain from taking any action, in violation of any existing or future law, or rule, regulation or directive issued by a government department or agency.

## **ARTICLE XX BULLETIN BOARDS**

The Company will provide bulletin boards to be used exclusively for the posting of Union Notices pertaining to Local 647. Such notices shall be restricted to:

- A. Notices of Union recreational and social affairs;
- B. Notices of elections, appointments, and results of elections;
- C. Notices of Union meetings.

Posting of notices other than specified above may be cause for withdrawing the posting privilege from the Union.

## **ARTICLE XXI GRIEVANCE PROCEDURE**

Subject to the provisions of Article XXVI, the Grievance Procedure established by this Article shall be used for the purpose of orderly negotiations between the parties concerning all claims, disputes, or other matters subject to collective bargaining between the parties during the term of this Agreement, whether or not such claims, disputes, or other matters involve the interpretation or application of this Agreement. It is the intent of the parties that grievances be resolved as quickly as possible with the Supervisor in the area where the claim, dispute or other matter is brought to the attention of the Company and without the necessity for instituting the written grievance procedure.

Employees may take up grievances with their Supervisor either directly or through the Union Steward. If the grievance is taken up directly or through the Steward and a satisfactory agreement is not reached, a written grievance may be processed in accordance with the grievance procedure as set forth below. If the grievance is taken up by the employee directly with the Supervisor, no

adjustment will be made inconsistent with the terms of this Agreement, and he/she shall make no adjustment without advising the Union Steward.

## **STEP ONE**

Negotiating grievances at Step One will be the responsibility of the Supervisor for the Company and the Steward for the Union. In this regard, Management must be made aware of a possible claim, dispute or other matter within seven (7) calendar days of the employee's and/or Union's knowledge of the claim, dispute, or other matter. Claims, disputes or other matters brought to Management's attention later than seven (7) calendar days will be considered untimely. All verbal grievances should be responded to within seven (7) calendar days, however, any grievance not responded to by the end of seven (7) calendar days from the initial verbal discussion will be granted one (1) seven (7) calendar day extension for purposes of discussion with the Supervisor and/or the surplus group Manager of the area. When agreement has not been reached through verbal discussions or the status of an employee involved in a disciplinary action has changed the Steward must be notified and may within seven (7) calendar days of the verbal answer present a written grievance to the Supervisor, setting forth the exact nature of the grievance and the relief requested. The Supervisor will give an answer in writing which will include his/her explanation and position. The answer will be provided within two days (Saturday and Sunday excluded) after receipt of the written grievance, but if more time is required the Supervisor will advise the Steward in writing, and a decision will be given within five (5) working days after receipt of the written grievance.

When agreement on the grievance is not reached at Step One, the Committeeperson for the area may appeal the Supervisor's decision by registration of the grievance for discussion at Step Two. Any grievance not registered at Step Two within the first fifteen (15) working days following the receipt of the written Step One answer will be considered withdrawn without prejudice.

## **STEP TWO**

Negotiating grievances at Step Two will be the responsibility of the designated Human Resource Representative for the area and the Area Committeeperson. Generally, grievances will be discussed at Step Two in the order of their registration except as provided below.

Upon request, each Committeeperson may have a weekly Step Two meeting with the appropriate Human Resource Representative. The Area Committeeperson will identify the grievances to be discussed at Step Two in the form of an agenda submitted at least ten (10) calendar days in advance of such Step Two meeting. The date and length of the Step Two meeting at which the grievances on a particular agenda will be discussed will be fixed by mutual agreement between the Area Human Resource Representative and Area Committeeperson. The Committeeperson may have additional Committeeperson's or Stewards present, not to exceed a combined total of four and the Human Resource Representative may have additional management representatives present, not to exceed a combined total of four.

Any grievances not discussed for lack of time in a particular Step Two meeting will be discussed at the next Step Two meeting before the grievances on the agenda for that meeting are taken up (exceptions to this format are disciplinary grievances). At the request of either party the Supervisor's Manager will be present at Step Two meetings for the discussion of grievances involving disciplinary actions, charges of discrimination (as defined in Article V), working conditions or safety. Such Step Two meetings will be arranged by the Human Resource Representative based on the mutual availability of the parties.

In the discussion of grievances involving disciplinary action or charges of discrimination, at the request of either party, the affected employee and his/her Supervisor will be present. In no event, however, will the total number of persons present for either party exceed a total of four (4).

Either party may refer a grievance back to Step One of the grievance procedure not more than one time. Any grievance which is referred back to Step One must be discussed again at Step One within thirty calendar days.

Any Step Two grievances not discussed within forty five (45) calendar days (excluding plant shutdown or by mutual agreement) of the date of registration will be considered withdrawn without prejudice.

If agreement is not reached at Step Two, the Chairman of the Bargaining Committee may appeal the Step Two decision by registration of the Grievance for discussion at Step Three. Any grievances not registered at Step Three within the first thirty calendar days following the date of the last Step Two discussion of that grievance will be considered withdrawn without prejudice.

### **STEP THREE**

Negotiating grievances at Step Three will be the responsibility of the Manager of Union Relations (or his/her designated representative) for the Company and the Bargaining Committee for the Union.

The Chairman of the Bargaining Committee will identify the grievances to be discussed at Step Three in the form of an agenda submitted at least ten calendar days in advance of such Step Three meeting. Except as provided below, grievances will be placed on agendas in the order of their registration. Two such agendas may be submitted each week. The date of the Step Three meeting at which the grievances on a particular agenda will be discussed will be fixed by mutual agreement of the Manager of Union Relations, or his/her designated representative and the Chairman of the Bargaining Committee at the time the agenda is submitted to the Company. Agendas will consist of not more than twenty grievances. Any grievance(s) not discussed for lack of time in a particular Step Three meeting will be discussed at the next Step Three meeting before the grievances on the agenda for that meeting are taken up. The Chairman of the Bargaining Committee may elect to withdraw grievances registered at Step Three without prejudice.

Exceptions to the order of placing grievances on a Step Three agenda may be made at the request of either party for grievances involving disciplinary time off and discharge. In addition, exceptions to the order of placing grievances on a Step Three agenda may be made for other grievances up to a maximum of three grievances per agenda.

Either party may refer a grievance back to a lower step of the grievance procedure for further consideration not more than one time. Any grievance which is referred back to a lower step of the grievance procedure must be discussed again in a grievance meeting at the appropriate step of the procedure within thirty calendar days.

The Company will furnish a written final position on any Step Three grievances not discussed within twelve (12) months of the date of registration at Third step.

Note: The time limits contained within this article apply only to grievances registered on or after June 18, 2007. Grievances registered prior to June 18, 2007, will be governed by the respective Collective Bargaining Agreement in affect at the time of registration.

## PREFERENTIAL PLACEMENT GRIEVANCES

A grievance filed on behalf of a candidate for preferential placement under Article XXV which arises solely due to the failure of Company management at a designated location to select such candidate, where such designated location employs no employees represented by the union, may be filed at the Headquarters level. A grievance filed on behalf of a candidate for preferential placement under Article XXV which arises solely due to the failure of Company management at a designated location to select such candidate, where the candidate's original location has closed, may also be filed at the Headquarters level, provided the grievance arises following the original location's plant closing date. The Company shall give its final decision to the Union in writing within a reasonable time after discussions with the Union and an opportunity to investigate the facts.

## **ARTICLE XXII ARBITRATION**

1. Any grievance which involves the interpretation or application of this Agreement and which remains unsettled after having been fully processed pursuant to the provisions of Article XXI shall notwithstanding the Company's right to refuse to arbitrate grievances, as reserved in Article XXIII (2), be submitted to arbitration upon written request of either the Union or the Company, provided such request is made within forty-five days after the final decision of the Company has been given to the Union pursuant to Article XXIII and provided such request directly raises an issue which is either:
  - A. a disciplinary penalty, consisting of a warning notice, a suspension, or discharge, which penalty is imposed on or after the effective date of this Agreement, and is alleged to have been imposed without just cause, but not a disciplinary penalty effected under Company policy 20.4; or
  - B. a non-disciplinary termination occurring after July 15, 1979; or
  - C. an alleged violation of one of the following provisions of this Agreement:

### **Article II, Maintenance of Membership - Checkoff;**

**Article V, Discrimination and Coercion**, except paragraph (3) thereof, provided however, that grievances which claim that a disciplinary action, discharge, upgrading action or transfer action violates paragraph (3) of Article V, will be subject to arbitration as a matter of right;



**Article VI, Hours of Work and Overtime**, including violation of the provisions on shift change, early reporting, call-in time, report-in time, dispensary time, division and charging of overtime, and computation of payments for overtime, but excluding issues pertaining or relating in any way to the scheduling of work shifts, shutdowns, overtime, or continuous operations;

**Article VII, Holidays;**

**Article VIII, Rates of Pay**, including violation of the provisions on starting rate, transfer rate, progression and merit increase, but excluding any issue pertaining or relating in any way to the establishment, changing or elimination of a job classification or a wage rate, or the method by which an employee is paid;

**Article IX, Differential for Second and Third Shift Employees;**

**Article X, Representation;**

**Article XI, Seniority**, including violation of the provisions on accumulation of seniority, length of recall eligibility, loss of seniority, computation of seniority and return to Bargaining Unit, but excluding any issue pertaining or relating in any way to a determination or the Company's right to determine, that a lack of work situation exists, recognizing, however, that the issue of whether the lack of work situation, so determined by the Company to exist, is a temporary lack of work situation (and hence covered by Article XI) or a permanent lack of work situation (and hence covered by Article XIII) shall be, in itself, an arbitrable issue;

**Article XII, Transfers and Upgrading;**

**Article XIII, Reduction of Forces and Increasing Forces**, but excluding any issue pertaining or relating in any way to a determination, or the Company's right to determine, that a lack of

work situation exists, recognizing, however, that the issue of whether the lack of work situation, so determined by the Company to exist, is a temporary lack of work situation (and hence covered by Article XI) or a permanent lack of work situation (and hence covered by Article XIII) shall be, in itself, an arbitrable issue;

**Article XIV, Seniority Preference During Reduction of Forces;**

**Article XV, Continuity of Service - Service Credits,** except paragraph (4) thereof;

**Article XVI, Leave of Absence,** except paragraph (2) thereof;

**Article XVII, Vacations,** except as to issues pertaining or relating in any way to the scheduling of vacation shutdown or the scheduling of an employee's individual vacation period;

**Article XVIII, Lists of Hirings, Layoffs and Transfers;**

**Article XXIV, General Provisions,** except as to any issue pertaining or relating in any way to paragraphs (3), (6) and (9) except that as to paragraph (3) the issue as to whether or not an emergency existed; as to whether or not a qualified employee was available; as to whether or not an employee was being instructed; where the Company has used such as the basis for their action, shall be, in itself, an arbitrable issue.

2. Any grievance which remains unsettled after having been fully processed pursuant to the provisions of Article XXI, and which involves any issue not included among those specified as subject to arbitration in (1) of this Article, may be submitted to arbitration if the Company and the Union first mutually agree in writing to do so.
3. In the event of a request for arbitration of a grievance under Article XXII, the International Representative may request an arbitrability conference

with the Manager of Union Relations or designated representatives. The matter of arbitrability, stipulation of issue to be arbitrated and whether or not such grievance could be "expedited" would be reviewed with the President, International Representative and one other designated union representative. The written request for such a meeting must be made within ten calendar days following the meeting when the Company's final decision was made with respect to such grievance. A meeting between the parties will be arranged within 30 days following the request for such meeting.

