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Title: **GEA-Bloomington Production Operations, LLC and International Brotherhood of Electrical Workers (IBEW) Local 2249 (2003)**

K#: **3600**

Employer Name: **GEA-Bloomington Production Operations, LLC**

Location: **IN Bloomington**

Union: **International Brotherhood of Electrical Workers (IBEW)**

Local: **2249**

SIC: **3632**

NAICS: **335222**

Sector: **P**

Number of Workers: **2800**

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**2003-2007
AGREEMENT**

Between

GEA-BLOOMINGTON PRODUCTION
OPERATIONS, LLC

and

Local No. 2249
International Brotherhood of
Electrical Workers
(A.F.L. - C.I.O.)



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PREAMBLE

This Agreement (referred to as the **2003-2007 BPO-IBEW 2249 Agreement**) which succeeds a prior agreement entered into as of June 16, 2003 by and between the . (hereinafter referred to as the "Company") and the International Brotherhood of Electrical Workers, (I.B.E.W.) Local #2249 (hereinafter referred to as the "Union".)

ARTICLE I RECOGNITION

The Company recognizes the Union to the extent required by the Labor Management Relations Act for the unit of employees certified by the National Labor Relations Board in Case No. 25-RC-3552 (dated September 5, 1967) applicable to the **GEA-Bloomington Production Operations, LLC**, Curry Pike Plant, referred to therein.

ARTICLE II UNION SECURITY

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 (30th) day following the effective date of this agreement or the thirtieth (30th) 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 AUTHORIZATION

(a) The Company, for each of its employees included within the bargaining units recognized by the Company pursuant to the Article I hereof, who individually, in writing, duly authorizes his Company Paymaster to do so will deduct from the earnings payable to such employee on the second pay day of each month, the monthly dues (including initiations fees, if any) for such employee's membership in the Local or the equivalent service charge and shall remit promptly to the Local all such deductions. Local unions and local management are authorized to negotiate variations from this check-off procedure with respect to the frequency of dues deductions (including weekly dues deductions) or the equivalent service charge, and to modify check-off

authorization forms in accordance with any such local agreements.

- (b) Subject to applicable law, individual authorizations executed after the effective date of this Agreement shall, as above provided for, be signed cards of the appropriate form as set forth below, executed by the employee and transmitted to the Company Paymaster.

2. (b)(i)

UNION DUES DEDUCTION AUTHORIZATION

GENERAL ELECTRIC COMPANY

DATE _____

S.S. No. _____

To Paymaster:

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

This Assignment and Authorization is made in consideration of the costs of representation and collective bargaining and is not contingent upon my membership in the Union.

Pursuant to this assignment and irrespective of my present membership status in the Union, for each month during which I work for the **GEA-Bloomington Production Operations, LLC** while this assignment is in effect, I hereby assign, from my earnings now or hereafter payable to me from the Company to Local No.2249 of the International Brotherhood of Electrical Workers, my Union membership dues (as certified to the Company by the Local) 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 in any subsequent month.

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 the Local* postmarked not earlier than June 8 and not later than June 17 of any year during which the **2003 GE-IBEW Local 2249 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. Regardless of my union membership status, this Assignment and Authorization shall be irrevocable except by the above described revocation procedure.

I further hereby assign, from my earnings now or hereafter payable to me from the **GEA-Bloomington Production Operations, LLC** to the Local No. 2249 of *International Brotherhood of Electrical Workers*, the sum of \$_____ as my Union initiation fee and I hereby authorize and direct you to deduct such sum from my earnings and pay the same for my account to such Local. You are authorized to deduct such sum from my earnings payable the second pay day of the month immediately following the date of this assignment and authorization, but if not so then deducted, you are authorized to make such deduction from my earnings payable in any subsequent month.

PAY NO. _____

Signature of Employee

(b) (ii)
**UNION SERVICE CHARGE DEDUCTION
AUTHORIZATION**

GENERAL ELECTRIC COMPANY

DATE _____

S.S. No. _____

ASSIGNMENT TO, AND AUTHORIZATION TO
DEDUCT AND PAY UNION SERVICE CHARGES TO
LOCAL NO. 2249, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS.

To Paymaster:

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

For each month during which I work for the **GEA-Bloomington Production Operations, LLC** while this assignment is in effect, I hereby assign, from my earnings now or hereafter payable to me from the Company to Local No. 2249 of the International Brotherhood of Electrical Workers, Union service charges (as certified to the Company by the Local) and I hereby authorize and direct you to deduct such service charges 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 in any subsequent month.

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 the Local postmarked not earlier than June 8 and not later than June 17 of any year during which the **2003 GEA-Bloomington Production Operations, LLC - IBEW Local No. 2249 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.

PAY NO. _____

Signature of Employee

3. CONTRIBUTIONS TO IBEW COPE FUND

(a) Employee Authorization

The Company agrees to deduct from the pay of each employee voluntary contributions to IBEW COPE FUND, provided that each such employee executes or has executed an "Authorization for Assignment and Check-Off of Contributions to IBEW COPE 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 IBEW COPE FUND" form for each employee for whom voluntary contributions to IBEW COPE 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 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 IBEW COPE FUND contributions deducted.
2. The names, social security number 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 (a) above, care of the International Brotherhood of Electrical Workers, Local 2249.

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

**AUTHORIZATION FOR ASSIGNMENT AND
CHECK OFF OF CONTRIBUTIONS TO IBEW COPE**

To General Electric Company:

I hereby assign to IBEW COPE, from any wages earned or to be earned by me as your employee, the weekly sum of: (check one)

\$.50 \$ 1.00 \$ 2.50 Other \$ _____

(whole dollars)

each pay cycle. I hereby authorize and direct you to deduct such amounts from my pay and to remit same to IBEW COPE at such times and in such manner as

may be agreed upon between you and the Union at any time while this authorization is in effect.

This authorization is voluntarily made. I understand that the signing of this authorization and the making of payments to IBEW COPE are not conditions of membership in the Union or of employment with the Company, that I have the right to refuse to sign this authorization and contribute to IBEW COPE without any reprisal, and that IBEW COPE will use the money it receives to make political contributions and expenditures in connection with federal, state and local elections.

This authorization is revocable upon two weeks advance written notice to **GEA-Bloomington Production Operations, LLC**, who will duly notify the IBEW COPE.

Name (print) _____ Date _____

Address _____

City _____ State _____ Zip _____

Social Security Number _____

Signature _____

ARTICLE III WORKING CONDITIONS

The Company will continue to provide safety inspections, safety devices, guards, and medical service to minimize accident and health hazards on its premises.

ARTICLE IV
DISCRIMINATION AND COERCION

*When the word HE or HIS appears in this contract, it is used only in the generic sense and is intended to denote either sex

1. Neither the Company nor any of its supervisors, or other agents or representatives, shall discriminate against any employee because such employee is a member, Steward, Officer, or other agent or representative of the Union. Further, neither the company nor any of its supervisors, or other agents or representatives, shall interfere with, restrain, or coerce employees in the exercise of the rights guaranteed in applicable statutes
2. Neither the Union nor any Steward, Officer, or other agent or representative of the Union shall intimidate or coerce any employee, nor solicit its members funds in the plant during work hours
3. (a) Neither the Company nor the Union shall discriminate against any employee on account of race, color, sex, disability, age, religion, or national origin, ancestry, citizenship or any other basis prohibited by Federal or Indiana Law
(b) Neither the Company nor the Union shall discriminate against any employee because of physical or mental disability or because he or she is a disabled veteran or veteran of the Vietnam Era in regard to any position for which the employee is qualified.
4. *It is the intent of the Management to limit forced movement of hourly employees within their job classification and B-rate. However, movement may be necessary to maintain operations. In the case where movement is necessary, the Management will comply with this entire article.*

It is not the intent of Management to use employee movement for punitive or retaliatory reasons.

ARTICLE V
MANAGEMENT RIGHTS

1. The Management of the plant and the direction of the work forces are vested exclusively in the Company subject only to the express terms of this Agreement and of other written agreements between the Company and the Union. All matters not specifically covered by such agreements shall be administered by the Company at its sole discretion.
2. The exercise or non-exercise of rights hereby retained by the Company shall not be deemed to waive any such right or the right to exercise them in some other way in the future.

ARTICLE VI
WORKING HOURS: STRAIGHT TIME-OVERTIME

1. (a) *The regular workweek shall be forty (40) hours per week, eight (8) hours per day, five (5) days per week from Monday through Friday. The workweek on multiple shifts may be less than 40 hours. This article is intended only to provide a basis for calculating overtime, and shall not be construed as a guarantee of hours worked per day or per week. The workweek for an employee with a 40 hour restriction shall be Mon. through Fri. so long as the opportunity to perform work exists.*
Examples:
#1 – If an employee has a 40 hour work week restriction and Monday is a holiday, you will be required to work on Saturday, if work exists

#2 - If 40 hour work week restriction and mandatory 8 hours LOW M-F exists, I will be required to work on Saturday, if work exists

#3 - If 40 hour work week restriction and we have a scheduled Sat. and the individual takes an absence day, they will not be able to work.

An employee's workday is the twenty-four hour period beginning with his regularly assigned starting time of his work shift, and his day of rest starts at the same time on the day or days he is not scheduled to work. An employee's work week starts with the start of his regularly assigned work period on Monday of that work week, except on continuous operations. Upon commencing work on Monday at a newly assigned starting time which is earlier than his starting time during the preceding week, the workday immediately preceding such Monday shall end provided the employee has had a 24 - hour period of rest prior to the newly assigned starting time

- (b) Special schedules of hours and overtime will apply when continuous operations are scheduled by Management on a 24-hour day and week-by-week basis
- (c) When a change is made in the hours of work or working schedules of employees, Management will give such employees affected as much notice as practical.
- (d) On planned overtime, reasonable advance notice will be given to the employee (usually 24 hours). Such notice will not be required in the case of emergency overtime where advance notice is not practical

2. **OVERTIME - REGULAR WORKWEEK**

The Company will pay for overtime as follows:

- (a) At the rate of time and one-half for hours worked either
 - (1) In excess of 8 hours in any single workday; or
 - (2) In excess of 40 hours in any given workweek; or
 - (3) In excess of 8 hours in any continuous 24 hours beginning at the starting time of employees' shift; or
 - (4) After working his regular schedule, if on multiple shifts of less than 8 hours each; or
 - (5) On his Saturday.
- (b) At the rate of double time for hours worked either
 - (1) On his Sunday
 - (2) In excess of 12 hours in his workday; provided that an employee who shall have worked in excess of 12 hours in any single workday and who shall be required to continue at work beyond that workday, shall continue to be paid at the double time rate for hours worked until he shall have been relieved from work.
- (c) At the rate of double time and one half hours worked either
 - (1) On his holidays listed in Article VII as paid Holidays; or
 - (2) Outside the employee's regularly scheduled shift on any of the calendar Holidays listed in Article VII as paid Holidays.
- (d) An employee who is transferred from his regular established shift to another and who is thereafter returned to his 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 8 hours worked following the first such transfer, except where either or both such transfers

- (1) Results from the failure of another employee or employees to report for work; or
- (2) Is made in connection with a lack of work situation; or
- (3) Is made at the employee's request; or
- (4) Results from an emergency breakdown of equipment or machinery or
- (5) Is made in connection with an established program of shift rotation.

3. CONTINUOUS OPERATIONS

(a) Workday – Workweek

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

4. OVERTIME – CONTINUOUS OPERATIONS

(a) At the rate of time and one –half for hours worked either

- (1) In excess of 8 hours in any single workday or
- (2) In excess of 40 hours in any given workweek; or

- (3) In excess of 8 hours in any continuous 24 hours beginning at the starting time of employee's shift; or
 - (4) On his Saturdays or Sundays if either day is not his 7th day of his workweek; or
 - (5) On employee's 7th day of his workweek, if such day is neither his Saturday, Sunday, or Holiday; or
 - (6) On his Saturdays and Sundays (as a minimum if employee is on a special schedule other than that outlined in 3(a) (1) above).
- (b) At the rate of double time for hours worked either
- (1) On the employee's 7th day of his workweek, if such day is Saturday or Sunday; or
 - (2) In excess of 12 hours in his workday; provided that an employee who shall have worked in excess of 12 hours in any single workday, and shall be required to continue at work beyond that workday, shall continue to be paid at the double time rate for hours worked until he shall have been relieved from work.
- (c) At the rate of double time and one-half for hours worked on the holidays listed in Article VII as paid holidays.

5. GENERAL

- (a) Holidays referred to above shall mean those Holidays listed in Article VII of this agreement.

Computation of overtime shall be in accordance with the day as defined in provisions for any given hours

6. NIGHT SHIFT DIFFERENTIAL

Hourly rated employees hired on or before August 1, 1994 assigned to recognized second and third shift operations shall have 10% 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 sixty cents (\$.60) 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. Recognized second and third shifts shall in all cases be those beginning between 12 noon and 3:30 am. In exceptional cases the starting time for a recognized second shift may be earlier by mutual agreement between the Local and local Management

7. OTHER SPECIAL PAYMENTS

(a) Early Reporting and Call-In

- (1) Employees who are called in outside of their regular schedule of hours will be paid at the applicable premium rate, but no less than the equivalent of four hours of pay at their straight time rate.
- (2) Day shift employees who are called back after the end of their regular day shift (or told to report prior to their regular starting time) will be paid at the rate of time and one -half for hours worked outside their regular schedule up to midnight and at the rate of double time for hours worked after midnight and up to the beginning of the regular day shift.
- (3) Employees on the second and third shifts who are called back after the end of their regular shift (or told to report prior to their regular starting time) will be paid at the

rate of time and one-half for hours worked up to the beginning of their regular shift.

- (4) Subsections (1), (2) and (3) above are not applicable where an employee continues to work into the next shift following his normal quitting time.