4. Promptly following a request for arbitration meeting the requirements of (1) above, or mutually agreed to pursuant to (2) above, the Company and the Union shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven arbitrators. A second panel of arbitrators may be requested by mutual agreement of the parties. Upon acceptance of the first panel or receipt of a second panel, as the case may be, the Union and the Company shall alternately strike a name from the panel until a single name remains, and that person shall be the arbitrator.
5. The award of an arbitrator so selected upon any grievance so submitted to him/her shall be final and binding upon all parties to this Agreement. The arbitrator shall have no authority to add to, detract from, or in any way alter the provisions of this Agreement. In addition, and notwithstanding any contrary provisions of this Article, no issue shall under any circumstances be subject to arbitration if it pertains or relates in any way to: (i) the establishment, administration, interpretation or application of Insurance, Pension, Income Extension Aid, or other Benefit Plans in which employees covered by this Agreement are eligible to participate, or of the Wage Agreement; (ii) the establishment, elimination or change of a job classification or wage rate; (iii) the right of the Company to make or change employee work assignments; (iv) the assignment of work to, or the performance of work by, persons outside the Bargaining Unit; (v) the subcontracting of work; or (vi) the provisions of Article I or Article XXII of this Agreement. In any case which involves a warning notice, suspension

or discharge imposed because an employee has refused to perform an assigned task, the arbitrator shall be entitled to determine the propriety of the penalty, but shall not have authority to question or rule on the obligation of the employee to perform the task.

6. Expedited Arbitration

A. The expedited arbitration procedure will be applicable only to disciplinary grievances. Both parties must agree to the submission of the grievance under the expedited procedure and either party may elect not to submit any disciplinary grievance to arbitration under the expedited procedure.

B. The submission to arbitration must meet the following criteria:

1. There is no procedural question such as arbitrability or due process; and
2. There is no claim alleging discrimination in violation of Section 3 of Article V of the Agreement between the parties; and
3. The only issue in a discharge or discipline case is whether the discharge or discipline was imposed for just cause.

C. In an arbitration case between the Company and the Union which is limited to a disciplinary penalty other than discharge, the following rules will apply:

1. There shall be no transcript of the hearing.
2. There shall be no post hearing briefs or other written arguments by the parties.

3. There shall be a thirty (30) minute recess before any closing oral arguments by the parties. Each party shall be limited to thirty (30) minutes for closing oral arguments followed by no more than fifteen (15) minutes for rebuttal following closing arguments.
- D. In any arbitration case between the Company and the Union which involves the disciplinary penalty of discharge, the following rules will apply:
1. There shall be no transcript of the hearing.
  2. Post hearing briefs may be submitted by either party; however, the intent by one party to submit a post hearing brief must be communicated to the other party prior to the closing of the hearing. Post hearing briefs shall be submitted within ten (10) working days following the close of the hearing.
  3. In the event that the parties decide not to submit post hearing briefs as outlined in (2) above, there shall be a thirty (30) minute recess before any closing oral arguments by the parties. Each party shall be limited to thirty (30) minutes for closing oral arguments followed by no more than fifteen (15) minutes for rebuttal following closing arguments.
- E. The arbitrator shall give an Award without an opinion. The Award shall consist of a summary statement of no more than two (2) pages which sets forth the basis of the Award. The arbitrator shall render such Award within two (2) weeks after the closing of the oral hearing in those cases where no post hearing briefs are involved.

In those cases where the parties elect to submit post hearing briefs as outlined in (6)(D)(2) above, the arbitrator shall render an Award within two (2) weeks following the receipt of the post hearing briefs.

F. Awards rendered under this procedure are non-precedential and cannot be cited in any future cases.

7. The fees and expenses of the arbitrator, as well as the cost of furnishing the hearing room, shall be borne equally by the Company and the Union.

If either party fails to appear before the arbitrator, without satisfactory explanation, that party shall forfeit its rights in connection with the dispute or disputes.

The powers of an arbitrator shall include the authority to render a final and binding decision with respect to any dispute brought before him/her, including the right to modify or reduce or rescind any disciplinary penalty, as defined above, imposed by the Company, but excluding the right to amend, modify or alter the terms of this Agreement.

Individuals who are covered by this Agreement do not have the right to invoke the arbitration procedure on their own initiative. The arbitration procedure can only be invoked by the Company on its behalf or the Union on behalf of the employees.

8. From the date of **the** 2007 – 2011 agreement forward, all grievances that the Company and Union agree to arbitrate must have an arbitrator selected within eighteen (18) months from the date of such agreement to arbitrate and must be arbitrated within twenty-four (24) months of the agreement date to arbitrate. In the event that the Union and Company mutually agree to arbitrate a case which is arbitrated outside this time limit, the maximum liability involving any back pay from the Company shall be capped at thirty (30) months.

## **ARTICLE XXIII STRIKES AND LOCKOUTS**

1. Neither the Union nor any official of the Union nor any employee will call, sanction, encourage or participate in any strike, sitdown, slowdown, employee demonstration or any other organized or concerted interference with work during the term of this Agreement. Any individual causing or taking part in any action contrary to the provisions of this Section shall be subject to disciplinary action including discharge at the discretion of the Company.
  
2. In the event that a grievance which has been processed through all of the respective steps of the grievance procedure as set forth in Article XXI remains unsettled, and the Company thereafter refuses to arbitrate the grievance, the Union may call a strike of all the employees whom they represent, but not a sitdown, slowdown, or any other organized or concerted interference with work, nor a strike of any unit smaller than all of the employees they represent. If the Union in the circumstances set forth in the sentence immediately preceding this shall call, sanction or encourage a strike among a group of employees which is smaller than the whole Bargaining Unit, such action shall be in violation of this Article, and the employees participating in such strike will be subject to discharge.
  
3. The Company shall not "lock out" employees at anytime while their grievance remains unsettled and is being processed through any of the respective steps of the grievance procedure set forth in Article XXI. This provision shall not be construed to limit the right of the Company to determine and schedule the work force as it requires nor the right to impose discipline prior to or while a grievance is being processed.

## **ARTICLE XXIV GENERAL PROVISIONS**

1. When it becomes necessary to inform an employee of a disciplinary action, the employee will be told that his/her Union Representative may be present, and his/her representative will be present when requested by the employee.
  
2. When an employee is called for service as a juror, he/she will be paid upon proof of service the amount of straight time earnings lost by him/her by reason of such service, up to a limit of eight hours per day and forty hours per week irrespective of shift. Similar pay as specified above will be granted to an employee who loses time from work because of his/her appearance in court pursuant to proper subpoena, except when he/she is either a plaintiff or defendant.

An employee officially notified that he/she must serve as a juror prior to the commencement of a scheduled vacation, will be permitted to reschedule such vacation. The time of such rescheduling shall be subject to his/her manager's approval. An employee will not receive both vacation pay and jury duty differential for the same period of time not worked.

3. Supervisors or salaried personnel will not perform work on any job within the Bargaining Unit except in cases of emergency or when no qualified employee is available or when instructing an employee.
  
4. Employees interested in changing shifts will have two (2) opportunities per year. These opportunities will consist of one (1) plantwide shift change and/or one (1) unit shift change as described below.
  - A. Employees interested in changing shifts will be offered one (1) opportunity per calendar year to submit a Plantwide Shift Change Request. This opportunity will be on a scheduled basis.



- 1). Anytime during the two (2) weeks preceding the **third** Monday in Fiscal January of each year, active employees may submit to the Hourly Placement Office their request to move and / or displace, seniority permitting, on a plantwide basis to the shift of their choice within their classification.
- 2). Requests must be submitted on the appropriate form and once submitted the employee will be required to move to the shift and area identified by the Hourly Placement Office if there is a corresponding Plant Wide Shift Change Request on file in Hourly Placement or a junior employee in the classification on the shift the senior employee is electing. Employees will not be given a choice of areas.
- 3). The shift change will take place on the **second** Monday in the fiscal month of **February** unless a different date is mutually agreed to by both the Company and Union. Employees will be notified of their new area and shift starting time.
- 4). Any employee due to move on the plantwide shift change who is absent on the move date will report to his/her new area and shift immediately upon return to work or re-engagement.
- 5). All requests, whether honored or not, are void after the plantwide change move date identified above and employees must submit a new request as identified in 4 (A) (1) above in order to be considered for future plantwide shift changes.

Note: Junior employees removed from the payroll for reasons other than lack-of-work are eligible to be displaced by a senior employee as long as the junior employee has not broken service at the time of the plantwide shift change opportunity.

- B. Employees interested in changing shifts will be offered one (1) opportunity per year to submit a unit shift change request.

Unit Shift Change Requests on file the second Monday in the fiscal month of July each year will be considered for movement if there is a corresponding Unit Shift Change Request on file or a junior employee within the unit in the classification on the shift the senior employee is electing.

Employees with Unit Shift Change Requests will be expected to provide written acceptance or refusals to offers within one (1) hour of the offer being made.

The shift change will take place on the fourth Monday in the fiscal month of July of each year.

All requests, whether honored or not, are void after each unit shift change move identified above and employees must submit a new request as identified above in order to be considered for future unit shift changes.

Note: Junior employees removed from the payroll for reasons other than lack-of-work are eligible to be displaced by a senior employee as long as the junior employee has not broken service at the time of the unit shift change opportunity.

- C. Employees will not be permitted to change their response to shift change offers once given to management.
- D. Employees who know they will be absent (but not removed from the active payroll) during the second fiscal week in July and who have previously submitted a unit shift change request must notify their Supervisor in writing of their desire to accept or refuse their unit shift change request should an offer be made.

Management (along with the area steward) will make a reasonable effort to contact employees who are unexpectedly absent at the time unit shift change offers are being made. If contact is

established, the employee's acceptance or refusal will be noted by area management and the area steward. If contact is not established after a reasonable effort, the request will be considered as refused.

5. All requisitions originated by Manufacturing will be filled by the Hourly Placement Office following their established practices regarding surplus, recall, upgrade or new hire.
6. Any question concerning the application or interpretation of a bonus or incentive plan may be instituted as a grievance subject to the full grievance procedure as outlined in Articles XXI and XXIII.
7. The Union will be furnished with a copy of the current Company policy relative to employees entering the Armed Forces.
8. An hourly paid employee who is absent from work solely because of the death and funeral of his or her spouse, child, stepchild, stepbrother, stepsister, foster child (if living in the employee's home), grandchild, stepgrandchild, parent, stepparent, grandparent, stepgrandparent, grandparent-in-law, brother, brother-in-law, sister, sister-in-law, spouse's brother-in-law or sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, **or legal guardian** will be compensated, on the basis of his/her average straight time earnings, for the time lost by him/her from his/her regular schedule by reason of such absence, for three days for each such absence and up to eight hours per day. In the event of death of the employee's spouse, child, parent or stepparent, stepchild or foster child, an additional two days paid absence (up to eight hours per day) shall be allowed. For the purposes of this provision, a same-sex domestic partner (as that term is defined in the GE Life, Disability and Medical Plan) shall be considered the equivalent of a spouse. This provision shall also apply to the deaths of comparable family members of the same-sex domestic partner.

9. An employee with thirty days or more of service credits attending annual encampments of or training duty in the Armed Forces, State or National Guard or U.S. Reserves shall be granted a military pay differential, computed as set forth below, for a period of up to seventeen days of such military service, during each calendar year. The employee shall be granted service credits for such seventeen day period or portion thereof during which he/she is absent. Such military pay differential shall be the amount by which the employee's normal straight time wages, calculated on the basis of a workweek up to a maximum of forty hours which the employee has lost by virtue of such absence, exceeds any pay received for such absence from the Federal or State Government, recalculated to exclude the Government pay applicable to Saturdays and Sundays. Saturdays and Sundays shall be counted in computing the seventeen day period. Such items as subsistence, rental and travel allowance shall not be included in determining pay received from the Government.

An employee with thirty days or more of service credits who does not exhaust the seventeen calendar day period during the calendar year for his/her annual encampment or training duty and who is required during the same calendar year to attend a weekend period of training shall be granted a military pay differential provided that the seventeen calendar day period of military service in the same calendar year is not exceeded. Such military pay differential shall be the amount by which the employee's normal straight time pay, calculated on the basis of a non-premium workday, up to a maximum of eight hours, which the employee has lost by virtue of such absence, exceeds any pay received for such day or days of absence from the Federal or State Government, recalculated to exclude the Government pay applicable to Saturdays and Sundays. Saturdays and Sundays shall be counted for the purpose of determining the extent to which the seventeen calendar days of military service have been utilized in the same manner as annual encampment or training duty.

An employee with thirty days or more of service credits, who is called out by the National Guard or the U.S. Reserves to perform temporary emergency duty (other than duty under an order by the President or

Congress activating members or units of the Reserves or National Guard) due to a fire, flood or domestic civil disturbance, or other such disaster will be paid a military pay differential calculated as described above, for the pay lost by reason of such emergency duty, for a period not to exceed eight weeks in any calendar year and shall be granted service credits for such absence up to eight weeks.

Employees will be permitted to take a vacation and attend a military encampment at separate times and be granted both vacation pay allowance and a military pay differential. However, an employee may not receive a vacation pay allowance and a military pay differential for the same period. An employee may, however, receive a military pay differential for the period, if any, by which the time spent in such encampment exceeds such vacation, but not exceeding the maximum specified above.

An employee who has less than thirty days of service credits may also be absent for the reasons and periods set forth above without deduction of service credits for such absence, but shall not be eligible for the military pay differential.

10. Employees returning to work following an absence because of personal illness or injury and who are able to perform the work will, seniority permitting be returned to their former job classification, job rate, shift and surplus group.
  - A. If their seniority does not permit them to return as described above, they will be returned to their former job classification, job rate and surplus group provided the area has not surplussed employees with more seniority since being processed on personal illness.
  - B. When their seniority allows them to return to their surplus group but not their former shift, they will be returned to the same shift as the junior employee in the surplus group.

- C. When seniority does not permit an employee to return as above, such employee will be placed in the same manner as a surplus employee in accordance with Article XIII, Reduction of Forces and Increasing Forces, provided such employee is able to perform the work.

11. Sick and Personal Pay

- A. An employee with one or more years of continuous service, absent because of (a) Personal Business, or (b) personal illness for which weekly disability benefits are not payable under the General Electric Insurance Plan, or under Workmen's Compensation, will be paid Sick and Personal Pay for each absence of an hour or longer, up to the number of hours applicable in accordance with the following schedule:

CONTINUOUS SERVICE	MAXIMUM HOURS OF SICK AND PERSONAL PAY EACH CALENDAR YEAR
1 through <b>14</b> years	<b>24</b> Hours
15 through 24 years	32 Hours
25 years and over	40 Hours

Sick and Personal Pay for absences of an hour or longer shall be compensated based on the actual scheduled hours of work during which the employee was absent, not to exceed the above maximums based on continuous service.

An employee may seek approval from his/her Manager to utilize Sick and Personal Pay for absences due to a temporary layoff. Management approval, as provided herein, will not be unreasonably withheld. An employee is expected to notify his/her Manager in advance of the absence whenever possible, in order that the Manager may have an opportunity to arrange for a replacement or to reschedule the work.

## B. Accumulation of Sick and Personal Pay

An employee who has any unused Sick and Personal Pay remaining at the end of a calendar year may elect during the Open Enrollment Period of each year to accumulate such unused Sick and Personal Pay, up to a maximum of two hundred & forty (240) hours, and have such pay carried forward to the following calendar year for use in the event of approved absences. Absent such an election, all unused Sick and Personal Pay attributable to the current year will be paid as an allowance in February at the rates in effect during the pay period including December 31 of the prior calendar year including, if applicable, night shift bonus for employees who are regularly scheduled on a night shift. Notwithstanding anything to the contrary in Section (A), an employee who is otherwise eligible for short term disability benefits under the GE Life, Disability and Medical Plan may be retained at full pay during an extended absence due to illness or injury, to the extent possible, by combining any accumulated pay under this Section with Short Term Disability benefits. Such an employee may restore eligibility for Sick and Personal Pay earned and expended in a given year to the extent such pay was expended for an absence that was later determined to be covered by Short Term Disability or Workers' Compensation Benefits by repaying the net amount of pay received in the same calendar year. If an employee is unable to repay because of hardship, management may approve the employee's request to take time off without pay for subsequent absences which would otherwise qualify for payment of Sick and Personal Pay and are within the eligibility schedule set forth in Section (A).

**C. Rate of Pay**

The rate of pay applicable to absences covered under this Article will be the current normal straight time hourly earnings in effect at the time of the absence including night shift bonus for employees who are regularly scheduled on a night shift.

**D. Maximum Hours**

(1) The maximum Sick and Personal Pay hours payable for any one day of approved absence will be the number of hours in the employee's established regular daily schedule for the day of absence not to exceed his/her total eligibility.

(2) The maximum hours of Sick and Personal Pay payable to an employee in a calendar year will be the maximum number of sick and personal pay hours based on the employee's continuous service as stated in Section A.

(3) An employee working a regular daily schedule of not less than six (6) hours shall receive Sick and Personal Pay based on his/her regular daily schedule up to the Maximum Hours for which he is eligible under the table in Section A.

E. In addition, any unused Sick and Personal Pay up to a maximum of 240 hours carried over from the preceding calendar year, will be available for payment of approved absences.

F. When the hours of an employee's established regular daily schedule are changed to less than six (6) hours per day during the course of a calendar year, the maximum sick and personal pay hours payable to such employee for that calendar year will be adjusted by determining the proportion of the maximum sick and personal pay hours used by the employee prior to such change, (based on the regular daily schedule of work hours in effect before



the change) and then reducing by the same proportion the employee's revised maximum hours based on the regular daily schedule of work hours in effect after the change.

- G. When an employee is terminated because of a plant closing or the sale of a business to a successor employer and the successor employer does not have a similar Sick and/or Personal Pay benefit, the employee will receive an allowance in lieu of any unused sick and/or personal hours. Similarly, an allowance in lieu of any unused sick and/or personal hours will be paid if an employee retires, dies, breaks continuity of service due to layoff or is approved for a leave of absence of twelve (12) months or more. Such allowance will be paid the earlier of termination or twelve (12) months following removal from the active payroll.

## **ARTICLE XXV JOB AND INCOME SECURITY**

### **1. Definitions**

- A. The terms "plant closing" and "to close a plant" mean the announcement and carrying out of a plan to terminate and discontinue either all Company operations at the Evendale, Ohio plant or those Company operations at the Evendale, Ohio plant which would result in the termination of all employees represented by the Union when these employees do not have displacement rights.

Such terms do not refer to the termination and discontinuance of only part of the Company's operations at the Evendale Plant, except as specifically provided in the paragraph above, nor the termination or discontinuance of all of its former operations coupled with the

announced intention to commence there either larger or smaller other operations. Any employees released by such latter changes will be considered as out for lack of work and will be subject to provisions applicable to those on layoff.

Also, such terms do not refer to the transfer or sale of such operations to a successor employer who offers continued employment to Company employees. Company employees who are not offered continued employment by the Company or by the successor employer will be considered as out for lack of work and will be subject to provisions applicable to those on layoff.

- B. The term "plant closing date" means the day when benefits for and terminations of represented employees begin because of a plant closing.
- C. The terms "transfer of work," "to transfer work," and "work transfer" mean the discontinuance of ongoing work at the Evendale Plant coupled with the assignment of the same work to a different location, including subcontracting the same work to another employer, if such assignment of work would directly cause a decrease in the number of represented employees performing such work at the Evendale Plant.
- D. The term "robot" means a programmable, multifunction manipulator designed to move materials, parts, tools or specialized devices through variable programmed motions for the performance of a variety of tasks.
- E. The term "automated manufacturing machine" means a device for doing work which has programmable controllers (PC), numerical controls (NC), computer numerical controls (CNC) or direct numerical controls (DNC).

- F. The term "week's pay" as used in this Article XXV, shall be calculated by multiplying the higher of (a) his/her straight-time hourly rate (including any night-shift bonus) which he/she was paid during the last week worked by him/her or (b) his/her straight-time hourly rate (including any night shift bonus) which he/she was paid during the last full calendar week worked by him/her during the calendar year preceding the year in which his/her current layoff began, times the number of hours in the employee's normal work week, up to 40 hours.
- G. The term "Special Early Retirement Option Offset" shall have the meaning set forth in the GE Pension Plan.

## 2. Plant Closing

### A. General

- (1) Whenever the Company decides to close the Evendale Plant, the Company shall give notice of its decision to the Union and the employees concerned. Thereafter, as the Company, in the course of such plant closing, no longer has need for the work then being done by an employee, his/her employment by the Company may be terminated, subject to compliance with the provisions of this Section 2.
- (2) Each employee shall be given at least one week's advance notice of the specific date of his/her termination.

### B. Severance Pay

- (1) An eligible employee whose employment is terminated because of plant closing shall be entitled to Severance Pay in a lump sum, for which he/she is eligible as described below and the full vacation allowance for which he/she might have

qualified for the calendar year in which his/her employment is terminated and any other accumulated allowances due him/her, provided that after the announcement of intent to close the plant he/she:

- (i) continues regularly at work at the closing location until the specific date of his/her termination, or
  - (ii) fails to continue regularly at work until the specific date of his/her termination due to verified personal illness, leave of absence, or layoff.
- (2) An eligible employee will be similarly eligible for severance pay and his/her full vacation allowance if he/she was laid off or was placed on an approved illness or injury absence prior to the Company's announcement of intent to close a plant and continues on layoff, with protected service, or on illness or injury absence with protected service, until the location's plant closing date.
- (3) Also eligible for Severance Pay under this Section 2(B) are former employees of a closed location who in the period from 18 months to 12 months prior to the location's plant closing date were laid off and who broke service prior to such date. Except as provided in this paragraph, such former employees are ineligible for any other benefits payable to active employees affected by a plant closing. The payment of Severance Pay as described herein shall not serve to restore service or otherwise affect the benefit status of such former employees.
- (4) Such employee may request that his/her date of termination be advanced so that he/she can accept other employment and management will give due regard to this request.

(5) Notwithstanding the provisions of this Section 2, an employee who is affected by plant closing may elect, prior to the specific date of his/her termination for plant closing, to be placed on lack of work status. In such event, the employee will be paid benefits under Section 6 below, in lieu of any and all of the benefits set forth in this Section 2.

(6) Computation of Severance Pay

(i) An employee with one or more but less than fifteen years of continuous service will, in accordance with the provisions set forth above, be eligible for Severance Pay computed on the basis of one and one-half week's pay for each of the employee's full years of continuous service plus  $\frac{3}{8}$  of a week's pay for each additional three months of continuous service at the time of termination; provided that the amount of the Severance Pay benefit as computed under this paragraph shall be subject to a minimum benefit equal to four weeks pay.

(ii) An employee with fifteen or more years of continuous service will, in accordance with the provisions set forth above, be eligible for Severance Pay computed on the basis of two week's pay for each of the employee's full years of continuous service plus one-half of a week's pay for each additional three months of continuous service at the time of termination.

(7) Deferral Election

An employee who elects to receive Severance Pay in a lump sum may elect to defer payment of half or all of the lump sum until the first month of the year following his/her termination because of a plant closing. Once made, such election will be irrevocable. Payment shall be made to the estate of any

employee electing to defer payment under this Section 2(B)(7) if such employee dies before payment has been made.

### C. Employment Assistance Program

To assist employees terminated because of a plant closing to find new jobs and to learn new skills, management will establish an Employment Assistance Program following announcement of a decision to close a plant. The Employment Assistance Program will include job placement assistance and education and retraining assistance.

#### (1) Job Placement Assistance

- (i) Job Placement Assistance will include job counseling as well as job information services. Examples of such services are counseling in job search and interviewing techniques, identification and assessment of skills, and employment application and resume preparation as well as providing employees information on placement opportunities.
- (ii) Union involvement will be encouraged in these activities and management may also use the expertise and resources of public and private agencies in providing these services.
- (iii) Two employee representatives designated by the Union will each be paid by the Company at their respective rate then prevailing, for approved absences from work up to a total of eight hours per week to work with management in the establishment and operation of the Employment Assistance Program.