(b) 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 reasonable comparable work is available, will receive not less than four hours pay at the rate applicable had they worked. This subsection (b) shall not be applicable where the inability of the Company to supply work is the result of conditions beyond the control of Management, such as strikes, work stoppage by employees in the plant, fire, power failure, disaster or Acts of God.

(c) DISPENSARY TIME

Employees will be paid at their applicable rate for time lost for examination or treatment of any injuries sustained in the plant arising out of and in the course of their employment, whenever such time would otherwise have been spent by the injured employee on the work assigned to him. Dispensary time includes:

- (1) Attendance at the **GEA-Bloomington Production Operations, LLC Clinic**
- (2) Visiting a physician or hospital at the direction of the clinic personnel during working hours.

(d) PAYMENT - DISPENSARY TIME

Employees will be paid at their applicable rate had they remained at work in accordance with the following provisions:

- (1) For employees able to return to work on the same day, payment will be made for actual time lost as a result of treatment or medical direction during the hours of their normal work shift.
- (2) For employees who are directed not to return to work, by a qualified physician and clinic nurses, as a result of their injury shall be paid at their straight time rate to the end of their scheduled work shift.

(e) TRAVEL TIME AND EXPENSES

Hourly rated employees traveling at the request and with prior approval of the Company will receive:

- (1) Payment at the rates applicable had they worked for all time spent in such travel; provided however, that where the assignment requires one or more overnight stays, an additional one hour's pay at such rates for trip preparation shall be allowed, but no payment shall be made for traveling time between the hours of 6:00 p.m. and 6:00 a.m., or in excess of eight hours in any one day.
- (2) Reasonable expenses for transportation, meals, and hotels wherever necessary. When travel is by automobile not owned by the Company, such transportation expense shall be at rates equal to those periodically published by the Internal Revenue Service, provided use of such automobile has been specifically approved in advance by the Company.

Traveling time and expenses shall be itemized and submitted to Management for approval.

8. **WORKING HOURS: STRAIGHT TIME - OVERTIME (OVERTIME PROCEDURE)**

On the first working day of the year employees will be asked in the classification affected by seniority. After the first working day of the year, employees will be asked in the classifications affected by balancing hours paid.

It is management's intention to balance overtime as equally as proficient operations permit over a reasonable period of time (normally a 30 **calendar** day period, up to a maximum of 50 **calendar** days) among the employees within a job classification on the same shift in the cost center. **All overtime worked "in area" will be charged to the employee's permanent classification, regardless of classification in which work was performed.**

A record of overtime hours paid to employees (or credited to them) will be maintained by the BTL or his designee for his cost center and will be posted, on a regular basis, for examination.

An imbalance created by an error in the OT procedure, will be subject to corrective action, if this OT is not made up within 50 **calendar** days. the employee will be provided the opportunity to work within the next 7 **calendar** days.

Employees who are unable to work overtime or who are absent the day of scheduled overtime shall be deemed to have worked such overtime for purposes of balancing of overtime only.

Where appropriate notice of scheduled overtime is not given, or where notice of voluntary overtime is not given prior to the employee's second break, employees unable to work such overtime will not have the overtime counted as

overtime worked for purposes of balancing of overtime. This exception will not include cases of emergency overtime where such advance notice is impractical.

An employee who transfers, **or is transferred for any reason** into an area will assume at the time of the transfer the average overtime hours paid to those employees (or credited to them) in the classification on the same shift in the same cost center for purposes of balancing of overtime.

In order to provide notification to employees for overtime, lack of work, and so on, the BTL is responsible for maintaining current lists of telephone numbers of all employees within the cost center across the shifts. Enabling the BTL to do this requires that the employee provide a primary telephone number to the BTL on a timely basis. Should employees choose not to provide a phone number to the BTL, they will forfeit any claim or right to the notification, as described above. The BTL will maintain lists of overtime offered, **by** hours paid in the currently held permanent classification of the employee.

9. **VOLUNTARY OVERTIME**
(a) IN AREA OVERTIME

- (1) On the first working day of the year employees will be asked in the classification affected by seniority. After the first working day of the year, employees will be asked in the classifications affected by balancing hours paid. Those employees accepting an upgrade will only be asked for OT after permanently assigned employees have been offered OT in the affected classifications.

- (2) If the need still exists, upgrades will be asked internally per the upgrade procedure up to the point of forcing the upgrade.
- (3) Ask all other employees regardless of classification by seniority.
- (4) If the need for employees in the classification still exists at this point, the least senior in the classification (including upgraded employees) will be required to work. If the need is at the entry level, see "Out of Area Overtime" below.

(b) OUT OF AREA OVERTIME

- (1) Employees will be asked on a rotation basis by cost center within the job group. Entry level work will be offered to employees at the entry level by seniority.
- (2) If the need still exists, ask all employees in the rotation cost center by seniority, regardless of classification, prior to proceeding to the next cost center in rotation.
- (3) Return to the original cost center and require those employees with the least seniority in the classification to work.

10. SCHEDULED OVERTIME

Employees will be notified within four hours into their shift for mandatory overtime scheduled for their next shift when a cost center is required to work overtime. For plant wide scheduled overtime, 24 hour notice will be given. If the notification is not given within this guideline, then the overtime will be deemed to be voluntary.

11. EMERGENCY OVERTIME

Emergency overtime is overtime of a critical nature resulting from an unforeseeable circumstance that could potentially affect the following shift's

production. In this case, notification will be given as early as practical, and employees in the cost center(s) affected will be required to work. When feasible, the shop steward will be given prior notification of emergency OT as early as practical and reason for such emergency.

12. REWORK of FINAL PRODUCT

Should Warehouse Rework be performed during non-overtime hours, then seniority, in the classification affected, will be the primary factor.

- (a) C91 employees will be asked first, in the classifications affected.**
- (b) Ask all other C91 employees regardless of classification, by seniority.**
- (c) Additional employees required will be selected from the assembly job group providing the opportunity on a seniority basis to B10's in rotation by cost center.**
- (d) When external pack is involved:**
 - (1) C92 employees will be asked first, in the classifications affected.**
 - (2) All other C92 employees will be asked, regardless of classification, by seniority.**
 - (3) Additional employees required will be selected from the assembly job group providing the opportunity on a seniority basis in rotation by cost center.**

ARTICLE VII HOLIDAYS

- 1. For each of the following holidays not worked, an employee not on continuous operations will be paid up to eight hours at his current payroll rate,**

for a number of hours equal to his regular daily working schedule during such week:

- New Years Day
- Martin Luther King Day (observed third Monday in January)
- Presidents' Day (observed third Monday in February)
- Good Friday
- Memorial Day
- July 4
- Labor Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- Day before Christmas Day
- Christmas Day

Provided each of the following conditions are met:

- a. Such employee has been employed at least 30 days prior to any such holiday.
- b. Such employee works his last scheduled workday prior to and his next scheduled workday after such holiday within his scheduled workweek. This condition shall not prevent payment of holiday pay to:
 - (1) An employee who has been absent from work because of verified personal illness for not more than three months prior to the week in which the holiday occurs and who works or reports for the Company's physical examination on the next scheduled workday following the holiday; or
 - (2) An employee who has been continuously absent from work for not more than two weeks prior to the week in which the holiday occurs and who is not at work either or both such workdays due to approved absences for personal illness or

emergency illness at home, death in his family, layoff or Union activity; or

- (3) An employee who is not at work on either or both such workdays solely due to military encampment or jury duty.
- (4) An employee who is absent from work on either the last scheduled workday prior to double consecutive holidays or his 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 works the last scheduled workday prior to that holiday, but not the scheduled workday after the second holiday; and he will be entitled to holiday pay only for the second of such double consecutive holidays if he 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).

Local Management and the Local Union at each plant may agree in writing to substitute a different holiday in place of any of the above-listed holidays for all purposes.

ARTICLE VIII

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 (52) or more weeks.
- (B) "Continuous Service" designates the length of each employees 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 absence for which credit is granted (as provided in Section 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 the 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 supervisory personnel 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 the Company notified monthly, stating the probable date of his return to work.
 - (4) Is notified within a year from date of layoff that he may return but fails to return or to give satisfactory explanation within two weeks.

- (5) Is absent from work without satisfactory explanation beyond the period of any leave of absence granted him by the Company.
 - (6) Is absent from work for a continuous period of more than one year for any reason, other than (a) a leave of absence, granted in advance, or (b) an absence due to compensable accident (up to 18 months) or compensable illness (up to 18 months).
- (B) Individuals who at the time of layoff had one (1) year of continuous service shall, despite loss of service as a result of such layoff, be retained on the recall list and be eligible for reemployment in accordance with Article X, Section 6 for a period of sixty (60) months following layoff or until retirement, whichever occurs first. Similarly, in the cases of individuals with the required service due to illness or injury, the same extended recall arrangement will be made only if:
- (1) The individual reports promptly to the personnel office for employment upon recovery.
 - (2) The individual is otherwise eligible in which case he will promptly thereafter have his name added to the recall list.
- (C) If the Company re-employs 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

continuous service at the time of his 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 Section 2(b) of this Article or if the employee is placed under Preferential Placement.

- (D) The service record of each employee laid off and re-employed after layoff will be reviewed by the Company at the time of his re-employment and in each case, such employees will be notified as to his service credits and continuity of service, if any.
- (E) If the Company re-employs on or after June 27, 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(c), the Company shall restore such continuity of service after the employee has completed three years 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 June 27, 1988, accumulated for the purpose of service restoration under this Section 2.(E).
- (F) Service restoration provided for in Section 2 will be contingent upon the employee's full repayment of any of the 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 re-employment. Such repayment must be made within a reasonable time after rehire. No such repayment is required of benefits paid if the re-employment 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, credits for absences shall be added to an employee's service, after re-employment with continuity of service or prior service credits, as follows:

- (A) Employees when reemployed with prior service credits or continuity of service following absence due to illness, accident, layoff, or 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 this 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 IX
SENIORITY**

1. ESTABLISHMENT OF SENIORITY

Seniority shall mean the length of time since employment by the Company (**GEA-Bloomington Production Operations, LLC**) providing it has not been broken for the reasons set forth below:

(A) An employee shall lose his seniority:

- (1) If he quits; or
- (2) If he has been discharged; or

(B) An employee shall have his seniority adjusted:

- (1) If he is not re-employed within twelve (12) months from the date of layoff or personal illness leave;
- (2) If on an approved leave of absence.

All adjustments in seniority shall be made in the same manner of service credits and continuity of service as set forth in Article VIII - "Continuity of Service" - of this Agreement except as provided in Section 3 of this Article.

Seniority shall be used solely for the purpose of determining reductions in force, layoffs and rehires and upgradings subject to the applicable provisions of this Agreement.

2. PROBATIONARY PERIOD

New employees shall be considered as probationary for a period of four (4) months from the date of their employment. At any time during such period the Company shall at its sole discretion determine whether such probationary employee shall be continued in employment, any other provision of this Agreement notwithstanding.

3. TRANSFER OUT OF BARGAINING UNIT

- (A) Employees who have been promoted or transferred to jobs outside of the bargaining unit may be returned to work within the bargaining unit on the highest rated job for which they are qualified based on their total length of continuous service, except as noted below:
- (B) Employees who, prior to the date of certification of the Union in Case No. 25-RC-3552 (dated September 5, 1967), were assigned to work on jobs outside of the bargaining unit may, if previously assigned to work on a job included in the bargaining unit, be returned to work within the bargaining unit on the highest rated job which they are qualified to perform, based on their total length of continuous service.
- (C) Employees who after January 1, 1980, are transferred to jobs outside the bargaining unit may be returned to the highest rated job for which they are qualified in accordance with their total length of continuous service at the time they left the unit, plus the number of years outside the unit up to a maximum of five (5) years.
- (D) Employees who after June 30th, 1985, are transferred to exempt management jobs outside the bargaining unit may be returned to their former classification in the bargaining unit in accordance with their total length of continuous service during the period up to 24 months following the first such transfer to a job outside of the unit.
- (E) Employees who, after June 30, 1991, are transferred to jobs outside the bargaining units may be returned to their former classification in the bargaining unit in accordance with their

total length of continuous service during the period up to six (6) months following the first such transfer to a job outside the unit.

4. A current seniority list will be maintained and available for review in the Employee Relations Office. Such list will include employee name, job classification number, job rate, cost center and seniority date. The Company shall mail such lists to the Union on a quarterly basis, and include a list of employees' address of record semi-annually.
5. When an employee is temporarily placed on a non-bargaining unit job, upon his return to the bargaining unit, check off of union dues pursuant to authorization previously filed and validly executed under Article II and in effect as of the last day worked in the bargaining unit, will resume immediately.

ARTICLE X

REDUCTION OR INCREASE IN FORCES

1. REDUCTION IN FORCES

Whenever there is a reduction in the working force or employees are laid off from their regular jobs, total length of seniority, applied on a plant, department, or other basis as negotiated locally, shall be the major factor determining the employees to be laid off or transferred (exclusive of upgrading or transfers to higher rated jobs). However, ability will be given consideration.

Similarly, in all cases of rehiring after layoff, total length of seniority, applied on a plant, department, or other basis as negotiated locally shall be the major factor covering such rehiring if the employee is able to do the available work in a satisfactory manner after a minimum of training.

Where employees have accumulated four (4) months or more of service credits, but have not established continuity of service, seniority will be considered in the above cases.

The Reduction in Force procedure will be administered by Management. Union officials will review prior to implementation.