(2) Education and Retraining Assistance

- (i) An employee with one or more years of continuous service who is terminated as a result of a plant closing will be eligible to receive Education and Retraining Assistance for courses approved by the Company which contribute to or enhance the employee's ability to obtain other employment provided that the employee begins the approved course within one year following termination. Approved courses will normally be given at schools which are accredited by recognized regional or state accrediting agencies and may include:
  - o Occupational or vocational skill development;
  - o Fundamental reading or numerical skill improvement;
  - o High school diploma or equivalency achievement; and
  - o College level career oriented courses.
  
- (ii) An employee will be reimbursed up to a maximum of twelve thousand five hundred dollars (\$12,500) for authorized expenses which are incurred within three years following termination provided a passing grade is received in the course. Authorized expenses include verified tuition, registration and other compulsory fees, costs of necessary books, and other required supplies. However, if tuition or other authorized expenses are covered by government benefits, other employers, or scholarships, the Company reimbursement will not apply to that portion covered by such other plan.
  
- (iii) An employee who elects to receive benefits under the Income Extension Aid layoff option in lieu of benefits

under the Plant Closing section of this Article will not be eligible for Education and Retraining Assistance.

D. Optional Local Plant Closing Termination Agreement

Because the circumstances in plant closings will vary in terms of employment and timing, as well as other considerations, the Union and management may negotiate a Special Agreement covering the plant closing termination procedure for employees represented by the Union. Any such agreement shall be in writing.

3. Retraining and Readjustment Assistance

A. Rate Guarantee

An employee whose job is directly eliminated by a transfer of work, the discontinuance of a discrete, unreplaced product line, the introduction of a robot, or the introduction of an automated manufacturing machine shall be paid on any job to which transferred or recalled in the plant at a rate not less than the regular hourly rate of the job eliminated for up to seventy-eight (78) weeks immediately following the original transfer or layoff. In the event that an employee is displaced due to a reduction in force within six months of the Company's decision to subcontract work that would otherwise have been performed by the employee had it not been subcontracted, and where such decision did not reduce the number of represented employees performing ongoing work at the time, such subsequently displaced employee shall be eligible for rate guarantee under this Section 3(A), effective at the time of displacement.



## B. Special Retirement Bonus

### (1) Election

An employee who is age sixty (60) or older with fifteen (15) or more years of continuous service and is assigned to a job classification which the Company has announced is expected to be directly adversely affected by a transfer of work, the discontinuance of a discrete, unreplaced product line, the introduction of a robot, or the introduction of an automated manufacturing machine may elect to be considered for termination with a Special Retirement Bonus. This election shall be made within fifteen (15) days following the Company announcement of its decision involving the transfer of work, the discontinuance of a discrete, unreplaced product line, introduction of a robot, or introduction of an automated manufacturing machine which is expected to result in the elimination of certain jobs.

### (2) Procedure

Eligible employees electing this option will be designated by their seniority for a Special Retirement Bonus. A termination under this option will be effective and the Special Retirement Bonus will be paid when a job in the particular job classification to which the eligible employee is assigned is directly eliminated by the previously announced transfer of work, the discontinuance of a discrete, unreplaced product line, introduction of a robot, or introduction of an automated manufacturing machine, which directly results in a net reduction in the total number of employees working in that same job classification.

(3) Special Payment

This Special Retirement Bonus shall be **\$18,000**.

(4) Indirect Bonus Eligibility

In the event that the number of eligible employees electing this option is less than the number of employees directly adversely affected by the Company's announced action, opportunities to elect Special Voluntary Layoff Bonus under Section 4(C) shall arise, up to the number of positions directly adversely affected by the transfer of work, the discontinuance of a discrete, unreplaced product line, the introduction of an automated manufacturing machine. To be eligible an employee must be in a classification that is reduced due to displacement as a result of an announced Company action described above, and otherwise meets the criteria established in Section 4(C). Such displacement is hereby deemed to be a reduction of force of indefinite duration.

C. Special Placement Procedure

(1) Election

An hourly rated employee whose job is directly eliminated by a transfer of work, the discontinuance of a discrete, unreplaced product line, the introduction of a robot, or the introduction of an automated manufacturing machine may request a Special Placement from the eliminated job in lieu of placement, displacement or layoff under the regular layoff and rehiring procedure. The Special Placement request must be made within two (2) working days following notification to the employee of the regular placement, displacement or layoff.

(2) Placement

- (i) If a timely request is made, an eligible employee shall be placed, or displace with seniority, on an available equal or lower rated job classification if the employee has the necessary minimum qualifications for the job; provided the Special Placement would be on a higher rated job than that provided by the regular placement.
- (ii) If an eligible employee who has made a timely request is unable to be placed under Section 3(C)(2)(i) above, such employee shall be placed, or displace with seniority, on an equal or lower rated job up to the top of the one month progression schedule without regard to the regular minimum qualifications for the job; provided the Special Placement would be on a higher rated job than that provided by the regular placement.
- (iii) An employee placed under this Section 3(C) is required to achieve normal performance within the time period of the regular progression schedule.

D. Optional Local Retraining and Placement Agreement

Whenever the Company announces a transfer of work, the discontinuance of a discrete, unreplaced product line, the introduction of a robot, or the introduction of an automated manufacturing machine, the Local Union and local management may negotiate a Local Retraining and Placement Agreement.

## E. Preferential Placement

### (1) Eligibility

An employee: (i) eligible for Severance Pay under Section 2, or (ii) eligible for Income Extension Aid ("IEA") resulting from being displaced and subject to layoff in the immediate chain of displacement resulting when a job is directly eliminated by a transfer of work, the discontinuation of a discrete, unreplaced product line, the introduction of a robot, or the introduction of a automated manufacturing or office machine, or (iii) who **has spent six (6) months** on protected service due to layoff may elect, prior to the employee's termination for plant closing or layoff **per (i) and (ii) above**, or **after six (6) months** on protected service due to layoff, and up to thirty (30) days thereafter **per (iii) above** (except where the laid off employee has elected to receive his/her IEA in lump sum), to be placed in a Preferential Placement status.

### (2) Election Procedure

To elect Preferential Placement the employee shall designate up to ten (10) domestic General Electric Company manufacturing plant, service shop or distribution center locations within the **four-year** eligibility period on forms provided exclusively by the Company. Effective January 1, 2004, the term "locations" used in the prior sentence shall be construed for the sole purpose of this paragraph to include like locations maintained by GE affiliates participating in the Job and Income Security Plan for Hourly Employees and the Job and Income Security Plan for Nonexempt Employees. This election will not affect an individual's continuity of service. Individuals otherwise eligible for Preferential Placement under Section 3(E)(1)(i) and Section 3(E)(1)(ii) above, and who have made this election, will be placed in

Preferential Placement status either; (i) on their designated termination date for plant closing, or (ii) on their layoff date. Individuals eligible for Preferential Placement under Section 3(E)(1) (iii) and who have made this election, will be placed on Preferential Placement on their service break date. Individuals otherwise eligible for Preferential Placement pursuant to Section 3(E)(1)(i) or Section 3(E)(1)(ii) above may request, following the conclusion of decision bargaining, that their plant closing or layoff date be advanced in order to assume Preferential Placement and accept Placement prior to their anticipated plant closing or layoff date. Local management shall give due regard to such request. Locations can be added to the employee's list to reach the ten (10) limit, but no listed locations can be eliminated and replaced or substituted for (even if closed).

(3) Placement Standard

Individuals in Preferential Placement status will be given preference, to the extent practical, over new hires for job openings at the locations designated by them in order of their length of continuity of service when they possess the necessary job qualifications established by the hiring location. The term "necessary job qualifications" shall be applied based on the upgrade standard for jobs above entry level. For entry level jobs in the One Month Progression Schedule the term "necessary job qualifications" shall be the standard a current employee at the location must meet to be placed in the entry level job.

Notwithstanding the preceding paragraph, Preferential Placement candidates applying for entry level positions in the One Month Progression Schedule with 25 years or more of continuous service shall be provisionally placed in such positions for up to three months. Such candidate must either

demonstrate satisfactory progress in performing the entry level duties or perform such duties at a fully satisfactory level by the end of this provisional placement period. Failure to so demonstrate or perform will result in the candidate's removal from provisional placement. The candidate will then continue in Preferential Placement status as if such provisional placement had not occurred. The administrative removal of provisionally placed Preferential Placement candidates shall not be subject to arbitration.

(4) Benefits While in Preferential Placement Status

Except for employees electing Preferential Placement pursuant to Section 3(E)(1)(iii) above, while in Preferential Placement status, an eligible employee will be paid IEA or IEA-type layoff benefits under the procedures set forth in Section 4(B)(1)(i) of this Article up to the amount, as applicable, of either; (i) the employee's eligibility for Severance Pay under Section 2(B)(6) of this Article or, (ii) the employee's eligibility for IEA under Section 4(A)(1) of this Article. For those employees affected by a Plant Closing, if at the end of the thirty (30) day period the employee does not elect to participate in Preferential Placement, the amount of Severance Pay available under Section 2, less any amount paid in IEA-type benefits, will be paid in lump sum and the employee will terminate service. Such payments shall be in lieu of any and all other benefits set forth in the applicable Section 2 or Section 3 of this Article; provided, however, that an eligible employee affected by a plant closing may receive reimbursement for authorized expenses incurred pursuant to Section 2(C)(2) respecting courses registered for within one year, and completed within three years, of the employee's scheduled plant closing date, and an eligible employee electing Preferential Placement from layoff status is eligible to participate in the Individual Development Program.

(5) Seniority

Individuals placed or re-employed under this Section 3(E) will have seniority for the purpose of subsequent layoff, recall, upgrading and other seniority purposes at their new location based upon the established seniority procedures and practices at their new location. Once placed through Preferential Placement, an employee will not be eligible for recall to his/her former location except in the event he/she is laid off or terminated by a plant closing at his/her new location. If laid off or terminated due to plant closing at the location at which he/she was placed, recall rights will be reinstated for the remainder of the original recall period.

(6) Relocation Assistance

If an individual who elected Preferential Placement is placed or re-employed under this Section 3(E) within three (3) years from, as applicable, that individual's designated date of termination for plant closing, layoff date, or service break date for those breaking service after twelve (12) months on protected service due to layoff, that employee shall be eligible for reimbursement for substantial reasonable and necessary relocation expenses to the new location up to a maximum of **\$4,000** for individual employees without dependents or **\$8,000** for employees with dependents living in the employee's home (as verified by federal income tax returns). An eligible individual who has elected Preferential Placement is eligible for reimbursement of documented expenses up to **\$ 275** per visit incurred for the purpose of attending approved selection procedures established by the designated locations.

(7) Residual Benefits

Except for employees electing Preferential Placement pursuant to Section 3 (E)(1)(iii) above, if an employee who elected Preferential Placement is not placed or re-employed by the Company within one year from that individual's designated date of, as applicable, (i) termination for plant closing or (ii) layoff, that individual will, as appropriate, be deemed either: to have been terminated as of that individual's respective date of termination for plant closing and paid the Severance Pay the individual would have received under Section 2(B)(6) if the Preferential Placement status had not been elected, less any IEA-type benefits paid under 4 of this Section 3(E), or break service and be paid any remaining IEA under Section 4(A)(1), less any IEA benefits paid under paragraph 4 of this Section 3(E). If placed or re-employed from Preferential Placement status, weekly IEA-type or weekly IEA layoff benefits need not be repaid in order to restore eligibility for future layoff benefits based on prior service.

(8) Termination of Preferential Placement Rights at a Selected Location

An individual on Preferential Placement shall administratively forfeit placement opportunities at a selected location for repeated failure to make good faith efforts to respond to opportunities for placement consideration. Examples of such failure include:

- Rejecting an interview or offer of employment
- Failing to respond to a scheduled selection procedure without adequate notice

(9) Termination of Preferential Placement Status



Preferential Placement status will terminate upon the earlier of any of the following occurrences:

- (i) Recall at the work location that gave rise to the Preferential Placement status prior to placement,
- (ii) Placement at a designated Preferential Placement location,
- (iii) Acceptance of a job offer and failure to report as scheduled without satisfactory explanation,
- (iv) Refusal of three preferential placement job offers,
- (v) The lapsing of **four** years since the election of this status.

Individuals placed under this Section 3(E) and thereafter laid off within eighteen months may, notwithstanding normal eligibility requirements, elect Preferential Placement.

#### 4. Income Extension Aid

##### A. Computation of Income Extension Aid

- (1) An employee with one or more years of continuous service will, in accordance with the provisions hereinafter set forth, have available Income Extension Aid computed on the basis of one week's pay for each of the employee's full years of continuous service plus 1/4 of a week's pay for each additional 3 months of continuous service at the time of layoff.

**An employee with at least six months but less than one year of continuous service will, in accordance with the provisions hereinafter set forth, have available a total of two (2) weeks pay for Income Extension Aid.**

- (2) If the amount of Income Extension Aid available to any employee as computed in Subsection (A) (1) has been reduced by payments under any of the options below, then, providing he/she has returned to work from layoff, the total amount available as described in Subsection (A) (1) shall be automatically restored. This Subsection (2) shall not apply where payments have been made under Section 4 (B) (1) (iii) or under Plant Closing Section 2 where the employee is rehired within 6 months of termination, except that when an employee makes repayments of benefits paid under such Section 4 (B) (1) (iii) or Section 2, this Subsection (A) (2) shall apply when he/she returns to work with respect to a subsequent layoff.
- (3) Minimum Benefit

The amount of the Income Extension Aid benefit as computed under Section 4 (A) (1) shall be subject to a minimum benefit equal to 4 weeks' pay, **except for employees with at least six months but less than one year continuous service, who shall have available a total of two (2) weeks pay.** An employee laid off while in the process of service restoration under Article XV, Section 2(C) shall qualify for the minimum benefit so long as his or her total service credits (including credits not yet restored) equal 12 months.

## B. Benefits Available at Layoff

- (1) An eligible employee laid off for lack of work may elect from the following:
  - (i) The employee, while on layoff from the Company and so long as he/she is unemployed, may elect to receive a weekly payment from the Income Extension Aid payable to him/her, in such amounts and upon such conditions as set forth in this subsection.

Prior to the exhaustion of his/her entitlements to federal and state unemployment compensation benefits, the weekly payment shall be in that amount (if any) which, when added to the total federal and state unemployment compensation benefits received for that week, equals seventy-five percent of his/her weekly pay as defined in Section 1 (F), provided, however, that payment shall be made only if the employee has applied for and received unemployment compensation benefits for that week and only if he/she has provided the Company with satisfactory proof of the total of such benefits received for the week. In the event an employee seeking benefits under this Section 4 is denied unemployment compensation payment in whole or in part, solely because of a disability arising more than 31 days following layoff rendering the employee unable to work, or due to the receipt of public or private retirement income, because of insufficient earnings to establish unemployment compensation eligibility or because unemployment compensation benefits have been exhausted for the base year, that employee shall be entitled to weekly IEA payment as though there had

been no such unemployment compensation disqualification.

After exhaustion of his/her entitlements to federal and state unemployment compensation benefits, the weekly payment shall be in that amount which equals seventy-five percent of his/her weekly pay as defined in Section 1(F). Payments shall be made only if the employee certifies that he/she is still unemployed and they shall continue only until the full amount for which the employee qualifies under Section 4(A) is paid.

Payments (in such amount and upon such conditions as set forth above) may also be made to an employee on layoff while he/she is unemployed and attending a recognized trade or professional school or training course under the GE Individual Development Program, attendance at which makes him/her ineligible for state or federal unemployment compensation benefits. Percentage changes referenced in this Section 4(B)(1)(i) shall be effective 10/1/97.

- (ii) In any event, at the end of one year on layoff, or upon termination of continuity of service due to voluntary retirement, any balance in the Income Extension Aid available to him/her not therefore paid will be paid in a lump sum to the employee.
- (iii) As a special option, an employee may, with the approval of local management, which approval shall not be unreasonably withheld, elect to receive the total amount of Income Extension Aid and any vacation or other accumulated allowances due, and at the time of such payment, terminate employment and thus forego recall rights.

- (2) Income Extension payments made under Subsections (B) (1) (i) and (ii), above, shall not affect service credits previously accumulated, continuity of service and recall rights. It will not be necessary for an employee to repay any Income Extension Aid payable under said Subsections (B) (1) (i) and (ii) above.
- (3) In the event an employee elects, as provided for in Section 7 (A) of Article XVII, Vacations, of this Agreement with respect to a scheduled shutdown period, to take the time off without pay as though on a temporary layoff, the employee shall not be eligible for Income Extension Aid for that scheduled shutdown period.

#### C. Special Voluntary Layoff Bonus

Whenever the Company announces an indefinite reduction in force, a Special Voluntary Layoff Bonus opportunity will exist. To be eligible an employee must be age sixty (60) or older, have fifteen (15) years of continuous service, be in a specific job classification directly adversely affected and must have filed a request to be considered at least fifteen (15) days in advance of the announcement of the indefinite reduction in force. To the extent such requests exceed the number of affected jobs in each classification, selection will be on the basis of seniority. Alternatively, in the event that the number of eligible employees electing this option is less than the number of employees directly adversely affected, secondary opportunities, up to the total number of positions directly adversely affected, shall be available to eligible employees in classifications affected by displacements resulting from the indefinite reduction in force. Employees selected for a Special Voluntary Layoff Bonus must confirm their acceptance immediately following the Company's offer of the Special Voluntary Layoff Bonus. Employees accepting a Special Voluntary Layoff Bonus will receive a lump sum payment of **\$18,000** in lieu of any

other payment under this Article and will terminate service with the Company.

## 5. Notice, Bargaining and Information Requirements

This Section sets forth the full obligations of the Company with regard to notice, bargaining with and information to the Union concerning plant closing, work transfer, subcontracting and the installation of robots or automated manufacturing machines.

### A. Plant Closing

#### (1) Notice

The Company will give notice of its intent to close a manufacturing plant, service shop or distribution center a minimum of one (1) year in advance of the plant closing date to the Union and to employees concerned. Such notice will identify the date when terminations of represented employees because of the plant closing are expected to begin.

#### (2) Bargaining

If the Union requests decision bargaining within ten (10) working days following a Company notice of intent to close a manufacturing plant, service shop or distribution center, the Company will be available to meet with the Union within five (5) working days of such request and the bargaining period shall continue for up to sixty (60) calendar days from the date of the Company notice of intent to close the plant unless this period is extended by mutual agreement. The Company will make a decision whether or not to close the plant after this bargaining period.

(3) Information

If information is requested by the Union for bargaining provided for in Section 5(A)(2) of this Article, the Company will promptly make the following information available to the Union for such bargaining. This information will specifically include the express reason(s) for intending to close the plant and, where employment cost is a significant factor, the related wages, payroll allowances and employee benefits expenses of represented employees at the plant intended to be closed. This information will be treated as confidential by the Union.

B. Transfer of Ongoing Production Work

(1) Notice

The Company will give notice of its intent to transfer ongoing production work a minimum of six (6) months in advance of the effective date of the work transfer to the Union. Such notice will include identification of the work to be transferred, the expected decrease in the number of represented employees as a direct consequence of the transfer of work and the anticipated date of the transfer of work.

(2) Bargaining

If the Union requests decision bargaining within ten (10) working days following a Company notice of intent to transfer ongoing production work, the Company will be available to meet with the Union within five (5) working days of such request and the bargaining period shall continue for up to sixty (60) calendar days from the date of the Company notice of intent to transfer the work unless the period is extended by mutual agreement. The Company will make a decision

whether or not to transfer such work after this bargaining period.

(3) Information

If information is requested by the Union for bargaining provided for in Section 5(B)(2) of this Article, the Company will promptly make the following information available to the Union for such bargaining. The information will specifically include the express reason(s) for intending to transfer the work. Where cost is a significant factor, in the Company's intent to transfer the work, the Company will provide the Union with a cost comparison between the production cost of the work to be transferred and the projected cost to the Company of having the work performed elsewhere. Likewise, the Company will also provide the related wages, payroll allowances and employee benefits expenses of represented employees for the work intended to be transferred and of their counterparts who would be assigned the work. This information will be treated as confidential by the Union.

C. Transfer of Nonproduction Work

(1) Notice

The Company will give notice of its intent to transfer nonproduction work, or subcontract nonproduction work at the same plant location or elsewhere if such subcontracting of work would directly cause a decrease in the number of represented employees performing such work, a minimum of sixty (60) calendar days in advance of the effective date of the work transfer or subcontracting to the Union. In the case of transfers of work or subcontracting that would directly cause a decrease of more than 50 of represented employees performing such work, the notice period will be six (6) months.



Such notice will include identification of the work to be transferred or subcontracted, the expected decrease in the number of represented employees as a direct consequence of the transfer of work or subcontracting and the anticipated date of the transfer of work or subcontracting.

(2) Bargaining

If the Union requests decision bargaining within ten (10) working days following a Company notice of intent to subcontract or transfer nonproduction work, the Company will be available to meet with the Union within five (5) working days of such request and the bargaining period shall continue for up to forty-five (45) calendar days from the date of the Company notice of intent to subcontract or transfer the work unless this period is extended by mutual agreement. This bargaining period shall continue for up to sixty (60) days instead of forty-five (45) days in cases where the subcontract or transfer of nonproduction work would directly cause a decrease of more than fifty (50) represented employees performing such work. The Company will make a decision whether or not to subcontract or transfer such work after this bargaining period.

(3) Information

If information is requested by the Union for bargaining provided for in Section 5(C)(2) of this Article, the Company will promptly make the following information available to the Union for such bargaining. The information will specifically include the express reason(s) for intending to subcontract or transfer the work. Where cost is a significant factor, in the Company's intent to transfer the work, the Company will provide the Union with a cost comparison between the cost of the nonproduction work to be transferred and the projected

cost to the Company of having the work subcontracted or performed elsewhere. Likewise, the Company will also provide the related wages, payroll allowances and employee benefits expenses of represented employees for the work intended to be subcontracted or transferred and of their counterparts who would be assigned the work. This information will be treated as confidential by the Union.

D. Installation of Robots or Automated Manufacturing Machines

With respect to the installation of robots or automated manufacturing machines, the Company will give a minimum of sixty (60) days' notice to the Union before the use of a robot or an automated manufacturing machine in a work area. Such notice will include a description of the function of the device, identification of the work involved, the expected decrease in the number of represented employees as a direct consequence of the use of the device and the anticipated date of the use of the device.

E. The Company will notify the Union in writing of its decision to utilize a subcontractor to perform work of the type regularly performed by bargaining unit employees, where the work will be done by a subcontractor at another location and there is no decrease in the number of represented employees performing like work. The notice will give a general description of the work and state the express reasons for subcontracting the work.

6. Job Preservation

(A) Decision Bargaining Guarantee

In the event the Company announces its intention to close a plant under Section 5(A), and following decision bargaining the Company retracts or modifies its announced intention based on a counter-proposal offered by the union to preserve jobs, such preserved jobs

shall be excluded from further impact under Section 5(A) for the earlier of three years or the duration of this Agreement and, in any case, for at least 12 months. In the event the Company announces its intention to transfer Ongoing Production Work under Section 5(B), or transfer Nonproduction Work under Section 5(C) and, following decision bargaining the Company retracts or modifies its announced intention based on a counter-proposal offered by the union to preserve jobs, such preserved jobs shall be excluded from further impact under Section 5(B) and Section 5(C) for the earlier of three years or the duration of this Agreement and, in any case, for at least **18** months. Following the expiration of the Contract, such preserved jobs shall be subject to subsequent announcements of intent and decision bargaining in conformance with Section 5.