The Reduction in Force procedure will begin with the most senior employee affected, and will continue in descending order of seniority.

a) WITHIN THE COST CENTER:

- i.) The EMPLOYEE in such area having the least bargaining unit seniority in the classification of work affected, will be removed.
- ii.) The EMPLOYEE so removed shall be placed in an available opening, if any, of equal "B-Rate" in the cost center.
- iii.) If there is not such available opening in the cost center affected, the EMPLOYEE will displace the employee, if any, in the cost center affected who has the least bargaining unit seniority and the same "B-Rate".
- iv.) The process described in Section ii) and Section iii), will continue at successively lower B-Rates down, two (2) "B-Rates" in the cost center prior to the employee being placed plantwide.

b) PLANTWIDE:

- i) If there is no employee within the same cost center affected with less bargaining unit seniority within two (2) "B-Rates", then the EMPLOYEE will be placed in an

available opening at his original B-rate plantwide.

ii) If there is no available opening at his original "B-Rate" plantwide, then the employee will displace the employee, if any, with the least bargaining unit seniority at the same B-Rate plantwide.

iii) If the EMPLOYEE cannot displace another employee at his original B-Rate plantwide, he will be placed in an available opening at the next lower B-Rate plantwide.

iv) The process of placing the employee in available openings, then displacing employees with the least bargaining unit seniority, will continue at successively lower B-rates plantwide.

c) SKILLED TRADES:

i) An employee in a skilled trades classification (maintenance and tool and die) affected by a reduction in force will be placed in an opening or displace the employee with the least seniority in descending B-Rate of his "craft", similar to the procedures set, forth above. It is not the intent of this Section for maintenance to displace a tool and die maker or vice versa. If such employee is unable to displace an employee within his "craft" he will be placed using the plantwide procedures above, except that he shall not be required to accept an opening which is not within a skilled trades classification. He shall instead be allowed to be laid off at his original "B-Rate" and subject to the recall procedure. Employees selected to be placed on Lack of Work at his original

"B-rate", and who subsequently chooses to be recalled to an entry level job in accordance with his seniority, must submit such request in written form to the Company properly signed and dated by the employee. By such action the employee understands that he is waiving his recall right to a skilled maintenance and tool and die maker classification.

d) GENERAL APPLICATION:

- i) Displaced employees must perform satisfactorily and may be disqualified through the disqualification procedure contained in this agreement.
- ii) Employees who are affected by a reduction in force in classifications other than the skilled trades classifications will not be placed in openings nor displace employees who are in the skilled trades classifications. Employees in the skilled trades classifications will not be affected by this Article unless there is a reduction in the skilled trades classification.
- iii) When a reduction in force will result in a layoff, then the following procedure will be implemented:

The number of employees who will be subject to layoff will be determined. That number will be matched to the bargaining unit seniority list and the employees with the least seniority comprising that number will be designated for layoff. All available openings will be filled through the Reduction in Force Procedure.

2. TEMPORARY LAYOFFS:

- a) "Temporary layoff" means a layoff of indefinite length but having a foreseeable end and

resulting from circumstances as, without limitation, the following: Failures for delays of suppliers to meet requirements, breakdown of machines, or rearrangement of equipment. If any layoff has existed for two work days and it appears likely that the layoff will continue without interruption into a third day, Management and the Union will meet, if requested by the Union, to consider whether this Article shall be applicable to such layoff. The provisions of this Article shall not apply in the event of any layoff resulting from an Act of God, disaster, slowdown, or other employee work stoppage whenever occurring, which may affect production.

- b) When a temporary layoff of one day or more occurs, those cost centers required to work will be determined based on the needs of the *business and proficient operations*. When additional employees are selected to work in those areas during such temporary layoff period, employees will be asked to work by seniority in the classification of work required, across shifts with the least senior employees being required to work.
- c) When a temporary layoff occurs of one (1) or more weeks, and work is available in the maintenance classifications, such opportunity to work shall be made available by seniority within the classification of work across all shifts, with the least senior employees in the classification being required to work.

3. Work Performed During Scheduled Shutdown Periods

When work is available during scheduled shutdown periods on one shift, the following procedure will apply:

- a) Ask employees in the cost center by seniority in the classification affected across shifts.
- b) If the need for employees still exists, force the least senior in the classification on the shift during which the work will be performed.
- c) If the work to be performed is general cleanup, ask the employees in the appropriate classification across shifts, by seniority, and force the least senior if necessary.
- d) If no appropriate classification exists, ask employees in the cost center across shifts, by seniority, regardless of classification, and force the least senior, if necessary.
- e) Employees who change shifts to work during shutdown will be paid the applicable rate as if the person were assigned to that shift.
- f) Once an employee volunteers to work, he is required to work.

4. Temporary Lack of Work (LOW)

- a) Whenever a temporary mandatory LOW exists, only the employees in the cost center will be affected. **When work is available on one shift ask employees:**
 - 1) **In the cost center by seniority in the classification affected on the appropriate shift that work is to be performed.**
 - 2) **If the need still exists, force the least senior in the classification on the shift during which the work will be performed. Prior to forcing, management may elect to offer, by seniority, to an employee in the required classification of work from the other shift and/or utilize the upgrade procedure on the shift that the work is to be performed.**

b) In situations of partial lack of work days, employees may be offered work outside of their cost center and/or job group at the entry level, paid at the employees' applicable rate. When additional labor is needed by a particular area during lack of work, the procedure shall be as follows:

- 1) Work will be offered to employees at the entry level by seniority on a rotation basis by cost center within the job group.
- 2) If the need still exists, ask all employees in the rotation cost center by seniority, regardless of classification, prior to proceeding to the next cost center in rotation.

c) The Company will continue to accommodate those employees with legitimate ride problems. If an employee claims a ride problem and it is determined not to be legitimate, the employee could be subject to disciplinary action. There will be no legitimate ride problems in the following situations:

- 1) When the lack of work is voluntary.
- 2) The lack of work occurs in the last 90 minutes of the employee's shift.

d) Management will make a reasonable effort to accommodate legitimate ride problems in a cost center that is required to work. This would include running the temporary upgrade procedure in the cost center up to "forcing", then asking plantwide for entry level backfills.

e) Lack of Work will be offered strictly by seniority, in the classification affected

5. RECALL PROCEDURE

a) In all cases of recalling after layoff, total bargaining unit seniority shall be the major factor governing such recall. The EMPLOYEE

will be considered for work in an available opening provided the EMPLOYEE is able to perform the work in a satisfactory manner after a minimum amount of training.

- b) All openings except those provided for in 5(c), occurring above the lowest entry rate will be offered first to active employees through the Job Notification procedure as provided in Article XI. Openings at the entry level and those that are not filled through the Job Posting procedure will be filled with employees on layoff status with recall rights on the basis of total bargaining unit seniority.
- c) Openings within the skilled maintenance and tool and die maker classification will be filled by selecting a qualified employee who gives notice through the job posting procedure or the displaced maintenance employee or tool and die maker who either:
 - 1) Elected to displace an employee outside of the skilled maintenance classification or in the case of tool and die makers, outside of the tool and die maker classification, and gives notice to the Company through the Job Posting Procedure of his desire to re-enter the skilled maintenance classification or tool and die maker classification.
 - 2) Was laid off as provided by 5(c) above and formerly held an equal or lower rated skilled maintenance or tool and die maker classification.
- d) Individuals who at the time of layoff had one (1) year of continuous service shall, despite loss of service as a result of such layoff, be retained on the recall list and be eligible for re-employment in accordance with this section

for a period of sixty (60) months following layoff.

- 1) Management shall notify employees when to return to work. Such notification shall be by telephone and registered or certified mail. Employees are responsible for providing current address and telephone information to the Employee Relations department. Management shall be entitled to rely on the employee's last known address and telephone number reported to and maintained in the Employee Relations department.
 - 2) If an employee fails to respond as directed within three (3) work days from the delivery of the registered or certified letter to his address of record, he will be removed from the recall list and will no longer have any recall rights or seniority. The employee will have up to two weeks from the date of acceptance of recall to report to work.
 - 3) Any employee who is contacted within the periods provided in 5(d) and is notified that he may return to work on a specified return date but fails to return or give satisfactory explanation within 3 work days of the specified date will be removed from the recall list and will no longer have any recall rights or seniority.
- e) An employee with continuity of service out due to illness for a period not exceeding one (1) year, or in the case of a work-related injury or illness not exceeding eighteen (18) months, who returns to work shall be re-employed on his former job providing he is able to perform the job and normal seniority provisions permit.

- f) An employee who retires at his or her option provided in the Company pension plan shall cease to have any rights under the provisions of this Agreement. (However, this Agreement shall continue to be applicable to retired employees returned to active employment by the Company).

6. INCREASES IN WORKFORCE

- (a) Under normal conditions, when a major upward rebalance (product output change) is planned in the Plant, available openings created by this rebalance will be made known to employees through the Job Posting Procedure, as specified in Article XI, a minimum of four (4) weeks prior to the rebalance. Available openings not assigned to active personnel effective on the rebalance date will be filled as follows:

- (1) Those openings not yet made available through the Job Posting Procedure will be filled temporarily. Such job openings will then be filled through the Job Posting Procedure after the effective date of the rebalance.
- (2) Those openings which were made available and not filled through the Job Posting Procedure will be assigned to new employees.

- (b) If unusual situations arise which would necessitate a shorter posting period than the four (4) week period, the Management and the Union will negotiate a resolution.

7. NOTICE OF HIRING AND LAYOFF

- a) When business conditions permit, Management will notify the Union of a reduction in force four (4) weeks in advance,

and employees two (2) weeks, before they are affected.

- b) The Union will be provided with a list of the employees laid off for lack of work and recalled from layoff status on a weekly basis. Such list will consist of the employee's name, continuity of service date, seniority date, social security number and payroll number.
- c) The Financial Secretary of the Union will be provided with a list of new hires on a weekly basis.

8. GENERAL CONDITIONS:

- a) The employee will be held to have resigned from the Company and will be informed in writing that his service credits and continuity of service, if any, will be lost if he has been or is being laid off for lack of work and he refuses a job assignment under the provisions of the layoff and recall procedure.
- b) During the two (2) week period immediately preceding the effective date of a reduction or increase in force, all employee movement will be discontinued. This movement "freeze" will allow the timely identification of available openings to be filled in accordance with this Article. Management and the Union may agree to extend this period according to the needs of the business at the time of the reduction in force.
- c) **In the event of a rebalance, affected employees removed from their shift, will have the opportunity to submit for a seniority transfer in their cost center. The company will notify (via plant wide bulletin) employees of the effective date of a job freeze prior to a rebalance.**

Employees will have two days, immediately following notification, to submit for a seniority transfer. This movement will coincide with the effective movement date of the rebalance. Employees successfully completing a seniority transfer will be ineligible to bid, trade, or transfer for a period of 120 days from the effective date of movement.

ARTICLE XI

PROCEDURES ON OPEN JOBS

Management will give first consideration for job openings and upgrading to present employees when employees with the necessary qualifications are available. When considering an employee's request for upgrade or transfer, seniority will be the primary factor among those who meet minimum qualifications.

1. JOB POSTING PROCEDURE

- A. Notice to employees of the open jobs will be placed on bulletin boards and on posting computers. Such postings will include the following information: Job Title, Classification, Business Platform and Job Group, B-rate, Shift, Cost Center, BTL, number of openings, job effective date, and description of job (including minimum qualifications).
- B. Jobs will be posted by the beginning of second shift each Thursday afternoon and will remain posted for two working days, unless a job freeze is in effect.
- C. An employee may bid on more than one job during the job posting period, and the order of preference must be designated for each job. Bids may only be canceled during the two day posting period.

- D. An employee is eligible to bid on posted jobs if the following criteria are met:
 - 1. Employee is not under a 120 day freeze.
 - 2. **Status II employees cleared to return to work, by the Clinic, and who will be on active payroll upon the effective date of the movement.**
 - 3. A probationary employee may only bid on a permanent upgrade job.
 - 4. Employees can not bid from one temporary job to another temporary job.
- E. If an employee is the successful bidder on more than one job during a posting period:
 - 1. Employee will be awarded the permanent job if the other(s) are temporary.
 - 2. Employee will be awarded the job by preference indicated at time of bid for two or more permanent jobs.
- F. Once a job is awarded, the employee will be moved to the new assignment within two work weeks, unless the job posting specified a later reporting date.
- G. Once notified of being a successful candidate, the employee can only then reject said job for a further permanent upgrade opportunity in which they were a successful bidder. This must be done prior to the physical movement of the employee to the original job awarded.

2. **LIMITATIONS TO JOB MOVEMENT**

- A. Once an employee has moved to a permanent job through the job posting procedure, trade procedure, or initiation of a seniority transfer, he cannot bid to another job or trade jobs for a period of 120 days from the effective date or the physical movement, whichever comes first.

B. Once an employee has moved to a temporary job through the job posting procedure, he may bid only to a permanent job. On the day the temporary job ends the employee will return to his home cost center the subsequent Monday. After the employee returns to his original permanent job, he cannot bid to another temporary job for a period of ten (10) calendar days from the date of the transfer.

3. AWARDING OF POSTED JOBS

Jobs B-10 through B-16 will be awarded by seniority of the eligible bidders who bid on the job during the posting period.

4. AWARDING POSTED JOBS ABOVE B-17 (EXCLUDING SKILLED TRADES CLASSIFICATIONS)

- a. The job will be awarded by seniority of the eligible bidders.
- b. Must complete job specific training on company paid time.
- c. Provided the employee has not been previously disqualified from the job code within the last 18 months.
- d. All will be informed of final job awards and results will be posted.

5. DISQUALIFICATION

All disqualification's, for both medical and performance reasons, are subject to the provisions of this section.