(B) **Job Competitiveness and Growth Committee**

The Company recognizes the importance of job **growth and security** to the Union and acknowledges that subcontracting work, the introduction of enhanced technology, **and innovative manufacturing techniques**, while enabling the Company to succeed in the many competitive environments in which it operates, may result in a decrease in General Electric Company jobs. In order to balance competitive realities with the Union's interest in protecting **and growing** jobs, the Company and Union will establish a joint Job **Competitiveness and Growth Committee (C&G Committee)** at each Company location employing over **25** bargaining unit employees to meet and discuss issues such as:

- Opportunities for job creation
- Potential plant closing, outsourcing/subcontracting and work transfers, including situations where there is no direct decrease in the number of represented employees
- Training for anticipated technology changes
- **Education and collaboration on innovative manufacturing techniques**

- Work practices and local agreements to increase efficiency **and remove impediments to efficient operations**
- Investment plans and potential impact on jobs
- **Innovative manufacturing techniques**
- **Employee suggestions on process changes**
- **Marketplace and competitors**
- **Customer demands**
- **Labor costs**

The **C&G Committee** will meet on a quarterly basis. Union representation on the **C & G** Committee will be determined solely by the Union and will be restricted to a maximum of two representatives for the first **25** to 500 bargaining unit employees, and one for each additional 500 unit employees up to a maximum of six representatives in total. Such representatives will be compensated at their regular rate for up to four hours for time spent participating in the quarterly **C&G** Committee meetings. This **C&G** Committee structure is not intended to displace the workings of other on-going union-management activities, including the grievance procedure and the decision bargaining provisions of Article XXV, which exist at each plant location.

The Company and the Union mutually agree to **require** full participation in the **C&G** Committee discussions in order to preserve and create jobs. Recognizing that there may be some issues that would benefit from the presence of **other** representatives from the Company and the Union, the Company agrees to consider requests for participation by the Company and Union representatives at specific local **C&G Committee** meetings on key job **creation and competitive** issues identified by the Union.

It is recognized by the Company and the Union that locations not meeting the **25** employee threshold may have job preservation issues that would justify conducting job preservation meetings on a

periodic basis and **are encouraged to** hold such meetings where a need exists.

The Company and the Union recognize the value of holding periodic meetings at the business level to discuss the state of the business and future plans that may impact employees represented by the Union. To that end, the Company and the Union will develop a process to conduct semi-annual meetings at the business level for this purpose.

(C) Job Preservation Guarantee

In the event that the Company decides not to pursue potential outsourcing and work transfer opportunities reviewed in a Job **Competitiveness and Growth** Committee as a result of proposals made by the Union, the jobs that would have been directly impacted by the potential outsourcing or work transfer shall be excluded from further impact under Section 5 for the earlier of three years or the duration of this Agreement but, in any case, for at least 12 months provided the Company and the Union agree in writing on the specific jobs that were preserved by the Union's proposals.

7. Vested Rights Under Pension Plan

The receipt of Income Extension Aid, Severance Pay, or a rate guarantee will not affect any rights the employee may have under the Vesting Provision of the Pension Plan.

8. Lump Sum Payments

Service credits previously accumulated, continuity of service and recall rights will be lost upon receipt by the employee of an Income Extension Aid payment in lump sum under Section 4 (B) (1) (iii), special termination payments under this Article, or payment of Severance Pay under the Plant Closing Section 2. However, an employee eligible for such a payment,

who is within one year of reaching optional retirement at age 60 under the GE Pension Plan, shall retain such previously accumulated service credits and continuity of service until such employee reaches optional retirement age notwithstanding the receipt of such a payment unless the employee retires before electing optional retirement at age 60.

In the event of a subsequent rehire as a "new" employee within a period of time which does not exceed the length of prior service, service credits, and recall rights previously lost shall be automatically restored provided repayment of the Income Extension Aid is made by the employee within a reasonable time after rehire. No such repayment, however, shall be required if the rehire date is more than one year from the date of termination which resulted from the election of a lump sum payment under Section 4(B)(1)(iii) or the special termination payments under Section 3(B) or Section 4(C).

Service credits, continuity of service, and recall rights lost at termination upon receipt of payments under Plant Closing Section 2, shall be restored automatically without repayment in the event of subsequent rehire more than 6 months after such termination. An employee who having received payments under Plant Closing Section 2, is rehired 6 months or less after his/her termination and who has made arrangements satisfactory to the Company providing for repayment shall, during such time as he/she is not in default of such arrangements and for the purpose only of layoff and recall, be deemed to possess the service credits, continuity of service, and recall rights to be restored to him/her upon full repayment.

## 9. Non Duplication

If any part of an employee's continuous service is used as the basis for an actual payment under any of the options of the Income Extension Aid or Severance Pay arrangement, that part of his/her continuous service may not be used again for such purpose, either during that period of layoff or any subsequent period of layoff or plant closing, unless repayment has been made as provided in Section 8, above.

Where an indefinite reduction in force triggers eligibility for benefits under this Article, the designation of individuals who may exercise the benefits under this Article will be based on the integrated order of their seniority so that the number of employees electing benefits does not exceed the net number of positions eliminated.

Employees, eligible for a benefit under this Article either by designation or by election, may exercise only one severance or layoff benefit. Employees who have exercised the Special Early Retirement Option or Plant Closing Pension Option under the Pension Plan shall have the Special Early Retirement Option Offset deducted from any severance or layoff benefit otherwise due under this Article.

10. Other

The provisions of this Article shall not be applicable where the Company decides to close a plant or layoff an employee because of the Company's inability to secure production, or carry on its operations, as a consequence of a strike, slowdown or other interference with or interruption with work participated in by employees in the plant. However, the operation of this Section shall not affect the rights or benefits already provided hereunder to an employee laid off for lack of work prior to the commencement of any such strike, interference or interruption.

11. A grievance arising under this Article may be processed in accordance with the grievance procedure set forth in Article XXI. However, no matter or controversy concerning the provisions of this Article or the interpretation or application thereof shall be subject to arbitration under the provisions of Article XXII thereof, except by mutual agreement.

**ARTICLE XXVI  
ECONOMIC AND CONTRACT ISSUES**

This Agreement, the **2011-2015** Wage Agreement, and the **2011-2015** Memorandum of Agreement on Employee Benefits between the parties are intended to be and shall be in full settlement of all issues which were the subject of collective bargaining between the parties in collective bargaining negotiations in **2011**. Consequently, it is agreed that none of such issues shall be subject to collective bargaining during the terms of this Agreement and there shall be no strike or lockout in connection with any such issue or issues; provided, however, that this provision shall not be construed to limit or modify the rights of the parties hereto under Article XXI (grievance procedure) of this Agreement.

**ARTICLE XXVII  
DURATION OF AGREEMENT**

This Agreement shall be effective as of **June 20, 2011**, between the Company and the Union, and shall continue in full force and effect to and including the **21st day of June, 2015** and from year to year thereafter unless modified or terminated as hereinafter provided.

**Article XXVIII  
MODIFICATION AND TERMINATION**

- (a) If either the Company or the Union desires to modify this Agreement, it shall, not more than ninety (90) days and not less than sixty (60) days prior to **June 21, 2015**, or prior to **June 21** of any subsequent year, so notify the other in writing. Collective bargaining negotiations shall commence between the parties at an agreed-upon time and place following such notice for the purpose of considering changes in this Agreement. If settlement is not reached by **June 21, 2015, or prior to June 21 of any subsequent year**, following such notice of modification,



this Agreement shall continue in full force and effect until the tenth (10<sup>th</sup>) day following written notice given by either the Company or the Union of its intention to terminate such Agreement, during which time there shall be no strike or lockout. Such notice of intention to terminate under this subparagraph cannot be given until the expiration date of the Agreement has been reached.

- (b) Either the Company or the Union may terminate this Agreement by written notice to the other not more than ninety (90) days and not less than sixty (60) days prior to **June 21, 2015**, or prior to **June 21** of any subsequent year. Collective bargaining negotiations shall commence between the parties at an agreed-upon time and place following such notice for the purpose of considering the terms of a new agreement.
- (c) If neither notice of termination nor notice of modification is given by either party within the time frames referenced above, the Agreement shall continue in effect from year to year until such notice is given.

Signed the \_\_\_\_\_ day of \_\_\_\_\_, 2011

INTERNATIONAL UNION, UNITED  
AUTOMOBILE, AEROSPACE,  
AND AGRICULTURAL IMPLEMENT  
WORKERS OF AMERICA, LOCAL 647

GENERAL ELECTRIC  
COMPANY

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## **WAGE AGREEMENT**

This Wage Agreement is entered into this 20th day of June, 2011 between the General Electric Company, for its Plant located in Evendale, Ohio (hereinafter referred to as "Company") and the International Union, United Automobile, Aerospace and Agricultural Implement Workers, of America, for itself and in behalf of its Local 647 (hereinafter referred to as the "Union").

This Wage Agreement shall be in full settlement of all wage issues between the Company and the Union up to and including June 21, 2015.

The Company will provide general wage increases as follows:

### **1. General Increases**

<u>Effective Date</u>	<u>Increase</u>
June 20, 2011	See Accelerated Cash Payment.
June 25, 2012	Two and one quarter percent (2.25%) applied to rates in effect on June 24, 2012.
June 24, 2013	Two and one half percent (2.5%) applied to rates in effect on June 23, 2013.
June 23, 2014	Three percent (3.0%) applied to rates in effect on June 22, 2014.

### **2. Cost-of-Living Adjustments**

- (a) Cost-of-Living Adjustments effective on the dates shown below in the amount of one cent (\$.01) per hour for each full .071429 of one percent (.071429%) by which the National Consumer Price Index

for Urban Wage Earners and Clerical Workers (CPI-W; Base 1982-84 = 100), as published by the United States Bureau of Labor Statistics, increases in the applicable measurement period.

Effective Date	Measurement Period
December 19, 2011	June 2011 through October 2011
June 25, 2012	October 2011 through April 2012
December 24, 2012	October 2011 through October 2012*
June 24, 2013	October 2012 through April 2013
December 23, 2013	October 2012 through October 2013*
June 23, 2014	October 2013 through April 2014
December 22, 2014	October 2013 through October 2014*
April 20, 2015	October 2014 through February 2015

\*(While the measurement period for the Cost-of-Living Adjustment effective December includes the entire period from October through October, the adjustment shall be difference between the full amount calculated for the period and the amount of the Cost-of-Living Adjustment paid effective in June.)

- (b) No adjustment, retroactive or otherwise, shall be made in pay or benefits as a result of any revision which later may be made in the published figures for the Index for any month on the basis of which the cost-of-living calculation shall have been determined.
- (c) In the event that the Bureau of Labor Statistics issues a new or revised Index with either a conversion table, converted Index, or a conversion procedure by which the present formula can be made applicable to any change in said index, the Union and the Company agree to accept such conversion method. If no such conversion method is provided by the BLS following any revision of the Index, the parties will promptly undertake negotiations solely with respect to agreeing upon a substitute formula for determining a comparable Cost-Of-Living Adjustment, and failing agreement in such

negotiations, the Union shall, upon giving 10 days' written notice, have the right to strike solely with respect to such issue.

3. The wage increases described in 1 and 2 above shall constitute the amount by which each hourly rate shall be increased on the effective date specified in the amount and manner described.\*

\*Employees hired on progression after August 5, 1991, under the provisions of Article VIII, Section 5, will have their paid progression rates adjusted to maintain this same percentage of the new job rate.

4. Accelerated Cash Payment

As soon as practicable after June 20, 2011, eligible employees shall be paid a one-time, lump sum accelerated cash payment of five thousand dollars (\$5000).

Eligible employees are those full time employees who are on active payroll as of June 20, 2011, or, who were on active payroll prior to June 20, 2011 and who return to active payroll from layoff without loss of service credits or continuity of service by not later than October 1, 2011, or who are absent due to a Company-approved leave prior to June 20, 2011 and return to active payroll without loss of service credits or continuity of service by not later than December 31, 2011. If a full time employee on a Company-approved leave is unable to return to work by December 31, 2011, and the employee has a right to remain on leave and the reinstatement pursuant to an applicable law or regulation, such employee shall be eligible for the lump sum accelerated cash payment if the employee returns to active payroll on the next scheduled work day after the expiration of the leave and that return date is not later than June 24, 2012.

5. The Provisions of the Wage Agreement shall continue in full force and effect between the parties hereto, to and including June 21, 2015.