Once an employee has been placed in a job he must perform satisfactorily. An employee may be disqualified from a job by his BTL; an employee cannot elect to be disqualified. The BTL will review the reasons for such disqualification with the employee and shop steward. In the event that an employee refuses Union representation, (1) The employee will sign a statement to that effect;

(2) The BTL will review notes of the meeting with the Shop Steward and provide copy of the signed statement.

a) When an employee in a B-11 or above rated job is so disqualified:

1) The employee will have 30 calendar days from the disqualification notification to bid to another job via the job posting procedure, as long as a job "freeze" is not in effect. During this time he will remain in the cost center at the B-10 level, regardless of pay rate, or be loaned out to another cost center at the entry level regardless of pay rate. Employee is not eligible for upgrades within the cost center during those 30 days, when the upgrade responsibilities include the same responsibilities from which he was disqualified.

2) If an employee is unsuccessful in being awarded a job under (a), he will be placed at the entry level, plant wide, regardless of shift, according to the labor needs on the 31st day following the disqualification notification. Employee can't bid for 120 days.

3) **For medical disqualifications, affected employee at the B10 level will have the opportunity to bid for open jobs, including any B10 jobs in other cost centers, for which they can perform within their restrictions. This can include the classification in which the employee was originally medically disqualified.**

- 4) Those employees at the B-10 rate may be subject to termination of employment if unable to perform at the B-10 level.
- 5) If a job "freeze" is in effect at the time of the disqualification notification, the 30 calendar day period will begin at the end of the job "freeze".
- 6) Those employees in the B-17 and above rated jobs will be regularly evaluated by a standard procedure.
- 7) An employee who is disqualified is not eligible to bid on another job within that code for a period of eighteen (18) months and provided that the deficiency that caused disqualification has been corrected.
- 8) The disqualification procedure outlined in this section will not apply to those employees in the skilled trades classifications.
- 9) Disqualification procedures for an employee involves the following process:
 - a) BTL has a meeting with employee and Steward and outlines in writing the job performance issues.
 - b) BTL gives the employee a certain amount of time (usually 15 working days) to improve his or her performance.
 - c) If the performance doesn't improve, a meeting is held with employee and Steward. The BTL reviews the first and second performance evaluations, and then disqualifies the employee.

6. **TEMPORARY UPGRADES**

The purpose of this section is to provide a uniform procedure for assigning employees to temporary

upgrade jobs as a result of absences due to personal illness, vacation, etc. when the absence is from 1 to 90 days and the temporary opening has not been filled through the job posting procedure the steps below will be followed:

FOR B17 AND ABOVE RATED JOBS:

- (a) Any employee in the cost center who has been trained will be offered the upgrade based on seniority. If no one accepts the upgrade the least senior trained employee in the cost center will be forced to take the upgrade.
- (b) If no employee is available under (a), the upgrade will be offered to employees below the b-rate in the cost center by seniority. If no one accepts the upgrade, the least senior employee below the b-rate in the cost center will be required to perform the upgrade.

FOR B16 AND BELOW RATED JOBS:

- (a) The upgrade will be offered to employees below the B-Rate in the cost center by seniority.
- (b) If no employee accepts the upgrade, the least senior surplus employee at the same B-Rate in the cost center will be required to perform the upgrade.
- (c) If no employee is available under (b), the least senior employee below the B-Rate in the cost center will be required to perform the upgrade.

FOR ALL JOBS

- (a) An employee who accepts the upgrade will hold such upgrade until the employee is relieved from work or the reason for the upgrade ends.
- (b) When offering a temporary upgrade, an employee who has previously declined the upgrade will be bypassed until such time as

they elect to be reconsidered and are signed back on the list.

- (c) After 90 days, all temporary openings shall be filled through the job posting procedure. Employees who receive the training in order to be considered for the following "regulatory sensitive" occupations, (9160, 9205, 9207, 9710, 9713, 9730, 9735, 9741, 9742, and 9743), once having accepted the training, cannot refuse a temporary upgrade because of the environmental and safety criticality of the position.

7. TRADES

- A. An "active" employee may trade jobs with another "active" employee so long as the following conditions are met:
- 1) Each hold the same B-rate and job classification on a permanent basis on record when the trade is requested and when it becomes effective.
 - 2) Each employee is qualified and physically capable of performing the job code to which they are trading.
 - 3) The trade is made with the prior knowledge of the BTL(s) and Stewards of the employees involved and Human Resources, as documented on a trade form to be available for this purpose.
 - 4) The effective date of the trade is specified and agreed to by both employees, their BTL(s), and Human Resources.
 - 5) A Plant movement "freeze" is not in effect.
 - 6) Once a trade has taken place and the employees have moved, the employees cannot bid or trade to another job for a period of 120 days.

8. REDRESS

The above provisions shall not alter any obligation or right not to fill an opening by upgrading nor shall it limit any right an employee or the Union may have under Articles XIX, XX, and XXI of the Agreement to protest a selection.

Article XII

LOAN IN/LOAN OUT PROCEDURES

1. Loan out by cost center/shift by seniority in the classification affected.
2. Upgrade procedure must be run in the receiving cost center, including forcing, prior to "Loan-in" procedures. **When upgrading for loan-out to cost centers where the entry rate is greater than B10:**
 - (a) **Prior to offering voluntary upgrades to employees for loan-out, the Work Pool (C95) must be depleted.**
 - (b) **Employees will not be forced to cross Job Groups.**
 - (c) **In the receiving cost center the Upgrade Procedure must be run down to the entry rate when upgrading for loan-in.**
 - (d) **In the loaning cost center the Upgrade Procedure will occur prior to loan-out.**
3. A loaned out employee is not backfilled with a borrowed person or a person from another classification, unless it is an overtime situation with an employee with the same classification from the prior shift in the same cost center. (Employees in an overtime situation are not considered 'loan-ins')
4.
 - (a) **Medically restricted employees will be loaned out by virtue of their seniority. Receiving cost center will attempt to accommodate them.**

(b) **Medically restricted employees temporarily assigned to a cost center will be loaned out prior to any permanently assigned employee in that cost center.**

5. Of the employees being loaned out of the cost center, the higher senior employees will be offered the opportunity to stay in the BTL area in the employee's job group, if the opportunity exists.
6. At the receiving cost center an operator can be placed on any job at or below their "B-Rate".
7. Employees loaned out early in the shift and needed back in the cost center later in the shift, should return to the cost center by seniority, in descending order.
8. To avoid frivolous movement, the above procedure (number 7) shall not be mandatory after 12:30 p.m. for day shift employees, and after 10:00 p.m. for night shift employees.
9. The above procedures **do not provide for loan-in to C95** and does not cover **GEA-Bloomington Production Operations, LLC Work Pool employees (see GEA-Bloomington Production Operations, LLC Work Pool Procedures).**

ARTICLE XIII VACATIONS

1. PAID VACATIONS

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

<u>Years of Continuous Service</u>	<u>Vacation</u>
1	1 week
2	2 weeks
5	2 ½ weeks
7	3 weeks
15	4 weeks
20	5 weeks
30	6 weeks

2. ELIGIBILITY REQUIREMENTS

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

- 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; or
- b) Receives earnings from the Company directly applicable to all or part of such week. If an employee has not qualified under (a) and (b) above, but returns to work without loss of continuity of service during the vacation year, he will become entitled to a vacation or vacation allowance in the vacation year after he shall have worked in the vacation year for one month or for a period equal to that of his absence if his absence was less than one month.
- c) Any such employee re-employed too late to work for one month in the vacation year will be paid his vacation allowance and may have a portion of the time out considered as the vacation to which he is otherwise eligible.

3. DETERMINATION OF PAID VACATION

A. BASIC OR GUARANTEED VACATIONS

The basic vacation period of an eligible employee shall be based upon his 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 to an additional vacation under provisions of Section 1 (or who completes his first year of continuous service during the vacation year) will receive such additional vacation (or his initial vacation) provided that an employee shall not be entitled to any such vacation in a vacation year unless he shall actually perform work as an active employee of the Company during such vacation year after having qualified for such vacation.

4. TERMINATION OF EMPLOYMENT

An employee who quits, is discharged, dies or retires will promptly hereafter receive full vacation allowance to which he may then be entitled. In the case of employees who die, vacation allowances will be treated as wages owed the employee, and payment made accordingly.

5. 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 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 illness or accident, or because he is laid off for lack of work, may elect (except when the plant or part thereof is scheduled for an annual shutdown) to have the first portion of such absence designated as the period of any vacation to which he 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 work weeks (of ½ day or longer) may (with the Company's approval) utilize extra vacation time to which he is entitled in excess of the scheduled shutdown for such absences in the form of vacation days. This time may be paid out in units of not less than ½ day periods.

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 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 had qualified, 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 was entitled.

6. 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 subsection (B) below, by the appropriate rate-

multiplier as determined by subsection (C) below. Vacation pay for any extra day or half day 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 under subsection (b) below and
- (2) multiplying such daily equivalent by the appropriate rate multiplier determined by subsection (C) below.

B. DETERMINATION OF WEEKLY HOUR-MULTIPLIER

The weekly hour-multiplier for vacation pay computations for all employees will be forty (40) except as noted in the following paragraphs of this subsection (B).

(1) SHORT SCHEDULES

The weekly hour-multiplier of an employee whose regular weekly schedule at the time his vacation begins is less than forty (40) hours will be the greater of either

- a) His scheduled hours per week at the time the vacation begins, or
- b) His scheduled hours per week during the last fiscal week, as determined by the GE fiscal calendar, worked by him during the year preceding the vacation year, but in any event will not be greater than forty (40) hours.

(2) MULTIPLE-SHIFT SHORT SCHEDULE

Notwithstanding the provisions of (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-seven and one half (37 ½) hours shall be not less than forty (40) hours.

(3) EXTENDED SCHEDULES

The weekly hour-multiplier of an employee who shall have worked an average of more than forty (40) 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(max)

NOTE: For the purposes of the foregoing schedule, average weekly hours will be computed by dividing total number of hours actually worked by the employee during said fiscal 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. An observed holiday;
- c. Jury duty service;
- d. Military service for which service credits are granted under Article XIV;
- e. Annual shutdowns and vacation periods;
- f. Employee's Personal Absences for which pay is granted;
- g. Time paid for death-in-family absence;
- h. Time lost due to compensable accident or compensable illness.

C. DETERMINATION OF RATE-MULTIPLIER

The rate multiplier for employees will be as follows:

Current Rate (including night shift bonus for employees who are regularly scheduled on a night-shift)

Year-End Rate (including night-shift bonus for employees who are regularly scheduled on a night shift)

Regular hourly daywork Rate in effect at time his vacation begins.

Regular hourly daywork in effect during the last full calendar week worked by him during year preceding vacation year.

D. PAYMENT FOR INCIDENTAL ABSENCES

The payments described in section 5(c) will be paid on the same basis as outlined above.

7. SCHEDULING OF VACATIONS

A. Vacations will be scheduled at the sole discretion of the Company to conform to the requirements of the business.

B. PLANT SHUTDOWNS

In the event of one (1) or more scheduled plant vacation shutdowns within the vacation year employees will have their vacation time scheduled during the plant shutdown periods; however, exceptions may be made subject to the requirements of the business.

C. POSTPONEMENT OR DIVISION OF VACATION

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

8. TIME OF VACATION PAYMENT

Except as otherwise provided in this Article, vacation allowances for full weeks shall be paid to an employee on or about the last day worked by him prior to the beginning of the vacation scheduled for him (except payments under section 5(c) above). An employee who takes his vacation prior to the date upon which he becomes eligible will receive payment (computed in accordance with section 6 above) after the employee is qualified

9. 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 work week of the employee. The extra day must be taken immediately before or after as an extension of the vacation; however, with the consent of the Company, exceptions may be made subject to the requirements of the business.

10. 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 XV, the employee will be entitled to substitute up to two (2) days of death in family leave for 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*

11. 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.

ARTICLE XIV

MILITARY PAY DIFFERENTIAL

1. An employee with 30 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 17 days of such military service, during each calendar year. The employee shall be granted service credits for such 17 day period or portion thereof during which he 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 40 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 17 day period. Such items as subsistence rental and travel allowance shall not be included in determining pay received from the Government.
2. An employee with 30 days or more of service credits who does not exhaust the 17 calendar day period during the calendar year for his annual encampment or training duty and who is required during the same calendar year to attend a weekend period of training shall be granted military pay differential provided that the 17 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 (8) 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 17 calendar days of military service have been utilized in the same manner as annual encampment or training duty.

3. An employee with 30 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 (8) weeks in any calendar year, and shall be granted service credits for such absence up to eight (8) weeks.
4. Employees will be permitted to take a vacation and attend a military encampment at separate times and be granted both a 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.
5. An employee who has less than 30 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.

ARTICLE XV

ABSENCE FOR DEATH IN FAMILY

1. An hourly paid employee with 30 days or more of service credits who is absent from work solely because of the death and funeral of the following relatives will be compensated, on the basis of his average straight time earnings, for the time lost by him from his regular schedule by reason of such absence for five days for each such absences and up to eight hours per day:

- *his or her spouse
- *child;
- * parent or step parent
- *step-child;
- *Foster child (if living in the employee's house)

2. An hourly employee with 30 days or more of service credits who is absent from work solely because of the death and funeral of the following relatives will be compensated, on the basis of his average straight time earnings, for the time lost by him from his regular schedule by reason of such absence, for three days for such absence and up to eight hours per day:

- *His or her grandchild
- * step grandchild
- *Son-in-law,
- *Daughter-in-law
- *Grandparent
- * step grandparent
- *Grandparent-in-law
- *Brother
- *Brother-in-law
- *step brother

- *sister
- *step sister
- *sister-in-law
- *mother-in-law
- *father-in-law

For further reference on death-in family benefits, see the appropriate letter of intent.