6. The following hourly classifications, job codes, job rate symbols and equivalent hourly rates are in effect as of **June 20, 2011** and supersede all previous hourly classifications, job codes, job rate symbols and equivalent rates:

a. Hourly Wage Rates:

JOB RATE SYMBOL	RATE IN EFFECT ON 6/20/11
3	\$25.180
4	25.280
5	25.365
6	25.505
7	25.630
8	25.765
9	25.900
10	25.975
11	26.145
12	26.380
13	26.635
14	26.960
15	27.330
16	27.715
17	28.295
18	28.785
19	29.640
20	30.515
21	31.725
22	32.745
23	33.675

24	35.165
25	36.215

b. Active Hourly Classifications, Job Codes and Job Rate Symbols:

Classification	Job Code	Job Rate Symbol
Inspector Technical *	E0210	R-23
Engine Tester	E1701	R-22
Welder - Production	E5703	R-21
Development Mechanic *	E4004	R-21
X-Ray Technician	E0329	R-21
Inspector - Developmental	E0202	R-21
Production Cell Machine Operator *	E4405	R-21
Heat Treat	E6601	R-20
Production Assembly Mechanic *	E4005	R-19
Inspector Allied Process	E0207	R-17
Heat Treat Services *	E6603	R-17
Heavy Mobile Equipment	E0968	R-17
Machine Varied	E2510	R-17
Multi Services *	E0601	R-16
Facility Services *	E0500	R-13

\* These classifications are the result of multi-skilling agreements and incorporated numerous machining, inspection and process elements.

c. Inactive Hourly Classifications, Job Codes and Job Rate Symbols:

Classification	Job Code	Job Rate Symbol
Inspector - Tool & Gage	E0204	R-23
Inspector - MMCA Varied	E0220	R-23
Assembler - Developmental	E4002	R-21
Multi-Machine S/U/O	E4403	R-21
Ultrasonic Specialist	E0324	R-21
Balance Machine S/U/O	E4702	R-20
Machine Turning	E2400	R-20
Machine Varied	E2710	R-20
Electron Beam Operator	E5706	R-20
Multi Skilled Machine Turning	E2401	R-20
Multi Skilled Machine Varied	E2711	R-20
Grinder Precision	E2931	R-19
Inspector - Electro Mechanical	E0223	R-19
Inspector - Line	E0201	R-19
Inspector Diversified	E0227	R-19
Sheet Metal Fabricator	E5800	R-19
Assembler	E4001	R-19
Grinder Hand - Fan Blades	E2903	R-19
Production Mechanic	E4003	R-19
Drill - Electro - Stream	E2700	R-18
Drill - Stem	E2709	R-18
Grinder Repetitive	E2930	R-17
Machine Turning	E2010	R-17
Press Operator	E3010	R-17
Sub-Assembler	E3900	R-17
Material Support	E0600	R-16
Processor	E5400	R-16
Inspector - Check & Correct	E0200	R-16
Box Maker	E6102	R-16
Codep	E5402	R-15
Facilities Service & Support	E0400	R-10



7. Nothing herein contained shall be construed to prevent the Company from changing the job rate of any of the foregoing classifications or eliminating them entirely if conditions so warrant or their content is changed, or of adding new classifications if conditions so warrant, and nothing herein shall be construed to prevent the Union from instituting grievances to adjust inequities in wage rates or to preclude the Union from instituting grievances if the Company changes any rates because of conditions listed above, and it is agreed that the Union may institute grievances as provided in Article XXI on the rates of any new classifications provided, however, that the establishment, elimination, or change of a job classification or a wage rate shall not be subject to arbitration.



**2011 MEMORANDUM OF AGREEMENT  
ON  
EMPLOYEE BENEFITS**

**G.E. AVIATION**

**EVENDALE, OHIO**

**AND**

**UAW LOCAL 647**

This Memorandum of Agreement entered into between the General Electric Company, GE Aviation (hereinafter referred to as "Company"), and UAW Local 647 (hereinafter referred to as "Union"), shall be applicable to and binding upon the Company, the Union and employees represented by the Union as set forth in the Union Recognition provision of the 2011-2015 Collective Bargaining Agreement between the parties.

- I. Year 2011 Benefit Plan Changes as Provided in Appendix B, Attached Hereto
- II. Incorporation of Benefit Plans

The Company shall continue to make available to employees represented by the Union, the benefit plans listed below\* with the changes set forth in Section I above, as they may be amended in accordance with their terms and as they are made available to represented eligible employees. Copies of the applicable revised General Electric Employee Benefits Summary Plan Description and Plan Documents will be given to the Union when available.

- A. GE Life Disability and Medical Plan
- B. GE Health Benefits for Production Employees
- C. GE Pension Plan
- D. GE Savings and Security Program
- E. GE Long Term Disability Income Plan (Hourly)
- F. GE Personal Accident Insurance Plan
- G. GE Dependent Life Insurance Plan (Hourly)
- H. GE Emergency and Family Aid Plan
- I. GE Individual Development Program
- J. GE Pensioners Hospital Indemnity Plan
- K. GE Long Term Care Insurance Plan
- L. GE A Plus Life Insurance Plan
- M. GE Medicare Insurance Plan for Part B Benefits
- N. GE Personal Excess Liability Insurance Plan
- O. GE Employee Product Purchase Plan

\*Included are alternative health options that are made available as a voluntary option to the listed plans and as the alternative health options are amended in accordance with their terms and offered to represented eligible employees; provided, however, that the Company shall maintain the benefit and cost-sharing provisions of the alternative health option known as Health Care Preferred (which shall be closed to as of January 1, 2012) for the term of this Agreement, except as otherwise agreed by the Company and its unions with which it has National Agreements.

- III. The claim of an employee concerning rights under the terms of these listed benefit plans may be processed in accordance with the grievance procedure as set forth in the collective bargaining agreement between the parties but shall not be subject to arbitration except by mutual agreement.
- IV. The Company and the Union, having negotiated concerning the subject of employee benefits, each waives the right to require that the other bargain collectively concerning any and all matters relating thereto during the term of this Agreement and agree that there shall be no employee

demonstration, strike or lockout in connection with such matters during the term of this Agreement.

V. Modification and Termination

The Memorandum of Agreement on Employee Benefits may be modified or terminated on the same basis as the 2011-2015 Collective Bargaining Agreement between the Company and the Union.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed to this Agreement by their respective duly authorized representatives this **23rd** day of **June, 2011**.

UAW LOCAL 647

G.E. AIRCRAFT ENGINES  
EVENDALE, OHIO

*Wayne Reynolds*  
*Gary Jordan*

*Rob Fritz*  
*Mark Coad*



Letter of Intent #1

June 20, 2011

Mr. Gary Jordan, Chairman  
Local 647 - U.A.W.  
10020 Reading Road  
Cincinnati, Ohio 45241

Dear Mr. Jordan:

As we indicated to you during contract negotiations it is the intent of the Company to hold a meeting for discussion of general subjects of mutual interest with the appropriate Department Manager(s) and area Committeeperson(s) at least once each quarter.

In addition to the quarterly meetings with the Department Manager, our intent is to provide the opportunity for discussion of general subjects with the Committeeperson(s) under the Section Managers on a monthly basis.

At the request of the President of Local 647 the Manager of UAW Union Relations will make appropriate arrangements for meetings with the appropriate Department Manager(s). At the request of Area Committeepersons the Human Resource Representative(s) under the Section Manager will make appropriate arrangements for Section Level Managers

Very truly yours,

*Mark Coad*

Mark Coad, Manager  
Union Relations - Evendale



Letter of Intent #2

June 20, 2011

Mr. Gary Jordan, Chairman  
Local No. 647 - U.A.W.  
10020 Reading Road  
Cincinnati, Ohio 45241

Dear Mr. Jordan:

During the term of the 2011-2015 Agreement, we will continue our practice of giving the affected employee a copy of all Conversation Reports.

Very truly yours,

*Mark Coad*

Mark Coad, Manager  
Union Relations - Evendale



Letter of Intent #3

June 20, 2011

Mr. Gary Jordan, Chairman  
Local 647 - U.A.W.  
10020 Reading Road  
Cincinnati, Ohio 45241

Dear Mr. Jordan:

As we indicated to you during our 2011 contract negotiations, it is the intent of the Company that permission to leave the plant because of claimed personal illness, without requiring the employee to visit the dispensary, will not be unreasonably withheld by the Supervisor.

Very truly yours,

*Mark Coad*

Mark Coad, Manager  
Union Relations - Evendale





Letter of Intent #4

June 20, 2011

Mr. Gary Jordan, Chairman  
Local No. 647 - U.A.W.  
10020 Reading Road  
Cincinnati, Ohio 45241

Dear Mr. Jordan:

As we indicated to you during our 2011 contract negotiations in discussion concerning staffing of the Evendale Medical Facility during weekday off shifts and weekend and holiday shifts, it is our intent to provide at least one registered nurse on duty for such periods when there is a minimum of 300 hourly employees scheduled to work such a shift.

Very truly yours,

*Mark Coad*

Mark Coad, Manager  
Union Relations - Evendale



Letter of Intent #5

June 20, 2011

Mr. Gary Jordan, Chairman  
Local No. 647 - U.A.W.  
10020 Reading Road  
Cincinnati, Ohio 45241

Dear Mr. Jordan:

In response to a question raised during our 2011 contract negotiations, it was mutually agreed that in the case of employees on temporary lack of work occurring prior to their lunch period; and if no work within their classification is expected by their lunch period, the employees may elect to go home. If the lack of work occurs after the lunch period and no work is expected by the end of their shift, the employees may elect to go home.

It is understood that people who elect to go home do so of their own choice and the Company will incur no further liability as a result of their leaving work. This would include situations where work is offered within the first four hours of the shift. The foregoing shall not be construed to alter or modify any provision or article of the contractual agreement between the parties.

Very truly yours,

*Mark Coad*

Mark Coad, Manager  
Union Relations - Evendale



Letter of Intent #6

June 20, 2011

Mr. Gary Jordan, Chairman  
Local 647 - U.A.W.  
10020 Reading Road  
Cincinnati, Ohio 45241

Dear Mr. Jordan:

It has been mutually agreed that in the administration of Article VI, Paragraph 11, (Division of Overtime) when qualified employees are not provided their normal opportunity for an overtime assignment due to erroneous scheduling, they will be offered the opportunity to work an equal number of like overtime hours within sixty days after the date of the bypass.

Failing to provide this opportunity within the stipulated period of time, the Company will pay the employee the applicable overtime rate for the overtime hours missed.

Very truly yours,

*Mark Coad*

Mark Coad, Manager  
Union Relations - Evendale



Letter of Intent #7

June 20, 2011

Mr. Gary Jordan, Chairman  
Local No. 647 - U.A.W.  
10020 Reading Road  
Cincinnati, Ohio 45241

Dear Mr. Jordan:

As we indicated to you during our 2011 contract negotiations, we will continue to provide a working space for use of Committeepersons in the course of their conducting official Union duties, with access to a telephone **and computer**.

Very truly yours,

*Mark Coad*

Mark Coad, Manager  
Union Relations - Evendale



Letter of Intent #8

June 20, 2011

Mr. Gary Jordan, Chairman  
Local No. 647 - U.A.W.  
10020 Reading Road  
Cincinnati, Ohio 45241

Dear Mr. Jordan:

In an effort to minimize any misunderstandings that may arise between the parties in situations where the Company concludes that elements of work assigned to a particular job classification should more properly be assigned to a job classification at a lower rate, it is the intent of the Company to have the Supervisor in the affected area notify the Steward and Committeeperson in writing at least thirty days prior to such change. Such notification is intended to afford the opportunity for the parties to discuss the situation and review the factors which, in the view of the Company, make the change in assignment appropriate.

If, after such discussion, agreement is not reached between the parties, the Company may proceed to effect the change. If the Union concludes that the change is inappropriate, a grievance may be instituted on an expedited basis at Step 2 of the grievance procedure.