ARTICLE XVI

JURY DUTY

1. When an employee is called for service as a juror, or who loses time from work because of his appearance in court pursuant to proper subpoena, except when he is either a plaintiff, defendant or other party to the court proceeding, he will be paid, upon proof of service, up to a limit of eight (8) hours per day and forty (40) hour per week.
2. Third shift employees will have the opportunity to leave work four hours early to prepare for such service described in section 1. above. This time will be unpaid.
3. Third shift employees will have the opportunity to *split their compensation days in lieu of (2) above.*

ARTICLE XVII

LEAVES OF ABSENCE

An employee with continuity of service who for good cause desires a leave of absence or a renewal thereof shall make an advanced written request. Leaves of absence shall not exceed one (1) year in length except as provided in Article XVIII, section 4. Request for leave of absence without pay will be granted in individual cases at the sole discretion of the Company.

ARTICLE XVIII
UNION REPRESENTATION

Shop Steward: Union representative at the BTL level of the grievance procedure, assigned by the Union President, to one or more cost centers.

Shift Steward: Union representative at the Coach level of the grievance procedure, assigned by the Union President, to a particular Chief Steward on a particular shift.

Chief Steward: Union representative at the Coach level of the grievance procedure, assigned by the Union President, to a particular shift. Shop Stewards and Shift Stewards report to the Chief Steward on the respective shift.

1. PAYMENT OF GRIEVANCE TIME

A. Shop stewards whose names have been furnished to the Management will be paid by the Company during each fiscal month, based on the GE fiscal calendar for 1 ½ (one and one half) hours per week while engaged in the investigation and processing of grievances, during their regular working schedule, and which involves employees they normally represent. All such payments will be made at the employees established rate.

B. The Chief Stewards and Vice-President whose names have been furnished to the Management will be paid by the Company during each fiscal month, based on the GE fiscal calendar, for five (5) hours per week for Chief Stewards and Union Vice-President while engaged in the investigation and processing of grievances during their normal work schedule. All such payments will be made at the employees established rate.

- C. The Union President shall receive payment for up to forty-two (42) hours by the Company during each fiscal month containing four (4) weeks for time spent during his regular working schedule in investigating or processing grievances at the first and second steps of the grievance procedure. When the fiscal month contains five (5) weeks the Union President shall receive up to fifty-two (52) hours of payment for the above purpose. All such payments will be made at the employee's established rate. When the President does not utilize all of the paid time to which he is entitled, he may carry such paid time forward from month to month. However, the maximum total amount of unutilized paid time carried forward shall not exceed fifteen (15) hours.
- D. Members of the Shop Committee shall receive payment by the Company for time spent during their regular working schedule in meetings scheduled with Management for the purpose of discussing grievances in the Third step of the grievance procedure as set forth in Article XIX of this agreement. The Union President and Vice-President shall receive payment for up to four (4) hours per fiscal week for grievance investigations prior to and including meetings with Management representatives. The remainder of the Shop Committee shall receive payment for four (4) hours per fiscal week for time spent in meetings scheduled with management for the purpose of hearing grievances in the Third Step of the Grievance Procedure. This allowance is to apply only where such meetings are with the Shop Committee and

not with individual members thereof. When the individual members of the Shop Committee do not utilize all of the paid time to which they are entitled, they may carry such paid time forward to the next month only. Therefore, there will not be more than eight (8) paid hours in any month. The total number of Shop Committee members and those who may receive such payments for a given meeting with Management shall be limited to six (6) as designated by the Local.

- E. The Union shall within two (2) weeks of the selection of members of the Shop Committee submit to the Human Resources Manager by certified letter, signed by the President, the names of the members of the Shop Committee, and will promptly advise the Company of any changes in such committee.
- F. Whenever an OSHA inspection shall occur in a work area that includes employees represented by the Local Union, the shop steward or other employee designated by the Union who accompanies the OSHA inspector as the employees' representative will be paid for time lost from work during such inspection.

2. PRESIDENT, CHIEF STEWARD, SHIFT STEWARD, SHOP STEWARD

- A. The Management will recognize one Shop Steward for each BTL, equivalent manager, or clearly identified work group (normally equal to 70 employees). The maximum number of shop stewards will be determined based on the total number of employees in the plant. Management and the Union will determine the distribution of stewards throughout the plant.
- B. The Management will recognize two (2) Chief Stewards. Such assignment will not be made

- to the third shift until active employment level reaches or exceeds 300 members.
- C. The Management recognizes that the Union President or Vice President may leave his assigned work to fulfill his Union duties.
 - D. The activities of the Stewards shall be limited to the work area which they are respectively designated to represent unless reassigned by the Chief Steward, with notification to the BTL's affected.
 - E. Shop Stewards will not leave their assigned work to investigate or process grievances without first notifying their immediate BTL. If the nature of the work is such that the Shop Steward cannot immediately be spared, the BTL will make suitable arrangements to release the Shop Steward within one hour following the Shop Stewards request, or prior to the end of their shift, whichever comes first. Upon stopping his regular work to process grievances, the Shop Steward will obtain a Union time voucher and both the BTL and Shop Steward shall sign the voucher for notification for time elapsed.
 - F. The Union shall notify the Human Resources Manager and the BPO payroll office in writing signed by the President, of the names of the designated Shift Stewards, Shop Stewards, and Chief Stewards. Management will recognize appointed Stewards upon the dating and initialing of such notice by the Human Resources Manager. The Union will promptly advise the Management of any changes in office or position.
 - G. The Union agrees that only authorized officers or agents of the Union will act for or on behalf of the Union under the term of this agreement.

3. LAYOFF DEFERMENT

- A. At time of layoff from work due to a lack of work situation and reduction in force, excluding temporary layoffs as defined in Article X, the Union President, Vice President, Financial Secretary, Recording Secretary, Treasurer, and Chairman of the Executive Board (a maximum of six such elected officials) who have accumulated six months or more of service credits, and, as recognized in section 1 above, and as permitted by law, shall be assigned any work available for which they are qualified so long as there is work available. Under no circumstances will layoff preference apply for the President, Vice President, Financial Secretary, Recording Secretary, Treasurer, and Chairman of the Executive Board except for lack of work situations as provided above and then such preferences shall be given only upon the written request of the Union made to the Management specifically stating the individuals to be granted such layoff deferment.
- B. At time of layoff from work due to a lack of work situation and reduction in force, excluding temporary layoffs as defined in Article X, the Shop Stewards, Shift Stewards and Chief Stewards, who have accumulated six months or more of service credits and as recognized in section 1 above, shall on advance written request of the Local be deferred from layoff and shall be assigned any work available for which they are qualified, so long as there is work available in their area. Under no circumstances will layoff preference apply for the Shop Stewards, Shift Stewards

and Chief Stewards except for lack of work situations as provided above and then such preference will be given only upon the advance written request of the Union made to the Management specifically stating the individuals to be granted such layoff deferment.

4. UNION LEAVES OF ABSENCE

- A. An employee who is designated President/Business Manager and not more than (2) other officers or officials of the Union who have one (1) or more years of continuous service with the Company and who represent the Local Union in its relations with the Company shall, at the written request of the Union be granted 'up to one year' (1) leave of absence from the Company for Union business. Such leave of absence will be granted without pay and without forfeiture of prior accumulated continuous service or seniority. Such leaves shall be limited to not more than three (3) officers or officials of the Union at any one time.
- B. If application is made prior to the end of such leave of absence, such leave may be extended yearly, provided such extension is mutually agreed upon by the Company and the Union.
- C. Solely for determining relative seniority for purposes of layoff and rehire, such employee shall have added to his prior accumulated continuous service the total period of any such leave of absence.
- D. At the conclusion of the term of a leave of absence of sixty (60) days or more for Union business or at an earlier date within the term of the leave and upon a notice of thirty (30)

days by the employee to the Company, such employee will be reemployed in work of the same or similar character in the same or other division of the same plant, if qualified therefore, and if entitled thereto on the basis of their prior accumulated continuous service.

ARTICLE XIX

GRIEVANCE PROCEDURE

A grievance which involves the interpretation or application of this agreement or a disciplinary penalty (including Discharge, Federal, State or Local law, Administration of Company Policies, Safety and Ergonomics) may be filed by an employee alone, or with the assistance of his steward, or by the Union. Grievances will be processed only by recourse to the successive steps outlined in this Article.

Grievances of a general nature, which involve plant-wide considerations may be submitted directly to Step 3 of the Grievance Procedure. Such grievances shall be in writing giving all pertinent information and specifying the relief requested and must be submitted by the Chief Steward or President of the Union to the Human Resources Manager **or the designated representative of the Human Resources Manager..**

1. STEP 1

Within five (5) working days of the time of the occurrence or knowledge of the situation, condition or action of management that creates an employee issue, the employee alone or with the assistance of the Steward or designated Union Representative, shall state the grievance verbally to his BTL. The BTL must respond to this issue by meeting with the employee, and the Steward if requested, within four hours or before the end of the shift, whichever comes first.

Within twenty-four hours of holding this meeting, the BTL must respond to the issue with a verbal answer. If a satisfactory verbal settlement is not given by the completion of the following scheduled work day, the issue may then become a written grievance. The grievance is to be written by the Steward, signed by the aggrieved employee, and submitted to the BTL. The written grievance must state the alleged problem and the specific clause of the Agreement or violation of federal, state, or local law, administration of Company policies, safety or ergonomics.

If the Union does not process the grievance in writing to the second step within ten (10) working days from receipt of the BTL's answer at Step 1, the grievance shall be considered closed and will not be re-opened for discussion.

2. STEP 2

Upon receipt of the written grievance, the BTL will have five (5) working days to arrange a meeting with the employee, Steward, Chief Steward, and Human Resources. The BTL shall give a written answer to the written grievance within three (3) working days following the meeting. If further investigation is required, additional time may be allowed by written mutual agreement of the Management and the Union.

If the Union does not process the grievance in writing to the third step within ten (10) working days from receipt of the BTL's written answer in Step 2, the grievance shall be considered

closed and will not be re-opened for discussion.

3. STEP 3

a If a settlement is not reached in Step 2 and the Union decides to process the grievance to Step 3, it may within ten (10) days from the receipt of the BTL's written answer in Step 2 present the written grievance to the Human Resource Manager or his designated Representative.

b The Human Resource Manager or his designated representative shall arrange a meeting with the representative of management, such other individuals as he may designate, and the Shop Committee within ten (10) working days after receipt of the written grievance for the purpose of discussing such grievance. Additionally, Chief Stewards may request other individuals as they determine necessary. A representative of the International Union may be present at such meetings upon request. If more time is required, the parties may agree to a mutually satisfactory extension of time within which such meeting must be scheduled. The Human Resources Manager or his designated representative shall give an answer to the grievance in writing within five (5) working days after the meeting. If further investigation is required, additional time may be allowed by written mutual agreement of the Management and the Union, not to exceed two weeks.

Upon expiration of forty-five (45) calendar days from the date of Management's written reply to the grievance at Step 3, the grievance shall be considered settled and closed for all purposes subject, however, to any timely

action by the Union in accordance with Article XX (Arbitration), or Article XXI (Strikes and Lockouts) of this Agreement.

Grievance time periods, for the purpose of processing grievances through Step 3, shall begin the day following its receipt by the appropriate party.

None of the provisions of the successive steps in the grievance procedure shall become applicable unless provisions of the proceeding steps have been followed.

ARTICLE XX ARBITRATION

1. Any grievance which remains unsettled after having been fully processed pursuant to the provisions of Article XIX and which involve either:
 - (A) The interpretation or application of a provision of this Agreement, subject, however, to the exclusions contained in section 3 below; or
 - (B) A disciplinary penalty (including discharge) imposed on or after the effective date of this Agreement alleged to have been imposed without just cause, may be submitted to arbitration with the prior, written mutual agreement of the Union and the Company as executed by their authorized representatives. Either the Company or the Union may request arbitration by written notification stating in reasonable detail the issue or issues to be arbitrated, with specific reference to the provision of this Agreement involved. If written request of arbitration is not made by the Union within the forty-five (45) day period specified in Article XIX, the grievance shall be considered settled and closed for all purposes

and the decision of the Company shall be considered as binding upon the parties.

(C) The Company shall respond to the Union with regard to its intent within twenty-one (21) calendar days of the date of the request by the Union to arbitrate a grievance specified in Article XIX.

2. Within ten (10) days following the mutual agreement of the parties to arbitrate a grievance the Company or the Union may request the Federal Mediation and Conciliation Service to submit a panel of names from which an arbitrator may be chosen. The arbitrator shall be chosen by mutual agreement from a panel (or successive panels, if necessary) of suggested arbitrators submitted by the Federal Mediation and Conciliation Service.

3. It is specifically agreed that no arbitrator shall have the authority to decide any matter involving the exercise of a right reserved to management under this Agreement, including but not limited to management's right to determine the methods and means by which its operations are to be carried on, the right to sub-contract, discontinue or relocate all or any portion of any such operations, the right to assign work and establish the size, *composition and qualifications of the work force*, to determine job classifications, standards and rates of pay, and to maintain safety, efficiency and order in its plants and operations, nor shall an arbitrator have the authority to establish or modify any wage, or piece rate, or job classifications, or have the authority to decide the appropriate classification of any employee. In addition, no grievance shall be subject to arbitration pertaining in any way to the establishment, administration, interpretation or application of any General Electric

Benefit Plan set forth in the parties 2003 Memorandum of Agreement on Employee Benefits; and no arbitrator shall have the authority to review a grievance or enter an award with respect to the scheduling of vacations, any discipline or discharge imposed on any probationary employee, disputes involving the Union's jurisdiction, or the interpretation or application of Article I Recognition, Article IV-Discrimination and Coercion, or Article XXII-Wage Rates.

4. The award of an arbitrator on any grievance subject to arbitration as here in provided shall be final and binding upon all parties to this Agreement, provided that no arbitrator shall have any authority to add to, detract from, or in any way alter the provisions of this Agreement. The only questions to be determined by an arbitrator in cases involving disciplinary penalties shall be *whether such penalties have been imposed for just cause.*
5. No more than one grievance may be submitted to or be under review by any one arbitrator at any one time unless by mutual agreement of the parties. The arbitrator's fees and other arbitration costs including the cost of the transcript of proceedings shall be borne mutually by the parties. Each of the parties shall pay the full cost of presenting its own case including payments of technical experts engaged for testimony, and all other witnesses.
6. In the event that a party initiating a request to cancel or postpone a hearing fails to provide notice to avoid incurring a cancellation fee, and no good cause can be shown for the untimely cancellation, such party shall be responsible for payment of the applicable fee:

- (a) 1-2 weeks prior to hearing date
50% per diem rate
- (b) less than 2 week prior to hearing date
100% per diem rate

7. SUPPLEMENTAL ARBITRATION PROCEDURE

Any arbitration cause between the Company and the Union which is limited to a disciplinary penalty other than discharge is covered by the supplemental arbitration procedure set forth below:

(A) The following rules shall apply in cases covered by this section;

- 1) The only issue before the arbitrator shall be whether the discipline was imposed for just cause.
- 2) There shall be no transcript of the hearing.
- 3) There shall be no post-hearing briefs or other written arguments by the parties.
- 4) If either party so requests, there shall be a thirty(30) minute recess before any closing oral arguments by the parties.
- 5) The arbitrator shall render an Award without an Opinion no more than twenty-four (24) hours after the closing of the oral hearing.
- 6) A date for a hearing shall be scheduled within sixty (60) days of the appointment of the Arbitrator.

ARTICLE XXI

STRIKES AND LOCKOUTS

- 1. During the term of this Agreement there shall be no strike, stoppage of work, sit-down, slowdown, employee demonstration or any other organized or concerted interference with work of any kind, and no such interference with work shall be directly or

indirectly authorized or sanctioned by the Union or its officers, stewards, or representatives.

2. The provisions of section 1 of this Article XXI, shall not apply with respect to a strike provided all of the following conditions are met:
 - A) The strike is called over a grievance which originated in the bargaining unit and which has been fully processed through Step 3 of the grievance procedure, as provided in Article XIX;
 - B) The forty-five (45) calendar day period specified in section 3 of Article XIX has not expired.
 - C) The grievance has not been referred to arbitration in accordance with the provisions on Article XX; and
 - D) The Union notifies the Company in writing by registered or certified mail at least ten (10) days in advance of the commencement of the strike of its intent to call a strike. The notice to the Company shall specify the grievance on which the strike is based and shall indicate the date and hour on which the strike will commence.
3. The Company will not lock out any employee or group of employees during the term of this Agreement.

ARTICLE XXII WAGE RATES

1. JOB CLASSIFICATION AND JOB RATES

All jobs within the bargaining unit shall be identified by the Company by a job classification and assigned job rate. The Company will furnish the Union with information concerning existing job classifications as well as newly established classifications as available.

The Job Classifications and definitions referred to are merely for purposes of identification and general description and do not purport to be all inclusive or exhaustive of the actual requirements of any job so classified or defined

The Job Rates assigned to Job Classifications once evaluated on the Rate Structure shall be changed or revised, either upward or downward, whenever warranted by a change in job content, as determined by the Company.

2. **STARTING RATES – PROGRESSION SCHEDULES**

(a) Employees will progress from their starting rate to the job rate for the job to which they are regularly assigned in accordance with the established progression schedule as set forth in Appendix D of this Agreement. Starting rates shall be as follows:

B-7 through B-11, two "B" step rates below the established job rate for the job to which an individual is assigned.

B-12 through B-16, three "B" step rates below the established job rate for the job to which an individual is assigned.

B-17 through B-29, four "B" step rates below the established job rate for the job to which an individual is assigned.

(b) Progression schedule increases will be made effective on established time schedules as outlined in the progression schedule set forth in Appendix D on wages or in progression schedule B1 or B2 as applicable. An employee who is absent from work for more than ten (10) consecutive working days who is subsequently reinstated on the same job to

which he was assigned prior to his absence will have his progression schedule revised to reflect the time he was absent from work. His new progression schedule will, however, provide credit for time worked toward the employee's next scheduled progression increase prior to his absence.

(c) Also, provided that hourly rated employees hired after June 26, 1988 who have no record of prior GE service, shall be placed on starting rates and progression schedules in accordance with the provisions contained in section 2, (d) of this Article.

(d) Starting Rates and Progression Rates and Schedules for Employees Hired After August 5, 1991.

(1) This section will apply to hourly employees, hired for jobs with a job rate within the one month progression schedule who have no record or 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:

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

For the purpose of this section

- (1) only, time spent away from a 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 1, 1997.
- (2) 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 next 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.
- (3) 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.
- (4) Employees hired under the provisions 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, Transfers, notwithstanding. After completing the

initial progression schedule and reaching job rate of the assigned job the other provisions of this Article will be applicable to subsequent transfers.

2. TRANSFERS

An employee transferred to a day work job who can satisfactorily perform the transfer job assigned, as determined at the discretion of the Company, will receive a rate established as follows:

A) TRANSFER TO A JOB WITH THE SAME OR A LOWER JOB RATE

The Job Rate for the job to which he is transferred or the employee's Established Rate immediately preceding the transfer, whichever is lower.

B) TRANSFER TO A JOB WITH A HIGHER JOB RATE

The appropriate Starting Rate for the transfer job in relation to the established Job Rate for such job, or the employee's Established Rate immediately preceding the transfer, whichever is the greater. In the instance that a temporary job has been held prior to being awarded a permanent job, the last permanent job will be the basis for placement on the progression table.

An employee transferred to a daywork job who cannot satisfactorily perform the transfer job assigned without additional training and experience, as determined at the discretion of the Company, will receive a Step Rate on the established Rate Structure that is commensurate with his experience, as determined by the Company. Such Established Rate shall not be less than the

appropriate Starting Rate for the assigned job or higher than the Job Rate for the assigned job.

An employee who is transferred to a job having a higher Job Rate on which he was previously assigned to work and performed in a satisfactory manner will be reassigned to such job with his Established Rate being that which was in effect as his Established Rate when previously working on the higher rate job.

When an employee is hired or transferred through the Relations Office, he will be informed on the title of the job to which he is assigned, his starting Rate, rate of established progression and progression schedule and the Job Rate for the job to which he is assigned or transferred.

ARTICLE XXIII GENERAL

1. BULLETIN BOARD

The Company will furnish the Union with bulletin boards or sections of bulletin boards for the purpose of posting Union notices providing that such notices contain nothing political, controversial, or critical of the Company. Such notices shall be submitted to the Manager of Human Resources prior to posting and shall be subject to Management Review. The Manager of Human Resources will arrange for prompt posting of all appropriate notices.

2. PRODUCTION AND MAINTENANCE WORK

Production and maintenance work performed by employees within the bargaining unit shall not be performed by BTL's, or other salaried personnel not included within the bargaining unit, except for

the purpose of instructing or demonstrating proper methods and procedures of performing work operations, or in the event of an emergency, or in such cases where assistance is necessary to restore and/or maintain normal production operations. Notwithstanding the foregoing, such BTL's and salaried employees may operate equipment and produce parts for the purpose of tryout of new tools and equipment, determining cause and effect of faulty operations and machine failures, installing and reworking new tools and equipment, and may assemble and inspect initial pilot-run models as necessary to establish appropriate methods.

3. **JOB GROUPS**

Job groups include the following:

Assembly

54, 71, 78, 80, 82, 83, 84, 85, 86, 87, 89, 90,
91, 92, 93, 95

Fabrication

64, 65, 66, 67, 69, 95

Quality

26, 38

Materials/Warehouse

29, 32, 34, 35, 95

Skilled Trades/Maintenance

46, 47

Ergonomics/Safety

50

ARTICLE XXIV

SICK & PERSONAL PAY

1. An hourly 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

Worker'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 for Each Calendar Year
1 through 9 years	16 hours
10 through 14 years	24 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 Manager to utilize Sick and Personal Pay for absences due to an observed holiday or temporary layoff. Approval will not be unreasonably withheld. An employee is expected to notify his 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.

2. **ACCUMULATION OF SICK & 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 and 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 1, 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 1.

3. RATE OF PAY

The rate of pay applicable to absences covered under this article will be current normal straight-time *hourly earnings in effect when last at work* prior to the absence, including night shift bonus for employees who are regularly scheduled on a night shift

4. **MAXIMUM HOURS**

- (a) 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 total eligibility.**
- (b) 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 1.** 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.

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.*

- (c) **An employee working a regular daily schedule of not less than six (6) hours shall receive Sick and Personal Pay based on his regular daily schedule up to the**

**Maximum Hours for which he is eligible
under the table in section 1**

5. SICK AND PERSONAL PAY ALLOWANCE

When an employee is terminated because of 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 12 months or more. Such allowance will be paid the earlier of termination or twelve months following removal from the active payroll.

ARTICLE XXV

JOB AND INCOME SECURITY

SECTION 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 any plant, service shop or other facility or those Company operations which would result in the termination of all employees represented by the Union at that location when those 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 any plant, service shop or other facility (except as specifically provided in the paragraph above) nor to the termination or discontinuance of all its former operations coupled with the announced intention to

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

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 one location coupled with the assignment of the same work to a different location, including sub-contracting 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 first location.
- 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 "automated office machine" means a device for doing office work which is computer-based and which includes word processing, data processing, image processing, electronic mail or business and engineering graphics devices.
- g) A "week's pay" for an hourly employee on daywork shall be calculated by multiplying the higher of (a) his straight-time hourly rate (including any night shift bonus) which he was paid during the last week worked by him or (b) his straight-time hourly rate (including any night shift bonus) which he was paid during the last full calendar week worked by him during the calendar year preceding the year in which his current layoff began, times the number of hours in the employee's normal workweek, up to 40 hours. A "week's pay" for an hourly employee on incentive shall be calculated by multiplying the higher of (a) his average straight-time earning rate (including any night shift bonus) obtained from the last available periodic statistics applicable to time worked by him during his last week worked or (b) his average straight-time earning rate (including any night shift bonus) obtained from the last available periodic statistics applicable to time worked by him during the calendar year preceding the year in which his current layoff began, times the number of hours in the employee's normal workweek, up to 40 hours.
- h) The term "Special Early Retirement Option Offset" includes the present value of the difference between the pension benefits the employee would be eligible to receive absent

exercise of the Special Early Retirement Option or the Plant Closing Pension Option, and the benefits to be received under the Special Early Retirement Option or the Plant Closing Pension Option, including the present value of any Pension Plan Supplements payable as a result of a permanent job loss event as defined in the GE Pension Plan. This difference shall be measured from the date of termination for retirement to the date the individual would be otherwise able to receive an unreduced pension. For the purpose of determining present value, the interest rate discount assumption **used** will be **whichever of the following two interest rates applicable to the first day of the calendar year in which the participant retires produces the smaller offset: (1) the lump sum interest rate for private sector payments as may be published by the PBGC, or (2) the "Applicable Interest Rate" under the GE Pension Plan (currently the 30-year treasury rate).** This Special Early Retirement Option Offset shall also include an amount attributable to health benefits payable as a result of a permanent job loss event as defined in the GE Pension Plan. As of January 1, **2003**, **this** amount will be calculated by multiplying **\$5,189** times the number of whole years between the date of termination for retirement and the date when first eligible for Medicare. The resulting number shall be reduced by a factor equivalent to the percent of employee contributions toward the average value of health coverage at the time of the Special Early Retirement Option or Plant Closing

Pension Option election. The \$5,189 figure shall be adjusted annually based on annual increases in the medical component of the Consumer Price Index for all-urban consumers. The annual adjustment will be made at the end of the calendar year based on the year over year increases of the October index figures.

SECTION 2. PLANT CLOSING

a) GENERAL

- 1) Whenever the Company decides to close a plant, the Company shall give notice of its decision to the Union, the Local or Locals involved 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 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 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 is eligible as described below and the full vacation allowance for which he might have qualified for the calendar year in which his employment is terminated and any other accumulated allowances due him, provided that after the announcement of intent to close a plant he:

- (i) continues regularly at work at the closing location until the specific date of his termination, or.
 - (ii) fails to continue regularly at work until the specific date of his termination due to verified personal illness, leave of absence, or layoff.
- 2) An eligible employee will be similarly eligible for Severance Pay and his full vacation allowance if he 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 locations 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 date of termination be advanced so that he can accept other employment and the local 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 termination for plant closing, to be placed on lack of work status. In such event, the employee will be paid benefits under Section 4 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 $\frac{1}{2}$ 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 3 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 4 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 weeks' pay for each of the employee's full years of continuous service plus $\frac{1}{2}$ of a week's pay for each additional 3

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 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, local 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) Local Union involvement will be encouraged in these activities and local management may also use the expertise and resources of public and private agencies in providing these services.

(iii) Two (2) employee representatives designated by the Local (one such representative in a plant of less than 300 represented employees) will each be paid by the Company at their respective rate then prevailing, for approved absences from work up to a total of eight (8) hours per week to work with local 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 his termination*. Approved courses will normally be given at schools which are accredited by recognized regional or state accrediting agencies and may include:

- Occupational or vocational skill development;
- Fundamental reading or numeric skill improvement;
- High School diploma or equivalency achievement; and
- College level career oriented courses.

(ii) An employee will be reimbursed up to a maximum of ten thousand dollars (\$10,000) 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 a plant closing will vary in terms of employment, location and timing, as well as other local considerations, the Local Union and local management may negotiate a Special Local Agreement covering the plant closing termination procedure for employees represented by the Local.