Failing resolution of the grievance in the grievance procedure, such grievance shall be arbitrable only by mutual consent of the parties.

This letter of intent is not applicable to changes associated with product verification plans.

Very truly yours,

*Mark Coad*

Mark Coad, Manager  
Union Relations - Evendale



Letter of Intent #9

June 20, 2011

Mr. Gary Jordan, Chairman  
Local No. 647 - U.A.W.  
10020 Reading Road  
Cincinnati, Ohio 45241

Dear Mr. Jordan:

**Within the term of the 2011-2015 Agreement, it is the understanding of the parties that in accordance with proper individual checkoff authorization, dues will be deducted weekly, for four pay periods per calendar month. The weekly dues deduction will appear in the first four pay summaries received for the first four pay periods of each calendar month.**

Individual dues will be calculated at one-half hours earnings plus \$0.0625 per week. Dues will be taken so long as the employee has net earnings in that week equal to or greater than the dues amount. Dues will be calculated using the straight time rate of record (i.e., the straight time hourly rate used by Payroll to calculate the employee's gross earnings for that week).

It is the understanding of the parties that from time to time changes in the payroll straight time rate of record will lag behind the stated effected date of that change and that the rate of record may be retroactively changed.

It is further understood that neither such delay in effecting a rate change nor a retroactive change in a rate will be used by the Union or an employee represented by the Union as the basis for a claim to adjust dues already deducted.

Very truly yours,

*Mark Coad*

Mark Coad, Manager  
Union Relations - Evendale



**Letter of Intent #10**

**June 20, 2011**

**Mr. Gary Jordan, Chairman  
Local No. 647 – U.A.W  
10020 Reading Road  
Cincinnati, Ohio 45241**

**Dear Mr. Jordan:**

**This letter sets forth the Company's intent with respect to an employee's Personal Illness and Personal Business Hours.**

**Employees who are granted four or more consecutive hours of paid Personal Illness or Personal Business in a given regular workday (shift) within a work week shall have the corresponding hours included in the hours worked for the purposes of determining eligibility for overtime under Article VI – Hours of Work and Overtime, in the same work week.**

**Similarly, paid vacation time (in four hour increments) along with paid Jury Duty and paid Union time will be counted as hours worked for the purposes of determining eligibility for overtime under Article VI – Hours of Work and Overtime, in the same work week.**

**Very truly yours,**

*Mark B. Coad*  
**Mark B. Coad, Manager  
Union Relations – Evendale**

## SUBCONTRACTING

In order to help improve the competitive position of the Evendale Plant, the Company and the Union agree to the following:

- o To utilize the joint subcommittee established for job preservation (under Article XXV) to function as part of the overall effort to improve job security through enhancing the overall competitive position of the Evendale Plant.
- o This subcommittee will meet periodically and make recommendations to management regarding work subcontracted by the Company as well as actions required to keep work in house.
- o The subcontracting subcommittee will consist of not more than four (4) individuals from the Company and not more than four (4) individuals from the Union.

FOR THE UNION

FOR THE COMPANY

*Wayne Reynolds*

*Rob Fritz*

*Gary Jordan*

*Mark Coad*



## **TIME STANDARDS**

This letter sets forth the Company's commitment made during 1997 contract negotiations with respect to ongoing efforts by management to improve employee efficiency and the Evendale Work Measurement Plan.

The Company will take the following actions:

- o In order to support the concept of a "fair day's work", a special joint subcommittee will be established for the purpose of making recommendations to management regarding disputed time standards and for making recommendations to management regarding training programs to familiarize certain individuals with the Company's time standards program.
- o Membership on this special joint subcommittee will consist of not more than three individuals each from management and the Union. Members of the subcommittee will be thoroughly trained on the Company's Time Standards Program.

Meetings of the special, joint subcommittee will be arranged by mutual agreement. The Company will compensate the Union's representatives on the subcommittee for time spent attending jointly scheduled subcommittee meetings.

- o Management will share relevant information with the joint subcommittee on a regular basis concerning customer and production schedules, productivity plans, and productivity results.
- o The Union's representatives on the subcommittee may request a joint review of disputed time standards and may call upon the Union's time standard expert for assistance in reviewing disputed time standards.

- o Management will arrange a thorough briefing for the Union's bargaining committee on the Company's Time Standards Program. The Union may have representatives of the International Union attend this briefing along with a time standards expert of the Union's choosing.
- o A joint training program will be developed and conducted for Supervisors and Union Stewards on the Company's Time Standards Program. Implementation of this training program will be handled by the special joint subcommittee referenced above.
- o Management will implement a procedure whereby two (2) weeks prior to the implementation of any new or revised time standard the Supervisor will notify employees and the Union steward. If requested by the Union steward, a meeting will be held with the Supervisor, methods specialist, steward and involved employees to review and discuss the change and the basis for the change e.g., methods change, material change, equipment change, tooling change, etc. The two (2) week advance notice period may be extended in unusual situations by mutual agreement.
- o In those instances where an employee is to be issued a warning notice because of failure to meet planned time, the Union steward will be notified. The time standard in question may, upon request by the Union, be reviewed by the special joint subcommittee before the action is taken by management. The Union and the involved employee will be afforded the opportunity to be present and to offer information relevant to the time standard. Any such requested reviews will be conducted promptly. In no instance will the disciplinary action be withheld for longer than two weeks from the date the Union steward is notified of the planned disciplinary action unless by mutual agreement of the Supervisor and the Union steward involved.
- o In any event where disciplinary action is taken because of an employee's failure to meet planned times, and subsequently the time standard is determined by management to be in error, an appropriate correction will be made in the disciplinary action.

No matter or controversy concerning the provisions of this letter of understanding or the interpretation or application thereof relating to disputed time standards shall be subject to arbitration. This exclusion does not apply to the arbitration of disciplinary actions.

FOR THE UNION

*Wayne Reynolds*

*Gary Jordan*

FOR THE COMPANY

*Rob Fritz*

*Mark Coad*

## Self Nomination for Upgrade System

### A. General Provisions

- (1) All employees may nominate themselves for any active higher rated classification(s) by submission of the Self Nomination Form.
- (2) Employees must indicate the shift(s) they will accept.

NOTE: Employees indicating they will accept "any shift" or some combination of the either of two shifts recognize only one shift will be offered per S.N.U. (i.e. employee indicates he/she will accept 2nd or 3rd shift and is offered 2nd shift and refuses, a new S.N.U. must be submitted for future considerations.)

- (3) Employees to receive consideration must:
  - (a) Meet the published criteria for the job to which they are nominating themselves.
  - (b) Meet the established cut off dates (See C. (7) below).
  - (c) Exception to 3(a) above are those jobs which have been identified as falling within the automatic upgrade classifications (R-16 and below).
- (4) Employees Self Nomination for Upgrade request(s) which have been marked "will consider" will be maintained on file until the employee has attained a job of equal or higher rate for more than one year.
- (5) Employees who are on downgrade notice may submit a Self-Nomination Form for jobs which are higher than the rate of the job

on which they are scheduled to be placed. In such circumstances cut off and consideration dates are waived.

- (6) Self-Nomination forms may be submitted by employees while in their probationary period.

## **B. General Information**

- (1) Periodically each year the upgrading and recall procedure along with the minimum experience criteria for several key jobs will be published. In addition, the procedure for changing the shift(s) selected will be explained.
- (2) Pamphlets will be made available to each employee explaining the recall and upgrading procedure and listing the minimum criteria for several of the key jobs.
- (3) The minimum criteria for all active job classifications will be provided to each Supervisor and also made available to each member of the bargaining committee.
- (4) Before open jobs above the entry level positions are offered to applicants, opportunities for upgrade to these jobs will be announced in a special communication.
- (5) The names of all employees recalled and/or upgraded to hourly jobs in the Plant will be published on a monthly basis. Names, seniority dates, classifications, shifts and date of transfers will be included.

## **C. Self Nomination for Upgrade - Procedure**

- (1) Employees may obtain a copy of the Self Nomination Form from their Supervisor.

- (2) Employees should complete the form providing accurate and complete information including shift(s) they will accept.
- (3) Employees should give completed copies of the form to their Supervisor who will review, sign, and date the form. The form must then be delivered to the Hourly Placement office or it's drop box by the employee.
- (4) Upon receipt in the Hourly Placement Office, it is date stamped and the information is reviewed for upgrade consideration.
- (5) A copy will be returned to the employee indicating they will receive consideration, will not receive consideration based on established criteria, or that clarification or more information is needed.
- (6) Employee's Self Nomination Requests which are marked to receive consideration will remain active for openings until the employee has attained a job of equal or higher rate for more than one (1) year.
- (7) Self Nomination for Upgrade Form consideration and cut off dates:
  - Received in Hourly Placement by the 1st -- considered on the 6th.
  - Received in Hourly Placement by the 10th -- considered on the 16th.
  - Received in Hourly Placement by the 20th -- considered on the 26th.

- (8) An employee who passes the total assessment process for a particular job classification would not be required to be re-assessed if they are being considered for that same classification within a period of 2 years or the end of the current contract, whichever is shorter, unless there have been changes made to the assessment process for that classification.
- (9) An employee who accepts an interview and then subsequently fails to appear at the appointed interview time and location without prior notice to the Hourly Placement Office will be considered a refusal.
- (10) Employees who fail an interview after having received a “will consider” on their SNU will not be eligible to resubmit another SNU for the classification interviewed until after they can show evidence of additional training and/or experience in the area of deficiency (per the interview) or one (1) year, whichever occurs first.

Employees will be informed in writing (via the interview sheet or other means) what experience they lack in being qualified for the classification at the end of the interview process.

Employees re-interviewed (based on new SNU's after additional training and/or experience, seniority, and new open requisitions to be filled by Upgrade) within one year of their last interview for the classification will only be evaluated on the area of deficiency.

## **SUPPLEMENTING THE WORK FORCE**

The following sets forth the agreement between the UAW, Local 647 and General Electric, regarding Supplementing the Work Force.

It is understood that supplementing is a means for addressing the occasional production problems where an immediate need exists to meet production requirements in temporary circumstances.

### **A. Moving The Work**

- In situations where the company determines that it is necessary to have an operation, or any portion of an operation, performed by two (2) or more overtime groups within the same classification the union will have the reason(s), expected duration, and quantities of parts involved, reviewed and discussed with the area committee persons prior to the transfer occurring.
- To clarify, the original/owning group shall be referred to as "Primary" while the receiving non-owning group (s) shall be referred to as "secondary".
- Prior to the operation being performed by a secondary group on a weekend overtime basis the primary group must be offered an equal number of opportunity hours.
- However, it is understood that the operation may be performed on an "In Week" overtime basis by the primary and/or a secondary group without regard for the overtime schedules in either group.



## **B. Moving The Employees**

In order to utilize the resources of the company effectively and to address the concerns of employees, the Company and Union agree to the following terms for temporarily reassigning people from area to area.

The Company reserves the right to assign employees to areas where their skills/classification are needed. In normal operations various types of work will be done in specific areas by employees in specific classifications. However, there will be situations where scheduling problems, the availability of idle capacity, or other reasons will cause employees to be temporarily reassigned.

When this movement becomes necessary the following rules will apply:

- The Company will inform the area union officials of the reason for the reassignment, the area of need, the area to be loaned from and its expected duration.
- The Supervisor and steward by shift of the loaning area will canvas for volunteers within the classification to be loaned. Absent the required number of volunteers, the junior employees within the classification and shift will be reassigned to the area of need, with the exception of the union steward.
- The reassigned employees will be charged with the same number of hours as the employee on payroll with the greatest number of overtime hours on the new overtime list at the time they physically report to their reassigned area.

- If overtime is required to accomplish the work, the overtime will be asked in accordance with Article VI - Hours of Work and Overtime and the new overtime list.
- Reassigned employees will, when they return to their original area, be charged with the same number of overtime hours as they held when they were reassigned plus all charged overtime hours during their reassignment.

NOTE; These rules do not apply to "Physical Inventory Day". Special running rules are published relative to the scheduling of employees to work the "Physical Inventory."