SECTION 3. RETRAINING AND READJUSTMENT ASSISTANCE

a) RATE GUARANTEE

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 or office machine shall be paid on any job to which transferred or recalled in the plant at a rate not less than the regular hourly daywork rate of the job eliminated for up to seventy-eight (78) weeks immediately following the original transfer or layoff. In the event that an hourly rated 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 that time, such subsequently displaced employee shall be eligible for rate guarantee under this Section 3 (a), effective at the time of the displacement.

b) SPECIAL RETIREMENT BONUS

1) ELECTION

An hourly rated 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 or office 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 or office 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 or office 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 \$14,000

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, or the introduction of an automated manufacturing or office 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 or office machine may request a Special Placement from the eliminated job in lieu of placement, displacement or layoff under the regular local 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 hourly rated 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 or office machine, the Local Union and local management may negotiate a Local Retraining and Placement Agreement

e) **PREFERENTIAL PLACEMENT**

1) **Eligibility**

An hourly rated employee eligible for: (i) Severance Pay under Section 2 or (ii) 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 an automated manufacturing or office machine may elect, prior to the employee's termination for plant closing or layoff, and up to thirty (30) days thereafter (except where the laid off employee has elected to receive his 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 five (5) domestic General Electric Company manufacturing plant, service shop or distribution center locations 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 GE Job and Income Security Plan for Hourly Employees. The election of Preferential Placement status will be effective for three years. This election will not affect an individual's continuity of service. Individuals 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 otherwise eligible for Preferential Placement 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. Up to three location substitutions to those designated will be permitted during the three year eligibility period. Locations which are opened or closed during this eligibility period may be added or eliminated from the designated locations and shall not be considered one of the three substitutions, provided however that no more than three locations may be designated at any one time. All such substitutions shall be made on forms provided by the Company.

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 the 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

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, or 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 **former** location except in the event he is laid off or **terminated** by a plant closing at his new location. **If laid off, or terminated due to plant closing, at the location at which he 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 or layoff date, that employee shall be eligible for reimbursement for *substantiated reasonable and necessary* relocation expenses to the new location up to a maximum of **\$3,000** for individual employees without dependents or **\$6,000** 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 \$175 per visit incurred for the purpose of attending approved selection procedures established by the designated locations

7) Residual Benefits

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 paragraph 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 failures 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 three 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.

SECTION 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 ¼ of a week's pay for each additional 3 months of continuous service at the time of layoff.*
- 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 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 repayment of benefits paid under such Section 4 (b)(1)(iii) or Section 2, this Subsection (a)(2) shall apply when he 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 week's pay. An employee laid off while in the process of service restoration under Article VIII, Section 2(E) shall qualify for the minimum benefit so long as his or her total service credits (including credits not yet restored) equal twelve (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 is unemployed, may elect to receive a weekly payment from the Income Extension Aid payable to him, in such amounts and upon such conditions as set forth in these subsections.

Prior to the exhaustion of his entitlement 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 weekly pay as defined in Section 1(g), 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 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 entitlement to federal and state unemployment compensation benefits, the weekly payment shall be in that amount which equals seventy-five percent of his weekly pay as defined in Section 1(g). Payments shall be made only if the employee certifies that he 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 is unemployed and attending a recognized trade or professional school or training course under the GE Individual Development Program, attendance at which makes him 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 not theretofore 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 the 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.

In the event an employee elects, as provided for in Section 7 of Article XIII 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 **\$14,000** in lieu of any other payment under this Article and will terminate service with the Company.

SECTION 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 or office 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 year in advance of the plant closing date to the Union, the Local involved and to employees concerned. Such notice will include identification of the plant to be closed, the Local involved and the date when terminations of represented employees because of the plant closing are expected to begin.

2) BARGAINING

If the Local 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 Local 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 Local for bargaining provided for in Section 5(a) (2) of this Article, the Company will promptly make the following information available to the Local 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 Local.

b) TRANSFER OR 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 Local involved. 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 anticipated date of the transfer or work.

2) BARGAINING

If the Local 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 Local 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 Local for bargaining provided for in Section 5(b)(2) of this Article, the Company will promptly make the following information available to the Local 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 Local 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 Local.**

c) TRANSFER OF NONPRODUCTION WORK

1) NOTICE

The Company will give notice of its intent to transfer non-production work, or subcontract non-production 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 Local involved. 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

Company notice of intent to subcontract or transfer nonproduction work, the Company will be available to meet with the Local 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 Local for bargaining provided for in Section 5(c)(2) of this Article, the Company will promptly make the following information available to the Local 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 Local 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 Local.

**d) SUBCONTRACTING OF TRADES WORK
AT PLANT LOCATION**

1) NOTICE

The Company will give notice to the Local of its intent to subcontract trades work, where the work will be done by a subcontractor at the same plant location or elsewhere and there is no decrease in the number of represented employees performing such trades work, before finalization of the proposed action provided that the work is of a nature that is normally performed by trades workers (maintenance, tool & die, and other similar classifications). Notice will not be required in emergency situations

2) BARGAINING

If the Local requests bargaining concerning such subcontracting, the Company will promptly meet and discuss

its plans with the Local. However, in no event will the Company be obligated to withhold the effectuation of the proposed subcontracting for more than twenty-one (21) calendar days from the date of the notification of the Local.

3) INFORMATION

If information is requested by the Local for bargaining provided for in Section 5 (d) (2) of this Article, the Company will promptly make the following information available to the Local for such bargaining. This information will specifically include the express reason(s) for intending to subcontract the work and, where employment cost is a significant factor, comparative related wages, payroll allowances and employee benefits expenses of represented employees for the work intended to be subcontracted and of their counterparts who would be assigned the work. This bargaining information will be treated as confidential by the Local.

e) INSTALLATION OF ROBOTS OR AUTOMATED MANUFACTURING OR OFFICE MACHINES

With respect to the installation of robots or automated manufacturing or office machines, the Company will give a minimum of sixty (60) days notice to the Local involved before the use of a robot or an automated manufacturing or office 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 anticipated date of the use of the device.

The Company will notify the Local **in writing** of its decision to utilize a subcontractor, where the work of the type regularly performed by bargaining unit employees 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.

SECTION 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 12 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 Preservation Steering Committee

The Company recognizes the importance of job security to the Union and acknowledges that subcontracting work and the introduction of enhanced technology, 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 jobs, the Company and Union will establish a joint Job Preservation Steering Committee at each Company location employing over 50 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
- Work practices and local agreements to increase efficiency
- Investment plans and potential impact on jobs

Upon request the Steering Committees will meet on a quarterly basis. Union representation on the Steering Committee will be determined solely by the Union and will be restricted to a maximum of 2 representatives for the first 50 to 500 bargaining unit employees, and 1 for each

additional 500 unit employees up to a maximum of 6 representatives in total. **Such representatives will be compensated at their regular rate for up to four hours for time spent participating in the quarterly Steering Committee meetings.** This Steering 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 encourage Local management and Local unions at every covered location to fully participate in the Steering Committee discussions in order to preserve and create jobs. Recognizing that there may be some issues that would benefit from the presence of representatives from the Company and the Union, the Company agrees to consider requests for participation by the Company and Union representatives at specific local job preservation committee meetings on key job preservation issues identified by the Union.

It is recognized by the Company and the Union that locations not meeting the 50 employee threshold may have job preservation issues that would justify conducting job preservation meetings on a periodic basis. Local management and the Local union are authorized 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 **such** potential outsourcing and work transfer **reviewed in a Job Preservation Steering 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 Local agree in writing on the specific jobs that were preserved by the union's proposals.

SECTION 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 Provisions of the Pension Plan.

SECTION 8. LUMP SUM PAYMENT

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 termination and who has made arrangements satisfactory to the Company *providing for repayment shall, during such time as he is not in default of such arrangements and for the purpose only of layoff and recall, be deemed to possess the service credits, continuity of service, and recall rights to be restored to him upon full repayment.*

SECTION 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 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 7, 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.

SECTION 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 a Company plant, service shop, or other facility. However, the operation of this section shall not affect the rights or benefits already provided hereunder to an employee laid off for lack of work prior to the commencement of any such strike, interference, or interruption.

SECTION 11.

A grievance arising under this article may be processed in accordance with the grievance procedure set forth in Article XIX. 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 XX hereof, except by mutual agreement.

ARTICLE XXVI

ISSUES OF GENERAL APPLICATION

This Agreement, the **2003-2007** Wage Agreement, and the **2003-2007** 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 local level collective bargaining negotiations in Year **2003**. 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 and Article XXII of this Agreement.

ARTICLE XXVII

EFFECTIVE DATE of AGREEMENT

This Agreement shall become effective as of the **16th** day of June, **2003**, between the Company and the Union acting for itself, if by the **26th** day of June, **2003** (or such additional time as may be agreed upon between the Company and the Union), such Local ratify this Agreement and cause to be delivered to the Company evidence of ratification, the nature of which has been mutually agreed upon.

If, during the term of this Agreement, either the Union or a Local affiliated with it shall hereafter be certified by the National Labor Relations Board as the collective bargaining representative of other Company employees, this Agreement shall, as of the date of certification, automatically become effective as to such certified bargaining representative and employees represented by it, provided that the Union, or Local so

certified shall within 30 days thereafter, or within such additional time as may be agreed upon between the Company and the Union, ratify this Agreement and cause to be delivered to the Company evidence of ratification, the nature of which has been mutually agreed upon

ARTICLE XXVIII

Modification and Termination

1. 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 17, 2007, or prior to June 17 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 17, 2007 following such notice of modification, this Agreement shall continue in full force and effect until the tenth (10th) 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.
2. 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 17, 2007, or prior to June 17 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.

3. 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.

APPENDIX A

2003-2007 Wage Agreement

The Company will provide general wage increases as follows:

1. General Increases

<u>Effective Date</u>	<u>Increase</u>
-----------------------	-----------------

June 16, 2003	Three percent (3.0%) applied to rates in effect on June 15, 2003.
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June 21, 2004	Two and one half percent (2.5%) applied to rates in effect on June 20, 2004.
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June 20, 2005	Two and one half percent (2.5%) applied to rates in effect on June 19, 2005.
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June 19, 2006	Three percent (3.0%) applied to rates in effect on June 18, 2006.
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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 hourly employees for each full nine hundredths of one percent (.09%) 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.

<u>Effective Date</u>	<u>Measurement Period</u>
December 15, 2003	June 2003 through October 2003
June 21, 2004	October 2003 through April 2004
December 20, 2004	October 2003 through October 2004*
June 20, 2005	October 2004 through April 2005
December 19, 2005	October 2004 through October 2005*
June 19, 2006	October 2005 through April 2006
December 18, 2006	October 2005 through October 2006*
April 16, 2007	October 2006 through February 2007

*(While the measurement period for the Cost-of-Living Adjustment effective December includes the entire period from October through October, the adjustment shall be the 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 and the Locals shall, upon giving 10 days' written notice, have the right to strike solely with respect to such issue.

**3. Wage Structure Modification -
Effective June 16, 2003**

Each local plant's hourly daywork wage structure step rate values will be increased effective **June 16, 2003** as follows:

(a) Daywork Structures

All step rate values in effect on **June 15, 2003**, which are higher than **\$21.030** per hour will be increased incrementally by **\$.01** per hour for every **\$.15** or part thereof by which such step rates exceed **\$21.030** per hour. (At locations where the R-18 or local equivalent straight time hourly rate is lower than **\$21.030**, that rate will be the initial rate for an adjustment in step rate values.)

EXAMPLE - HOURLY

Step Rate Values

Increment

	Equal to or Less Than	
Greater Than		
\$21.030 per hour	\$21.180 per hour	\$.01 per hour
\$21.180 per hour	\$21.330 per hour	\$.02 per hour
\$21.330 per hour	\$21.480 per hour	\$.03 per hour
\$25.380 per hour	\$25.530 per hour	\$.30 per hour

* And continuing in such \$.01 increments up to and including the highest step rate.

4. The wage increases described in 1, 2, and 3 above shall constitute the amount by which:

- (a) Each hourly daywork 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 VI, Section 8, will have their paid progression rates adjusted to maintain the same percentage of the new job rate.

5. The pay increases herein provided shall be applicable to all employees in the IBEW Local 2249 as of June 15, 2003. Employees in the bargaining unit for whom the IBEW Local 2249 is certified as the collective bargaining representative after the effective date of this Agreement shall receive pay increases provided for by Sections 1, 2, 3 and 4 of this Wage Agreement but only insofar as such increases shall, by terms of said sections, become effective after the date of such certification.

The Provisions of the Wage Agreement shall continue in full force and effect between the parties hereto, to and including June 17, 2007.

IN WITNESS WHEREOF the parties have caused their names to be subscribed to this Agreement by their duly authorized representatives this 26th day of June, 2003.

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
LOCAL 2249

GEA-BLOOMINGTON
PRODUCTION
OPERATIONS, LLC

Glenn Collins

Walter Casavecchia

Joe Adams

Mike Baran

Ron Johnson

Joseph N. Jones, Jr.

Bill Cummings

Kent Suiters

Bill Mitchell

Jack Morrison

Tim Smith

APPENDIX B

2003 MEMORANDUM OF AGREEMENT ON EMPLOYEE BENEFITS

GEA-BLOOMINGTON PRODUCTION OPERATIONS, LLC AND IBEW LOCAL 2249

This Memorandum of Agreement entered into between GEA-Bloomington Production Operations, LLC (hereinafter referred to as "Company"), and IBEW Local 2249, (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 2003-2007 Collective Bargaining Agreement between the parties.

- I. Year 2003 Benefit Plan Changes as Provided in Appendix B, Attached Hereto
- II. Incorporation of Benefits 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 Pension Plan
- C. GE Savings and Security Program
- D. GE Long Term Disability Income Plan
- E. GE Personal Accident Insurance Plan
- F. GE Dependent Life Insurance Plan
- G. GE Emergency and Family Aid Plan
- H. GE Individual Development Program
- I. GE Pensioners Hospital Indemnity Plan
- J. GE Long Term Care Insurance Plan
- K. GE Security Life Insurance Plan
- L. GE A Plus Life Insurance 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 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 **2003-2007** 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 26th day of June, 2003.

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
LOCAL 2249

GEA-BLOOMINGTON
PRODUCTION
OPERATIONS, LLC

Glenn Collins

Walter Casavecchia

Joe Adams

Mike Baran

Ron Johnson

Joseph N. Jones, Jr

Bill Cummings

Kent Suiters

Bill Mitchell

Jack Morrison

Tim Smith

Letters of Intent

Mr. Glenn Collins President
I.B.E.W. Local 2249
820 W 17th Street Suite 9
Bloomington, IN 47404

Dear Mr. Collins:

The following page includes those Letters of Intent mutually agreed upon between the Company and the Union at the time this contract was signed. All Letters of Intent will be considered null and void upon the expiration of this contract unless the Company and the Union mutually agree to renew the letter(s). If at any time during the life of this agreement, unless specifically stated in the letter of Intent, a letter becomes inapplicable due to changing business conditions either party may request, upon 60 days written notification, to open discussions on the specific letter.

If any additional agreements regarding interpretation of this contract are made during the life of the contract, a formal letter of intent may be added to this agreement. However, to be considered a letter of intent, the written agreement must include the signatures of both the President of the IBEW Local 2249 and the Manager of Human Resources of the GEA-Bloomington Production Operations, LLC

The following letters were written on June 16, 2003 and will expire on June 17, 2007.

Very Truly Yours,

Walter E. Casavecchia, Manager
Human Resource/Community Relations
GEA-Bloomington Production Operations, LLC

Letter of Intent - Absences for Death in Family

Glenn Collins, President
I.B.E.W. Local 2249
820 W. 17th St. Suite 9
Bloomington, IN 47404

Dear Mr. Collins:

- A. When death occurs in his/her immediate family, i.e., as covered in Employee Benefits Bulletin EB-ABS Pay-6, an employee on request will be excused for the number of scheduled work days outlined in Article XV immediately following the date of death (excluding Saturdays, Sundays and Holidays).
- B. After making written application therefore, the employee shall receive pay for any scheduled days of work for which the employee is excused (excluding Saturdays, Sundays, and Holidays) or in the case of seven day operations, the sixth and seventh days of the employee's scheduled workweek. Payment shall be made at the employee's straight-time hourly rate on the last day worked. Time thus paid will not be counted as hours worked for the purpose of overtime.
- C. An employee on notice to the Company may elect to count the day of death rather than the day following death as the first day.
- D. In a delayed burial situation, the employee may elect to take compensated days of bereavement so as to attend the burial service. In this instance the days need not

be consecutive but in no event may the compensated days extend beyond the day after the burial service. In order to use this the employee must receive prior approval of Management.

- E. In the event the funeral is held outside the continental United States and if memorial services are held in the United States, an employee may elect to take compensated days of bereavement provided he attends the memorial services, but in no event may the compensated days extend beyond the day after the memorial service.
- F. An employee who is absent for the attendance at the funeral of a relative, other than those listed in Article XV and this letter of intent, will have such absence considered as excused, and such absence will not be included in any disciplinary procedure for absenteeism, provided the employee has obtained advance approval, and provided verification of their attendance at the funeral.
- G. The following list of relatives is a list of ALL relatives covered under Death in Family Benefits.

5 Day Death in Family Benefits

child

parent or step parent

foster child (living in the employee's home)

spouse

step-child

3 Day Death Family Benefits

brother mother-in-law

sister father-in-law

grandchild

brother-in-law (& spouse)

step grandparent

sister-in-law (& spouse)

grandparent

daughter-in-law

step grandchild

son-in-law

step-brother	grandparent-in-law
step-sister	grandchildren-in-law
(no step or great)	
great grandparents	half-brother-in-law
half-sister	half-sister-in-law
half-brother	step-parents-in-law

Sincerely,

Walter E. Casavecchia, Manager
Human Resources/Community Relations
GEA-Bloomington Production Operations, LLC

Letter of Intent – Labor Pool

EMPLOYEE LABOR POOL

Glenn Collins, President
I.B.E.W. Local 2249
820 W. 17th St. Suite 9
Bloomington, IN 47404

Dear Mr. Collins:

It is the intent of Management that the following guidelines be utilized in operating the employee work pool. The purpose of the employee work pool is to provide entry-level jobs into materials, fabrication, and assembly. A Pool employee should be able to obtain a Fork Truck and/or Basiloid license. Management will provide the opportunity for fork truck and basiloid training to all labor pool employees within 30 days of job award. This letter will apply as long as the GEA-Bloomington Production Operations, LLC Pool exists.

1. LOAN OUT

- a) Loan out will be done by seniority with the least senior pool employee being the first one loaned out.
- b) Loan out will be to various cost centers based on requirement of daily business as established by work pool Business Team Leader.
- c) Once a pool employee is loaned out they stay loaned out unless sent back by the borrowing area, even if a lower senior employee is returned to the pool.
- d) Return to the pool is by seniority from the highest to the lowest. Borrowing BTLs

- give pool employees the option to stay in an area by seniority from highest to lowest.
- e) Once pool employees are freed up due to model changes, etc., the pool BTL and Coordinators should be contacted immediately so that the pool employees can be reassigned to an area of need.

2. UPGRADES

- a) **Upgrades in the borrowing cost center will be filled per the Upgrade Procedure including forcing the low senior in the cost center. Openings at the lowest paygrade (B11, B12 and B13) in the cost center will be backfilled from the Pool. Prior to forcing the least senior employee in the cost center into a B11, B12, or B13 upgrade, a pool employee will be placed in the B11, B12, or B13 position, if available. A Pool employee will not perform any entry-level job above a B-16.**
- b) **At the beginning of the shift upgrades will be offered by seniority as the opportunity becomes available. Once the upgrade is accepted, it cannot be refused or exchanged by the recipient. The procedure for upgrading will include forcing the least senior.**
- c) **Loaning cost centers may back fill from the pool, if necessary.**

3. OVERTIME

C95 is in the Assembly overtime rotation. For the Fabrication areas the following applies: After everyone in the Fabrication area has been asked, the pool will be asked for overtime by seniority on a voluntary basis. If the need still exists, the low senior in the cost center in the classification affected, will be forced.

4. EMERGENCY OVERTIME

- a) Whenever a pool employee is loaned to a cost center, and that cost center has emergency overtime, for that day, the pool employee will work the overtime.
- b) If the emergency overtime does not involve the entire cost center, pool employees will be asked for overtime only after all other employees assigned to the cost center have been asked. If no one volunteers, then the low senior in the classification and home cost center is forced.

5. TEMPORARY LACK OF WORK

- a) Whenever a temporary mandatory LOW exists, only the employees in the cost center will be affected, and the labor pool employees will return to C95.
- b) Pool employees will not be utilized to relieve employees present in the working cost centers at the time of the lack of work situation except for legitimate ride problems.

7. START TIMES

Employees in the Labor Pool will start their shift twelve (12) minutes before the Main Assembly lines.

Sincerely,

Walter E. Casavecchia, Manager
Human Resources/Community Relations
GEA-Bloomington Production Operations, LLC

Letter of Intent – Seniority Transfer

Mr. Glenn Collins, President
I.B.E.W. Local 2249
820 W. 17th St. Suite 9
Bloomington, IN 47404

Dear Mr. Collins:

For the purpose of application to Article X, 8(c), *Seniority Transfer*, the Company and the Union have agreed that seniority transfer shall be applied shift-wide in the classification affected.

Either party upon 60 day written notice to the other party may terminate this Letter of Intent; however, neither party may terminate this Letter of Intent prior to the completion of one rebalance.

As set forth in the Contract, Article X, 8(c), "Employees successfully completing a seniority transfer will be ineligible to bid, trade, or transfer for a period of 120 days from the effective date of movement," shall still apply.

Sincerely,

Walter E. Casavecchia, Manager
Human Resources/Community Relations
GEA-Bloomington Production Operations, LLC

Mr. Glenn Collins, President
I.B.E.W. Local 2249
820 W. 17th St. Suite 9
Bloomington, IN 47404

June 26, 2003

Dear Mr. Collins:

This letter is to clarify the term "other representatives" as used in the first paragraph of the Union Representatives Savings and Security Program Agreement between the General Electric Company and IBEW Local 2249.

In addition to the union officials identified in Article XVIII, Section 2 of the 2003-2007 Local Agreement, the term "other representatives" may include represented employees who are duly authorized by such officials to absent themselves from work to conduct union business, provided the employee serves the union in business activity related to the union's role as the representative of bargaining unit employees at the location in question. The term "other employees" will also include employees on union business approved by the Company.

Please signify your concurrence with this interpretation by signing this letter.

Sincerely,

Walter E. Casavecchia, Manager
Human Resource/Community Relations
GEA-Bloomington Production Operations, LLC

Acknowledged by

Glenn Collins
President / Business Manager
IBEW Local 2249

MEMORANDUM OF SETTLEMENT

between

**GEA – BLOOMINGTON PRODUCTION
OPERATIONS, LLC**

and

IBEW LOCAL 2249

GEA–Bloomington Production Operations, LLC, hereafter referred to as “Company” and the **IBEW LOCAL 2249**, hereafter referred to as the “Union,” in settlement of their current collective bargaining negotiations, hereby agree as follows:

(1) The Union and Company agree upon a Year **2003-2007 Settlement Agreement**, the provisions of which will be identical with the provisions of the 2000-2003 Settlement Agreement but with the modifications set forth in Appendices attached hereto.

(2) The new Year **2003 Settlement Agreement** is in full settlement of all the parties' outstanding bargaining issues.

(3) The Company and the Union will sign the Settlement Agreement reflecting and carrying out the provisions of Section 1 hereto within three weeks of the date of ratification so that the effective date of the Year **2003 Settlement Agreement** will be June 16, **2003**, and the Year 2003 Settlement Agreement will continue in effect until June **17, 2007**.

(4) Unless otherwise expressly stated, no change in benefits or change in contract language shall be: (1) effective prior to June 16, 2003, and (2) applicable to individuals who are not GEA–Bloomington Production

Operations, LLC employees on the active payroll as of June 16, 2003.

(5) This Agreement will be subject to ratification by the Union not later than July 5, 2003.

IN WITNESS WHEREOF, the parties have set their hand and seal on this 26th day of June, 2003.

INTERNATIONAL BROTHERHOOD
Of ELECTRICAL WORKERS
LOCAL 2249

GEA-BLOOMINGTON
PRODUCTION
OPERATIONS, LLC

Glenn Collins

Walter Casavecchia

Joe Adams

Mike Baran

Ron Johnson

Joseph N. Jones, Jr.

Bill Cummings

Kent Suiters

Bill Mitchell

Jack Morrison

Tim Smith

DEFINITIONS

This is simply a helpful reference and in no way should it be confused with the complete contract language.

Automated manufacturing machine A device for doing work which has programmable controllers, numerical controls, computer numerical controls, or direct numerical controls.

Automated office machine A device for doing office work which is computer-based and which includes word processing, data processing, image processing, electronic mail or business and engineering graphics devices.

Available opening Any planned job without a permanently assigned employee.

B-Rate A designation for pay purposes.

BTL Business Team Leader

Chief Steward Appointed Union official who supervises the shop stewards and shift stewards.

Coach Leader of one or more BTLs.

Coercion To compel someone to do something by the use of power, intimidation, or threats.

Cost Center Designated area and its employees as determined by financial accounting department.

Discrimination Showing partiality or prejudice in treatment.

Displacement The difference between a later position and an original position or reduction in force.

Downgrade Any B-rate classification lower than that of the B-rate currently held.

Emergency Overtime Overtime of a critical nature resulting from an unforeseeable circumstance that could potentially affect the following shift's production.

Farm out Process of sending work that was performed in-house to an outside vendor.

Forced upgrade Final procedures when there are not volunteers for upgrades.

Grievance A complaint which involves the interpretation or application of this agreement or a disciplinary penalty (including discharge, Federal, State, or local law, administration of company policies, safety and ergonomics).

Human Resources/Employee Relations Salaried positions involving union relations, employee organization programs, etc.

Intimidation To force or deter with threats of violence.

Job classification A job code.

Job code Numeric designation of similar types of work.

Job freeze A period of time in which there is not job movement.

Job group Designates groupings of employees that perform like kinds of tasks which require similar kinds of work.

Lateral Employee movement from one job to another job with the same B-rate, regardless of classification.

Letter of Intent Mutual written agreements between the Union and Management interpreting contract language, etc.

Minimum qualifications Minimum necessary experience or training to perform any given job B-17 and above

Open Job A permanent job that has been posted but not filled due to a lack of employees bidding to the position.

Regulatory sensitive jobs Those job codes requiring training for handling and disposing of chemicals and hazardous waste. (9205, 9730, 9735, 9741, 9742, 9160, 9207, 9710, 9713, 9743)

Robot Automated mechanical device that is built to do routine manual work

S.E.R.O. Special Early Retirement Option

Seniority Transfer A transfer which may occur after a rebalance and is only for affected employees permanently assigned to and performing in the same

classification, same cost center and for a shift different from the one they are permanently assigned.

Shift steward Assistant to the Chief Steward.

Shop Steward Appointed union representative for employees in a given area.

Skilled trades Those jobs requiring an ability gained by special experience or training.

Surplus employee Employee in a given classification in excess due to model manning.

Temporary job A job that is left open while an employee is out temporarily on PI, family leave, etc. A temporary job can last up to eighteen months, depending upon the circumstances.

Upgrade Any B-rate classification higher than the B-rate currently held.

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